



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
DECEMBER 7, 2021
AGENDA**

**REVISED AGENDA to Add State and Federal Legislative Update Item 8A. 12/06/21 5:58 p.m.
City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 PM**

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

This meeting will be open to the public. Adherence to COVID-19 safety measures are recommended. If you would like to make a public comment, either in person or remotely, please review the information on the City's website and complete and submit the comment form found here:

<https://www.buckeyeaz.gov/government/city-clerk/meeting-agendas-minutes/meetings-agendas-minutes>

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

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

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

3. Awards/Presentations/Proclamations

3.A Deanna Kupcik, President/CEO of the Buckeye Valley Chamber of Commerce, will present graduates of the Buckeye Leadership Academy with certificates of completion.

4. Minutes

4.A [Council to take action on approval of the November 2, 2021 Council Workshop Minutes and November 2, 2021 Regular Council Meeting Minutes.](#)

5. Expenditures - None.

6. CONSENT AGENDA ITEMS / NEW BUSINESS

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

***6.A Council to take action on the following Boards and Commissions changes:**

Community Services Advisory Board -

Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2025;

Library Advisory Board -

Remove Charles Maloley as a Regular Member;

Remove Laine Wingfield as an Alternate Member;

Appoint Roxann Dudas as a Regular Member with a term expiration date of December, 2025;

Appoint Sebastian Trupiano as an Alternate Member with a term expiration date of December, 2025;

Public Safety Retirement Board (Fire) -

Remove James Brown as a Regular Member;

Appoint Howard Rubin as a Regular Member with a term expiration date of December, 2025;

Planning and Zoning Commission -

Reappoint Nick Hudec as an Alternate Member (District 6) with a term expiration date of December, 2025.

Summary: The City encourages community involvement in our programs through our boards and commissions. Several Board and Commission members have completed their first four-year term and are eligible for an additional four-year term. Reappointments have been recommended for eligible members. Removals have been recommended for members that have resigned or are ineligible for reappointment because they have served two consecutive four year terms as regular members. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by Council and staff.

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

***6.B Council to take action on the revised Buckeye Emergency Operations Plan.**

Summary: The Emergency Operations Plan provides a directive to City departments to prepare for and execute assigned emergency tasks in the event of a disaster. The Record of Changes for the Buckeye Emergency Operations Plan highlights all revisions that were made to the plan during the review process. The plan is adopted for a two year period, during which time the Fire Department reviews and makes the necessary changes and presents them to Council.

Staff Liaison: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719

***6.C Council to take action on the Affiliation Agreement for Vehicular Training Experience by and between Wizard Education and the City of Buckeye, acting through the City of Buckeye Fire**

Department, for participation in the Wizard Medical Education Paramedic Program; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

Summary: The purpose of this Agreement is to receive educational paramedic training in addition to providing students vehicular field (clinical) experience to become certified paramedics. The Fire Department will participate in coursework offered by Wizard Education at no cost to the City. Wizard Education will provide the classroom and necessary coursework to students who are training to become paramedics and the Fire Department will provide the vehicular field (clinical) experience required by the Arizona Department of Health Services to obtain Paramedic Certification.

Staff Liaison: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719

- *6.D** Council to take action on Delivery Order No. 2 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, equipment and services required for roofing and abatement improvements, and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

Summary: This project shall consist of providing roofing replacement as well as asbestos abatement and lead remediation to support the City's goal of remediating all items necessary for the future remodel of the Performing Arts Center (A-Wing) located at 902 Eason Avenue, which will fulfill needs of citizens, civic groups, and artists to promote awareness and appreciation for the arts. This venue will support the local art community by offering classes in the disciplines of visual arts, theatre, music and dance.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

- *6.E** Council to take action on the Sale of Real Property located at 301 East Centre Avenue, Buckeye, Arizona 85326, between the City of Buckeye, an Arizona municipal corporation, identified as the Seller, and Modus Development, LLC, identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for \$905,000; and authorizing the Mayor or City Manager to approve, execute and deliver any other transfer instruments or transaction documents required for closing escrow.

Summary: The Construction and Contracting Division issued an Invitation for Bid (IFB) for Sale of Real Property located at 301 East Centre Avenue in Buckeye. On June 11, 2021 Integra Realty Resources performed a Market Value Appraisal to include Area Map, Market Analysis and Zoning. The Construction and Contracting Division received one bid from Ed Gorman on behalf of Modus Development, LLC, in the amount of \$905,000 for the purchase of the property pending Council approval. The sale of this property will financially benefit the City and provide utilization and development of the property by the new Owner.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

- *6.F** Council to take action on a plat of Phase 3 a Re-plat of Algodon Phase 2 (Tract AB) generally located on the northeast corner of Southern Avenue and Apache Road.

Summary: The applicant is requesting approval of a plat titled Phase 3 a Re-plat of Algodon Phase 2 (Tract AB), which is generally located on the northeast corner of Apache Road and Southern Avenue. The plat is 24.56-acres and includes 133 single-family residential lots, with 0.23 acres of landscaped open space, parks, recreation areas and trails; overall landscape for Algodon is provided in Phase 1 and Phase 2. Approval of the plat will allow development of traditional 45-foot and 50-foot wide single-family lots. Requested by Joseph M. Cirone, P.E., JMC Engineering on behalf of Melcor Development Arizona, Inc.

Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220

- *6.G** Council to take action on a final plat for Desert Moon Estates Phase 3 Parcel 7 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

Summary: The applicant has requested approval of a Final Plat for Phase 3-Parcel 7 of Desert Moon Estates. The 21.32 acre plat is located generally south and east of the southeast corner of West Yuma Road and South Apache Road and includes 85 single-family home lots with a total of 4.44 acres being dedicated as right-of-way. Approval of the final plat will allow development of the residential lots to support this growing area in the City. Requested by David George of HilgartWilson, LLC, on behalf of Forestar (USA) Real Estate Group Inc., a Delaware Corporation.

Staff Liaison: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233

- *6.H** Council to take action on a final plat for Bentrige Phase 1 generally located south of the southeast corner of the intersection of Watson Road and Lower Buckeye Road.

Summary: The applicant has requested approval of a Final Plat of Bentrige Phase 1. The 63.55-acre plat consisting of 111 single-family residential lots is located generally south of the southeast corner of Watson Road and Lower Buckeye Road. The approval of this plat will allow continued development of traditional single-family residences within the City. Requested by CVL Consultants.

Staff Liaison: Randy Proch, Senior Planner, rproch@buckeyeaz.gov (623) 986-0701

7. Public Hearings / Non-Consent - New Business

- 7.A** Council to hold a public hearing and take action on Ordinance No. 18-21 amending the Zoning Map of the City of Buckeye on approximately 36.1 acres, located at the southwest corner of Apache Road and Yuma Road to designate a Planned Area Development Overlay, for a property known as Bungalows on Yuma and Apache.

Summary: Mark Reddie, with RVi Planning + Landscape Architecture, requests a Planned Area Development (PAD) Overlay on approximately 36.1 acres within the Commercial Center (CC) zoning district at the southwest corner of Apache Road and Yuma Road, to support a future single-family rental community.

Staff Liaison: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293

- 7.B** Council to hold a public hearing and take action on the request for a Series 10 Beer and Wine Store Liquor License Application for Circle K #3474, to be located at 1185 North Jackrabbit

Trail.

Summary: Circle K #3474 is requesting approval for a new Series 10 Beer and Wine Store Liquor License for their new location. The application was legally posted on November 16, 2021.

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

7.C Council to take action on Resolution No. 89-21 modifying council district boundaries; providing for severability; and repealing conflicting Resolutions.

Summary: In compliance with the Fourteenth and Fifteenth Amendments to the United States Constitution, the Voting Rights Act (42 U.S.C.A 1973) and Arizona Revised Statute 9-473, the Council of the City of Buckeye must realign the councilmember voting districts to reflect the 2020 decennial Census redistricting data and additional demographic information. The City held three public outreach meetings, posted frequently on social media sites, and the City Clerk's web page hosted a tutorial regarding the tool for creating maps. Council provided direction to bring forth a new map to show alternate boundary lines, attached as "Map A", along with the original example map known and attached as "Map B" for consideration and possible adoption.

Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 695-6911

7.D Council to take action on Ordinance No. 10-21 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye 2021 Water Conservation Code Updates" by reference; and amending the Buckeye City Code by amending Chapter 17, Water Utilities, in accordance with the "City of Buckeye Water 2021 Conservation Codes Updates"; providing for repeal of conflicting ordinances; providing for severability; and providing penalties for violations.

Summary: The Council approved City of Buckeye Water Resources Master Plan calls for strengthening its water conservation program. The adoption of sixteen additional water conservation codes sections is proposed. The proposed code sections would be adopted in addition to the existing water conservation code sections. Implementation of the proposed water conservation code sections should reduce operational costs and maximize resources.

Staff Liaison: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623) 349-6101; Ron Whitler, Hydrologist, rwhitler@buckeyeaz.gov, (623) 349-6122

8. Staff Reports / Discussion and Possible Direction from Council

8.A Summary of the status and process involved in the redistricting of state and federal legislative districts.

Summary: Summary of the status and process involved in the redistricting of state and federal legislative districts.

Staff Liaison: George Diaz, Intergovernmental Affairs Director, 623-349-6996, gdiaz@buckeyeaz.gov

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

10. Comments from the Mayor and Council

Mayor and Council may present a brief summary on current events and/or report on any of the Boards and Commissions and other organizations as necessary.

Vice Mayor Youngker:

Public Safety Retirement Board (Police)

Airport Advisory Board

Main Street Board

Councilmember HagEstad:

Councilmember Goodman:

Valley Metro RPTA Board

WESTMARC

Councilmember Guy:

Buckeye Youth Council

Community Development Advisory Committee (CDAC Regular Member)

Councilmember Heustis:

Library Advisory Board

Planning and Zoning Commission Public Safety Retirement Board (Fire)

Buckeye Pollution Control Corporation (BPCC)

Chamber of Commerce Council Liaison

Councilmember Hess:

Community Development Advisory Committee (CDAC Alternate Member)

Community Services Advisory Board

MAG Human Services Coordinating Committee (MAG HSCC Chair)

Southwest Lending Closet Board

Mayor Orsborn:

MAG Regional Council - Member

MAG Economic Development Committee - Member

MAG Transportation Policy Committee - Member

Great Phoenix Economic Council (GPEC)

The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

11. Council will make a motion to adjourn the meeting

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 12/07/21	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on approval of the November 2, 2021 Council Workshop Minutes and November 2, 2021 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the November 2, 2021 Council Workshop Minutes and November 2, 2021 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[11.02.2021 Regular Council Meeting Minutes.pdf](#)

[11.02.2021 Council Workshop Minutes.pdf](#)



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
NOVEMBER 2, 2021
MINUTES**

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Councilmember Hess led the invocation; Vice Mayor Youngker led the Pledge of Allegiance.

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

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Interim Fire Chief Bill Stockley, Police Chief Larry Hall, Chief Financial Officer William Kauppi, Human Resources Director Nancy Love, Public Works Director Scott Lowe, City Engineer Scott Zipprich, Development Services Director Brian Craig, Water Resources Director Alisha Solano, Information Technology Director Greg Platacz, and Community Services Director Miranda Gomez.

2. Comments from the Public - None.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn recognized Phil Yabes for receiving the Outstanding Professional of the Year award from Arizona Parks and Recreation Association.

4. Minutes

4.A Council to take action on approval of the October 5, 2021 Council Workshop Minutes and October 5, 2021 Regular Council Meeting Minutes.

A motion was made by Vice Mayor Youngker and seconded by Councilmember Goodman to approve the October 5, 2021 Council Workshop Minutes and October 5, 2021 Regular Council Meeting Minutes. Motion passed unanimously.

5. Expenditures

5.A Council to take action on the request to ratify the payment of the accounts payable expenditures made.

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

6. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda -All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Councilmember Heustis requested item *6.M be pulled for discussion. After discussion was held regarding Item *6.M, A motion was made by Councilmember Heustis and seconded by Councilmember Guy to approve Items *6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, *6.H, *6.I., *6.J, *6.K, *6.L, and *6.M. Motion passed unanimously.

- *6.A Council to take action approving the Construction Contract (No. 2022001) between the City of Buckeye, an Arizona municipal corporation, and Combs Construction Company, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the expansion of the existing Park-n-Ride site located at Jackrabbit Trail and Palm Lane, and authorizing the Mayor to execute and deliver said Contract on behalf of the City.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the the Construction Contract (No. 2022001) between the City of Buckeye, an Arizona municipal corporation, and Combs Construction Company, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the expansion of the existing Park-n-Ride site located at Jackrabbit Trail and Palm Lane, and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

- *6.B Council to take action on Resolution No. 79-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for DUI enforcement overtime activities and employee-related expenses; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 79-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for DUI enforcement overtime activities and employee-related expenses; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

- *6.C Council to take action on Resolution No. 80-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for personnel services (overtime) and employee-related expenses to enhance STEP enforcement; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 80-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for personnel services (overtime) and employee-related expenses to enhance STEP enforcement; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

- *6.D Council to take action on Resolution No. 84-21 approving the submission of a grant application to the Arizona Department of Homeland Security for funding of equipment and training needed to increase support of the City's Chemical Biological Radiological Nuclear and Explosives Unit (CBRNE) and Rapid Response Team (RRT); authorizing the acceptance of the resulting grant award; and authorizing the City Manager and City Police Chief to execute and deliver the resulting agreement and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 84-21 approving the submission of a grant application to the Arizona Department of Homeland Security for funding of equipment and training needed to increase support of the City's Chemical Biological Radiological Nuclear and Explosives Unit (CBRNE) and Rapid Response Team (RRT); authorizing the acceptance of the resulting grant award; and authorizing the City Manager and City Police Chief to execute and deliver the resulting agreement and related documents on behalf of the City.

- *6.E Council to take action on Resolution No. 85-21 approving the First Amendment to an Intergovernmental Agreement for the provision of integrated services to children and families; and authorizing the Mayor to execute and deliver said Amendment and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 85-21 approving the First Amendment to an Intergovernmental Agreement for the provision of integrated services to children and families; and authorizing the Mayor to execute and deliver said Amendment and related documents on behalf of the City.

- *6.F Council to take action on Resolution No. 86-21 approving an Interagency Service Agreement between the Buckeye Police Department and Arizona Department of Transportation, relating to use of traffic and criminal software (TraCS); and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 86-21 approving an Interagency Service Agreement between the Buckeye Police Department and Arizona Department of Transportation, relating to use of traffic and criminal software (TraCS); and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

- *6.G Council to take action on the request by the Girl Scout Cotton Blossom Council to terminate the lease of the facility located at 902 East Monroe Avenue effective November 2, 2021.**

Staff Liaison: Scott Lowe, Public Works Director

Council approved the request by the Girl Scout Cotton Blossom Council to terminate the lease of the facility located at 902 East Monroe Avenue effective November 2, 2021.

- *6.H Council to take action on the budgeted purchase of a Prisoner Transport vehicle for the Police Department in an amount not to exceed \$160,000 for one cab and chassis and one prisoner transport body.**

Staff Liaison: Scott Lowe, Public Works Director

Council approved the budgeted purchase of a Prisoner Transport vehicle for the Police Department in an amount not to exceed \$160,000 for one cab and chassis and one prisoner transport body.

- *6.I Council to take action on Resolution No. 83-21 approving an Intergovernmental Agreement between the City of Buckeye and the Maricopa County Human Services Department, relating to long term case management services; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Philip Yabes, Senior Center Manager

Council adopted Resolution No. 83-21 approving an Intergovernmental Agreement between the City of Buckeye and the Maricopa County Human Services Department, relating to long term case management services; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

- *6.J Council to take action on Resolution No. 82-21 ratifying the submission of a grant application to the Arizona State Parks and Trails Heritage Fund Local, Regional, and State Parks grant program relating to the construction of a portion of Sundance Park Phase II; approving and accepting the grant agreement; and authorizing the City Manager or Community Services Department Director to execute and deliver the resulting grant agreement and all other related documents on behalf of the City.**

Staff Liaison: Robert Wisener, Administration and Project Manager

Council adopted Resolution No. 82-21 ratifying the submission of a grant application to the Arizona State Parks and Trails Heritage Fund Local, Regional, and State Parks grant program relating to the construction of a portion of Sundance Park Phase II; approving and accepting the grant agreement; and authorizing the City Manager or Community Services Department Director to execute and deliver the resulting grant agreement and all other related documents on behalf of the City.

- *6.K Council to take action on the prepayment of the Greater Arizona Development Authority (GADA) Loan Agreement, dated May 1, 2007, in an amount not to exceed \$1,245,000.**

Staff Liaison: William Kauppi, Chief Financial Officer

Council approved the prepayment of the Greater Arizona Development Authority (GADA) Loan Agreement, dated May 1, 2007, in an amount not to exceed \$1,245,000.

- *6.L Council to take action on a Final Plat for Desert Moon Estates-Phase 2-Parcel 5 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.**

Staff Liaison: Patricia Cooley, Planner I

Council approved a Final Plat for Desert Moon Estates-Phase 2-Parcel 5 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

- *6.M Council to take action on the appointment of Charles Hester as an Alternate Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.**

Staff Liaison: Summer Stewart, Deputy City Clerk

Councilmember Heustis requested this item be pulled for discussion and thanked Mr. Hester for volunteering to serve on the Planning and Zoning Commission. Council approved the appointment of Charles Hester as an Alternate Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.

- *6.N Council to take action on the One Arizona Opioid Agreement, and authorize the Mayor to execute and deliver said Agreement on behalf of the City.**

Staff Liaison: Nancy Love, Human Resources Director

Council approved the One Arizona Opioid Agreement, and authorize the Mayor to execute and deliver said Agreement on behalf of the City.

7. Public Hearings / Non-Consent - New Business

- 7.A Council to hold a public hearing and take action on the request for a Series 10 Beer and Wine Store Liquor License Application for Aldi #152, to be located at 1361 South Watson Road.**

Staff Liaison: Lucinda Aja, City Clerk

Mayor Orsborn opened a public hearing at 6:13 p.m. to hear citizen input regarding the request for approval of a Series 10 Beer and Wine Store Liquor License. Ms. Aja provided an overview of the liquor license

application. Aldi #152 is requesting approval for a new Series 10 Beer and Wine Store Liquor License. The building is currently being constructed and is not in operation at this time. The application was legally posted on October 7, 2021. The applicant was available for questions. There being no public comment, Mayor Orsborn closed the public hearing at 6:14 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve the request for a Series 10 Beer and Wine Store Liquor License Application for Aldi #152, to be located at 1361 South Watson Road. Motion passed unanimously.

7.B Council to hold a public hearing and take action on Ordinance No. 16-21 amending the Zoning Map of the City of Buckeye on approximately 29 acres located generally west of the southwest corner of 1st Street (Miller Road) and Monroe Avenue (MC 85), from PR, Planned Residential, and CC, Commercial Center, to DC, Downtown Commercial.

Staff Liaison: Andrea Marquez, Planner II

Mayor Orsborn opened a public hearing at 6:15 p.m. to hear citizen input regarding Ordinance No. 16-21. Mr. Marquez provided an overview of Ordinance No. 16-21; vicinity maps were displayed. The applicant, Greg Davis, Iplan Consulting on behalf of Rico West, Carefree Buckeye 29, LLC, has requested a rezone from Planned Residential (PR) and Commercial Center (CC) district(s) to a Downtown Commercial (DC) district on approximately 29 acres generally located west of the southwest of 1st Street (Miller Road) and MC-85 (Monroe Avenue). A conceptual site plan was displayed. Public outreach and public notification was reviewed. The proposed rezoning request furthers the intent of the General Plan Land Use designation of the Neighborhood and Historic Downtown Buckeye Activity Center. The Planning and Zoning Commission recommends approval and staff recommends approval, subject to conditions. Vice Mayor Youngker requested clarification regarding development requirements. Ms. Marquez clarified the proposed site plan has met all development and set-back requirements. Councilmember Hess requested clarification regarding the site plan. Ms. Marquez clarified the item before Council is the requested rezone; the conceptual site plan is part of the proposal and the developer has indicated they are marketing for both commercial and multi-family uses. Mayor Orsborn Council be provided with further information regarding downtown development plans and requirements. There being no further comment, Mayor Orsborn closed the public hearing at 6:26 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adopt Ordinance No. 16-21 amending the Zoning Map of the City of Buckeye on approximately 29 acres located generally west of the southwest corner of 1st Street (Miller Road) and Monroe Avenue (MC 85), from PR, Planned Residential, and CC, Commercial Center, to DC, Downtown Commercial. Motion passed unanimously.

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

Mr. Klingler presented a brief summary of current events.

9. Comments from the Mayor and Council

Councilmember Hess: congratulated Phil Yabes; thanked staff for successful City and community events.

Councilmember Guy: congratulated Phil Yabes; recognized and thanked staff for keeping the City and downtown area clean.

Councilmember Heustis: presented comments regarding recent successful City and community events.

Councilmember Goodman: congratulated Phil Yabes; thanked staff for assisting with a recent community meeting in District 6.

Councilmember HagEstad: no comment.

Vice Mayor Youngker: presented comments regarding successful City events held.

Mayor Orsborn: presented comments regarding successful City events recently held in the downtown area.

10. Council will make a motion to adjourn the meeting

A motion was made by Councilmember Goodman and seconded by Councilmember Heustis to adjourn the meeting at 6:36 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on November 2, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL WORKSHOP
NOVEMBER 2, 2021
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:00 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:00 p.m.

Members Present: Councilmember Goodman (excused at 4:09 p.m.; returned at 4:17 p.m.), Councilmember HagEstad (excused at 4:48 p.m.; returned at 4:55 p.m.), Councilmember Guy, Councilmember Hess (arrived at 3:20 p.m.), Councilmember Heustis, Vice Mayor Youngker (excused at 3:35 p.m.; returned at 3:54 p.m.), and Mayor Orsborn (excused at 4:04 p.m.; returned at 4:07 p.m.).

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, Community Services Director Miranda Gomez, and Information Technology Director Greg Platacz.

2. Workshop Items

2.A Presentation regarding a partnership with Maricopa County to provide social services to the residents of Buckeye.

Staff Liaison: Philip Yabes, Senior Center Manager

Mr. Yabes provided an overview of the partnership with Maricopa County to provide social services in Buckeye. The COVID-19 pandemic brought to light the need to provide assistance to low income residents and those facing crisis. The City's water utility assistance program that was funded through the CARES act and Salvation Army clearly showed the need to provide social services. Ms. Gomez provided additional information regarding this partnership. Staff met with other organizations regarding their social services programs to determine best practices. Maricopa County Department of Human Services and City staff met to discuss a partnership that would establish social services in Buckeye. Mayor Orsborn requested further information regarding this partnership in other municipalities. Ms. Gomez confirmed other cities and towns have similar social services programs in partnership with the County. The Community Services Department is working closely with the Police Department to determine needs of residents and provide them with direction and resources. The Maricopa County Department of Human Services will provide funding to the City to hire staff that will be responsible for establishing case management for social services. Once staff is trained, Maricopa County will provide additional funds in Fiscal Year 2022-2023 that will be used for rental and utility assistance for those that meet eligibility requirements. An Intergovernmental Agreement (IGA) between Maricopa County and the City of Buckeye will be considered for Council action on November 2, 2021. This IGA will provide \$75,000 to the City that will be used towards staffing costs, and these funds are anticipated to be received on an annual basis to support the salaries of a Social Services Program Coordinator and a Caseworker. These two staff will be trained by Maricopa County on program and eligibility requirements for assistance. Once trained, Maricopa County will enter into a separate agreement with the City in

Fiscal Year 2022-2023 that will provide an additional \$365,000 in direct payments to Buckeye residents for utility and rental assistance. The social services staff will assess residents' needs and provide referrals and resources. Staff will begin serving as the City's liaison to local, regional, and state homelessness committees, identify partnership opportunities in Buckeye, and investigate establishing programs not already being provided by other organizations to meet the needs of families in crisis. The social services program will be housed at the Buckeye Senior Center and is expected to serve 500 families annually once the program is fully established in Fiscal Year 2022-2023. Jacqueline Edwards, Maricopa County Director of Human Services, was introduced and presented further information regarding the various human services provided by Maricopa County Human Services Department. The impact of COVID-19 on the department's budget was reviewed, with increased funding, staff, and broadening of partnerships. Investments made in the City from the County were described. Councilmember Goodman requested further information regarding workforce development partnerships. Ms. Edwards stated there has been outreach to the employer community. Mayor Orsborn requested further information regarding utility assistance. Ms. Edwards clarified the expansion of the rent and utility assistance programs; provided further information regarding the amounts budgeted and expended for these assistance programs. Councilmember Heustis requested further clarification regarding the County's present in the City. Ms. Edwards stated the County intends to be more accessible to residents of Buckeye by having a staff member dedicated to those residents. Ms. Gomez clarified the plan for hiring staff and the funding of those positions in the City. Officers with the Salvation Army presented information regarding the coordinated human services efforts among the County, City, and the Salvation and the importance of establishing and expanding partnerships. An overview of the Salvation Army and its purpose was provided. Ms. Gomez stated there is an intention to ensure residents in all areas of the City have access to these services. Councilmember Guy stated the importance of continuing these services in the City once they are established and the importance of taking advantage of available grant monies. Mayor Orsborn requested further information regarding collaboration among City departments; stated the importance of connecting with new and current businesses related to workforce development. Ms. Gomez clarified several departments are working together to identify programs that can be incorporated into these services and areas of improvement and collaboration; stated the importance of meaningful referrals.

2.B Presentation regarding the Sundance Recreation Center and the programs and services being offered at the new facility.

Staff Liaison: Jessica Thompson, Recreation Manager

Ms. Thompson provided an overview of the Sundance Recreation Center (SRC) and the programs and services being offered at the new facility. A history of the project was reviewed; construction of Sundance Recreation Center was completed in September 2020. An overlay of the facility was displayed; the SRC includes three activity spaces, patio, storage, front desk, office space, and ADA accessible restrooms. Additional work, such as the construction of the outdoor patio and installation of IT equipment was completed prior to the opening in September 2021. A Grand Opening was held on September 18, 2021 that highlighted the programs and services to be offered in the center. The 4,000 square foot Recreation Center provides another service center for the public to register and participate in classes and has three spaces that can be rented and used for community meeting spaces. Various activities such as karate, dance, gymnastics, music, and art classes are held in the facility. Since the facility and programs opening, 1,023 participants have engaged in programming with positive feedback. Mayor Orsborn requested clarification regarding class times and schedules. Ms. Thompson stated facility use rental will be flexible in order to accommodate requests. Specialized programming was reviewed and includes family game nights, teen gaming, gardening classes, and mini special events. Councilmember Heustis requested further information regarding resident participation. Ms. Thompson stated residents come from all areas of the City, including the Tartesso and Verrado communities; confirmed the SRC allows for more meeting space in addition to meeting spaces currently used at the Coyote Branch Library. Vice Mayor Youngker thanked staff for their excellent customer service and the programming provided to residents. Mayor Orsborn requested further information regarding public feedback and rental requirements. Ms. Thompson provided clarification regarding the ranking of feedback received with positive results; confirmed there is an application process for rental requests with review by staff. Councilmember Guy requested clarification regarding costs associated with programs. Ms. Thompson clarified fees charged for programming support the costs.

2.C Presentation and update regarding construction activities for Sundance Park Phase II.

Staff Liaison: Robert Wisener, Administration and Project Manager

Mr. Wisener provided an overview of the construction activities for Sundance Park Phase II. Construction began on Sundance Park Phase II on April 6, 2021 following the Ground Breaking Ceremony on the 38-acres of land located west of the existing 30-acre park that opened in 2012 at the southwest corner of Lower Buckeye Road and Rainbow Road. In Summer 2017, the City issued a survey to residents regarding the desired components to construct in Phase II of the park and received approximately 2,300 responses. In 2018, the City hired J2 Engineering to complete the master plan based on the survey responses; public meetings on were held to review the conceptual layout of the amenities and to prioritize construction of park components. J2 Engineering was then hired to complete the construction documents for the park. Based on resident input, amenities to be constructed in the park include a 3.2 acre lake, splashpad, multi-use fields, basketball courts, grand pavilion, lake pavilion, additional picnic ramadas, restroom, playground, and a continuation of the perimeter loop path from Phase I. Conceptual renderings were displayed and reviewed. Aerial views of the project and its current status were presented and described. Construction will consist of five phases, with phases 1 and 2 complete in Spring 2022, and phases 3 and 4 complete in Fall 2022; phase 5 is not currently funded but will be included in future budget requests for approval. Grant funding has been received for this project in the total amount of \$3,662,500. The Intergovernmental Agreement (IGA) Amendment with Arizona Game and Fish was summarized and includes adding the Sundance Lake to the Core Waters Program and stocking the lake with fish. Councilmember Guy presented comments regarding this great amenity for residents. Councilmember Heustis requested clarification regarding project costs; stated the importance of securing electrical outlets when the park is closed. Mr. Williams clarified costs associated with each phase were brought before Council during the design phase of the project; stated the information will be provided to Council regarding the costs for each phase; stated the total cost for all phases based on current projections will be approximately \$23 million. Mr. Wisener clarified staff will review plans for securing outlets after park hours.

2.D Presentation and demonstration of LinkedIn Learning, a new career development online learning platform offered through the Buckeye Public Library System.

Staff Liaison: Jesse Simms, Digital Librarian

Mr. Simms provided an overview of LinkedIn Learning, which is a new career development online learning platform offered through the Buckeye Public Library System. This service was procured utilizing funds from the American Rescue Plan Act and was designed to meet workforce and professional development needs for residents of Buckeye. The service will officially launch on November 8, 2021 and will offer over sixteen thousand courses in seven languages ranging in categories such as business, creative, and technology; each category includes courses from basic to advanced. A LinkedIn Learning demonstration was presented; a Buckeye Public Library card is all that is needed to access the program. Councilmember Goodman requested further information regarding use of the program and a user's ability to provide transcripts of proof of completion to potential employers. Mr. Simms stated the user can provide proof of completion to a potential employer and it would be the employer's discretion to determine how they will use that information. Councilmember Hess requested further information regarding program funding. Mr. Simms stated grant funds have covered a major portion of the costs; clarified the program is a subscription and staff is researching the possibility of coordinating with the State to continue the program after the initial service period has ended. Vice Mayor Youngker asked if the program is smart phone friendly. Mr. Simms stated the program has a mobile application users can download for ease of use on their smart phones. Councilmember Goodman recommended this tool be shared with the economic development community to demonstrate its availability and use to our residents who may be potential employees of current and future businesses in the City. Mayor Orsborn requested further information regarding actual use by residents. Mr. Simms stated metrics are available for review and will reflect who is using the program, how often it is being used, and any feedback received; confirmed each course shows who is teaching and from where. Ms. White stated the importance of collaboration with the City and residents to provide this tool to both staff and residents. Mayor

Orsborn stated this tool should be shared with the Main Street Coalition and the Chamber of Commerce so they may share it with their contacts and the community.

3. Adjournment.

A motion was made by Councilmember Goodman and seconded by Vice Mayor Youngker to adjourn the meeting at 5:16 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on November 2, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.A. Boards and Commissions Changes - Annual Reappointments, Removals, New Appointments
DATE PREPARED: 12/07/21	DISTRICT NO.: ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: Community 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 following Boards and Commissions changes:

Community Services Advisory Board -

Reappoint Matthew Dudley as a Regular Member with a term expiration date of December, 2025;

Library Advisory Board -

Remove Charles Maloley as a Regular Member;

Remove Laine Wingfield as an Alternate Member;

Appoint Roxann Dudas as a Regular Member with a term expiration date of December, 2025;

Appoint Sebastian Trupiano as an Alternate Member with a term expiration date of December, 2025;

Public Safety Retirement Board (Fire) -

Remove James Brown as a Regular Member;

Appoint Howard Rubin as a Regular Member with a term expiration date of December, 2025;

Planning and Zoning Commission -

Reappoint Nick Hudec as an Alternate Member (District 6) with a term expiration date of December, 2025.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Several Board and Commission members have completed their first four-year term and are eligible for an additional four-year term. Reappointments have been recommended for eligible members. Removals have been recommended for members that have resigned or are ineligible for reappointment because they have served two consecutive four year terms as regular members. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by Council and staff.

Boards and Commissions applications are available for review in the Office of the City Clerk.

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

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.B. Buckeye Emergency Operations Plan - Record of Changes
DATE PREPARED: 12/07/21	DISTRICT NO.: All
STAFF LIAISON: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719	
DEPARTMENT: Fire	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 revised Buckeye Emergency Operations Plan.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The purpose of this plan is to provide direction and guidance to City governmental departments and supporting agencies. It constitutes a directive to City departments to prepare for and execute assigned emergency tasks to ensure maximum survivability of the population and to minimize property damage in the event of a disaster. It is applicable to all elements of the City government and the private sector engaged in, or acting in support of emergency operations.

This Plan is effective for planning purposes and for execution when the mayor makes an emergency declaration or when placed in effect by the City Manager or other authorized official.

BENEFITS:

Having an emergency operations plan in place will prepare City departments and staff to execute assigned emergency tasks and ensured maximum survivability of the population and will minimize property damage in the event of a disaster. This Plan also ensures that we are in line with Maricopa County's emergency operations plan for maximum coordination between agencies.

FUTURE ACTION:

Review of the Buckeye Emergency Operations Plan in 2023.

FISCAL YEAR:

2021-22

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

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.C. Training Agreement with Wizard Education for Paramedic Program.
DATE PREPARED: 12/07/21	DISTRICT NO.: ALL
STAFF LIAISON: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719	
DEPARTMENT: Fire	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 Affiliation Agreement for Vehicular Training Experience by and between Wizard Education and the City of Buckeye, acting through the City of Buckeye Fire Department, for participation in the Wizard Medical Education Paramedic Program; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Agreement will provide for the education of students who are training to become paramedics and certified by the Arizona Department of Health Services (ADHS). Wizard Education will provide students the classroom education/coursework necessary to receive their Paramedic Certification and the Fire Department will provide the vehicular field (clinical) experience required by ADHS to obtain their Paramedic Certification. There is no financial cost to the Fire Department to enter into this Agreement with Wizard Education for the purpose of receiving educational paramedic training. The Fire Department retains the right to withdraw a student from the clinical experience whose characteristics prevent desirable relationships with the Fire Department or negatively impacts the welfare of patients or whose performance falls below the level required to maintain practice standards.

The Agreement is for a term of 12 months with an automatic renewal on a year-to-year basis unless either party provides written notice of that party's decision to terminate its participation.

BENEFITS:

Wizard Education and Buckeye Fire mutually benefits from this Agreement:

- Wizard Education provides the classroom and coursework necessary but benefits from Buckeye Fire providing field experience to its students.
- Buckeye Fire benefits by participating in the classroom/coursework necessary to become certified paramedics through the Arizona Department of Health Services.

FUTURE ACTION:

Upon Council approval, the City Clerk will forward an executed Agreement to Fire Administration.

Fire Administration will forward the executed Agreement to the EMS Program Director for Wizard Education (Peoria, AZ).

FINANCIAL IMPACT STATEMENT:

There is no cost to the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

2021/22

FUND/DEPARTMENT:

Fire Department

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

ATTACHMENTS:

[Wizard Education Agreement rev 11.08.211.pdf](#)

AFFILIATION AGREEMENT
FOR
VEHICULAR TRAINING EXPERIENCE

THIS AGREEMENT made and entered into by and between WIZARD EDUCATION and BUCKEYE FIRE DEPARTMENT (hereafter referred to as FIRE DEPARTMENT)

RECITAL:

WHEREAS, WIZARD EDUCATION wishes to participate with FIRE DEPARTMENT in providing coordinated vehicular assignments for education in Paramedic Training Program and FIRE DEPARTMENT wishes to permit such participation.

NOW, THEREFORE, unless an exception is specified by an attached special provisions page to this agreement, it is agreed that:

1. Each party will retain complete control over such program of its own that are outside of this Agreement.
2. WIZARD EDUCATION agrees, in collaboration with FIRE DEPARTMENT and specific departmental representatives, to determine the participation and attendance of its students in the specified training programs, under the direction of the appropriate FIRE DEPARTMENT representative.
3. WIZARD EDUCATION agrees to designate for participation in this Program only those students who have successfully completed the academic training necessary for their participation in the designated Paramedic Training Program and are in good standing with FIRE DEPARTMENT.
4. WIZARD EDUCATION agrees to make all arrangements for consultation and assistance with/for its students regarding tuition, housing, transportation, etc.
5. FIRE DEPARTMENT agrees to provide field experiences designated pursuant to paragraph two. The educational experience provided by FIRE DEPARTMENT will provide the students with sound clinical experience and enforce professional policies.

6. WIZARD EDUCATION shall ensure that all students and clinical Instructors completing clinical activity at FIRE DEPARTMENT are in compliance with all employee health standards and requirements of FIRE DEPARTMENT and the specific department of student placement which will include any or all of the following: negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.

7. Services rendered by students enrolled in the program covered by this Agreement who are not formally engaged as volunteers with FIRE DEPARTMENT, and who are not employed by FIRE DEPARTMENT, will be considered to be educational in nature, and, therefore without monetary compensation to the students. Services performed by the students enrolled in the programs covered by this Agreement will be providing services within the established and written requirements of the degree/certificate being pursued and as required of every candidate for that degree/certificate. The students and clinical instructors agree to comply with all applicable policies and regulations of FIRE DEPARTMENT. FIRE DEPARTMENT retains the ultimate control for all aspects for patient care.

8. The students and clinical instructors of WIZARD EDUCATION shall be furnished emergency medical care and treatment if needed, while on duty at FIRE DEPARTMENT, with the associated expense to be the responsibility of the individual student or clinical instructor.

9. During the term of the Agreement, WIZARD EDUCATION shall maintain coverage's for general liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence/aggregate and professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate for protection of students covered by this Agreement. Such coverage's shall remain in force except that 30 days written notice of cancellation, non-renewal or substantial change shall be given to FIRE DEPARTMENT. As a prerequisite to entry into the training program, WIZARD EDUCATION shall provide evidence of such insurance suitable to FIRE DEPARTMENT, prior to student beginning his/her training program at FIRE DEPARTMENT. Nothing occurring in this Agreement or in its performance shall be construed to result in any person being considered to be an officer, agent, employee or servant of the other party. The word "agents" in this section 10 shall not be deemed to mean a member of the medical staff(s) of FIRE DEPARTMENTS unless that member of the medical staff(s) is an employee of FIRE DEPARTMENT. Nothing in the execution of this Agreement is intended to establish a joint venture by the parties hereto.

10. FIRE DEPARTMENT may withdraw a student from the clinical experience whose characteristics prevent desirable relationships within FIRE DEPARTMENT or negatively impacts the welfare of patients or whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

11. This term of this Agreement shall be for 12 months from _____ and shall automatically renew on a year-to-year basis on the last day of the effective term unless either party gives written notice to the other at least on hundred twenty (120) days before the end of the then existing annual term of that party's decision to terminate its participation hereunder.

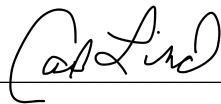
Any changes to THIS AGREEMENT must be in writing by mutual consent of WIZARD EDUCATION and FIRE DEPARTMENT. This Agreement supersedes and replaces all prior agreements between parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement this _____ day of _____.

FOR:

WIZARD EDUCATION
9516 W. Peoria Ave Suite 7
Peoria AZ 85345

BY:



ITS: EMS Program Director

DATE: 11/08/2021

FOR:

CITY OF BUCKEYE, a municipal corporation
Buckeye Fire Department
21699 W. Yuma Rd Ste. 101
Buckeye, AZ 85326

BY:

Eric Orsborn, City Mayor

ATTEST:

City Clerk, Buckeye

APPROVED AS TO FORM:

City Attorney, Buckeye

DATE

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.D. Performing Arts Center (A-Wing) Roofing and Abatement Improvements.
DATE PREPARED: 12/07/21	DISTRICT NO.: 2
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Delivery Order No. 2 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, equipment and services required for roofing and abatement improvements, and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

This is a continuation of last year's Capital Improvement Program. This project shall consist of providing roofing replacement as well as asbestos abatement and lead remediation to support the City's goal of remediating all items necessary for future remodel of the Performing Arts Center (A-Wing) located at 902 Eason Avenue.

A Delivery Order Request for Proposal (DORFP) was issued to the five (5) Job Order Contractors who currently have contracts in place under General Construction Services Contract 2020001(.01 - .05) all with the effective date of May 19, 2020 with one (1) year extension Change Orders in place with all five (5) contractors with a contract end date of May 19, 2022.

Proposals were due on October 28, 2021 and submittals were received from three (3) JOC contractors as follows:

- | | |
|-----------------------------------|--------------|
| 1. GCON, Inc. | \$410,553.00 |
| 2. Foresite Design & Construction | \$344,254.00 |
| 3. Haydon Building Corp. | \$330,434.52 |

It was determined that Haydon Building Corp. was the most responsive and responsible contractor and best suited for the City's needs for this project.

BENEFITS:

This improvement supports the future remodel of the Performing Arts Center (A-Wing) which will fulfill needs of citizens, civic groups, and artists all whom agree that together can promote awareness and appreciation for the arts. This venue will support the local art community by offering classes in the

disciplines of visual arts, theatre, music and dance.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This project is part of the Capital Improvement Program and the contract amount is \$330,434.52.

CURRENT FISCAL YEAR TOTAL COST:

\$330,434.52

BUDGETED:

Yes

FISCAL YEAR:

FY2021/2022

FUND/DEPARTMENT:

50214150-543059 (CIP 2020032)

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

ATTACHMENTS:

[MAP.pdf](#)

[Haydon DO #2 JOC -A-Wing - Resigned.pdf](#)



Aerial Photograph courtesy of Maricopa County Assessor's Office website



Approximate Site Boundary

SITE LOCATION MAP / 2008 AERIAL PHOTOGRAPH

Asbestos Survey
 Buckeye Union High School, A-Wing
 902 East Eason Avenue
 Buckeye, Arizona

July 2008



FIGURE 1

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAYDON BUILDING CORP**

**DELIVERY ORDER #2
JOC CONTRACT NO. 2020001.04**

THIS JOB ORDER CONTRACT AGREEMENT (this "Agreement") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") Haydon Building Corp. an Arizona corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract No. 2020001.04 (the "Contract") between the City and Contractor, dated May 19, 2020, the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

**ARTICLE 1
SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment and services required for roofing and abatement improvements to the Performing Arts Center (A-Wing), more particularly set forth in the scope of work and fee proposal attached as Exhibit A.

**ARTICLE 2
SCHEDULE OF COMPLETION OF WORK**

The Contractor shall commence work within ten (10) days from issuance of the Notice to Proceed and complete the work identified in the Scope of Work within **Sixty (60) calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to City, in addition to all other sums pursuant to the Contract Documents, the sum of **Four Hundred Thirty Dollars and Zero Cents (\$430.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

**ARTICLE 3
COST OF CONSTRUCTION**

The total cost to complete the Scope of Work under this Job Order Contract Delivery Order No. 2 identified in Article 1 as set forth in Exhibit A, is a lump sum of **Three Hundred Thirty Thousand, Four Hundred Thirty Four Dollars and Fifty Two Cents (\$330,434.52)**.

ARTICLE 4
BONDS AND INSURANCE

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required Insurance ACORD form. Payment and Performance Bonds will be required for this project. This Job Order Contract Delivery Order is subject to the terms and conditions of the Contract and may be cancelled pursuant to the provisions of the Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work in Exhibit A, the Contract supersedes the Scope of Work.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Kevin Hitchcock

Kevin Hitchcock, Acting Manager
Construction and Contracting Division

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

HAYDON BUILDING CORP
an Arizona corporation

Fritz Behrhorst

Fritz Behrhorst, Vice President

Adobe Sign Transaction Number: CBJCHBCAABAAKsgzZ_0D_vMokg2cWzna1U8ZNUywlUg-

**EXHIBIT A
PRICE PROPOSAL
AND
SCOPE OF WORK**

PROPOSAL

City Project Name: **PERFORMING ARTS CENTER (A-WING)
ROOFING AND ABATEMENT IMPROVEMENTS**

Solicitation No: **DORFP # 3; JOC Contract 2020001 (.01 - .05)**

Date: 10/28/2021

Proposal from: Haydon Building Corp
(Name of Firm)

To: City of Buckeye, Construction & Contracting Division

The following proposal is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: 1 DATED: 10/11/2021

AMENDMENT NUMBER: 2 DATED: 10/12/2021

AMENDMENT NUMBER: 3 DATED: 10/18/2021

AMENDMENT NUMBER: 4 DATED: 10/21/2021

LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of:

Three Hundred Thirty Thousand, Four Hundred Thirty Four Dollars and Fifty Two Cents Dollars (\$ \$330,434.52).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Item #	Description	Lump Sum	# Days
1	Roofing and Abatement (A-wing facility)	\$310,434.52	60
	CONTINGENCY	\$20,000.00	0
	TOTAL	\$330,434.52	60

Submitted by: Haydon Building Corp

SIGNATURE: _____

NAME: Fritz Behrhorst

TITLE: VP of Pre- Construction

Principal Office: Phoenix

Address: 4640 E Cotton Gin Loop
Phoenix, Arizona 85040

Telephone: 602-809-5932

Email Address: fbehrhorst@haydonbc.com

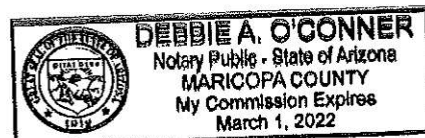
DUNS or Cage No. 03-591-0202

I, Fritz Behrhorst being duly sworn deposes and says that he/she is the
VP of Pre- Construction of Haydon Building Corp Contractor(s), and that answers to the
 foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 28 day of October, 2021

Notary Public: Debbie A O'Conner
 My Commission Expires: 1 day of March, 2022

SIGNATURE: Debbie A O'Conner



SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 3: Performing Arts Center (A-Wing) Roofing and Abatement Improvements ADDENDUM No. 1

ADDENDUM ISSUE DATE: October 11, 2021

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

Name of Company: Haydon Building Corp

Authorized Signature: _____

Print Name and Title: Fritz Behrhorst, VP of Pre- Construction

Date: 10/28/2021

Address: 4640 E Cotton Gin Loop

City, State, Zip Code: Phoenix, Arizona 85040

Telephone Number: 602-809-5932

Email Address: fbehrrhorst@haydonbc.com

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 3: Performing Arts Center (A-Wing) Roofing and Abatement Improvements ADDENDUM No. 2

ADDENDUM ISSUE DATE: October 12, 2021

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

Name of Company: Haydon Building Corp

Authorized Signature: _____

Print Name and Title: Fritz Behrhorst, VP of Pre- Construction

Date: 10/28/2021

Address: 4640 E Cotton Gin Loop

City, State, Zip Code: Phoenix, Arizona 85040

Telephone Number: 602-809-5932

Email Address: fbehrrhorst@haydonbc.com

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 3: Performing Arts Center (A-Wing) Roofing and Abatement Improvements ADDENDUM No. 3

ADDENDUM ISSUE DATE: October 18, 2021

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

Name of Company: Haydon Building Corp

Authorized Signature: _____

Print Name and Title: Fritz Behrhorst, VP of Pre- Construction

Date: 10/28/2021

Address: 4640 E Cotton Gin Loop

City, State, Zip Code: Phoenix, Arizona 85040

Telephone Number: 602-809-5932

Email Address: fbehrrhorst@haydonbc.com

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 3: Performing Arts Center (A-Wing) Roofing and Abatement Improvements ADDENDUM No. 4

ADDENDUM ISSUE DATE: October 21, 2021

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

Name of Company: Haydon Building Corp

Authorized Signature: _____

Print Name and Title: Fritz Behrhorst, VP of Pre- Construction

Date: 10/28/2021

Address: 4640 E Cotton Gin Loop

City, State, Zip Code: Phoenix, Arizona 85040

Telephone Number: 602-809-5932

Email Address: fbehrrhorst@haydonbc.com

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Haydon Building Corp

(Contractor's Name)
as Principal, and Travelers Casualty and Surety Company of America
City of Buckeye as OWNER in the penal sum of Ten Percent of Amt Bid (10%) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

Signed this 28th day of October, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted a certain
BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for:
DORFP #3 JOC CONTRACT #2020001 (.01 - .05) PERFORMING ARTS CENTER (A-WING)
ROOFING AND ABATEMENT IMPROVEMENTS.

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into
a contract with the obligee in accordance with the terms of the proposal and gives the bonds
and certificates of insurance as specified in the standard specifications with good and sufficient
surety for the faithful performance of the contract and for the prompt payment of labor and
materials furnished in the prosecution of the contract, or in the event of the failure of the
principal to enter into the contract and give the bonds and certificates of insurance, if the
principal pays to the obligee the difference not to exceed the penalty of the bond between the
amount specified in the proposal and such larger amount for which the obligee may in good
faith contract with another party to perform the work covered by the proposal then this
obligation is void. Otherwise it remains in full force and effect provided, however, that this
bond is executed pursuant to the provisions of § 34-201, Arizona Revised Statutes, and all
liabilities on this bond shall be determined in accordance with the provisions of the section to
the extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed,
and these presents to be signed by their proper officers, the day and year first set forth above.

Haydon Building Corp

By: Leslie K. Kieue

(Principal)

LESLIE K. KIEUE, VICE PRESIDENT

Travelers Casualty and Surety Company of America

(Name of Surety)

By: Debra K. Williams

(Signature)

Debra K. Williams, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Debra K. Williams** of **Mesa Arizona**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

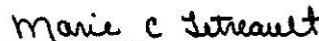
By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

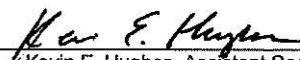
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of October, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

Scope of Work: Contractor to provide the following Environmental Contracting Service (Asbestos and Lead Remediation). Environmental Consultant will verify and do site walk of existing conditions and refer to Wood Environmental report dated 2/13/2020. Goal of City is to remediate all items necessary for future remodel.

Asbestos

Approximately 30,000 square feet of drywall system, walls, ceilings and soffits located in the Auditorium, Orchestra Pit, Stage, Loft, Restrooms and rooms located to either side of the stage area.

Approximately 1,000 square feet of Brick texture located in Rooms 5 and 6.

Approximately 850 square feet of acoustical ceiling tiles and associated ACM mastic pucks located in the Basement.

Approximately 300 linear feet of brown base cove and mastic located in Room 112.

Mirror Mastic – 4 Mirrors, Rooms 5 and 6.

Fire Curtains – 20, Stage

Theater Lights – 10, Stage

Lead Based Paint

Green Paint on CMU Block, Stage and Loft area (Stabilize paint for painting).

Teal Exterior Metal Doors (Remove door and frame).

All Metal Doors and Jambs identified, Interior (Remove door and frame).

Tan Wood Fascia Perimeter of Building (Stabilize paint for painting).

Metal roll Up Doors (Stabilize paint for painting).

White Wood Stair Railing, east and west ends of Stage (Remove and dispose).

Tan wood stairs, Room 10 Basement (Remove and dispose).

Yellow Brick, Room 10 (Stabilize for painting).

White Metal Casement Window (1), Room 10 inside wall cavity (Remove and dispose).

Black wall, Orchestra Pit (Remove and dispose).

Five panel wood door, Basement Room C (Remove and dispose).

Green cabinets and doors, Basement Level (Remove and dispose).

Acoustical tile, Basement (Remove and dispose).

Tan concrete floor (Stabilize for painting).

Green walls, basement (Stabilize for painting).

Cream metal column, Room 112 (Stabilize for painting).

Non-Asbestos or Lead Considerations

Will require 2 lifts for drywall removal and exterior fascia stabilization.

Include removal and disposal of auditorium seating.

Include removal of wood flooring in auditorium seating area so that lifts can be used for drywall removal.

Include removal of any bulbs, ballasts, mercury switches and battery backups in the work area.

All work will be performed in accordance with Federal, State and local Regulations concerning the handling and disposal of asbestos and lead containing materials.

All Supervisors and laborers will have the appropriate AHERA certification for performing the asbestos work.

All generated regulated asbestos waste will be placed in leak tight container, properly labeled and taken to an asbestos landfill for disposal. All generated regular construction debris will be thrown into the construction dumpster on site provided by the Client. This Opinion of Cost assumes a TCLP has been taken of the lead containing materials and that the debris can be taken to a regular construction debris landfill.

EXHIBIT B
CONSTRUCTION DOCUMENTS

DATA

DESCRIPTION: CITY OF BUCKEYE "A-WING"
ROOF REPLACEMENT
ROOF RENOVATIONS OF THE "A-WING".

ADDRESS: 902 EASON AVENUE
BUCKEYE, AZ 85326

PHONE: 400-16-004B
SUFFIX: SU
CITY: BUCKEYE, AZ
PROJECT: EMCC BUCKEYE EDUCATIONAL CENTER
PROJECT TYPE: A-1, A-3, B & S-1
PROJECT CODE: III-B (A.F.E.S.)

SCOPE

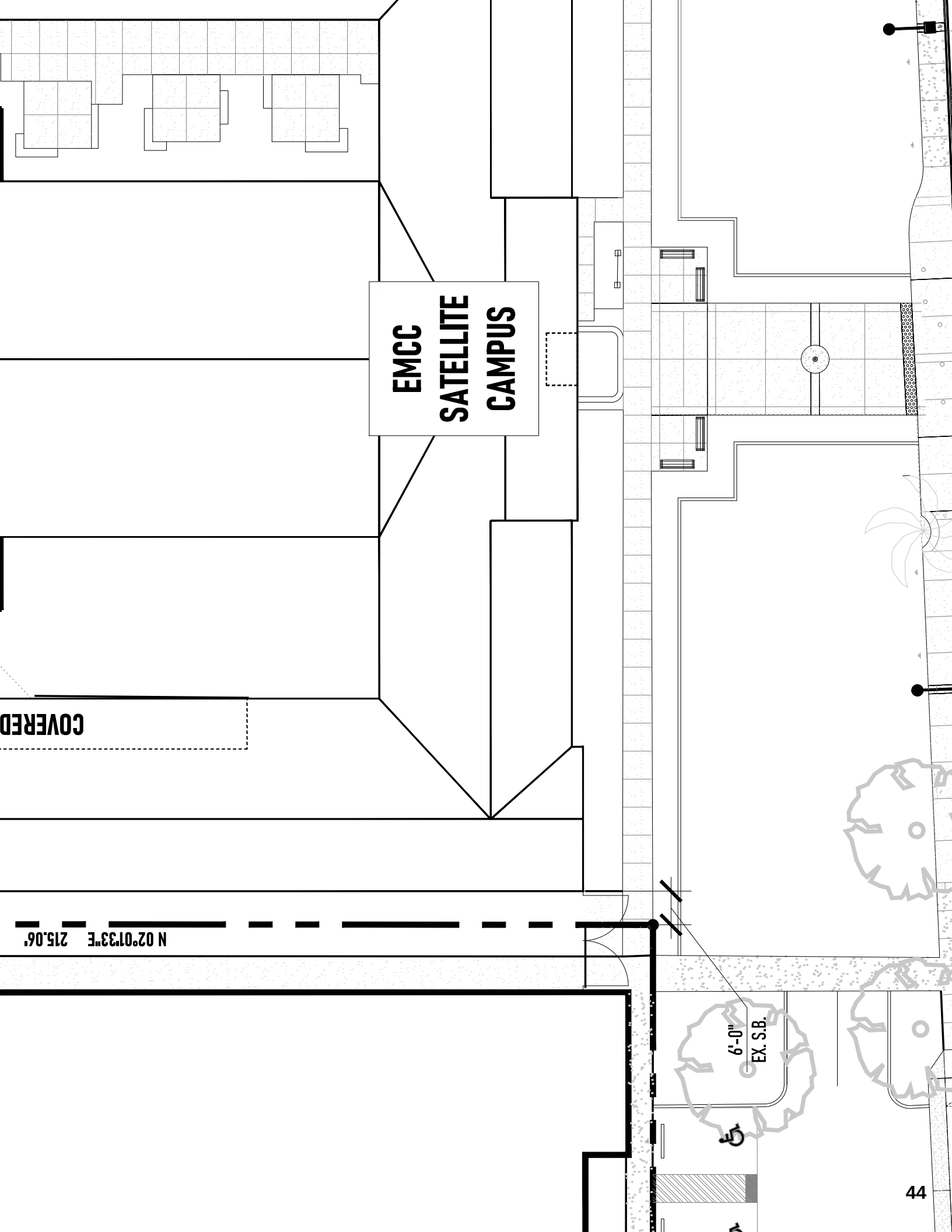
SCOPE OF WORK: ADDITION OF 1972 ADDITIONS TO THE PERFORMING ARTS CENTER
INCLUDING DEMOLITION AND HAUL OFF OF EXISTING HVAC EQUIPMENT,
REPAIRS, ROOF OVER-FRAMING FOR SLOPE, ADDED
SINGLE MEMBRANE ROOFING, FLASHING AND HVAC CURBS
EQUIPMENT.

CODES

- ELECTRICAL CODE
- NATIONAL BUILDING CODE ADMINISTRATIVE PROVISIONS
- NATIONAL BUILDING CODE
- NATIONAL ENERGY CONSERVATION CODE
- NATIONAL EXISTING BUILDING CODE
- NATIONAL FIRE CODE
- NATIONAL Liquefied Gas Code
- NATIONAL GREEN CONSTRUCTION CODE

GENERAL NOTES

1. THESE NOTES ARE APPLICABLE TO ALL DRAWINGS IN THIS SET.
2. THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE CONTRACTOR. THESE SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE CONTRACTOR.
3. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
4. ONLY WRITTEN DIMENSIONS SHALL BE USED. DO NOT SCALE DRAWINGS. DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY WORK.
5. THESE DOCUMENTS ARE INTENDED TO DEFINE THE SCOPE OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL DESIGN WORK REQUIRED FOR THEIR RESPECTIVE TRADES AS ADHERING TO ALL APPLICABLE CODES AND STANDARD ACCEPTED PRACTICES.
6. ALL MATERIALS TO BE SUPPLIED OR REQUIRING OFF SITE FABRICATION WILL BE SHOWN ON THE ARCHITECT IN THE FORM OF SHOP DRAWINGS AND/OR CATALOG CUTS FOR REVIEW. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THIS INFORMATION IN A TIMELY MANNER TO AVOID IMPEDING THE PROGRESS OF THE WORK.
7. ALL WOOD COMING IN CONTACT WITH CONCRETE OR EARTH SHALL BE TREATED WITH AN APPROPRIATE PRESERVATIVE.
8. VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SAW CUTTING AND / OR TRENCHING.
9. IT IS THE INTENT OF THESE CONTRACT DOCUMENTS TO DEFINE A COMPLETE FINISH. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MATERIAL, SYSTEM, EQUIPMENT OR ASSEMBLY WHICH NORMALLY WOULD BE PROVIDED AND FINISHED AS IF SPECIFICALLY NOTED.
10. COORDINATE WITH ALL TRADES THE LOCATIONS OF SLEEVES OR OTHER PRESET ACCESSORIES AND OTHER TRADES.
11. ALL PATCH WORK SHALL MATCH EXISTING COLOR, TEXTURE AND MATERIALS.
12. THE STARTING OF WORK BY ANY CONTRACTOR OR SUBCONTRACTOR SHALL BE CONSIDERED EVIDENCE THAT HE HAS INSPECTED AND ACCEPTED ALL CONDITIONS INVOLVED IN THE WORK. THE WORK SHALL BE SATISFACTORY.
13. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT LOADS AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CHANGES IN SIZE, WEIGHT, AND LOCATION, OR ADDITIONAL LOAD TO THOSE SHOWN ON THE DRAWINGS.
14. BIDDING OF CONTRACT DOCUMENTS BY SUBCONTRACTOR AND GENERAL CONTRACTOR SHALL BE UPON COMPLETE SETS. CONTRACTORS ARE EXPECTED TO HAVE A FULL UNDERSTANDING OF THE COORDINATION OF ALL TRADES AND CONDITIONS TO BE ENCOUNTERED DURING THE WORK.



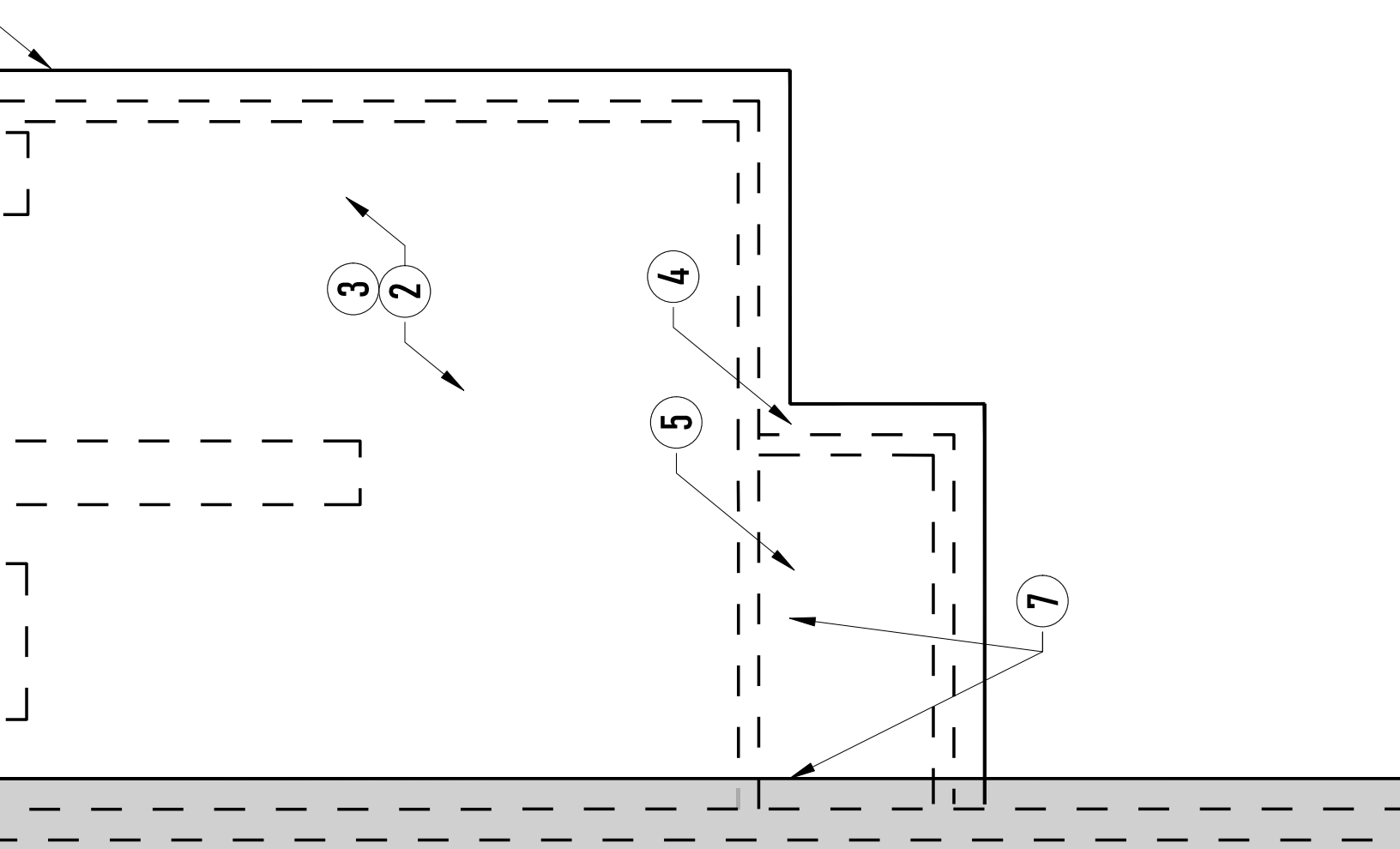
**EMCC
SATELLITE
CAMPUS**

COVERED

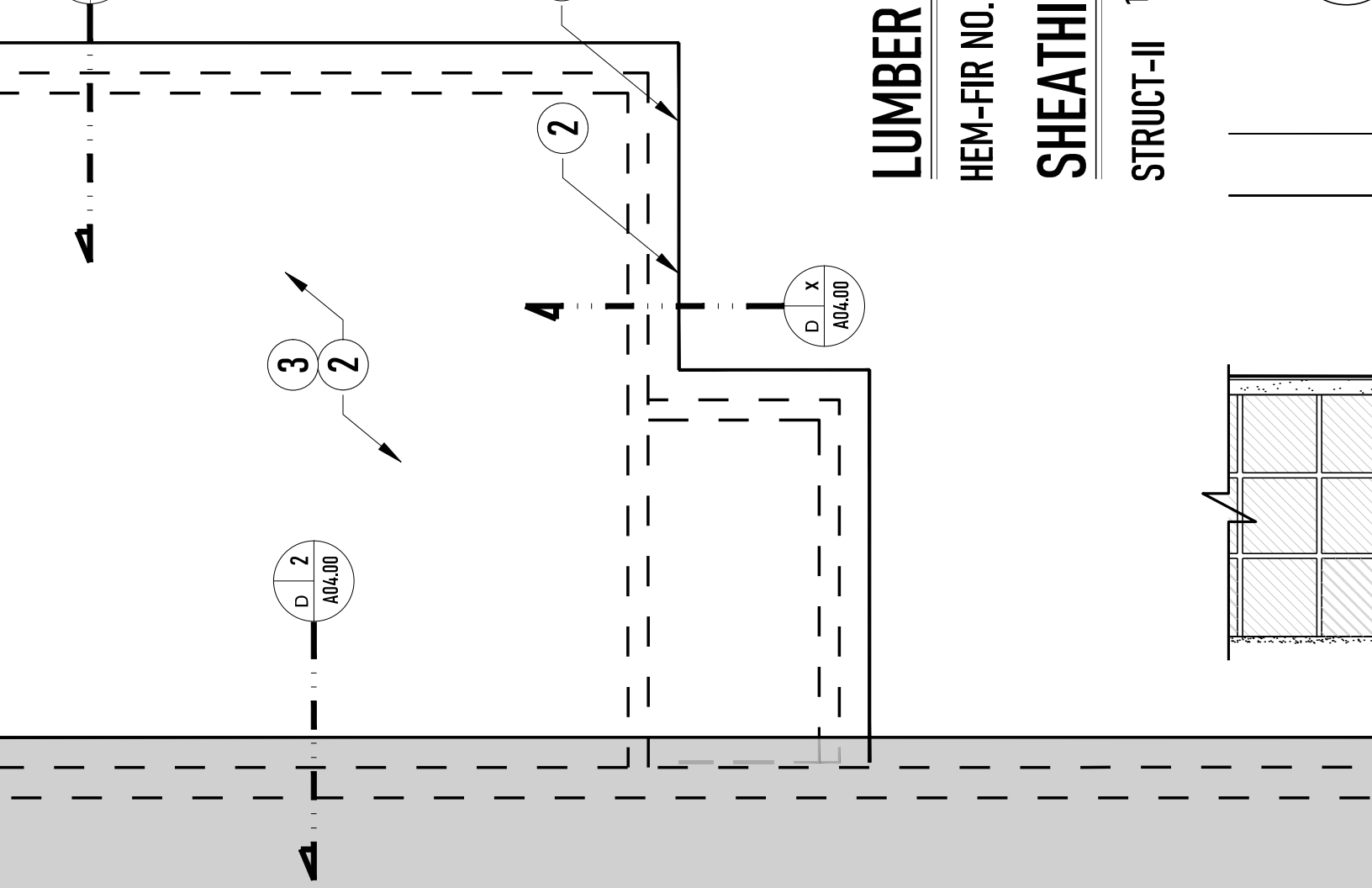
N 02°01'33"E 215.06'

**6'-0"
EX. S.B.**

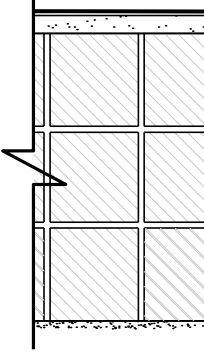
TING TORIUM A PART

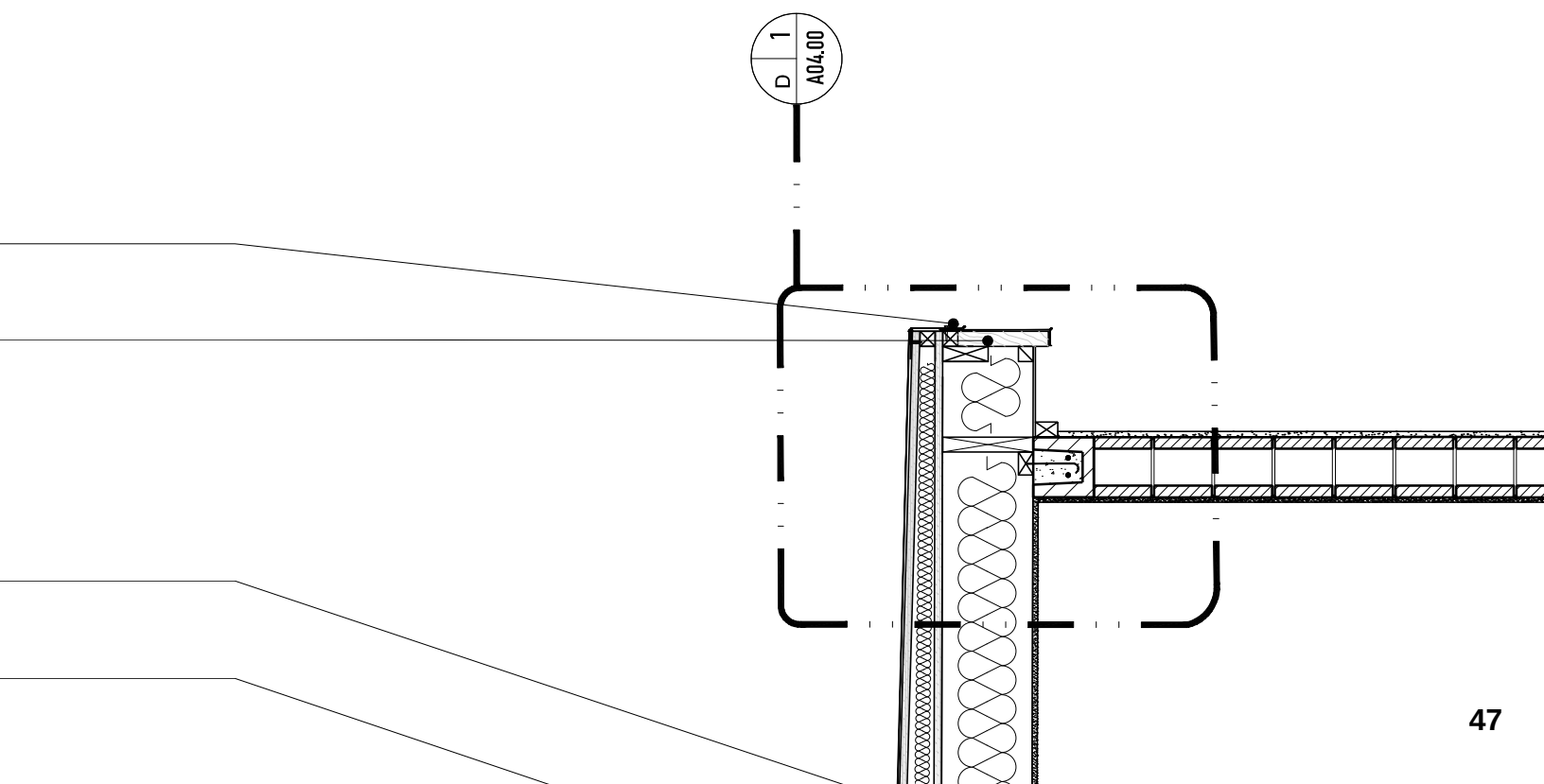
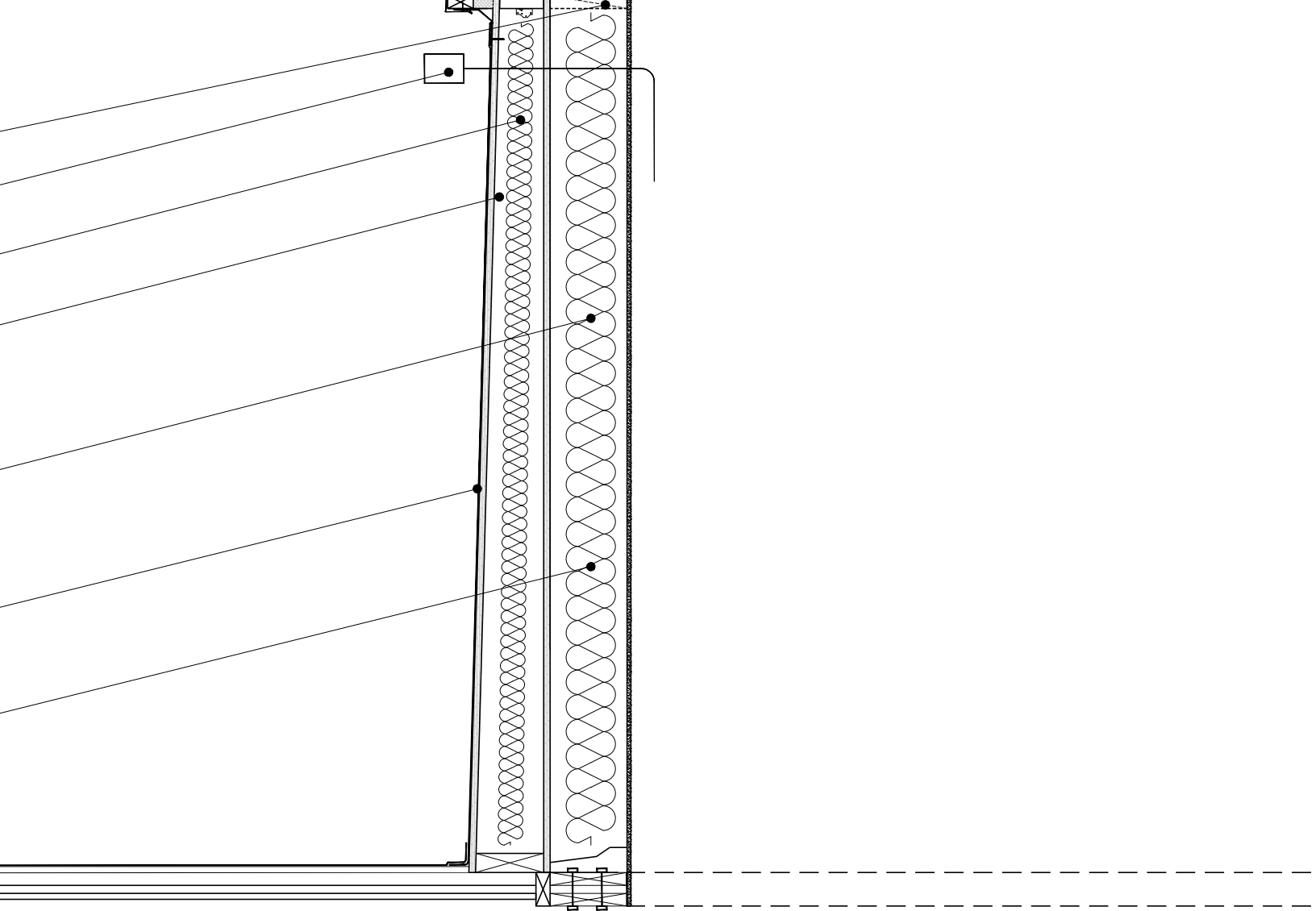


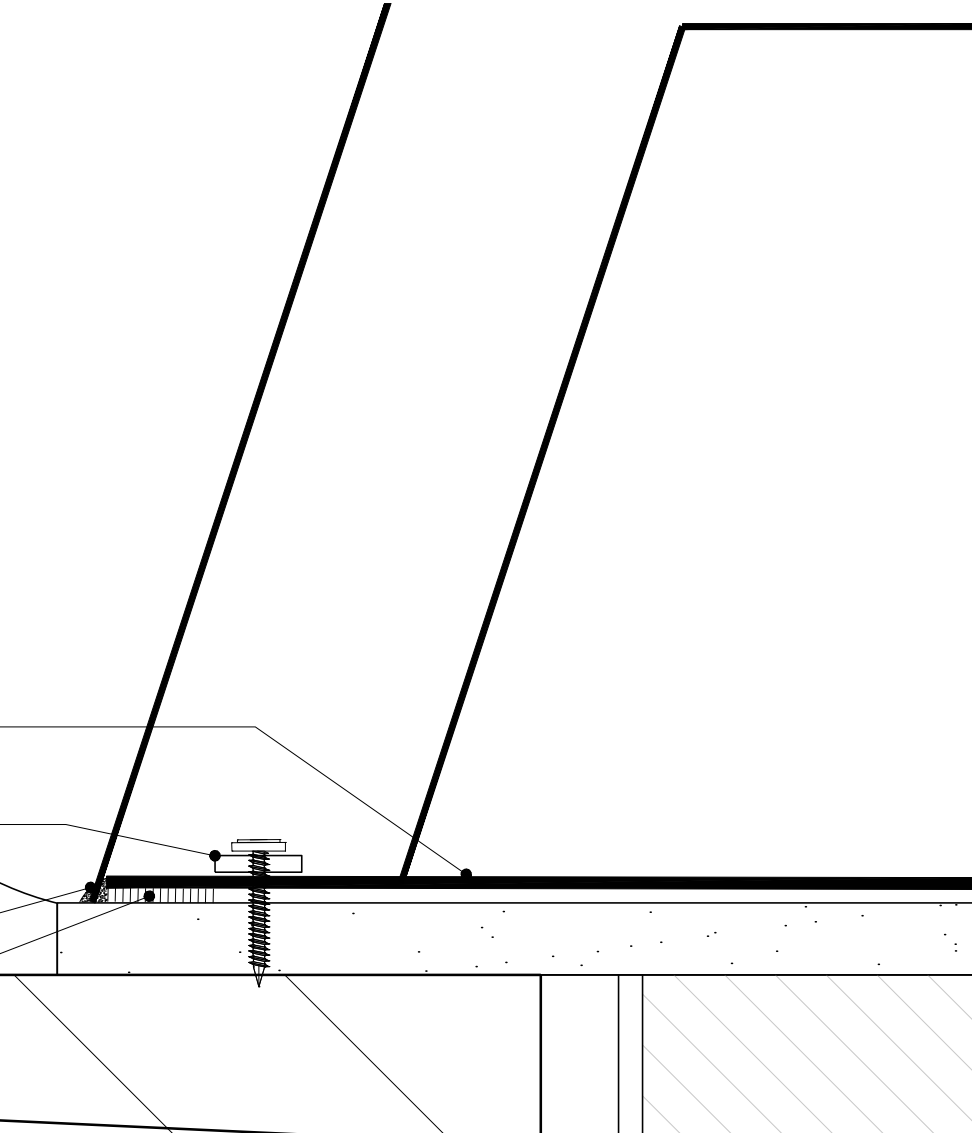
STING DITORIUM - A PART



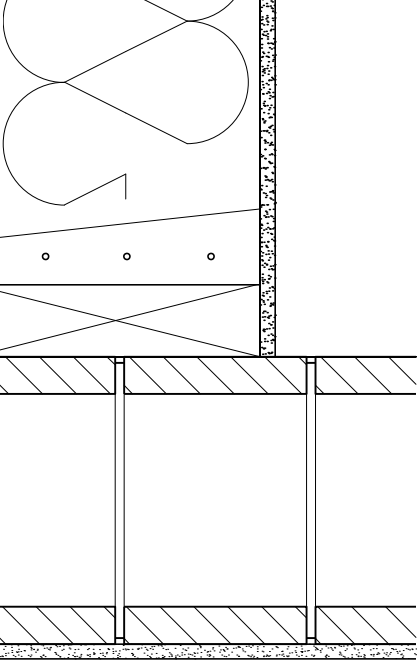
LUMBER
HEM-FIR NO.
SHEATHING
STRUCT-II







P.O. AT EXISTING MASONRY DETAIL



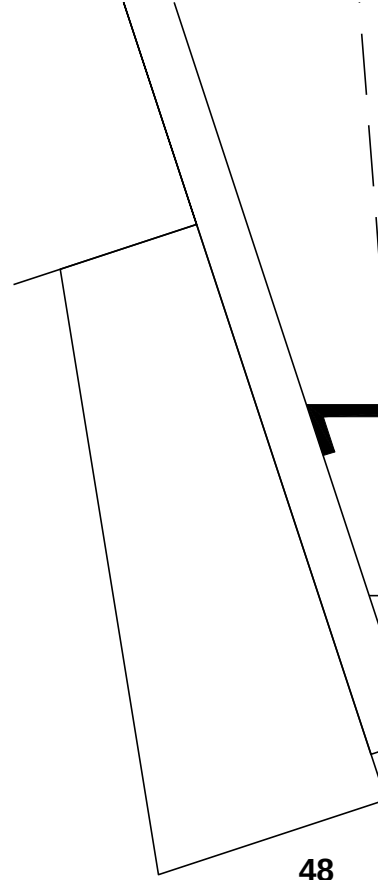
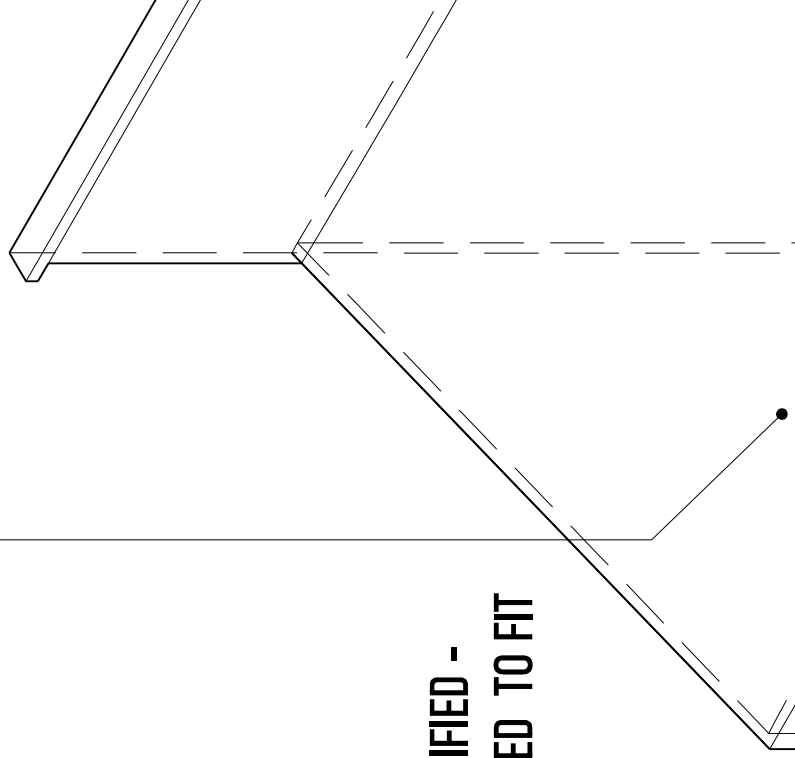
ROOF STEP DOWN DETAIL

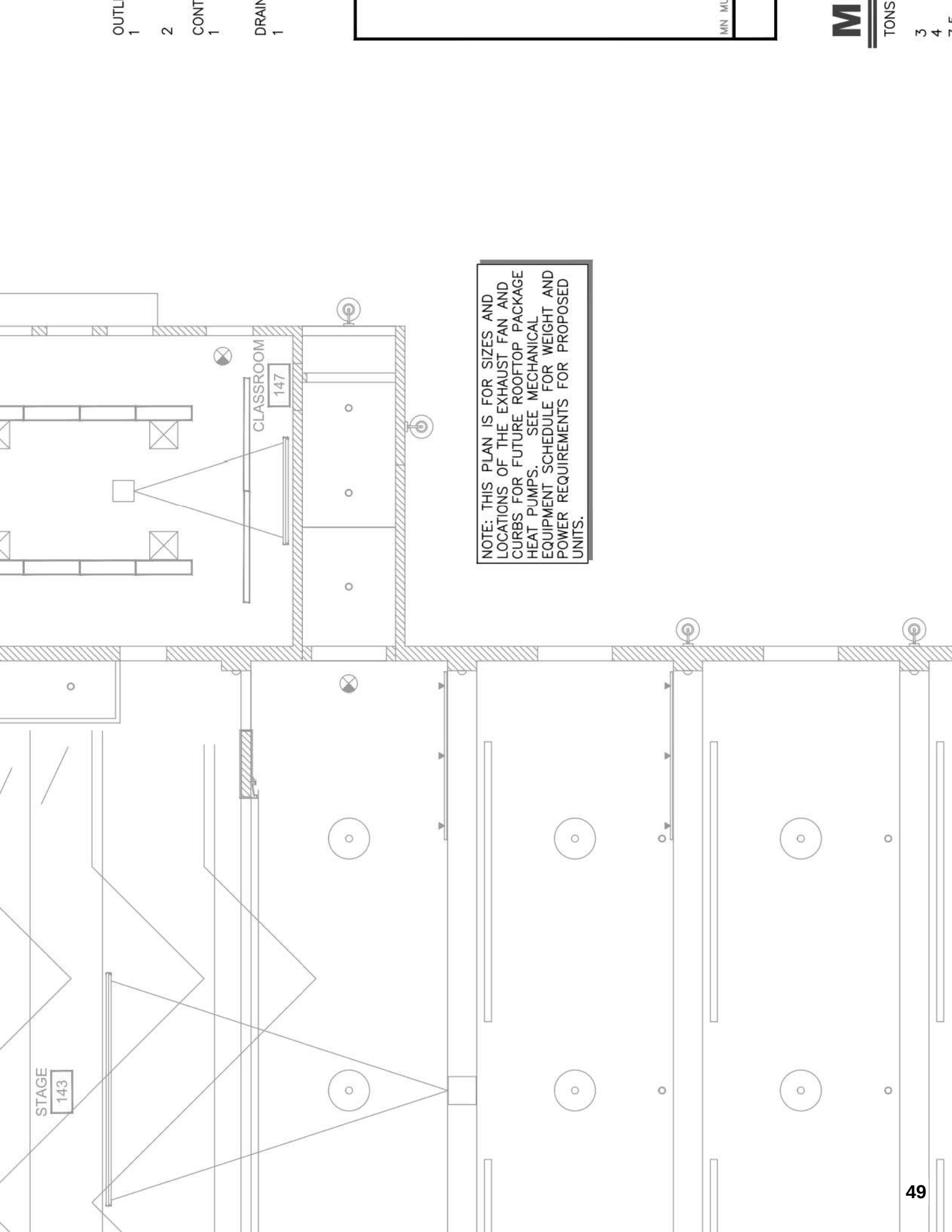
3

SCALE: 1-1/2"=1'-0"

15

FIELD VERIFIED -
CUSTOMIZED TO FIT





Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		EER	IEER/SEER	Elevation
DX cooling	3 Ton	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	12.5 EER	16.00	0.00 ft
		1200 cfm	0.500 in H2O	3.41 ft	3.69 ft	5.82 ft	514.0 lb	793.0 lb			

Fresh Air Selection	Motorized OA damper 0-50% 3 ph
Panels/Filters	Std pnl/2 in pltd filters MERV 8-3ph

Voltage/phase/hertz	460/60/3
MCA	13.00 A
MOP	15.00 A



Entering Dry Bulb	80.00 F	Capacity	
Entering Wet Bulb	67.00 F	Gross Total	30.85 MBh
Ambient Temp	114.00 F	Gross Sensible	25.19 MBh
Leaving Coil Dry Bulb	57.87 F	Net Total	29.85 MBh
Leaving Coil Wet Bulb	57.79 F	Net Sensible	24.19 MBh
Leaving Unit Dry Bulb	61.53 F	Fan Motor Heat	0.39 MBh
Leaving Unit Wet Bulb	59.27 F	Refrig Charge-circuit 1	9.2 lb

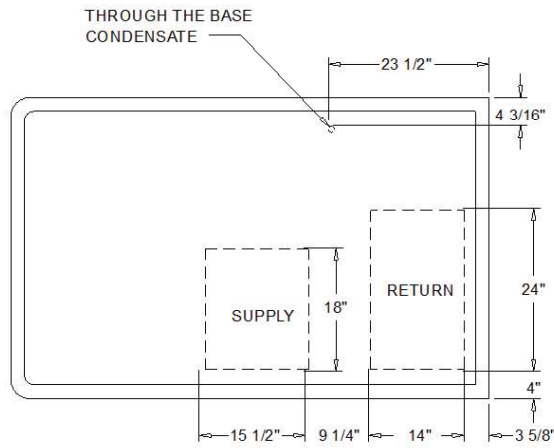
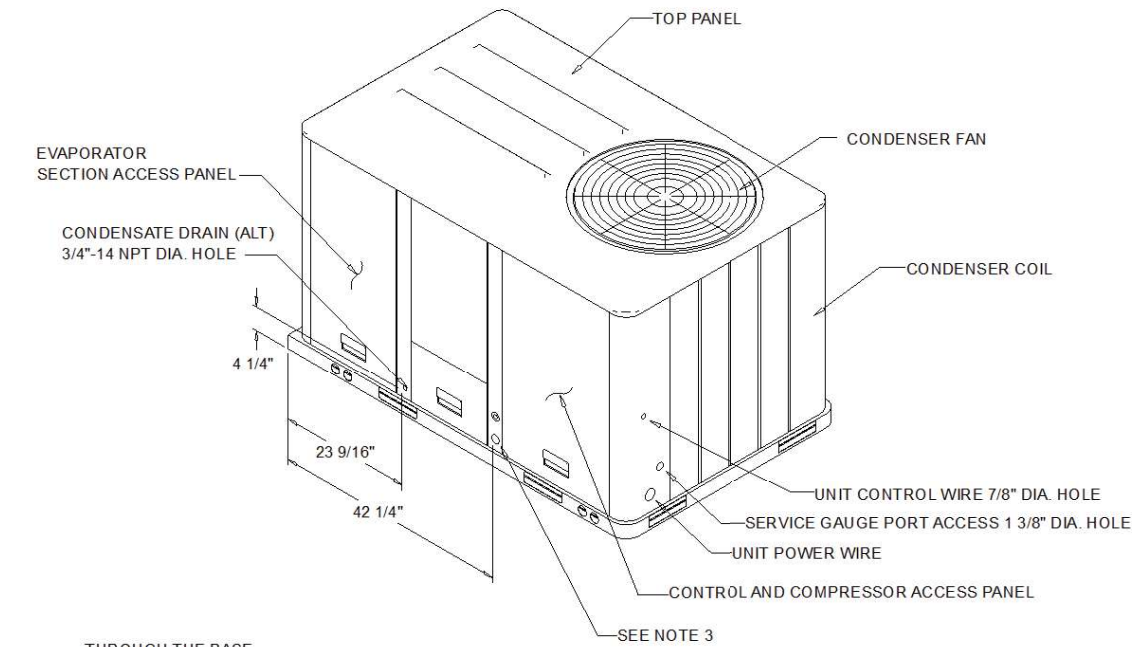
Output Heating Capacity	23.80 MBh
Output Heating Capacity with Fan	24.19 MBh
Heating Delta T	19.49 F
Heating EAT	70.00 F
Heating Ambient Temp	32.00 F

Indoor Fan Data		Outdoor Fan Data	
Type	FC Centrifugal	Type	Propeller
Drive Type	Variable Direct	Fan Quantity	1
Evap Fan FLA	4.30 A	Drive Type	Direct
Indoor Fan Performance		Outdoor Fan Performance	
Airflow	1200 cfm	Outdoor Motor Power	0.27 kW
Design ESP	0.500 in H2O	Condenser Fan FLA	0.55 A
Component SP	0.100 in H2O		
Total SP	0.600 in H2O		
Supply Motor Horsepower	0.000 hp		
Indoor Motor Operating Power	0.40 bhp		
Indoor Motor Power	0.30 kW		
Indoor RPM	827 rpm		

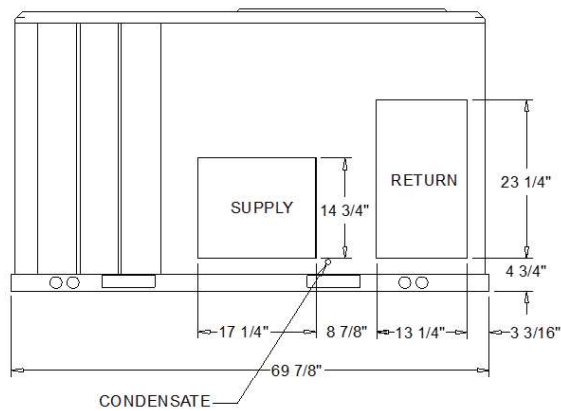
Power	2.97 kW
Circuit 1 RLA	5.70 A
Circuit 2 RLA	0.00 A

Roof curb	yes
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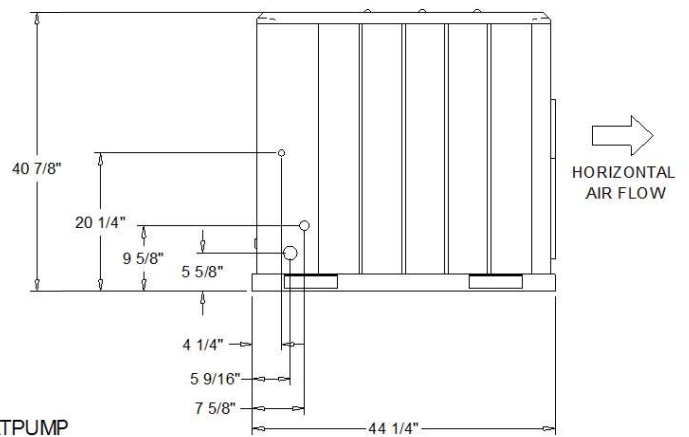
Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	82 dB	76 dB	67 dB	60 dB	54 dB	50 dB	49 dB	54 dB
Ducted Inlet	77 dB	71 dB	59 dB	54 dB	52 dB	46 dB	43 dB	47 dB
Outdoor Noise	86 dB	85 dB	79 dB	78 dB	75 dB	76 dB	68 dB	63 dB



PLAN VIEW UNIT
DIMENSION DRAWING



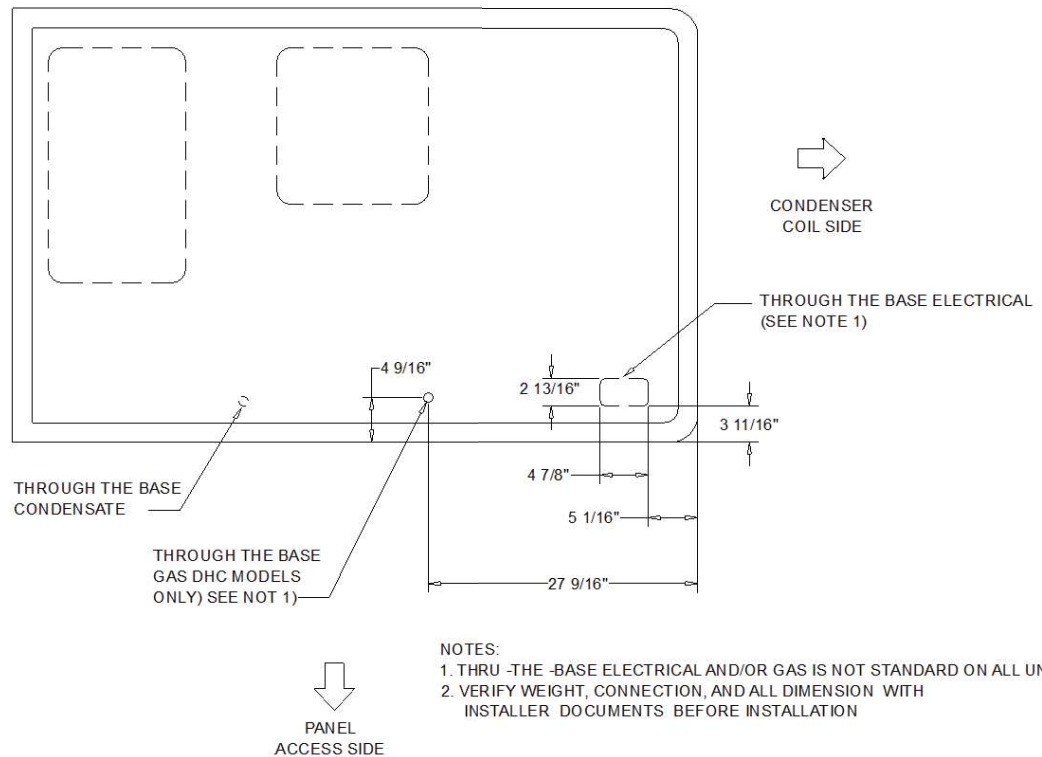
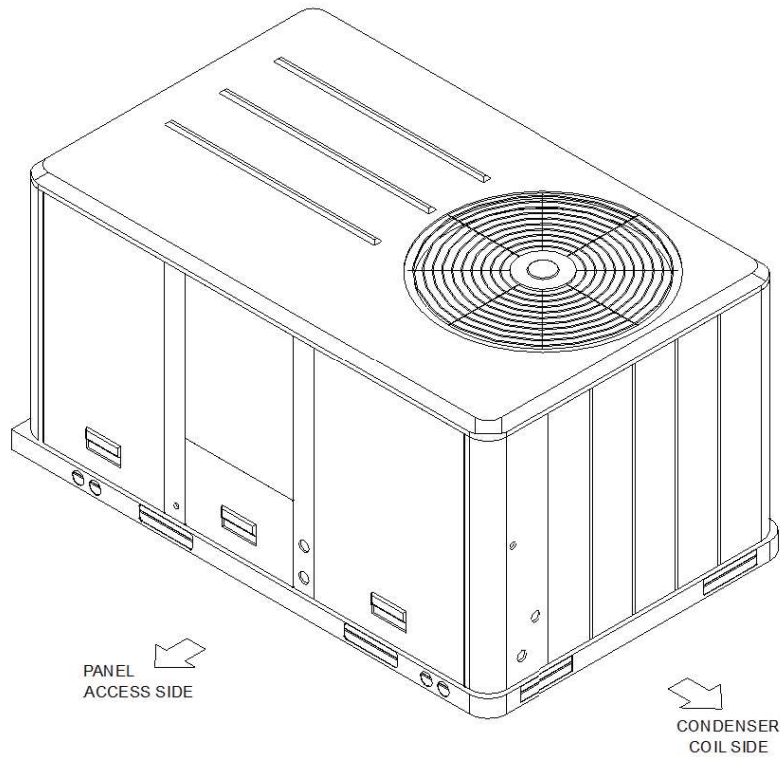
PACKAGED HEATPUMP
DIMENSION DRAWING





TRANE

Job Name: Buckeye HS A-Wing
Prepared By:
Unit Tag: HRTU-3T
Quantity: 1



THRU THE BASE ELECTRICAL
PLAN / ISO VIEW DRAWING



ELECTRICAL / GENERAL DATA

GENERAL ⁽²⁾⁽⁴⁾⁽⁶⁾ Model: WHC036H Unit Operating Voltage: 414-506 Unit Primary Voltage: 460 Unit Secondary Voltage: -- Unit Hertz: 60 Unit Phase: 3 EER / SEER: 12.8/15.7 Standard Motor Minimum Circuit Ampacity: 13.0 Maximum Fuse Size: 15.0 Maximum (IACR) Circuit Breaker: 15.0			
Oversized Motor		Field Installed Oversized Motor	
Minimum Circuit Ampacity: N/A		Minimum Circuit Ampacity: N/A	
Maximum Fuse Size: N/A		Maximum Fuse Size: N/A	
Maximum (IACR) Circuit Breaker: N/A		Maximum (HACR) Circuit Breaker: N/A	

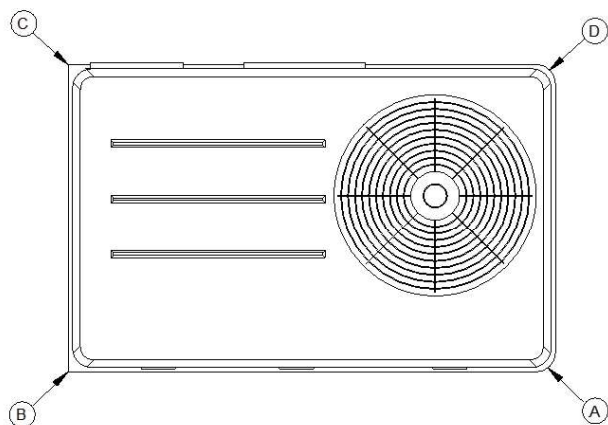
INDOOR MOTOR Standard Motor Number: 1 Horsepower: 0.75 Motor Speed (RPM): - Phase: 1 Full Load Amps: 4.3 Locked Rotor Amps: -			
Ousized Motor		Field Installed Oversized Motor	
Number: N/A		Number: N/A	
Horsepower: N/A		Horsepower: N/A	
Motor Speed (RPM): N/A		Motor Speed (RPM): N/A	
Phase: N/A		Phase: N/A	
Full Load Amps: N/A		Full Load Amps: N/A	
Locked Rotor Amps: N/A		Locked Rotor Amps: N/A	

COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 3.8 Phase: 3 Rated Load Amps: 5.7 Locked Rotor Amps: -		OUTDOOR MOTOR Number: 1 Horsepower (Bhp): 0.25 Motor Speed (RPM): 1100 Phase: 3 Full Load Amps: 0.55 Locked Rotor Amps: -	
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POWER EXHAUST ACCESSORY ^(3,7) (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A		FILTERS Type: Throwaway Furnished: - Number: 2 Recommended: 20"x35"x2"	REFRIGERANT ⁽²⁾ Type: R410 Factory Charge Circuit #1: 9.2 lb Circuit #2: -
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NOTES:

- Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
- Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
- Value does not include Power Exhaust Accessory.
- Value includes oversized motor.
- Value does not include Power Exhaust Accessory.
- EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.



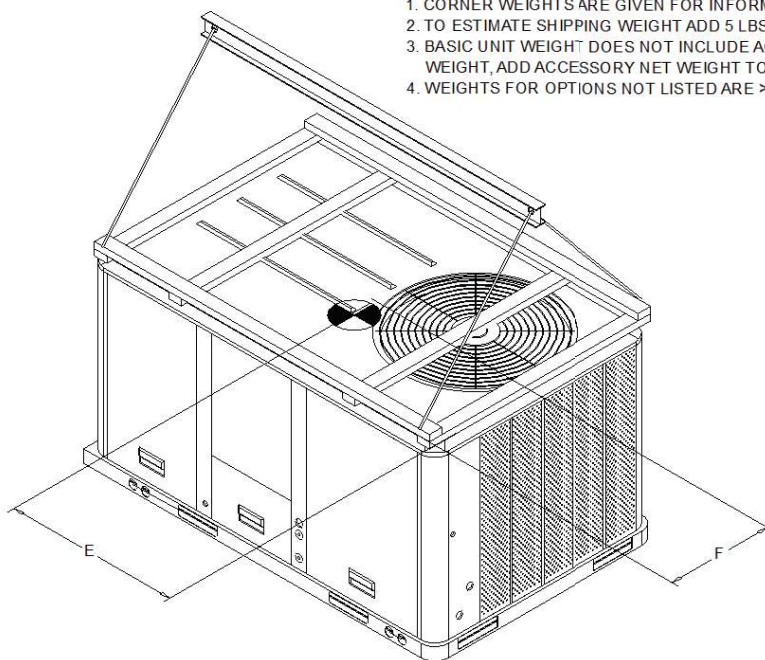
PACKAGED HEAT PUMP
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY					WEIGHTS		
ECONOMIZER							
MOTORIZED OUTSIDE AIR DAMPER					20.0 lb		
MANUAL OUTSIDE AIR DAMPER							
BAROMETRIC RELIEF							
OVERSIZED MOTOR							
BELT DRIVE MOTOR							
POWER EXHAUST							
HEATER							
THROUGH THE BASE ELECTRICAL (FIOPS)							
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)							
UNIT MOUNTED DISCONNECT (FIOPS)							
POWERED CONVENIENCE OUTLET (FIOPS)							
HINGED DOORS (FIOPS)					10.0 lb		
HAIL GUARD							
SMOKE DETECTOR, SUPPLY / RETURN							
ROOF CURB					61.0 lb		
BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITY	
SHIPPING	NET	(A)	142.0 lb	(C)	111.0 lb	(E) LENGTH	(F) WIDTH
619.0 lb	514.0 lb	(B)	120.0 lb	(D)	142.0 lb	31"	22"

NOTE:

1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT.
4. WEIGHTS FOR OPTIONS NOT LISTED ARE >5 LBS.

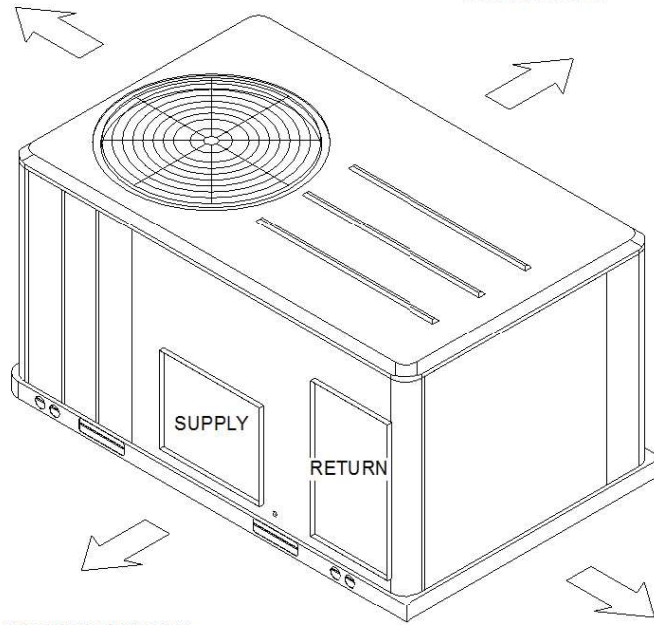


PACKAGED HEAT PUMP
RIGGING AND CENTER OF GRAVITY

CLEARANCE FROM TOP OF UNIT 72"

CLEARANCE 36"

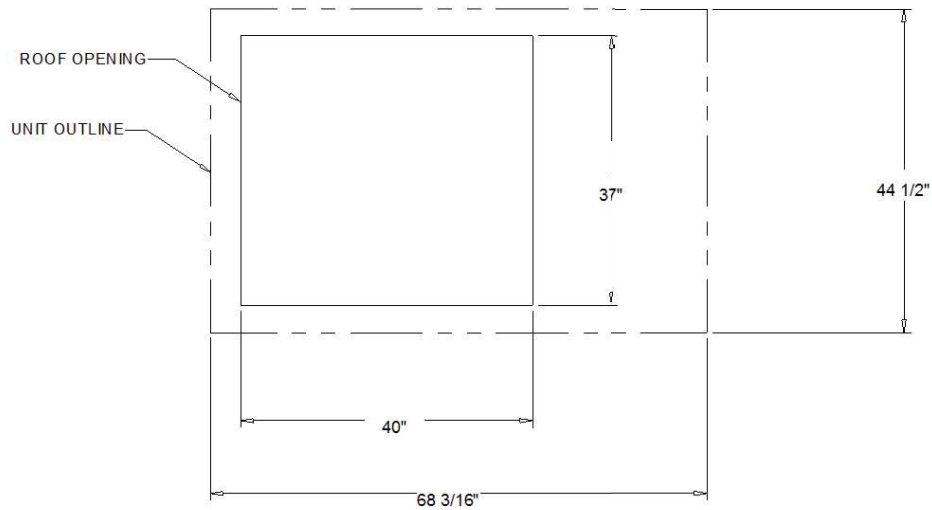
CLEARANCE 48"



DOWNFLOW CLEARANCE 36"
 HORIZONTAL CLEARANCE 18"

CLEARANCE 36"

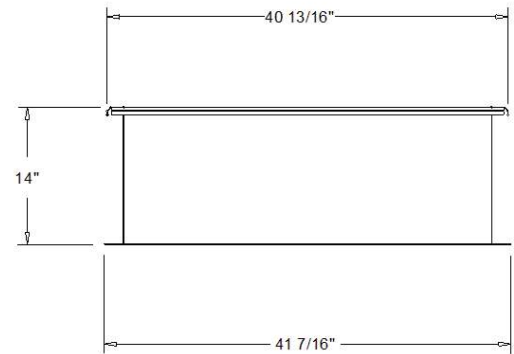
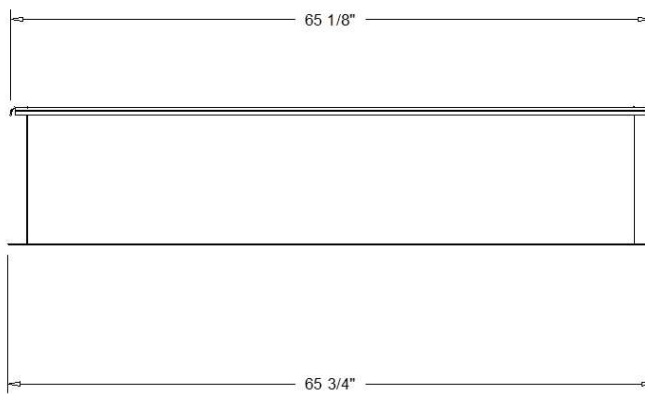
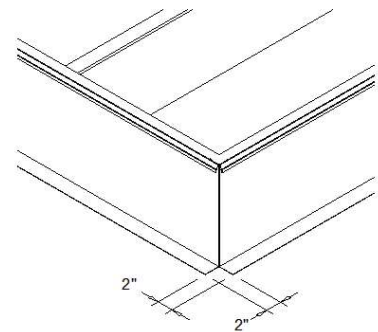
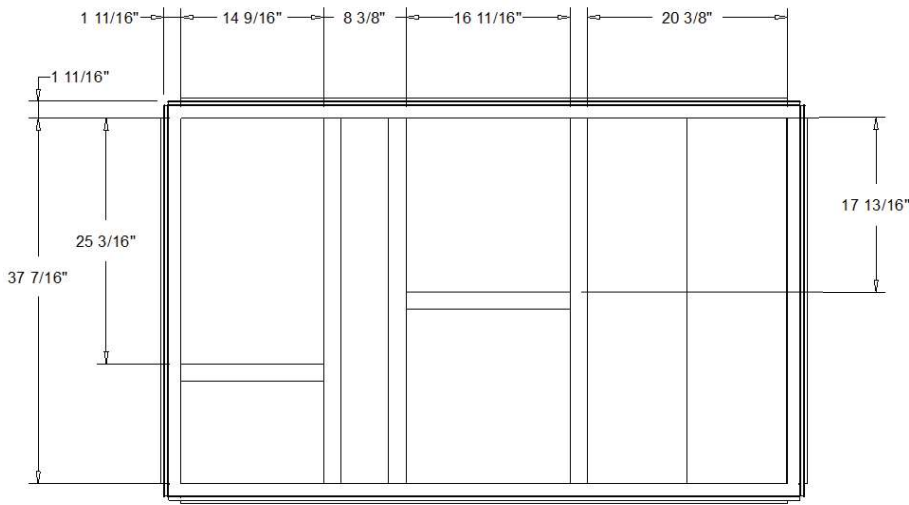
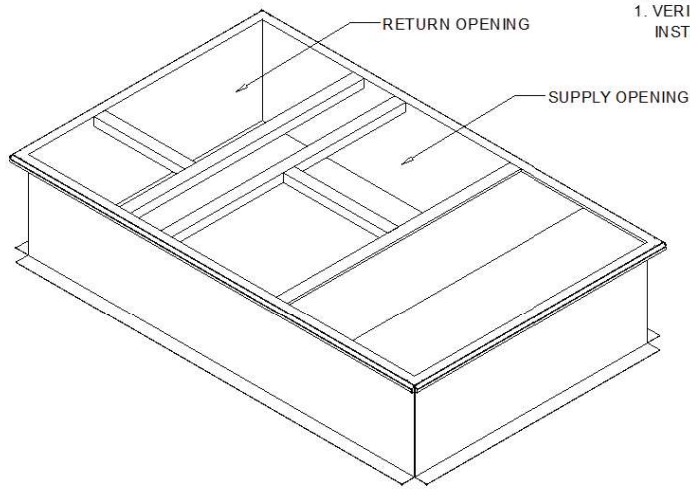
PACKAGED HEAT PUMP
 CLEARANCE



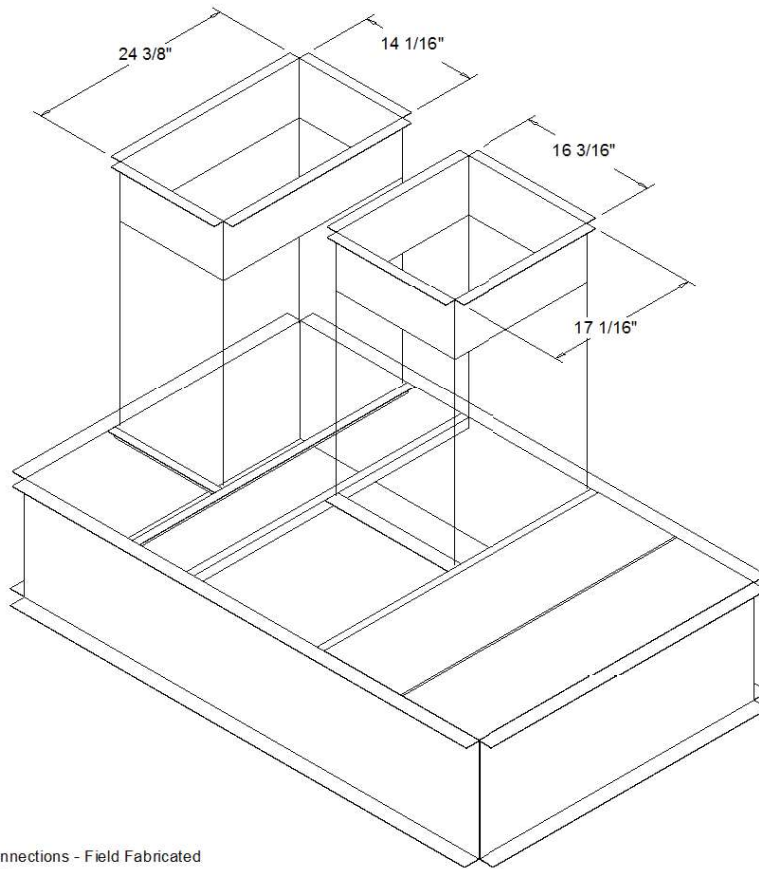
PACKAGED HEAT PUMP
 DOWNFLOW TYPICAL ROOF OPENING

NOTES:

1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



ROOF TOP CURB (BAYCURB042)
 ACCESSORY



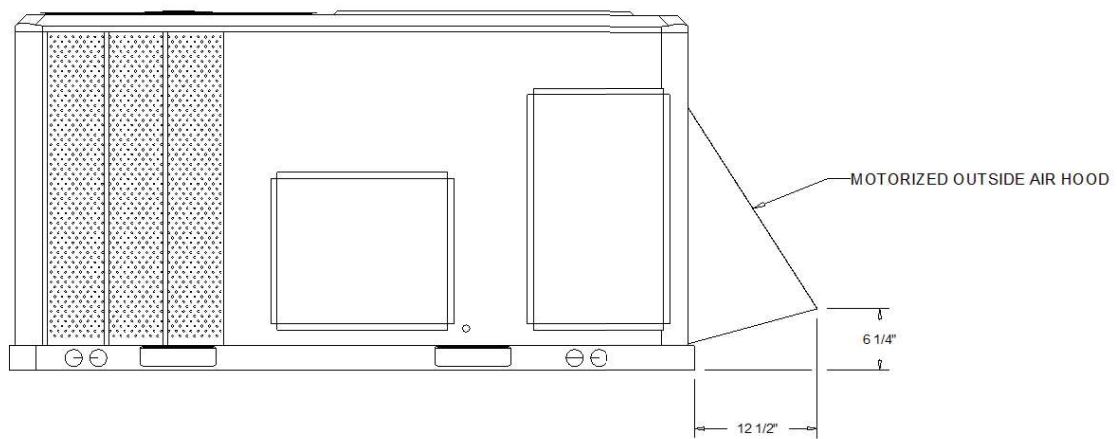
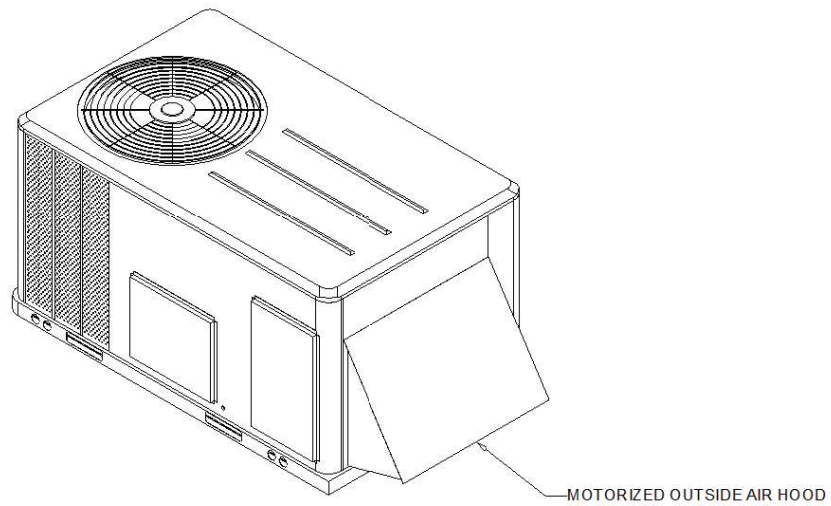
Downflow Duct Connections - Field Fabricated
All Flanges - 1 1/4"

ACCESSORY - DUCT CONNECTIONS



TRANE

Job Name: Buckeye HS a-wing
Prepared By:
Unit Tag: HRTU-3T
Quantity: 1



ACCESSORY - MOTORIZED OUTSIDE AIR HOOD

Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		EER	IEER/SEER	Elevation
DX cooling	7.5 Ton (092)	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	11.8 EER	15.50	0.00 ft
		3000 cfm	0.500 in H2O	3.91 ft	4.44 ft	7.39 ft	829.0 lb	1218.0 lb			

Fresh Air Selection	Motorized OA damper 0-50% 3 ph
Panels/Filters	Std pnl/2 in pltd filters MERV 8-3ph

Voltage/phase/hertz	460/60/3
MCA	20.00 A
MOP	25.00 A



Entering Dry Bulb	80.00 F	Capacity	
Entering Wet Bulb	67.00 F	Gross Total	84.69 MBh
Ambient Temp	115.00 F	Gross Sensible	68.18 MBh
Leaving Coil Dry Bulb	58.12 F	Net Total	82.55 MBh
Leaving Coil Wet Bulb	57.60 F	Net Sensible	66.05 MBh
Leaving Unit Dry Bulb	59.83 F	Fan Motor Heat	0.83 MBh
Leaving Unit Wet Bulb	58.37 F	Refrig Charge-circuit 1	14.2 lb

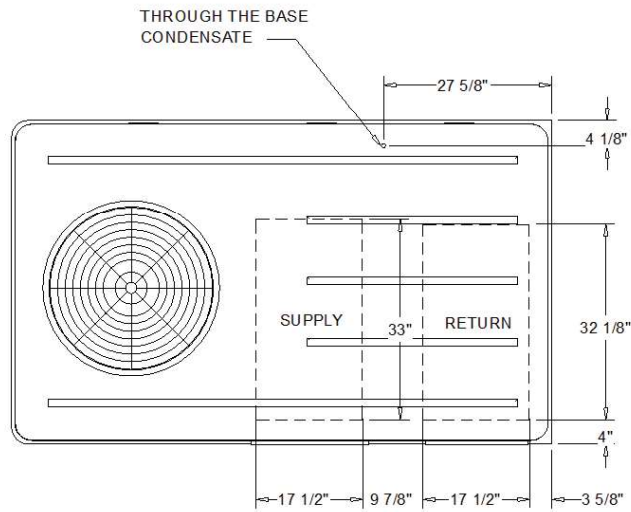
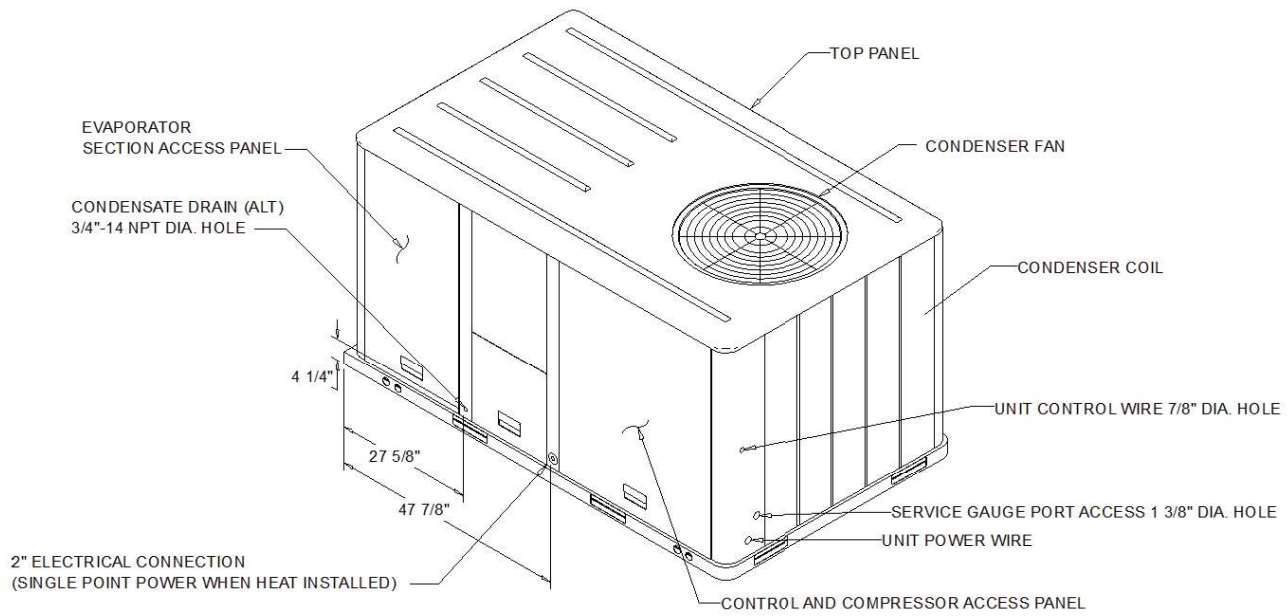
Output Heating Capacity	67.19 MBh
Output Heating Capacity with Fan	68.01 MBh
Heating Delta T	21.44 F
Heating EAT	70.00 F
Heating Ambient Temp	32.00 F

Indoor Fan Data		Outdoor Fan Data	
Type	BC Plenum	Type	Propeller
Drive Type	Variable Direct	Fan Quantity	1
Evap Fan FLA	3.60 A	Drive Type	Direct
Indoor Fan Performance		Outdoor Fan Performance	
Airflow	3000 cfm	Outdoor Motor Power	0.83 kW
Design ESP	0.500 in H2O	Condenser Fan FLA	1.60 A
Component SP	0.230 in H2O		
Total SP	0.730 in H2O		
Supply Motor Horsepower	0.000 hp		
Indoor Motor Operating Power	0.67 bhp		
Indoor Motor Power	0.50 kW		
Indoor RPM	1067 rpm		

Power	4.29 kW
Circuit 1 RLA	6.40 A
Circuit 2 RLA	6.30 A

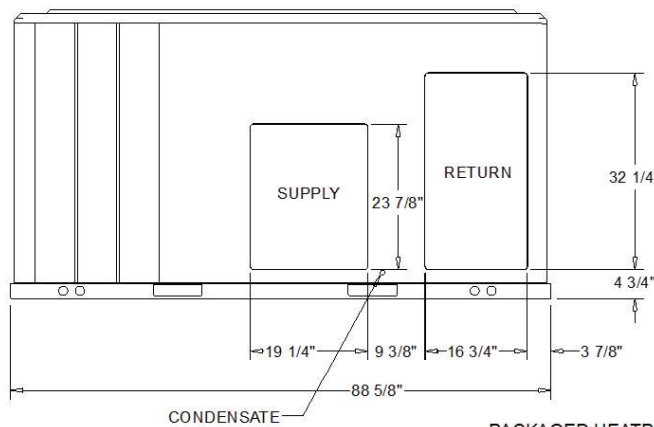
Roof curb	yes
-----------	-----

Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Ducted Discharge	85 dB	75 dB	70 dB	66 dB	58 dB	56 dB	55 dB	53 dB
Ducted Inlet	87 dB	73 dB	64 dB	58 dB	55 dB	52 dB	49 dB	44 dB
Outdoor Noise	83 dB	90 dB	86 dB	85 dB	81 dB	76 dB	72 dB	67 dB

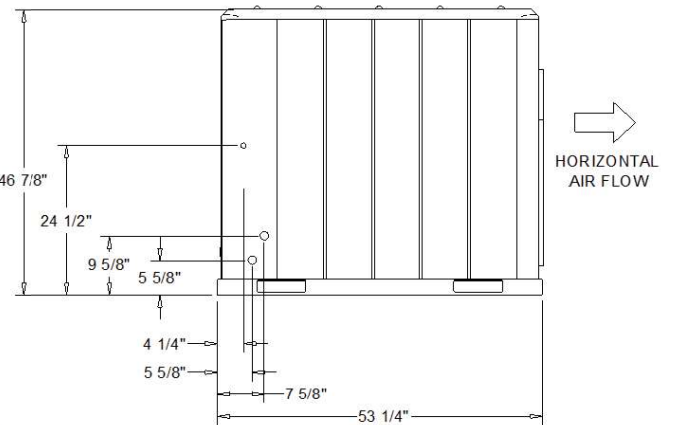


PLAN VIEW UNIT
DIMENSION DRAWING

- NOTES:
1. THRU -THE -BASE ELECTRICAL IS NOT STANDARD ON ALL UNITS.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED HEATPUMP
DIMENSION DRAWING



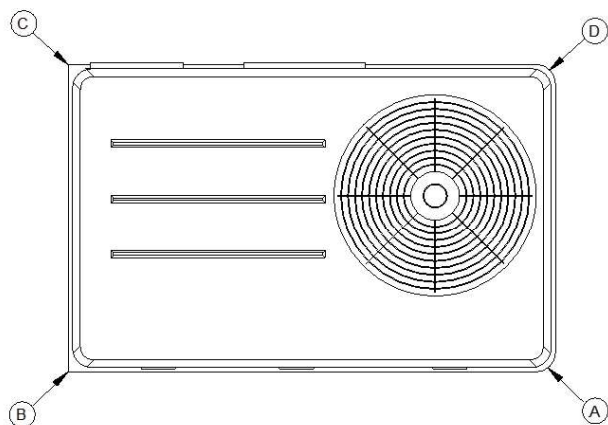


ELECTRICAL / GENERAL DATA

GENERAL (2)(4)(6)			
Model: WHC092H			
Unit Operating Voltage: 414-506			
Unit Primary Voltage: 460			
Unit Secondary Voltage: --			
Unit Hertz: 60			
Unit Phase: 3			
EER 11.8			
Standard Motor		Oversized Motor	Field Installed Oversized Motor
Minimum Circuit Ampacity: 20.0		Minimum Circuit Ampacity:	Minimum Circuit Ampacity:
Maximum Fuse Size: 25.0		Maximum Fuse Size:	Maximum Fuse Size:
Maximum (IACR) Circuit Breaker: 25.0		Maximum (IACR) Circuit Breaker:	Maximum (HACR) Circuit Breaker:
INDOOR MOTOR			
Standard Motor		Outsized Motor	Field Installed Oversized Motor
Number: 1		Number:	Number:
Horsepower: 2.75		Horsepower:	Horsepower:
Motor Speed (RPM): -		Motor Speed (RPM):	Motor Speed (RPM):
Phase: 1		Phase:	Phase:
Full Load Amps: 3.6		Full Load Amps:	Full Load Amps:
Locked Rotor Amps: -		Locked Rotor Amps:	Locked Rotor Amps:
COMPRESSOR Circuit 1/2		OUTDOOR MOTOR	
Number: 2		Number: 1	
Horsepower: 5.2/5.6		Horsepower (Bhp): 0.7	
Phase: 3		Motor Speed (RPM): 1100	
Rated Load Amps: 6.4/6.3		Phase: 3	
Locked Rotor Amps: -		Full Load Amps: 1.6	
		Locked Rotor Amps: -	
POWER EXHAUST ACCESSORY (3,7) (Field Installed Power Exhaust)		FILTERS	REFRIGERANT (2)
Phase: N/A		Type: Throwaway	Type
Horsepower: N/A		Furnished: Yes	Factory Charge
Motor Speed (RPM): N/A		Number: 4	Circuit #1 14.2 lb
Full Load Amps: N/A		Recommended: 20"x25"x2"	Circuit #2 -
Locked Rotor Amps: N/A			

NOTES:

- Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
- Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
- Value does not include Power Exhaust Accessory.
- Value includes oversized motor.
- Value does not include Power Exhaust Accessory.
- EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.



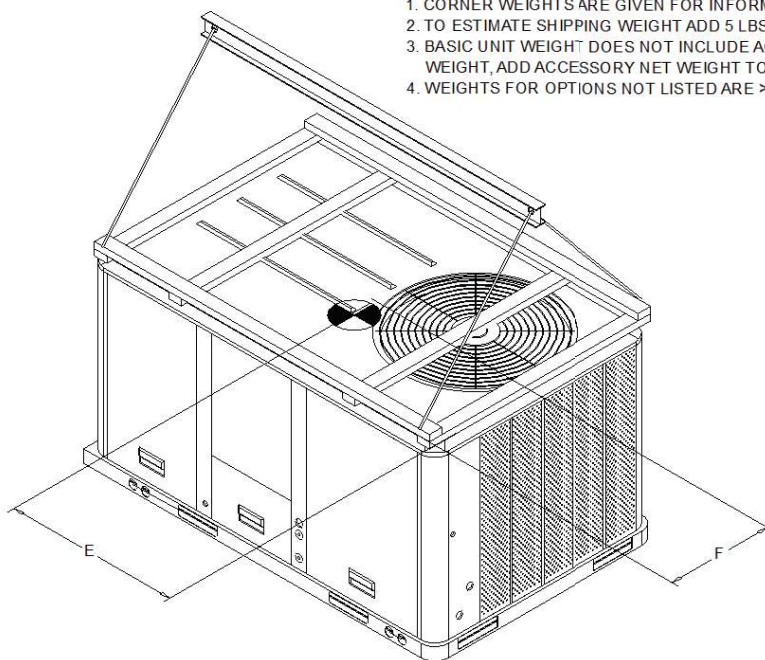
PACKAGED HEAT PUMP
CORNER WEIGHT

INSTALLED ACCESSORIES NET WEIGHT DATA

ACCESSORY					WEIGHTS		
ECONOMIZER							
MOTORIZED OUTSIDE AIR DAMPER					30.0 lb		
MANUAL OUTSIDE AIR DAMPER							
BAROMETRIC RELIEF							
OVERSIZED MOTOR							
BELT DRIVE MOTOR							
POWER EXHAUST							
HEATER							
THROUGH THE BASE ELECTRICAL (FIOPS)							
UNIT MOUNTED CIRCUIT BREAKER (FIOPS)							
UNIT MOUNTED DISCONNECT (FIOPS)							
POWERED CONVENIENCE OUTLET (FIOPS)							
HINGED DOORS (FIOPS)							
HAIL GUARD							
SMOKE DETECTOR, SUPPLY / RETURN							
ROOF CURB					78.0 lb		
BASIC UNIT WEIGHTS		CORNER WEIGHTS				CENTER OF GRAVITY	
SHIPPING	NET	(A)	193.0 lb	(C)	65.0 lb	(E) LENGTH	(F) WIDTH
927.0 lb	829.0 lb	(B)	295.0 lb	(D)	276.0 lb	38"	22"

NOTE:

1. CORNER WEIGHTS ARE GIVEN FOR INFORMATION ONLY.
2. TO ESTIMATE SHIPPING WEIGHT ADD 5 LBS TO NET WEIGHT.
3. BASIC UNIT WEIGHT DOES NOT INCLUDE ACCESSORY WEIGHT. TO OBTAIN TOTAL WEIGHT, ADD ACCESSORY NET WEIGHT TO BASIC UNIT WEIGHT.
4. WEIGHTS FOR OPTIONS NOT LISTED ARE >5 LBS.

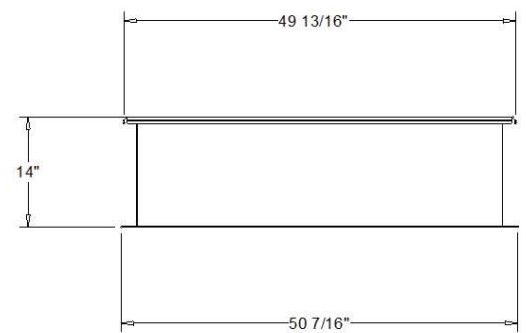
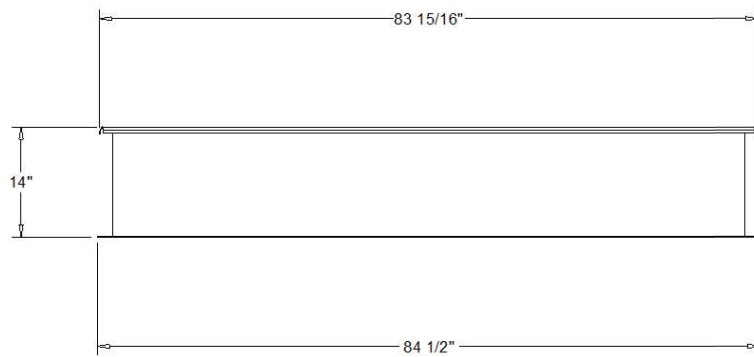
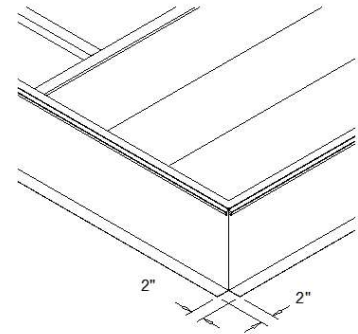
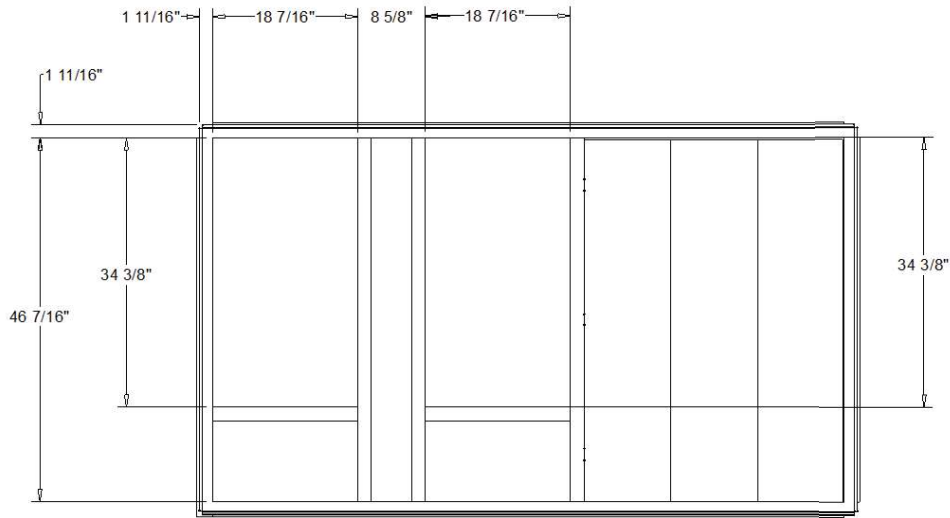
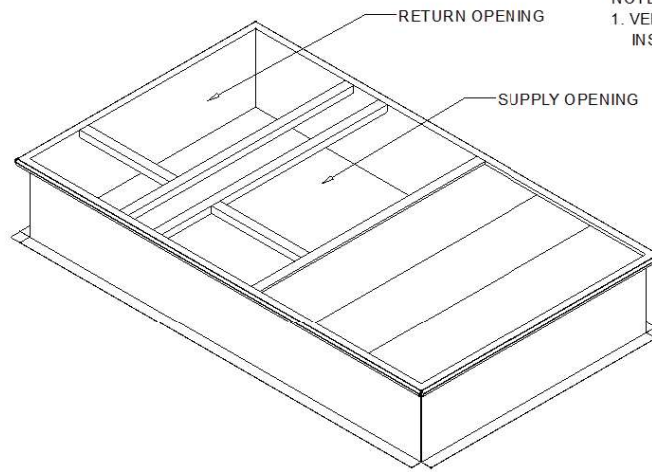


PACKAGED HEAT PUMP

RIGGING AND CENTER OF GRAVITY

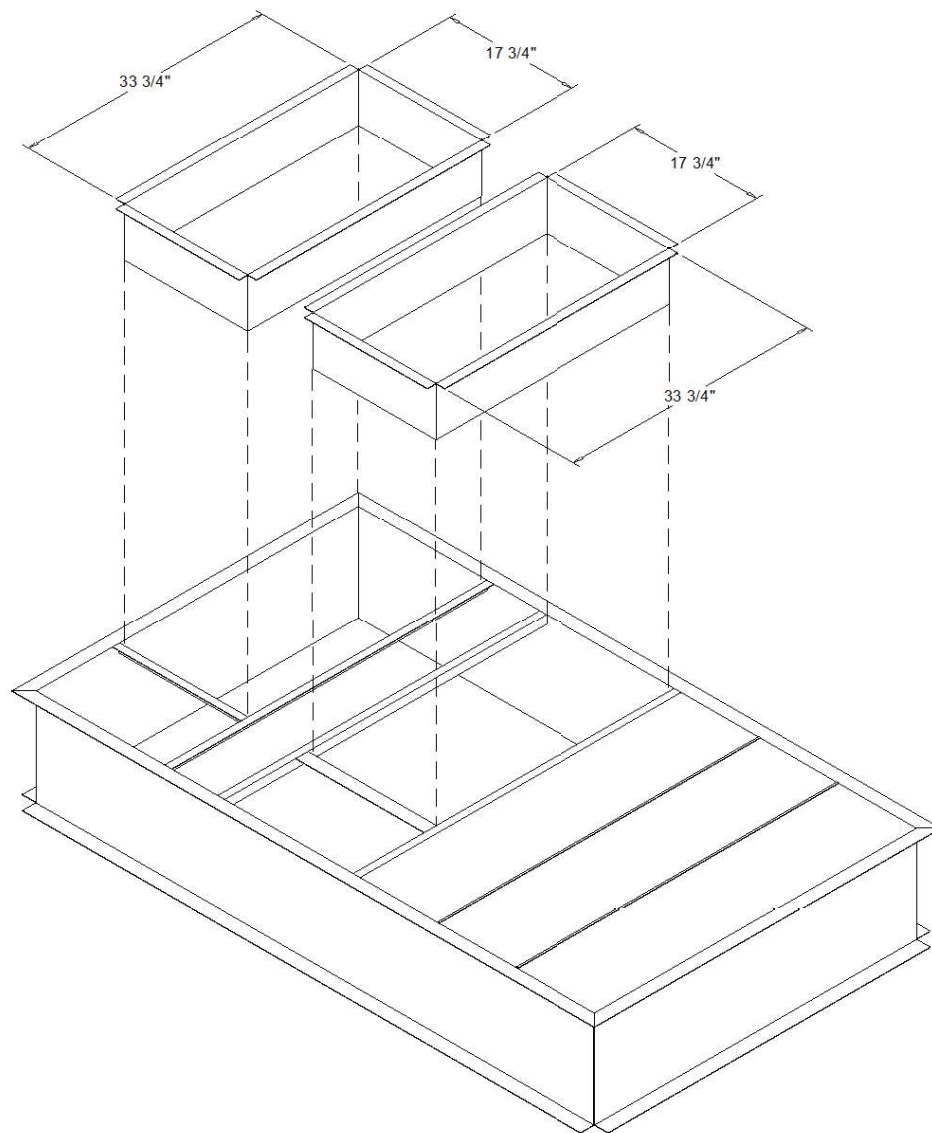
NOTES:

1. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



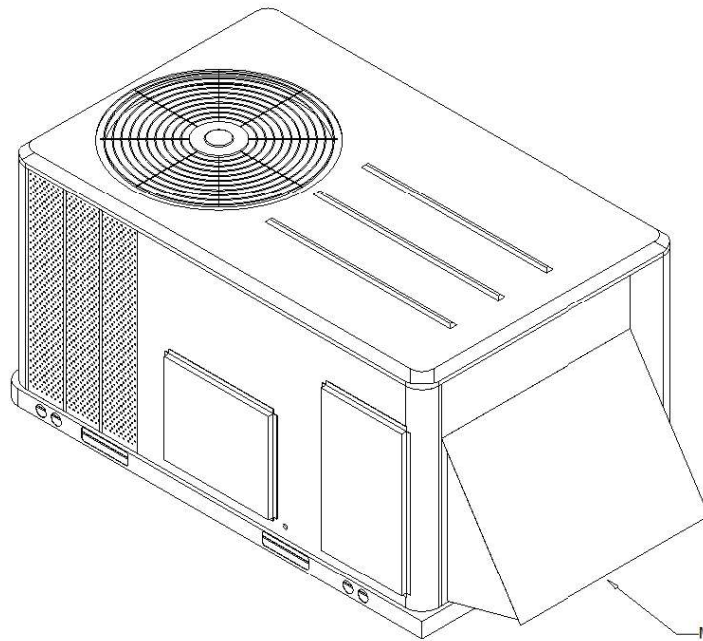
ROOF TOP CURB (BAYCURB043)

ACCESSORY

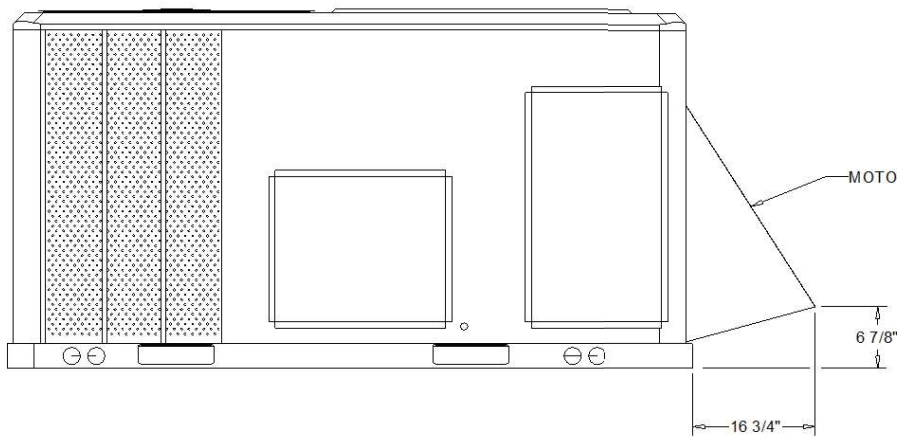


Downflow Duct Connections - Field Fabricated
All Flanges - 1 1/4"

ACCESSORY - DUCT CONNECTIONS



MOTORIZED OUTSIDE AIR HOOD



MOTORIZED OUTSIDE AIR HOOD

MOTORIZED OUTSIDE AIR HOOD
ACCESSORY

Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		EER	IEER/SEER	Elevation
Heatpump	15 Ton	Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum	10.6 EER	12.00	
		6000 cfm	0.500 in H2O	4.68 ft	7.02 ft	10.14 ft	2034.0 lb	2234.0 lb			

Fresh Air Selection	Econ-Dry Bulb 0-100% w/ bar ref
Panels/Filters	Std panels/2" pltd filters MERV 8

Voltage/phase/hertz	460/60/3
MCA	36.00 A
MOP	45.00 A



Unit Controls Related

Entering Dry Bulb	80.00 F	Capacity	
Entering Wet Bulb	67.00 F	Gross Total	164.64 MBh
Ambient Temp	115.00 F	Gross Sensible	134.28 MBh
Leaving Coil Dry Bulb	59.28 F	Net Total	156.02 MBh
Leaving Coil Wet Bulb	58.23 F	Net Sensible	125.65 MBh
Leaving Unit Dry Bulb	60.90 F	Fan Motor Heat	8.63 MBh
Leaving Unit Wet Bulb	58.84 F	Refrig Charge-circuit 1	16.5 lb
		Refrig Charge-circuit 2	15.9 lb

Heating Stages	0
Output Heating Capacity	109.45 MBh
Heating EAT	70.00 F
Heating LAT	88.22 F
Heating Temp Rise	18.22 F
Ambient Temp DB - Heat	32.00 F

Indoor Fan Data		Outdoor Fan Data	
Type	FC Centrifugal	Type	Propeller
Drive Type	Belt	Fan Quantity	2
Indoor Fan Performance		Drive Type	Direct
Airflow	6000 cfm	Outdoor Fan Performance	
Design ESP	0.500 in H2O	Outdoor Motor Power	0.91 kW
Component SP	0.370 in H2O	Condenser Fan FLA	1.35 A
Total SP	0.870 in H2O	Exhaust Fan Performance	
Supply Motor Horsepower	3.000 hp	Exhaust Fan FLA	4.80 A
Indoor Motor Operating Power	2.74 bhp		
Indoor Motor Power	2.04 kW		
Indoor RPM	694 rpm		

Power	16.85 kW
Circuit 1 RLA	12.50 A
Circuit 2 RLA	12.50 A

Roof curb	yes
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Sound Path	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
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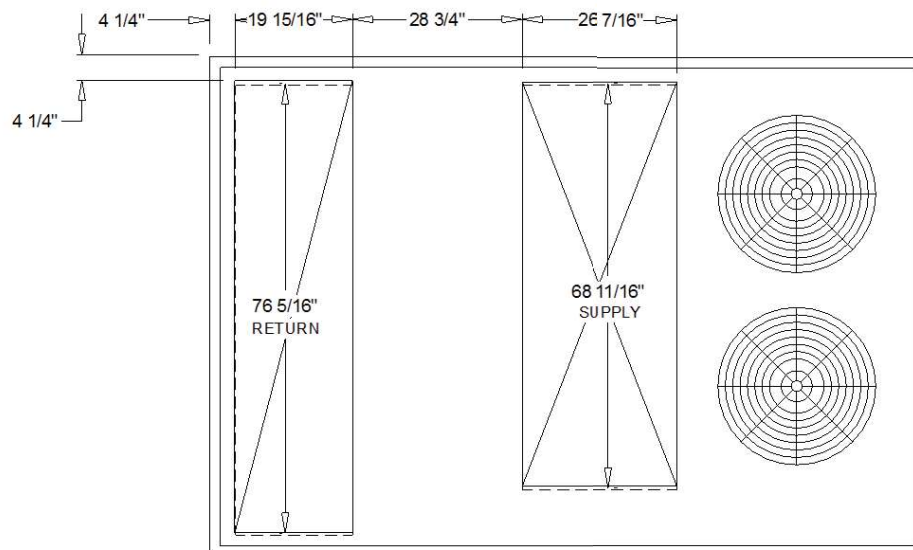
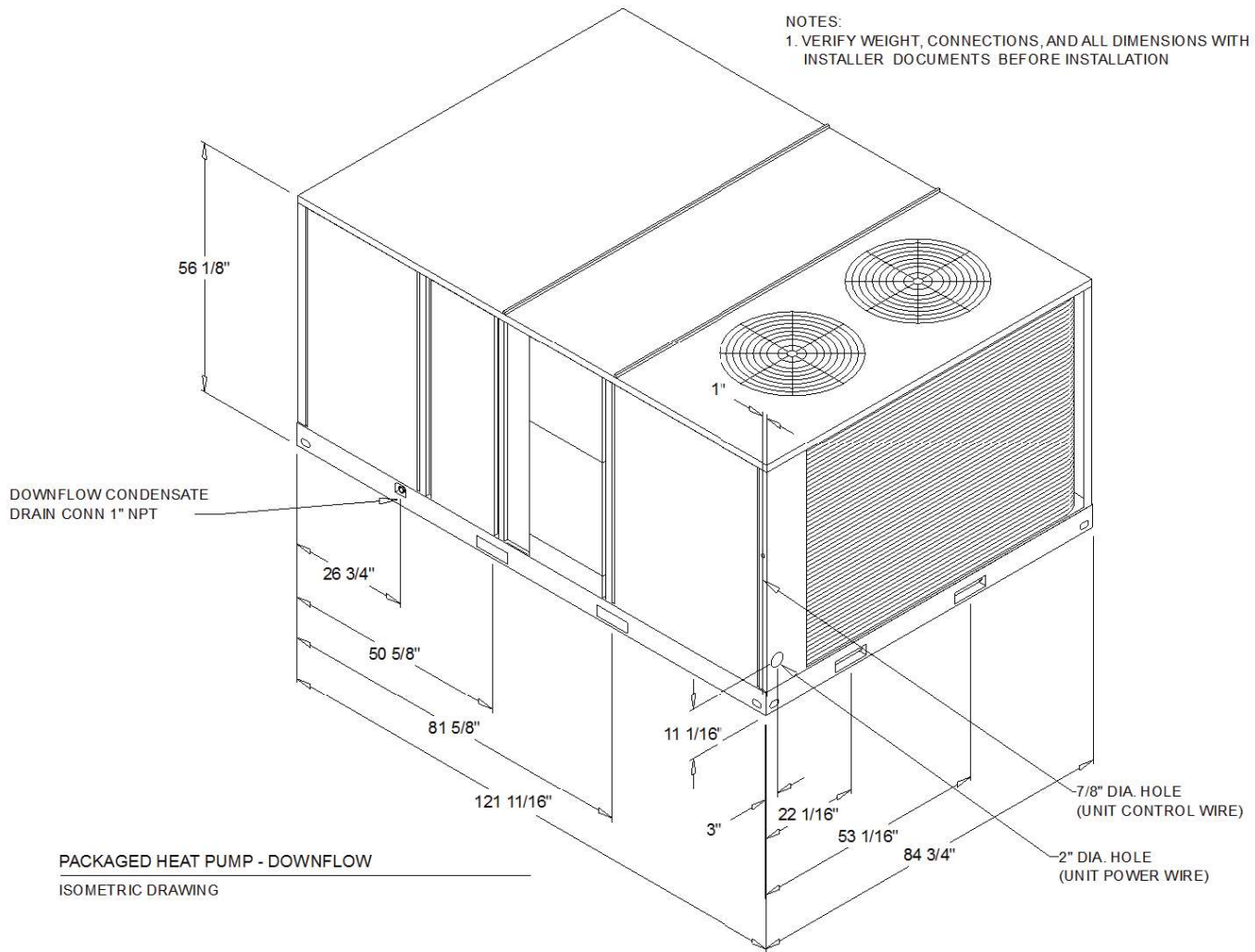


TRANE

Job Name: Buckeye HS a wing
Prepared By:
Unit Tag: RTU-15T
Quantity: 1

NOTES:

1. VERIFY WEIGHT, CONNECTIONS, AND ALL DIMENSIONS WITH INSTALLER DOCUMENTS BEFORE INSTALLATION





ELECTRICAL / GENERAL DATA

GENERAL Model (Tons): WSD180E (15.0) Unit Operating Voltage Range: 414 - 506 Unit Primary Voltage: 460 Unit Secondary Voltage: - Unit Hertz: 60 Unit Phase: 3 Standard Motor ⁽¹⁾⁽³⁾ Minimum Circuit Ampacity: 36.0 Maximum Fuse Size: 45.0 Maximum (HACR) Circuit Breaker: 45.0 Standard Oversized Motor ⁽¹⁾⁽⁴⁾ Minimum Circuit Ampacity: Maximum Fuse Size: Maximum (HACR) Circuit Breaker: Accessory Oversized Motor ⁽¹⁾⁽⁴⁾ Minimum Circuit Ampacity: Maximum Fuse Size: Maximum (HACR) Circuit Breaker: EER: ⁽⁵⁾ 10.6			
COMPRESSOR Circuit #1 / 2 Number: 2 Horsepower: 6.9 Phase: 3 Rated Load Amps: 12.5 Locked Rotor Amps: 100.0		OUTDOOR MOTOR Number: 2 Horsepower: 0.5 Motor speed (RPM): 1,100 Phase: 3 Full Load Amps: 1.35 Locked Rotor Amps: 4.82	
INDOOR MOTOR Standard Motor Number: ⁽³⁾ 1 Horsepower: 3.0 Motor Speed (RPM): 1,740 Phase: 3 Full Load Amps: 4.8 Locked Rotor Amps: 40.5 Standard Oversized Motor ⁽⁴⁾ Number: Horsepower: Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps: Accessory Oversized Motor ⁽⁴⁾ Number: Horsepower: Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps:			
POWER EXHAUST ACCESSORY ⁽⁶⁾ (Field Installed Power Exhaust) Horsepower: Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps:		FILTERS Type Furnished: Number: Recommended Size: Throwaway Yes 4/4 20"x20"x2" / 20"x25"x2"	
REFRIGERANT ⁽²⁾ Circuit #1 / 2 Type: R410 Factory Charge Circuit #1 / 2: 16.5 lb / 15.9 lb			

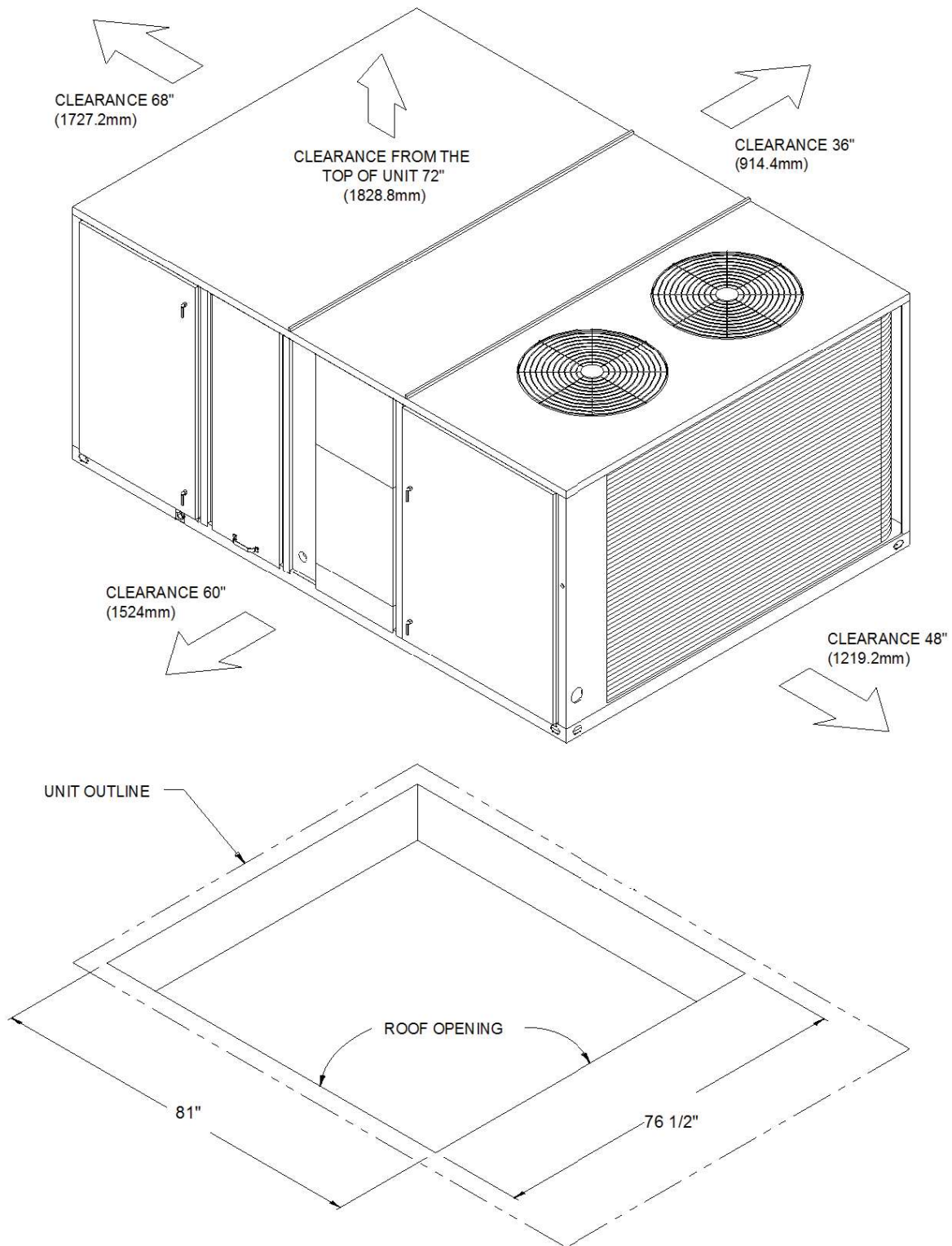
NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions. ⁽²⁾
3. Value include Standard Motor.
4. Value include Oversized Motor
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.
6. Installation of this power exhaust kit will affect unit level MCA and could affect MOP sizing having a direct impact on existing field wiring and unit protection devices. The change in MCA/MOP is the sole responsibility of the field installing party. Trane will not issue new nameplates as a result of this power exhaust accessory installation. FLA of the power exhaust kit option must be added to the MCA of the unit for building supply conductor sizing determination.

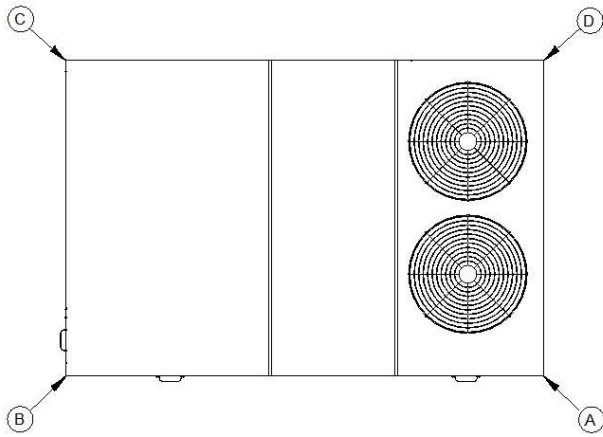


TRANE

Job Name: Buckeye HS a wing
Prepared By:
Unit Tag: RTU-15T
Quantity: 1



PACKAGED HEAT PUMP - DOWNFLOW
CLEARANCE



Base Unit and Corner Weights only

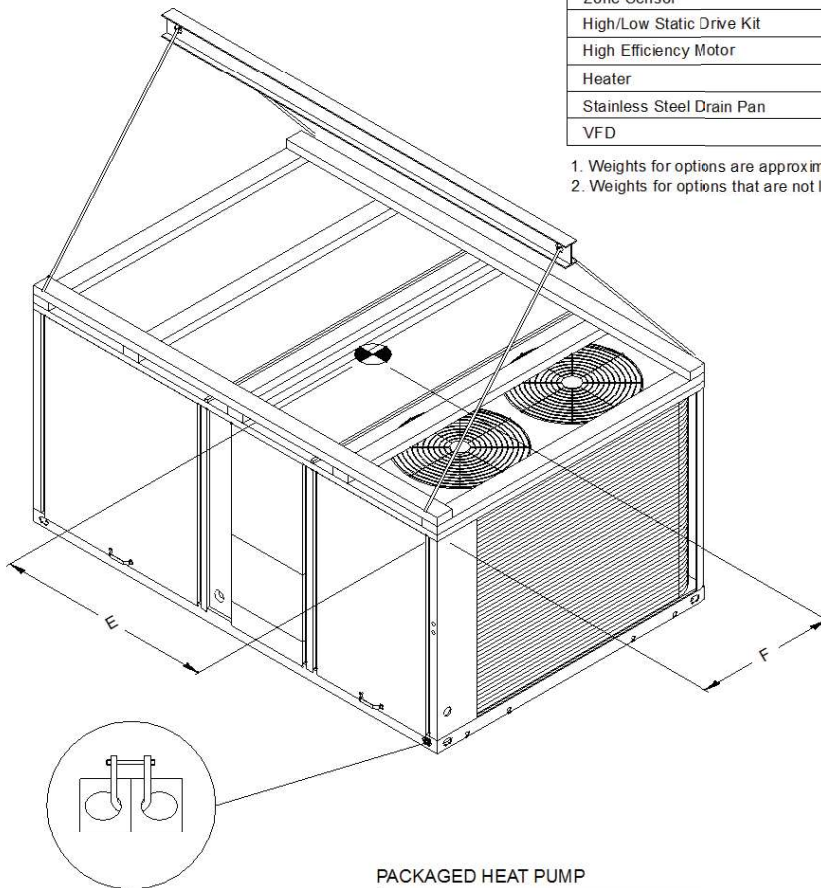
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2459.0 lb	2028.0 lb	648.0 lb	525.0 lb	386.0 lb	468.0 lb	55"	35"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight.
5. Verify weight, connection, and allhh dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

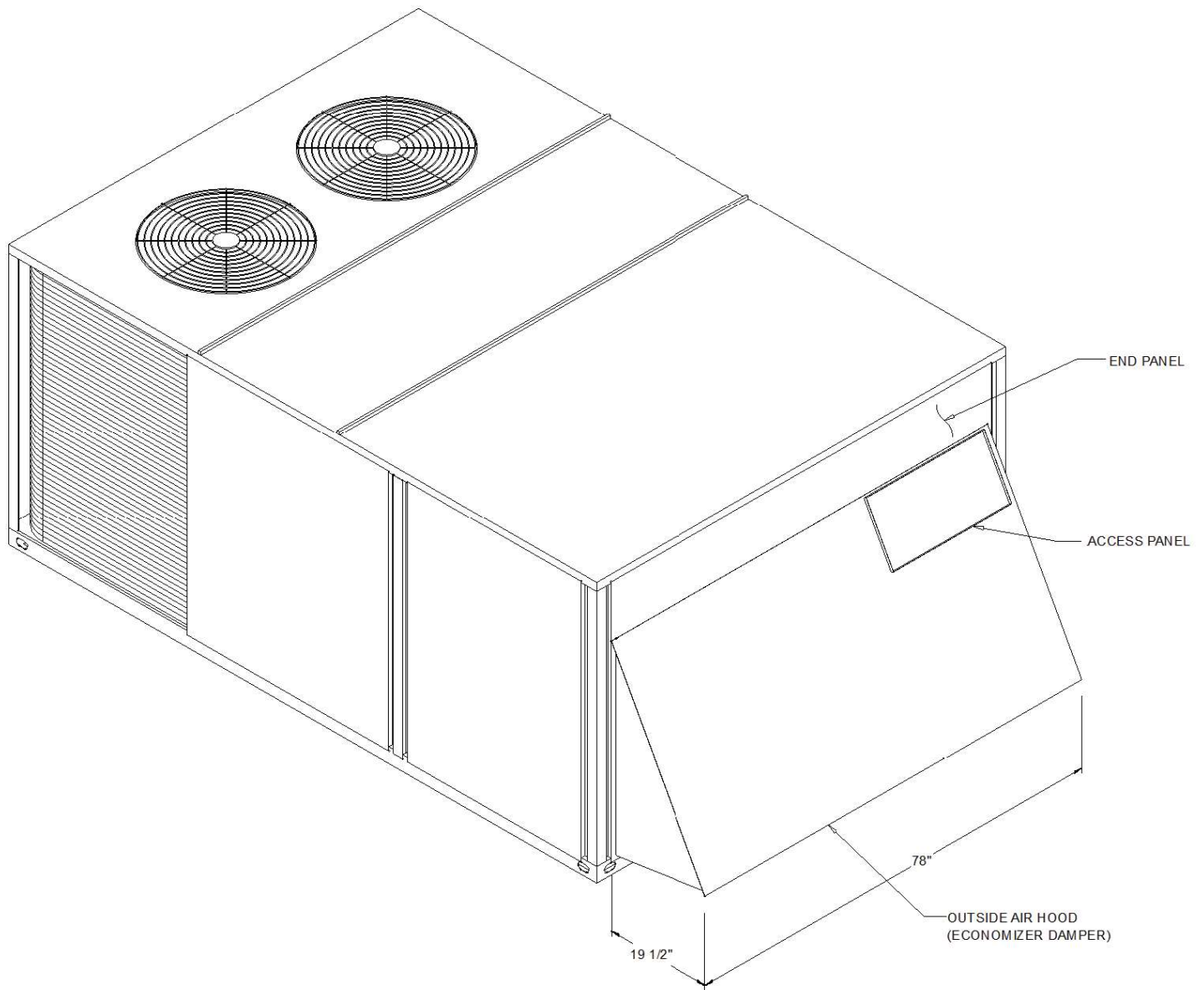
Installed Options Net Weight Data

Accessory	Weights
Economizer, Manual and Motorized Outside Air Damper	80.0 lb
Power Exhaust	
Roof Curb	235.0 lb
Oversized Motor	
Hail Guard	
Hinged Access Doors	
Power Conv. Outlet	
Through the Base Electrical	
Circuit Breaker	
Disconnect	
Smoke Detector	
Zone Sensor	
High/Low Static Drive Kit	
High Efficiency Motor	
Heater	
Stainless Steel Drain Pan	
VFD	

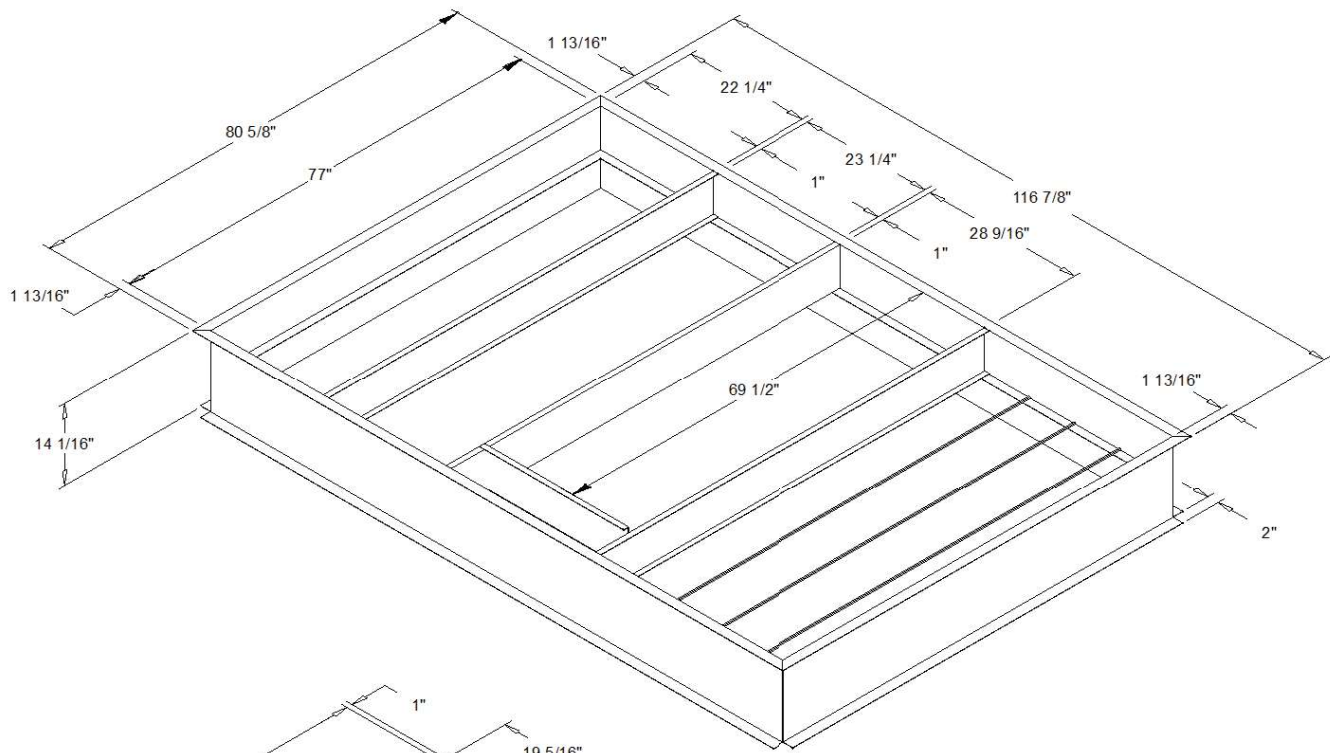
1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.



PACKAGED HEAT PUMP
RIGGING AND CENTER OF GRAVITY

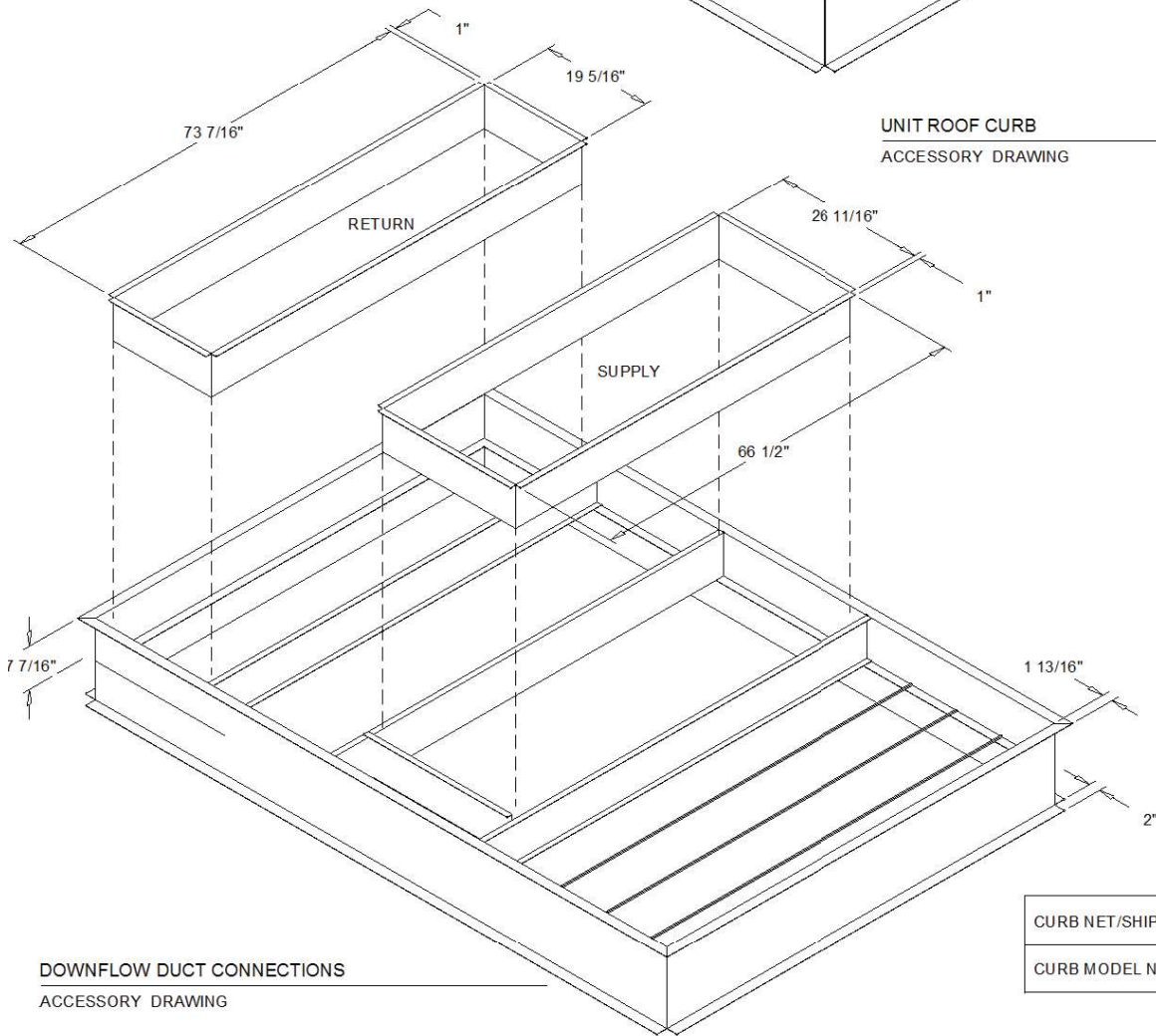


ECONOMIZER HOOD
ACCESSORY DRAWING



UNIT ROOF CURB

ACCESSORY DRAWING



DOWNFLOW DUCT CONNECTIONS

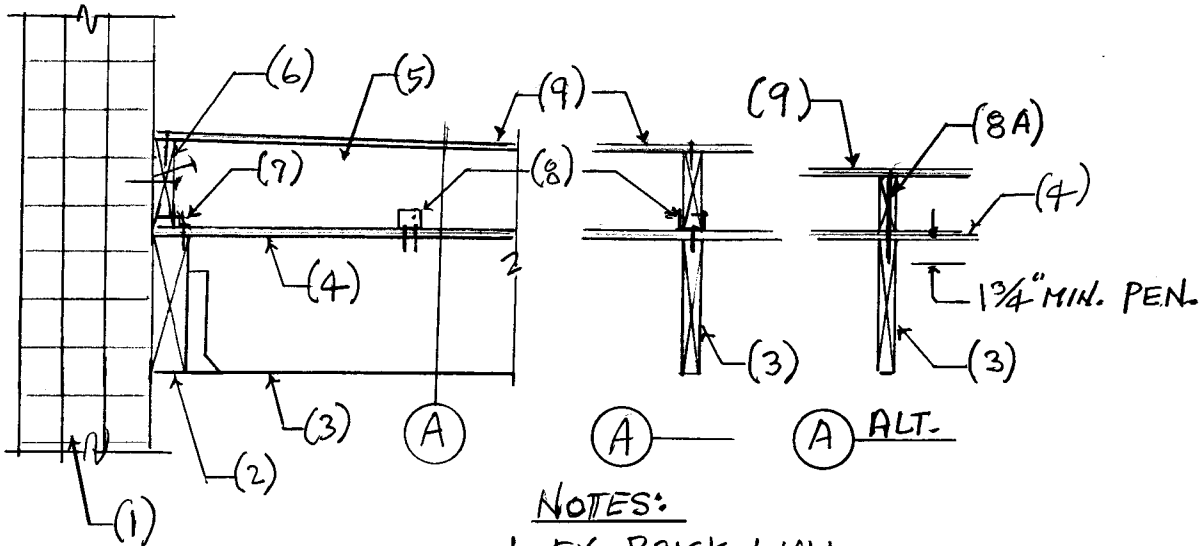
ACCESSORY DRAWING

CURB NET/SHIPPING WEIGHT	235.0 lb
CURB MODEL NUMBER:	BAYCURB027



**ROOD
ENGINEERING, INC.**

BUCKEYE UNION H.S. ROOFING Job. 2008
902 EASON AVE By RR Date 4-20
BUCKEYE, AZ Sheet 1 of 1



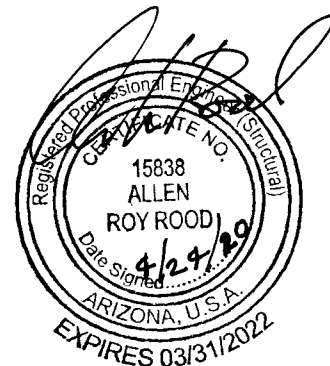
NOTES:

1. EX. BRICK WALL.
2. EX. 3x12 LGR.
3. EX. 2x12 @ 16" O.C. JOIST.
4. EX. 1/2" PLYWOOD ROOF SHEATHING. REPLACE WATER DAMAGED SHEETS
5. 2X RIPPERS @ 16" O.C. ABOVE EA. JOIST.
6. 2X LEDGER W/ "X-C P8" PINS BY HILTI @ 12" O.C. SHOOT TO CENTER OF BRICK PC.
7. SIMPSON "GAL" @ 24" O.C. WITH (2) .148" ϕ x 1 1/2" NAILS TO LEDGER & (2) SD #9 x 1 1/2" SCREWS TO LGR.
8. SIMPSON "RTU2" @ 24" O.C. MAX WITH (2) SD #8 x 1 1/4" SCREWS TO JOIST & (2) SCREWS TO RIPPER.
- 8A. (1) SIMPSON "SDW" SCREW @ 24" O.C. MAX.
9. 15/32" ROOF SHEATHING W/ STAGG'D LAYOUT. NAIL WITH 8 ϕ (.131" ϕ) NAILS @ 6" O.C. ALL EDGES & 12" O.C. AT FIELD.

LUMBER:
HEM-FIR NO.2
OR DOUG-FIR NO.2

SHEATHING: 15/32"
STRUCT-II (32/16 S.I.)

ROOF OVER FRAMING DETAIL



February 13, 2020
Project No. 14-2020-2012

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

Attn: Justine Goodere
Construction Project Manager

**Re: Asbestos and Lead-Based Paint Survey Update
Estrella Mountain Community College - Performing Arts Center – A-Wing Building
902 East Eason
Buckeye, Arizona**

Wood Environment & Infrastructure Solutions (Wood) is pleased to submit this report of findings for the Asbestos and Lead-Based Paint Survey Update for the A-Wing Building of the Estrella Mountain Community College Performing Arts Building located at 902 East Eason in Buckeye, Arizona (the Site). The City of Buckeye requested the survey update prior to the renovation/demolition of the A-Wing Building. URS performed an Asbestos Survey Report for the Site in June of 2008. Refer to the URS Asbestos Survey report dated July 11, 2008 in **Attachment A**. The Site was formerly Buckeye Union High School. According to the City of Buckeye, no modifications or additions have occurred to the A-Wing, which consists of and auditorium with stage, storage rooms, men's and women's restrooms, dressing rooms, and basement level.

Ms. Pamela Walrath, a United States Environmental Protection Agency (USEPA) Risk Assessor and Asbestos Hazard Emergency Response Act (AHERA) Building Inspector with Wood, performed the survey update at the Site on January 21, 2020. Ms. Walrath's asbestos and lead certifications are provided in **Attachment B**.

1.0 Asbestos and Lead-Based Paint Survey Update

Ms. Walrath visually inspected the Site for all homogenous areas. A lead-based paint assessment was not part of the 2008 survey and was included in Wood's scope of work. Homogenous areas that were not clearly identified were sampled and paint chip samples were collected from the painted components that were observed throughout the Site. Wood collected ninety-three (93) samples of suspect asbestos-containing materials (ACM) and thirty-six (36) samples of from painted building components. The materials that were identified and sampled during the July 2008 and the January 2020 surveys are summarized in **Tables 1 and 2**.

**Table 1 – Summary of Asbestos-Containing Materials Identified by URS in 2008 Report and
Materials Identified by Wood in January 2020**

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
A10-SMW1-2	Drywall Texture	23,000 S.F.	Fair	Category I Non-Friable	2% Chrysotile	Room 10 – Auditorium, East Wall
A10-SMW1-3	Drywall Texture	23,000 S.F.	Good	Category I Non-Friable	3% Chrysotile – 3.6%-point count	Room 10 – Auditorium East Wall
A10-SMW1-4	Drywall Texture	23,000 S.F.	Good	Category I Non-Friable	2% Chrysotile	Room 10 – Auditorium West Wall
A10-SMW1-5	Drywall Texture	23,000 S.F.	Good	Category I Non-Friable	2% Chrysotile	Room 10 – Auditorium West Wall
A10-SMW1-6	Drywall Texture	23,000 S.F.	Good	Category I Non-Friable	3% Chrysotile	Room 10 – Auditorium West Wall
A10-SMW1-7	Drywall Texture	23,000 S.F.	Good	Category I Non-Friable	4% Chrysotile	Room 10 – Auditorium West Wall
A11-SMW1-1	Drywall Texture	420 S.F.	Good	Category I Non-Friable	2% Chrysotile	Room 11 – Hallway to Restrooms
A11-SMW1-2	Drywall Texture	420 S.F.	Good	Category I Non-Friable	2% Chrysotile – 2.1%-point count	Room 11 – Hallway to Restrooms
A11-SMW1-3	Drywall Texture and Joint Compound	420 S.F.	Good	Category I Non-Friable	2% Chrysotile	Room 11 – Hallway to Restrooms
A112 – SMW1-1	Drywall Texture	4,250 S.F.	Fair	Category I Non-Friable	3% Chrysotile – 2.8%-point count	Room 112
A112 – SMW1-2	Drywall Texture	See above	Fair	Category I Non-Friable	2% Chrysotile	Room 112

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
A112 – SMW1-3	Drywall Texture	See above	Fair	Category I Non-Friable	2% Chrysotile	Room 112
A05-BM-3	Brick Texture	1,000 S.F.	Good	Category I Non-Friable	2% Chrysotile	Room 05 (Restroom)
A06-BM-1	Brick Texture	See above	Good	Category I Non-Friable	2% Chrysotile – 1.3%-point count	Room 6 (Restroom)
A112A-SMC-2	Drywall Joint Compound	400 S.F.	Good	Category I Non-Friable	3% Chrysotile – 2.5%-point count	Room 112A
A112A-2	Drywall Texture	See above	Good	Category I Non-Friable	0.7	Room 112A
Materials Identified by Wood in January 2020						
COB-AW-1A	Roof Core	8,400 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-1B	Roof Core	8,400 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-1C	Roof Core	8,400 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-2A	Roof Penetration Sealant	800 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof level on the wall seams
COB-AW-2B	Roof Penetration Sealant	800 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof level on the footings of roof equipment
COB-AW-2C	Roof Penetration Sealant	800 S. F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof level on the footings of roof equipment

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-3A	Penetration Sealant	300 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-3B	Penetration Sealant	300 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-3C	Penetration Sealant	300 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-4A	Expansion Joint at Roll Up Door	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior
COB-AW-4B	Expansion Joint at Roll Up Door	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior
COB-AW-4C	Expansion Joint at Roll Up Door	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior
COB-AW-5A	Exterior Concrete Ramp at Roll Up Door	160 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior – West End
COB-AW-5B	Exterior Concrete Ramp at Roll Up Door	160 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior – West End
COB-AW-5C	Exterior Concrete Ramp at Roll Up Door	160 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior – West End
COB-AW-6A	Exterior Wall – Stucco Type	14,500 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior Walls
COB-AW-6B	Exterior Wall – Stucco Type	14,500 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior Walls
COB-AW-6C	Exterior Wall – Stucco Type	14,500 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior Walls

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-7A	Ceramic Tile	1,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Restrooms
COB-AW-7B	Ceramic Tile	1,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Restrooms
COB-AW-7C	Ceramic Tile	1,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Restrooms
COB-AW-8A	Drywall System - Texture	23,000 S.F.	Fair	Category I Non-Friable	<-=1% Chrysotile -0.75 % point counted	Room 07
COB-AW-8B	Drywall System - Texture	23,000 S.F.	Fair	Category I Non-Friable	<-=1% Chrysotile -0.5 % point counted	Room 10 – by A10-SMW1-6
COB-AW-8C	Drywall System - Texture	23,000 S.F.	Fair	Category I Non-Friable	<-=1% Chrysotile -0.75% point counted	Room 112
COB-AW-9A	Expansion Joint	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-9B	Expansion Joint	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-9C	Expansion Joint	6 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-10A	Brick Threshold	12 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-10B	Brick Threshold	12 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-10C	Brick Threshold	12 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-11A	4" Black Cove Base and Adhesive	100 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-11B	4" Black Cove Base and Adhesive	100 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-11C	4" Black Cove Base and Adhesive	100 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-12A	Concrete	9,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Exterior
COB-AW-12B	Concrete	9,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 07
COB-AW-12C	Concrete	9,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112
COB-AW-13A	Gray Carpet and Carpet Adhesive	6,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-13B	Gray Carpet and Carpet Adhesive	6,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 112
COB-AW-13C	Gray Carpet and Carpet Adhesive	6,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 112
COB-AW-14A	Acoustical Wall Panel	2,500 S.F.	Good	Friable	No Asbestos Detected	Room 10
COB-AW-14B	Acoustical Wall Panel	2,500 S.F.	Good	Friable	No Asbestos Detected	Room 10
COB-AW-14C	Acoustical Wall Panel	2,500 S.F.	Good	Friable	No Asbestos Detected	Room 10

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-15A	Plaster Scratch Coat - inside wall cavity	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-15B	Plaster Scratch Coat - inside wall cavity	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-15C	Plaster Scratch Coat - inside wall cavity	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-16A	Drywall System – Orchestra Pit Wall	800 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-16B	Drywall System – Orchestra Pit Wall	800 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-16C	Drywall System – Orchestra Pit Wall	800 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-17A	Drywall System	400 S.F.	Good	Category I Non-Friable	<=1% Chrysotile	Room 10 at Stairwell Cover
COB-AW-17B	Drywall System	400 S.F.	Good	Category I Non-Friable	<=1% Chrysotile	Room 10 at Stairwell Cover
COB-AW-17C	Drywall System	400 S.F.	Good	Category I Non-Friable	<=1% Chrysotile	Room 10 at Stairwell Cover
COB-AW-18A	Concrete Masonry Unit (CMU) and Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-18B	Concrete Masonry Unit (CMU) and Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-18C	Concrete Masonry Unit (CMU) and Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-19A	Red Brick – No Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-19B	Red Brick – No Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-19C	Red Brick – No Mortar	23,000 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-20A	4" Black Cove Base and Adhesive	200 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-20B	4" Black Cove Base and Adhesive	200 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-20C	4" Black Cove Base and Adhesive	200 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 10
COB-AW-21A	4" Dark Brown Cove Base and Adhesive	50 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 11
COB-AW-21B	4" Dark Brown Cove Base and Adhesive	50 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 11
COB-AW-21C	4" Dark Brown Cove Base and Adhesive	50 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 11
COB-AW-22A	Drywall System	420 S.F. – See above results by URS	Good	Category I Non-Friable	<-=1% Chrysotile -0.75% point counted	Room 11 (Hallway at Restrooms)
COB-AW-22B	Drywall System	420 S.F. – See above results by URS	Good	Category I Non-Friable	<-=1% Chrysotile -0.5 % point counted	Room 11 (Hallway at Restrooms)
COB-AW-22C	Drywall System	420 S.F. – See above results by URS	Good	Category I Non-Friable	<-=1% Chrysotile -0.25 % point counted	Room 11 (Hallway at Restrooms)

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-23A	Drywall System	30,000 S.F.	Good	Category I Non-Friable	<=1% Chrysotile -0.5 % point counted	Room 10 – Loft and Soffit
COB-AW-23B	Drywall System	30,000 S.F.	Good	Category I Non-Friable	<=1% Chrysotile -0.75% point counted	Room 10 – Loft and Soffit
COB-AW-23C	Drywall System	30,000 S.F.	Good	Category I Non-Friable	<=1% Chrysotile -1% point counted	Room 10 – Loft and Soffit
COB-AW-24A	Fan Pattern Drywall System	250 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112A
COB-AW-24B	Fan Pattern Drywall System	250 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112A
COB-AW-24C	Fan Pattern Drywall System	250 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112A
COB-AW-25A	1' x 1' Acoustical Ceiling Tile Hockey Pucks	850 S.F.	Fair	Category I Non-Friable	<=1% Chrysotile	Basement Level – Room 10A
COB-AW-25B	1' x 1' Acoustical Ceiling Tile Hockey Pucks	850 S.F.	Fair	Category I Non-Friable	<=1% Chrysotile	Basement Level – Room 10A
COB-AW-25C	1' x 1' Acoustical Ceiling Tile Hockey Pucks	850 S.F.	Fair	Category I Non-Friable	<=1% Chrysotile	Basement Level – Room 10A
COB-AW-26A	Pink Insulation	Throughout	Good	Category I Non-Friable	No Asbestos Detected	Ceiling Plenum and Wall Cavities
COB-AW-26B	Pink Insulation	Throughout	Good	Category I Non-Friable	No Asbestos Detected	Ceiling Plenum and Wall Cavities
COB-AW-26C	Pink Insulation	Throughout	Good	Category I Non-Friable	No Asbestos Detected	Ceiling Plenum and Wall Cavities

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-27A	Heavy Orange Peel Drywall System	850 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112B
COB-AW-27B	Heavy Orange Peel Drywall System	850 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112B
COB-AW-27C	Heavy Orange Peel Drywall System	850 S.F.	Good	Category I Non-Friable	No Asbestos Detected	Room 112B
COB-AW-28A	Dark brown cove adhesive	120 S.F.	Fair	Category I Non-Friable	<=1% Chrysotile	Room 112
COB-AW-28B	Dark brown cove adhesive	120 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 112
COB-AW-28C	Dark brown cove adhesive	120 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 112
COB-AW-29A	Duct Sealant	30 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-29B	Duct Sealant	30 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-29C	Duct Sealant	30 S.F.	Poor	Category I Non-Friable	No Asbestos Detected	Roof
COB-AW-30A	Duct Foam	180 S.F.	Poor	Friable	No Asbestos Detected	Roof
COB-AW-30B	Duct Foam	180 S.F.	Poor	Friable	No Asbestos Detected	Roof
COB-AW-30C	Duct Foam	180 S.F.	Poor	Friable	No Asbestos Detected	Roof

Asbestos-Containing Materials Identified by URS in 2008 Report						
Sample Number	Material Description	Estimated Quantity	Condition	NESHAP Classification	% Asbestos and Type	Material Locations
COB-AW-31A	Plaster Wall System	26,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 08
COB-AW-31B	Plaster Wall System	26,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 10C
COB-AW-31C	Plaster Wall System	26,000 S.F.	Fair	Category I Non-Friable	No Asbestos Detected	Room 10A
No Sample Number	Mirror Mastic	4 Each	Good	Category I Non-Friable	ASSUMED	Rooms 05 and 06 (Restrooms)
No Sample Number	Fire Curtains	20 Each	Good	Category I Non-Friable	ASSUMED	Room 10 – Stage
No Sample Number	Theater Lights	10 Each	Good	Category I Non-Friable	ASSUMED	Room 10 – Stage

The percentage quantification of individual sample constituents was determined by visual estimation. Under regulations promulgated by the USEPA, asbestos-containing materials are defined as those materials that contain more than one percent (1%) of specified asbestiform minerals. The location of the ACMs is provided on **Figure 1**.

Table 2 – Summary of Lead-Based and Lead-Containing Paint

Sample Numbers	Material Description	Condition	Lead Result by weight (ppm)	Material Locations
COB-AW-Pb-1	Green Paint on Concrete Masonry Unit (CMU)	Good	230	Stage and Loft Area
COB-AW-Pb-2	Silver Paint on Piping	Fair	220	Roof Piping
COB-AW-Pb-3	Teal Metal Door	Good	700	Southeast side of the building
COB-AW-Pb-4	Tan Metal Flashing	Poor	<260	Roof Level – Perimeter of the building
COB-AW-Pb-5	White and Tan Foam on Ducting	Poor	110	Roof Level on the duct runs
COB-AW-Pb-6	Tan Wood Fascia	Poor	8,000	Perimeter of the exterior of the building
COB-AW-Pb-7	Metal Cream Jamb	Good	610	Exterior at north door

Sample Numbers	Material Description	Condition	Lead Result by weight (ppm)	Material Locations
COB-AW-Pb-8	Tan Metal Roll Up Jamb	Good	110	Exterior along the northwest
COB-AW-Pb-9	Tan Plaster Wall	Good	51	Exterior walls
COB-AW-Pb-10	Yellow Metal Door Jamb	Good	1,700	Room 05 – Women’s RR
COB-AW-Pb-11	Ceramic Tile (Stone Like)	Good	<37	Room 06 – Men’s Restroom
COB-AW-Pb-12	Tan Metal Stall	Good	<1,000	Room 06 – Men’s Restroom
COB-AW-Pb-13	Green Metal Roll Up Door	Good	870	Room 07 – West side of room
COB-AW-Pb-14	Green Metal Door	Good	1,700	Room 07 – Northeast end of room
COB-AW-Pb-15	Green Drywall Wall	Good	<49	Room 07 – Northeast side of room
COB-AW-Pb-16	Yellow Wood Beam	Good	<66	Room 10 – Loft area
COB-AW-Pb-17	Yellow Drywall Ceiling	Good	<50	Room 10 – Loft area
COB-AW-Pb-18	White Wood Stair Railing	Fair	85,000	Room 10 – East and West ends of Stage
COB-AW-Pb-19	Tan Wood Stairs	Poor	2,800	Room 10 – to Basement
COB-AW-Pb-20	Yellow Brick	Good	580	Room 10 – Loft area in the northeast corner
COB-AW-Pb-21	White Metal Casement Window	Fair	22,000	Room 10 – Inside wall cavity along the west side of the auditorium
COB-AW-Pb-22	Varnish on Wood Floors	Fair	<760	Room 10 – at north east of seating
COB-AW-Pb-23	Tan Wood Framing Around Acoustical Panels	Good	<150	Room 10 – south end of the auditorium
COB-AW-Pb-24	Black Wall at the Orchestra Pit	Good	<110	Room 10 – Front wall – south side
COB-AW-Pb-25	Black Wall at the Orchestra Pit	Good	5,000	Room 10 – Back wall – north side
COB-AW-Pb-26	Light Green Door for under the stairs	Good	790	Basement Level - Room 10 C
COB-AW-Pb-27	Five Panel Wood Door	Good	16,000	Basement Level - Room 10 C
COB-AW-Pb-28	Green Wood Cabinet Door	Good	160	Basement Level – Room 10 C
COB-AW-Pb-29	Green Wood Cabinet Base	Good	320	Basement Level – Room 10 C
COB-AW-Pb-30	White on 1’ x 1’ Acoustical Tile	Good	71	Basement Level – Room 10A
COB-AW-Pb-31	Tan on Concrete Floor	Poor	5,100	Basement Level – Room 10A

Sample Numbers	Material Description	Condition	Lead Result by weight (ppm)	Material Locations
COB-AW-Pb-32	Green Basement Wall	Good	980	Basement Level – Room 10 A
COB-AW-Pb-33	Yellow Wood Door	Fair	<140	Room 11 - Hallway
COB-AW-Pb-34	Cream Walls	Good	<48	Room 112
COB-AW-Pb-35	Tan Metal Door	Good	710	Room 112
COB-AW-Pb-36	Cream Metal Column	Fair	240	Room 112

ppm = parts per million

Paint that contains concentrations of lead equal to or greater than 5,000 ppm is considered lead-based paint as defined by the United States Department of Housing and Urban Development and the USEPA, however any amount of lead in paint is considered lead-containing for OSHA considerations.

2.0 Summary and Recommendations

Any detectable lead in paint makes it lead-based paint for purposes of complying with OSHA regulations and determining worker exposure. In order to reduce employee exposure to the metals in the paint, avoid sanding, abrading, grinding, cutting, torching or any other activity that would disturb the paint surfaces during demolition activities.

Wood has endeavored to observe the existing conditions associated with areas described in this report using generally-accepted procedures and the degree of care that is ordinary for others performing similar services. Regardless of the thoroughness of any inspection, there is always a possibility that some areas containing asbestos or lead may be inaccessible or different in composition from those at specific sample locations. Therefore, conditions at individual locations may not be as anticipated. The findings presented in this report are relevant to the dates of our site work and the scope of included services and should not be relied on to represent conditions at substantially-later dates.

Wood appreciates this opportunity to provide professional consulting services to the City of Buckeye and we look forward to continuing our relationship.

Respectfully submitted,

**Wood Environment &
Infrastructure Solutions, Inc.**

Reviewed by:



Pamela Walrath
Environmental Professional

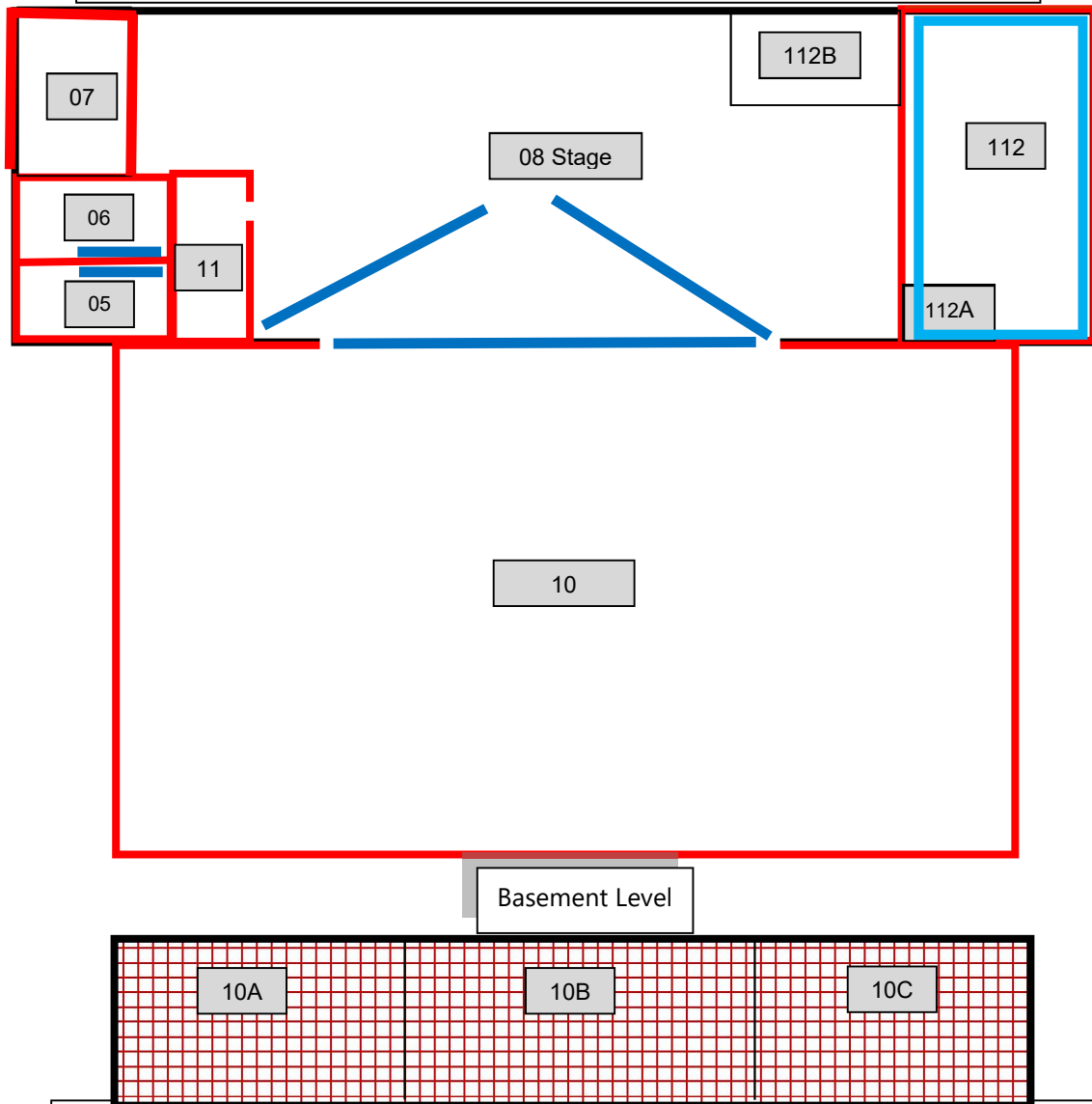


Timothy Ostapuk, BCES
Environmental Branch Manager - Phoenix

Attachments

FIGURES

City of Buckeye
Estrella Mountain Community College – A Wing – 902 East Eason Avenue



LEGEND

- = Drywall System – Texture and Joint Compound
- ▧ = Brown acoustical tile hockey pucks (they are on the tile as well)
- = Mirror mastic, fire curtains and theater lighting (all assumed)
- = Dark brown cove adhesive

The map shown here has been created with all due and reasonable care and is strictly for use with Wood Project Number 1420202012. This map has not been certified by a licensed land surveyor, and any third party use of this map comes without warranties of any kind as wood assumes no liability, direct or indirect, whatsoever for any such third party or unintended use.

Job No.:	1420202012
PM:	Pam W.
Design:	Pam W.
Date	1-27-2020

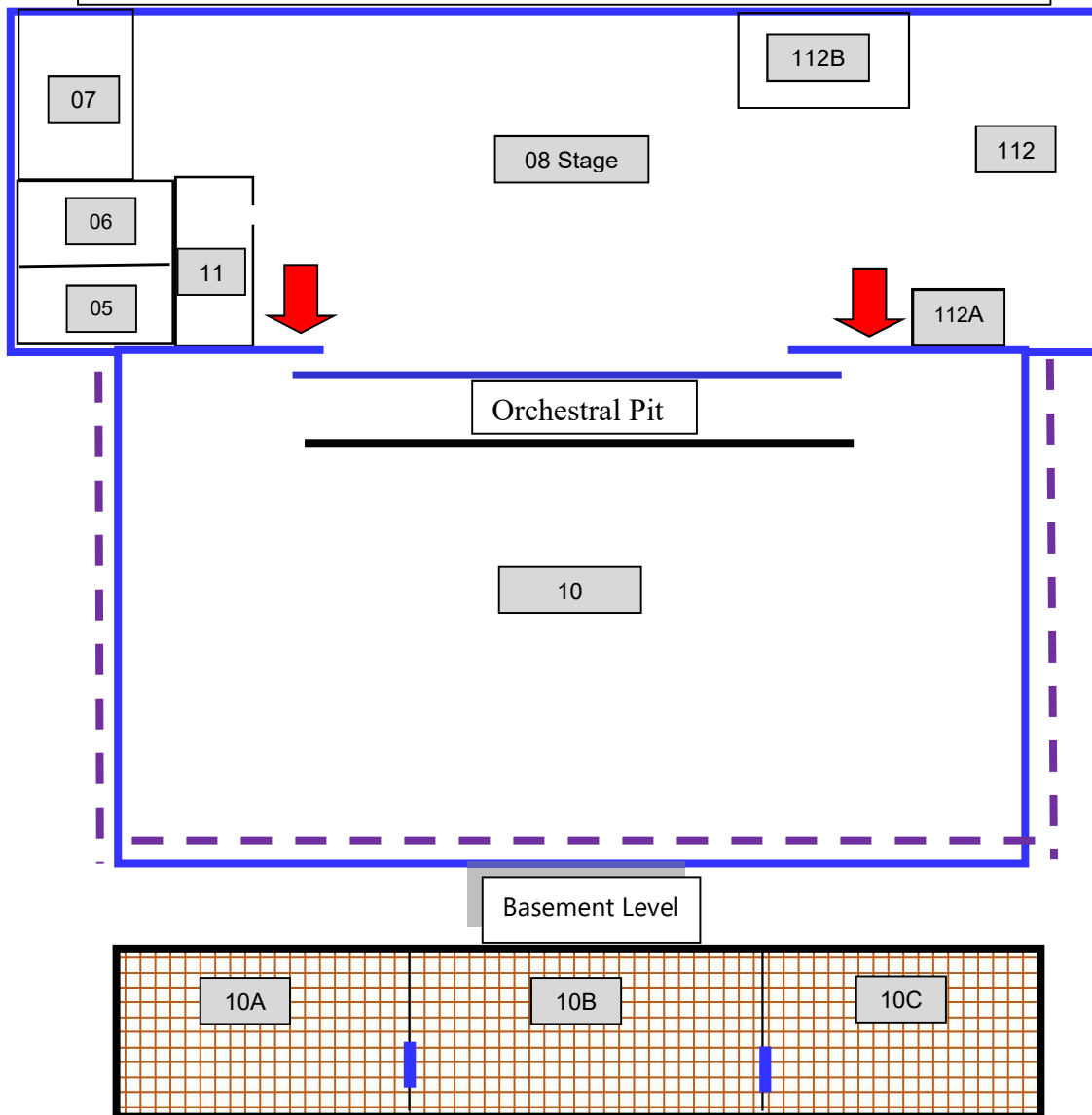
ACM Location Diagram

City of Buckeye
Estrella Mountain Community
College – A-Wing Building
902 East Eason Avenue
Buckeye, Arizona

**Figure
1**

wood.

City of Buckeye
Estrella Mountain Community College – A Wing – 902 East Eason Avenue



LEGEND

- = Tan wood fascia along perimeter of the building, black wood wall at
- ↓ = orchestral pit and five panel wooden doors at basement level.
- = White wood stair railing
- Tan on concrete floor
- White metal window casement inside wall cavity

The map shown here has been created with all due and reasonable care and is strictly for use with Wood Project Number 1420202012. This map has not been certified by a licensed land surveyor, and any third party use of this map comes without warranties of any kind as wood assumes no liability, direct or indirect, whatsoever for any such third party or unintended use.

Job No.:	1420202012
PM:	Pam W.
Design:	Pam W.
Date	1-27-2020

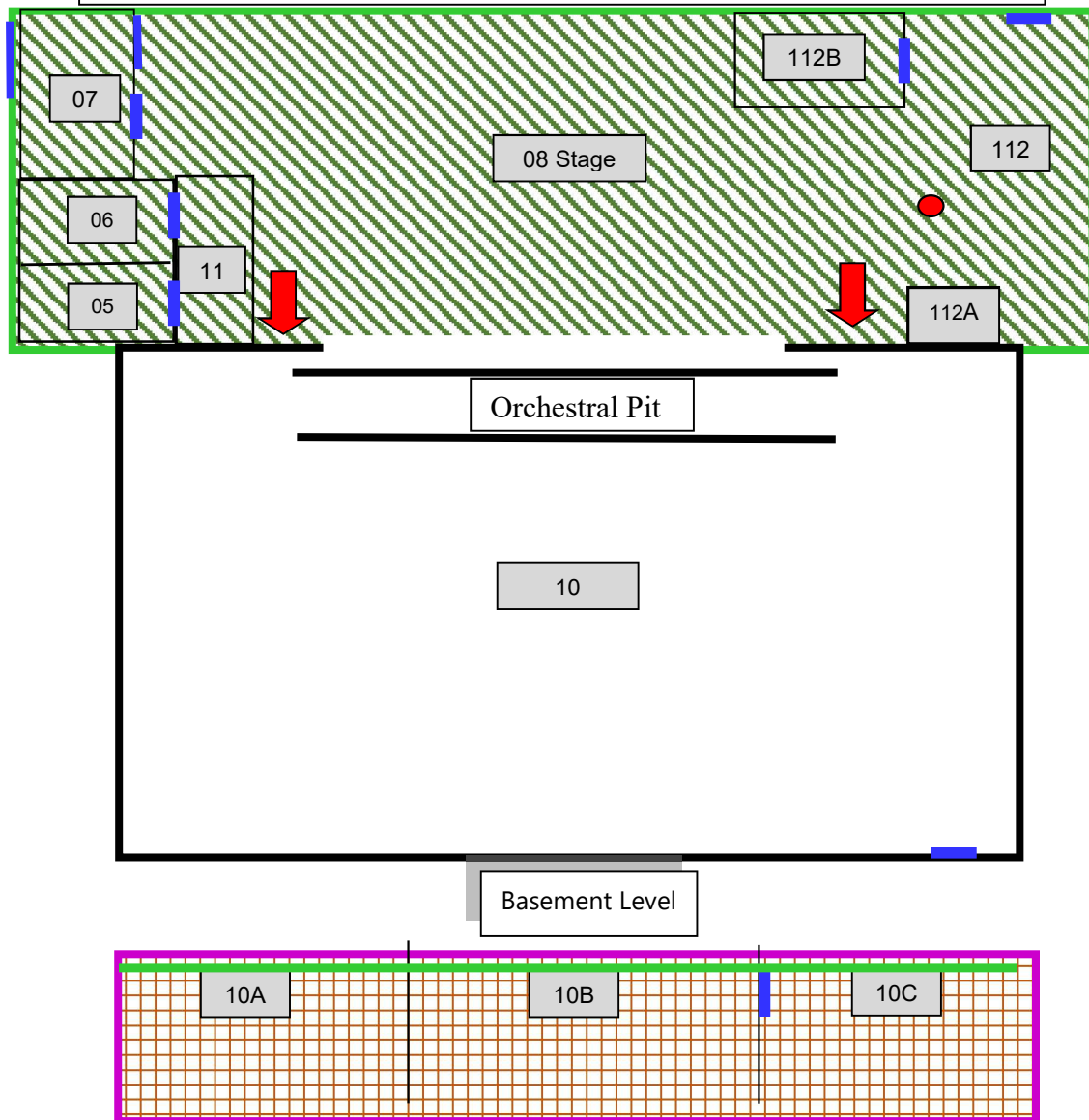
Lead-based Paint Location Diagram

City of Buckeye
Estrella Mountain Community
College – A-Wing Building
902 East Eason Avenue
Buckeye, Arizona

**Figure
2**

wood.

City of Buckeye
Estrella Mountain Community College – A Wing – 902 East Eason Avenue



The map shown here has been created with all due and reasonable care and is strictly for use with Wood Project Number 1420202012. This map has not been certified by a licensed land surveyor, and any third party use of this map comes without warranties of any kind as wood assumes no liability, direct or indirect, whatsoever for any such third party or unintended use.

Job No.: 1420202012

PM: Pam W.

Design: Pam W.

Date 1-27-2020

**Lead-containing Paint Location
Diagram**

City of Buckeye
Estrella Mountain Community
College – A-Wing Building
902 East Eason Avenue
Buckeye, Arizona

**Figure
3**

wood.

LEGEND

-  = Teal metal doors, cream metal door jambs, tan metal roll up jamb, yellow metal door jamb, green metal roll up door, green metal door, light green door for under the stairs and tan metal door.
-  = Green paint on CMU walls, silver paint and white and tan foam on ducting on roof level, tan paint on exterior plaster walls, yellow brick in loft area
-  = Tan wood stairs
-  = Green Wood cabinet door and base
-  = White paint on 1' x 1' acoustical ceiling tile
-  = Green basement walls
-  = Cream metal column

ATTACHMENT A

Asbestos Survey report dated July 11, 2008

**ASBESTOS SURVEY REPORT
BUCKEYE UNION HIGH SCHOOL
A-WING
902 EAST EASON AVENUE
BUCKEYE, ARIZONA**

**FOR
TOWN OF BUCKEYE**

**URS No. 23445361
July 11, 2008**

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION	1-1
2.0 SAMPLING AND ANALYTICAL METHODS	2-1
3.0 RESULTS	3-1
3.1 ROOM 01 – MEN’S RESTROOM	3-1
3.2 ROOM 03 - WOMEN’S RESTROOM	3-2
3.3 ROOMS 05 AND 06 - RESTROOMS	3-2
3.4 ROOM 10 - AUDITORIUM	3-2
3.5 ROOM 11 - HALLWAY	3-2
3.6 ROOMS 101, 101A, AND 102 – MUSIC AND STORAGE ROOM	3-3
3.7 ROOMS 103 AND 103C – CLASSROOM AND STORAGE ROOM	3-3
3.8 ROOMS 103A AND 103B – CLASSROOM AND STORAGE ROOM	3-3
3.9 ROOMS 104, 104A, AND 104B - CLASSROOM	3-3
3.10 ROOMS 105 AND 105A - CLASSROOM	3-4
3.11 ROOM 106 AND 106B - CLASSROOM	3-4
3.12 ROOMS 107, 107A, AND 107B - BREAKROOM	3-4
3.13 ROOMS 108, 109, AND 110 - CLASSROOM	3-4
3.14 ROOMS 112, 112A, AND 112B – CLASSROOM, STORAGE ROOM, AND MEZZANINE	3-5
3.15 ROOMS 113, 114, AND 115 – WEIGHT ROOM	3-5
3.16 MAIN HALLWAY	3-5
3.17 EXTERIOR - ENTRANCE	3-5
3.18 EXTERIOR - COURTYARDS	3-6
4.0 RECOMMENDATIONS	4-1
4.1 CARPET MASTIC	4-1
4.2 PAINT AND PAINT-LIKE TEXTURE	4-1
4.3 9-INCH BY 9-INCH FLOOR TILE	4-1
4.4 TAPE JOINT AND SURFACE TEXTURE	4-1
4.5 CEILING TEXTURE	4-2

LIST OF FIGURES

- 1 Site Location Map/2008 Aerial Photograph
- 2 Positive Material Locations

LIST OF TABLES

- 1 Summary of Asbestos Results
- 2 Summary of Positive Sample Results

LIST OF APPENDICES

- Appendix A Survey Personnel – Asbestos Certifications
Appendix B Field and Laboratory Documentation
Appendix C Photographs – Material to Be Abated

1.0 INTRODUCTION

URS Corporation (URS) was retained by the Town of Buckeye (Town) to conduct an Asbestos Survey on the A-Wing of the Buckeye Union High School located at 902 East Eason Avenue in Buckeye, Maricopa County, Arizona (see Figure 1). This survey was conducted in accordance with URS' proposal to the Town, dated February 21, 2008. The Town of Buckeye intends to restore the 17,415-square-foot A-Wing building to its original condition. The front portion of the building was constructed in 1925. The classroom wings and most of the auditorium were added in 1931. Although several building renovations were completed throughout the years, a major renovation and addition (auditorium expansion) was completed in 1972. General construction of the building consists of exterior brick and plaster walls; plaster and drywall finished interior walls; tiled, textured, and plaster ceilings; wooden, carpeted, and tiled interior flooring; poured-in-place concrete foundation; concrete walkways; and a tile roof.

The primary objective of this scope of services was to determine whether asbestos containing materials (ACM) are present within the area of the building undergoing renovation and whether these materials would require removal as defined by National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maricopa County Environmental Services Department (MCESD). The area inspected and material sampled was based on the renovation drawings provided to URS (Demolition Floor Plan No. A02.01). For the purposes of this report, this area is referred to as the "Site".

The asbestos-sampling program was conducted in substantive compliance with NESHAP and MCESD. Field activities were performed on June 17 and 18, 2008. The following accredited asbestos inspectors performed the sample collection activities. Their certifications are provided in Appendix A:

- Ms. Marianne Burrus and Ms. Nichol Foreman

2.0 SAMPLING AND ANALYTICAL METHODS

NESHAP EPA Regulation 40 CFR, Part 61 subpart M, requires that comprehensive inspections be done to determine the location and amount of asbestos in a structure prior to renovation or demolition activities that may disturb the material. To comply with the intent of NESHAP for the purposes of identifying asbestos prior to renovation activities, URS conducted a NESHAP asbestos survey of the potential ACM observed within the Site. The inspection protocols require that a minimum of three samples be collected from homogenous material suspected of containing asbestos. URS followed this standard for the survey.

A homogeneous area is defined as a single material, uniform in texture and appearance, installed at one time, and unlikely to consist of more than one type, or formulation, of material. Sampling was performed on the interior and exterior homogenous areas observed throughout the Site. Sample collection of homogeneous building materials was performed with emphasis on random distribution throughout. Sample locations were biased when necessary to obtain samples from patches or other localized areas. In cases where joint compound and/or tape had been applied to wallboard and could not be visually distinguished from the drywall, URS collected samples of the entire wall system. The number of bulk samples collected per homogeneous sampling area during the comprehensive surveys was in accordance with the Asbestos Hazard Emergency Response Act (AHERA) Rule.

The samples were analyzed by EMC Labs, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) certified asbestos testing facility (NVLAP Lab ID #101926-0) in Phoenix, Arizona for analysis by polarized light microscopy (PLM) bulk sampling method EPA 600/M4-82-020 (Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Further analysis by point counting was conducted on any sample with a reported asbestos content of less than 1 percent. Samples with a reported result between 1 and 5 percent were point counted if they were the only sample of the material to return a positive result. Samples between 1 and 5 percent were not point counted if the material was located in an area already identified for abatement. In addition, all non-friable organically bound (NOB) material (e.g., floor tile) that tested negative for asbestos and was not already identified for abatement was further analyzed by transmission electron microscope (TEM), method EPA 600/R-93/116. The TEM analyses were completed by Fiberquant Analytical Services, a NVLAP certified asbestos testing facility (NVLAP Lab ID #101031) in Phoenix, Arizona. Results of point counting and TEM are listed with the original sample results in Tables 1 and 2.

The survey was conducted on June 17 and 18, 2008. A total of 204 building material samples were collected during this survey. All field and laboratory documentation associated with this survey is provided in Appendix B.

3.0 RESULTS

URS collected a total of 204 samples from suspected ACMs from the Site. During the analysis of these samples, each was subdivided into its component parts and analytical results were reported on each component of each sample. This resulted in a total of 335 reported analytical results. A complete listing of building materials collected and laboratory analyses is provided in Table 1. A summary of positive results is listed below, provided in Table 2, and presented on Figure 2. Photographs of materials to be abated can be found in Appendix C.

Based on the renovations drawings provided to URS, no renovation activities will be conducted in, and therefore no samples were collected from, the following rooms/areas:

- Room 02 (storage room): URS conducted a Limited Asbestos Survey on the A-Wing building in March 2007. At that time, the plaster finish-coat (wall material) within Room 02 was found to contain asbestos.
- Room 04 (storage room)
- Room 07 (classroom)
- Room 08 (back stage)
- Room 09 (stairwell)
- Room 106A (storage room)
- Basement areas (Green Room and boiler room)
- Roof: URS conducted a Limited Asbestos Survey on the A-Wing building in March 2007. At that time, the roof felt was found to contain asbestos.

The following sections summarize the potential ACM collected during the survey.

3.1 ROOM 01 – MEN’S RESTROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) ceramic tile, and 4) covebase mastic.

- These materials tested negative for asbestos.

3.2 ROOM 03 - WOMEN'S RESTROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes the wall material at the entrance of the restroom. This wall surfacing material was drywall in the hallway and plaster-covered within the restroom.

- These materials tested negative for asbestos.

3.3 ROOMS 05 AND 06 - RESTROOMS

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) block and mortar, 2) ceramic tile, and 3) insulation. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Paint-like texture	On block dividing wall and east wall	Cat-II ¹	No	1

¹ Category II non-friable material (see Section 4.2 for handling requirements).

3.4 ROOM 10 - AUDITORIUM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) fabric-covered acoustical boards, 4) covebase mastic, and 5) carpet mastic. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Drywall - texture	Walls and ceiling	RACM ²	Yes	2

² Category II non-friable material that will become friable during renovation/demolition activities.

3.5 ROOM 11 - HALLWAY

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system and 2) plaster-covered wall material. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Drywall – texture and joint compound	Entrance and west wall	RACM ²	Yes	3

² Category II non-friable material that will become friable during renovation/demolition activities.

3.6 ROOMS 101, 101A, AND 102 – MUSIC AND STORAGE ROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) suspended ceiling tiles, 4) glued-on acoustical ceiling tiles, 5) insulation, 6) fabric-covered acoustical boards, and 6) carpet mastic.

- These materials tested negative for asbestos

3.7 ROOMS 103 AND 103C – CLASSROOM AND STORAGE ROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) suspended ceiling tiles, 3) glued-on acoustical ceiling tiles, 4) floor tile, 5) insulation, 6) fiberboard, and 7) carpet mastic. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Carpet mastic	Classroom	RACM ²	Yes	4
9" x 9" Floor Tile ³	Storage Room	RACM ⁴	Yes	5

² Category II non-friable material that will become friable during renovation/demolition activities.

³ Material assumed to be positive (with no samples collected).

⁴ Category I non-friable material in poor condition and will be rendered friable during renovation/demolition activities.

3.8 ROOMS 103A AND 103B – CLASSROOM AND STORAGE ROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) suspended ceiling tiles, 4) glued-on acoustical ceiling tiles, 5) insulation, and 6) carpet mastic.

- These materials tested negative for asbestos.

3.9 ROOMS 104, 104A, AND 104B - CLASSROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) suspended ceiling tiles, 4) glued-on acoustical ceiling tiles, 5) insulation, and 6) carpet mastic.

- These materials tested negative for asbestos.

3.10 ROOMS 105 AND 105A - CLASSROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) suspended ceiling tiles and 2) glued-on acoustical ceiling tiles.

- These materials tested negative for asbestos.

3.11 ROOM 106 AND 106B - CLASSROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area and in the adjacent vestibule includes: 1) drywall system, 2) plaster-covered wall material, 3) suspended ceiling tiles, and 4) glued-on acoustical ceiling tiles. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Paint	Ceiling	Cat-II ¹	No	6

¹ Category II non-friable material (see Section 4.2 for handling requirements).

3.12 ROOMS 107, 107A, AND 107B - BREAKROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) plaster-covered wall material, 2) suspended ceiling tiles, and 3) glued-on acoustical ceiling tiles.

- These materials tested negative for asbestos.

3.13 ROOMS 108, 109, AND 110 - CLASSROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) suspended ceiling tiles and 2) carpet mastic.

- These materials tested negative for asbestos.

3.14 ROOMS 112, 112A, AND 112B – CLASSROOM, STORAGE ROOM, AND MEZZANINE

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) covebase mastic, and 3) carpet mastic. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Drywall – texture and joint compound	East wall and interior of storage room	RACM ²	Yes	7

² Category II non-friable material that will become friable during renovation/demolition activities.

3.15 ROOMS 113, 114, AND 115 – WEIGHT ROOM

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) plaster-covered wall material, 3) suspended ceiling tiles, 4) popcorn-style ceiling texture, and 5) carpet mastic. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Carpet mastic	Classroom	RACM ²	Yes	8

² Category II non-friable material that will become friable during renovation/demolition activities.

3.16 MAIN HALLWAY

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) drywall system, 2) suspended ceiling tiles, 3) popcorn-style ceiling texture, 4) covebase mastic, 5) leveling compound, and 6) floor tile (two types with mastic). With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Popcorn-type ceiling	Above suspended ceiling	RACM – Friable	Yes	9

3.17 EXTERIOR - ENTRANCE

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes: 1) concrete and 2) brick and mortar.

These materials tested negative for asbestos.

3.18 EXTERIOR - COURTYARDS

Based on the renovation drawings provided, the potential ACM to be disturbed in this area includes plaster with textured surface. With the exception of the components noted below, all other materials collected tested negative for asbestos.

Material	Location	Category	Abatement	Photo #
Texture	East courtyard	RACM ²	Yes	10

² Category II non-friable material that will become friable during renovation/demolition activities.

4.0 RECOMMENDATIONS

Various categories of ACM were identified throughout the Site. Similar types of materials should be treated in the same manner. The general type of friable and non-friable materials identified during the survey are listed below.

4.1 CARPET MASTIC

Carpet mastic tested positive for asbestos, as identified in Section 3. This material is classified as Cat II non-friable. If the underlying wood floor will be sanded during renovation, this material should be removed in accordance with NESHAP and Maricopa County.

4.2 PAINT AND PAINT-LIKE TEXTURE

Paint (in good condition) containing asbestos was found in several areas, as identified in Section 3. These materials are Cat II non-friable. According to the EPA and NESHAP, paint containing asbestos in quantities greater than 1% that is in good condition may remain in place during renovation/demolition activities so long as the material is not subjected to sanding, grinding or other activities that will render the material friable. If this material is rendered friable during renovation activities, all waste including the underlying substrate must be treated as RACM in accordance with NESHAP.

4.3 9-INCH BY 9-INCH FLOOR TILE

The 9-inch by 9-inch floor tiles observed in Room 103C were assumed to contain asbestos. NESHAP normally categorizes this material as CAT I non-friable and allows CAT I materials that are in good condition to remain in place during normal renovation/demolition. However, the floor tiles have lost their resiliency and were observed to be in poor condition. In accordance with NESHAP and Maricopa County, this material should be removed prior to renovation/demolition.

4.4 TAPE JOINT AND SURFACE TEXTURE

Tape joint and surface texture tested positive in several areas, as identified in Section 3. Tape joint materials are usually used for joining sections of drywall and smoothing corners. Texture is a sprayed- or troweled-on material covering the entire surface of the wall and inseparable from the underlying surface. These materials are Cat II non-friable. However, normal renovation/demolition practices will cause this material to become friable. Tape joints and/or joint compound are not readily apparent on most surfaces, and surface texture covers the entire

area. Therefore, it is recommended that in all areas where this material occurs that the wall surface be stripped to the underlying studs and all resulting materials be disposed of as friable waste in accordance with NESHAP.

4.5 CEILING TEXTURE

Sprayed-on “popcorn”-type ceiling texture tested positive for asbestos, as identified in Section 3. This material is classified as friable RACM. In accordance with NESHAP and Maricopa County this material should be removed prior to renovation.

FIGURES



Aerial Photograph courtesy of Maricopa County Assessor's Office website



Approximate Site Boundary

SITE LOCATION MAP / 2008 AERIAL PHOTOGRAPH

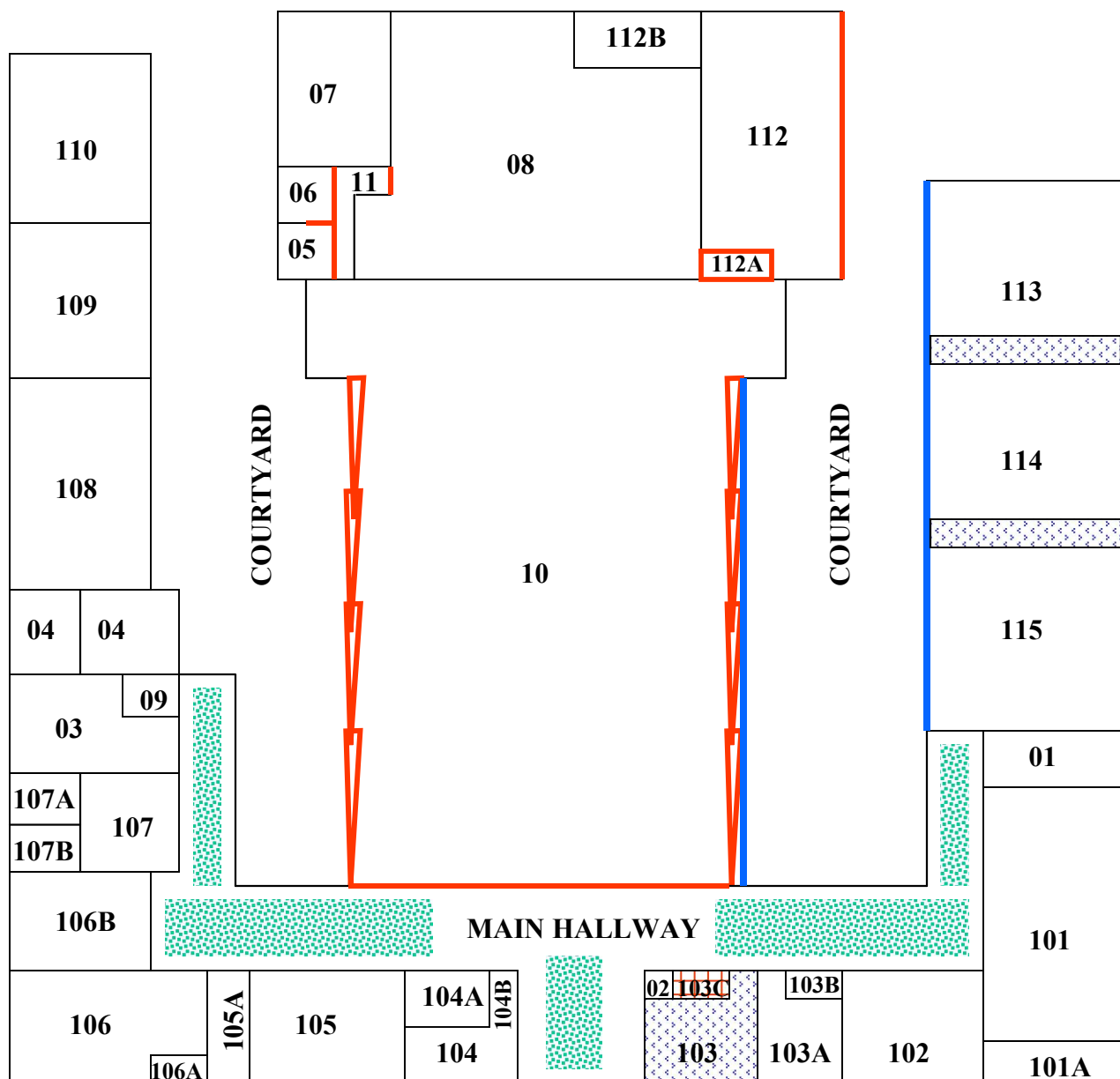
Asbestos Survey
 Buckeye Union High School, A-Wing
 902 East Eason Avenue
 Buckeye, Arizona

July 2008

URS



FIGURE 1



- ACM - Wall Surfacing Material (interior)
- ACM - Floor Tile
- ACM - Carpet Mastic
- ACM - Ceiling Texture
- ACM - Wall Surfacing Material (exterior)

Notes:

Ceiling surfacing material in Room 10 (auditorium) assumed to be positive.
Asbestos-containing paint beneath glued-on ceiling tile not shown on figure.

POSITIVE MATERIAL LOCATIONS

Asbestos Survey
Buckeye Union High School, A-Wing
902 East Eason Avenue
Buckeye, Arizona

July 2008

URS

N

Not to Scale

Performing Arts Center (A-Wing)
Contract No. 2020001.04 - DO #2
Haydon Building Corp.

FIGURE 2

TABLES

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
10	A10-SMW1-1	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-2	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-2	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-3	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-3	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good		3.6		
10	A10-SMW1-4	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-4	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-5	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-5	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-6	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-6	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good				
10	A10-SMW1-7	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW1-7	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	4		Texture	Non-Friable	Good				
10	A10-MM1-1	MM	Auditorium (S. Wall)		06/18/2008	06/27/2008		X	Acoustical Boards	Non-Friable	Good				
10	A10-MM1-2	MM	Auditorium (S. Wall)		06/18/2008	06/27/2008		X	Acoustical Boards	Non-Friable	Good				
10	A10-MM1-3	MM	Auditorium (S. Wall)		06/18/2008	06/27/2008		X	Acoustical Boards	Non-Friable	Good				
10	A10-SMW2-1	SMW	Patch Area - Low		06/18/2008	06/27/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
10	A10-SMW2-1	SMW	Patch Area - Low		06/18/2008	06/27/2008		X	Plaster - Finish Coat	Non-Friable	Good				
10	A10-SMW2-2	SMW	Patch Area - Mid		06/18/2008	06/27/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
10	A10-SMW2-2	SMW	Patch Area - Mid		06/18/2008	06/27/2008		X	Plaster - Finish Coat	Non-Friable	Good				
10	A10-SMW2-3	SMW	Patch Area - High		06/18/2008	06/27/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
10	A10-SMW2-3	SMW	Patch Area - High		06/18/2008	06/27/2008		X	Plaster - Finish Coat	Non-Friable	Good				
10	A10-SMW3-1	SMW	Auditorium		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW3-1	SMW	Auditorium		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
10	A10-SMW3-2	SMW	Auditorium		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW3-2	SMW	Auditorium		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
10	A10-SMW3-3	SMW	Auditorium		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
10	A10-SMW3-3	SMW	Auditorium		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
10	A10-P-1	P	Auditorium	Black	06/18/2008	06/27/2008		X	Paint	Non-Friable	Good				
10	A10-CBM-1	CBM	Auditorium		06/18/2008	06/27/2008		X	Cove Base Mastic	Non-Friable	Good				
10	A10-CBM-2	CBM	Auditorium		06/18/2008	06/27/2008		X	Cove Base Mastic	Non-Friable	Good				

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
10	A10-CBM-3	CBM	Auditorium		06/18/2008	06/27/2008		X	Cove Base Mastic	Non-Friable	Good				
10	A10-MM-1	MM	Auditorium		06/18/2008	06/27/2008		X	Carpet	Non-Friable	Good				
10	A10-MM-1	MM	Auditorium		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
11	A11-SMW1-1	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
11	A11-SMW1-1	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good				
11	A11-SMW1-2	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
11	A11-SMW1-2	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		2.1		
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Tape	Non-Friable	Good				
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Joint Compound	Non-Friable	Good				
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture - Scratch Coat	Non-Friable	Good				
11	A11-SMW2-1	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Plaster - Finish Coat	Non-Friable	Good				
11	A11-SMW2-1	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008		X	Plaster - Finish Coat	Non-Friable	Good				
101	A101-SMW3-2	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
101	A101-SMW3-2	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
101	A101-SMW5-1	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
101	A101-P-1	P	Music RM	Green	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
101	A101-P-2	P	Music RM	Red	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
101	A101-MM-1	MM	Music RM		06/18/2008	06/27/2008		X	Fabric Covered Board	Non-Friable	Good				
102	A102-P-1	P	Music RM	Dark Pink	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
102	A102-P-2	P	Music RM	Light Pink	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
102	A102-SMW2-4	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
102	A102-SMW2-4	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
102	A102-SMW2-5	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
102	A102-SMW3-1	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
102	A102-SMW3-1	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103	103-SMW1-1	SMW	Entry		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Same texture as 104-SMW
103	103-SMW1-1	SMW	Entry		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				Same texture as 104-SMW
103	103-SMW1-2	SMW	Class RM F		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
103	103-SMW1-2	SMW	Class RM F		06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
103	103-SMW1-3	SMW	Class RM F		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
103	103-SMW1-3	SMW	Class RM F		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103	103-SMW1-4	SMW	Class RM F		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
103	103-SMW1-4	SMW	Class RM F		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103	103-SMW1-5	SMW	Class RM F		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
103	103-SMW1-5	SMW	Class RM F		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103	103-P-1	P	Class RM F	White	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
103	103-INS1-1	INS	Class RM F		06/18/2008	06/27/2008		X	Insulation	Friable	Good				Pink
103	103-INS2-1	INS	Class RM F		06/18/2008	06/27/2008		X	Insulation	Friable	Good				Yellow
103	103-MM1-1	MM	Class RM F		06/18/2008	06/27/2008		X	Ceiling Plaster	Friable	Poor				Original ceiling
103	103-MM2-1	MM	Class RM F		06/18/2008	06/27/2008		X	Fiber Board	Non-Friable	Good				
103	103-SCT-1	SCT	Class RM F		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
103	103-MM3-1	MM	Class RM F		06/18/2008	06/27/2008		X	Carpet	Non-Friable	Good				
103	103-MM3-1	MM	Class RM F		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
103	103-MM3-1	MM	Class RM F		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
103	103-MM3-2	MM	Class RM F		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
103	103-MM3-2	MM	Class RM F		06/18/2008	06/27/2008	10		Carpet Mastic	Non-Friable	Good				
103	103-MM3-3	MM	Class RM F		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
103	103-MM3-3	MM	Class RM F		06/18/2008	06/27/2008	5		Carpet Mastic	Non-Friable	Good				
104	104-SMW1-1	SMW	Class RM D		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
104	104-SMW1-2	SMW	Class RM E		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
104	104-SMW1-3	SMW	Class RM E		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
104	104-SMW2-1	SMW	Class RM D		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
104	104-SMW2-1	SMW	Class RM D		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
104	104-SMW2-2	SMW	Class RM D		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
104	104-SMW2-2	SMW	Class RM D		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
104	104-SMW2-3	SMW	Class RM E		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
104	104-SMW3-1	SMW	Hallway (South)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
104	104-SMW3-1	SMW	Hallway (South)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
104	104-SMW3-2	SMW	Entry		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Patched Area
104	104-SMW3-2	SMW	Entry		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				Patched Area
104	104-SMW3-3	SMW	Hallway (South)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				

Table 1
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Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
104	104-SMW3-3	SMW	Hallway (South)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
104	104-P-1	P	Class RM D	Mint Green	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
104	104-INS1-1	INS	Class RM D		06/18/2008	06/27/2008		X	Insulation	Friable	Good				Pink
104	104-AT-1	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile	Friable	Good				
104	104-AT-1	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Friable	Good				
104	104-AT-2	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile	Friable	Good				
104	104-AT-2	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Friable	Good				
104	104-AT-3	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile	Friable	Good				
104	104-AT-3	AT	Class RM D		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Friable	Good				
104	104-MM1-1	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Padding	Non-Friable	Good				
104	104-MM1-1	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
104	104-MM1-2	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Padding	Non-Friable	Good				
104	104-MM1-2	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
104	104-MM1-3	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet	Non-Friable	Good				
104	104-MM1-3	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
104	104-MM1-3	MM	Class RM D		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
104	104-SCT-1	SCT	Class RM D		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
104	104-SCT-2	SCT	Class RM E		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
104	104-SCT-3	SCT	Class RM C		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
105	105-P-1	P	Class RM C doorjam	White	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
105	A105-MM1-1	MM	Class RM C		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile	Non-Friable	Good				
105	A105-MM1-1	MM	Class RM C		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Non-Friable	Good				
105	A105-MM1-2	MM	Class RM C		06/18/2008	06/27/2008		X	Acoustical Ceiling Tile	Non-Friable	Poor				
105	A105-MM1-2	MM	Class RM C		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Non-Friable	Poor				
105	A105-MM1-2	MM	Class RM C		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Poor				
105	A105-MM1-3	MM	Class RM C		06/18/2008	06/27/2008		X	Acoustic Ceiling Tile Glue	Non-Friable	Good			<0.45	
106	106-SMW1-1	SMW	Class RM B		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
106	106-SMW1-1	SMW	Class RM B		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
106	106-SMW1-2	SMW	Class RM B		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
106	106-SMW1-2	SMW	Class RM B		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
106	106-SMW1-3	SMW	Class RM A		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				

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Buckeye Union High School A-Wing

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106	106-SMW1-3	SMW	Class RM A		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
106	106-SMW2-1	SMW	Class RM A		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
106	106-SMW2-1	SMW	Class RM A		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
106	106-SMW2-2	SMW	Class RM A		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
106	106-SMW2-2	SMW	Class RM A		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
106	106-SMW2-3	SMW	Vestibule		06/17/2008	06/26/2008		X	Plaster - Drywall	Non-Friable	Good				
106	106-SMW2-3	SMW	Vestibule		06/17/2008	06/26/2008		X	Plaster - Texture	Non-Friable	Good				
106	106-P4-1	P	Class RM B	Light Green	06/18/2008	06/27/2008	2		Paint	Non-Friable	Good		1.6		
107	107-SMW1-1	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
107	107-SMW1-1	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-SMW2-1	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
107	107-SMW2-2	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
107	107-SMW2-2	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-SMW2-3	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
107	107-SMW2-3	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-SMW4-1	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
107	107-SMW4-2	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-SMW4-3	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
107	107-SMW4-4	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-SMW4-5	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
107	107-SMW5-1	SMW	Break RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
107	107-P-1	P	Break RM Wall		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
107	107-P-1	P	Break RM Wall	White	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
107	107-P-2	P	Break RM Wall		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
107	107-P-2	P	Break RM Wall	Light Blue	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
107	107-P-3	P	Break RM Trim	Dark Blue	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
108	108-MM-1	MM	Class RM 108		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
109	109-MM-2	MM	Class RM 109		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
110	110-SCT-1	SCT	Class RM 110		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
110	110-MM-3	MM	Class RM 110		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
112	A112-SMW1-1	SMW	Class RM H		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
112	A112-SMW1-1	SMW	Class RM H		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good		2.8		
112	A112-SMW1-2	SMW	Class RM H		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				

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Buckeye Union High School A-Wing

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112	A112-SMW1-2	SMW	Class RM H		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
112	A112-SMW1-3	SMW	Class RM H		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
112	A112-SMW1-3	SMW	Class RM H		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
112	A112-MM-1	MM	Class RM H		06/18/2008	06/27/2008		X	Carpet Mastic Cove Base	Non-Friable	Good				
112	A112-CBM-1	CBM	Class RM H		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				
115	A115-SMW1-1	SMW	Weight RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW1-2	SMW	Weight RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW1-3	SMW	Weight RM		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW2-1	SMW	Weight RM		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
115	A115-SMW2-2	SMW	Weight RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
115	A115-SMW2-2	SMW	Weight RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
115	A115-SMW2-3	SMW	Weight RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
115	A115-SMW2-3	SMW	Weight RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
115	A115-SMW3-1	SMW	Weight RM Archway		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW3-1	SMW	Weight RM Archway		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
115	A115-SMW3-2	SMW	Weight RM Archway		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW3-3	SMW	Weight RM Archway		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
115	A115-SMW3-3	SMW	Weight RM Archway		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMW4-1	SMW	Weight RM doorjam		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Smooth
115	A115-SMW4-2	SMW	Weight RM doorjam		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Smooth
115	A115-SMW4-3	SMW	Weight RM doorjam		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Smooth
115	A115-SMW4-3	SMW	Weight RM doorjam		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				Smooth
115	A115-SMW4-3	SMW	Weight RM doorjam		06/17/2008	06/26/2008		X	Texture	Non-Friable	Good				
115	A115-SMC-1	SMC	Weight RM		06/18/2008	06/27/2008		X	Popcorn Ceiling	Friable	Good				
115	A115-SMC-1	SMC	Weight RM		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
115	A115-SMC-2	SMC	Weight RM		06/18/2008	06/27/2008		X	Popcorn Ceiling	Friable	Good				
115	A115-SMC-2	SMC	Weight RM		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
115	A115-SMC-3	SMC	Weight RM		06/18/2008	06/27/2008		X	Popcorn Ceiling	Friable	Good				
115	A115-SMC-3	SMC	Weight RM		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
115	A115-SMC-4	SMC	Weight RM		06/18/2008	06/27/2008		X	Popcorn Ceiling	Friable	Good				
115	A115-SMC-4	SMC	Weight RM		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
115	A115-SMC-5	SMC	Weight RM		06/18/2008	06/27/2008		X	Popcorn Ceiling	Friable	Good				

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Buckeye Union High School A-Wing

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115	A115-SMC-5	SMC	Weight RM		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
115	A115-SCT1-1	SCT	Weight RM		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
115	A115-SCT1-2	SCT	Weight RM		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				
115	A115-MM-1	MM	Weight RM		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
115	A115-MM-2	MM	Weight RM		06/18/2008	06/27/2008		X	Carpet Paddng	Non-Friable	Good				
115	A115-MM-2	MM	Weight RM		06/18/2008	06/27/2008	3		Carpet Mastic	Non-Friable	Good		2, 3		
115	A115-MM-3	MM	Weight RM		06/18/2008	06/27/2008		X	Carpet Mastic	Non-Friable	Good				
01	A01-SMW5-2	SMW	Men RR 1		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
01	A01-SMW5-3	SMW	Men RR 1		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
01	A01-SMW5-3	SMW	Men RR 1		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
01	A01-SMW6-1	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
01	A01-SMW6-1	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
01	A01-SMW6-2	SMW	Men RR 1		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
01	A01-SMW6-2	SMW	Men RR 1		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
01	A01-SMW6-3	SMW	Men RR 1		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
01	A01-SMW6-3	SMW	Men RR 1		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
01	A01-SMW6-4	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
01	A01-SMW6-4	SMW	Hallway (East)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
01	A01-FT1-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				
01	A01-FT1-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Grout	Non-Friable	Good				
01	A01-FT2-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				
01	A01-FT3-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				
01	A01-FT3-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Grout	Non-Friable	Good				
01	A01-FT4-1	FT	Men RR 1		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				
01	A01-CB1-1	CB	Men RR 1		06/18/2008	06/27/2008		X	Cove Base Mastic	Non-Friable	Good				
01	A01-CB1-1	CB	Men RR 1		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
03	A03-SMW-1	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
03	A03-SMW-1	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
03	A03-SMW-2	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
03	A03-SMW-2	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
03	A03-SMW-3	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
03	A03-SMW-3	SMW	Hallway (West)		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
03	A03-SMW-4	SMW	Women RR 1		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
03	A03-SMW-4	SMW	Women RR 1		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
03	A03-SMW-5	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
03	A03-SMW-5	SMW	Break RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
03	A03-P-1	P	Women RR 1	White	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
03	A03-P-2	P	Women RR 1	Pink	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
03	A03-P-3	P	Hallway (West)	White	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
03	A03-P-4	P	Women RR 1 (doorjam)	Mauve	06/17/2008	06/26/2008		X	Paint	Non-Friable	Good				
05	A05-BM-3	BM	Women RR 2		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
05	A05-BM-3	BM	Women RR 2		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good				On block wall
05	A05-CT-1	CT	Women RR 2		06/18/2008	06/27/2008		X	Ceramic Tile	Non-Friable	Good				
05	A05-CT-1	CT	Women RR 2		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
05	A05-CT-2	CT	Women RR 2		06/18/2008	06/27/2008		X	Ceramic Tile	Non-Friable	Good				
05	A05-CT-2	CT	Women RR 2		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
06	A06-BM-1	BM	Men RR 2		06/18/2008	06/27/2008		X	Brick	Non-Friable	Good				
06	A06-BM-1	BM	Men RR 2		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.3		On block wall
06	A06-BM-2	BM	Men RR 2		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
06	A06-CT-3	CT	Men RR 2		06/18/2008	06/27/2008		X	Ceramic Tile	Non-Friable	Good				
06	A06-CT-3	CT	Men RR 2		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
06	A06-INS-1	INS	Men RR 2		06/18/2008	06/27/2008		X	Insulation	Friable	Good				
101A	A101A-SMW4-1	SMW	Storage		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
103A	103A-SMW1-1	SMW	Class RM G		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
103A	103A-SMW1-1	SMW	Class RM G		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103A	103A-SMW1-2	SMW	Storage B		06/17/2008	06/26/2008		X	Drywall	Non-Friable	Good				
103A	103A-SMW1-3	SMW	Class RM G		06/17/2008	06/26/2008		X	Joint Compound	Non-Friable	Good				
103A	103A-SMW2-1	SMW	Class RM G		06/17/2008	06/26/2008		X	Plaster	Non-Friable	Good				
103A	103A-SMW2-2	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
103A	103A-SMW2-2	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				
103A	103A-SMW2-3	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Finish Coat	Non-Friable	Good				
103A	103A-SMW2-3	SMW	Music RM		06/17/2008	06/26/2008		X	Plaster - Scratch Coat	Non-Friable	Good				

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
112A	A112A-SMC-1	SMC	Class RM H		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112A	A112A-SMC-1	SMC	Class RM H		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
112A	A112A-SMC-2	SMC	Class RM H		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112A	A112A-SMC-2	SMC	Class RM H		06/18/2008	06/27/2008	3		Joint Compound	Non-Friable	Good		2.5		
112A	A112A-SMC-2	SMC	Class RM H		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		0.7		
112A	A112A-SMC-3	SMC	Class RM H		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112A	A112A-SMC-3	SMC	Class RM H		06/18/2008	06/27/2008		X	Joint Compound	Non-Friable	Good				
112A	A112A-SMC-3	SMC	Class RM H		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
112B	A112B-SMW1-1	SMW	Mezanine		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112B	A112B-SMW1-1	SMW	Mezanine		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
112B	A112B-SMW1-2	SMW	Mezanine		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112B	A112B-SMW1-2	SMW	Mezanine		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
112B	A112B-SMW1-3	SMW	Mezanine		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
112B	A112B-SMW1-3	SMW	Mezanine		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Exterior	E-CONC-1	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-2	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-3	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-4	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-5	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-6	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-CONC-7	CONC	Front Exterior		06/18/2008	06/27/2008		X	Concrete	Non-Friable	Good				
Exterior	E-BM-1	BM	Front Façade		06/18/2008	06/27/2008		X	Brick	Non-Friable	Good				
Exterior	E-BM-1	BM	Front Façade		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
Exterior	E-BM-2	BM	Front Façade		06/18/2008	06/27/2008		X	Brick	Non-Friable	Good				
Exterior	E-BM-2	BM	Front Façade		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
Exterior	E-BM-3	BM	Front Façade		06/18/2008	06/27/2008		X	Brick	Non-Friable	Good				
Exterior	E-BM-3	BM	Front Façade		06/18/2008	06/27/2008		X	Mortar	Non-Friable	Good				
Exterior	E-ST-1	ST	Ext. Weight RM		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-1	ST	Ext. Weight RM		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Exterior	E-ST-2	ST	Ext. Weight RM		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-2	ST	Ext. Weight RM		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.6		

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
Exterior	E-ST-3	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-3	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		0.9		
Exterior	E-ST-4	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-4	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.4		
Exterior	E-ST-5	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-5	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Exterior	E-ST-6	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-6	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Exterior	E-ST-7	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Plaster	Non-Friable	Good				
Exterior	E-ST-7	ST	Ext. Auditorium (W)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Exterior	EP-1	P	Ext. Weight RM	Tan	06/18/2008	06/27/2008		X	Paint	Non-Friable	Good				
Hall	H-SMC1-1	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
Hall	H-SMC1-1	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Hall	H-SMC1-2	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Drywall	Non-Friable	Good				
Hall	H-SMC1-2	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Hall	H-SMC1-3	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Non-Friable	Good				
Hall	H-SMC1-4	SMC	Hallway (South)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Hall	H-SMC1-5	SMC	Hallway (South)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Hall	HP-1	P	Hallway (West)	Tan	06/18/2008	06/27/2008		X	Paint	Non-Friable	Good				
Hall	HP-1	P	Hallway (West)		06/18/2008	06/27/2008		X	Texture	Non-Friable	Good				
Hall	H-SMC2-1	SMC	Hallway (West)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-1	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
Hall	H-SMC2-2	SMC	Hallway (West)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-2	SMC	Hallway (West)		06/18/2008	06/27/2008		X	Plaster	Friable	Good				
Hall	H-SMC2-3	SMC	Hallway (South)		06/18/2008	06/27/2008		X	Drywall	Friable	Good				
Hall	H-SMC2-3	SMC	Hallway (South)		06/18/2008	06/27/2008		X	Texture	Friable	Good				
Hall	H-SMC2-4	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-5	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SCT-1	SCT	Hallway (West)		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				Dual
Hall	H-SCT-2	SCT	Hallway (South)		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				Small
Hall	H-SCT-3	SCT	Hallway (South)		06/18/2008	06/27/2008		X	Suspended Ceiling Tile	Friable	Good				Dual

Table 1
Summary of Asbestos Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
Hall	H-FT1-1	FT	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good			<0.01	Pink
Hall	H-FT1-1	FT	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Pink
Hall	H-FT1-2	FT	Hallway (West)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				Pink
Hall	H-FT1-2	FT	Hallway (West)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Pink
Hall	H-FT1-3	FT	Hallway (East)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				Pink
Hall	H-FT1-3	FT	Hallway (East)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Pink
Hall	H-FT2-1	FT	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good			<0.02	Green
Hall	H-FT2-1	FT	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Green
Hall	H-FT2-2	FT	Hallway (West)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				Green
Hall	H-FT2-2	FT	Hallway (West)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Green
Hall	H-FT2-3	FT	Hallway (East)		06/18/2008	06/27/2008		X	Floor Tile	Non-Friable	Good				Green
Hall	H-FT2-3	FT	Hallway (East)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				Green
Hall	H-CBM-1	CBM	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Cove Base	Non-Friable	Good				
Hall	H-CBM-1	CBM	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Compound	Non-Friable	Good				
Hall	H-CBM-2	CBM	Hallway (West)		06/18/2008	06/27/2008		X	Cove Base	Non-Friable	Good				
Hall	H-CBM-2	CBM	Hallway (West)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				
Hall	H-CBM-2	CBM	Hallway (West)		06/18/2008	06/27/2008		X	Cove Base	Non-Friable	Good				
Hall	H-CBM-2	CBM	Hallway (West)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				
Hall	H-CBM-3	CBM	Hallway (East)		06/18/2008	06/27/2008		X	Cove Base	Non-Friable	Good				
Hall	H-CBM-3	CBM	Hallway (East)		06/18/2008	06/27/2008		X	Mastic	Non-Friable	Good				
Hall	H-LC-1	LC	Hallway (Front Entry)		06/18/2008	06/27/2008		X	Leveling Compound	Friable	Good				
Hall	H-LC-2	LC	Hallway (West)		06/18/2008	06/27/2008		X	Leveling Compound	Friable	Good				
Hall	H-LC-2	LC	Hallway (West)		06/18/2008	06/27/2008		X	Mastic	Friable	Good				
Hall	H-LC-3	LC	Hallway (East)		06/18/2008	06/27/2008		X	Leveling Compound	Friable	Good				
Hall	H-LC-3	LC	Hallway (East)		06/18/2008	06/27/2008		X	Mastic	Friable	Good				

Table 2
Summary of Positive Sample Results
Buckeye Union High School A-Wing

Room No.	Sample ID No.	Sample Type	Sample Location	Paint Color	Collection Date	Analysis Date	Chrysotile Asbestos (%)	Non-Detect	Homogeneous Material	Friability	Condition	Positive Material Description	Point Count	TEM	Notes
10	A10-SMW1-2	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-3	SMW	Auditorium (E. Wall)		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good		3.6		
10	A10-SMW1-4	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-5	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
10	A10-SMW1-6	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good				
10	A10-SMW1-7	SMW	Auditorium (W. Wall)		06/17/2008	06/26/2008	4		Texture	Non-Friable	Good				
11	A11-SMW1-1	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good				
11	A11-SMW1-2	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		2.1		
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Joint Compound	Non-Friable	Good				
11	A11-SMW1-3	SMW	Bath RM 2 (Hall)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good				
103	103-MM3-2	MM	Class RM F		06/18/2008	06/27/2008	10		Carpet Mastic	Non-Friable	Good				
103	103-MM3-3	MM	Class RM F		06/18/2008	06/27/2008	5		Carpet Mastic	Non-Friable	Good				
106	106-P4-1	P	Class RM B	Light Green	06/18/2008	06/27/2008	2		Paint	Non-Friable	Good		1.6		
112	A112-SMW1-1	SMW	Class RM H		06/17/2008	06/26/2008	3		Texture	Non-Friable	Good		2.8		
112	A112-SMW1-2	SMW	Class RM H		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
112	A112-SMW1-3	SMW	Class RM H		06/17/2008	06/26/2008	2		Texture	Non-Friable	Good				
115	A115-MM-2	MM	Weight RM		06/18/2008	06/27/2008	3		Carpet Mastic	Non-Friable	Good		2.3		
05	A05-BM-3	BM	Women RR 2		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good				On block wall
06	A06-BM-1	BM	Men RR 2		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.3		On block wall
112A	A112A-SMC-2	SMC	Class RM H		06/18/2008	06/27/2008	3		Joint Compound	Non-Friable	Good		2.5		
112A	A112A-SMC-2	SMC	Class RM H		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		0.7		
Exterior	E-ST-2	ST	Ext. Weight RM		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.6		
Exterior	E-ST-3	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		0.9		
Exterior	E-ST-4	ST	Ext. Auditorium (E)		06/18/2008	06/27/2008	2		Texture	Non-Friable	Good		1.4		
Hall	H-SMC1-3	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Non-Friable	Good				
Hall	H-SMC2-1	SMC	Hallway (West)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-2	SMC	Hallway (West)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-4	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				
Hall	H-SMC2-5	SMC	Hallway (South)		06/18/2008	06/27/2008	5		Popcorn Ceiling	Friable	Good				

APPENDIX A

SURVEY PERSONNEL – ASBESTOS CERTIFICATIONS

APPENDIX B

FIELD AND LABORATORY DOCUMENTATION

APPENDIX C

PHOTOGRAPHS – MATERIAL TO BE ABATED



PHOTOGRAPH 1.:

Room 06

Block Wall Texture/Paint

Sample IDs:

A05-BM-3

A06-BM-1

Photo Date: 7/8/08



PHOTOGRAPH 2.:

Room 10 - Auditorium

Drywall Texture

Sample IDs:

A11-SMW1-2 through -7

Photo Date: 7/8/08



PHOTOGRAPH 3.:

Room 11

Tape Joint Compound/Drywall
Texture

Sample IDs:

A11-SMW1-1 through -3

Photo Date: 7/8/08



PHOTOGRAPH 4.:

Room 103

Carpet Mastic

Sample IDs:
103-MM-2 and -3

Photo Date: 7/8/08



PHOTOGRAPH 5.:

Room 103C

9-inch by 9-inch Floor Tile

Assumed positive

Photo Date: 7/8/08



PHOTOGRAPH 6.:

Room 106

Paint

Sample ID:
106-P4-1

Photo Date: 7/8/08



PHOTOGRAPH 7.:
Rooms 112 and 112A

Tape Joint Compound/Drywall
Texture

Sample IDs:
A112-SMW1-1 through -3
A112A-SMC-2

Photo Date: 7/8/08



PHOTOGRAPH 8.:
Rooms 113, 114, and 115

Carpet Mastic

Sample ID:
A115-MM-2

Photo Date: 7/8/08



PHOTOGRAPH 9.:
Main Hallway

Popcorn-style Ceiling Texture

Sample IDs:
H-SMC1-3
H-SMC2-1, -2, -4, and -5

Photo Date: 7/8/08



PHOTOGRAPH 10.:

Courtyard

Exterior Wall Texture

Sample IDs:
E-ST-2 through -4

Photo Date: 7/8/08

ATTACHMENT B

Wood's Personnel Accreditations

THE ASBESTOS INSTITUTE

Certifies that

Pam Walrath

has attended and received instruction in the EPA approved course

AHERA Building Inspector Refresher

on

December 10, 2019

and successfully completed and passed the competency exam.

ON-4644-918-121019

Date of Examination:

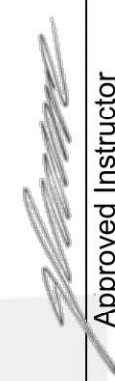
10-Dec-2019

Date of Expiration:

10-Dec-2020



William T. Cavness
Director



Approved Instructor

THE ASBESTOS INSTITUTE

20033 N. 19th Ave, Building 6, Phoenix, AZ 85027
602-864-6564 – www.theasbestosinstitute.com

This training meets all requirements for asbestos certification under Toxic Substance Control Act Title II.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

November 28, 2017

Pamela Walrath

1560 East Saratoga Court
Gilbert, AZ 85296

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Pamela Walrath:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Lead-based Paint Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart L, you are certified as an EPA **Risk Assessor in All EPA Administered States, Tribes, and Territories**. Your certificate is enclosed and serves as your proof of certification (Please note: EPA no longer issues individual identification cards for certified individuals).

This certification **expires on May 18, 2021 and is valid in All EPA Administered States, Tribes, and Territories**. However, if any State, Territory, or Indian Tribe obtains program authorization at any time during the term of your accreditation, your accreditation will no longer be valid in the newly authorized jurisdiction.

Your EPA individual certification is subject to the following:

- 1) Certification pertains only to the specific discipline, jurisdiction, and individual listed above that performs or offers to perform the associated lead-based paint activities within the scope of the discipline described in 40 CFR §745.223 and 40 CFR §745.227 pursuant to Section 402 of the Toxic Substances Control Act (TSCA)(15 U.S.C. 2682).
- 2) EPA certification does not mean that a State, Territory or Indian Tribe with its own certification program must accept or recognize an EPA certification. Individual States, Territories, and Indian Tribes, whether authorized or not, have the right to accept or reject any certification under their own authority. Please be aware that your EPA certification does not relieve you of any obligations that you may otherwise have to any authorized or unauthorized State, Territory, or Indian Tribe to obtain licensure or certification from that State or Indian Tribe under its statutory or regulatory requirements relating to lead-based paint activities.
- 3) The EPA may conduct audits and/or inspections to ensure continued compliance with its regulatory standards.

If you have questions or need assistance, please contact the Regional Lead Coordinator, Nancy Kain, of the EPA Region 9 staff at 415-947-4280 and refer to **Application ID number I555838**. Congratulations, and thank you for your interest in being certified to conduct lead-based paint services.

Sincerely,

Adrienne Priselac, Manager, Toxics Office
Land Division

Enclosures

United States Environmental Protection Agency

This is to certify that

Pamela C Walrath



has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 18, 2021

LBP-R-1102-1

Certification #

November 28, 2017

Issued On

Adrienne Prisela, Manager, Toxics Office

Land Division



**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.E. Sale of Real Property- 301 E. Centre Avenue, Buckeye, Arizona 85326
DATE PREPARED: 12/07/21	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	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 Sale of Real Property located at 301 East Centre Avenue, Buckeye, Arizona 85326, between the City of Buckeye, an Arizona municipal corporation, identified as the Seller, and Modus Development, LLC, identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for \$905,000; and authorizing the Mayor or City Manager to approve, execute and deliver any other transfer instruments or transaction documents required for closing escrow.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The Construction and Contracting Division issued IFB #2022018 for Sale of Real Property located at 301 E. Centre Avenue, Buckeye, Arizona 85326. The purchase of approximately 6.513 acres and identified as a portion of Maricopa County Assessor's tax parcel number 400-28-001B and legally described in the solicitation as Exhibit A, Legal Description of Property. On June 11, 2021 Integra Realty Resources performed a Market Value Appraisal at \$820,000.00 to include Area Map, Market Analysis and Zoning as described in Attachment A. The Construction and Contracting Division received one bid submittal from Modus Development, LLC, Ed Gorman in the amount of \$905,000.00 for the purchase of property and a \$50,000.00 cashiers' check payable to Pioneer Title Agency, Inc. as earnest money ("Earnest Money") for all purposes of this agreement pending Council approval. (In reference to Pg. 15, Article 15, Paragraph 15.1. Acceptance: Modus Development, LLC, Ed Gorman changed the date from December 01, 2021 to January 01, 2022.)

BENEFITS:

The Sale of Real Property located at 301 E. Centre Avenue, Buckeye, Arizona 85326 will financially benefit the City and provide utilization and development of the property by the new Owner.

FUTURE ACTION:

Provide executed Purchase Agreement, Bill of Sale and Special Warranty Deed and finalize sale with Modus Development, LLC, Ed Gorman, (Purchaser.)

FINANCIAL IMPACT STATEMENT:

The City of Buckeye (Seller) benefits from the Sale of Real Property located at 301 E. Centre Avenue, Buckeye, Arizona, 85326 and will receive \$905,000.00 as payment for the property.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

10001110-475502

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

ATTACHMENTS:

[IFB 2022018-Sale of Real Property.pdf](#)

[Attachment A. 301 E Centre Ave Appraisal Report.pdf](#)

[Modus Dev. submittal 2022018.pdf](#)



**INVITATION FOR BID
IFB: 2022018**

**SALE OF REAL PROPERTY
LOCATED AT 301 E. CENTRE AVENUE, BUCKEYE, ARIZONA**

CONTACT PERSON
Tammy Vogel
Purchasing Supervisor, Construction & Contracting
623.349.6175
Tvogel@buckeyeaz.gov

Date Issued:	September 20, 2021
Last Day for Questions:	October 14, 2021 @ 5:00 PM local time
Bid Due Date:	October 28, 2021 @ 11:00 AM local time

PLEASE NOTE: IF IFB DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
100	NOTICE TO INTERESTED PARTIES OF INTENT TO RECEIVE BIDS	2
200	INSTRUCTIONS TO BIDDERS.....	4
300	SCHEDULE OF EVENTS.....	5
400	REAL PROPERTY PURCHASE AGREEMENT	6

EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT A: APPRAISAL OF PROPERTY

SECTION 100

NOTICE TO INTERESTED PARTIES OF INTENT TO RECEIVE BIDS

Notice is hereby given that the City of Buckeye, an Arizona municipal corporation ("Owner"), is accepting bids for the purchase of approximately 6.513 acres of real property (the "Property") located at 301 East Centre Avenue, City of Buckeye, Maricopa County, Arizona and identified as a portion of Maricopa County Assessor's tax parcel number 400-28-001B, more particularly legally described on Exhibit A attached hereto and incorporated herein by this reference.

Sealed bids must be delivered to Owner's representatives at the address listed below. Each bid must be submitted in a sealed envelope with the bidders name and marked with the words "BID REFERENCE: SALE OF REAL PROPERTY".

A Bid Submission and Real Property Purchase Agreement form ("Agreement Form") is available from Owner at the address listed below, for the purpose of submitting bids for the purchase of the Property. All bids must be submitted on the Agreement Form. Bids not submitted on the Agreement Form or bids submitted on altered Agreement Forms will not be considered. All Agreement Forms should be submitted to:

Tammy Vogel
Purchasing Supervisor, Construction and Contracting
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
P: 623.349.6175
Email: Tvogel@buckeyeaz.gov

Bids must be received by 11:00 a.m., July October 28, 2021, to be considered.

Owner will assume no responsibility for late mail or other delivery failures. Any bid received after 11:00 a.m. on October 28, 2021 will be rejected and returned unopened.

THE SALE OF THE PROPERTY WILL BE ON AN "AS IS, WHERE IS" BASIS ONLY. Bidders are advised to make any inspections of and investigation into the condition of the Property, including any desired investigations as to the exact area of the Property, the status of title of the Property or the environmental condition of the Property prior to submitting the Agreement Form containing their bid to Owner. Title will be transferred by special warranty deed. Information concerning the Property, including a copy of the appraisal obtained by Owner with respect thereto, may be viewed upon request at the address listed above. OWNER MAKES NO WARRANTIES OR

REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION CONCERNING THE PROPERTY.

Bidders are also advised that the Agreement Form will include language requiring the successful purchaser of the Property to demolish the improvements located on the Property. A portion of said improvements encroaches on an adjoining parcel of property also owned by Owner. The Agreement Form will provide for a temporary construction easement over said adjoining parcel to permit the demolition of the encroaching improvements. The Agreement Form will require the successful purchaser to demolish the improvements located on the Property, which such demolition shall commence within six (6) months of transfer of title to the Property and shall be completed within twelve (12) months of transfer of title to the Property. The Agreement Form will also include appropriate remedies in favor of Owner in the event said purchaser fails to so demolish or otherwise remove said improvements within the required time frames set forth above.

OWNER WILL PAY NO BROKERAGE FEE IN CONNECTION WITH THE REAL PROPERTY SALE.

No bid less than \$820,000.00 will be considered. The successful bidder will be determined in Owner's sole and absolute discretion, on the basis of the most desirable bid received by Owner. Owner reserves the right to reject any and all bids, notwithstanding the fact that a bid at or above the minimum bid may be received. Earnest money in the amount of at least Fifty Thousand Dollars (\$50,000) must be given to Owner at the same time the Agreement Form is submitted to Owner in the form of a cashier's check or certified check payable to Pioneer Title Agency, Inc. Deposits will be returned to unsuccessful bidders within five (5) business days of the solicitation date. The deposit will be subject to forfeiture as provided in the Agreement Form if the successful bidder fails to consummate the purchase of the Property in accordance with and as required by the Agreement Form.

END OF SECTION

SECTION 200

INSTRUCTIONS TO BIDDERS

To be considered, the Bids must be made in accordance with Instructions cited in Section 100.

Bids shall be addressed to City of Buckeye, Tammy Vogel, and delivered in an enclosed sealed envelope, marked:

IFB #2022018: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE, BUCKEYE, ARIZONA

Bidder's Name _____

Bidder's Address _____

City shall receive bids as stated in Section 100 at:

**City of Buckeye
2nd Floor Reception Desk
530 East Monroe Avenue
Buckeye, Arizona 85326**

The Bids will be opened and read aloud in a virtual format. An email with a link to "Microsoft Teams" will be sent to all participants on the Plan Holders list three (3) days prior to the Bid Opening.

Late Bids will not be considered. It is the responsibility of the Bidder to insure that the Bid is received on time.

The Bidder is required to submit **ONE (1) ORIGINAL and ONE (1) Copy** of the completed Bid form in its entirety in a USB in .pdf format.

(a) **Bid Security.** The Bidder is required to submit with his Bid a certified or cashiers' check, upon a solvent bank payable to Pioneer Title Agency, Inc. This payment shall constitute the earnest money ("**Earnest Money**") for all purposes of this Agreement. No interest shall accrue or become payable on the Earnest Money payment. The Earnest Money shall be nonrefundable to Purchaser, except in the event of (i) Purchaser's disapproval of title and Seller's failure to correct the disapproved title matter(s) pursuant to Article 5 below or (ii) Seller default hereunder. Upon Seller's Acceptance (as defined below) the Earnest Money shall be released to Seller.

END OF SECTION

SECTION 300
SCHEDULE OF EVENTS FOR #2022018

Estimated Timeline for Schedule of Events:

DATES	DESCRIPTION OF ITEM	UPDATES
9/20/2021	IFB Issue Date	
9/22/2021	Posted on City of Buckeye website	
9/24/21	Advertisement start Date	
10/15/2021	Last Date for Questions (5:00 p.m.)	
10/28/2021	Bid Opening Date	
10/29/2021-11/4/21	Review Dates	
11/05/21	Notice of Intent	
11/05/21	Award Recommendation	
11/05/21	Non-Award Deposits send by mail to Offerors	
12/07/2021	Final City of Buckeye Council Approval	

SECTION 400

REAL PROPERTY PURCHASE AND OFFER AGREEMENT FORM

IFB No. #2022018

Project Name: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE,
BUCKEYE, ARIZONA

Date: Date and Time Here

Bid from: _____
(Name)

To: City of Buckeye

(PURCHASE AND OFFER FORM BELOW)

BID SUBMISSION AND REAL PROPERTY PURCHASE AGREEMENT

The undersigned, _____, as Purchaser, offers to purchase certain real estate from the City of Buckeye, Arizona, an Arizona municipal corporation, as Seller, upon the following terms and conditions:

Article 2

Property to be Sold

2.1. Property. The Property which is the subject of this offer consists of the following:

The real property described on Exhibit A attached hereto and incorporated herein by this reference and any and all buildings, structures, fixtures, facilities and other improvements situated on said real property (collectively, the "**Property**").

Article 3

Purchase Price

3.1. Price. The total purchase price of the Property shall be \$_____.

Article 4

Payment of Purchase Price

4.1. Payment. The purchase price of the Property shall be paid as follows:

(a) Earnest Money. \$50,000.00 has been delivered to Seller in the form of a cashier's or certified check payable to Pioneer Title Agency, Inc. upon the delivery of this offer by Purchaser. This payment shall constitute the earnest money ("**Earnest Money**") for all purposes of this Agreement. No interest shall accrue or become payable on the Earnest Money payment. The Earnest Money shall be nonrefundable to Purchaser, except in the event of (i) Purchaser's disapproval of title and Seller's failure to correct the disapproved title matter(s) pursuant to Article 5 below or (ii) Seller default hereunder. Upon Seller's Acceptance (as defined below) the Earnest Money shall be released to Seller.

(b) Balance. The balance of the purchase price, plus or minus proration's, shall be paid to Seller at closing by confirmed wire transfer.

Article 5

Conveyance of Property

5.1. Deed. The Property shall be conveyed by special warranty deed in the form attached as Exhibit B (the "**Deed**") upon the Close of Escrow.

Article 6

Escrow

6.1. Escrow. Upon Seller's acceptance of the offer set forth herein, as evidenced by Seller's execution hereof ("**Seller's Acceptance**"), Purchaser and Seller shall promptly open an escrow ("**Escrow**") for the purchase and sale of the Property by executing and depositing this Agreement with Pioneer Title Agency, Inc. ("**Escrow Holder**"). Escrow Holder shall notify Seller and Purchaser in writing of the date of opening of Escrow pursuant to this Section 5.1. In the event of any conflict or inconsistency between any provision of the escrow instructions and any provision of this Agreement or any other instrument or document executed or delivered pursuant to this Agreement, the provisions of this Agreement or such other instrument or document shall control over the escrow instructions. This Agreement shall not be deemed to contain any indemnity in favor of Escrow Holder or any rights to a brokerage commission that may be set forth in any standard escrow instructions.

Article 7

Title Insurance

7.1. Title Commitment. Purchaser shall at its expense order from First National Title Insurance Company ("**Title Company**") and deliver to Purchaser and Seller a commitment ("**Title Commitment**") to issue the Owner's Policy (as defined below), and copies of the documents evidencing the exceptions to title stated therein. The Title Commitment shall be delivered not less than thirty (30) days prior to the closing date, including any postponement thereof pursuant to any of the provisions hereof. Unless Purchaser gives written notice ("**Title Disapproval Notice**") that it disapproves the exceptions to title shown on the Title Commitment, stating the exceptions so disapproved, within fifteen (15) days of the date of delivery of the Title Commitment to Purchaser, Purchaser shall be conclusively deemed to have approved the exceptions listed in the Title Commitment. Seller shall have a fifteen (15) day period after its receipt of any Title Disapproval Notice within which to remove the disapproved exceptions set forth therein from title at no cost or expense to Purchaser (Seller having the right but not the obligation to do so), and the closing date shall be automatically extended, if necessary, to allow for such fifteen (15) day period.

7.2. Title Contingency. A condition precedent to Purchaser's obligation to purchase the Property shall be the willingness of Title Company to issue to Purchaser on the closing date an ALTA standard coverage owner's title insurance policy ("**Owner's Policy**"), in the amount of the purchase price, which Owner's Policy shall show title to the Property to be vested of record in the Purchaser, subject solely to the following exceptions: (a) the printed exceptions which appear in the standard form coverage owner's policy of title insurance issued by Title Company in the State of Arizona and (b) the exceptions approved or deemed approved by Purchaser pursuant to Section 6.1 above (and the willingness of Title Company to do so shall be conclusive evidence of the full satisfaction of such condition). Purchaser may obtain an extended coverage policy if it so desires, but the ability of Purchaser to obtain such extended coverage policy shall not be a condition of Purchaser's obligation to purchase the Property pursuant to this Agreement. Purchaser shall have the option to waive the condition precedent set forth in this Section 6.2 by written notice to Seller. In the event of such waiver, such condition shall be deemed satisfied.

Article 8
Damages and/or Condemnation

8.1. Casualty/Taking. Risk of damage or destruction of the Property by any casualty or by a partial taking or condemnation under the provisions of applicable eminent domain law is assumed by Seller until the closing of this transaction, unless the Purchaser takes possession of the Property prior thereto, in which case risk of such damage or destruction will pass to Purchaser at the time Purchaser takes possession of the Property.

Article 9
Closing and Possession

9.1. Closing. This transaction shall be closed upon a date to be designated by Seller. The date shall be not less than thirty (30) days nor more than sixty (60) days following Seller's Acceptance. If Seller fails to close for any reason, this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder, except that Purchaser's Earnest Money payment shall be refunded upon delivery to Seller of all executed copies of this Agreement previously delivered to Purchaser or its agents or representatives.

9.2. Delivery of Possession. Possession of the Property shall be delivered to Purchaser at closing.

9.3. Condition of Closing. The obligation of Seller under this Agreement to sell the Property is subject to (i) the approval of this Agreement by Seller's City Council and (ii) delivery into escrow by Purchaser of the purchase price and the closing costs.

9.4. Purchaser's Post-Closing Obligations. The Property is currently improved with an approximately 90,000 square foot industrial building ("**Building**"). Purchaser acknowledges and agrees that a portion of the Building encroaches upon an adjoining parcel of property owned by Seller (the "**Encroachment**"). As a condition to the sale of the Property to Purchaser, Seller requires that Purchaser agree to cause the Building to be demolished and the Encroachment to be removed within the time frames set forth herein. The required demolition must be commenced within six (6) months and completed within twelve (12) months of the Closing of the sale of the Property to Purchaser. At Closing, Seller shall execute and deliver to Purchaser a temporary construction easement over such portion of Seller's adjoining property as is reasonably necessary to permit Purchaser to remove the Encroachment from Seller's adjoining property. Purchaser hereby covenants and agrees to cause the Building to be demolished, at Purchaser's sole cost and expense, within the time frames set forth above. Buyer shall be responsible for obtaining all necessary permits for such demolition and shall cause the demolition to be conducted in compliance with all applicable laws. To secure Purchaser's obligations with respect to the Building under the provisions of this Section 8.4, Purchaser shall execute, have acknowledged and deliver to Seller for recordation in the Official Records of Maricopa County, Arizona on the Closing date a performance deed of trust which shall set forth in detail Purchaser's obligations with respect to the Property as set forth in this Section 8.4 (the "**Performance Deed of Trust**"). The Performance Deed of Trust shall be recorded against the Property immediately following the recordation of the Deed. The provisions of this Section 8.4 shall survive the Closing.

Article 10

Prorations

10.1. Adjustments. All items customarily prorated and adjusted in connection with the closing of the sale of property similar to the Property shall be prorated, adjusted and computed as of 11:59 p.m. of the day immediately preceding the closing date.

Article 11

Seller's Disclaimer

11.1. Disclaimer of Representations and Warranties by Seller. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING, (3) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (4) DRAINAGE, (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (6) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (7) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (8) USAGES OF ADJOINING PROPERTY, (9) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (10) THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (11) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, (12) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (13) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR IMPROVEMENTS, (14) THE POTENTIAL FOR DEVELOPMENT OF THE PROPERTY, (15) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY OR (16) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

FOR PURPOSES HEREOF "HAZARDOUS SUBSTANCES" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL, POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTIONS 9601 ET SEQ.), AS AMENDED ("CERCLA"), OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901

ET SEQ.), AS AMENDED, OR ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE TO THE PROPERTY, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBs), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

PURCHASER ACKNOWLEDGES THAT IT HAS OR WILL COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

Article 12

Purchaser's Agreements, Representations and Covenants

12.1. **Authorization.** If Purchaser is other than a natural person, Purchaser represents and warrants to Seller that the execution and delivery of this Agreement by Purchaser has been duly authorized, and that the Agreement creates legally enforceable obligations as to Purchaser in accordance with its respective terms.

12.2. **Resolutions.** If Purchaser is other than a natural person, at Seller's request before closing, Purchaser shall deliver to Seller certified copies of appropriate documents authorizing this transaction, in form reasonably acceptable to Seller and the title insurer.

12.3. **Assignment.** This Agreement, and/or any interest of Purchaser hereunder, may not be assigned in whole or in part without Seller's prior written consent, which may be granted or withheld in Seller's sole and absolute discretion.

12.4. **No Recordation.** This Agreement shall not be recorded in whole or in part, and any party doing so or causing same to be done shall be deemed to be in default of this Agreement for all purposes hereof.

Article 13
Purchaser's Waiver and Release

13.1. Purchaser's Waiver and Release. AS PART OF PURCHASER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 10.1 ABOVE ("**PROPERTY CONDITION**"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER CERCLA.

EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF THEIR OFFICERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH PURCHASER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 12.1, BUT NOT AS A LIMITATION THEREON, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISION OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 12.1. THE PROVISIONS OF THIS SECTION 12.1 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER WILL NOT PAY TO ANY BROKER RETAINED BY PURCHASER ANY BROKERAGE FEE ASSOCIATED WITH PURCHASER'S ACQUISITION OF THE PROPERTY AND PURCHASER HEREBY AGREES TO INDEMNIFY THE SELLER AND BE WHOLLY RESPONSIBLE FOR ANY CLAIM BY ANY OTHER PERSON OR ENTITY FOR ANY BROKERAGE FEE SOUGHT FROM SELLER IN CONNECTION WITH PURCHASER'S ACQUISITION OF THE PROPERTY.

Article 14
Miscellaneous

14.1. Entire Agreement. This instrument contains the entire Agreement between the parties. Neither Seller nor its agents has made any representation or promise with respect to, or affecting the Property or this Agreement not expressly contained herein.

14.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arizona without regard to conflicts of laws principles.

14.3. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14.4. Earnest Money. Seller shall hold the Earnest Money payment in accordance with the terms of this Agreement, but Purchaser's Earnest Money checks shall not be negotiated before the date of the approval referred to in Section 14.1.

14.5. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

14.6. Default; Specific Performance. If Seller defaults, Purchaser may terminate this Agreement and recover the Earnest Money and all other payments made on account of the purchase price. The preceding remedies shall be exclusive and in lieu of all other remedies provided by law, including, without limitation, the recovery of damages of any type.

If Purchaser defaults, Seller may enforce specific performance of this Agreement, or may terminate it and retain all of the Earnest Money as Seller's liquidated damages. Neither party shall then have any further right or claim against the other.

14.7. Notices. All notices, statements, requests, demands or other communications required under this Agreement shall be in writing, and shall be personally delivered, or sent by mail. Notice shall be effective (a) if personally delivered, when delivered, (b) if mailed, via 24-hour delivery, on the first business day after delivery thereof, or (c) if mailed, at midnight on the fourth business day after deposit in the mail with first-class postage pre-paid, certified mail, return receipt requested. Notices shall be addressed as follows:

If to Purchaser:

If to Seller:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: _____

Either party shall have the right to change the address at which notice shall be sent to it by giving written notice of such change of address to the other party in the same manner set forth for notices above.

14.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.10. No Third Party Beneficiary. No term or provision of this Agreement is intended to be for the benefit of any person not a party hereto and no such other person shall have any right or cause of action hereunder.

14.11. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees.

14.12. Construction. The terms and provisions of this Agreement represent the results of negotiations between Seller and Purchaser, each of which are financially sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Seller and Purchaser each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same. The parties agree that, regardless of which party provided the initial form of this Agreement, drafted or modified one or more provisions hereof, or compiled, printed or copied this Agreement, this Agreement shall be construed solely as an offer to purchase from Purchaser, executed by Purchaser and provided to Seller for acceptance on the terms set forth herein, which acceptance and the existence of a binding agreement between Purchaser and Seller shall be evidenced by the execution hereof by Seller.

14.13. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver

by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

14.14. Legal Representation. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question, it being expressly understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting thereof.

14.15. Relationship of Parties. The parties agree that their relationship is that of Seller and Purchaser, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other

14.16. Cancellation. Seller gives notice to Purchaser that A.R.S. § 38-511 provides that Seller may, within three years after its execution, cancel any contract without penalty or further obligation made by Seller if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In addition to the foregoing right to cancel a contract, Seller may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller from any other party to the contract arising as a result of the contract

Article 15

Acceptance by Seller

15.1. Acceptance. This offer to purchase shall be irrevocable until Seller accepts or rejects the same, or until _____, 2021, whichever comes first. Upon its acceptance by Seller, this offer shall constitute the agreement between the parties upon all of the terms and conditions contained herein. If Seller does not accept this offer by the above date, it shall be deemed rejected and the Earnest Money paid hereunder shall be returned to Purchaser.

Date of Offer: _____, 2021.

By _____

Its _____
[Purchaser)

Acceptance of Offer to Purchase

The foregoing offer to purchase is hereby accepted by the undersigned.

Date of Acceptance: _____, 2021

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By _____

Its _____

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 2021.

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description of Property

Lot 1, of MINOR LAND DIVISION MAP OF THE SOUTHWEST CORNER OF CENTRE AVENUE AND FOURTH STREET, according to the Map of record in Book 1548 of Maps, Page 20, Official Records of Maricopa County, Arizona.

ATTACHMENT A:
APPRAISAL OF PROPERTY

Appraisal of Real Property

Former Industrial Warehouse

City of Buckeye Owned Property
301 East Centre Avenue
Buckeye, Maricopa County, Arizona 85326

Prepared For:

City of Buckeye

Date of the Report:

June 11, 2021

Report Format:

Appraisal Report

IRR - Phoenix

File Number: 132-21-192



Subject Photographs



Former Industrial Warehouse
301 East Centre Avenue
Buckeye, Arizona

Aerial Photograph





June 11, 2021

David Roderique
Economic Development Director
City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

SUBJECT: Market Value Appraisal
 Former Industrial Warehouse
 301 East Centre Avenue
 Buckeye, Maricopa County, Arizona 85326
 IRR - Phoenix File No. 132-21-192

Dear Mr. Roderique:

Integra Realty Resources – Phoenix is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is, pertaining to the fee simple interest in the property.

The client for the assignment is City of Buckeye. The intended user of this report is the client. The intended use of the report is for property disposition purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a parcel of vacant land containing an area of 6.51 acres or 283,701 square feet. The property is zoned NMU, Neighborhood Mixed Use, which permits animal pet shop, retail; Art gallery or museum; Bar, lounge, or tavern; Bed and breakfast; Catering service; Community playfields and parks; Day care, commercial; Day care, residential; Dry cleaning and laundry service; Dwelling, duplex; Dwelling, multi-family; Financial institution; Fitness and recreational sports center; General retail; Medical office or clinic; Office, business or professional; Public safety facility; Restaurant; Social service facility; Utility facility, minor; Vehicle service and repair, minor; Veterinary clinic.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 29, 2021	\$820,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Phoenix



William M. Dominick
Arizona Certified General Real Estate
Appraiser #30129
Telephone: 602-648-4302
Email: wdominick@irr.com

Table of Contents

Quality Assurance	1	Analysis and Adjustment of Sales	48
Executive Summary	2	Market Value Conclusion – As Is	51
Identification of the Appraisal Problem	3	Reconciliation and Conclusion of Value	52
Subject Description	3	Exposure Time	52
Sale History	3	Marketing Time	52
Pending Transactions	3	Certification	53
Appraisal Purpose	4	Assumptions and Limiting Conditions	54
Value Type Definitions	4	Addenda	
Appraisal Premise Definitions	4	A. Appraiser Qualifications	
Property Rights Definitions	4	B. IRR Quality Assurance Survey	
Client and Intended User(s)	5	C. Definitions	
Intended Use	5	D. Demolition Estimates	
Applicable Requirements	5	E. Comparable Data	
Report Format	5		
Prior Services	5		
Appraiser Competency	5		
Scope of Work	6		
Economic Analysis	8		
Phoenix MSA Area Analysis	8		
Surrounding Area Analysis	13		
Multifamily Market Analysis	17		
Class B/C Multifamily Overview	18		
Comparable Property Analysis	27		
Property Analysis	30		
Land Description and Analysis	30		
Real Estate Taxes	40		
Highest and Best Use	42		
Valuation	44		
Valuation Methodology	44		
Sales Comparison Approach	45		

Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

An internal quality assurance assessment was conducted by an IRR Certified Reviewer prior to delivery of this appraisal report. This assessment should not be construed as an appraisal review as defined by USPAP.

Executive Summary

Property Name	Former Industrial Warehouse	
Address	301 East Centre Avenue Buckeye, Maricopa County, Arizona 85326	
Property Type	Land - Light Manufacturing	
Owner of Record	City of Buckeye	
Tax ID	400-28-001G	
Land Area	6.51 acres; 283,701 SF	
Zoning Designation	NMU, Neighborhood Mixed Use	
Highest and Best Use	Mixed use - predominantly residential	
Exposure Time; Marketing Period	6 to 12 months; 6 to 12 months	
Effective Date of the Appraisal	May 29, 2021	
Date of the Report	June 11, 2021	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	4	
Range of Sale Dates	Nov 20 to May 21	
Range of Prices per SF (Unadjusted)	\$4.90 - \$6.89	
Indicated Value Before Final Adjustment	\$1,517,800	(\$5.35/SF)
Final Adjustment (\$ Amount)	-\$700,000	
Description of Final Adjustment	Demolition of Existing Improvements, Entrepreneurial Reward	
Market Value Conclusion	\$820,000	(\$2.89/SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Buckeye may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a parcel of vacant land containing an area of 6.51 acres or 283,701 square feet. The property is zoned NMU, Neighborhood Mixed Use, which permits animal pet shop, retail; Art gallery or museum; Bar, lounge, or tavern; Bed and breakfast; Catering service; Community playfields and parks; Day care, commercial; Day care, residential; Dry cleaning and laundry service; Dwelling, duplex; Dwelling, multi-family; Financial institution; Fitness and recreational sports center; General retail; Medical office or clinic; Office, business or professional; Public safety facility; Restaurant; Social service facility; Utility facility, minor; Vehicle service and repair, minor; Veterinary clinic. A legal description of the property is provided within the recorded survey shown later in this report.

Property Identification

Property Name	Former Industrial Warehouse
Address	301 East Centre Avenue Buckeye, Arizona 85326
Tax ID	400-28-001G
Owner of Record	City of Buckeye

Sale History

The most recent closed sale of the subject is summarized as follows:

Sale Date	April 1, 1967
Seller	Buckeye Development Company, Inc.
Buyer	City of Buckeye
Sale Price	N/A
Recording Instrument Number	7481-276
Expenditures Since Purchase	N/A

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

Based on discussions with the appropriate contacts, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. However, the Client intends to put the property up for auction in the immediate future, pending completion of this appraisal.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, May 29, 2021

The date of the report is June 11, 2021. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is City of Buckeye. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for property disposition purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have previously appraised the property that is the subject of this report for another client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Tammy D. Vogel, Purchasing Supervisor, City of Buckeye.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
William M. Dominick	Exterior	May 29, 2021
William M. Dominick	Interior and exterior	April 4, 2020

The subject property is improved with a vacant industrial warehouse building. My inspection of the property in April 2020 included an interior inspection. I questioned the Client as follows: "I inspected the exterior of the property on Saturday afternoon. There does not appear to be any changes from

when I inspected it (exterior and interior) on April 4, 2020. I plan to use my interior photos from April 2020 in the updated appraisal report as I don't see a need for re-inspecting the interior, especially if the highest and best use is to demolish for redevelopment. Do you have any objections to that?" The Client's response was as follows: "There have been no changes at all. We are still anticipating that demo will occur by the new owner. Part of it must be demolished anyway, as the building is over the property line and our solicitation requires the purchaser to correct that situation. I'm confident any pictures you would take now would look identical to last year's pics."

Based on the conversation with the Client, no interior inspection of the property as of the current effective date was deemed necessary and as such, no interior inspection was conducted. The photographs contained in this report are a mixture of exterior photos taken on May 29, 2021 and interior photos taken on April 4, 2020.

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis. **(Note: The subject property is improved with a functionally obsolete structure that will be removed at the expense of the prospective buyer. I have been provided with three bids for demolition that range from \$557,000 to \$744,000. The market value as is will be derived by subtracting the cost to raze the improvements from the value of the underlying land, assuming it were vacant and available for immediate development.)**

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Economic Analysis

Phoenix MSA Area Analysis

The subject is located in the Phoenix-Mesa-Scottsdale, AZ Metropolitan Statistical Area, hereinafter called the Phoenix MSA, as defined by the U.S. Office of Management and Budget. The Phoenix MSA is 14,566 square miles in size and is the eleventh most populous metropolitan area in the nation.

Population

The Phoenix MSA has an estimated 2021 population of 5,081,979, which represents an average annual 1.8% increase over the 2010 census of 4,192,887. The Phoenix MSA added an average of 80,827 residents per year over the 2010-2021 period, and its annual growth rate exceeded the State of Arizona rate of 1.4%.

Looking forward, the Phoenix MSA's population is projected to increase at a 1.3% annual rate from 2021-2026, equivalent to the addition of an average of 70,266 residents per year. The Phoenix MSA's growth rate is expected to exceed that of Arizona, which is projected to be 1.2%.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2021 Estimate	2026 Projection	2010 - 2021	2021 - 2026
Maricopa County	3,817,117	4,599,590	4,910,576	1.7%	1.3%
Phoenix MSA	4,192,887	5,081,979	5,433,311	1.8%	1.3%
Arizona	6,392,017	7,438,466	7,888,700	1.4%	1.2%
USA	308,745,538	330,946,040	340,574,349	0.6%	0.6%

Source: Envionics Analytics

Employment

Total employment in the Phoenix MSA was estimated at 2,168,600 jobs at year-end 2019. Between year-end 2010 and 2020, employment rose by 439,800 jobs, equivalent to a 25.4% increase over the entire period. There were gains in employment in nine out of the past ten years, as the national economy expanded following the downturn of 2007-2009. The Phoenix MSA's rate of employment growth over the last decade surpassed that of Arizona, which experienced an increase in employment of 19.6% or 476,300 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Phoenix MSA unemployment rate has been consistently lower than that of Arizona, with an average unemployment rate of 6.2% in comparison to a 7.0% rate for Arizona. A lower unemployment rate is a positive indicator.

Recent data shows that the Phoenix MSA unemployment rate is 6.0% in comparison to a 6.4% rate for Arizona, a positive sign that is consistent with the fact that the Phoenix MSA has outperformed Arizona in the rate of job growth over the past two years.

Employment Trends

Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Phoenix MSA	% Change	Arizona	% Change	Phoenix MSA	Arizona
2010	1,728,800		2,429,900		9.6%	10.3%
2011	1,762,600	2.0%	2,467,700	1.6%	8.6%	9.4%
2012	1,818,300	3.2%	2,531,100	2.6%	7.4%	8.3%
2013	1,870,500	2.9%	2,592,200	2.4%	6.7%	7.8%
2014	1,919,400	2.6%	2,649,600	2.2%	5.9%	6.8%
2015	1,985,500	3.4%	2,718,000	2.6%	5.2%	6.1%
2016	2,037,800	2.6%	2,782,500	2.4%	4.6%	5.5%
2017	2,105,800	3.3%	2,857,200	2.7%	4.2%	5.0%
2018	2,175,900	3.3%	2,943,700	3.0%	4.1%	4.8%
2019	2,255,700	3.7%	3,034,200	3.1%	4.1%	4.9%
2020	2,168,600	-3.9%	2,906,200	-4.2%	7.3%	7.9%
Overall Change 2010-2020	439,800	25.4%	476,300	19.6%		
Avg Unemp. Rate 2010-2020					6.2%	7.0%
Unemployment Rate - April 2021					6.0%	6.4%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Major employers in the Phoenix MSA are shown in the following table.

Major Employers - Phoenix MSA

	Name	Number of Employees
1	Banner Health	26,460
2	State of Arizona	23,950
3	Frys Food Stores	14,830
4	Walmart	14,470
5	Wells Fargo	13,850
6	Maricopa County	13,430
7	City of Phoenix	12,060
8	Intel Corporation	10,290
9	JPMorgan Chase Bank National Association	10,070
10	Arizona State University	9,770

Source: Arizona COG/MPO Employer Database

Gross Domestic Product

The Phoenix MSA is the 16th largest metropolitan area economy in the nation based on Gross Domestic Product (GDP).

Economic growth, as measured by annual changes in GDP, has been somewhat higher in the Phoenix MSA than Arizona overall during the past eight years. The Phoenix MSA has grown at a 3.0% average annual rate while Arizona has grown at a 2.7% rate.

The Phoenix MSA has a per capita GDP of \$47,992, which is 9% greater than Arizona's GDP of \$44,161. This means that Phoenix MSA industries and employers are adding relatively more value to the economy than their counterparts in Arizona.

Gross Domestic Product

Year	(\$,000s) Phoenix MSA	% Change	(\$,000s) Arizona	% Change
2012	192,596,109		268,068,200	
2013	194,098,740	0.8%	269,967,400	0.7%
2014	198,201,063	2.1%	274,112,900	1.5%
2015	205,614,494	3.7%	281,935,600	2.9%
2016	212,664,524	3.4%	291,259,600	3.3%
2017	220,056,085	3.5%	302,117,800	3.7%
2018	229,977,451	4.5%	314,016,100	3.9%
2019	237,472,532	3.3%	323,597,600	3.1%
Compound % Chg (2012-2019)		3.0%		2.7%
GDP Per Capita 2019	\$47,992		\$44,161	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2019. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2012 dollars.

Income, Education and Age

The Phoenix MSA has a higher level of household income than Arizona. Median household income for the Phoenix MSA is \$70,672, which is 9.6% greater than the corresponding figure for Arizona.

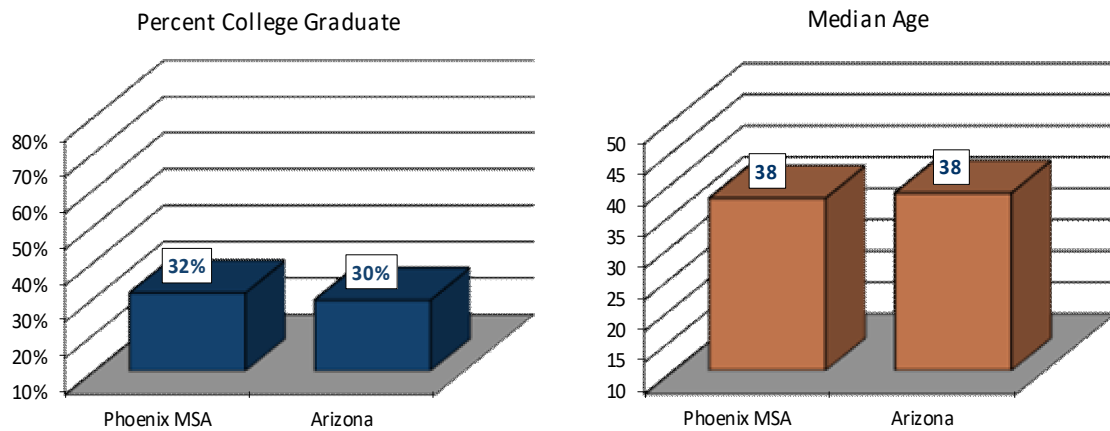
Median Household Income - 2021

	Median
Phoenix MSA	\$70,672
Arizona	\$64,460
Comparison of Phoenix MSA to Arizona	+ 9.6%

Source: Environics Analytics

Residents of the Phoenix MSA have a slightly higher level of educational attainment than those of Arizona. An estimated 32% of Phoenix MSA residents are college graduates with four-year degrees, versus 30% of Arizona residents. People in the Phoenix MSA are similar in age to their Arizona counterparts. The median age of both the Phoenix MSA and Arizona is 38 years.

Education & Age - 2021

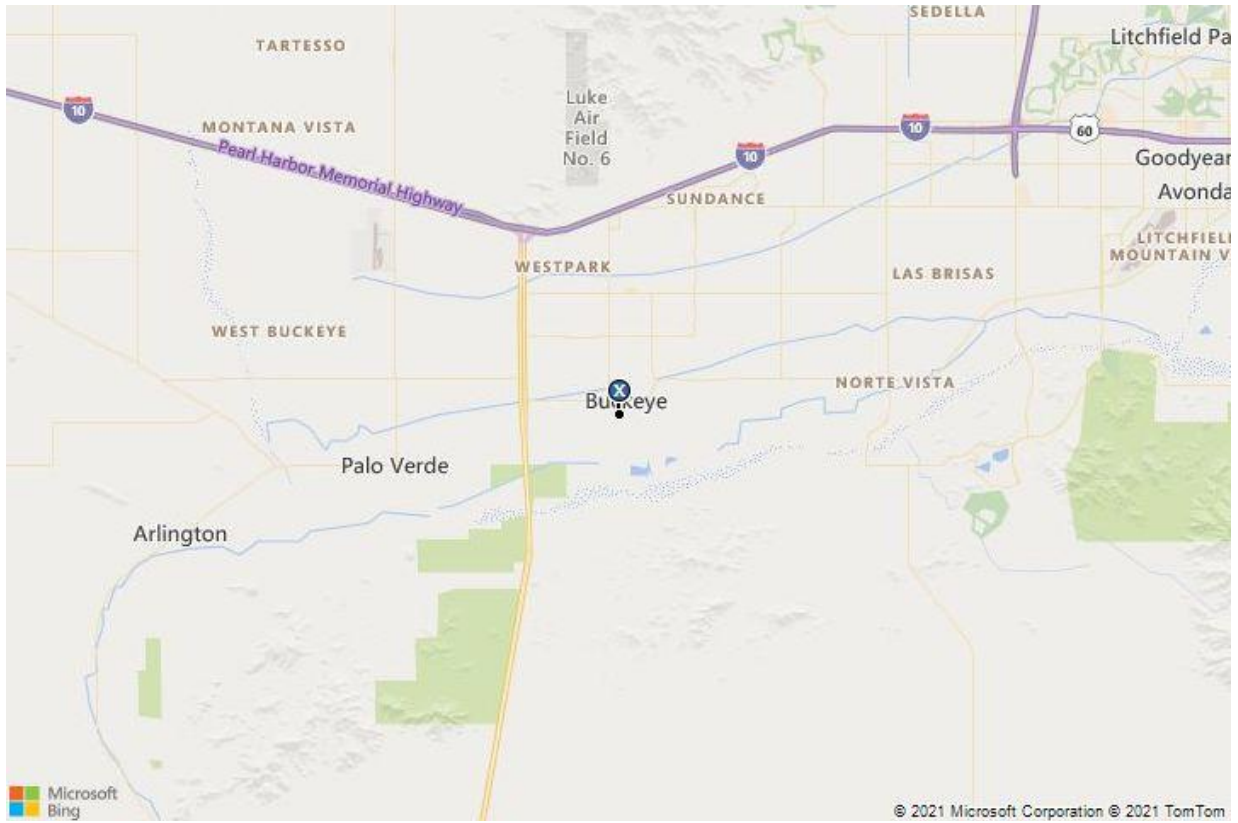


Source: Environics Analytics

Conclusion

The Phoenix MSA economy will benefit from a growing population base and higher income and education levels. The Phoenix MSA experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than Arizona over the past decade. Moreover, the Phoenix MSA exhibits both a higher rate of GDP growth and a higher level of GDP per capita than Arizona overall. We anticipate that the Phoenix MSA economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

Location

The subject is located in the downtown area of the City of Buckeye. The neighborhood boundaries area defined as follows:

Boundaries & Delineation			
Boundaries			
Market Area	Phoenix, AZ		
Submarket	W Phx/SW Valley		
Area Type	Suburban		
Delineation			
North	Southern Avenue		
South	Hazen Road		
East	Watson Road		
West	AZ Highway 85		
Access & Linkages			
Vehicular Access			
Major Highways	AZ Highway 85; Interstate 10		
Primary Corridors	Downtown Buckeye		
Vehicular Access Rating	Average		
Public Transit			
Providers	Valley Metro		
Transit Access Rating	Average		
Airport(s)			
Distance	43 miles		
Driving Time	43 minutes		
Primary Transportation Mode	Automobile		
Public Services			
Service	Name/Station	Distance (Miles)	Direction
Police Department	Buckeye Police	1.3	Northeast
Fire Department	Buckeye Fire Station 701	0.1	West
Hospital	Abrazo Buckeye Emergency Center	7.1	Northeast
Elementary School	Buckeye Elementary	0.6	East
Middle/Junior High School	N/A	N/A	N/A
High School	Buckeye Union High School	1.6	Northeast

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics						
2021 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Phoenix MSA	Arizona	USA
Population 2010	4,692	15,612	24,235	4,192,887	6,392,017	308,745,538
Population 2021	5,712	22,367	34,322	5,081,979	7,438,466	330,946,040
Population 2026	6,160	24,266	37,304	5,433,311	7,888,700	340,574,349
Compound % Change 2010-2021	1.8%	3.3%	3.2%	1.8%	1.4%	0.6%
Compound % Change 2021-2026	1.5%	1.6%	1.7%	1.3%	1.2%	0.6%
Households 2010	1,519	4,817	7,466	1,537,173	2,380,990	116,716,292
Households 2021	1,831	6,815	10,440	1,862,569	2,772,766	125,732,798
Households 2026	1,969	7,380	11,308	1,995,220	2,946,790	129,596,282
Compound % Change 2010-2021	1.7%	3.2%	3.1%	1.8%	1.4%	0.7%
Compound % Change 2021-2026	1.5%	1.6%	1.6%	1.4%	1.2%	0.6%
Median Household Income 2021	\$52,687	\$60,941	\$65,058	\$70,672	\$64,460	\$67,086
Average Household Size	3.1	3.3	3.3	5.4	5.2	2.6
College Graduate %	7%	12%	14%	32%	30%	32%
Median Age	31	31	31	38	38	39
Owner Occupied %	52%	70%	73%	66%	66%	65%
Renter Occupied %	48%	30%	27%	34%	34%	35%
Median Owner Occ. Housing Value	\$179,188	\$202,266	\$218,645	\$301,197	\$270,026	\$250,250
Median Year Structure Built	1993	2004	2005	1994	1992	1979
Average Travel Time to Work in Mins.	30	32	33	58	56	29

Source: Environics Analytics

As shown above, the current population within a 3-mile radius of the subject is 22,367, and the average household size is 3.3. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the Phoenix MSA overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is \$60,941, which is lower than the household income for the Phoenix MSA. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of the Phoenix MSA, while median owner occupied home values are considerably lower.

Surrounding Area Land Uses

Character of Area	Suburban
Predominant Age of Improvements (Years)	50+
Predominant Quality and Condition	Below Average
Approximate Percent Developed	50%
Land Use Allocation	
Single-Family	25%
Multifamily	5%
Retail	10%
Office	5%
Industrial	5%
Vacant Land	50%
Infrastructure and Planning	Average
Predominant Location of Undeveloped	Perimeter of Neighborhood
Prevailing Direction of Growth	Indiscriminate

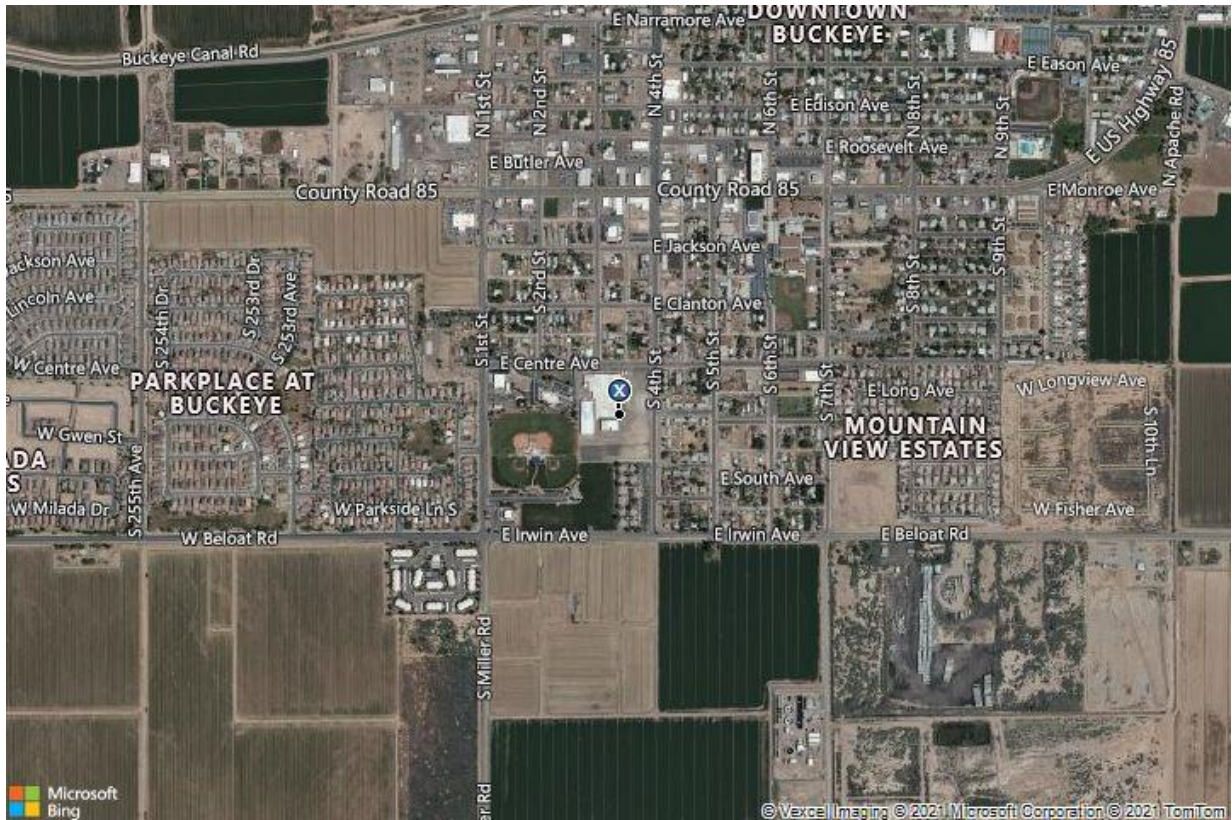
Immediate Surroundings

North	Older single family residences
South	Buckeye Senior Apartments & Earl Edgar Recreational Facility
East	Older single family residences
West	Buckeye Senior Center; Fire Department Station 701; Earl Edgar Recreation Park

Surrounding Area Ratings

Highway Access	Good
Demand Generators	Average
Convenience to Support Services	Average
Convenience to Public Transit	Average
Employment Stability	Average
Neighborhood Amenities	Good
Police and Fire Protection	Good
Barriers to Competitive Entry	Average
Price/Value Trends	Good
Property Compatibility	Poor

Surrounding Area Map



Multifamily Market Analysis

Metro Area Overview

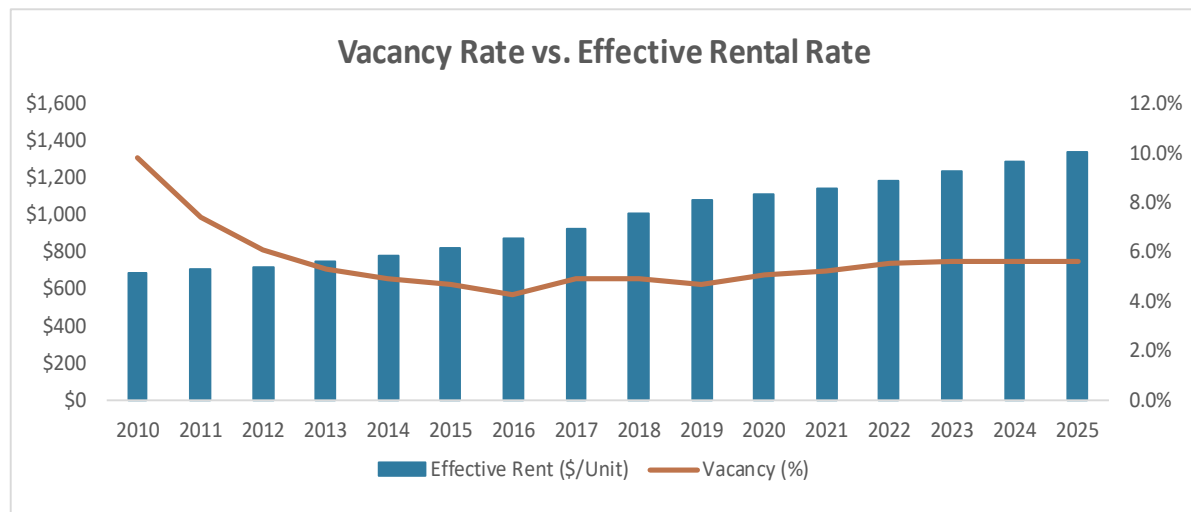
The subject is located in the Phoenix metro area as defined by REIS. Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the ensuing table.

Phoenix Multifamily Market Trends and Forecasts

Year	Inventory (Units)	Occupied (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Effective Rent (\$/Unit)	Effective Rental Rate (% Change)	Gross Revenue (\$/Unit)
2010	259,656	234,249	25,407	9.8%	2,655	8,959	\$687	0.7%	\$678
2011	259,442	240,317	19,125	7.4%	22	6,068	\$702	2.2%	\$709
2012	260,130	244,295	15,835	6.1%	726	3,978	\$720	2.5%	\$732
2013	262,365	248,400	13,965	5.3%	2,235	4,105	\$745	3.5%	\$762
2014	266,714	253,617	13,097	4.9%	4,349	5,217	\$776	4.1%	\$796
2015	272,180	259,279	12,901	4.7%	5,466	5,662	\$823	6.1%	\$846
2016	278,149	266,113	12,036	4.3%	6,795	6,834	\$873	6.1%	\$899
2017	283,985	270,087	13,898	4.9%	5,836	3,974	\$920	5.5%	\$930
2018	293,762	279,324	14,438	4.9%	9,777	9,237	\$1,006	9.3%	\$1,011
2019	301,879	287,718	14,161	4.7%	8,117	8,394	\$1,078	7.2%	\$1,087
2020	309,436	293,738	15,698	5.1%	7,557	6,020	\$1,107	2.6%	\$1,113
Q1 2021	310,395	294,754	15,641	5.0%	959	1,016	\$1,118	1.0%	\$1,123
2021	316,795	300,218	16,577	5.2%	7,291	6,480	\$1,140	3.0%	\$1,151
2022	323,629	305,800	17,829	5.5%	6,834	5,582	\$1,188	4.2%	\$1,201
2023	327,420	309,040	18,380	5.6%	3,791	3,240	\$1,235	4.0%	\$1,251
2024	330,689	312,116	18,573	5.6%	3,269	3,076	\$1,284	4.0%	\$1,302
2025	334,712	315,866	18,846	5.6%	4,023	3,750	\$1,335	4.0%	\$1,356
2010 - 2020 Average	277,063	261,558	15,506	5.6%	4,867	6,223	\$858	4.5%	\$869

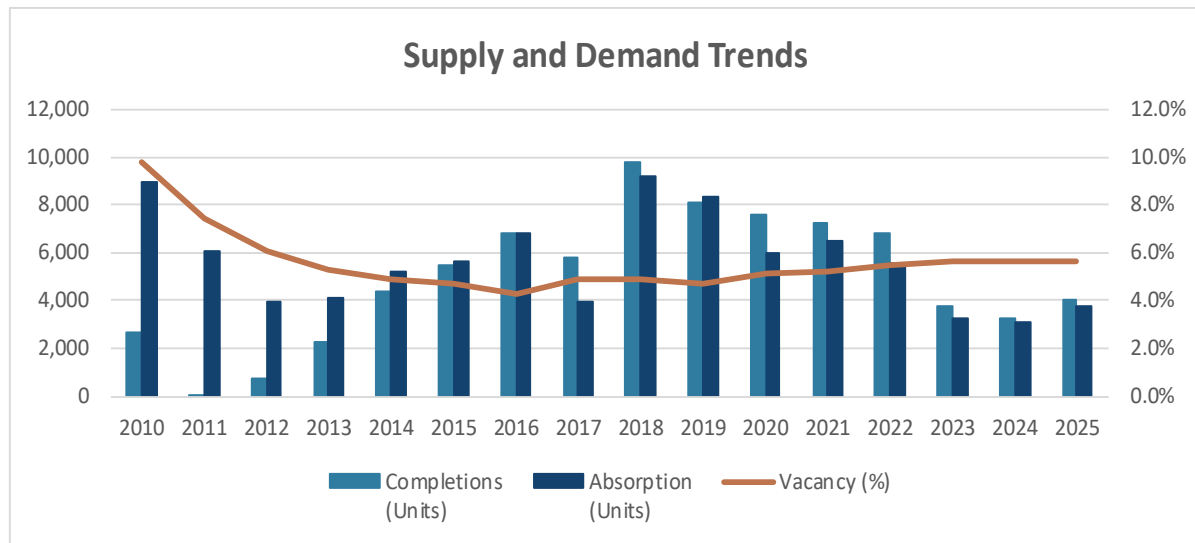
Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.

Phoenix Metro Trends and Forecasts



Source: Moody's Analytics REIS

- The current vacancy rate in the metro area is 5.0%; the vacancy rate has increased by 30 bps from 2015.
- Four-year forecasts project a vacancy rate of 5.6% for the metro area, representing an increase of 60 bps by year-end 2025.
- Effective rent averages \$1,118/unit in the metro area; future rent values are expected to increase by 19.4% to \$1,335/unit by year-end 2025.



Source: Moody's Analytics REIS

- The inventory in the metro area has increased by 14.0% from 2015, while the occupied stock has increased by 13.7%.
- Between 2015 and 2020, completions averaged 7,258 units annually and reached a peak of 9,777 units in 2018.
- Between 2015 and 2020, absorption figures reached a peak of 9,237 units in 2018 and a low of 3,974 units in 2017.

Class B/C Multifamily Overview

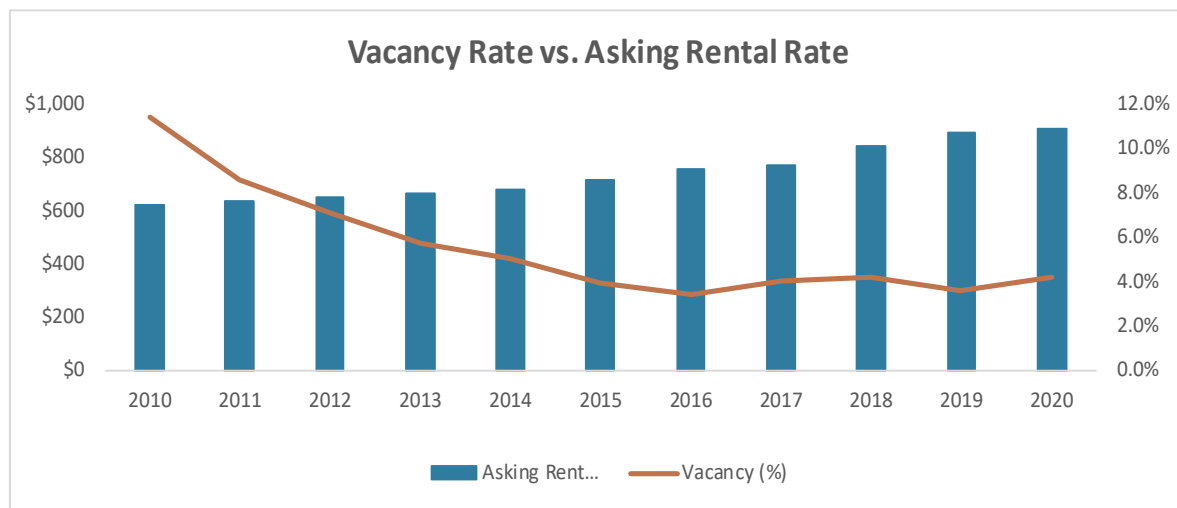
The subject is a Class C property as defined by REIS. Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for all Class B/C space in the Phoenix metro area are presented in the following table.

Phoenix Multifamily Class B/C Market Trends

Year	Inventory (Units)	Occupancy (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Asking Rent (\$/Unit)	Asking Rental Rate (% Change)	Gross Revenue (\$/Unit)
2010	137,942	122,170	15,772	11.4%	0	1,998	\$623	-1.6%	\$552
2011	137,706	125,831	11,875	8.6%	0	3,661	\$632	1.4%	\$578
2012	137,738	128,025	9,713	7.1%	70	2,194	\$647	2.4%	\$601
2013	137,738	129,908	7,830	5.7%	0	1,883	\$663	2.5%	\$625
2014	137,900	131,026	6,874	5.0%	162	1,118	\$679	2.4%	\$645
2015	138,268	132,826	5,442	3.9%	368	1,800	\$713	5.0%	\$685
2016	137,575	132,952	4,623	3.4%	133	126	\$754	5.8%	\$729
2017	137,690	132,233	5,457	4.0%	115	-719	\$771	2.3%	\$740
2018	140,009	134,184	5,825	4.2%	2,319	1,951	\$843	9.3%	\$808
2019	140,009	134,997	5,012	3.6%	0	813	\$889	5.5%	\$857
2020	140,235	134,388	5,847	4.2%	226	-609	\$907	2.0%	\$869
2021 Q1	140,235	134,399	5,836	4.2%	0	11	\$910	0.3%	\$872
2010 - 2020 Average	138,437	130,776	7,661	5.6%	308	1,292	\$738	3.4%	\$699

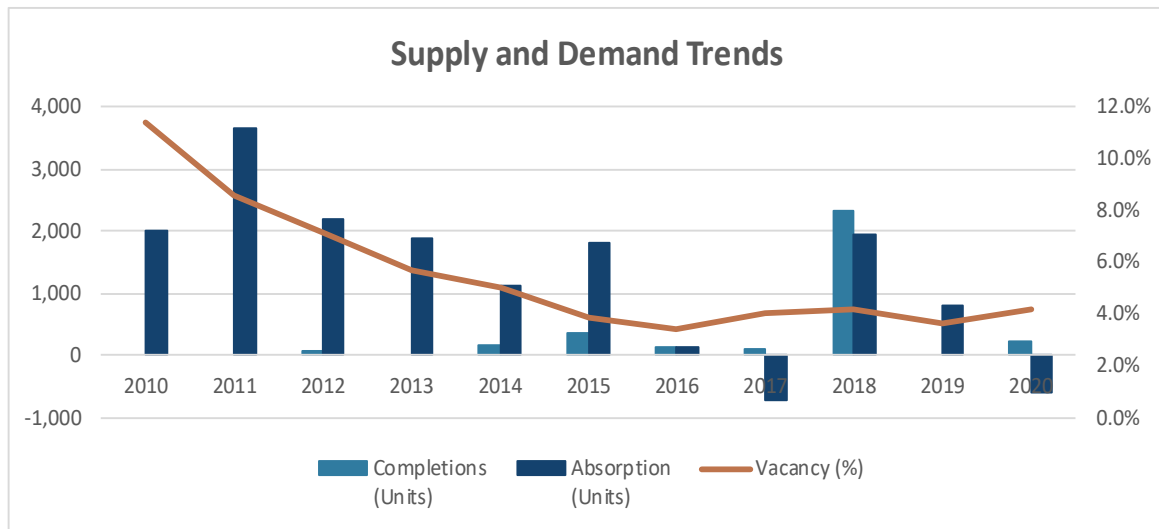
Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.

Class B/C Multifamily Trends and Insights



Source: Moody's Analytics REIS

- The current vacancy rate for Class B/C properties in the metro area is 4.2%; the vacancy rate has increased by 30 bps from 2015.
- Asking rent currently averages \$910/unit and has increased by 27.6% from 2015.



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- Class B/C metro area inventory has increased by 1.4% from 2015, while the occupied stock has increased by 1.2%.
- Between 2015 and 2020, completions have averaged 527 units annually and reached a peak of 2,319 units in 2018.
- Between 2015 and 2020, absorption figures reached a peak of 1,951 units in 2018 and a low of -719 units in 2017.
- Between 2015 and 2020, gross revenue for Class B/C properties in the metro area averaged \$781/unit and has increased by 26.9%.

Submarket Overview

The subject is located in the Goodyear/Avondale/Tolleson submarket. In order to evaluate the market appeal of the subject's submarket in comparison to others in the Phoenix metro area, we compare key supply and demand indicators for all classes of space in the following table.

Phoenix Multifamily Submarket Comparison

Submarket	Inventory (Buildings)	Inventory (Units)	Asking Rent (\$/Unit)	Vacancy (%)	Free Rent (mos)	Expenses %
Central Phoenix North	230	23,837	\$909	5.0%	0.81	39.8%
Central Phoenix South	181	22,026	\$1,188	7.1%	0.85	38.6%
Chandler/Gilbert	116	27,648	\$1,424	5.8%	0.76	38.3%
Deer Valley	80	21,345	\$979	3.3%	0.38	37.7%
East Mesa	67	12,608	\$1,270	5.1%	0.75	37.9%
Glendale South	88	11,903	\$960	3.8%	0.50	37.7%
Goodyear/Avondale/Tolleson	68	11,332	\$1,286	3.7%	0.61	38.0%
Maryvale	36	9,780	\$891	2.3%	0.26	37.4%
Northeast Phoenix	163	17,668	\$1,107	6.8%	0.75	40.5%
North Scottsdale/Fountain Hills	93	25,239	\$1,570	7.0%	0.78	37.7%
North Tempe	155	22,827	\$1,333	6.4%	0.85	39.3%
Paradise Valley	42	6,803	\$1,028	3.8%	0.55	37.9%
Peoria/Sun City/Surprise	99	20,712	\$1,115	5.7%	0.46	37.9%
South Mesa	84	16,275	\$1,013	3.4%	0.55	37.9%
South Scottsdale	77	13,158	\$1,482	5.2%	0.65	40.1%
South Tempe/Ahwatukee	94	23,386	\$1,329	4.4%	0.74	37.6%
Sunnyslope	109	16,369	\$909	2.8%	0.34	37.8%
West Mesa	65	7,479	\$901	3.2%	0.47	38.4%
Market Averages/Totals	1,847	310,395	\$1,150	5.0%	0.61	38.4%

Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.

Goodyear/Avondale/Tolleson Submarket Comparison

- The submarket contains 3.7% of the metro building inventory and 3.7% of the metro unit inventory.
- The submarket's asking rent is \$1,286/unit, which is greater than the metro average of \$1,150/unit.
- The submarket's vacancy rate is 3.7%, which is less than the metro average of 5.0%.
- Operating expenses, as a percentage of potential rent revenue, average 38.0% in the submarket compared to 38.4% for the overall metro area.
- Average free rent in the subject property's submarket (0.61 months) is less than the free rent for the metro area (0.61 months).

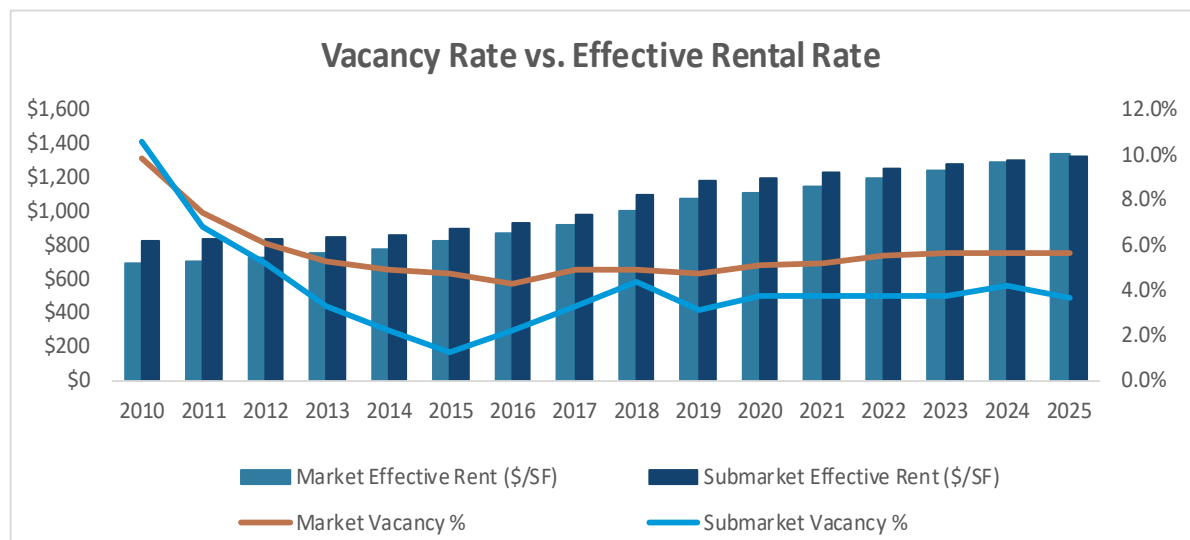
Goodyear/Avondale/Tolleson Submarket Trends and Forecasts

Supply and demand indicators for all classes of space in the Goodyear/Avondale/Tolleson submarket are displayed in the following table.

Goodyear/Avondale/Tolleson Multifamily Submarket Trends and Forecasts

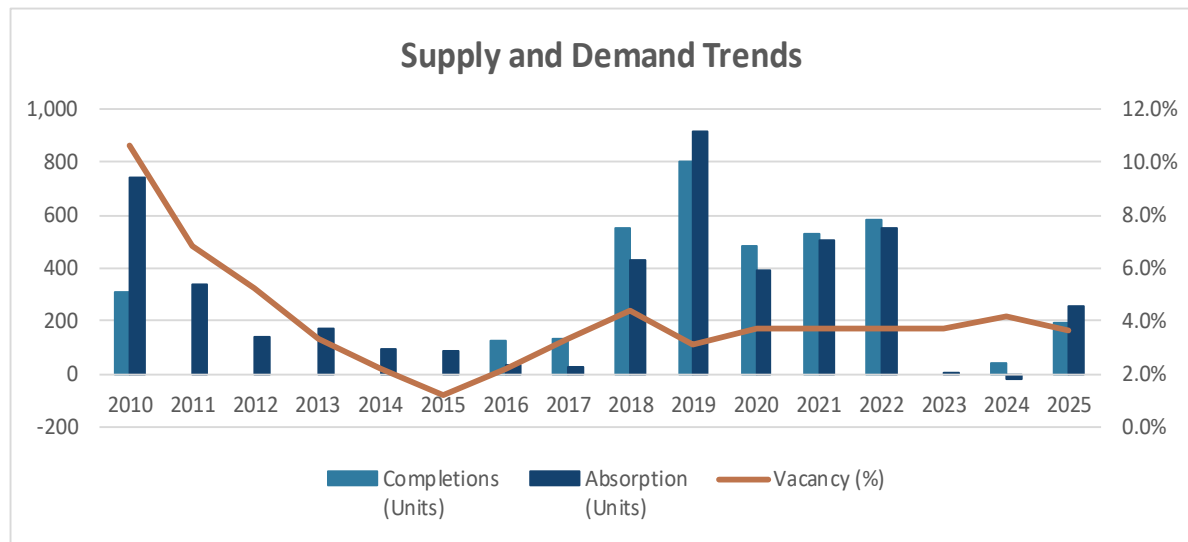
Year	Inventory (Units)	Occupancy (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Effective Rent (\$/Unit)	Effective Rental Rate (% Change)	Gross Revenue (\$/Unit)
2010	8,953	8,004	949	10.6%	311	745	\$822	2.8%	\$811
2011	8,953	8,344	609	6.8%	0	340	\$835	1.6%	\$857
2012	8,953	8,487	466	5.2%	0	143	\$833	-0.3%	\$861
2013	8,953	8,658	295	3.3%	0	171	\$848	1.8%	\$892
2014	8,953	8,756	197	2.2%	0	98	\$860	1.5%	\$913
2015	8,953	8,846	107	1.2%	0	90	\$891	3.5%	\$951
2016	9,077	8,877	200	2.2%	124	31	\$933	4.8%	\$987
2017	9,209	8,901	308	3.3%	132	24	\$973	4.2%	\$1,002
2018	9,763	9,330	433	4.4%	554	429	\$1,092	12.3%	\$1,071
2019	10,567	10,245	322	3.1%	804	915	\$1,175	7.6%	\$1,193
2020	11,046	10,640	406	3.7%	479	395	\$1,195	1.7%	\$1,212
2021 Q1	11,332	10,913	419	3.7%	286	273	\$1,221	2.2%	\$1,238
2021	11,575	11,147	428	3.7%	529	507	\$1,230	3.0%	\$1,258
2022	12,156	11,700	456	3.7%	581	553	\$1,253	1.8%	\$1,286
2023	12,156	11,707	449	3.7%	0	7	\$1,276	1.9%	\$1,313
2024	12,197	11,685	512	4.2%	41	-22	\$1,301	1.9%	\$1,331
2025	12,393	11,941	452	3.6%	196	256	\$1,330	2.2%	\$1,369
2010 - 2020 Average	9,398	9,008	390	4.2%	219	307	\$951	3.8%	\$977

Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.



Source: Moody's Analytics REIS

- The current vacancy rate in the submarket is 3.7%; the vacancy rate has increased by 250 bps from 2015.
- Four-year forecasts project a vacancy rate of 3.6% for the submarket, representing a decrease of 10 bps by year-end 2025.
- Effective rent averages \$1,221/unit in the submarket; future rent values are expected to increase by 8.9% to \$1,330/unit by year-end 2025.



Source: Moody's Analytics REIS

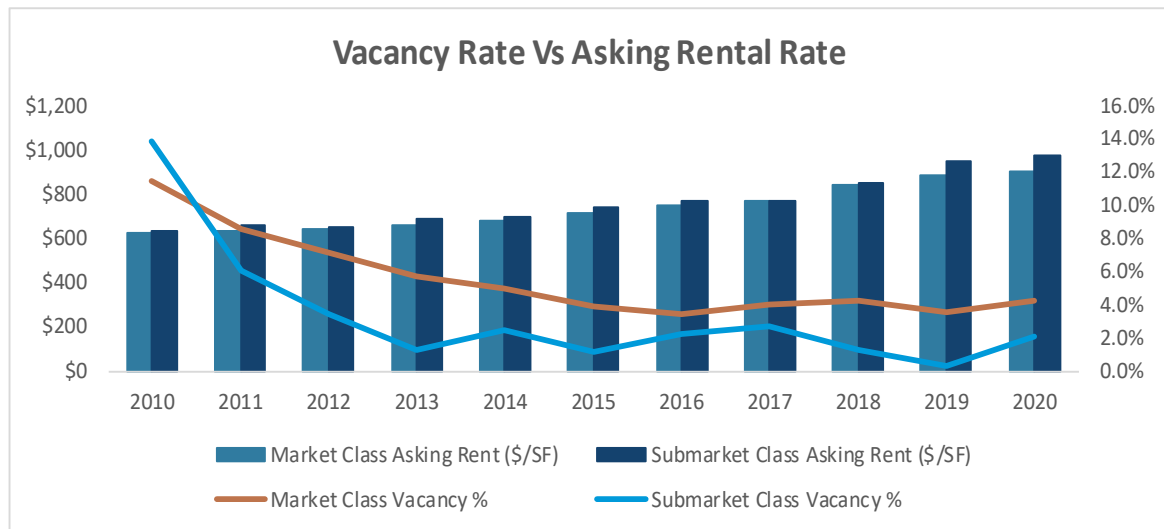
- Current inventory level of 11,332 units is expected to increase by 9.4% through year-end 2025.
- The inventory in the submarket has increased by 26.6% from 2015, while the occupied stock has increased by 23.4%.
- Between 2015 and 2020, completions averaged 349 units annually and reached a peak of 804 units in 2019.
- Between 2015 and 2020, absorption figures reached a peak of 915 units in 2019 and a low of 24 units in 2017.

Class B/C Goodyear/Avondale/Tolleson Submarket Trends and Insights

Supply and demand indicators, including inventory levels, absorption, vacancy, and rental rates for Class B/C space in the submarket are presented in the following table.

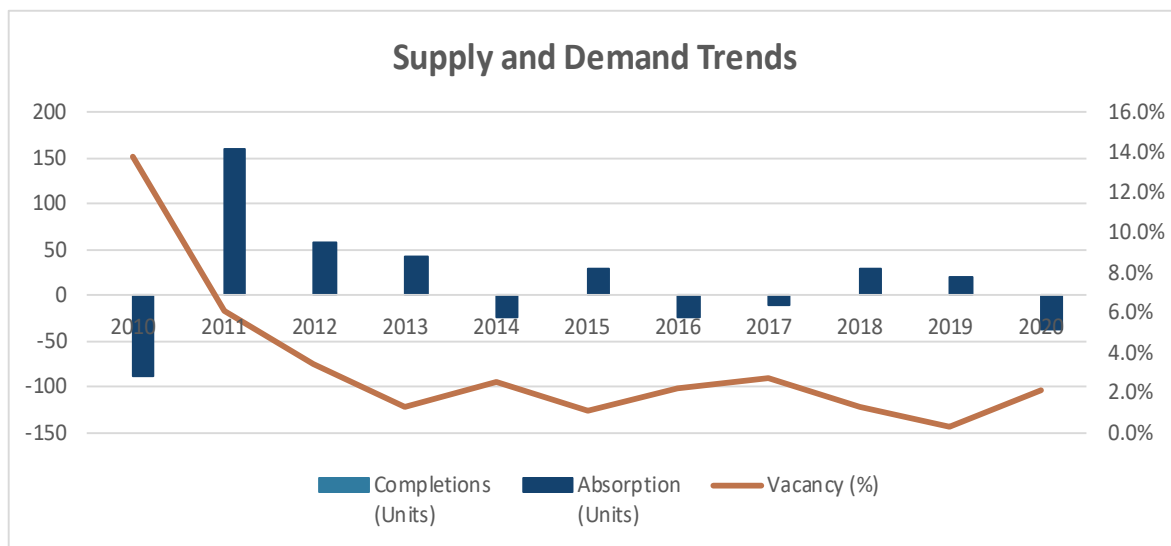
Goodyear/Avondale/Tolleson Multifamily Class B/C Submarket Trends									
Year	Inventory (Units)	Occupancy (Units)	Vacancy (Units)	Vacancy (%)	Completions (Units)	Absorption (Units)	Asking Rent (\$/Unit)	Asking Rental	
								Rate (%)	Gross Revenue (\$/Unit)
2010	2,073	1,786	287	13.8%	0	-88	\$634	-0.80%	\$546
2011	2,073	1,946	127	6.1%	0	160	\$659	3.90%	\$619
2012	2,073	2,003	70	3.4%	0	57	\$652	-1.10%	\$630
2013	2,073	2,046	27	1.3%	0	43	\$690	5.80%	\$681
2014	2,073	2,021	52	2.5%	0	-25	\$701	1.60%	\$683
2015	2,073	2,050	23	1.1%	0	29	\$740	5.60%	\$732
2016	2,073	2,027	46	2.2%	0	-23	\$768	3.80%	\$751
2017	2,073	2,017	56	2.7%	0	-10	\$768	0.00%	\$747
2018	2,073	2,046	27	1.3%	0	29	\$846	10.20%	\$835
2019	2,073	2,067	6	0.3%	0	21	\$948	12.10%	\$945
2020	2,073	2,030	43	2.1%	0	-37	\$978	3.20%	\$958
Q1 2021	2,073	2,032	41	2.0%	0	2	\$984	0.60%	\$965
2010 - 2020 Average	2,073	2,004	69	3.3%	0	14	\$762	4.03%	\$739

Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.



Source: Moody's Analytics REIS

- The current vacancy for Class B/C properties in the submarket area is 2.0%; the vacancy rate has increased by 90 bps from 2015.
- Asking rent currently averages \$984/unit and has increased by 33.0% from 2015.



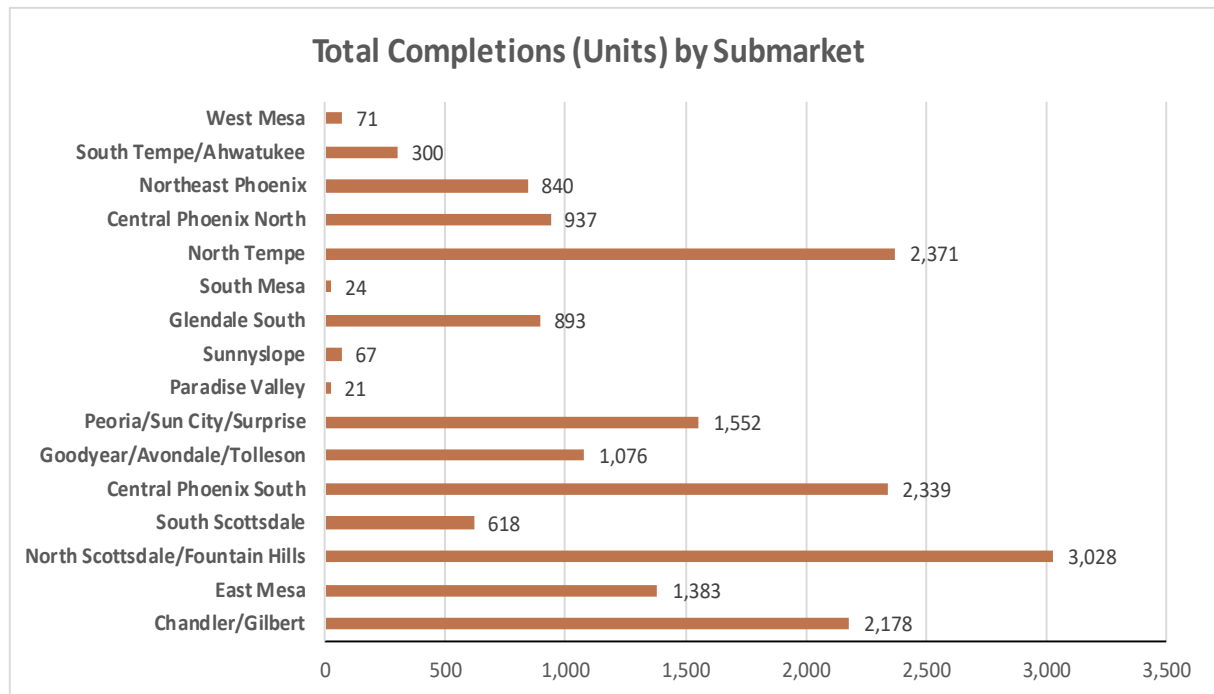
Source: ©Reis Services, LLC 2021. Reprinted with the permission of Reis Services, LLC. All rights reserved.

- Class B/C submarket inventory has remained constant from 2015, while the occupied stock has decreased by 0.9%.
- There have not been any Class B/C completions in the submarket between 2015 and 2020.

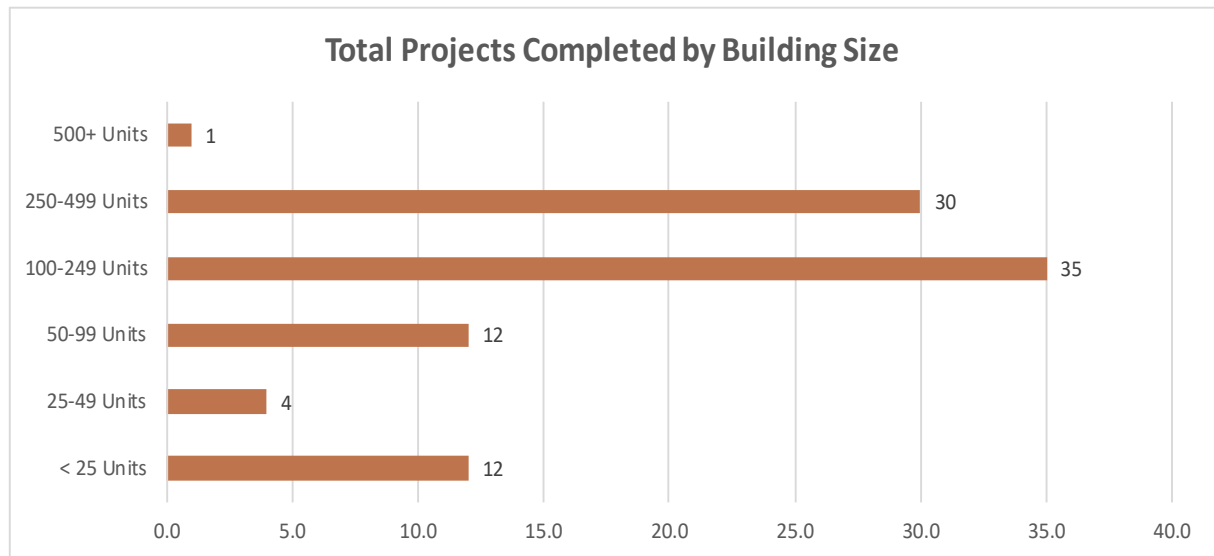
- Between 2015 and 2020, absorption figures reached a peak of 29 units in 2015 and a low of - 37 units in 2020.
- Between 2015 and 2020, gross revenue for Class B/C properties in the submarket area averaged \$828/unit and increased by 30.9%.

New and Proposed Construction

The following charts summarize the properties that have been completed in the Phoenix metro area.



Source: Moody's Analytics REIS



Source: Moody's Analytics REIS

The following table summarizes properties that are under construction, planned, and/or proposed in the Phoenix metro area.

Phoenix Multifamily Construction by Phase and Subtype

Multifamily Subproperty Type	Under Construction		Planned Construction		Proposed Construction	
	Properties	Units	Properties	Units	Properties	Units
Apartment	44	11,901	158	37,210	90	25,685
Condominiums	6	764	15	1,526	21	1,681
Subsidized/Low Income	0	0	0	0	0	0
Mixed Income	0	0	0	0	0	0
Townhomes	5	182	15	1,129	10	1,109
Other	1	253	0	0	2	9,360
N/A	1	222	1	475	0	0
Totals	57	13,322	189	40,340	123	37,835

Source: Moody's Analytics REIS

Phoenix Multifamily Construction Insights

- There are 57 properties under construction, 189 properties in the planned construction phase, and 123 properties in the proposed construction phase in the metro area.
- Apartment properties within the under-construction phase have an average size of 270 units and range in size between 19 units and 587 units.
- Apartment properties within the planned construction phase have an average size of 236 units and range in size between 8 units and 2,153 units.
- Apartment properties within the proposed construction phase have an average size of 285 units and range in size between 12 units and 3,130 units.

- Of the 13,322 units under construction, 89.3% are Apartment properties, 5.7% are Condominium properties, and 1.4% are Townhome properties.
- Of the 40,340 units planned for construction, 92.2% are Apartment properties, 3.8% are Condominium properties, and 2.8% are Townhome properties.
- Of the 37,835 units proposed for construction, 67.9% are Apartment properties, 4.4% are Condominium properties, and 2.9% are Townhome properties.

The following table summarizes properties that are under construction, planned, and/or proposed in the Goodyear/Avondale/Tolleson submarket.

Goodyear/Avondale/Tolleson Submarket Construction by Phase and Subtype						
Multifamily Subproperty Type	Under Construction		Planned Construction		Proposed Construction	
	Properties	Units	Properties	Units	Properties	Units
Apartment	2	372	12	3,511	7	1,708
Condominiums	1	44	1	135	1	135
Subsidized/Low Income	0	0	0	0	0	0
Mixed Income	0	0	0	0	0	0
Townhomes	1	69	1	302	2	335
Other	0	0	0	0	0	0
N/A	0	0	0	0	0	0
Totals	4	485	14	3,948	10	2,178

Source: Moody's Analytics REIS

Comparable Property Analysis

Most relevant to the subject is the demand and supply of its comparable properties (as defined by REIS) as well as directly competing properties (i.e., peer group). A summary of the comparable and directly competing multifamily properties considered for the subject is shown in the following tables.

Comparable Properties								
Property Name	Address	City	Submarket	Size (Units)	Year Built	Class	Asking Rent	Vacancy Rate
TerraLane at Canyon Trails	195 N 173rd Ave	Goodyear	Goodyear/Avondale/Tc 263	2021			\$1,556	98.9%
Encantada at Canyon Trails	16450 W Van Buren St	Goodyear	Goodyear/Avondale/Tc 225	2008	A		\$1,440	2.7%
Lunaire	949 Goodyear Blvd	Goodyear	Goodyear/Avondale/Tc 239	2008	A		\$1,251	2.5%
Avilla Centerra Crossings	15390 West Centerra Drive	Goodyear	Goodyear/Avondale/Tc 184	2019	A		\$1,583	3.3%
The Maxx 159	1711 N 159th Ave	Goodyear	Goodyear/Avondale/Tc 132	2017	A		\$1,598	0.0%
Christopher Todd Communities at Estrella Co	15385 W Fillmore St	Goodyear	Goodyear/Avondale/Tc 286	2021			\$1,715	3.9%
Acero Estrella Commons	15380 W Fillmore St	Goodyear	Goodyear/Avondale/Tc 352	2020	A		\$1,638	3.4%
Liv Goodyear	15361 W Virginia Ave	Goodyear	Goodyear/Avondale/Tc 326	2019	A		\$1,276	3.1%
The Paseo	4200 N Pebble Creek	Goodyear	Goodyear/Avondale/Tc 257	2007	A		\$1,277	1.9%
Aldea at Estrella Falls	2400 N Bullard Ave	Goodyear	Goodyear/Avondale/Tc 326	2009	A		\$1,587	3.4%
Edgewater	102 S 4th Ave	Avondale	Goodyear/Avondale/Tc 195	1984	BC			3.6%
Park Shadows Country Homes	620 N Litchfield Rd	Goodyear	Goodyear/Avondale/Tc 237	1940	BC		\$1,275	3.0%
Palm Valley Villas	4200 N Falcon Dr	Goodyear	Goodyear/Avondale/Tc 124	2016	A		\$1,587	0.8%
Greenwood Apartments	1322 N La Jolla Blvd	Goodyear	Goodyear/Avondale/Tc 69	1964	BC		\$912	2.9%
Adiamo Palm Valley	2100 N 145 Ave	Goodyear	Goodyear/Avondale/Tc 301	2006	A		\$1,498	2.0%
1408 at Palm Valley Casitas	1408 N Central Ave	Avondale	Goodyear/Avondale/Tc 165	1978	BC		\$1,378	0.0%
Palm Valley	1891 N Litchfield Rd	Goodyear	Goodyear/Avondale/Tc 259	1997	A		\$1,578	6.2%
Desert Sage	1737 N Central Ave	Goodyear	Goodyear/Avondale/Tc 207	2003	A		\$1,366	2.9%
Mountain View	333 E Van Buren St	Avondale	Goodyear/Avondale/Tc 150	1982	BC		\$865	3.3%
Desert Green Villas	801 E Calle Chulo Rd	Goodyear	Goodyear/Avondale/Tc 48	1974	BC		\$974	4.2%
Siesta Pointe Apartments	12851 W Buckeye Rd	Avondale	Goodyear/Avondale/Tc 21	2004	BC		\$954	0.0%
Sedona Peaks	12721 W Buckeye Rd	Avondale	Goodyear/Avondale/Tc 96	1999	A		\$1,348	4.2%
Country Aire	1701 N Palo Verde Dr	Goodyear	Goodyear/Avondale/Tc 60	1983	BC		\$851	0.0%
Rio Santa Fe Apartments	13015 W Rancho Santa Fe Blvd	Avondale	Goodyear/Avondale/Tc 334	2000	A		\$1,299	2.4%
Bella Mirage Apartments	3800 North El Mirage Rd	Avondale	Goodyear/Avondale/Tc 712	2009	A		\$1,374	1.7%
Coldwater Springs Apartments	12115 W Van Buren St	Avondale	Goodyear/Avondale/Tc 298	2007	A		\$1,443	3.0%
Ashton Pointe	12175 W McDowell Rd	Avondale	Goodyear/Avondale/Tc 311	2010	A		\$1,409	3.2%
Crystal Springs	11885 W McDowell Rd	Avondale	Goodyear/Avondale/Tc 400	2000	A		\$1,327	0.0%
Versante	11120 W Van Buren St	Avondale	Goodyear/Avondale/Tc 335	2007	A		\$1,420	0.3%
Maravilla Apartments	13621 W Glendale Ave	Glendale	Glendale South	225	2003	BC	\$1,266	3.6%
Christopher Todd Communities on Camelback	12350 W Camelback Rd	Litchfield Park	Goodyear/Avondale/Tc 167	2019	A		\$1,489	2.4%
Desert Gardens Apartments	13517 W Glendale Ave	Glendale	Glendale South	304	1982	BC	\$1,000	0.0%
Vineyard Apartments	6706 N Dysart Rd	Glendale	Glendale South	299	1984	BC	\$1,136	4.7%
Christopher Todd Communities at Country Pl	2500 S 99th Ave	Phoenix	Goodyear/Avondale/Tc 154	2018	A		\$1,856	2.6%
Aventura	10350 W McDowell Rd	Avondale	Goodyear/Avondale/Tc 407	2001	A		\$1,242	10.3%
Oceana	1700 N 103rd Ave	Avondale	Goodyear/Avondale/Tc 240	2004	A		\$1,465	0.0%
Avalon Apartments	2005 N 103rd Ave	Avondale	Goodyear/Avondale/Tc 400	2018	A		\$1,528	0.5%
Sundancer Apartments	400 N 96th Ave	Tolleson	Goodyear/Avondale/Tc 76	1985	BC		\$1,034	0.0%
Avilla Camelback Ranch	10770 W Highland Ave	Phoenix	Goodyear/Avondale/Tc 127	2019	A		\$1,698	0.8%
Villa De Paz Apartments	4405 N 103rd Ave	Phoenix	Goodyear/Avondale/Tc 120	1982	BC		\$1,060	0.8%
Vista Verde	4302 N 103rd Ave	Phoenix	Goodyear/Avondale/Tc 76	1979	BC		\$975	2.6%

Source: Moody's Analytics REIS. Compiled by Integra Realty Resources, Inc.

Comparable Group Summary Stats

	Low	Mean	Median	High
Current Asking Rent Per Unit	\$851.00	\$1,383.73	\$1,370.00	\$1,856.00
Current Effective Rent Per Unit	\$808.12	\$1,299.81	\$1,288.62	\$1,762.48
Current Vacancy Rate	0.0%	5.3%	2.6%	98.9%
Property Size (Unit)	21	303	237	712
Year Built	1940	2000	2004	2021

Source: Moody's Analytics REIS

Comparable Property Summary

- The 41 comparable properties have an average and median asking rent of \$1,384/unit and \$1,370/unit respectively.
- The 41 comparable properties have a property size range between 21 and 712 units and an average size of 303 units.
- The comparable properties in the metro area were built between 1940 and 2021.

Multifamily Market Outlook and Conclusions

Based on the key metro and submarket area trends, construction outlook, and the performance of competing properties, IRR expects the mix of property fundamentals and economic conditions in the Phoenix metro area to have a positive impact on the subject property's performance in the near-term.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	6.51 acres; 283,701 SF
Source of Land Area	Public Records
Primary Street Frontage	East Centre Avenue - 500 feet
Secondary Street Frontage	South 4th Street - 565 feet
Shape	Rectangular
Corner	Yes
Rail Access	No
Water/Port Access	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	04013C2180L
Date	October 16, 2013
Zone	X (Shaded)
Description	Within 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Buckeye
Zoning Designation	NMU
Description	Neighborhood Mixed Use
Legally Conforming?	Appears not to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Animal pet shop, retail; Art gallery or museum; Bar, lounge, or tavern; Bed and breakfast; Catering service; Community playfields and parks; Day care, commercial; Day care, residential; Dry cleaning and laundry service; Dwelling, duplex; Dwelling, multi-family; Financial institution; Fitness and recreational sports center; General retail; Medical office or clinic; Office, business or professional; Public safety facility; Restaurant; Social service facility; Utility facility, minor; Vehicle service and repair, minor; Veterinary clinic
Minimum Lot Area	N/A
Minimum Street Frontage (Feet)	N/A
Minimum Lot Width (Feet)	N/A
Minimum Lot Depth (Feet)	N/A
Minimum Setbacks (Feet)	N/A
Maximum Building Height	50
Maximum Site Coverage	0.7
Maximum Density	10
Maximum Floor Area Ratio	N/A
Parking Requirement	Varies with proposed use, see Article 4.3.1 of the City of Buckeye Development Code
Other	The NMU district is intended to provide for small, compact commercial/residential centers within or surrounded by residential areas, compatible in scale and character with surrounding residential uses, to serve the convenience needs of the immediately surrounding neighborhood. NMU centers are between one-half to five acres in size. Ground-floor small-scale retail and restaurants are encouraged, with upper-story residential and office uses. Continuous commercial frontages, largely uninterrupted by driveways and parking, are encouraged.
Rent Control	No
Utilities	
Service	Provider
Water	City of Buckeye
Sewer	City of Buckeye
Electricity	Arizona Public Service Company
Natural Gas	N/A
Local Phone	CenturyLink

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Potential Development Density

Calculating density, based on gross land area to the center of the adjacent streets, increases the north-south dimension of the subject site to 610' and the east-west dimension to 550' for a total gross acreage of 335,500 SF or 7.702 acres for density calculation purposes. Based on the maximum density of 10 dwelling units per acre in the current zoning regulations, 77 multifamily dwelling units could be developed on the site. Similar sites are generally developed to a density of 8 to 15 units per acre. Therefore, it appears that the development potential of the site is 77 units.

Easements, Encroachments and Restrictions

A current title report was not provided for review. However, based upon a review of the recorded property survey, there are no apparent easements, encroachments, or restrictions that would adversely affect value. The survey identifies exceptions to title, which include various utility and access easements that are typical for a property of this type. A substantial portion of the existing building is encroaching on the property adjacent west, but since the building will be demolished for redevelopment of the property as its highest and best use, there is no adverse impact from this encroachment. This valuation assumes no adverse impacts from the reported easements, encroachments or restrictions, and further assumes that the subject has clear and marketable title.

Opportunity Zone

The subject is not located within a Qualified Opportunity Zone (QOZ).

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include animal pet shop, retail; Art gallery or museum; Bar, lounge, or tavern; Bed and breakfast; Catering service; Community playfields and parks; Day care, commercial; Day care, residential; Dry cleaning and laundry service; Dwelling, duplex; Dwelling, multi-family; Financial institution; Fitness and recreational sports center; General retail; Medical office or clinic; Office, business or professional; Public safety facility; Restaurant; Social service facility; Utility facility, minor; Vehicle service and repair, minor; Veterinary clinic. No other restrictions on development are apparent.

The site has been recently rezoned from general commercial to NMU district with the specific intent of the City of Buckeye to sell the property for immediate redevelopment as a mixed-use, mostly residential project. The subject site is centrally located and has access to all necessary services and infrastructure to support a multi-family residential development.



Former Industrial Warehouse





Former Industrial Warehouse





Former Industrial Warehouse



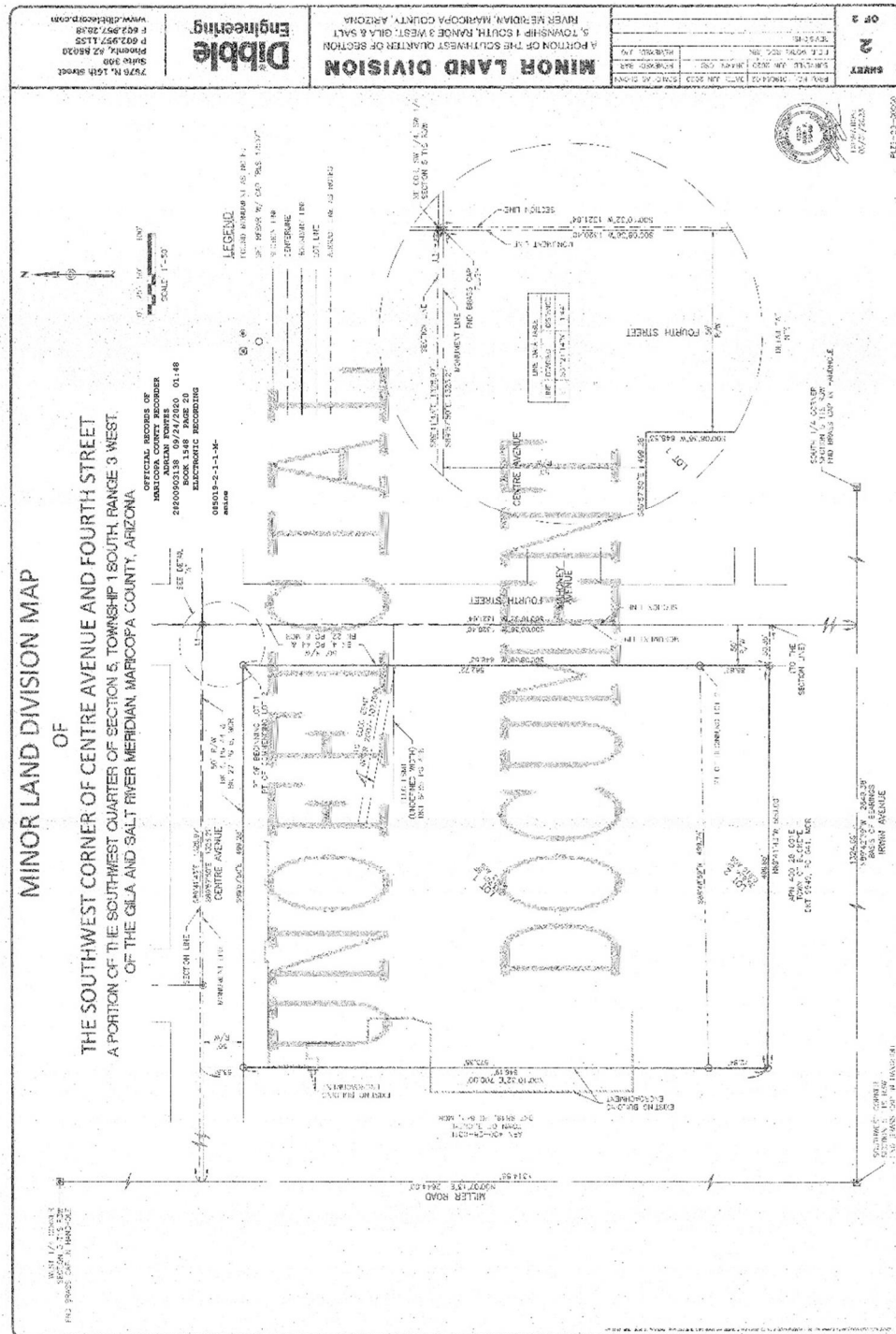
Aerial Photograph



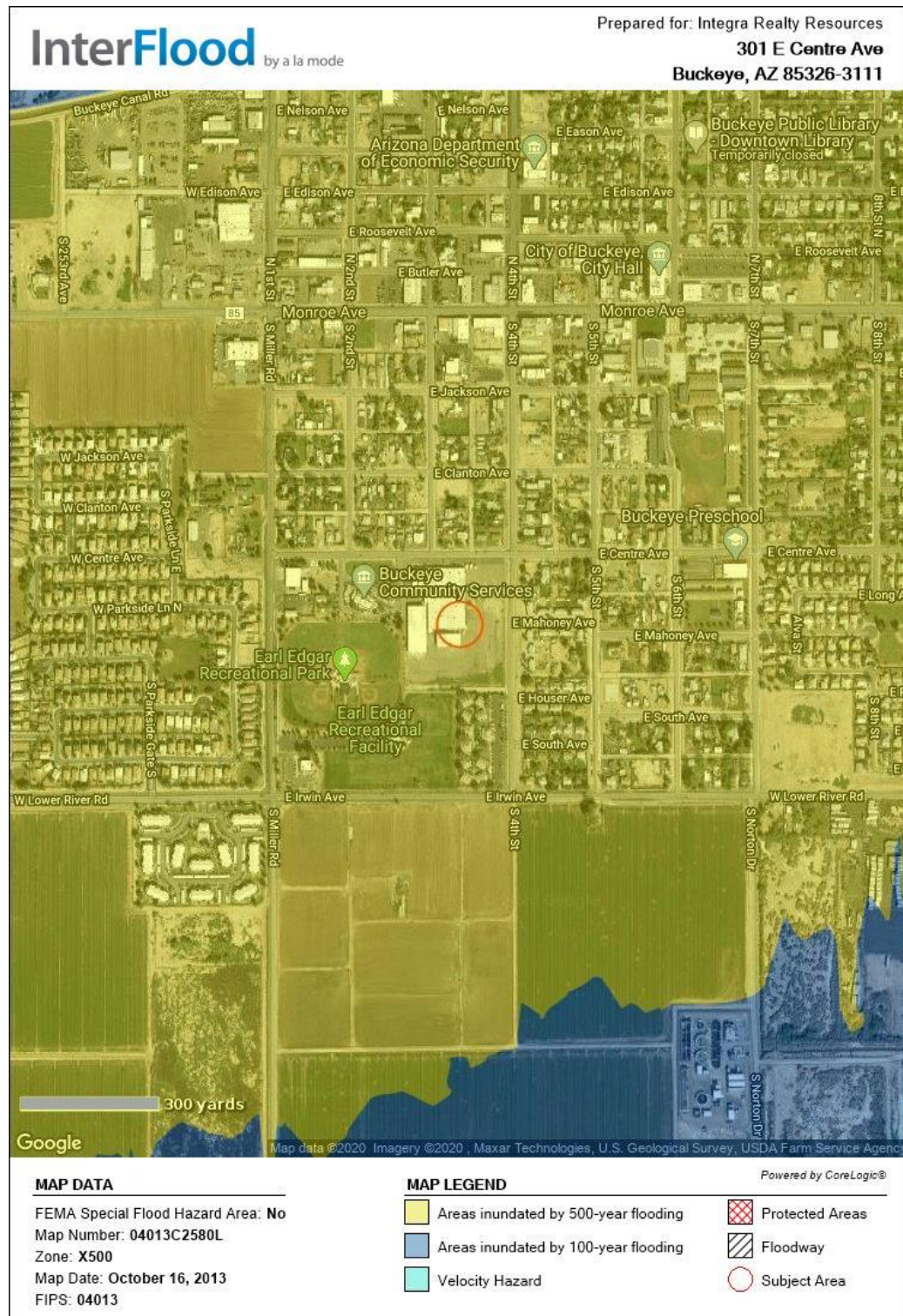
Former Industrial Warehouse

Survey

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Flood Hazard Map



Former Industrial Warehouse



Real Estate Taxes

Real estate tax assessments in Arizona are a function of the County Assessor's office and are estimated by jurisdiction on a county-by-county basis. The property under appraisal is located in Maricopa County. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by \$100, then multiplying the estimate by the composite rate. The composite rate is based on a consistent state tax rate throughout this state, in addition to one or more local taxing district rates.

The State of Arizona employs a dual structure for real estate taxation. Arizona Revised Statutes require that all property have full cash values and limited values established annually. The limited values cannot exceed the full cash values. The full cash and limited values are then adjusted by ratios to determine the assessed value.

The dual tax structure applies a primary tax rate to the limited assessed value and a secondary tax rate to the full cash value. Primary, or limited, values are used for primary property taxes and cannot exceed the full cash value. Limited value is based upon the previous year's limited value increased by either 10%, or 25% of the difference between the full cash value of the current year and the limited value of the prior year, whichever is greater. The primary rate includes school districts, college funds, Maricopa County and the state of Arizona.

Secondary values are synonymous with the full cash value, or market value, of the property. There is no limit on the amount of growth since it is based on the current market value. This value is used for secondary property taxes. Secondary taxes are used to compute the obligation of voter approved bonds, budget overrides and special taxing districts such as fire, flood control and other limited purpose districts.

Proposition 117, the Arizona Property Tax Assessed Valuation Amendment, was approved by Arizona voters on November 6, 2012. As a result, beginning in tax year 2015 the calculation of the Limited Property Value (LPV) changed and there is a single valuation used for taxation purposes, which is the LPV. The measure limited the annual growth in the limited property value of locally assessed properties to 5%, excluding properties, which have significant changes from the previous year such as new construction or parcel splits.

It should be noted that the sale of the property will not trigger a new assessment, but demolition of the existing improvements and construction of a residential project will require a new assessment. In addition, it should also be noted that the "full cash value", while based on the assessor's estimate of market value, is rarely equal to market value. This is due primarily to the assessor's predominate reliance on the cost approach to value, particularly for new construction. This results in almost no correlation to market value.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2021

Tax ID	Assessed Value			Taxes and Assessments			
	Land	Improvements	Total	Ad Valorem Tax Rate	Taxes	Direct Assessments	Total
400-28-001G	\$2,426,487	\$0	\$2,426,487	0.000000%	\$0	\$0	\$0

Based on the concluded market value of the subject, the assessed value appears high. However, since the subject is owned by a tax-exempt political subdivision of the State of Arizona and not subject to property taxes, a tax appeal is not warranted. When the property is sold and redeveloped, a new assessment will be conducted reflective of the new improvements.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned NMU, Neighborhood Mixed Use. Permitted uses include animal pet shop, retail; Art gallery or museum; Bar, lounge, or tavern; Bed and breakfast; Catering service; Community playfields and parks; Day care, commercial; Day care, residential; Dry cleaning and laundry service; Dwelling, duplex; Dwelling, multi-family; Financial institution; Fitness and recreational sports center; General retail; Medical office or clinic; Office, business or professional; Public safety facility; Restaurant; Social service facility; Utility facility, minor; Vehicle service and repair, minor; Veterinary clinic. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only mixed use - predominantly residential is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for mixed use - predominantly residential in the subject's area. It appears a newly developed mixed use - predominantly residential on the site would have a value commensurate with its cost. Therefore, mixed use - predominantly residential is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than mixed use - predominantly residential. Accordingly, mixed use - predominantly residential, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for mixed use - predominantly residential is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as though vacant.

As Improved

The subject site is improved with a metal manufacturing building that is at the end of its economic life. The existing improvements are not consistent with the highest and best use as vacant, are in fair to poor condition, are functionally obsolete, are fully depreciated and underutilize the site.

Accordingly, the highest and best use is to redevelop the site for mixed use - predominantly residential.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

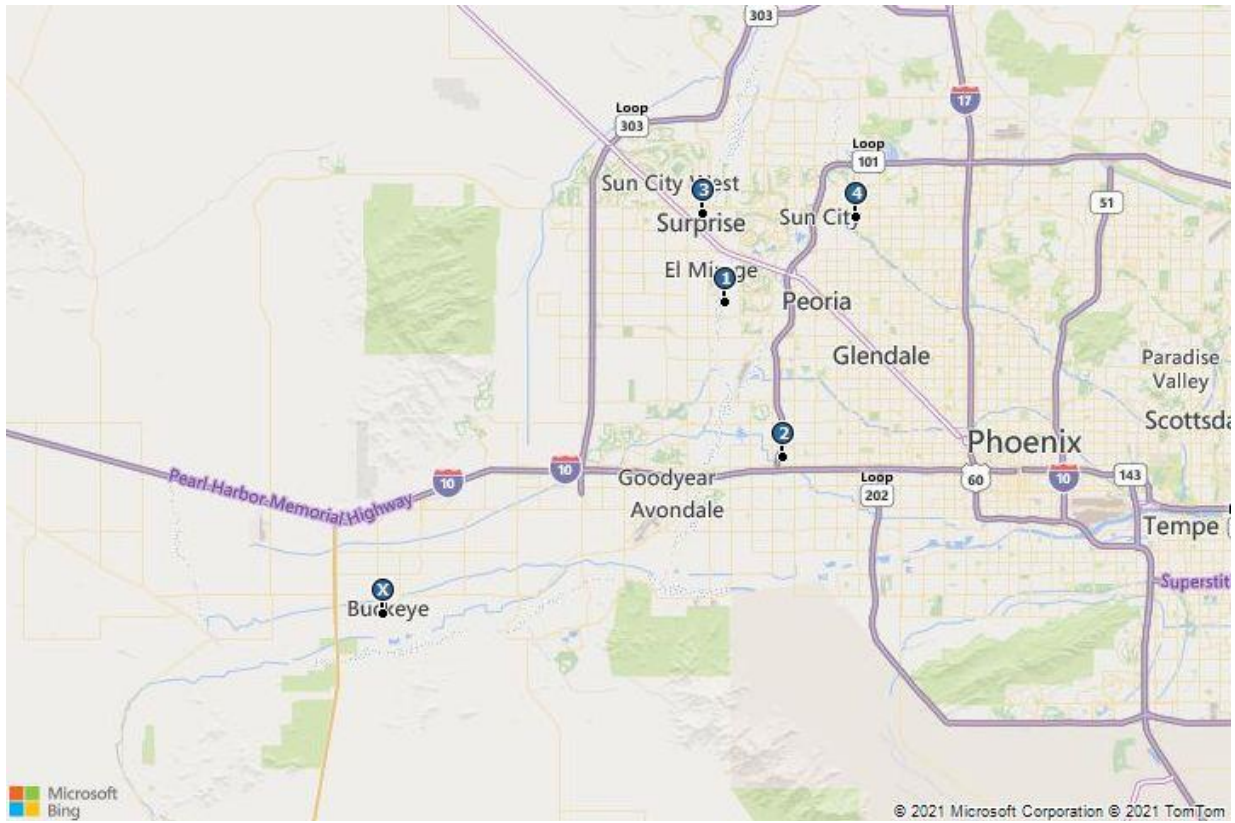
Our sales research focused on transactions within the following parameters:

- Location: areas of the western portion of the Phoenix metro exhibiting similar demographic characteristics (age of housing stock, median income levels, median home values, population density, etc.)
- Size: 3 to 15 acres
- Use: Mixed Use - predominantly residential and multifamily (medium density between 5 and 15 dwelling units per acre)
- Transaction Date: within 18 months of date of value

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Units; Density (Units/Ac.)	Zoning	\$/SF Land	\$/Acre
1	Residential Land - 31 Lot Single Family Agua Fria Ranch Parkway Youngtown Maricopa County AZ	Nov-20 Closed	\$1,050,000	194,616 4.47	31 6.9	PAD	\$5.40	\$235,015
2	Residential Land - 163 Unit Multifamily 2250 North 95th Avenue Phoenix Maricopa County AZ	Dec-20 Closed	\$4,704,444	682,572 15.67	163 10.4	R-2	\$6.89	\$300,226
3	Residential Land - 138 Unit Senior Living 16520 North Greasewood Street Surprise Maricopa County AZ	May-21 Closed	\$1,960,000	384,199 8.82	138 15.6	R1-5	\$5.10	\$222,222
4	Residential Land - 70 Unit 16234 North 68th Lane Peoria Maricopa County AZ	May-21 Closed	\$1,025,000	209,088 4.80	70 14.6	R1-4	\$4.90	\$213,542
	Subject Former Industrial Warehouse Buckeye, AZ			283,701 6.51	77 11.8	NMU		

Comparable Land Sales Map





Sale 1
Residential Land - 31 Lot Single Family



Sale 2
Residential Land - 163 Unit Multifamily



Sale 3
Residential Land - 138 Unit Senior Living



Sale 4
Residential Land - 70 Unit

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments required.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments required.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustments required.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustments required.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Multifamily land values have been increasing over the past 24 months at moderately high levels. A 10% annual appreciation rate is applied.
Location	Market or submarket area influences on sale price; surrounding land use influences.	See discussion following this table.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	No adjustments required.
Size	Inverse relationship that often exists between parcel size and unit value.	Only Sale 2 requires a slight upward adjustment for its much larger size.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	No adjustments required.
Zoning/Density	Government regulations that affect the types and intensities of uses allowable on a site.	Sale 1 has a lower density than the subject which requires upward adjustment. Sales 3 and 4 have higher densities warranting downward adjustment.

Adjustment Factor	Accounts For	Comments
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	The subject is zoned for mixed-use with predominantly residential uses expected. However, no plat or site plan has been approved. Sales 1, 2 and 3 each had approved plats/site plans at the time of contract, or the sale was contingent on these approvals. Thus, they are considered superior and downward adjustments are applied.
Offsite Development Status	The proximity of street and utility improvements in relation to a property to allow for development.	The subject property, and Sales 1, 2 and 3, each have all necessary street and utility improvements in place adjacent to their respective sites to allow for immediate development without significant cost expenditures. Sale 4 has utilities available, but will need to developed streets and side-street improvements as part of development. Thus, an upward adjustment is applied.

Location Adjustment Comparison						
	Subject Property		Comparable 1	Comparable 2	Comparable 3	Comparable 4
3-mile population	18,517		61,359	117,694	87,587	97,335
1-mile median household income	\$ 48,749	\$	61,667	\$ 62,690	\$ 77,434	\$ 43,310
1-mile median home value	\$ 170,877	\$	207,652	\$ 222,969	\$ 345,138	\$ 165,999
1-mile median year built	1993		1996	2002	2000	1988
Overall Rating vs. Subject Property Adjustment Applied			Slightly Superior	Superior	Inferior ***	Similar None

*** The immediate land use adjacent east of this property is a junk yard which significantly impacts the desirability of this site for residential development.

Source: CoStar

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Former Industrial Warehouse	Residential Land - 31 Lot Single Family	Residential Land - 163 Unit Multifamily	Residential Land - 138 Unit Senior Living	Residential Land - 70 Unit
Address	301 East Centre Avenue Buckeye	Agua Fria Ranch Parkway Youngtown	2250 North 95th Avenue Phoenix	16520 North Greasewood Surprise	16234 North 68th Lane Peoria
City					
Sale Date		Nov-20	Dec-20	May-21	May-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		\$1,050,000	\$4,704,000	\$1,960,000	\$1,025,000
Effective Sale Price		\$1,050,000	\$4,704,444	\$1,960,000	\$1,025,000
Square Feet	283,701	194,616	682,572	384,199	209,088
Acres	6.51	4.47	15.67	8.82	4.80
Zoning Code	NMU	PAD	R-2	R1-5	R1-4
Zoned Units	77	31	163	138	70
Units Per Acre	11.8	6.9	10.4	15.6	14.6
Price per Square Foot		\$5.40	\$6.89	\$5.10	\$4.90
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		—	—	—	—
Market Conditions	5/29/2021	Nov-20	Dec-20	May-21	May-21
Annual % Adjustment	10%	5%	4%	—	—
Cumulative Adjusted Price		\$5.67	\$7.17	\$5.10	\$4.90
Location		-5%	-15%	10%	—
Access/Exposure		—	—	—	—
Size		—	5%	—	—
Shape and Topography		—	—	—	—
Zoning/Density		5%	—	-5%	-5%
Entitlements		-5%	-10%	-5%	—
Offsite Development Status		—	—	—	10%
Net \$ Adjustment		-\$0.28	-\$1.43	\$0.00	\$0.25
Net % Adjustment		-5%	-20%	0%	5%
Final Adjusted Price		\$5.38	\$5.73	\$5.10	\$5.15
Overall Adjustment		0%	-17%	0%	5%
Range of Adjusted Prices		\$5.10 - \$5.73			
Average		\$5.34			
Indicated Value		\$5.35			

Market Value Conclusion – As Is

Prior to adjustment, the sales reflect a range of \$4.90 - \$6.89 per square foot. After adjustment, the range is narrowed to \$5.10 - \$5.73 per square foot, with an average of \$5.34 per square foot. We give equal weight to all four sales, and arrive at an underlying land value conclusion of \$5.34 per square foot.

As previously stated, the existing warehouse improvements, including significant concrete and asphalt pavement, will require demolition prior to redevelopment as a mixed use - predominantly residential project with approximately 77 dwelling units. The prospective buyer will bear the expense and risk of demolishing the improvements.

Demolition cost estimates are contained in the addenda. The estimates vary from \$557,000 to \$744,000. The cost is projected toward the middle of the range at \$650,000. In addition, the prospective buyer must be incentivized to take on the coordination and risk of the project and is entitled to a small entrepreneurial reward. At 5% to 10%, this amount is \$32,500 to \$65,000; I will add \$50,000 to the demolition costs. Thus, \$700,000 is subtracted from the underlying land value.

Based on the preceding analysis, the market value as is conclusion is presented as follows:

Market Value Conclusion - As Is	
Indicated Land Value per Square Foot	\$5.35
Subject Square Feet	283,701
Indicated Land Value	\$1,517,800
Adjustments	
Demolition of Existing Improvements	-\$650,000
Entrepreneurial Reward	-\$50,000
Total Adjustments	-\$700,000
Indicated "As Is" Market Value	\$817,800
Rounded	\$820,000

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 29, 2021	\$820,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 6 to 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 6 to 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for another client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. William M. Dominick made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, William M. Dominick has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



William M. Dominick
Arizona Certified General Real Estate Appraiser
#30129

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Phoenix, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Phoenix is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Phoenix. In addition, it is expressly agreed that in any action**

- which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Phoenix is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

William M. Dominick

Experience

Mr. William M. Dominick is a Managing Director of Integra Realty Resources – Phoenix (IRR – Phoenix). His wholly owned company, Burke Hansen, LLC, was acquired by IRR – Phoenix in late 2019. He has been engaged in the valuation and analysis of real property since 1985. Clients have consistently returned to work with Mr. Dominick because of his broad base of market knowledge that allows him to precisely quantify the myriad of variables involved in every project. He brings to his practice exacting standards and forthright objectivity.

Throughout his career, Mr. Dominick has cultivated his base of knowledge and expanded his scope of vision. He gained exposure to regional and national real estate markets through his experience with a number of firms, including CB Commercial Real Estate Group, Inc. He has developed an extensive database of original information on subdivisions and master planned communities throughout Arizona, Nevada, New Mexico and Colorado. His experience as a homebuilder and land developer has provided invaluable insight into aspects of real estate that most appraisers do not properly understand.

Though Mr. Dominick has been a valuation expert since his career began, he has developed extensive skills and knowledge in the fields of new construction, rehabilitation, development, litigation, asset management, appraisal review, brokerage/sales activity, purchase/lease negotiation, and bankruptcy workouts. Because of this broad based experience, he has developed an extensive consulting/valuation practice focused on litigation support and expert witness testimony.

2020 to Present, Managing Director, Integra Realty Resources - Phoenix

2000 to 2019, President and Manager, BURKE HANSEN, LLC

2010 to 2016, Review Appraiser, BILTMORE BANK OF ARIZONA

2004 to 2014, Manager, BALMORAL INVESTMENTS GROUP II, LLC

2004 to 2008, Manager, MODEL HOME SOLUTIONS, LLC

2005 to 2008, President and Manager, MERIT HOMES, LLC

2003 to 2006, Manager, LRN MANAGEMENT, LLC

1996 to 2000, Principal, BURKE HANSEN, INC.

1993 to 1996, Principal, SUNWEST APPRAISAL GROUP, INC.

1989 to 1992, Senior R.E. Analyst, CB COMMERCIAL R. E. GROUP

1989, Associate Appraiser, WILLIS ASSOCIATES, INC.

1988, Senior Appraiser, MOUNTAIN WEST RESEARCH INC.

1985 to 1988, Project Manager, TARANTELLI & COMPANY

Professional Activities & Affiliations

Member: Appraisal Institute - Practicing Affiliate

Member: Tucson Association of Realtors

Licenses

wdominick@irr.com - 602-648-4302

Integra Realty Resources - Phoenix

2999 North 44th Street
Suite 512
Phoenix, AZ 85018

T 602-257-1451

irr.com



William M. Dominick

Licenses (Cont'd)

Arizona, Certified General Real Estate Appraiser, 30129, Expires August 2022

Arizona, Designated Supervisory Appraiser, DSA - DS0154

Education

Bachelor of Science - Accounting, Arizona State University, 1985

Over 1,500 hours of education in real estate appraisal, finance, environmental, legal, marketing and management.

Appraisal Institute - Hotel/Motel Valuation (September 10-11, 1992; Reno, Nevada)

Appraisal Institute - Fair Lending and the Appraiser (October 8, 1993; Scottsdale, Arizona)

Appraisal Institute - Understanding Limited Appraisals and Appraisal Reporting Options (September 16, 1994; Scottsdale, Arizona)

Appraisal Institute - Standards of Professional Practice: Part A and Part B (September 28-29 and October 12-13, 1995; Tempe, Arizona)

Appraisal Institute - Subdivision Analysis (March 29, 1996; Ahwatukee, Arizona)

Appraisal Institute - Litigation Valuation Overview (August 15-16, 1998; Tempe, Arizona)

International Association of Assessing Officers - Attacking & Defending an Appraisal in Litigation (September 26, 1999; Las Vegas, Nevada)

Appraisal Institute - Standards of Professional Practice: Part C (April 13-14, 2000; Tempe, Arizona)

National Business Institute - Current Issues in Subdivision Annexation and Zoning Law (November 7, 2001; Phoenix, Arizona)

Arizona School of Real Estate & Business - Land Planning & Zoning (August 27, 2002; Scottsdale, Arizona)

Arizona School of Real Estate & Business - Subdivision Rules (August 28, 2002; Scottsdale, Arizona)

Arizona School of Real Estate & Business - Uniform Standards of Professional Appraisal Practice (November 2003; Scottsdale, Arizona)

Arizona School of Real Estate & Business - Vacant Land as an Investment (November 8, 2006; Scottsdale, Arizona)

Arizona School of Real Estate & Business - Land Development 101 (November 9, 2006; Scottsdale, Arizona)

Arizona School of Real Estate & Business - 1031 Exchanges - Advanced Structures & Issues (November 10, 2006; Scottsdale, Arizona)

Arizona School of Real Estate & Business - Uniform Standards (November 17, 2006; Scottsdale, Arizona)

Appraisal Institute - Blueprints & Specifications (November 27, 2006; On-line)

Appraisal Institute - Residential Property Construction & Inspection (November 28, 2006; On-line)

Arizona School of Real Estate & Business - Uniform Standards (November 8, 2008; Scottsdale, Arizona)

Appraisal Institute - Subdivision Valuation (November 25, 2008; On-line)

Appraisal Institute - Appraising Convenience Stores (February 10, 2009; On-line)

Arizona School of Real Estate & Business - Supervising Beginning Appraisers (February 18, 2009; Scottsdale, Arizona)

Appraisal Institute - R39937, Appraisal Policy Changes, State Code: ABA #0909-874 (October 1, 2009)

Appraisal Institute - I400, 7-Hour National USPAP Update Course, 2010 Version, State

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William M. Dominick

Education (Cont'd)

Code: ABA 0203-275 (May 7, 2010)

Appraisal Institute – Business Practices & Ethics (August 21, 2010; On-Line)

Appraisal Institute – Site Use & Valuation Analysis (August 22, 2010; On-line)

Appraisal Institute – Appraising the Appraisal: Appraisal Review-General (December 10, 2011; Phoenix, Arizona)

Appraisal Institute – I400, 7-Hour National USPAP Update Course, (February 17, 2012; Phoenix, Arizona)

Appraisal Institute – Fundamentals of Separating Real, Personal Property, and Intangible Business Assets (March 5-6, 2012; Tucson, Arizona)

Bryan Cave, LLP and Mariscal, Weeks, McIntyre & Friedlander, P.A. – Condemnation Summit X (May 4, 2012; Phoenix, Arizona)

Bryan Cave, LLP and Mariscal, Weeks, McIntyre & Friedlander, P.A. – Condemnation Summit XII (May 3, 2013; Phoenix, Arizona)

Bryan Cave, LLP and Mariscal, Weeks, McIntyre & Friedlander, P.A. – Condemnation Summit XIII (October 11 2013; Phoenix, Arizona)

Appraisal Institute – I400, 7-Hour National USPAP Update Course, (December 13, 2013; Scottsdale, Arizona)

Bryan Cave, LLP and Mariscal, Weeks, McIntyre & Friedlander, P.A. – Condemnation Summit XIV (May 9 2014; Phoenix, Arizona)

Bryan Cave, LLP and Dickinson Wright, PLLC – Condemnation Summit XVI (May 15, 2015; Phoenix, Arizona)

Appraisal Institute – National USPAP Update Course, (January 6, 2016; Tempe, Arizona)

Quarles & Brady, LLP and Gust Rosenfeld, PLC – Condemnation Summit XVII (April 29, 2016; Phoenix, Arizona)

Arizona School of Real Estate & Business – Supervising Beginning Appraisers – AQB Approved (July 8, 2016; Scottsdale, Arizona)

Appraisal Institute – Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications (June 2017)

Appraisal Institute – National USPAP Update Course, (February 7, 2018; Tempe, Arizona)

Gallagher & Kennedy, P.A. and Jennings Strouss – Condemnation Summit XXIII (October 12, 2018; Phoenix, Arizona)

Qualified Before Courts & Administrative Bodies

Qualified as an expert witness in United States Bankruptcy Court, United States District Court, Superior Court of Maricopa County, and Superior Court of Yavapai County. Also qualified as an expert in AAA Arbitration Hearings and has served as an "Appraiser" in insurance proceedings. Assignments include bankruptcy lift-stay hearings, bankruptcy plan confirmation hearings, deficiency hearings, condemnation proceedings, breach of contract damages, fire/restoration damages, etc.

Miscellaneous

BOARD MEMBERSHIPS

Advisory Board Member – DIOCESE OF PHOENIX CATHOLIC CEMETERIES & MORTUARIES (2003 – present); Chairman of Property and Land Development Committee

Board of Managers – FUTURENET REALTY TECHNOLOGIES (2002-2008); Treasurer

VALUATION/CONSULTING EXPERIENCE

Assignments: Appraisals, highest and best use analyses, feasibility studies,

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William M. Dominick

Miscellaneous (Cont'd)

market/marketability studies, development cash flow analyses, and expert witness testimony.

Property Types: Residential and commercial/industrial subdivisions; master planned communities; apartment complexes; office buildings; shopping centers; fast food restaurants; business/industrial parks; restaurants; mini-storage facilities; hotels/motels; c-store and gas stations; retail, industrial, and office developments.

Geographic Competency: Arizona (Maricopa, Pinal, Yavapai, Navajo, Coconino, LaPaz, Mohave and Pima Counties); California (San Diego, Orange, Riverside, and San Bernardino Counties); Nevada (Clark and Washoe Counties); Texas (Liberty County); Colorado (El Paso, Adams, and Douglas Counties)

Speaking Engagements:

Risk Management Association, Arizona Chapter Meeting, September 13, 2012, Panel Member, "The Elements of Valuation," Ritz Carlton Hotel, Phoenix, AZ.

Condemnation Summit XII, May 3, 2013, Panel Member, "Professionalism Within the Appraisal and Law Professions: A Current Perspective," Arizona Biltmore Resort, Phoenix, AZ.

The Biltmore Bank of Arizona hosted event, November 18, 2014, Presenter, "What Every Arizona Homeowner and Property Investor Needs to Know about Proposition 117," Arizona Country Club, Phoenix, AZ.

State Bar of Arizona Convention, June 25, 2015, Faculty Member/Panelist, "Risky Business: Challenges in Real Estate Transactions," Arizona Biltmore Resort, Phoenix, AZ.

Condemnation Summit XVI, October 23, 2015, Panel Member, "Special Problems and Common Mistakes in Condemnation Appraisal Practice (Part 1)," Arizona Biltmore Resort, Phoenix, AZ.

Condemnation Summit XVII, April 29, 2016, Panel Member, "Special Problems and Common Mistakes in Condemnation Appraisal Practice (Part 2)," Arizona Biltmore Resort, Phoenix, AZ.

Past Member, Home Builders Association of Central Arizona

Past Member, Urban Land Institute

Integra Realty Resources - Phoenix

2999 North 44th Street
Suite 512
Phoenix, AZ 85018

T 602-257-1451

irr.com



About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! The members of this team are listed below. You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Integra Regional Quality Managers		
Region	Regional Quality Manager	Title
Northeast Region	William Kimball, MAI	Senior Managing Director
Southeast Region	Leslie North, MAI, AI-GRS	Managing Director
Central Region	Gary Wright, MAI, SRA	Senior Managing Director
Southwest Region	Rusty Rich, MAI, MRICS	Senior Managing Director
West Region	Larry Close, MAI	Senior Managing Director
Corporate	Rob McPherson, MAI, CCIM	Director of Product Development and Quality

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D

Demolition Estimates

Stealth Demolition Inc.
7720 E. GELDING DR. Bldg #18
SCOTTSDALE, AZ 85280 US
1-480-639-7083
estimating@stealthdemo.com



Estimate

ADDRESS

Bob Sample: TJ Millington

ESTIMATE

DATE 01/21/2020

PROJECT NAME

Beckeye

PROJECT ADDRESS

301 E. Central Ave Buckeye, Az

DESCRIPTION

QUANTITY

Stealth Demolition, Inc. proposes to furnish all materials and perform all labor necessary to complete the following:
DEMOLITION & REMOVAL of 120,000 square feet building down to concrete including interior building, roof structure, exterior walls and structural steel at \$1.90 per square foot for \$228,000.00. Breakup and removal of 120,000 square feet of concrete slab and footings at \$1.95 per square foot for \$234,000.00. This proposal assumes permits and fees are waived or provided by others. Asphalt removal to be handled by others and is excluded.

462,000 SQ

Exclusions: Taxes, bonds, permits, layout, hazard, AHERA-certified asbestos survey, floor mastic removal, shoring, temporary walls, barricades, and capping/disconnecting of utilities.

Price is based on 1 mobilization. Additional mobilization will be an extra charge of \$600 per mobilization. Stealth factors salvage into pricing and therefore retains all salvage rights. Due to the inherent "discovery" nature of demolition, additional charges may apply for deviations from standard construction practices and/or building codes.

Terms: 50% down and 50% upon completion unless differing terms under separate contract.

Submitted by: Stealth Demolition Estimator

TOTAL

\$462,000.00

Accepted by:

Accepted Date

45,000

507,000

50,000

557,000

Accepted by: _____

PROPOSAL February 14, 2020

Hayward Builders: (480)816 3350 16803 E Palisades BLVD, Suite #1 Fountain Hills, Arizona 85268

Attention: TJ Millington

Re: 302 East Centre Avenue Buckeye, AZ 85326

Hayward Builders, LLC acting as a General Contractor, will furnish all labor and equipment in performing work at the above referenced address. The work area will be kept free of trash and debris.

SCOPE OF WORK: Proposal Submitted from Demo Plan; Site Visit on 02/10/2020

No Plans Provided; Demolition Bid Items as follows:

- Demo/Remove (D/R) 3 structures down to slab 111,000 SQFT; Made safe by others - Demo and Crush Concrete slab up to 12" thick and store on site for re use - Demo and Crush Asphalt up to 4" thick and store on site for re use 177,045 SQFT - D/R Covered area by fence 1,450 SQFT - D/R Vegetation - D/R Chain link fence and footings 2,325 LF - Asbestos survey - Water provided on site by GC for dust control

--- All Neshap, Demo, Dust Permits & Asbestos Survey/Abatement will be provided by others. --- Any necessary shoring, capping and disconnect of utilities and plumbing is by others. (Hayward can be contracted do perform this work, but excluded in this proposal)

THIS PROPOSAL IS SUBMITTED FOR 60 (SIXTY) DAYS OF DEMOLITION USING 2 (TWO) CREWS CONSISTING OF 5 (FIVE) MEN, 2 (TWO) EXCAVATORS WITH HAMMER, 2 (TWO) BOBCATS, 1 (ONE) FRONT LOADER, 1 (ONE) IMPACT CRUSHER, AND 1 (ONE) 450 KW GENERATOR.

PRICE FOR ABOVE WORK: ----- \$596,327.00

NOTE: Change Order Work will not be done without approval from the GC. This person must have the authority to approve the Change Order Work, verbal authorization is not acceptable. To avoid a possible re-mobilization charge or work delay, Change Order Requests must be discharged promptly.

Layout, MP&E disconnects/capping/make safe, shoring, coring, masonry toothing, mastic/glue removal, dust barriers, street bonds, traffic barricades, hazardous materials, security, security fencing, permits, bond/taxes, supply of positive/negative air supply for dust control, additional move ins (re-mob), temporary power, sanitation facilities, slabs, stems and footings larger than current code for same construction. Underground obstructions, any items above existing ceiling that cannot be seen, i.conduit, lights, hangers, old ducts, old ceilings, etc. and any items not specifically itemized or specified in above scope of work.

Thank you,

Rob Luis (623) 341 3286

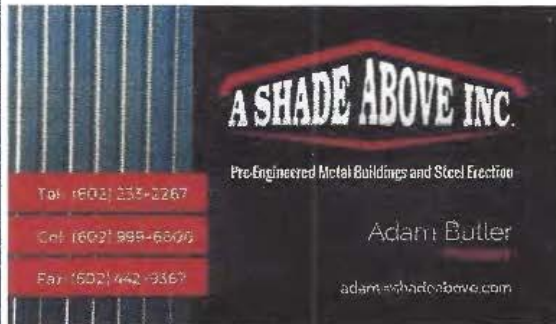
TJ,

Nice meeting you today. Here are my thoughts and see pricing on teardown on existing metal building.

Here is breakdown of teardown of existing building

110,000 Square Feet teardown	\$430,000	*includes any dumpsters for haul off of
existing insulation, concrete and asphalt removal	\$314,000.	Total
		\$774,000

Thanks



Addenda

<u>Company Name</u>	<u>Demo of 110,000 sq ft</u>	<u>Concrete of 142,045 sq ft</u>	<u>Asphalt of 35,000 sq ft</u>	<u>Dumpsters</u>	<u>Total</u>
A Shade Above Inc.	\$430,000	\$234,000	\$45,000	\$35,000	\$744,000
Hayward Builders	\$450,375	\$78,125	\$17,500	\$50,000	\$596,000
Stealth Demo Inc	\$462,000	\$45,000	\$17,500	\$32,500	\$557,000

Addendum E

Comparable Data

Location & Property Identification

Property Name:	Residential Land - 31 Lot Single Family
Sub-Property Type:	Residential
Address:	Agua Fria Ranch Parkway
City/State/Zip:	Youngtown, AZ 85363
County:	Maricopa
Submarket:	NW Phoenix/Glendale
Market Orientation:	Suburban
IRR Event ID:	2663381



Source of Land Info.:

Public Records

Sale Information

Sale Price:	\$1,050,000
Effective Sale Price:	\$1,050,000
Sale Date:	11/25/2020
Recording Date:	11/25/2020
Sale Status:	Closed
\$/Acre(Gross):	\$235,015
\$/Land SF(Gross):	\$5.40
\$/Acre(Usable):	\$235,015
\$/Land SF(Usable):	\$5.40
\$/Unit:	\$33,871 /Approved Lot
Grantor/Seller:	Arizona Developers, LLC
Grantee/Buyer:	Riley/Smith Development LLC

Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Terms of Sale:	Arm's length
Verification Type:	Secondary Verification

Improvement and Site Data

Legal/Tax/Parcel ID:	501-45-684H
Acres(Usable/Gross):	4.47/4.47
Land-SF(Usable/Gross):	194,616/194,616
Usable/Gross Ratio:	1.00
No. of Units (Potential):	31
Zoning Code:	PAD
Zoning Desc.:	Planned Area Development

Residential Land - 31 Lot Single Family



Location & Property Identification

Property Name:	Residential Land - 163 Unit Multifamily
Sub-Property Type:	Residential
Address:	2250 North 95th Avenue
City/State/Zip:	Phoenix, AZ 85037
County:	Maricopa
Submarket:	W Phx/SW Valley
Market Orientation:	Suburban
IRR Event ID:	2663995



Sale Information

Sale Price:	\$4,704,000
Effective Sale Price:	\$4,704,444
Sale Date:	12/20/2020
Recording Date:	12/02/2020
Sale Status:	Closed
\$/Acre(Gross):	\$300,226
\$/Land SF(Gross):	\$6.89
\$/Acre(Usable):	\$300,226
\$/Land SF(Usable):	\$6.89
\$/Unit:	\$28,862 /Apt. Unit
Grantor/Seller:	Hancock Communities
Grantee/Buyer:	Terralane at Park McDowell, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	All cash
Terms of Sale:	Arm's length
Document Type:	Warranty Deed
Recording No.:	20210453434
Verification Type:	Secondary Verification

No. of Units (Potential):	163
Zoning Code:	R-2
Zoning Desc.:	Residential
Source of Land Info.:	Public Records

Improvement and Site Data

Legal/Tax/Parcel ID:	102-34-016
Acres(Usable/Gross):	15.67/15.67
Land-SF(Usable/Gross):	682,572/682,572
Usable/Gross Ratio:	1.00

Residential Land - 163 Unit Multifamily



Location & Property Identification

Property Name:	Residential Land - 138 Unit Senior Living
Sub-Property Type:	Residential
Address:	16520 North Greasewood Street
City/State/Zip:	Surprise, AZ 85374
County:	Maricopa
Submarket:	NW Phoenix/Glendale
Market Orientation:	Suburban
IRR Event ID:	2663380



Sale Information

Sale Price:	\$1,960,000
Effective Sale Price:	\$1,960,000
Sale Date:	05/17/2021
Recording Date:	05/17/2021
Sale Status:	Closed
\$/Acre(Gross):	\$222,222
\$/Land SF(Gross):	\$5.10
\$/Acre(Usable):	\$222,222
\$/Land SF(Usable):	\$5.10
\$/Unit:	\$14,203 /Apt. Unit
Grantor/Seller:	Home Savers Inc
Grantee/Buyer:	Fig River Park, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller - buyer obtained financing
Terms of Sale:	Arm's length
Document Type:	Warranty Deed
Recording No.:	20210549569
Verification Type:	Secondary Verification

Usable/Gross Ratio:	1.00
No. of Units (Potential):	138
Zoning Code:	R1-5
Zoning Desc.:	Residential
Source of Land Info.:	Public Records

Improvement and Site Data

Legal/Tax/Parcel ID:	501-81-294, 501-81-295
Acres(Usable/Gross):	8.82/8.82
Land-SF(Usable/Gross):	384,199/384,199

Residential Land - 138 Unit Senior Living



Location & Property Identification

Property Name:	Residential Land - 70 Unit
Sub-Property Type:	Residential
Address:	16234 North 68th Lane
City/State/Zip:	Peoria, AZ 85382
County:	Maricopa
Submarket:	NW Phoenix/Glendale
Market Orientation:	Suburban
IRR Event ID:	2663383



Sale Information

Sale Price:	\$1,025,000
Effective Sale Price:	\$1,025,000
Sale Date:	05/27/2021
Recording Date:	05/27/2021
Sale Status:	Closed
\$/Acre(Gross):	\$213,542
\$/Land SF(Gross):	\$4.90
\$/Acre(Usable):	\$213,542
\$/Land SF(Usable):	\$4.90
\$/Unit:	\$14,643 /Approved Unit
Grantor/Seller:	Paradise Enclave, LLC
Grantee/Buyer:	Mesa Verde Holdings, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	All cash
Terms of Sale:	Arm's length
Document Type:	Warranty Deed
Recording No.:	20210592725
Verification Type:	Secondary Verification

Zoning Desc.:

Residential

Source of Land Info.:

Public Records

Improvement and Site Data

Legal/Tax/Parcel ID:	200-53-823
Acres(Usable/Gross):	4.80/4.80
Land-SF(Usable/Gross):	209,088/209,088
Usable/Gross Ratio:	1.00
No. of Units (Potential):	70
Zoning Code:	R1-4

Residential Land - 70 Unit





**INVITATION FOR BID
IFB: 2022018**

**SALE OF REAL PROPERTY
LOCATED AT 301 E. CENTRE AVENUE, BUCKEYE, ARIZONA**

CONTACT PERSON
Tammy Vogel
Purchasing Supervisor, Construction & Contracting
623.349.6175
Tvogel@buckeyeaz.gov

Date Issued:	September 20, 2021
Last Day for Questions:	October 14, 2021 @ 5:00 PM local time
Bid Due Date:	October 28, 2021 @ 11:00 AM local time

PLEASE NOTE: IF IFB DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
100	NOTICE TO INTERESTED PARTIES OF INTENT TO RECEIVE BIDS	2
200	INSTRUCTIONS TO BIDDERS.....	4
300	SCHEDULE OF EVENTS.....	5
400	REAL PROPERTY PURCHASE AGREEMENT	6

EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT A: APPRAISAL OF PROPERTY

SECTION 100

NOTICE TO INTERESTED PARTIES OF INTENT TO RECEIVE BIDS

Notice is hereby given that the City of Buckeye, an Arizona municipal corporation ("Owner"), is accepting bids for the purchase of approximately 6.513 acres of real property (the "Property") located at 301 East Centre Avenue, City of Buckeye, Maricopa County, Arizona and identified as a portion of Maricopa County Assessor's tax parcel number 400-28-001B, more particularly legally described on Exhibit A attached hereto and incorporated herein by this reference.

Sealed bids must be delivered to Owner's representatives at the address listed below. Each bid must be submitted in a sealed envelope with the bidders name and marked with the words "BID REFERENCE: SALE OF REAL PROPERTY".

A Bid Submission and Real Property Purchase Agreement form ("Agreement Form") is available from Owner at the address listed below, for the purpose of submitting bids for the purchase of the Property. All bids must be submitted on the Agreement Form. Bids not submitted on the Agreement Form or bids submitted on altered Agreement Forms will not be considered. All Agreement Forms should be submitted to:

Tammy Vogel
Purchasing Supervisor, Construction and Contracting
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
P: 623.349.6175
Email: Tvogel@buckeyeaz.gov

Bids must be received by 11:00 a.m., July October 28, 2021, to be considered.

Owner will assume no responsibility for late mail or other delivery failures. Any bid received after 11:00 a.m. on October 28, 2021 will be rejected and returned unopened.

THE SALE OF THE PROPERTY WILL BE ON AN "AS IS, WHERE IS" BASIS ONLY. Bidders are advised to make any inspections of and investigation into the condition of the Property, including any desired investigations as to the exact area of the Property, the status of title of the Property or the environmental condition of the Property prior to submitting the Agreement Form containing their bid to Owner. Title will be transferred by special warranty deed. Information concerning the Property, including a copy of the appraisal obtained by Owner with respect thereto, may be viewed upon request at the address listed above. OWNER MAKES NO WARRANTIES OR

REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION CONCERNING THE PROPERTY.

Bidders are also advised that the Agreement Form will include language requiring the successful purchaser of the Property to demolish the improvements located on the Property. A portion of said improvements encroaches on an adjoining parcel of property also owned by Owner. The Agreement Form will provide for a temporary construction easement over said adjoining parcel to permit the demolition of the encroaching improvements. The Agreement Form will require the successful purchaser to demolish the improvements located on the Property, which such demolition shall commence within six (6) months of transfer of title to the Property and shall be completed within twelve (12) months of transfer of title to the Property. The Agreement Form will also include appropriate remedies in favor of Owner in the event said purchaser fails to so demolish or otherwise remove said improvements within the required time frames set forth above.

OWNER WILL PAY NO BROKERAGE FEE IN CONNECTION WITH THE REAL PROPERTY SALE.

No bid less than \$820,000.00 will be considered. The successful bidder will be determined in Owner's sole and absolute discretion, on the basis of the most desirable bid received by Owner. Owner reserves the right to reject any and all bids, notwithstanding the fact that a bid at or above the minimum bid may be received. Earnest money in the amount of at least Fifty Thousand Dollars (\$50,000) must be given to Owner at the same time the Agreement Form is submitted to Owner in the form of a cashier's check or certified check payable to Pioneer Title Agency, Inc. Deposits will be returned to unsuccessful bidders within five (5) business days of the solicitation date. The deposit will be subject to forfeiture as provided in the Agreement Form if the successful bidder fails to consummate the purchase of the Property in accordance with and as required by the Agreement Form.

END OF SECTION

SECTION 200

INSTRUCTIONS TO BIDDERS

To be considered, the Bids must be made in accordance with Instructions cited in Section 100.

Bids shall be addressed to City of Buckeye, Tammy Vogel, and delivered in an enclosed sealed envelope, marked:

IFB #2022018: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE, BUCKEYE, ARIZONA

Bidder's Name Modus Development LLC

Bidder's Address 3219 E Camelback Rd, Suite 291, Phoenix, AZ 85018

City shall receive bids as stated in Section 100 at:

**City of Buckeye
2nd Floor Reception Desk
530 East Monroe Avenue
Buckeye, Arizona 85326**

The Bids will be opened and read aloud in a virtual format. An email with a link to "Microsoft Teams" will be sent to all participants on the Plan Holders list three (3) days prior to the Bid Opening.

Late Bids will not be considered. It is the responsibility of the Bidder to insure that the Bid is received on time.

The Bidder is required to submit **ONE (1) ORIGINAL and ONE (1) Copy** of the completed Bid form in its entirety in a USB in .pdf format.

(a) **Bid Security.** The Bidder is required to submit with his Bid a certified or cashiers' check, upon a solvent bank payable to Pioneer Title Agency, Inc. This payment shall constitute the earnest money ("**Earnest Money**") for all purposes of this Agreement. No interest shall accrue or become payable on the Earnest Money payment. The Earnest Money shall be nonrefundable to Purchaser, except in the event of (i) Purchaser's disapproval of title and Seller's failure to correct the disapproved title matter(s) pursuant to Article 5 below or (ii) Seller default hereunder. Upon Seller's Acceptance (as defined below) the Earnest Money shall be released to Seller.

END OF SECTION

SECTION 300
SCHEDULE OF EVENTS FOR #2022018

Estimated Timeline for Schedule of Events:

DATES	DESCRIPTION OF ITEM	UPDATES
9/20/2021	IFB Issue Date	
9/22/2021	Posted on City of Buckeye website	
9/24/21	Advertisement start Date	
10/15/2021	Last Date for Questions (5:00 p.m.)	
10/28/2021	Bid Opening Date	
10/29/2021-11/4/21	Review Dates	
11/05/21	Notice of Intent	
11/05/21	Award Recommendation	
11/05/21	Non-Award Deposits send by mail to Offerors	
12/07/2021	Final City of Buckeye Council Approval	

SECTION 400

REAL PROPERTY PURCHASE AND OFFER AGREEMENT FORM

IFB No. #2022018

Project Name: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE,
BUCKEYE, ARIZONA

Date: October 28th, 2021.

Bid from: Modus Development, LLC

(Name)

To: City of Buckeye

(PURCHASE AND OFFER FORM BELOW)

BID SUBMISSION AND REAL PROPERTY PURCHASE AGREEMENT

The undersigned, Ed Gorman, manager Modus Development, LLC, as Purchaser, offers to purchase certain real estate from the City of Buckeye, Arizona, an Arizona municipal corporation, as Seller, upon the following terms and conditions:

Article 2

Property to be Sold

2.1. Property. The Property which is the subject of this offer consists of the following:

The real property described on Exhibit A attached hereto and incorporated herein by this reference and any and all buildings, structures, fixtures, facilities and other improvements situated on said real property (collectively, the "**Property**").

Article 3

Purchase Price

3.1. Price. The total purchase price of the Property shall be \$ 905,000.00.

Article 4

Payment of Purchase Price

4.1. Payment. The purchase price of the Property shall be paid as follows:

(a) Earnest Money. \$50,000.00 has been delivered to Seller in the form of a cashier's or certified check payable to Pioneer Title Agency, Inc. upon the delivery of this offer by Purchaser. This payment shall constitute the earnest money ("**Earnest Money**") for all purposes of this Agreement. No interest shall accrue or become payable on the Earnest Money payment. The Earnest Money shall be nonrefundable to Purchaser, except in the event of (i) Purchaser's disapproval of title and Seller's failure to correct the disapproved title matter(s) pursuant to Article 5 below or (ii) Seller default hereunder. Upon Seller's Acceptance (as defined below) the Earnest Money shall be released to Seller.

(b) Balance. The balance of the purchase price, plus or minus proration's, shall be paid to Seller at closing by confirmed wire transfer.

Article 5

Conveyance of Property

5.1. Deed. The Property shall be conveyed by special warranty deed in the form attached as Exhibit B (the "**Deed**") upon the Close of Escrow.

Article 6

Escrow

6.1. Escrow. Upon Seller's acceptance of the offer set forth herein, as evidenced by Seller's execution hereof ("**Seller's Acceptance**"), Purchaser and Seller shall promptly open an escrow ("**Escrow**") for the purchase and sale of the Property by executing and depositing this Agreement with Pioneer Title Agency, Inc. ("**Escrow Holder**"). Escrow Holder shall notify Seller and Purchaser in writing of the date of opening of Escrow pursuant to this Section 5.1. In the event of any conflict or inconsistency between any provision of the escrow instructions and any provision of this Agreement or any other instrument or document executed or delivered pursuant to this Agreement, the provisions of this Agreement or such other instrument or document shall control over the escrow instructions. This Agreement shall not be deemed to contain any indemnity in favor of Escrow Holder or any rights to a brokerage commission that may be set forth in any standard escrow instructions.

Article 7

Title Insurance

7.1. Title Commitment. Purchaser shall at its expense order from First National Title Insurance Company ("**Title Company**") and deliver to Purchaser and Seller a commitment ("**Title Commitment**") to issue the Owner's Policy (as defined below), and copies of the documents evidencing the exceptions to title stated therein. The Title Commitment shall be delivered not less than thirty (30) days prior to the closing date, including any postponement thereof pursuant to any of the provisions hereof. Unless Purchaser gives written notice ("**Title Disapproval Notice**") that it disapproves the exceptions to title shown on the Title Commitment, stating the exceptions so disapproved, within fifteen (15) days of the date of delivery of the Title Commitment to Purchaser, Purchaser shall be conclusively deemed to have approved the exceptions listed in the Title Commitment. Seller shall have a fifteen (15) day period after its receipt of any Title Disapproval Notice within which to remove the disapproved exceptions set forth therein from title at no cost or expense to Purchaser (Seller having the right but not the obligation to do so), and the closing date shall be automatically extended, if necessary, to allow for such fifteen (15) day period.

7.2. Title Contingency. A condition precedent to Purchaser's obligation to purchase the Property shall be the willingness of Title Company to issue to Purchaser on the closing date an ALTA standard coverage owner's title insurance policy ("**Owner's Policy**"), in the amount of the purchase price, which Owner's Policy shall show title to the Property to be vested of record in the Purchaser, subject solely to the following exceptions: (a) the printed exceptions which appear in the standard form coverage owner's policy of title insurance issued by Title Company in the State of Arizona and (b) the exceptions approved or deemed approved by Purchaser pursuant to Section 6.1 above (and the willingness of Title Company to do so shall be conclusive evidence of the full satisfaction of such condition). Purchaser may obtain an extended coverage policy if it so desires, but the ability of Purchaser to obtain such extended coverage policy shall not be a condition of Purchaser's obligation to purchase the Property pursuant to this Agreement. Purchaser shall have the option to waive the condition precedent set forth in this Section 6.2 by written notice to Seller. In the event of such waiver, such condition shall be deemed satisfied.

Article 8
Damages and/or Condemnation

8.1. Casualty/Taking. Risk of damage or destruction of the Property by any casualty or by a partial taking or condemnation under the provisions of applicable eminent domain law is assumed by Seller until the closing of this transaction, unless the Purchaser takes possession of the Property prior thereto, in which case risk of such damage or destruction will pass to Purchaser at the time Purchaser takes possession of the Property.

Article 9
Closing and Possession

9.1. Closing. This transaction shall be closed upon a date to be designated by Seller. The date shall be not less than thirty (30) days nor more than sixty (60) days following Seller's Acceptance. If Seller fails to close for any reason, this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder, except that Purchaser's Earnest Money payment shall be refunded upon delivery to Seller of all executed copies of this Agreement previously delivered to Purchaser or its agents or representatives.

9.2. Delivery of Possession. Possession of the Property shall be delivered to Purchaser at closing.

9.3. Condition of Closing. The obligation of Seller under this Agreement to sell the Property is subject to (i) the approval of this Agreement by Seller's City Council and (ii) delivery into escrow by Purchaser of the purchase price and the closing costs.

9.4. Purchaser's Post-Closing Obligations. The Property is currently improved with an approximately 90,000 square foot industrial building ("**Building**"). Purchaser acknowledges and agrees that a portion of the Building encroaches upon an adjoining parcel of property owned by Seller (the "**Encroachment**"). As a condition to the sale of the Property to Purchaser, Seller requires that Purchaser agree to cause the Building to be demolished and the Encroachment to be removed within the time frames set forth herein. The required demolition must be commenced within six (6) months and completed within twelve (12) months of the Closing of the sale of the Property to Purchaser. At Closing, Seller shall execute and deliver to Purchaser a temporary construction easement over such portion of Seller's adjoining property as is reasonably necessary to permit Purchaser to remove the Encroachment from Seller's adjoining property. Purchaser hereby covenants and agrees to cause the Building to be demolished, at Purchaser's sole cost and expense, within the time frames set forth above. Buyer shall be responsible for obtaining all necessary permits for such demolition and shall cause the demolition to be conducted in compliance with all applicable laws. To secure Purchaser's obligations with respect to the Building under the provisions of this Section 8.4, Purchaser shall execute, have acknowledged and deliver to Seller for recordation in the Official Records of Maricopa County, Arizona on the Closing date a performance deed of trust which shall set forth in detail Purchaser's obligations with respect to the Property as set forth in this Section 8.4 (the "**Performance Deed of Trust**"). The Performance Deed of Trust shall be recorded against the Property immediately following the recordation of the Deed. The provisions of this Section 8.4 shall survive the Closing.

Article 10

Prorations

10.1. Adjustments. All items customarily prorated and adjusted in connection with the closing of the sale of property similar to the Property shall be prorated, adjusted and computed as of 11:59 p.m. of the day immediately preceding the closing date.

Article 11

Seller's Disclaimer

11.1. Disclaimer of Representations and Warranties by Seller. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING, (3) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (4) DRAINAGE, (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (6) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (7) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (8) USAGES OF ADJOINING PROPERTY, (9) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (10) THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (11) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, (12) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (13) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR IMPROVEMENTS, (14) THE POTENTIAL FOR DEVELOPMENT OF THE PROPERTY, (15) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY OR (16) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

FOR PURPOSES HEREOF "HAZARDOUS SUBSTANCES" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL, POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTIONS 9601 ET SEQ.), AS AMENDED ("CERCLA"), OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901

ET SEQ.), AS AMENDED, OR ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE TO THE PROPERTY, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBs), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

PURCHASER ACKNOWLEDGES THAT IT HAS OR WILL COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

Article 12

Purchaser's Agreements, Representations and Covenants

12.1. **Authorization.** If Purchaser is other than a natural person, Purchaser represents and warrants to Seller that the execution and delivery of this Agreement by Purchaser has been duly authorized, and that the Agreement creates legally enforceable obligations as to Purchaser in accordance with its respective terms.

12.2. **Resolutions.** If Purchaser is other than a natural person, at Seller's request before closing, Purchaser shall deliver to Seller certified copies of appropriate documents authorizing this transaction, in form reasonably acceptable to Seller and the title insurer.

12.3. **Assignment.** This Agreement, and/or any interest of Purchaser hereunder, may not be assigned in whole or in part without Seller's prior written consent, which may be granted or withheld in Seller's sole and absolute discretion.

12.4. **No Recordation.** This Agreement shall not be recorded in whole or in part, and any party doing so or causing same to be done shall be deemed to be in default of this Agreement for all purposes hereof.

Article 13
Purchaser's Waiver and Release

13.1. Purchaser's Waiver and Release. AS PART OF PURCHASER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 10.1 ABOVE ("**PROPERTY CONDITION**"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER CERCLA.

EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF THEIR OFFICERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH PURCHASER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 12.1, BUT NOT AS A LIMITATION THEREON, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISION OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 12.1. THE PROVISIONS OF THIS SECTION 12.1 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER WILL NOT PAY TO ANY BROKER RETAINED BY PURCHASER ANY BROKERAGE FEE ASSOCIATED WITH PURCHASER'S ACQUISITION OF THE PROPERTY AND PURCHASER HEREBY AGREES TO INDEMNIFY THE SELLER AND BE WHOLLY RESPONSIBLE FOR ANY CLAIM BY ANY OTHER PERSON OR ENTITY FOR ANY BROKERAGE FEE SOUGHT FROM SELLER IN CONNECTION WITH PURCHASER'S ACQUISITION OF THE PROPERTY.

Article 14
Miscellaneous

14.1. Entire Agreement. This instrument contains the entire Agreement between the parties. Neither Seller nor its agents has made any representation or promise with respect to, or affecting the Property or this Agreement not expressly contained herein.

14.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arizona without regard to conflicts of laws principles.

14.3. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14.4. Earnest Money. Seller shall hold the Earnest Money payment in accordance with the terms of this Agreement, but Purchaser's Earnest Money checks shall not be negotiated before the date of the approval referred to in Section 14.1.

14.5. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

14.6. Default; Specific Performance. If Seller defaults, Purchaser may terminate this Agreement and recover the Earnest Money and all other payments made on account of the purchase price. The preceding remedies shall be exclusive and in lieu of all other remedies provided by law, including, without limitation, the recovery of damages of any type.

If Purchaser defaults, Seller may enforce specific performance of this Agreement, or may terminate it and retain all of the Earnest Money as Seller's liquidated damages. Neither party shall then have any further right or claim against the other.

14.7. Notices. All notices, statements, requests, demands or other communications required under this Agreement shall be in writing, and shall be personally delivered, or sent by mail. Notice shall be effective (a) if personally delivered, when delivered, (b) if mailed, via 24-hour delivery, on the first business day after delivery thereof, or (c) if mailed, at midnight on the fourth business day after deposit in the mail with first-class postage pre-paid, certified mail, return receipt requested. Notices shall be addressed as follows:

If to Purchaser:

Modus Development
3219 E Camelback Rd, Suite 291
Phoenix, AZ 85018

If to Seller:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: _____

Either party shall have the right to change the address at which notice shall be sent to it by giving written notice of such change of address to the other party in the same manner set forth for notices above.

14.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.10. No Third Party Beneficiary. No term or provision of this Agreement is intended to be for the benefit of any person not a party hereto and no such other person shall have any right or cause of action hereunder.

14.11. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees.

14.12. Construction. The terms and provisions of this Agreement represent the results of negotiations between Seller and Purchaser, each of which are financially sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Seller and Purchaser each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same. The parties agree that, regardless of which party provided the initial form of this Agreement, drafted or modified one or more provisions hereof, or compiled, printed or copied this Agreement, this Agreement shall be construed solely as an offer to purchase from Purchaser, executed by Purchaser and provided to Seller for acceptance on the terms set forth herein, which acceptance and the existence of a binding agreement between Purchaser and Seller shall be evidenced by the execution hereof by Seller.

14.13. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver

by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

14.14. Legal Representation. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question, it being expressly understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting thereof.

14.15. Relationship of Parties. The parties agree that their relationship is that of Seller and Purchaser, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other

14.16. Cancellation. Seller gives notice to Purchaser that A.R.S. § 38-511 provides that Seller may, within three years after its execution, cancel any contract without penalty or further obligation made by Seller if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In addition to the foregoing right to cancel a contract, Seller may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller from any other party to the contract arising as a result of the contract

Article 15

Acceptance by Seller

15.1. Acceptance. This offer to purchase shall be irrevocable until Seller accepts or rejects the same, or until December 1st, 2021, whichever comes first. Upon its acceptance by Seller, this offer shall constitute the agreement between the parties upon all of the terms and conditions contained herein. If Seller does not accept this offer by the above date, it shall be deemed rejected and the Earnest Money paid hereunder shall be returned to Purchaser.

Date of Offer: October 28, 2021.

Modus Development, LLC

By 

Its Manager
[Purchaser)

Acceptance of Offer to Purchase

The foregoing offer to purchase is hereby accepted by the undersigned.

Date of Acceptance: _____, 2021

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By _____

Its _____

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 2021.

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description of Property

Lot 1, of MINOR LAND DIVISION MAP OF THE SOUTHWEST CORNER OF CENTRE AVENUE AND FOURTH STREET, according to the Map of record in Book 1548 of Maps, Page 20, Official Records of Maricopa County, Arizona.

ATTACHMENT A:
APPRAISAL OF PROPERTY

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.F. PLZS-20-00090 Algodon Phase 3 a re-plat of Algodon Phase 2 (Tract AB)
DATE PREPARED: 12/07/21	DISTRICT NO.: 1
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
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 plat of Phase 3 a Re-plat of Algodon Phase 2 (Tract AB) generally located on the northeast corner of Southern Avenue and Apache Road.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

JMC Engineering on behalf of Melcor Development Arizona, Inc. is requesting final plat approval of a 24.56-acre property located at the northeast corner of Apache Road and Southern Avenue. This plat is phase 3 of the Algodon development formally known as Cotton Meadows. Within the former Cotton Meadows Phase 1 the Marionneaux Elementary School and a well site were developed. The proposed Algodon Phase 3 includes 133 lots consisting of 45-foot and 50-foot wide lots. The overall density is 3.28 du/acre for Phase 2 and Phase 3. Algodon at build out will have a total of 302 lots, one school, one well site, and 16.2% open space which will consist of park space including, playgrounds, sport courts, ramadas, pickleball, a dog park and amphitheater seating and internal pathway connections along centralized open space areas. This request is consistent with the approved Algodon Preliminary Plat and Planned Area Development Overlay case PLZZ-19-00007.

BENEFITS:

Approval of the plat will create new lots for development for future single family residential.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

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

ATTACHMENTS:

[4R - PLZS-20-00090 Algodon Phase 3 Final Plat - Algodon Final Plat Narrative.pdf](#)

[4R - PLZS-20-00090 Phase 3 Final Plat.pdf](#)

[3R - PLZS-20-00090 Algodon Phase 3 Final Plat - Cert of Adequate School Facilities.pdf](#)

[3R - PLZS-20-00090 Algodon Phase 3 Final Plat - Cert of Assured Water Supply.pdf](#)

[Vicinity Map.pdf](#)



ALGODON

**NEC W SOUTHERN AVE & S APACHE RD
BUCKEYE, AZ 85326**

PHASE 3 A RE-PLAT of Algodon Phase 2 (Tract AB) - NARRATIVE
PLZS-20-00090

**JMC ENGINEERING JOB NO. 0021
APN 504-41-716 & APN 504-41-717**

OCTOBER 2021

ALGODON
NEC W SOUTHERN AVE & S APACHE RD
BUCKEYE, AZ 85326
PHASE 3 A RE-PLAT OF ALGODON PHASE 2 (TRACT AB) - NARRATIVE

Prepared For:

MELCOR

6930 E Chauncey Ln #135
Phoenix, AZ 85054
P: (480) 699-4687



Expires: 6-30-2022

Joseph M. Cirone, P.E.

OCTOBER 2021

Prepared By:

JMC ENGINEERING
7315 N 16th St, Suite 101
Phoenix, Arizona 85020
(602) 374-4148

JOB NUMBER 0021

TABLE OF CONTENTS

INTRODUCTION	1
CURRENT SITE CONDITIONS	1
CURRENT GENERAL PLAN DESIGNATION.....	1
CURRENT ZONING DESIGNATION	2
VICINITY INFORMATION	2
DESCRIPTION OF THE REQUEST	3
CIRCULATION SYSTEM	4
WATER MANAGEMENT PLAN	4
WASTEWATER MANAGEMENT PLAN	4
FIRE PROTECTION	4
POLICE PROTECTION.....	5
IMPACT ON LOCAL SCHOOLS.....	5
PARKS & OPEN SPACE.....	6
PROPOSED TRAILS	8
DEVELOPMENT SCHEDULE	8
DEVELOPMENT STANDARDS.....	10
CONCLUSION	10

FIGURES & TABLES

FIGURE 1-LAND USE MAP.....	1
FIGURE 2-VICINITY MAP.....	2
FIGURE 3-OVERALL PRELIMINARY LANDSCAPE PLAN	7
FIGURE 4-PHASING EXHIBIT.....	9
TABLE 1 – SITE DATA	3
TABLE 2-OPEN SPACE	6

INTRODUCTION

Melcor is committed to creating premier residential communities as reflected throughout the West Valley, including Algodon and their holdings in Miller 60 which is located on Southern Avenue. As part of the rebranding to be a standout development in Buckeye, Melcor has renamed the project Algodon, which is the Spanish word for “cotton”. By integrating their vision, they can bring more thoughtful planning that provides not only physical connections but important social and community links for over 500 homes in Buckeye.

Melcor understands creating communities that join not only physically, but socially, can provide a sense of unity. As an example, Algodon reflects this its integration of offsite drainage within an arroyo-themed channel as the backbone of their open space amenities. This drainage way connects parallel trails to not only their centralized amenity area, but smaller gathering nodes.

CURRENT SITE CONDITIONS

Algodon Phase 3 is currently designated as open space by the Algodon Phase 2 final plat.

CURRENT GENERAL PLAN DESIGNATION

The City of Buckeye ratified their General Plan on August 28, 2018. Within this Plan, this parcel is not recognized as an approved Master Planned Community or Area Plan. The subject property is denoted as Neighborhood (yellow color) in the General Plan as reflected below in the Figure 1-Land Use Map.

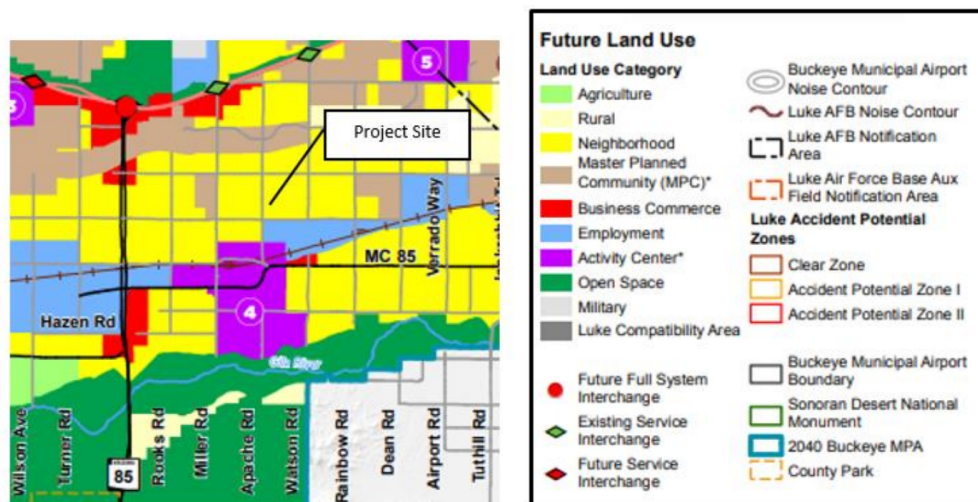


Figure 1-Land Use Map

The Neighborhood Land Use designation denotes areas that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multifamily units, such as apartments and condominiums. Residential land uses in excess of 1 du/ac are permitted in this designation. While vehicular access is needed in Neighborhood, walkability and bike paths should also be a priority.

Zoning districts consistent with this land use designation are: SF-18, SF-10, SF-6, SF-3, SF-1, MF-1, MF-2, NMU, CMU, C-1.

CONFORMANCE WITH GENERAL PLAN

The current land use designation is Neighborhood, 1.01-4.0 du/ac. The proposed density for the overall Algodon development utilizing the gross acreage including the school site is 3.28 du/acre. The project, as proposed, is in conformance with the General Plan.

CURRENT ZONING DESIGNATION

The current zoning as of 10/6/2020 is Single Family Residential 6 (SF-6) with a Planned Area Development (PAD) Overlay to accommodate the proposed lot sizes and dimensions to maintain the vested lot mix as allowed in the CFD.

VICINITY INFORMATION

Interstate 10 (I-10) is located approximately 3 miles to the north of the subject property. There is no direct access to I-10 from Apache Road, however, Watson Road which does provide connection, is located $\frac{3}{4}$ miles to the east of the parcel. The project site is located adjacent to Apache Road and Southern Avenue which will both provide direct and independent access to the proposed subdivision. This property, as well as the surrounding parcels, are all located within the City of Buckeye Planning Area.

The site is further described as being located within Section 28, Township 1 North and Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona within the corporate limits of the City of Buckeye, Arizona. The vicinity map for this project is included as Figure 2.

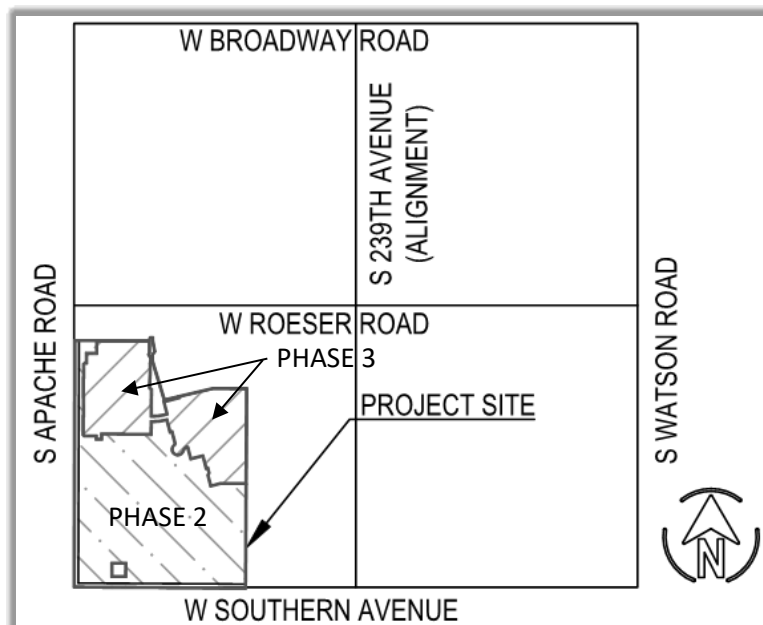


Figure 2-Vicinity Map

DESCRIPTION OF THE REQUEST

This request is being made on behalf of the property owner, Melcor Developments Arizona, Inc., as an application for the Phase 3 re-plat, a replat of Tract AB of Algodon Phase 2, a 24.56-acre property to be built as single-family detached style development consistent with the previous Algodon Phase 2.

This project was initially part of a larger subdivision known as Cotton Meadows which had received preliminary plat approval in September 2005. That configuration included a proposed centrally located elementary school with a total gross area of 92.11 acres. Since that time, a portion of the northeast corner of the site was removed from the limits, and Marionneaux Elementary School and a Well Site have been constructed as Phase 1.

According the Preliminary Plat for Cotton Meadows, approved on September 13, 2005, the subject property is currently vested with 279 lots. The proposed Algodon Phase 3 configuration provides for 133 lots. The proposed overall Algodon development consists of 302 lots for construction during Phase 2 (169 lots) & Phase 3 (133 lots) which is an increase of 23 lots over the vested lot count of 279. The gross acreage for all Phases is 92.11 acres with a net acreage is 85.18 acres.

Table 1 – Site Data

SITE DATA				
	Phase 2	Phase 3	Overall	
GROSS AREA	76.14	24.56	92.11	ACRES
NET AREA	69.99	24.56	85.18	ACRES
NUMBER OF TRACTS	19	5	23	EA
DWELLING UNITS	169	133	302	EA
DENSITY	2.22	5.42	3.28	du/acre
OPEN SPACE / RETENTION	38.28	0.23	29.15	ACRES
SCHOOL SITE	0.00	0.00	15.20	ACRES
WELLSITES (SCHOOL + ALGODON)	0.00	0.00	0.23	ACRES
OPEN SPACE REQUIRED	16.20%	16.20%	16.20%	%
	11.34	3.98	13.80	ACRES
OPEN SPACE PROVIDED (EXCEPTING SCHOOL)	54.69%	0.94%	16.38%	%
	38.28	0.23	13.95	ACRES
NUMBER OF LOTS	169 TOTAL 45' WIDE = 146 LOTS (1-131&188- 199&300-302) 50' WIDE = 23 LOTS (132- 135&281-299)	133 TOTAL 45' WIDE = 52 LOTS (136-187) 50' WIDE = 81 LOTS (200-280)	302 TOTAL 45' WIDE = 198 LOTS (1- 195&300-302) 50' WIDE = 104 LOTS (196-299)	
ZONING DISTRICT	SF-6 + PAD OVERLAY			
TAX ASSESSOR PARCEL NUMBERS	504-41-716, 504-41-717			
PROJECTED POPULATION	541 (169 FAMILIES)	426 (133 FAMILIES)	967 (302 FAMILIES)	

CIRCULATION SYSTEM

Onsite Circulation

Circulation and accessibility shall be provided by internal local streets. The developer will propose minimum road width for all internal traffic conveyance. Onsite site roads will be constructed to reflect the City's minimum cross-section for a local street.

Offsite Circulation

The proposed access to Algodon will be provided with one connection point at Southern Avenue and one connection points along Apache Road. Additionally, there is an emergency fire access road from Apache Road at the northern end of the development. This will ensure independent connections for public safety.

Both Southern Avenue and Apache Road will be developed with half street improvements in accordance with City of Buckeye minimum cross sections for arterial roadways. Currently the City is developing traffic signal design at the intersection.

WATER MANAGEMENT PLAN

The City of Buckeye currently does not have a Designation of Assured Water Supply (DAWS) through the Arizona Assured Water Supply Program. This designation provides proof of a 100- year supply of water. Without this designation, all final subdivision plats in the City are required to obtain their own Assured Water Supply Certificates prior to plat recordation.

This site does have an existing Assured Water Supply that includes both this parcel and an additional parcel south of the site. The provider of this certificate is designated at Valencia Water but was transferred to Global Water and ultimately the City of Buckeye. As part of the construction document and final plat process, Melcor has obtained a reallocation of this certificate.

There are water mains in both Apache Road and in Southern Ave., Apache Road has a 16" water main and there is a 12" main in Southern Avenue.

WASTEWATER MANAGEMENT PLAN

There are two existing sewer lines in Apache Road and none in Southern Avenue. Apache Road has a 15" sewer main and a 12" sewer main. The proposed subdivision sewer system will connect to the 15" line in Apache Road.

The City of Buckeye will provide sewer service as part of the Watson Road Community Facilities District (CFD) 2005. It will be necessary to contribute to the CFD as part of this development. The CFD requires semi-annual payments until Final Plat recordation at which time special assessment liens will be transferred to residential homeowners.

FIRE PROTECTION

Nearby Fire Stations

404 South Miller Road Station 701

25821 West Magnolia Street Station 706



POLICE PROTECTION

Buckeye Police Department will provide service. The nearest police station is located at 100 North Apache Road, Suite D, Buckeye, AZ 85326

IMPACT ON LOCAL SCHOOLS

The Project is located within the Buckeye Elementary School District and Buckeye Union High School District. Existing schools within the vicinity of the project are listed below.

- Marionneaux Elementary
24155 West Roeser Road
Buckeye, AZ 85326
(623) 866-6100
- Buckeye Union High School
1000 East Narramore Avenue
Buckeye, AZ 85326
(623) 386-4423

PARKS & OPEN SPACE

The City of Buckeye active and passive open space requirements are reflected within their Parks and Recreation Master Plan. The current code open space requirement for SF-6 and Density between 3.0 and 4.0 Du/acre is 25% of the Gross Acreage.

The open space requirement, including the future school site, when the Preliminary Plat was approved in September 2005 was 10% for 237.83 net acres for which 23% was provided. The future school site was counted toward the open space for both Cotton Meadows North and South and is considered as Phase 1 for the development of this project. The open space required for the 85.18 net acres at 25% is 21.30 acres. The current school site is 15.20 acres (increased in size by 1.88 acres from the original plan). Below is a table that reflects the comparative analysis of open space provide previously and under this rezoning. The rezone request (ordinance 16-20) for open space shown in Table 1 was approved through the Algodon PAD overlay.

Table 2-Open Space Allowance Per the PAD Overlay Ordinance 16-20

		PRELIMINARY PLAT FOR COTTON MEADOWS NORTH	PRELIMINARY PLAT FOR ALGODON	FINAL PLAT FOR ALGODON
GROSS AREA	AC	92.11	91.74	92.11
NET AREA	AC	85.87	85.02	85.18
DWELLING UNITS	DU	278	299	302
DENSITY	DU/AC	3.02	3.26	3.28
OPEN SPACE/RETENTION	AC	14.88	14.08	13.95
WELL SITE	AC	0.23 (1 WELL SITE)	0.60 (2 WELL SITES)	0.23 (1 WELL SITE)
SCHOOL SITE INCREASE		0	1.88	1.88
SCHOOL SITE TOTAL	AC	13.32	15.20	15.20
OPEN SPACE REQUIRED	%	10%	16.2%	16.2%
OPEN SPACE PROVIDED	%	16.2%	17.4%	16.4%

Algodon provides Park Space with active uses such as playgrounds, sport courts and ramadas. Passive uses include walking and biking opportunities along internal pathway connections along the centralized open space areas.

There are two additional recreation amenity requirements if the subdivision yields more than 250 lots. Algodon provides more than the minimum requirements by including Amphitheater seating, activity court/pickleball, dog park and additional shaded seating areas. The recreation amenities are reflected in Figure 3-Overall Preliminary Landscape Plan.



OVERALL PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 80'-0"

PROPOSED TRAILS

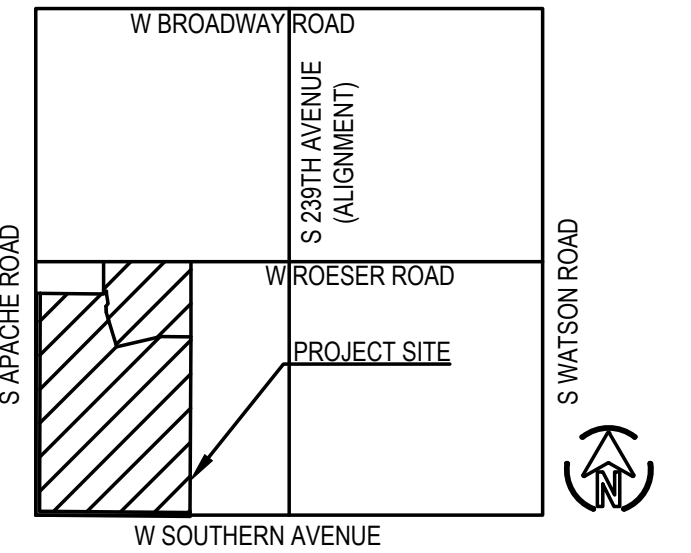
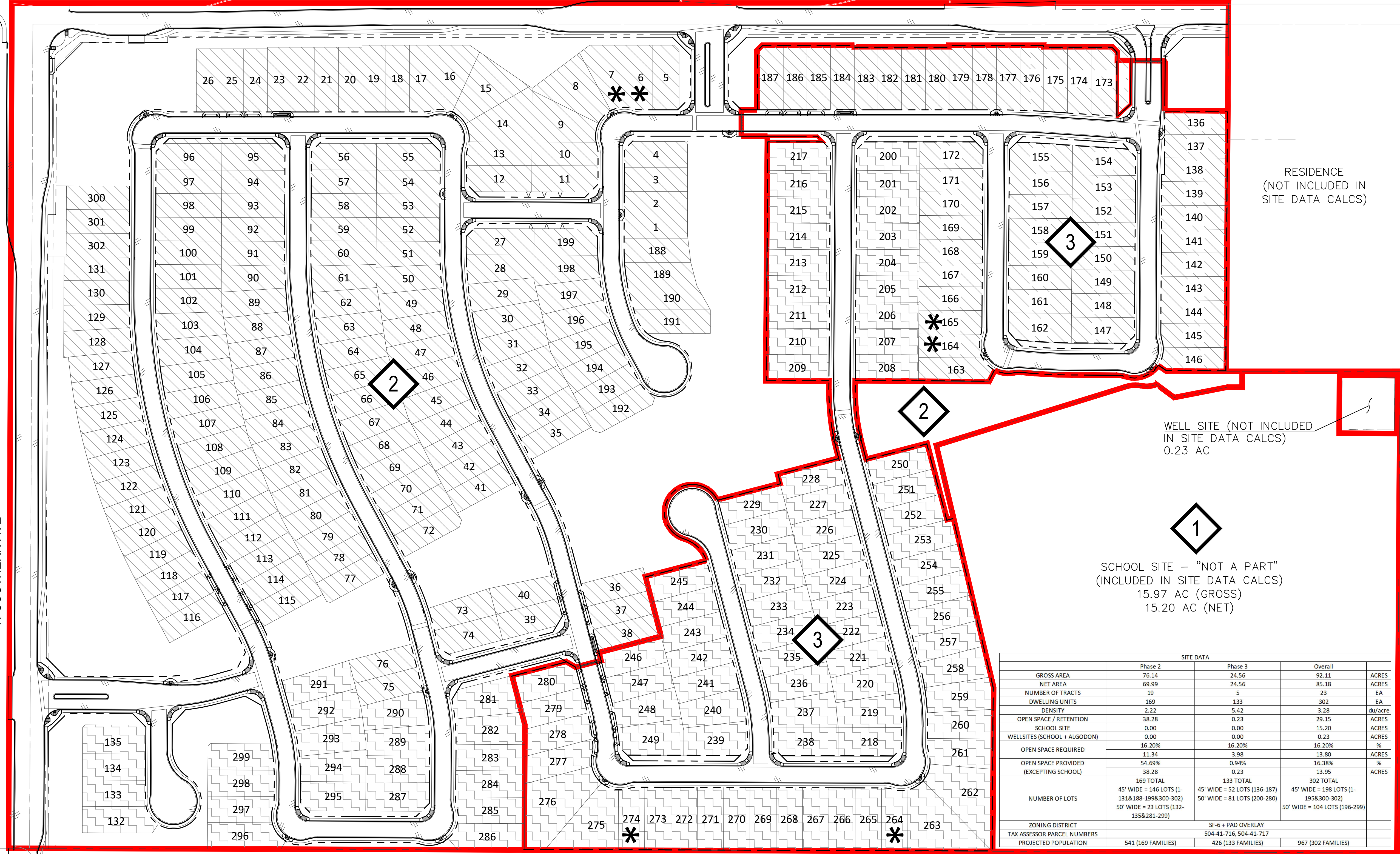
In addition to providing concrete pathways along street sections, Algodon will provide an internal trail system with traditional sidewalks and decomposed granite connections throughout the open space. This trail system will be included as an enhancement to the drainage channel as the primary north-south off-street system. This provides a safer and more aesthetically pleasing way to walk and bike through the neighborhood.

DEVELOPMENT SCHEDULE

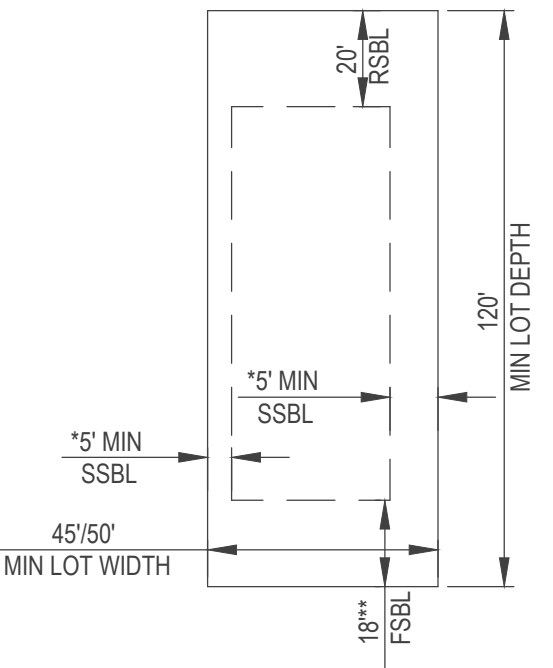
Phase 1 of this project was developed as Marionneaux Elementary. The remainder of the project will be developed in two additional residential segments denoted Phase 2 & Phase 3 as reflected in Figure 4-Phasing Exhibit.

W SOUTHERN AVE

S APACHE ROAD



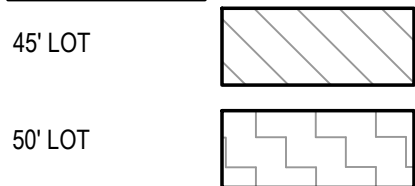
VICINITY MAP
NTS



NOTE:
*5' MIN WITH 10' ON CORNER LOTS ADJACENT TO RIGHT OF WAY
**ALL DRIVEWAYS SHALL BE 20' AS MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK

TYPICAL LOT
DETAIL
NTS

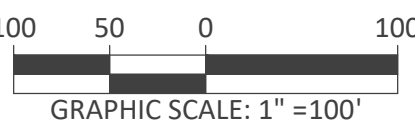
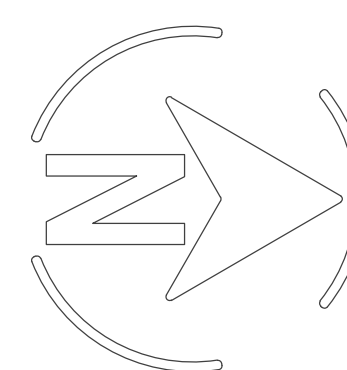
LEGEND



PHASE LINE

PHASE # 1

SUBSTANDARD LOT DEPTH OF 115' *



SITE DATA				
	Phase 2	Phase 3	Overall	
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WELLSITES (SCHOOL + ALGODON)	0.00	0.00	0.23	ACRES
OPEN SPACE REQUIRED	16.20%	16.20%	16.20%	%
	11.34	3.98	13.80	ACRES
OPEN SPACE PROVIDED (EXCEPTING SCHOOL)	54.69%	0.94%	16.38%	%
	38.28	0.23	13.95	ACRES
169 TOTAL	133 TOTAL	302 TOTAL		
45' WIDE = 146 LOTS (1-131&188-199&300-302)	45' WIDE = 52 LOTS (136-187)	45' WIDE = 198 LOTS (1-195&300-302)		
50' WIDE = 23 LOTS (132-135&281-299)	50' WIDE = 81 LOTS (200-280)	50' WIDE = 104 LOTS (196-299)		
NUMBER OF LOTS				
ZONING DISTRICT	SF-6 + PAD OVERLAY			
TAX ASSESSOR PARCEL NUMBERS	504-41-716, 504-41-717			
PROJECTED POPULATION	541 (169 FAMILIES)	426 (133 FAMILIES)	967 (302 FAMILIES)	

PHASING SUMMARY			
PHASE #	45' LOTS	50' LOTS	NOTES
1	-	-	EXISTING SCHOOL SITE
2	146	23	LOTS 1-135, 188-199, 281-302
3	52	81	LOTS 136-187, 200-280

- NOTES:
1. TYPICAL LOTS ARE MINIMUM 120' DEEP WITH 5' SIDEYARD OFFSETS AND 18' FRONT SETBACK.
 2. SUBSTANDARD LOTS WITH DEPTH OF 115' ARE DENOTED WITH AN "*" (ASTERISK).

PHASING EXHIBIT
ALGODON
NEC OF SOUTHERN AVE AND APACHE RD

DEVELOPMENT STANDARDS

The proposed development standards are outlined below for the SF-6 zoning designation with a PAD Overlay.

DEVELOPMENT STANDARDS		
Criteria	SF-6	Requested PAD
Minimum Net Site Area	6,000 SF	5,000 SF
Minimum Lot Width	55 ft.	43 ft.
Maximum Height	35 ft.	35 ft.
Maximum Building Coverage	50%	60%
Minimum Setbacks		
Front	18 ft. Front Loaded Garage 15 ft. Side Loaded Garage 10 ft. Living Space	18 ft. Front Loaded Garage** 15 ft. Side Loaded Garage 10 ft. Living Space
Total Both Sides	15 ft.	10 ft.
Minimum Side Yard	5 ft.*	5 ft.*
Rear Yard	20 ft.	20 ft.
Street Side	10 ft.	10 ft.

* An additional 5' of setback shall be required for all corner lots adjacent to the public right-of-way.

** All driveways shall be 20-feet measured from the garage to the back of sidewalk

CONCLUSION

Melcor is committed to making Algodon a different, more engaging community in Buckeye. They have carefully integrated social gathering places with both passive and active amenities to build a stronger community. We are respectfully asking for the final plat request in this narrative.

"ALGODON PHASE 3"
A REPLAT OF TRACT AB, "ALGODON PHASE 2", RECORDED IN BOOK _____ OF MAPS,
PAGE ____, RECORDS OF MARICOPA COUNTY, ARIZONA, IN THE CITY OF BUCKEYE, COUNTY
OF MARICOPA, STATE OF ARIZONA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION
28, TOWNSHIP 1 NORTH, RANGE 3 WEST, GILA AND SALT RIVER BASE AND MERIDIAN

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: THAT CW-ALGODON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HAVE SUBDIVIDED UNDER THE NAME ALGODON PHASE 3, A PORTION OF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "ALGODON PHASE 3" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, TRACT, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2021.

CW-ALGODON, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: CORONADO WEST, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MANAGER

BY: JOHN E. CORK, ITS PRESIDENT

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

BEFORE ME THIS ____ DAY OF _____, 2021, JOHN E. CORK PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE PRESIDENT OF CORONADO WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MANAGER OF CW-ALGODON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

LENDER

FC-V FINANCIAL, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: FC-V MGMT LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

BEFORE ME THIS ____ DAY OF _____, 2021, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF FC-V MGMT, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF FC-V FINANCIAL, L.P., A DELAWARE LIMITED PARTNERSHIP, AND ACKNOWLEDGE THAT AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

FLOOD PLAIN CERTIFICATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 004013C2115L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

OWNER

CW-ALGODON, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
8655 SOUTH PRIEST DRIVE
TEMPE, AZ 85284
PHONE: 480-795-3719

DEVELOPER

ASHTON WOODS ARIZONA, LLC
8655 E. VIA DE VENTURA, SUITE F250
SCOTTSDALE, AZ 85258
CONTACT: MARI FLYNN
PHONE: 480-202-6541
EMAIL: MARI.FLYNN@ASHTONWOODS.COM

ENGINEER

JMC ENGINEERING
7315 N. 16TH STREET, SUITE 101
PHOENIX, AZ 85020
CONTACT: KEONE GINES
PHONE: 602-633-2406
EMAIL: KGINES@JMC-ENG.COM

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ____ DAY OF _____, 2021.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____
BUCKEYE CITY ENGINEER DATE _____

BY: _____
BUCKEYE DEVELOPMENT SERVICES DIRECTOR DATE _____

PROJECT/AREA SUMMARY TABLE	
GROSS AREA	1,069,667 SQ. FT./24.556 AC.
PUBLIC ROW	240,831 SQ. FT./5.528 AC.
NET AREA	828,836 SQ. FT./19.028 AC.
AREA OF TRACTS	10,045 SQ. FT./0.230 AC.
AREA OF LOTS	818,791 SQ. FT./18.797 AC.
SITE DATA	
TOTAL NUMBER OF LOTS	133
OVERALL DENSITY	5.42 DU/ACRE
AVERAGE AREA PER LOT	6,156 SQ. FT./0.141 AC.
PERCENTAGE OF OPEN SPACE	0.23%

NOTES

- 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
- 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.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THIS SITE CONSISTS OF A TOTAL OF 133 LOTS AND 5 TRACTS IN ZONE SF-6 WITH PAD OVERLAY - ALGODON.
- 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.
- PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
- PROPERTY IS SUBJECT TO THE MAINTENANCE IMPROVEMENT DISTRICT (MID-2020-005) AND THE STREETLIGHT IMPROVEMENT DISTRICT (SLID-2006-017).
- PROPERTY IS SUBJECT TO AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CANALS, DITCHES AND LATERALS AND INCIDENTAL PURPOSES, RECORDED AS BOOK 42 OF MISCELLANEOUS RECORDS, PAGE 137.
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "WATSON ROAD COMMUNITY FACILITIES DISTRICT, WAIVER AND DEVELOPMENT AGREEMENT" RECORDED OCTOBER 19, 2005 AS 2005-1559019 OF OFFICIAL RECORDS AND RE-RECORDED NOVEMBER 15, 2005 AS 2005-1727787 OF OFFICIAL RECORDS.
- PROPERTY IS SUBJECT TO AGREEMENT AND NOTICE OF MUNICIPAL PROVIDER REPORTING REQUIREMENTS FOR COTTON MEADOWS REGARDING MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT RECORDED AS 2006-0879793 OF OFFICIAL RECORDS.
- PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION WITH THE FLOOD CONTROL DISTRICT OF SAID COUNTY AS DISCLOSED BY INSTRUMENT RECORDED MARCH 24, 2015 AS 2015-0196054 OF OFFICIAL RECORDS.
- PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS AND SET-BACK LINES AS SET FORTH ON THE PLAT RECORDED AS BOOK 1275 OF MAPS, PAGE 48, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
- THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON MAY 26, 2020, WITH ADWR CERTIFICATE # 31-401981.0001.
- IF THE DEVELOPMENT IS WITHIN THE CITY OF BUCKEYE'S WATER SERVICE AREA, THE PROPERTY OWNER/DEVELOPER SHALL NOTIFY THE CITY'S WATER RESOURCES DEPARTMENT OF THE LOCATION OF ANY REGISTERED AND UNREGISTERED WELLS ON THE PROPERTY AND THE PROPERTY OWNER/DEVELOPER AND THE CITY'S WATER RESOURCES DEPARTMENT SHALL MEET AND CONFER TO DETERMINE IF THE WELLS ARE BENEFICIAL OR WHETHER THEY SHALL BE ABANDONED. WELLS SHALL BE ABANDONED BY THE PROPERTY OWNER/DEVELOPER IF THE CITY'S WATER RESOURCES DEPARTMENT DETERMINES THAT THEY PRESENT A HEALTH AND SAFETY HAZARD OR ARE CONTRIBUTING TO GROUNDWATER CONTAMINATION AND ARE NOT ABLE TO BE REHABILITATED, MODIFIED, OR RE-DRILLED TO PREVENT THE HEALTH AND SAFETY HAZARD OR GROUNDWATER CONTAMINATION.

REFERENCES

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

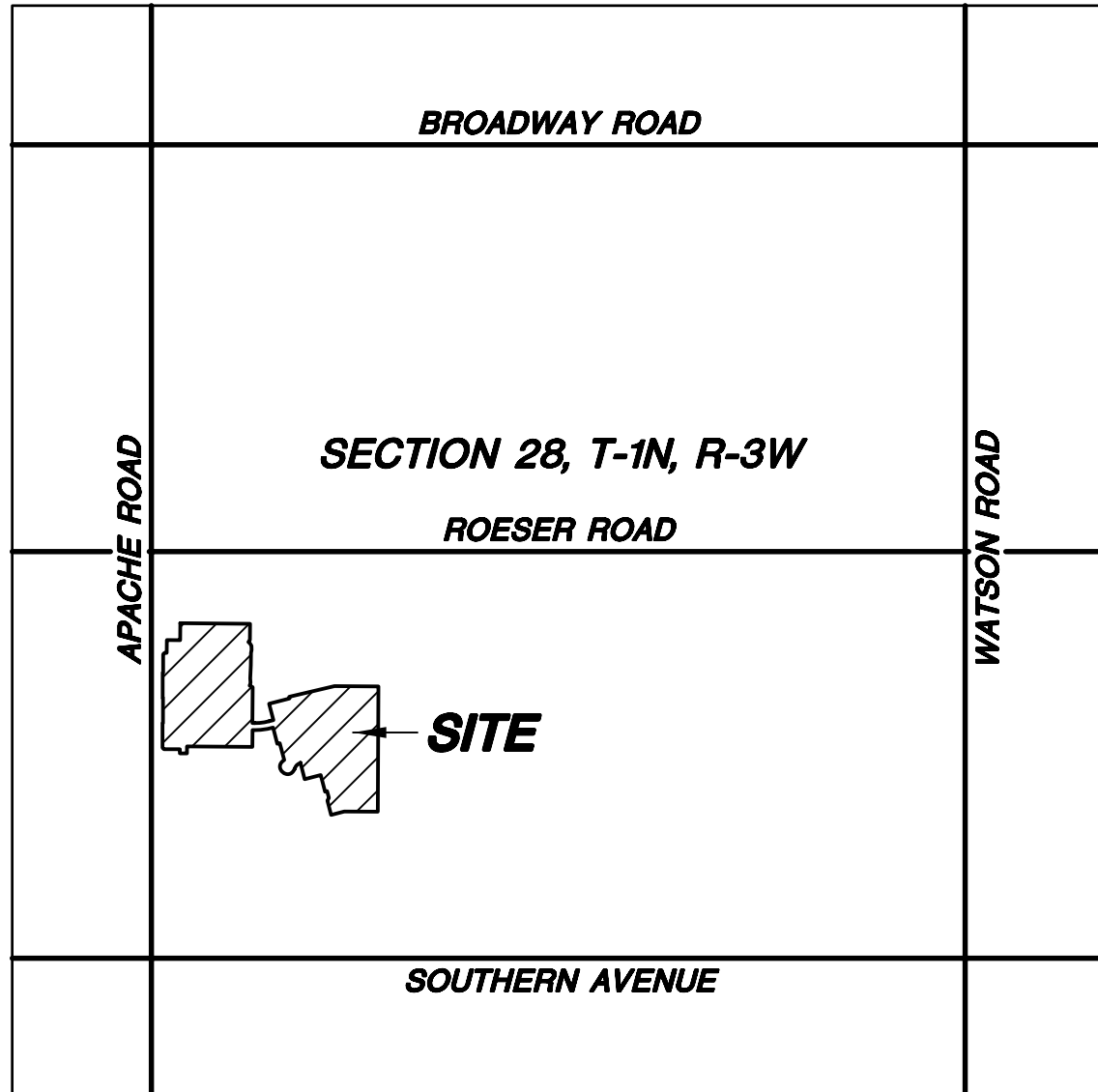
MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 638 OF MAPS, PAGE 32, MARICOPA COUNTY RECORDS

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

RECORD OF SURVEY IN BOOK 1234 OF MAPS, PAGE 4, MARICOPA COUNTY RECORDS

SUBDIVISION OF "COTTON MEADOWS" RECORDED IN BOOK 1275 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1437 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS



VICINITY MAP

NOT TO SCALE

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF APACHE ROAD, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, USING A BEARING OF NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST, BASED ON GEODETIC AND CADASTRAL SURVEY COORDINATES.

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - OVERALL BOUNDARY & TRACT TABLE
SHEETS 3-4 - MAP DETAILS
SHEETS 5-6 - EASEMENT DETAILS
SHEET 7 - LINE TABLES
SHEET 8 - LINE & CURVE TABLES
SHEET 9 - LOT TABLE, LOT DETAILS & DEVELOPMENT STANDARDS

CERTIFICATION

I, DAVID S. KLEIN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 9 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF OCTOBER, 2021, THAT THIS 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.

DAVID S. KLEIN
R.L.S. 42137
OCTOBER 27, 2021
— FOR REVIEW —
NOT FOR
CONSTRUCTION
OR RECORDING



EXPIRES 3/31/23

PLS-20-00090
"ALGODON PHASE 3"
NEC APACHE ROAD & SOUTHERN AVENUE, BUCKEYE, AZ 85326

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
602-869-0223 (office) 602-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



DWN: JW CHK: DK
SHEET 1 OF 9
DATE: 10/27/2021
JOB: 202010072

TRACT	AREA (SF)	AREA (AC)	USE
I	1,999 SQ. FT.	0.046 ACRES	LANDSCAPE OPEN SPACE
J	2,003 SQ. FT.	0.046 ACRES	LANDSCAPE OPEN SPACE
K	2,000 SQ. FT.	0.046 ACRES	LANDSCAPE OPEN SPACE
L	2,020 SQ. FT.	0.046 ACRES	LANDSCAPE OPEN SPACE
M	2,023 SQ. FT.	0.046 ACRES	LANDSCAPE OPEN SPACE
TOTAL	10,045 SQ. FT.	0.230 ACRES	

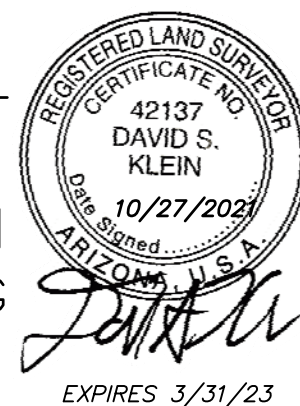
NEC ALGODON PHASE 3”
APACHE ROAD & SOUTHERN AVENUE, BUCKEYE, AZ 85326

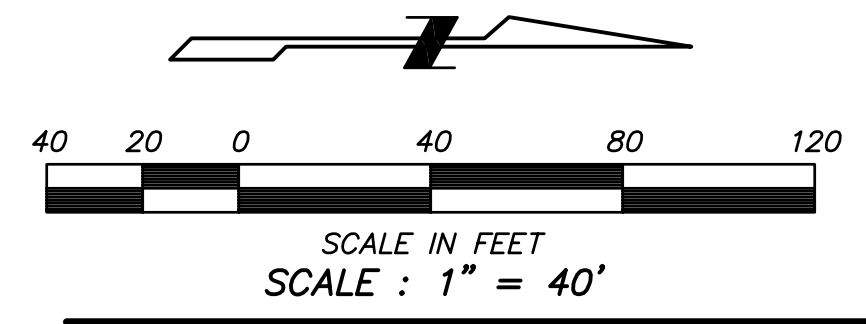
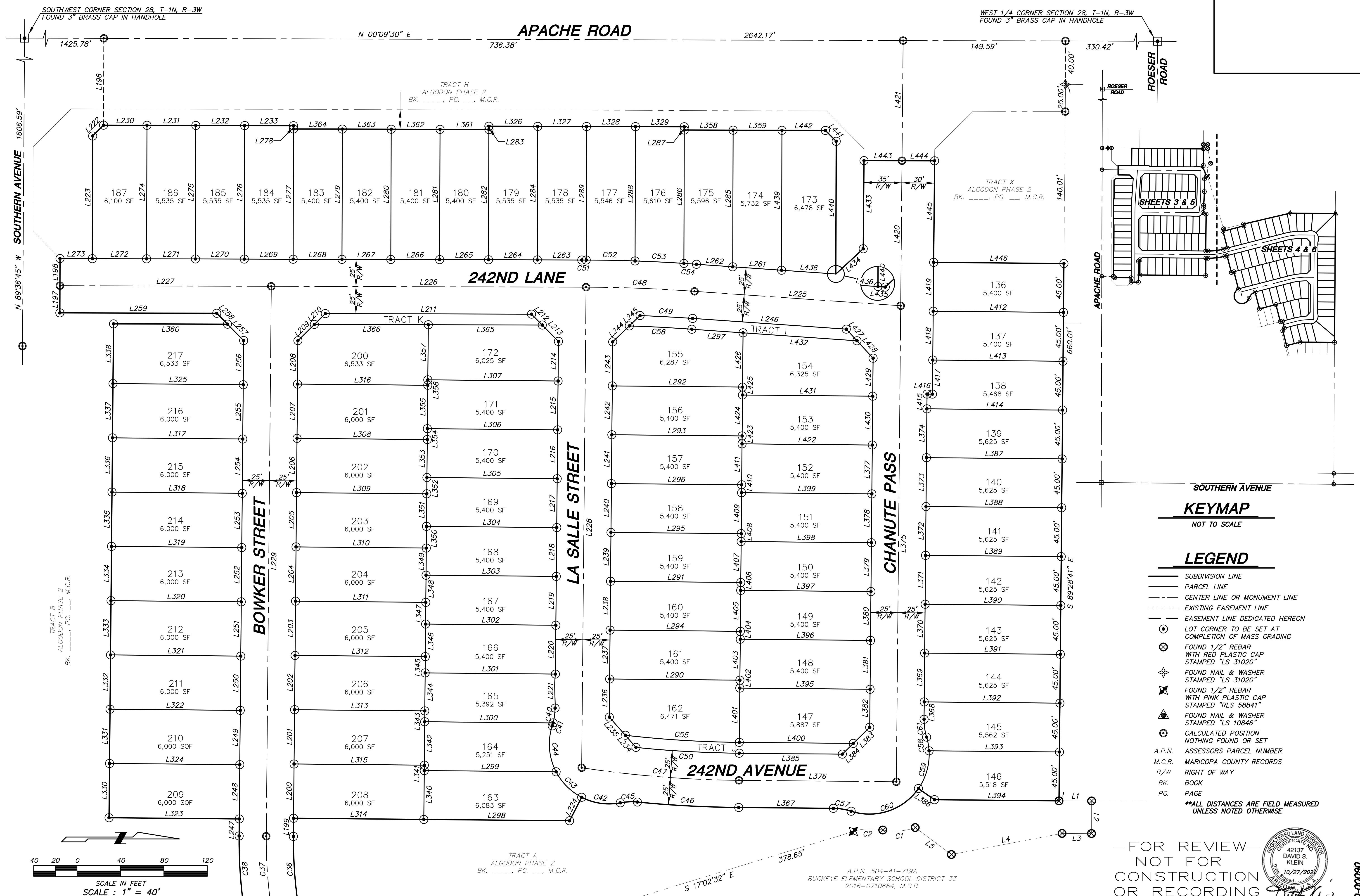
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www.superiorsurveying.com
info@superiorsurveying.com



DWN: JW CHK: D
SHEET 2 OF 9
DATE: 10/27/202
JOB: 20201007

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OR RECORDING

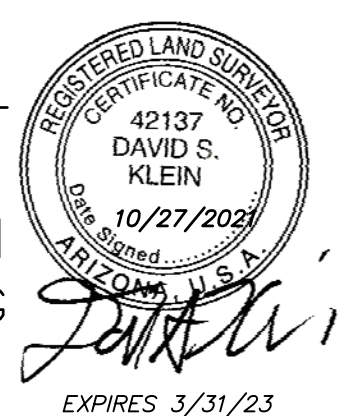




KEYMAP
NOT TO SCALE

- LEGEND**
- SUBDIVISION LINE
 - PARCEL LINE
 - CENTER LINE OR MONUMENT LINE
 - EXISTING EASEMENT LINE
 - EASEMENT LINE DEDICATED HEREON
 - LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
 - FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "LS 31020"
 - FOUND NAIL & WASHER STAMPED "LS 31020"
 - FOUND 1/2" REBAR WITH PINK PLASTIC CAP STAMPED "RLS 58841"
 - FOUND NAIL & WASHER STAMPED "LS 10846"
 - CALCULATED POSITION NOTHING FOUND OR SET
 - A.P.N. ASSESSOR'S PARCEL NUMBER
 - M.C.R. MARICOPA COUNTY RECORDS
 - R/W RIGHT OF WAY
 - BK. BOOK
 - PG. PAGE
- **ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE**

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SEE SHEET 4

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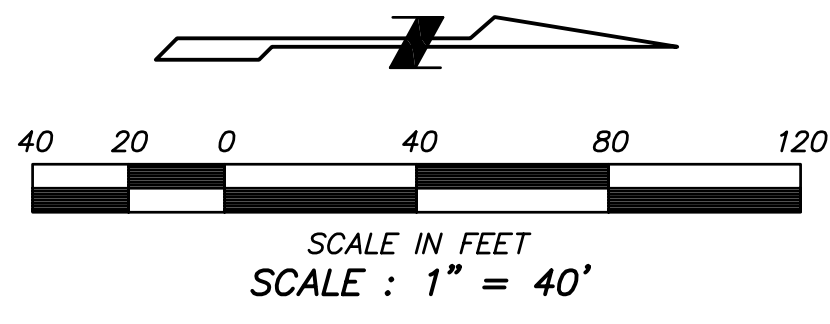
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DLN: JW CHK: DK
SHEET 3 OF 9
DATE: 10/27/2021
JOB: 202010072

PLS-20-00090

SEE SHEET 3



TRACT B
ALGODON PHASE 2
BK. _____, PG. _____, M.C.R.

LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
- FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "LS 31020"
- FOUND NAIL & WASHER STAMPED "LS 31020"
- FOUND 1/2" REBAR WITH PINK PLASTIC CAP STAMPED "RLS 58841"
- FOUND NAIL & WASHER STAMPED "LS 10846"
- CALCULATED POSITION NOTHING FOUND OR SET
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE

****ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE**

A.P.N. 504-41-719A
BUCKEYE ELEMENTARY SCHOOL DISTRICT 33
2016-0710884, M.C.R.

"ALGODON PHASE 3"

NEC APACHE ROAD & SOUTHERN AVENUE, BUCKEYE, AZ 85326

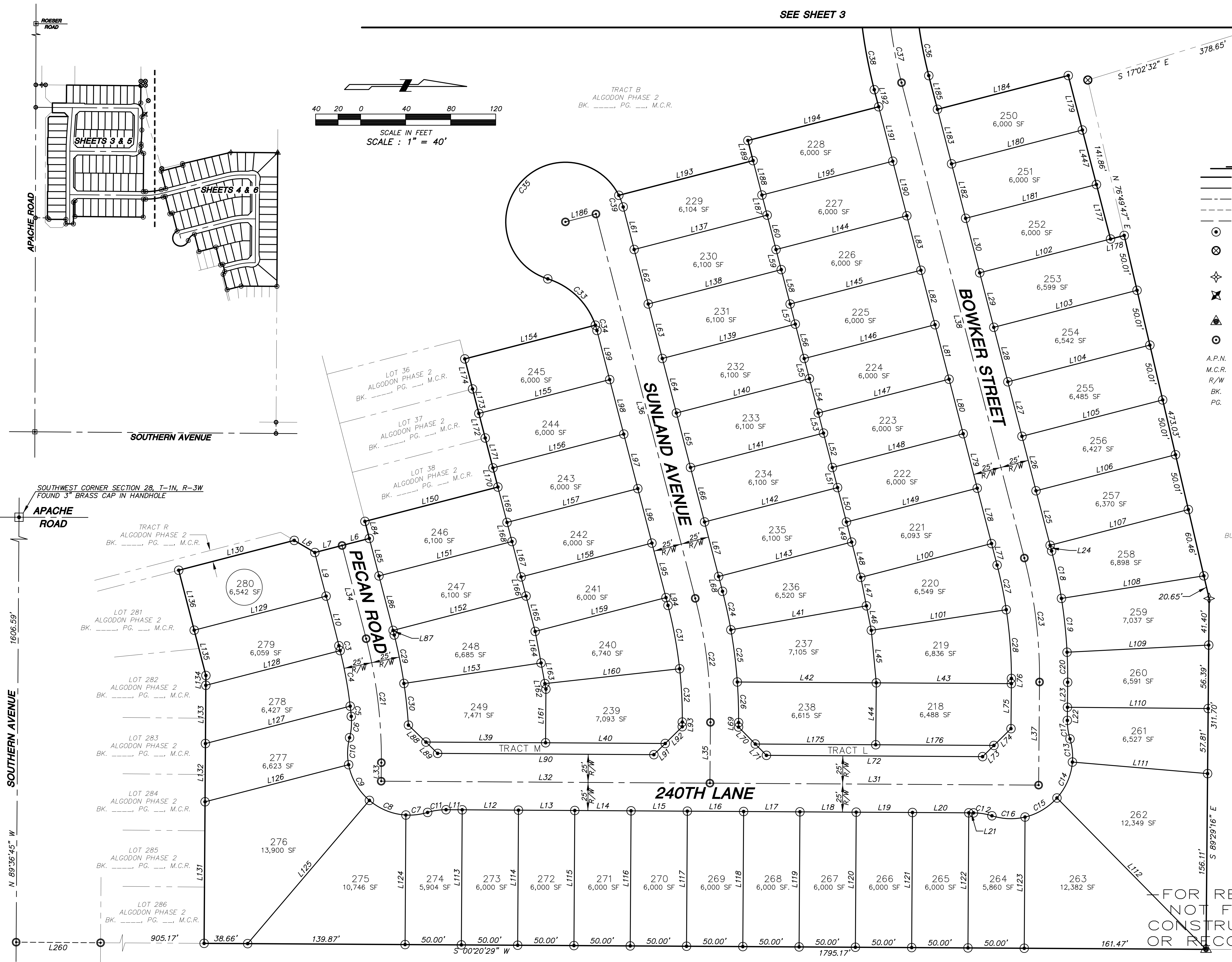
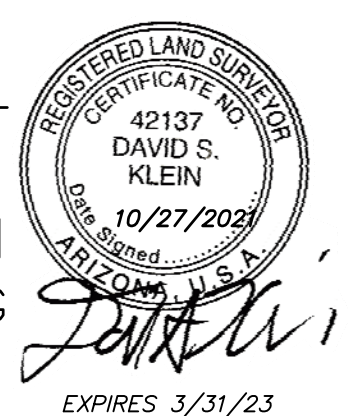
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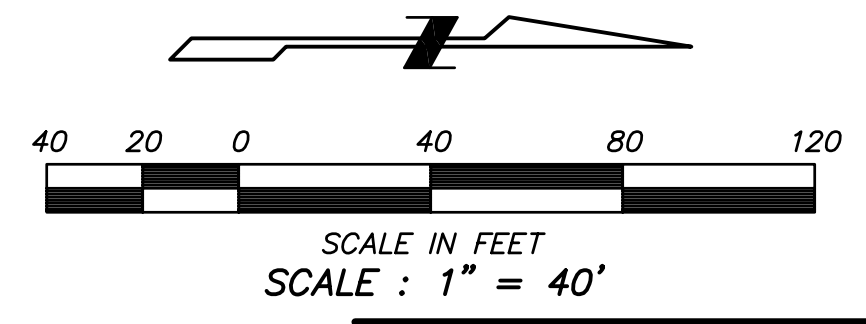
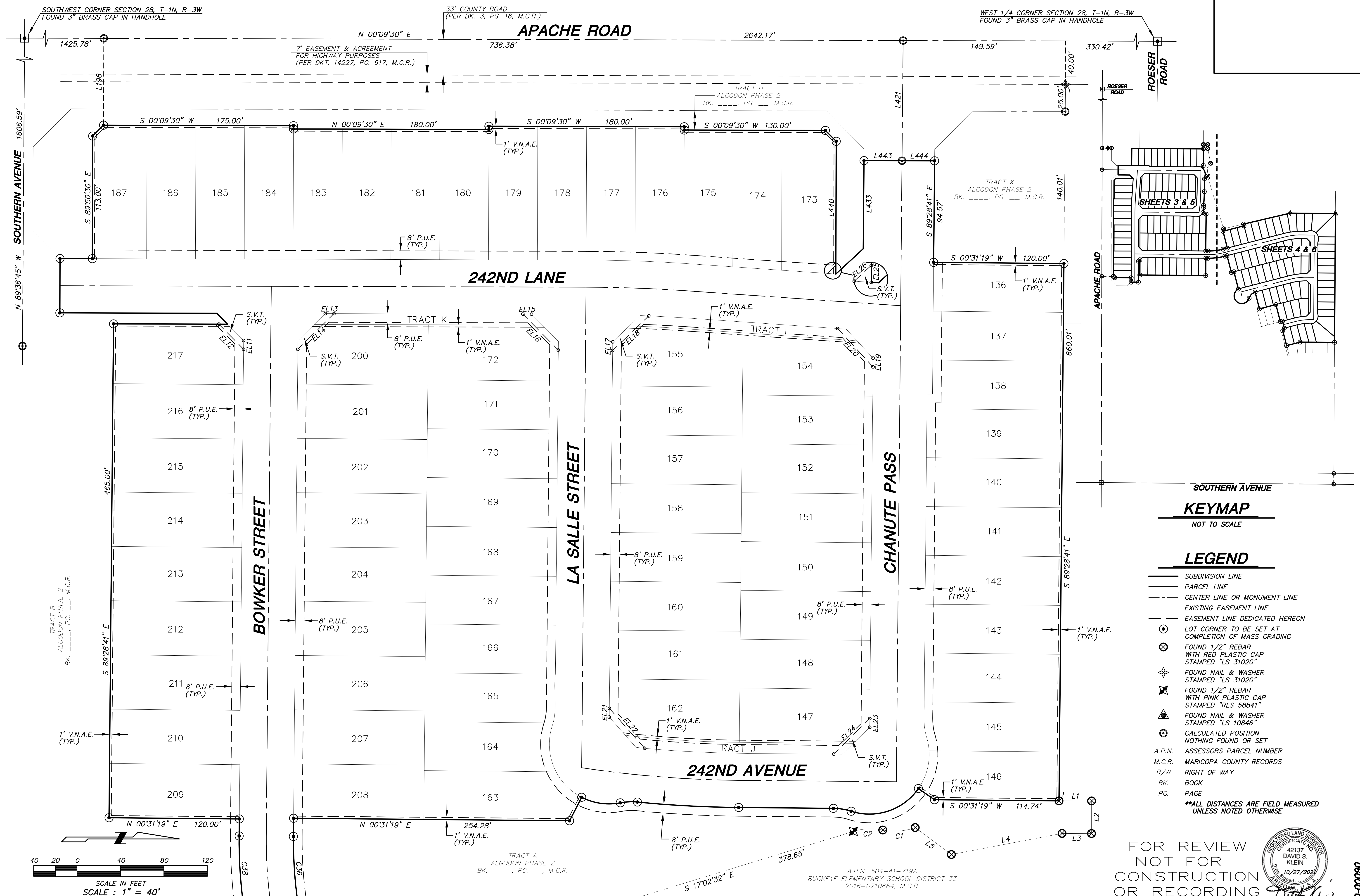
PLZS-20-00090

DWN: JW CHK: DK
SHEET 4 OF 9
DATE: 10/27/2021
JOB: 202010072

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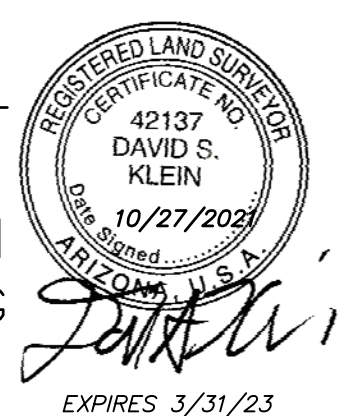


RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.



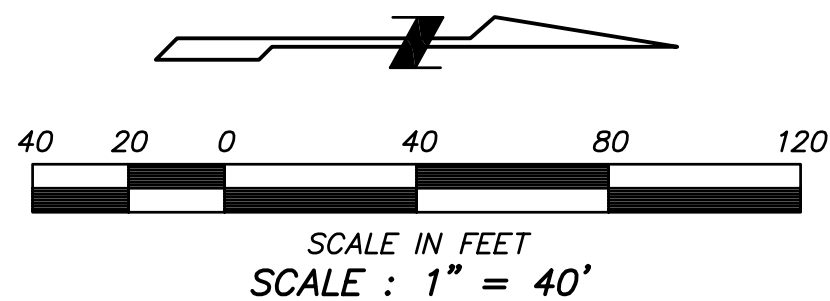
- LEGEND**
- SUBDIVISION LINE
 - PARCEL LINE
 - CENTER LINE OR MONUMENT LINE
 - EXISTING EASEMENT LINE
 - EASEMENT LINE DEDICATED HEREON
 - LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
 - FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "LS 31020"
 - FOUND NAIL & WASHER STAMPED "LS 31020"
 - FOUND 1/2" REBAR WITH PINK PLASTIC CAP STAMPED "RLS 58841"
 - FOUND NAIL & WASHER STAMPED "LS 10846"
 - CALCULATED POSITION NOTHING FOUND OR SET
 - A.P.N. ASSESSORS PARCEL NUMBER
 - M.C.R. MARICOPA COUNTY RECORDS
 - R/W RIGHT OF WAY
 - BK. BOOK
 - PG. PAGE
 - **ALL DISTANCES ARE FIELD MEASURED UNLESS NOTED OTHERWISE

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OR RECORDING



SEE SHEET 6

SEE SHEET 5



TRACT B
ALGODON PHASE 2
BK. _____, PG. _____, M.C.R.

LEGEND

- SUBDIVISION LINE
- PARCEL LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE DEDICATED HEREON
- LOT CORNER TO BE SET AT COMPLETION OF MASS GRADING
- FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "LS 31020"
- FOUND NAIL & WASHER STAMPED "LS 31020"
- FOUND 1/2" REBAR WITH PINK PLASTIC CAP STAMPED "RLS 58841"
- FOUND NAIL & WASHER STAMPED "LS 10846"
- CALCULATED POSITION NOTHING FOUND OR SET
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
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A.P.N. 504-41-719A
BUCKEYE ELEMENTARY SCHOOL DISTRICT 33
2016-0710884, M.C.R.

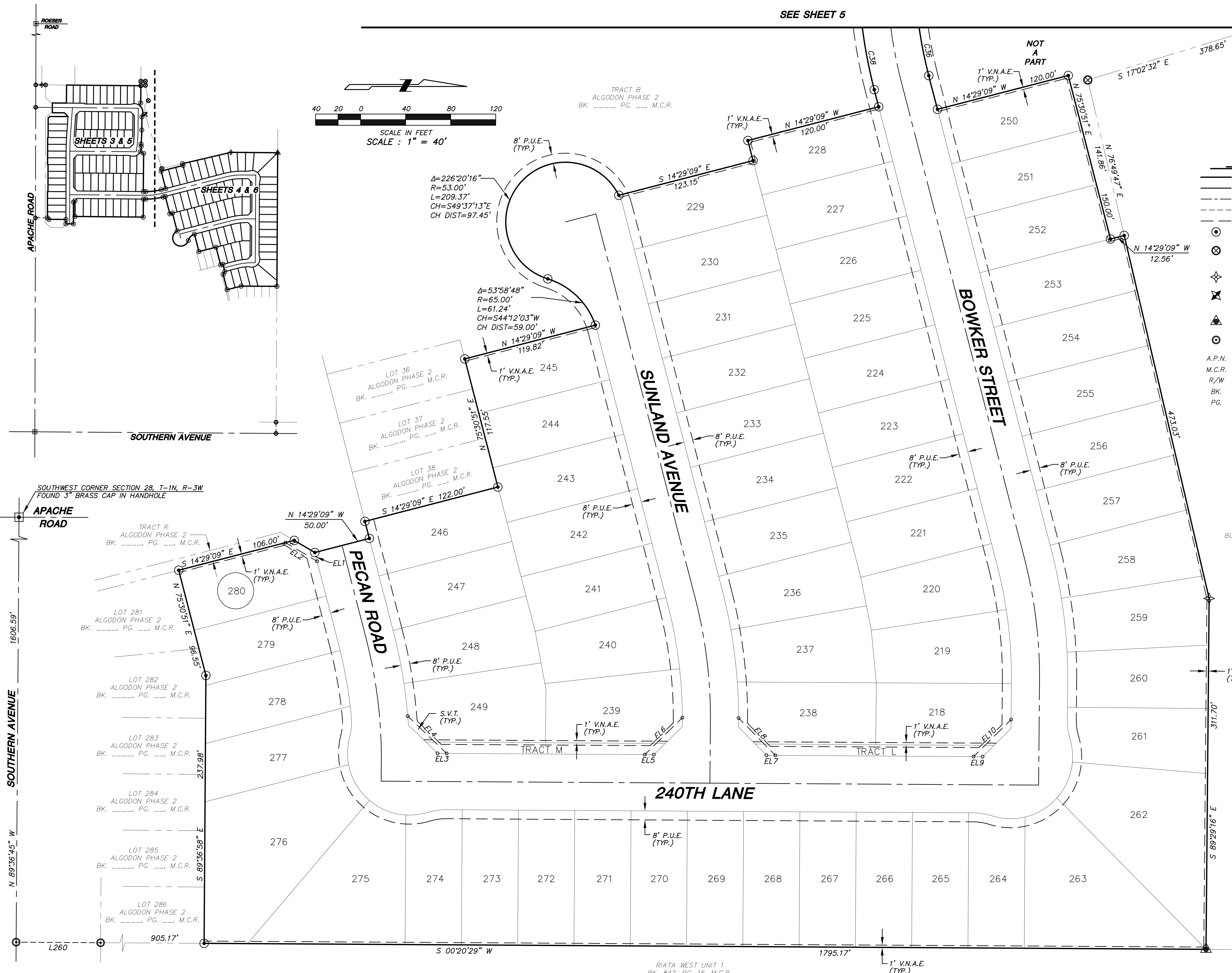
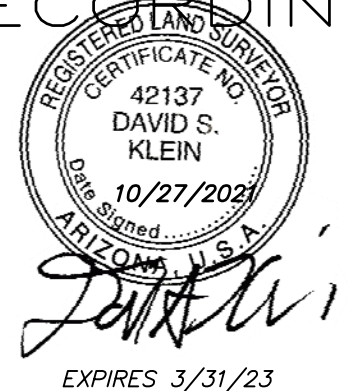
"ALGODON PHASE 3"
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SHEET 6 OF 9
DATE: 10/27/2021
JOB: 202010072

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RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°09'30" E	30.00'
L2	S 89°52'41" E	30.04'
L3	S 00°13'16" W	27.15'
L4	S 10°47'59" E	103.78'
L5	S 36°43'17" W	41.58'
L6	N 14°29'09" W	25.00'
L7	N 14°29'09" W	25.00'
L8	S 30°30'51" W	21.21'
L9	S 75°30'51" W	40.00'
L10	S 75°30'51" W	45.53'
L11	S 00°20'29" W	14.33'
L12	S 00°20'29" W	50.00'
L13	S 00°20'29" W	50.00'
L14	S 00°20'29" W	50.00'
L15	S 00°20'29" W	50.00'
L16	S 00°20'29" W	50.00'
L17	S 00°20'29" W	50.00'
L18	S 00°20'29" W	50.00'
L19	S 00°20'29" W	50.00'
L20	S 00°20'29" W	50.00'
L21	S 00°20'29" W	4.18'
L22	S 89°29'16" E	11.65'
L23	S 89°29'16" E	22.24'
L24	N 75°30'51" E	5.25'
L25	N 75°30'51" E	50.00'
L26	N 75°30'51" E	50.00'
L27	N 75°30'51" E	50.00'
L28	N 75°30'51" E	50.00'
L29	N 75°30'51" E	50.00'
L30	N 75°30'51" E	50.00'
L31	N 00°20'29" E	292.00'
L32	N 00°20'29" E	292.00'
L33	S 89°29'16" E	16.47'
L34	N 75°30'51" E	85.53'
L35	S 89°29'16" E	54.04'
L36	N 75°30'51" E	352.66'
L37	S 89°29'16" E	91.61'
L38	N 75°30'51" E	436.19'
L39	S 00°20'29" W	106.28'
L40	S 00°20'29" W	106.28'
L41	N 10°01'52" W	122.29'
L42	S 00°20'29" W	123.45'
L43	S 00°20'29" W	120.00'
L44	S 89°29'16" E	55.00'
L45	N 84°34'38" E	46.86'
L46	N 78°43'19" E	22.18'
L47	N 78°43'19" E	25.80'
L48	N 75°30'51" E	32.34'
L49	N 75°30'51" E	18.44'
L50	N 75°30'51" E	31.56'
L51	N 75°30'51" E	18.44'
L52	N 75°30'51" E	31.56'
L53	N 75°30'51" E	18.44'
L54	N 75°30'51" E	31.56'
L55	N 75°30'51" E	18.44'
L56	N 75°30'51" E	31.56'
L57	N 75°30'51" E	18.44'
L58	N 75°30'51" E	31.56'
L59	N 75°30'51" E	18.44'
L60	N 75°30'51" E	31.56'
L61	S 75°30'51" W	39.01'
L62	S 75°30'51" W	50.00'
L63	S 75°30'51" W	50.00'
L64	S 75°30'51" W	50.00'
L65	S 75°30'51" W	50.00'
L66	S 75°30'51" W	50.00'
L67	S 75°30'51" W	50.00'
L68	S 75°30'51" W	13.65'
L69	N 89°29'16" W	3.97'
L70	S 45°25'37" W	21.18'
L71	S 45°25'37" W	14.12'
L72	S 00°20'29" W	192.00'
L73	S 44°34'23" E	14.16'
L74	S 44°34'23" E	21.24'
L75	S 89°29'16" E	40.00'
L76	S 89°29'16" E	1.68'
L77	N 75°30'51" E	19.75'
L78	N 75°30'51" E	50.78'
L79	N 75°30'51" E	50.00'
L80	N 75°30'51" E	50.00'
L81	N 75°30'51" E	50.00'
L82	N 75°30'51" E	50.00'
L83	N 75°30'51" E	50.00'
L84	S 75°30'51" W	15.65'
L85	S 75°30'51" W	34.35'
L86	S 75°30'51" W	50.00'
L87	S 75°30'51" W	1.18'
L88	S 44°05'00" W	21.66'
L89	S 44°05'00" W	14.46'
L90	S 00°20'29" W	192.08'

LINE TABLE		
LINE	BEARINGS	LENGTH
L91	S 44°34'23" E	14.16'
L92	S 44°34'23" E	21.24'
L93	S 89°29'16" E	4.12'
L94	N 75°30'51" E	7.16'
L95	N 75°30'51" E	50.00'
L96	N 75°30'51" E	50.00'
L97	N 75°30'51" E	50.00'
L98	N 75°30'51" E	50.00'
L99	N 75°30'51" E	45.10'
L100	S 14°29'09" E	120.00'
L101	S 08°41'20" E	121.26'
L102	N 14°29'09" W	120.00'
L103	N 14°29'09" W	131.42'
L104	N 14°29'09" W	130.27'
L105	N 14°29'09" W	129.12'
L106	N 14°29'09" W	127.97'
L107	N 14°29'09" W	126.82'
L108	N 09°00'26" W	128.08'
L109	N 02°53'09" W	126.01'
L110	S 00°30'44" W	125.00'
L111	S 04°52'51" W	120.51'
L112	N 45°26'24" E	188.71'
L113	N 89°39'31" W	120.00'
L114	N 89°39'31" W	120.00'
L115	N 89°39'31" W	120.00'
L116	N 89°39'31" W	120.00'
L117	N 89°39'31" W	120.00'
L118	N 89°39'31" W	120.00'
L119	N 89°39'31" W	120.00'
L120	N 89°39'31" W	120.00'
L121	N 89°39'31" W	120.00'
L122	N 89°39'31" W	120.00'
L123	N 89°39'31" W	116.57'
L124	N 89°39'31" W	115.08'
L125	N 49°38'09" W	166.99'
L126	S 14°29'09" E	131.73'
L127	S 14°29'09" E	132.79'
L128	S 14°29'09" E	123.24'
L129	S 14°29'09" E	121.00'
L130	S 14°29'09" E	106.00'
L131	S 89°36'58" E	125.78'
L132	S 89°36'58" E	51.73'
L133	S 89°36'58" E	51.73'
L134	S 89°36'58" E	8.74'
L135	N 75°30'51" E	41.55'
L136	N 75°30'51" E	55.00'
L137	S 14°29'09" E	122.00'
L138	S 14°29'09" E	122.00'
L139	S 14°29'09" E	122.00'
L140	S 14°29'09" E	122.00'
L141	S 14°29'09" E	122.00'
L142	S 14°29'09" E	122.00'
L143	S 14°29'09" E	122.00'
L144	N 14°29'09" W	120.00'
L145	N 14°29'09" W	120.00'
L146	N 14°29'09" W	120.00'
L147	N 14°29'09" W	120.00'
L148	N 14°29'09" W	120.00'
L149	N 14°29'09" W	120.00'
L150	S 14°29'09" E	122.00'
L151	S 14°29'09" E	122.00'
L152	S 14°29'09" E	122.00'
L153	S 08°30'20" E	123.15'
L154	N 14°29'09" W	119.82'
L155	N 14°29'09" W	120.00'
L156	N 14°29'09" W	120.00'
L157	N 14°29'09" W	120.00'
L158	N 14°29'09" W	120.00'
L159	N 14°29'09" W	120.00'
L160	N 06°16'58" W	120.39'
L161	S 89°37'35" E	47.65'
L162	N 79°27'56" E	5.00'
L163	N 79°27'56" E	18.66'
L164	N 79°27'56" E	28.51'
L165	N 75°30'51" E	32.45'
L166	N 75°30'51" E	17.55'
L167	N 75°30'51" E	32.45'
L168	N 75°30'51" E	17.55'
L169	N 75°30'51" E	32.45'
L170	N 75°30'51" E	17.55'
L171	N 75°30'51" E	27.45'
L172	N 75°30'51" E	22.55'
L173	N 75°30'51" E	22.45'
L174	N 75°30'51" E	27.55'
L175	S 00°20'29" W	107.00'
L176	S 00°20'29" W	105.00'
L177	N 75°30'51" E	50.00'
L178	N 14°29'09" W	12.56'
L179	N 75°30'51" E	50.00'
L180	N 14°29'09" W	120.00'

LINE TABLE		
LINE	BEARINGS	LENGTH
L181	N 14°29'09" W	120.00'
L182	N 75°30'51" E	50.00'
L183	N 75°30'51" E	50.00'
L184	N 14°29'09" W	120.00'
L185	N 75°30'51" E	30.94'
L186	N 14°29'09" W	28.00'
L187	N 75°30'51" E	18.44'
L188	N 75°30'51" E	31.56'
L189	N 75°30'51" E	18.44'
L190	N 75°30'51" E	50.00'
L191	N 75°30'51" E	50.00'
L192	N 75°30'51" E	15.66'
L193	S 14°29'09" E	123.15'
L194	N 14°29'09" W	120.00'
L195	N 14°29'09" W	120.00'
L196	N 89°50'30" W	80.00'
L197	S 89°50'30" E	25.00'
L198	S 89°50'30" E	25.00'
L199	S 89°28'41" E	16.76'
L200	S 89°28'41" E	50.00'
L201	S 89°28'41" E	50.00'
L202	S 89°28'41" E	50.00'
L203	S 89°28'41" E	50.00'
L204	S 89°28'41" E	50.00'
L205	S 89°28'41" E	50.00'
L206	S 89°28'41" E	50.00'
L207	S 89°28'41" E	50.00'
L208	S 89°28'41" E	40.00'
L209	S 44°39'36" E	21.28'
L210	S 44°39'36" E	14.19'
L211	S 00°09'30" W	190.00'
L212	S 45°20'24" W	14.10'
L213	S 45°20'24" W	21.15'
L214	N 89°28'41" W	36.52'
L215	N 89°28'41" W	45.00'
L216	N 89°28'41" W	45.00'
L217	N 89°28'41" W	45.00'
L218	N 89°28'41" W	45.00'
L219	N 89°28'41" W	45.00'
L220	N 89°28'41" W	45.00'
L221	N 89°28'41" W	31.34'
L222	S 44°50'30" E	14.14'
L223	S 89°50'30" E	113.00'
L224	N 62°43'51" W	24.37'
L225	N 03°59'43" E	190.41'
L226	N 00°09'30" E	290.01'
L227	N 00°09'30" E	194.70'
L228	S 89°28'41" E	442.73'
L229	S 89°28'41" E	506.61'
L230	S 00°09'30" W	40.00'
L231	S 00°09'30" W	45.00'
L232	S 00°09'30" W	45.00'
L233	S 00°09'30" W	45.00'
L234	N 48°36'11" E	14.85'
L235	N 48°36'11" E	22.35'
L236	S 89°28'41" E	35.07'
L237	S 89°28'41" E	45.00'
L238	S 89°28'41" E	45.00'
L239	S 89°28'41" E	45.00'
L240	S 89°28'41" E	45.00'
L241	S 89°28'41" E	45.00'
L242	S 89°28'41" E	45.00'
L243	S 89°28'41" E	40.58'
L244	S 43°51'03" E	21.19'
L245	S 43°51'03" E	13.77'
L246	S 03°59'43" W	141.88'
L247	S 89°28'41" E	15.68'
L248	S 89°28'41" E	50.00'
L249	S 89°28'41" E	50.00'
L250	S 89°28'41" E	50.00'
L251	S 89°28'41" E	50.00'
L252	S 89°28'41" E	50.00'
L253	S 89°28'41" E	50.00'
L254	S 89°28'41" E	50.00'
L255	S 89°28'41" E	50.00'
L256	S 89°28'41" E	40.76'
L257	N 45°20'24" E	21.15'
L258	N 45°20'24" E	14.10'
L259	N 00°09'30" E	144.54'
L260	S 00°23'15" W	75.00'
L261	N 03°59'43" E	45.10'
L262	N 03°59'43" E	33.50'
L263	N 00°09'30" E	44.93'
L264	N 00°09'30" E	45.00'
L265	N 00°09'30" E	45.00'
L266	N 00°09'30" E	45.00'
L267	N 00°09'30" E	45.00'
L268	N 00°09'30" E	45.00'
L269	N 00°09'30" E	45.00'
L270	N 00°09'30" E	45.00'

LINE TABLE		
LINE	BEARINGS	LENGTH
L271	N 00°09'30" E	45.00'
L272	N 00°09'30" E	50.00'
L273	N 00°09'30" E	29.78'
L274	S 89°50'30" E	123.00'
L275	S 89°50'30" E	123.00'
L276	S 89°50'30" E	123.00'
L277	S 89°50'30" E	120.00'
L278	S 89°50'30" E	3.00'
L279	S 89°50'30" E	120.00'
L280	S 89°50'30" E	120.00'
L281	S 89°50'30" E	120.00'
L282	S 89°50'30" E	120.00'
L283	S 89°50'30" E	3.00'
L284	S 89°50'30" E	123.00'
L285	S 89°50'30" E	125.87'
L286	S 89°50'30" E	122.85'
L287	S 89°50'30" E	3.00'
L288	S 89°50'30" E	123.71'
L289	S 89°50'30" E	123.00'
L290	S 00°31'19" W	120.00'
L291	S 00°31'19" W	120.00'
L292	S 00°31'19" W	120.00'
L293	S 00°31'19" W	120.00'
L294	S 00°31'19" W	120.00'
L295	S 00°31'19" W	120.00'
L296	S 00°31'19" W	120.00'
L297	N 03°59'43" E	47.27'
L298	N 00°31'19" E	134.28'
L299	N 00°31'19" E	121.47'
L300	N 00°31'19" E	118.28'
L301	N 00°31'19" E	120.00'
L302	N 00°31'19" E	120.00'
L303	N 00°31'19" E	120.00'
L304	N 00°31'19" E	120.00'
L305	N 00°31'19" E	120.00'
L306	N 00°31'19" E	120.00'
L307	N 00°31'19" E	120.00'
L308	N 00°31'19" E	120.00'
L309	N 00°31'19" E	120.00'
L310	N 00°31'19" E	120.00'
L311	N 00°31'19" E	120.00'
L312	N 00°31'19" E	120.00'
L313	N 00°31'19" E	120.00'
L314	N 00°31'19" E	120.00'
L315	N 00°31'19" E	120.00'
L316	N 00°31'19" E	120.00'
L317	N 00°31'19" E	120.00'
L318	N 00°31'19" E	120.00'
L319	N 00°31'19" E	120.00'
L320	N 00°31'19" E	120.00'
L321	N 00°31'19" E	120.00'
L322	N 00°31'19" E	120.00'
L323	N 00°31'19" E	120.00'
L324	N 00°31'19" E	120.00'
L325	N 00°31'19" E	120.00'
L326	S 00°09'30" W	45.00'
L327	S 00°09'30" W	45.00'
L328	S 00°09'30" W	45.00'
L329	S 00°09'30" W	45.00'
L330	S 89°28'41" E	50.00'
L331	S 89°28'41" E	50.00'
L332	S 89°28'41" E	50.00'
L333	S 89°28'41" E	50.00'
L334	S 89°28'41" E	50.00'
L335	S 89°28'41" E	50.00'
L336	S 89°28'41" E	50.00'
L337	S 89°28'41" E	50.00'
L338	S 89°28'41" E	55.00'
L339	S 89°50'30" E	50.00'
L340	S 89°28'41" E	45.00'
L341	S 89°28'41" E	5.00'
L342	S 89°28'41" E	40.00'
L343	S 89°28'41" E	10.00'
L344	S 89°28'41" E	35.00'
L345	S 89°28'41" E	15.00'
L346	S 89°28'41" E	30.00'
L347	S 89°28'41" E	20.00'
L348	S 89°28'41" E	25.00'
L349	S 89°28'41" E	25.00'
L350	S 89°28'41" E	20.00'
L351	S 89°28'41" E	30.00'
L352	S 89°28'41" E	15.00'
L353	S 89°28'41" E	35.00'
L354	S 89°28'41" E	10.00'
L355	S 89°28'41" E	40.00'
L356	S 89°28'41" E	5.00'
L357	S 89°28'41" E	50.76'
L358	S 00°09'30" W	45.00'
L359	S 00°09'30" W	45.00'
L360	N 00°09'30" E	105.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'49"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°41'07"E	27.11'
C3	400.00'	0°38'25"	4.47'	S75°50'03"W	4.47'
C4	400.00'	7°11'11"	50.17'	S79°44'51"W	50.14'
C5	400.00'	1°18'26"	9.13'	S83°59'40"W	9.13'
C6	55.00'	19°53'03"	19.09'	N85°24'36"W	18.99'
C7	55.00'	20°21'02"	19.54'	N06°49'29"W	19.43'
C8	55.00'	37°00'49"	35.53'	N21°51'27"E	34.92'
C9	55.00'	38°57'36"	37.40'	N59°50'40"E	36.68'
C10	55.00'	25°12'28"	24.20'	S88°04'18"E	24.00'
C11	55.00'	17°20'29"	16.65'	S08°19'45"E	16.58'
C12	55.00'	17°20'29"	16.65'	S09°00'44"W	16.58'
C13	55.00'	21°42'36"	20.84'	S84°01'33"W	20.72'
C14	55.00'	36°48'35"	35.33'	N66°42'52"W	34.73'
C15	55.00'	34°56'56"	33.55'	N30°50'06"W	33.03'
C16	55.00'	31°02'37"	29.80'	N02°09'40"E	29.44'
C17	55.00'	17°20'29"	16.65'	N81°50'29"E	16.58'
C18	450.00'	5°28'44"	43.03'	S78°15'12"W	43.01'
C19	450.00'	6°07'17"	48.08'	S84°03'13"W	48.05'
C20	450.00'	3°23'53"	26.69'	S88°48'47"W	26.68'
C21	425.00'	14°59'53"	111.25'	S83°00'47"W	110.93'
C22	425.00'	14°59'53"	111.25'	S83°00'47"W	110.93'
C23	425.00'	14°59'53"	111.25'	S83°00'47"W	110.93'
C24	450.00'	4°27'18"	34.99'	S77°44'29"W	34.98'
C25	450.00'	5°57'03"	46.74'	S82°56'40"W	46.72'
C26	450.00'	4°35'32"	36.07'	S88°12'58"W	36.06'
C27	400.00'	5°47'50"	40.47'	S78°24'45"W	40.45'
C28	400.00'	9°12'03"	64.23'	S85°54'42"W	64.17'
C29	450.00'	5°58'49"	46.97'	S78°30'15"W	46.95'
C30	450.00'	4°44'21"	37.22'	S83°51'50"W	37.21'
C31	400.00'	8°12'11"	57.27'	S79°36'56"W	57.22'
C32	400.00'	6°47'42"	47.44'	S87°06'53"W	47.41'
C33	65.00'	53°58'48"	61.24'	S44°12'03"W	59.00'
C34	65.00'	4°19'24"	4.90'	S73°21'09"W	4.90'
C35	53.00'	226°20'16"	209.37'	S49°37'13"E	97.45'
C36	395.00'	15°00'28"	103.46'	N83°01'05"E	103.17'
C37	420.00'	15°00'28"	110.01'	N83°01'05"E	109.70'
C38	445.00'	15°00'28"	116.56'	N83°01'05"E	116.23'
C39	53.00'	11°58'01"	11.07'	S69°31'56"W	11.05'
C40	55.00'	14°22'57"	13.81'	N82°17'13"W	13.77'
C41	55.00'	2°57'33"	2.84'	N73°36'58"W	2.84'
C42	55.00'	38°07'33"	36.60'	N08°12'23"E	35.93'
C43	55.00'	35°11'22"	33.78'	N44°51'50"E	33.25'
C44	55.00'	45°24'16"	43.59'	N85°09'40"E	42.45'
C45	55.00'	16°28'19"	15.81'	S02°37'14"E	15.76'
C46	1052.18'	5°05'37"	93.54'	N03°04'07"E	93.51'
C47	1027.18'	8°06'55"	145.49'	N04°34'46"E	145.36'
C48	1399.99'	4°05'34"	100.00'	S02°12'17"W	99.98'
C49	1575.00'	1°45'49"	48.48'	S03°06'48"W	48.48'
C50	1002.18'	5°26'52"	95.29'	N03°14'45"E	95.25'
C51	1424.99'	0°00'11"	0.07'	S00°09'35"W	0.07'
C52	1424.99'	1°48'35"	45.01'	S01°03'58"W	45.01'
C53	1424.99'	1°48'41"	45.05'	S02°52'36"W	45.05'
C54	1424.99'	0°27'59"	11.60'	S04°00'56"W	11.60'
C55	992.18'	6°04'44"	105.26'	N03°33'40"E	105.22'
C56	1364.99'	2°25'00"	57.58'	S03°02'34"W	57.57'
C57	55.00'	17°20'29"	16.65'	S09°11'33"W	16.58'
C58	55.00'	13°22'42"	12.84'	S79°52'10"W	12.81'
C59	55.00'	38°19'17"	36.79'	N74°16'50"W	36.10'
C60	55.00'	72°59'00"	70.06'	N18°37'42"W	65.42'
C61	55.00'	17°20'29"	16.65'	N81°51'04"E	16.58'

EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
EL1	S 75°30'51" W	8.00'
EL2	N 30°30'51" E	32.53'
EL3	S 00°20'29" W	8.00'
EL4	N 43°49'43" E	47.88'
EL5	S 00°20'29" W	8.00'
EL6	N 44°35'22" W	46.73'
EL7	S 00°20'29" W	8.00'
EL8	S 45°24'40" W	46.61'
EL9	S 00°20'29" W	8.00'
EL10	S 44°34'23" E	46.74'
EL11	S 89°28'41" E	8.00'
EL12	N 45°20'24" E	32.42'
EL13	S 00°09'30" W	8.00'
EL14	N 44°39'36" W	46.82'
EL15	S 00°09'30" W	8.00'
EL16	N 45°20'24" E	46.52'
EL17	S 89°28'41" E	8.00'
EL18	S 43°46'41" E	46.10'
EL19	N 89°28'41" W	8.00'
EL20	S 47°15'31" W	48.06'
EL21	S 89°28'41" E	8.00'
EL22	N 48°29'19" E	49.02'
EL23	N 89°28'41" W	8.00'
EL24	S 44°28'41" E	46.67'
EL25	S 89°50'30" E	7.90'
EL26	N 42°44'29" W	10.82'

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



PLS-20-00090

SUPERIOR
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DWN: JW CHK: DK
SHEET 8 OF 9
DATE: 10/27/2021
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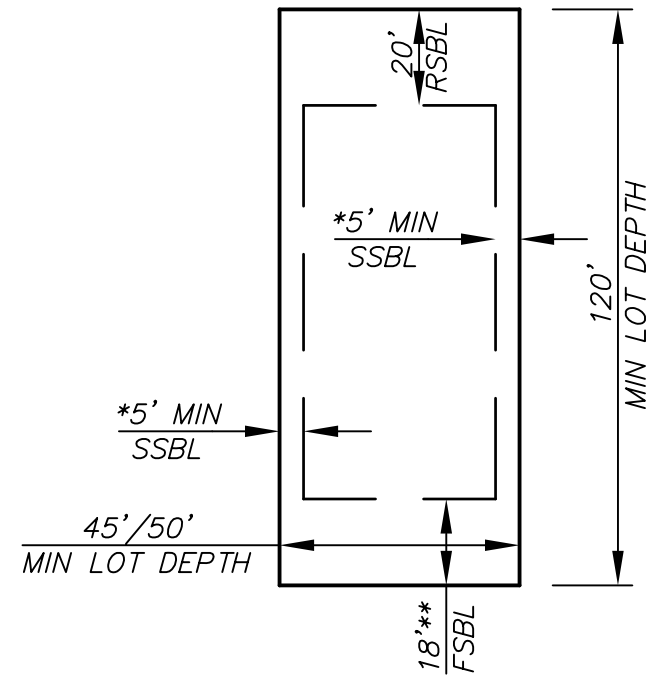
2122 W. Lone Cactus Drive, Suite 11
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”ALGODON PHASE 3”
NEC APACHE ROAD & SOUTHERN AVENUE, BUCKEYE, AZ 85326

LOT TABLE

LOT	AREA (SF)	AREA (AC)
136	5,400 SQ. FT.	0.124 ACRES
137	5,400 SQ. FT.	0.124 ACRES
138	5,468 SQ. FT.	0.126 ACRES
139	5,625 SQ. FT.	0.129 ACRES
140	5,625 SQ. FT.	0.129 ACRES
141	5,625 SQ. FT.	0.129 ACRES
142	5,625 SQ. FT.	0.129 ACRES
143	5,625 SQ. FT.	0.129 ACRES
144	5,625 SQ. FT.	0.129 ACRES
145	5,562 SQ. FT.	0.128 ACRES
146	5,518 SQ. FT.	0.127 ACRES
147	5,887 SQ. FT.	0.135 ACRES
148	5,400 SQ. FT.	0.124 ACRES
149	5,400 SQ. FT.	0.124 ACRES
150	5,400 SQ. FT.	0.124 ACRES
151	5,400 SQ. FT.	0.124 ACRES
152	5,400 SQ. FT.	0.124 ACRES
153	5,400 SQ. FT.	0.124 ACRES
154	6,325 SQ. FT.	0.145 ACRES
155	6,287 SQ. FT.	0.144 ACRES
156	5,400 SQ. FT.	0.124 ACRES
157	5,400 SQ. FT.	0.124 ACRES
158	5,400 SQ. FT.	0.124 ACRES
159	5,400 SQ. FT.	0.124 ACRES
160	5,400 SQ. FT.	0.124 ACRES
161	5,400 SQ. FT.	0.124 ACRES
162	6,471 SQ. FT.	0.149 ACRES
163	6,083 SQ. FT.	0.140 ACRES
164	5,251 SQ. FT.	0.121 ACRES
165	5,392 SQ. FT.	0.124 ACRES
166	5,400 SQ. FT.	0.124 ACRES
167	5,400 SQ. FT.	0.124 ACRES
168	5,400 SQ. FT.	0.124 ACRES
169	5,400 SQ. FT.	0.124 ACRES
170	5,400 SQ. FT.	0.124 ACRES
171	5,400 SQ. FT.	0.124 ACRES
172	6,025 SQ. FT.	0.138 ACRES
173	6,478 SQ. FT.	0.149 ACRES
174	5,732 SQ. FT.	0.132 ACRES
175	5,596 SQ. FT.	0.128 ACRES
176	5,610 SQ. FT.	0.129 ACRES
177	5,546 SQ. FT.	0.127 ACRES
178	5,535 SQ. FT.	0.127 ACRES
179	5,535 SQ. FT.	0.127 ACRES
180	5,400 SQ. FT.	0.124 ACRES
181	5,400 SQ. FT.	0.124 ACRES
182	5,400 SQ. FT.	0.124 ACRES
183	5,400 SQ. FT.	0.124 ACRES
184	5,535 SQ. FT.	0.127 ACRES
185	5,535 SQ. FT.	0.127 ACRES
186	5,535 SQ. FT.	0.127 ACRES
187	6,100 SQ. FT.	0.140 ACRES
200	6,533 SQ. FT.	0.150 ACRES
201	6,000 SQ. FT.	0.138 ACRES
202	6,000 SQ. FT.	0.138 ACRES
203	6,000 SQ. FT.	0.138 ACRES
204	6,000 SQ. FT.	0.138 ACRES
205	6,000 SQ. FT.	0.138 ACRES
206	6,000 SQ. FT.	0.138 ACRES
207	6,000 SQ. FT.	0.138 ACRES
208	6,000 SQ. FT.	0.138 ACRES
209	6,000 SQ. FT.	0.138 ACRES
210	6,000 SQ. FT.	0.138 ACRES
211	6,000 SQ. FT.	0.138 ACRES
212	6,000 SQ. FT.	0.138 ACRES
213	6,000 SQ. FT.	0.138 ACRES
214	6,000 SQ. FT.	0.138 ACRES

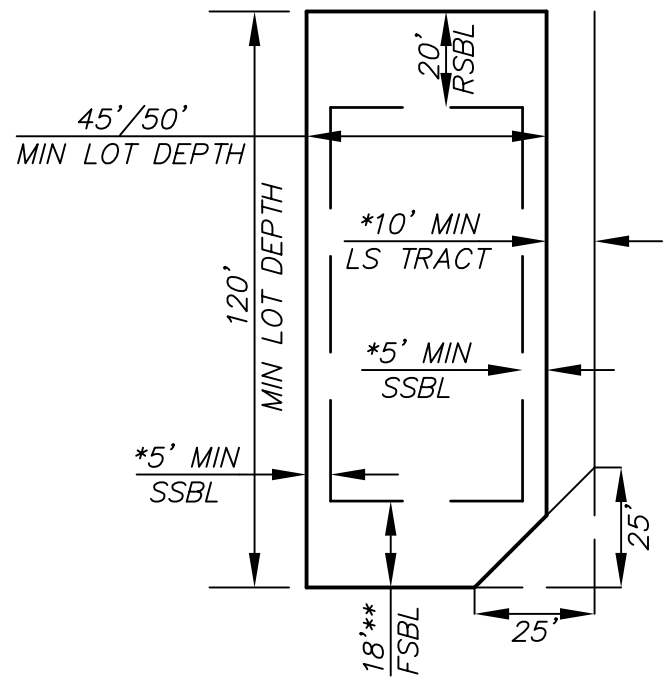
LOT	AREA (SF)	AREA (AC)
215	6,000 SQ. FT.	0.138 ACRES
216	6,000 SQ. FT.	0.138 ACRES
217	6,533 SQ. FT.	0.150 ACRES
218	6,488 SQ. FT.	0.149 ACRES
219	6,836 SQ. FT.	0.157 ACRES
220	6,549 SQ. FT.	0.150 ACRES
221	6,093 SQ. FT.	0.140 ACRES
222	6,000 SQ. FT.	0.138 ACRES
223	6,000 SQ. FT.	0.138 ACRES
224	6,000 SQ. FT.	0.138 ACRES
225	6,000 SQ. FT.	0.138 ACRES
226	6,000 SQ. FT.	0.138 ACRES
227	6,000 SQ. FT.	0.138 ACRES
228	6,000 SQ. FT.	0.138 ACRES
229	6,104 SQ. FT.	0.140 ACRES
230	6,100 SQ. FT.	0.140 ACRES
231	6,100 SQ. FT.	0.140 ACRES
232	6,100 SQ. FT.	0.140 ACRES
233	6,100 SQ. FT.	0.140 ACRES
234	6,100 SQ. FT.	0.140 ACRES
235	6,100 SQ. FT.	0.140 ACRES
236	6,520 SQ. FT.	0.150 ACRES
237	7,105 SQ. FT.	0.163 ACRES
238	6,615 SQ. FT.	0.152 ACRES
239	7,093 SQ. FT.	0.163 ACRES
240	6,740 SQ. FT.	0.155 ACRES
241	6,000 SQ. FT.	0.138 ACRES
242	6,000 SQ. FT.	0.138 ACRES
243	6,000 SQ. FT.	0.138 ACRES
244	6,000 SQ. FT.	0.138 ACRES
245	6,000 SQ. FT.	0.138 ACRES
246	6,100 SQ. FT.	0.140 ACRES
247	6,100 SQ. FT.	0.140 ACRES
248	6,685 SQ. FT.	0.153 ACRES
249	7,471 SQ. FT.	0.172 ACRES
250	6,000 SQ. FT.	0.138 ACRES
251	6,000 SQ. FT.	0.138 ACRES
252	6,000 SQ. FT.	0.138 ACRES
253	6,599 SQ. FT.	0.151 ACRES
254	6,542 SQ. FT.	0.150 ACRES
255	6,485 SQ. FT.	0.149 ACRES
256	6,427 SQ. FT.	0.148 ACRES
257	6,370 SQ. FT.	0.146 ACRES
258	6,898 SQ. FT.	0.158 ACRES
259	7,037 SQ. FT.	0.162 ACRES
260	6,591 SQ. FT.	0.151 ACRES
261	6,527 SQ. FT.	0.150 ACRES
262	12,349 SQ. FT.	0.283 ACRES
263	12,382 SQ. FT.	0.284 ACRES
264	5,860 SQ. FT.	0.130 ACRES
265	6,000 SQ. FT.	0.138 ACRES
266	6,000 SQ. FT.	0.138 ACRES
267	6,000 SQ. FT.	0.138 ACRES
268	6,000 SQ. FT.	0.138 ACRES
269	6,000 SQ. FT.	0.138 ACRES
270	6,000 SQ. FT.	0.138 ACRES
271	6,000 SQ. FT.	0.138 ACRES
272	6,000 SQ. FT.	0.138 ACRES
273	6,000 SQ. FT.	0.138 ACRES
274	5,904 SQ. FT.	0.136 ACRES
275	10,746 SQ. FT.	0.247 ACRES
276	13,900 SQ. FT.	0.319 ACRES
277	6,623 SQ. FT.	0.152 ACRES
278	6,427 SQ. FT.	0.148 ACRES
279	6,059 SQ. FT.	0.139 ACRES
280	6,542 SQ. FT.	0.150 ACRES
TOTAL	818,791 SQ. FT.	18.797 ACRES



- NOTE:
- * AN ADDITIONAL 5' OF SETBACK SHALL BE REQUIRED FOR ALL CORNER LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY
 - ** ALL DRIVEWAYS SHALL BE 20' MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK

TYPICAL INTERIOR LOT DETAIL

NOT TO SCALE



- NOTE:
- * AN ADDITIONAL 5' OF SETBACK SHALL BE REQUIRED FOR ALL CORNER LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY
 - ** ALL DRIVEWAYS SHALL BE 20' MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK

TYPICAL STREET-SIDE LOT DETAIL

NOT TO SCALE

DEVELOPMENT STANDARDS	
CRITERIA	SF-6 WITH PAD OVERLAY
MINIMUM NET SITE AREA	5,000 SF
MINIMUM LOT WIDTH	43 FT.
MAXIMUM HEIGHT	35 FT.
MAXIMUM BUILDING COVERAGE	60%
MINIMUM SETBACKS	
FRONT	18 FT. FRONT LOADED GARAGE** 15 FT. SIDE LOADED GARAGE 10 FT. LIVING SPACE
TOTAL BOTH SIDES	10 FT.
MINIMUM SIDE YARD	5 FT.*
REAR YARD	20 FT.
STREET SIDE	10 FT.

- * AN ADDITIONAL 5' OF SETBACK SHALL BE REQUIRED FOR ALL CORNER LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY
- ** ALL DRIVEWAYS SHALL BE 20' MEASURED FROM THE GARAGE TO THE BACK OF SIDEWALK

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING



”ALGODON PHASE 3”
NEC APACHE ROAD & SOUTHERN AVENUE, BUCKEYE, AZ 85326

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



DWN: JW CHK: DK
SHEET 9 OF 9
DATE: 10/27/2021
JOB: 202010072

PLZS-20-00090



3rd Submittal

PLZS-20-00090

RECEIVED

SEPT 21 2021

CITY OF BUCKEYE by:
WD

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Algodon has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Buckeye Elementary School

Case No: PLZS-19-00019 Planner: Adam Copeland
 Request: _____ Acreage/Parcel Size: 76.14 acres
 Current Density Allowed: 3.0-4.0 Density Proposed: 3.0-4.0
 Total number of residential units proposed: 302

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☒

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

PUBLIC SCHOOLS IN ARIZONA CONTINUE TO BE CHALLENGED BY GROWTH AND INADEQUATE FUNDING.

Is a school site within the proposed development needed? Yes ☐ No ☒

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☒ No ☐

If answered yes, please explain below:

THE DEVELOPER HAS ENTERED INTO A DONATION AGREEMENT WITH BUEHD AND BESO.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 7/13/21

School District: BUCKEYE ELEMENTARY AND BUCKEYE UNION

District Superintendent: DREW DAVIS / JEFF SIMMONS

Phone #: 623 925 3430

E-mail: DDAVIS@BESD33.ORG

Signature: [Signature]

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into by and between **Buckeye Elementary School District #33**, a political subdivision of the State of Arizona, and **Buckeye Union High School District #201**, a political subdivision of the State of Arizona ("Districts"), and ALPORDAN, a residential development located in the Town of Buckeye ("Property") at

(NEC of W. Southwestern Ave and S Apache Rd) effective 9/13/2021.

WHEREAS, Districts desire that Developer/Homebuilder contribute to the impact of growth on the school system.

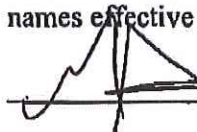
WHEREAS, Districts have agreed to accept a cash donation of Two Thousand Dollars (\$2000), for each single-family detached residential unit initially constructed on the Property.

NOW THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Homebuilder agrees to pay District and District agrees to accept the Donation Amount for each of the approximately 302 Dwelling units to be constructed on the Property.
2. This Agreement may be subject to renegotiation if impact of growth changes within the school districts and the ever changing needs of the districts locate land for school facilities. This agreement will be reviewed by the Districts on a yearly basis before actual home construction starts.
3. The Donation amounts shall be due and payable by Homebuilder/Developer at the close of escrow for each of the Dwelling Units on the Property to a retail purchaser. A check for \$1,300 will be mailed to Buckeye Elementary District #33 and a check for \$700 will be mailed to Buckeye Union High School District #201.
4. The OWNER and/or assigns agree to pay for legal fees to review any documents, agreements, questions, or disputes that the Districts may have pertaining to this project. The District may make use of any legal firm they deem in their best interest.
5. This agreement will be void if final plat approval is not obtained within 10-years of the executed agreement.
6. This Agreement is subject to A.R.S. 38-511

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names effective as of the date first written above.

 and or assigns: _____

Its: VLE PRESIDENT

Buckeye Elementary School District #33 / Buckeye Union High School District #201


Its Superintendents



3rd Submittal

PLZS-20-00090

RECEIVED

SEPT 21 2021

CITY OF BUCKEYE by:
WD

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

This is to certify that

MDAI Cotton Meadows, LLC, an Arizona limited liability company, 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

Algodon

**Township 1 North, Range 3 West, Section 28
GSRB&M Maricopa County, PHOENIX AMA**

The referenced subdivision consists of **299 lots** as described in the preliminary plat on file with the
Department, and has an estimated water demand of **131.75 acre-feet per year**. The subdivision will
be served **groundwater** by **City of Buckeye**.

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: 31-401981.0001

Original Issue Date: July 6, 2006



ARIZONA DEPARTMENT OF WATER RESOURCES

David L. Mize

Program Manager

MAY 26, 2020

Date

TYPE A CERTIFICATE

DOUGLAS A. DUCEY
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 W. Washington St. Suite 310
Phoenix, Arizona 85007
602-771-8621
azwater.gov

Via Electronic and Certified Mail

May 26, 2020

DeAnn Hauver
Southwest Groundwater Consultants, Inc.
3033 N. 44th Street, Suite 120
Phoenix, AZ 85018

**Re: Certificate of Assured Water Supply
Algodon
DWR File No. 31-401981.0001**

Dear Ms. Hauver:

The Arizona Department of Water Resources (Department) has determined that the criteria for an Assured Water Supply pursuant to A.R.S. § 45-576 and A.A.C. R12-15-701 et seq. have been met, and therefore the Director has decided to issue Assured Water Supply Certificate No. 31-401981.0001, attached.

City of Buckeye will provide the water supply to the lots. The source of supply will be groundwater. The annual estimated water demand of the subdivision is 131.75 acre-feet per year for 299 lots, and the groundwater allowance for the 100-year period is 527 acre-feet. Pursuant to A.R.S. § 45-578(F), the total projected average annual replenishment obligation at build-out for each plat under the Certificate is 126.48 acre-feet per year.

The Department suggests you record your Certificate of Assured Water Supply in the appropriate county recorder's office. This will provide you with a permanent public record of the Certificate. This determination is applicable only to the persons or entities specified on the Certificate and for the plat reviewed by the Department, including non-material plat changes pursuant to A.A.C. R12-15-708.

Pursuant to A.R.S. § 41-1092.03, the Department is notifying you that the Director's determination and decision to issue the Certificate is an appealable agency action. You are entitled to appeal this action. If you wish to appeal this action, you must file a written appeal within thirty (30) days from receipt of this letter. A summary of the appeal process and an appeal form are attached, should you elect to pursue this option.

Sincerely,

David L. McKay
Manager, AAWS & Recharge Permitting

DLM/ecp

ARIZONA DEPARTMENT OF WATER RESOURCES

NOTICE OF RIGHT TO APPEAL AGENCY ACTION

I. Right to Request Hearing

You have the right to request a hearing on the agency action described in the enclosed letter. To request a hearing, you must file a notice of appeal with the Docket Supervisor, Arizona Department of Water Resources, 1110 W. Washington St., Suite 310, Phoenix, Arizona 85007-2952 within thirty (30) days from the date of your receipt of this letter. A Notice of Appeal form is enclosed. Pursuant to A.R.S. § 41-1092.03, the grounds for appeal by a party who will be adversely affected by the agency action and who exercised a right to comment on the action provided by law or rule is limited to the issues raised in the party's comments.

If you file a timely notice of appeal, a hearing will be scheduled and you will be given written notice of the time and place for the hearing at least thirty (30) days before the hearing date. The date scheduled for the hearing may be advanced or delayed on the agreement of the Department and the parties to the action or on a showing of good cause. **If no party files a notice of appeal within thirty days from the date of receipt of the enclosed letter, the agency action described in the letter will become final and will not be subject to judicial review.**

II. Right to Request Informal Settlement Conference

If you file a timely notice of appeal as described above, you will have the right to request an informal settlement conference. A request for an informal settlement conference must be in writing and must be filed with the Docket Supervisor, Arizona Department of Water Resources, 1110 W. Washington St., Suite 310, Phoenix, Arizona 85007-2952 not later than twenty (20) days before the hearing date. The enclosed Notice of Appeal form includes a place for you to request an informal settlement conference. If you file a timely request for an informal settlement conference, the Department will give you written notice of the time and place for the settlement conference. An informal settlement conference must be held within fifteen (15) days after the request is filed.

If an informal settlement conference is held, a person with the authority to act on behalf of the Department will represent the Department at the conference. The parties participating in the settlement conference will waive their right to object to the participation of the Department's representative in the final administrative decision. Statements, either written or oral, made by the appellant at the conference, including a written document, created or expressed solely for the purpose of settlement negotiations, are inadmissible in any subsequent administrative hearing.

III. Agency Contact Person

If you have any questions regarding the appeals process, or the process for requesting an informal settlement conference, please contact the Docket Supervisor at (602) 771-8472.

Page 2

Subdivision Name: Algodon

File Number: 31-401981.0001

CC: Via Electronic Mail:

CAGR

Arizona Department of Real Estate

Arizona Department of Environmental Quality

Arizona State Land Department

Matrix New World Engineering
 Southwest Groundwater
 3033 N. 44 Street, Ste 120
 Phoenix, AZ 85018
 602.955.5547 973.240.1800
 matrixnewworld.com WBE/DBE

MATRIXNEWORLD
 Southwest Groundwater

LETTER OF TRANSMITTAL
PRIVILEGED AND CONFIDENTIAL

TO:	<u>Mr. Hugo Blanco</u>	DATE:	<u>June 26, 2020</u>
	<u>Melcor Developments Ltd.</u>	DELIVERY:	<u>U.S. Mail</u>
	<u>6930 E. Chauncey Lane</u>	FAX NO.:	<u></u>
	<u>Suite 135</u>		
	<u>Phoenix, Arizona 85054</u>	TOTAL PGS:	<u>6</u>
FROM:	<u>DeAnn Hauver</u>	PROJECT:	<u>Algodon</u>
COPY:	<u></u>	PROJECT NO.:	<u>19-073</u>

REMARKS

Hugo,

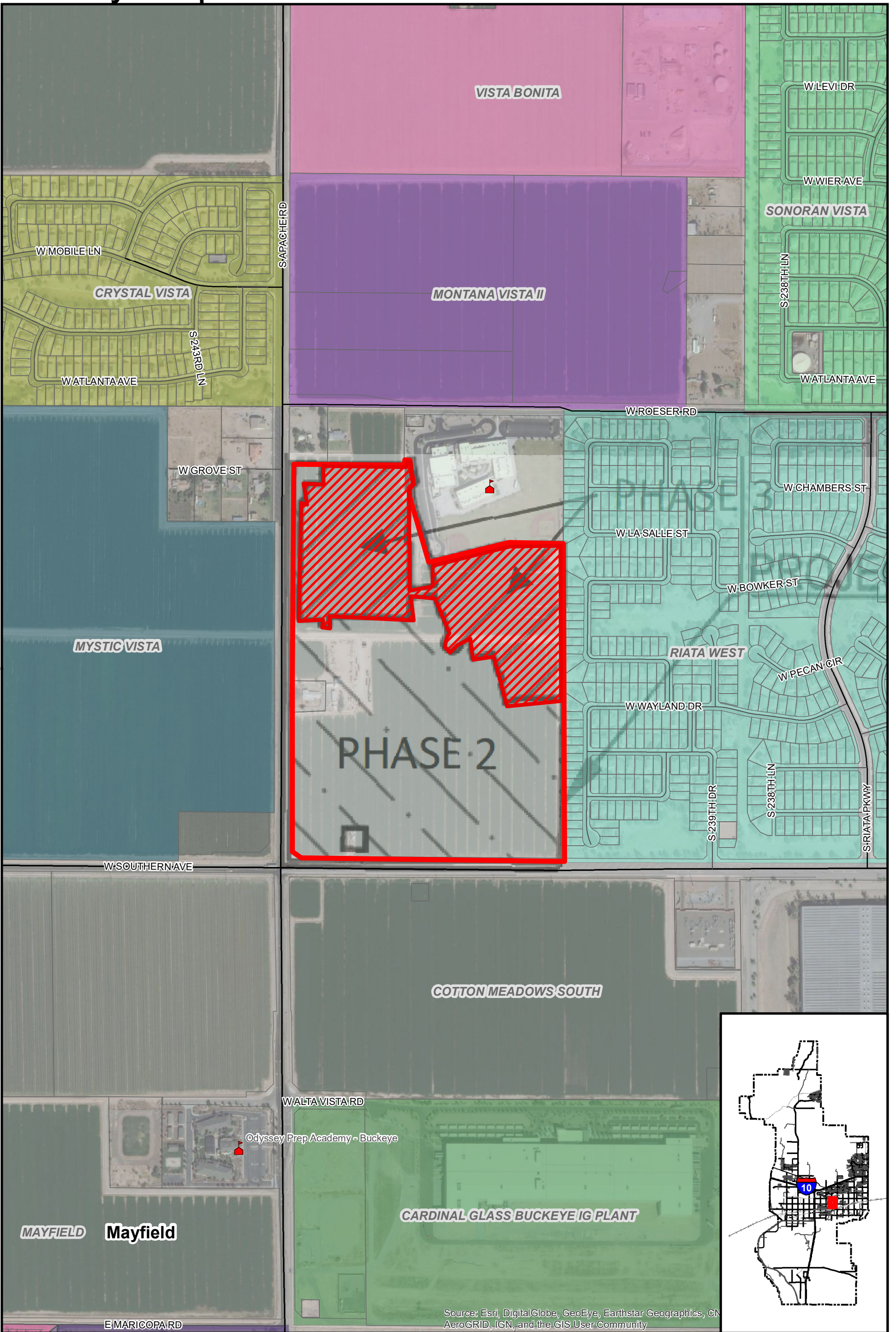
Enclosed please find the original Certificate of Assured Water Supply for Algodon. Please let me know if you need anything else.

Sincerely,



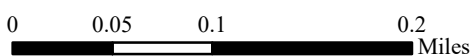
DeAnn Hauver
Matrix New World Engineering

Vicinity Map



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

Buckeye



Algodon Phase 3



**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.G. PLZS-21-00103 Desert Moon Estates Ph3 Parcel 7 Final Plat
DATE PREPARED: 12/07/21	DISTRICT NO.: 4
STAFF LIAISON: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat for Desert Moon Estates Phase 3 Parcel 7 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a Final Plat for Phase 3 - Parcel 7 of Desert Moon Estates consisting of approximately 21.32 acres. The project is located generally south and east of the southeast corner of West Yuma Road and South Apache Road. The project includes 85 single-family home lots with an overall gross density of 3.63 dwelling units per acre. The typical lot size is 50' x 120'. The proposal is in substantial conformance to the approved Desert Moon Estates Preliminary Plat. All reviewing departments have approved this proposal. The applicant has also obtained a Certificate of Assured Water Supply from the Arizona Department of Water Resources, per A.R.S. §9-463.01.IT

BENEFITS:

The approval of this plat will allow continued development of traditional single-family residences within the City of Buckeye.

FUTURE ACTION:

n/a

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:

PLZS-21-00103 - DME PHS3 PCL 7 - FINAL PLAT.pdf

Desert Moon Estates-Parcel 7_Final Plat Narrative.pdf

Certificate of Adequate School Facilities - Desert Moon PH3.pdf

Certificate of Assured Water Supply.pdf

Vicinity Map.pdf

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME "DESERT MOON ESTATES PHASE 3 – PARCEL 7", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "DESERT MOON ESTATES PHASE 3 – PARCEL 7" A PLANNED RESIDENTIAL DEVELOPMENT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING THE SAME AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. OWNER HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION ("OWNER") DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

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

TRACT 7A, TRACT 7F AND TRACT 7L ARE DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 7B, TRACT 7C, TRACT 7D, TRACT 7E, TRACT 7G, TRACT 7H, TRACT 7I, TRACT 7J, TRACT 7K AND TRACT 7M ARE DECLARED TO BE FOR LANDSCAPE, AND OPEN SPACE AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA). THERE HAS BEEN OR IS BEING RECORDED HERewith A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) FOR DESERT MOON ESTATES.

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

NOTHING CONTAINED HEREIN SHALL BE DEEMED TO DEDICATE ANY PORTION OF THE TRACTS FOR PUBLIC USE OTHER THAN FOR EASEMENTS SPECIFICALLY GRANTED TO THE PUBLIC HEREIN.

THE CITY OF BUCKEYE IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF ROADWAYS, LANDSCAPING, DRAINAGE AND RETENTION AREAS ON TRACT 7A, TRACT 7F AND TRACT 7L. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF BUCKEYE AT ANY SUCH TIME WHEN THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, DRAINAGE AND RETENTION AREAS. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, DRAINAGE AND RETENTION AREAS REGARDLESS OF THE DEDICATION OF THE EASEMENT.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF BUCKEYE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THE PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THAT PORTION OF THE TEMPORARY ACCESS AND UTILITY EASEMENT RECORDED IN DOCUMENT NO. 2008-0937263, RECORDS OF MARICOPA COUNTY ARIZONA, LYING WITHIN THE BOUNDARY OF THIS FINAL PLAT FOR DESERT MOON ESTATES PHASE 3 – PARCEL 7 AS DEFINED AND SHOWN HEREON, IS TO BE ABANDONED UPON RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2021.

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION

BY: _____
THOMAS H. BURLESON
ITS: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY, THOMAS H. BURLESON PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED SIGNATORY OF FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT HE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

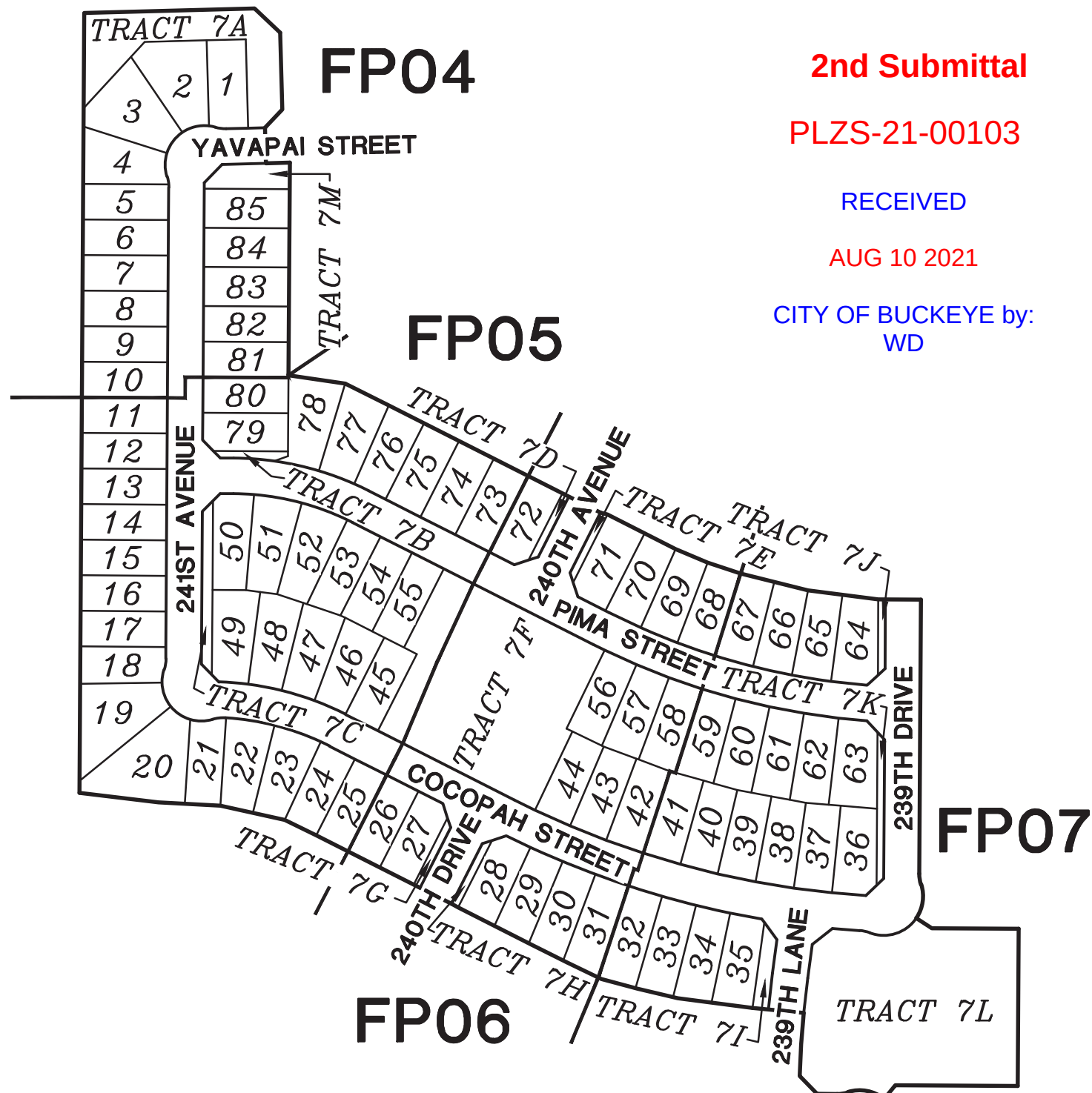
- FINAL PLAT APPROVAL BY THE CITY IS SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
- NO BUILDING PERMITS FOR ANY HOMES, OTHER THAN MODEL COMPLEXES, WILL BE ISSUED UNTIL 2 PAVED POINTS OF ACCESS ARE PROVIDED.

FINAL PLAT

FOR

"DESERT MOON ESTATES PHASE 3 - PARCEL 7"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA



2nd Submittal

PLZS-21-00103

RECEIVED

AUG 10 2021

CITY OF BUCKEYE by:
WD

NOTES CONTINUED

- A TEMPORARY DETENTION BASIN EASEMENT AGREEMENT (AGREEMENT), AS RECORDED IN 2019-0645366, MARICOPA COUNTY RECORDER'S OFFICE, ARIZONA REQUIRES THE ADJACENT ANDERSON PARC PROPERTY OWNER TO PROVIDE A TEMPORARY DETENTION BASIN EASEMENT (TEMPORARY EASEMENT). THIS TEMPORARY EASEMENT IS TO THE BENEFIT OF DESERT MOON ESTATES, AND ALLOWS THE CONSTRUCTION OF TEMPORARY DRAINAGE IMPROVEMENTS ON THE ANDERSON PARC PROPERTY TO CONTROL AND LIMIT RUNOFF TO THAT AMOUNT THAT WOULD OCCUR AFTER PERMANENT GRADING IMPROVEMENTS ARE MADE ON THE ANDERSON PARC PROPERTY. THE AGREEMENT STATES THAT THE TEMPORARY EASEMENT WILL BE PREPARED, SIGNED AND RECORDED FOLLOWING ISSUANCE OF A GRADING PERMIT FOR DESERT MOON ESTATES. THE CITY AND OWNER AGREE THAT CERTIFICATES OF OCCUPANCY WILL NOT BE ISSUED FOR DESERT MOON ESTATES UNLESS THE TEMPORARY EASEMENT HAS BEEN PREPARED, SIGNED AND RECORDED OR THE ANDERSON PARC PERMANENT GRADING IMPROVEMENTS ARE IN PLACE, WHICH NEGATES THE NEED FOR THE TEMPORARY EASEMENT.
- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
(A) WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
(B) CONSTRUCTION OR STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING, BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT AND THE CITY OF BUCKEYE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENT MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENTS, SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THEN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, PUE, R/W OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER, MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
- THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (2019-MID-006) AND STREET LIGHT IMPROVEMENT DISTRICT (2007-SLID-010).
- 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.
- 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.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ____ DAY OF _____, 2021.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____
BUCKEYE CITY ENGINEER DATE

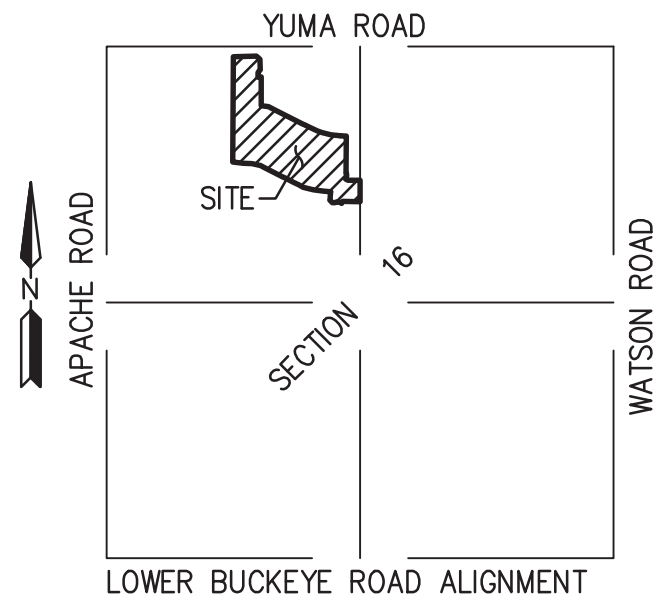
BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

AREA

AREA = 928,894 SQ. FT.
OR 21.3245 ACRES

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN BENEDICT, RLS



VICINITY MAP
NOT TO SCALE

SHEET INDEX

FP01 COVER SHEET, SHEET INDEX MAP & NOTES
FP02 LOT, R/W & TRACT AREA TABLE, LOT SETBACK DETAIL
FP03 BOUNDARY MAP
FP04-FP07 FINAL PLAT

ENGINEER

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: DAVID GEORGE
EMAIL: DGEORGE@HILGARTWILSON.COM

OWNER

FORESTAR (USA) REAL ESTATE GROUP INC
1661 EAST CAMELBACK ROAD SUITE 330
PHOENIX, ARIZONA 85016
PHONE: (480) 801-2421
CONTACT: BRIAN KONDERIK

BASIS OF BEARING

BASIS OF BEARING IS S00°20'42"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON RESULTS OF SURVEY, BOOK 1266 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCH MARK

BENCHMARK IS A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE LOCATED AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER RECORD OF SURVEY PLSS SUBDIVISION AS RECORDED IN BOOK 638, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.
ELEVATION = 1056.829 NAVD88 DATUM

FLOOD ZONE DESIGNATION

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

ZONING DESIGNATION

"PR" PLANNED RESIDENTIAL

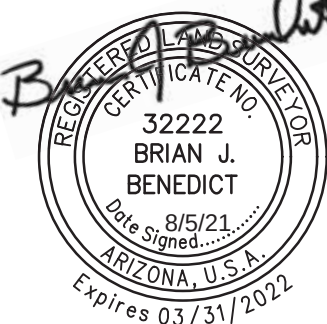
100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF BUCKEYE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES, CERTIFICATE NUMBER: 30-402056.0001

CERTIFICATION

I, BRIAN BENEDICT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 7 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF NOVEMBER, 2020. 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.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

DESERT MOON ESTATES PHASE 3 - PARCEL 7

APACHE ROAD AND YUMA ROAD

BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826

DATE: AUGUST 2021

SCALE: NONE

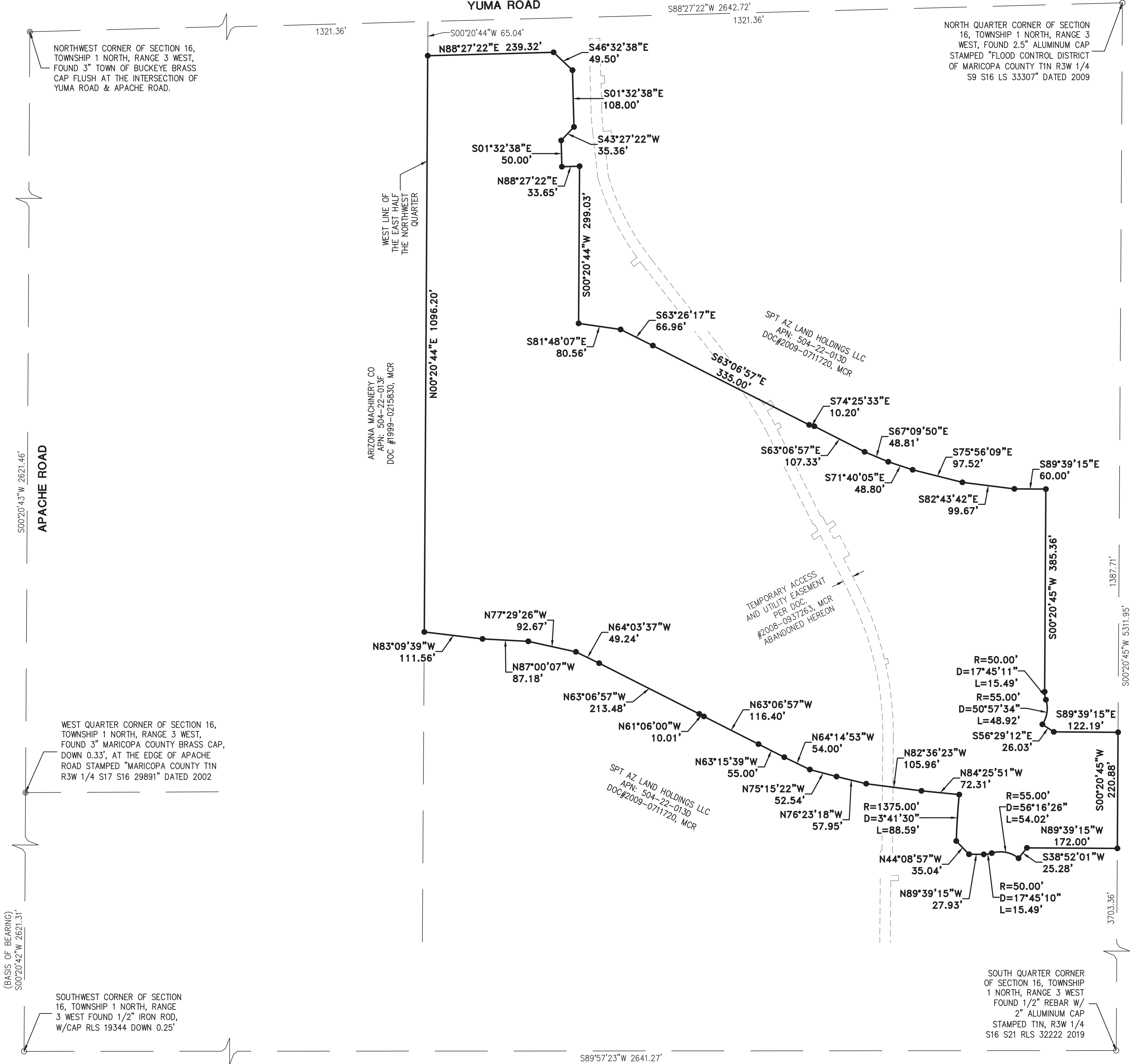
DRAWN: GS

APPROVED: BJB

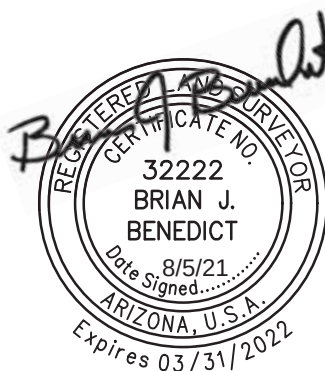
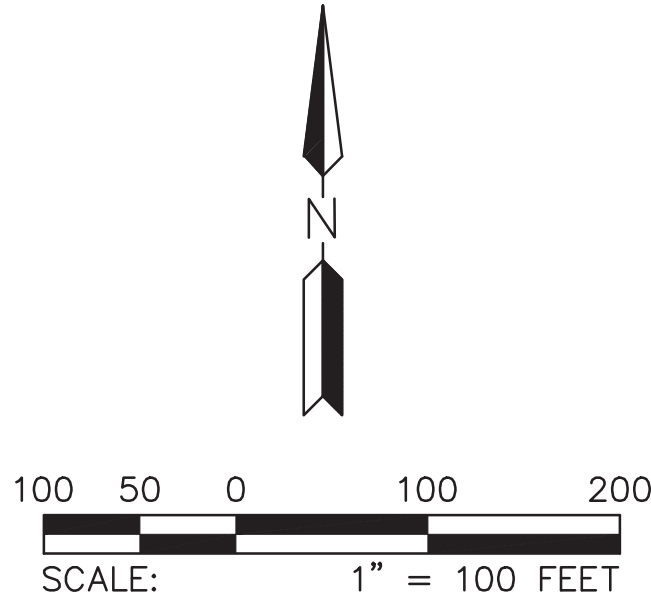
DWG. NO.

FP01

SHT. 1 OF 7



LEGEND	
	FOUND MONUMENT AS NOTED
	FOUND BRASS CAP IN HAND HOLE
	FOUND BRASS CAP FLUSH
	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	RIGHT OF WAY
	PARCEL LINE
	EASEMENT LINE
	RIGHT-OF-WAY
	PUBLIC UTILITY EASEMENT
	VEHICLE NON-ACCESS EASEMENT
	MARICOPA COUNTY RECORDS
	REGISTERED LAND SURVEYOR
	ASSESSOR PARCEL NUMBER
	33'X33' SIGHT VISIBILITY EASEMENT



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DESERT MOON ESTATES PHASE 3 - PARCEL 7

APACHE ROAD AND YUMA ROAD

BUCKEYE, ARIZONA

FINAL PLAT

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

STATUS:	PROJ. NO.: 1826
MUNICIPAL TRACKING NO:	DATE: AUGUST 2021
PLZS-21-00103	SCALE: AS SHOWN
APPROVED: BJB	DRAWN: GS

DWG. NO.

FP03

SHT. 3 OF 7

NORTHWEST CORNER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 3 WEST,
FOUND 3" TOWN OF BUCKEYE BRASS
CAP FLUSH AT THE INTERSECTION OF
YUMA ROAD & APACHE ROAD.

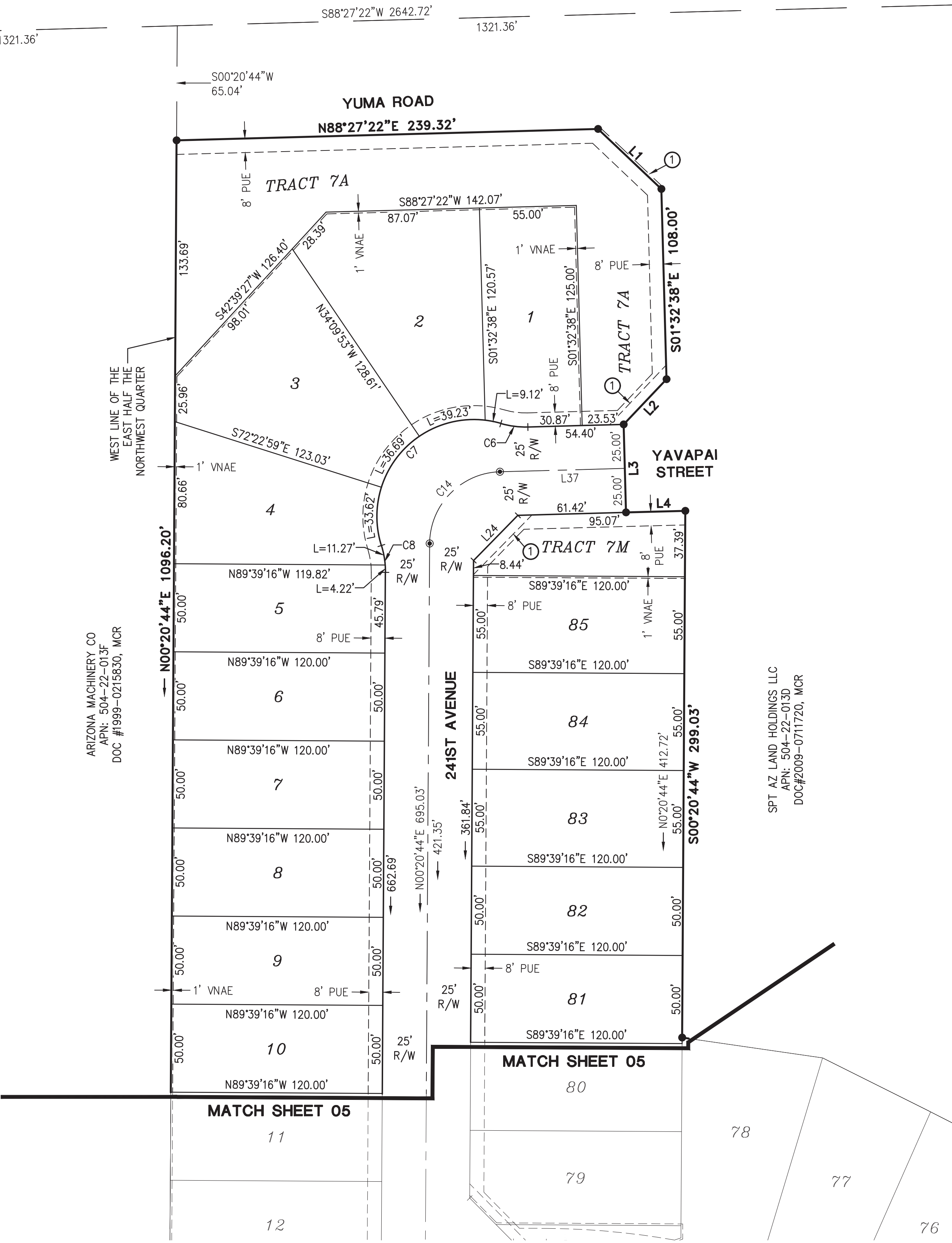
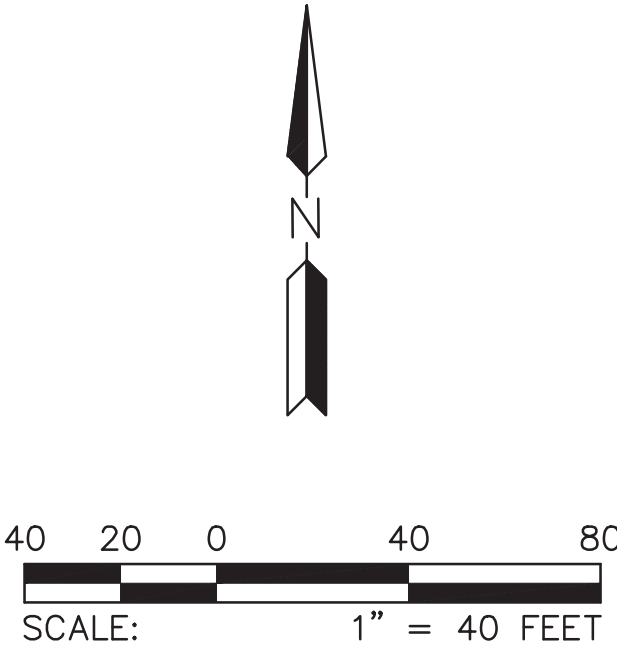
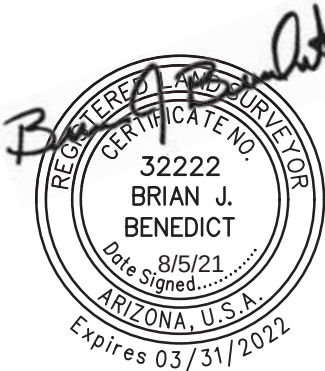
NORTH QUARTER CORNER OF SECTION
16, TOWNSHIP 1 NORTH, RANGE 3
WEST, FOUND 2.5" ALUMINUM CAP
STAMPED "FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY TIN R3W 1/4
S9 S16 LS 33307" DATED 2009

LEGEND

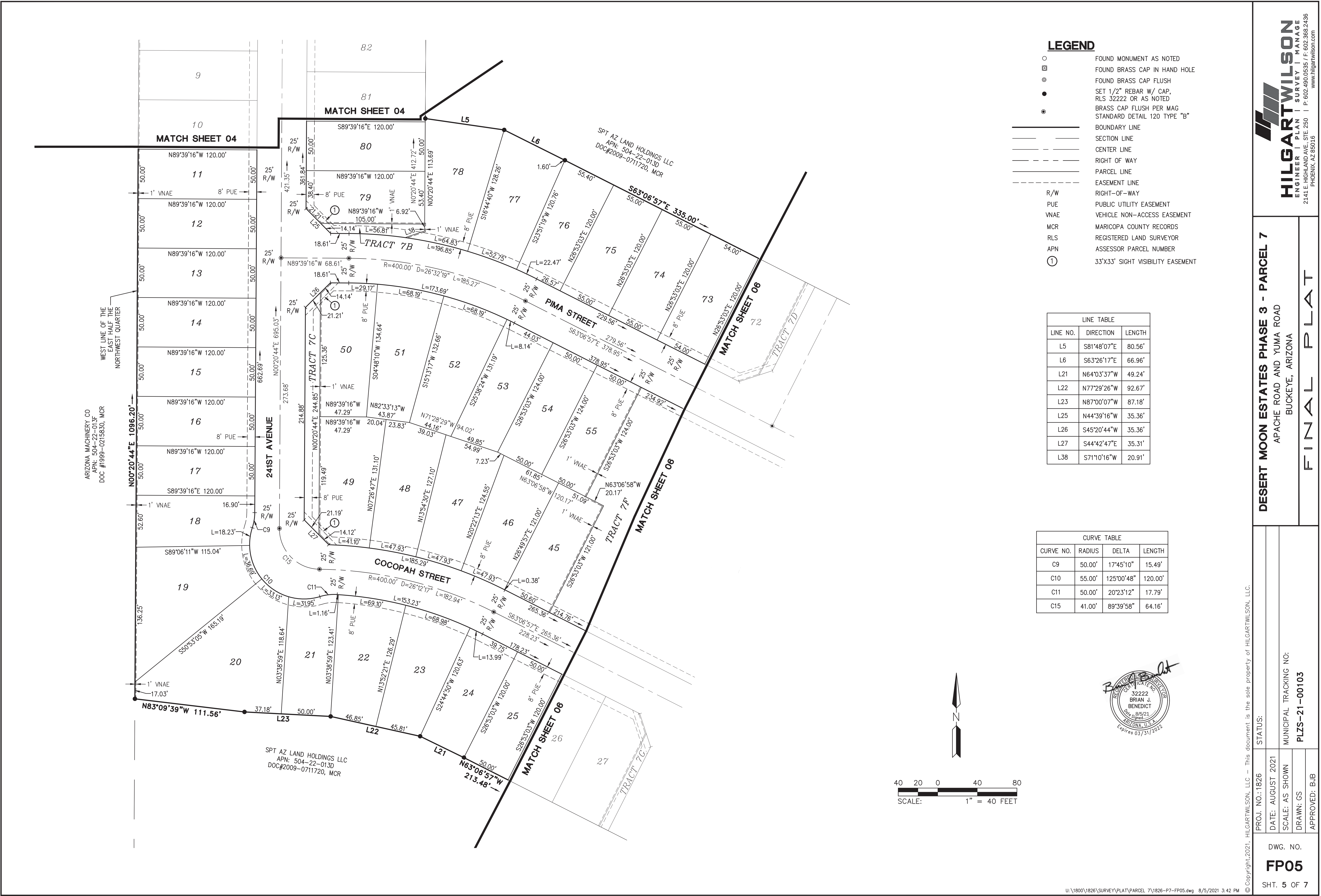
- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP,
RLS 32222 OR AS NOTED
- ⦿ BRASS CAP FLUSH PER MAG
STANDARD DETAIL 120 TYPE "B"
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY
- R/W PUBLIC UTILITY EASEMENT
- PUE VEHICLE NON-ACCESS EASEMENT
- VNAE MARICOPA COUNTY RECORDS
- MCR REGISTERED LAND SURVEYOR
- RLS ASSESSOR PARCEL NUMBER
- APN 33'X33' SIGHT VISIBILITY EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S46°32'38"E	49.50'
L2	S43°27'22"W	35.36'
L3	S01°32'38"E	50.00'
L4	N88°27'22"E	33.65'
L24	N44°24'03"E	35.93'
L37	S88°27'22"W	70.94'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C6	50.00'	17°45'10"	15.49'
C7	55.00'	123°36'58"	118.66'
C8	50.00'	17°45'10"	15.49'
C14	41.00'	88°06'38"	63.05'



PROJ. NO.: 1826	STATUS:
DATE: AUGUST 2021	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	PLZS-21-00103
APPROVED: BJB	



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DESERT MOON ESTATES PHASE 3 - PARCEL 7

APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
P: 602.490.0535 | F: 602.368.2436
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LEGEND

- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- ⦿ BRASS CAP FLUSH PER MAG STANDARD DETAIL 120 TYPE "B"
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- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- ① 33'X33' SIGHT VISIBILITY EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	S74°25'33"E	10.20'
L8	S67°09'50"E	48.81'
L9	S71°40'05"E	48.80'
L18	N64°14'53"W	54.00'
L19	N63°15'39"W	55.00'
L20	N61°06'00"W	10.01'
L28	N71°53'03"E	35.36'
L29	N18°06'57"W	35.36'
L35	S71°52'34"W	35.36'
L36	N18°06'57"W	35.36'



DESERT MOON ESTATES PHASE 3 - PARCEL 7

APACHE ROAD AND YUMA ROAD

BUCKEYE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1826

DATE: AUGUST 2021

SCALE: AS SHOWN

DRAWN: GS

APPROVED: BJB

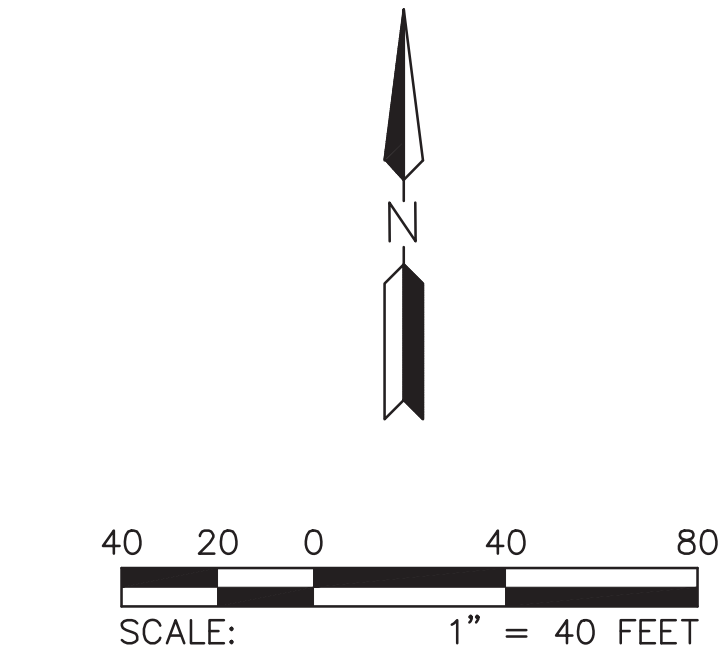
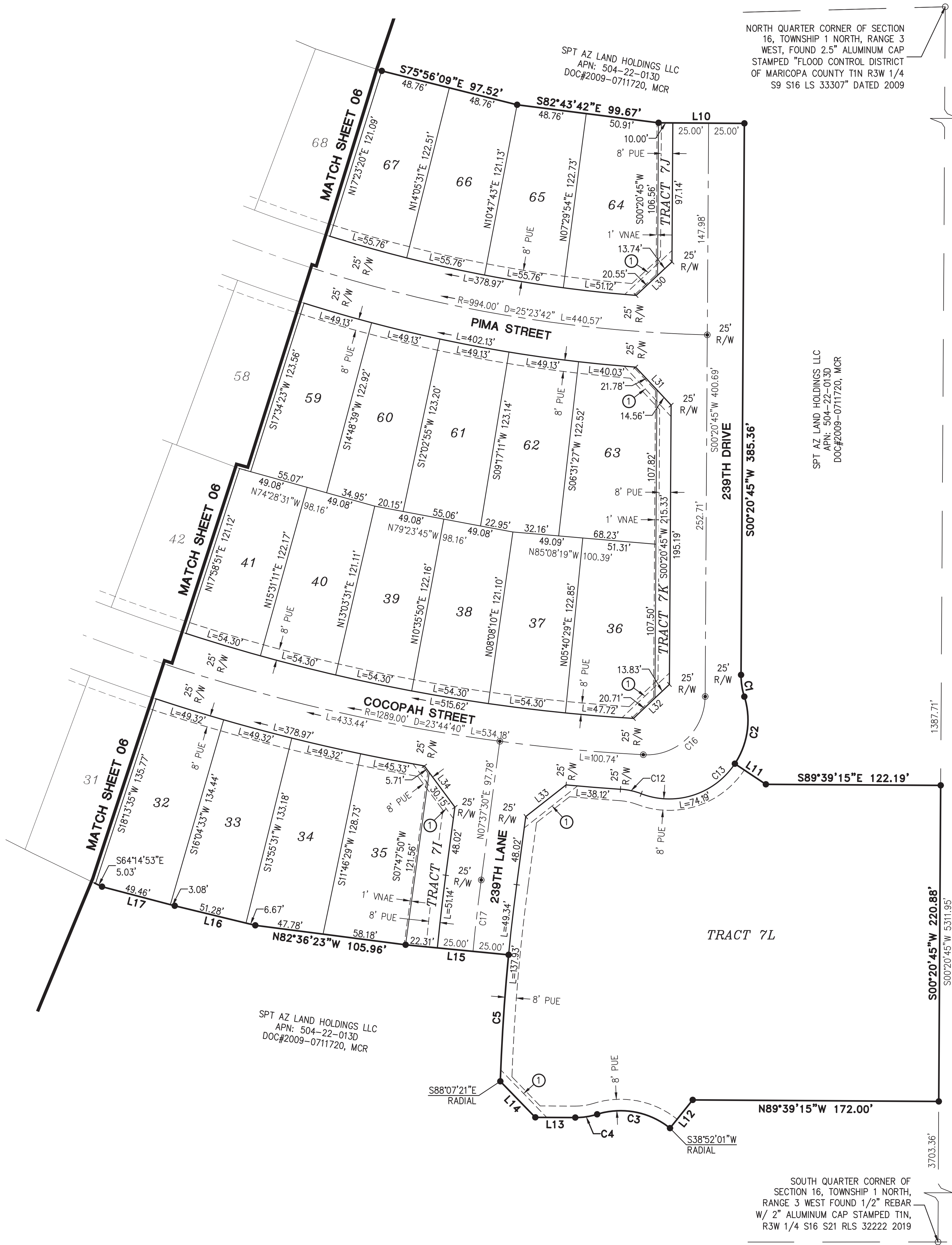
MUNICIPAL TRACKING NO:

PLZS-21-00103

DWG. NO.

FP06

SHT. 6 OF 7



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PHOENIX, AZ 85016

DESERT MOON ESTATES PHASE 3 - PARCEL 7
APACHE ROAD AND YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

PROJ. NO.: 1826

DATE: AUGUST 2021

SCALE: AS SHOWN

DRAWN: GS

APPROVED: BJB

STATUS:

MUNICIPAL TRACKING NO:

PLZS-21-00103

DWG. NO.

FP07

SHT. 7 OF 7

Desert Moon Estates

Parcel 7 Final Plat Narrative

Generally Southeast of Yuma Road and Apache Road
City of Buckeye, Arizona

Prepared for:

SPT AZ Land Holdings, LLC
2 Park Plaza, Suite 700
Irvine, CA 92614
Telephone: 949.417.1396
Fax: 949.417.1399
Contact: James O'Malley

Prepared by:

HILGARTWILSON, LLC
2141 East Highland Avenue, Suite 250
Phoenix, AZ 85016
Telephone: 602.730.3865
Fax: 602.368.2436
Contact: David George

Date: September 7, 2021

Desert Moon Estates

Parcel 7 Final Plat Narrative

TABLE OF CONTENTS

PROJECT OVERVIEW.....	3
CURRENT SITE CONDITIONS.....	3
DESCRIPTION OF REQUEST	4
CONFORMANCE WITH GENERAL PLAN.....	4
ZONING	4
DEVELOPMENT SEQUENCE	4
LAND USE	4
PARKS AND OPEN SPACE	4
PROPOSED TRAILS.....	4
PUBLIC UTILITIES AND SERVICES.....	5
WATER SOURCE	5
WASTEWATER MANAGEMENT	5
REFUSE PROVIDER.....	5
FIRE PROTECTION.....	5
POLICE PROTECTION	5
IMPACT ON SCHOOLS	6
DEVELOPMENT STANDARDS.....	6
EXHIBITS	7

PROJECT OVERVIEW

Desert Moon Estates is a 200-acre property located within the City of Buckeye, approximately one-quarter mile south of I-10 and approximately three miles east of SR-85, generally southeast of Yuma Road and Apache Road.

A preliminary plat was approved in 2018, changing the local street alignments, product mix, open space provided, the local roadway right-of-way width (from 40 feet to 50 feet), and the community entry points.

Desert Moon Estates provides 739 single family lots and several neighborhood parks (approximately 43.29 acres of open space). Desert Moon Estates will be developed in three phases. Phase 1 includes the south portion of the Project, Phase 2 includes the middle portion of the Project and Phase 3 includes the northern portion of the Project. This narrative supports Parcel 7 in Phase 3 (hereinafter referred to as the Project). The Project is about 21.32 acres and will provide 85 single family lots.

CURRENT SITE CONDITIONS

The Property is vacant desert within the City of Buckeye. The Property generally slopes from the north-northwest to the south-southeast at a slope of approximately 1% due south and 0.2% due east.

Site constraints for the property include the following: 1) two overhead powerline corridors with one traversing northwesterly to southeasterly across the middle of the Property and the second traversing the Property along the southern property line, 2) an existing potable water main crossing the property generally following the northern overhead powerline corridor, 3) an existing sewer main associated with the Watson Road CFD and is located adjacent to the southern overhead powerline corridor, and 4) existing drainage swales which generally drain from north-northwest to south-southeast and are localized in nature. The Projects' only constraint, however, is existing drainage swales

Construction of Phases 1 & 2 improvements are ongoing. Adjacent properties consist of various residential land uses and additional vacant desert land. The Project and surrounding area General Plan designations, Zoning Districts, and land uses are outlined in the following table.

Site and Surrounding Properties

General Plan		Zoning	Land Use
Site	MDR	Planned Residential (PR)	Vacant Desert
North	MDR	Planned Residential (PR) Planned Community (PC)	Single Family Residential (Acacia Crossing & Sundance Parcel 2)
East	MDR	Planned Residential (PR)	Single Family Residential (Watson Estates)
South	MDR	Planned Community (PC)	Vacant Desert
West	MDR	Planned Residential (PR) Commercial Center	Mobile Home Park Single Family Residential (Anderson Parc) Vacant APS Facility

DESCRIPTION OF REQUEST

The proposed Final Plat conforms to the existing zoning, parks, and open space requirements. The purpose of this request is to process a Final Plat for 85 lots with a typical lot size of 50'x120'.

CONFORMANCE WITH GENERAL PLAN

The current land use designation is Low Density Residential which provides for unit density of 3.01 to 6.0 dwelling units per acre. The proposed density for the Project is 3.63 du/ac. The project as proposed is in conformance with the current General Plan.

ZONING

The City's current zoning for the Project is Planned Residential (PR) and the conceptual land plan is in conformance with its requirements.

DEVELOPMENT SEQUENCE

Phase 3 includes Parcel 6A & 6B, Parcel 7, Parcel 8, and the adjacent half-street of Yuma Road. All of Phase 3 construction will be concurrent. Infrastructure improvements will be installed as necessary so that the improvements have looped water service, two point of access, and stormwater management that complies with City of Buckeye standards.

LAND USE

The Project proposes 85 single family lots with a typical lot size of 50'x120'.

PARKS AND OPEN SPACE

Active and passive open spaces are provided within Desert Moon Estates Community per the City of Buckeye minimum open space requirements. Existing sewer and utility easements located along the southern boundary of phase 1 will be used for recreational purposes. The Project meets or exceeds the minimum 15% open space and 7 acres/1,000 population active open space requirements.

PROPOSED TRAILS

Paved trails will traverse through the open space located throughout the Project. The trails will provide a link between other parcels, as well as provide access to amenities and parks.

PUBLIC UTILITIES AND SERVICES

WATER SOURCE

The water system for the Desert Moon Estates will consist of a network of looped internal 8-inch water mains as well as existing 16-inch and 12-inch water mains. The proposed onsite 8-inch looped water mains for Parcel 7 will connect to the 8-inch water infrastructure developed as a part of the Phase 2 improvements. In addition, Parcel 7 will have a connection to the 12-inch water main to be installed along Yuma Road as a part of the Phase 3 Offsite improvements. An 8-inch main is proposed in the Parcel 8 improvements to connect Parcels 7 & 8 to the offsite Yuma Road improvements. The Parcel 7 water system contains multiple points of connection and has at least one connection to Parcel 5, Parcel 8, and the Yuma Road improvements. It is anticipated that the improvements to Parcel 5 (Phase 2), Parcel 8, and Yuma Road will be completed prior to, or concurrently with, any development within Parcel 7. The Project will be served by the Lower Buckeye water campus. Water infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

WASTEWATER MANAGEMENT

The wastewater system infrastructure for the Desert Moon Estates will be served by an internal network of 8-inch, 10-inch, and 12-inch gravity sewer mains. The proposed onsite sewer infrastructure for Parcel 7 will convey wastewater through 8-inch mains generally to the south to connect to the 8-inch stub in the Phase 2 – Parcel 5 sewer. Wastewater from Parcel 7 is conveyed to the south through 8-inch and 10-inch sewer mains in Parcel 5 to the Durango Street Phase 2 – Offsite sewer infrastructure. Wastewater is then conveyed through a 10-inch main to the west along Durango Street to 240th Avenue.

Sewer flows from the Project area will be treated by the Central Buckeye Water Reclamation Facility (WRF) located south of Beloit Road between Miller Road and Apache Road. Wastewater infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

REFUSE PROVIDER

City of Buckeye will provide service.

FIRE PROTECTION

Buckeye Fire Department Station 701 will provide service. The nearest fire station is located at 404 South Miller Road, Buckeye, AZ 85326.

POLICE PROTECTION

Buckeye Police Department will provide service. The nearest police station is located at 100 North Apache Road #D, Buckeye, Arizona 85326.

IMPACT ON SCHOOLS

The project is located within Buckeye Elementary School District and Buckeye Union High School District 201 jurisdictional boundaries. Existing schools within the vicinity of the Project are listed below:

- Sundance Elementary School
23800 West Hadley Street
Buckeye, AZ 85326
623.847.8531
- Youngker High School
3000 South Apache Road
Buckeye, AZ 85326
623.474.0100

The school districts have been formally informed about the Project and are aware of the projected increase in number of students.

DEVELOPMENT STANDARDS

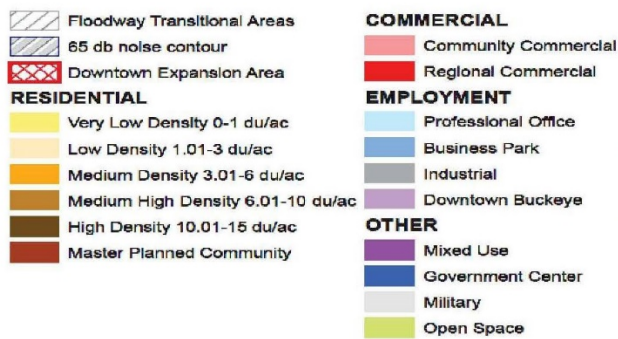
The proposed development standards are outlined below:

SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE	
7	PR	50' X 120'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL (7)	(8)

- 1) TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
- 2) FOR FRONT LOADING GARAGES
- 3) FOR SIDE LOADING GARAGES
- 4) MINIMUM DRIVEWAY LENGTH MEASURED FROM BACK OF SIDEWALK TO FACE OF GARAGE SHALL BE A 20' MINIMUM.
- 5) LOT WIDTH IS MEASURED AT FRONT SETBACK OF 18' OR REAR SETBACK OF 20'. WHICH EVER IS SMALLER FOR ALL LOTS.
- 6) TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET AS LONG AS MINIMUM LOT AREA IS MET.
- 7) THE SUM OF THE SIDE SETBACK FOR A LOT SHALL COMBINE FOR A MINIMUM TOTAL OF 10'
- 8) NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.

EXHIBITS

General Plan Land Use Map



Zoning Map



LEGEND

DESERT MOON
ESTATES BOUNDARY



PHASE BOUNDARY



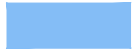
PROJECT BOUNDARY



PHASE 1 STREET
IMPROVEMENTS



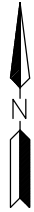
PHASE 2 STREET
IMPROVEMENTS*



PHASE 2A STREET
IMPROVEMENTS*

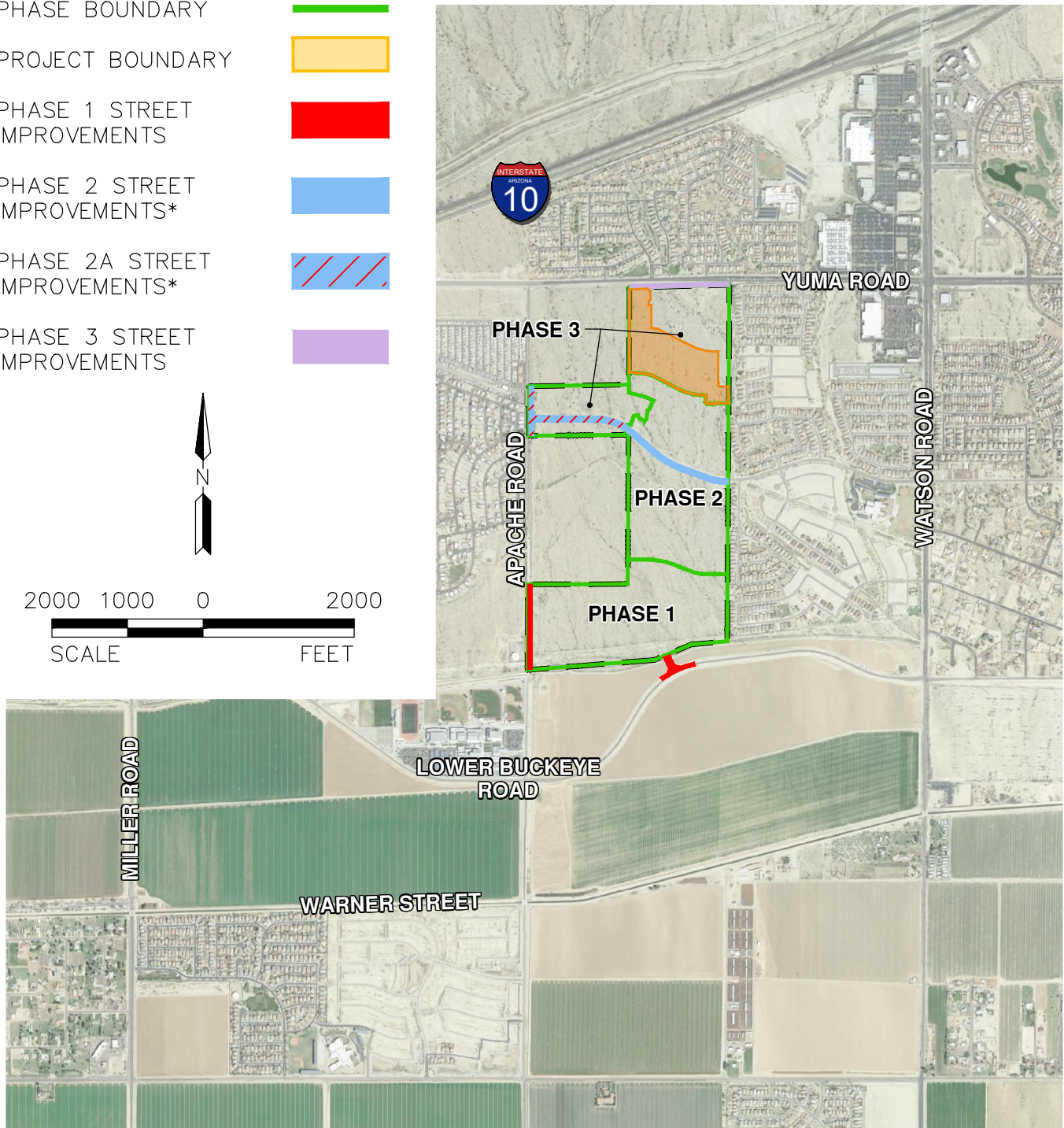


PHASE 3 STREET
IMPROVEMENTS



2000 1000 0 2000
SCALE FEET

NOTE: DURANGO STREET TO BE MASS GRADED IN
PHASE 2, AND FULL IMPROVEMENTS SPLIT BETWEEN
PHASE 2 AND PHASE 2A



PROJ.NO.: 1826

DATE: JAN 2021

SCALE: 1" = 2,000'

DRAWN BY: PG

CHECKED BY: AT

DESERT MOON ESTATES - PHASE 3: PARCEL 7
N.E.C. OF LOWER BUCKEYE ROAD & APACHE ROAD
CITY OF BUCKEYE, ARIZONA

FIG 1: VICINITY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Desert Moon Estates Phase 3 (Parcels 6A/B, 7 & 8) has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Buckeye Elementary School District & Buckeye Union High School District

Case No: PLZ-17-00206

Planner: Adam Copeland

Request: Project has approved zoning

Acreage/Parcel Size: 21.03

Current Density Allowed: 3.7

Density Proposed: 3.7

Total number of residential units proposed: 229

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☒

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Arizona state funding for education does not currently allow or address student growth in a school district. Ensuring preparedness for increased facility demand, school furnishings, curriculum, and technology is imperative for student success in Buckeye.

Is a school site within the proposed development needed? Yes ☐ No ☒

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☒ No ☐

If answered yes, please explain below:

The applicant has entered into a developer donation agreement with BESD and BUHSD to meet the needs of students within the proposed development.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 9/24/2021

School District: BESD #33, BUHSD # 201

District Superintendent: Drew Davis, Assistant Superintendent, BESD

Phone #: 602-321-4040

E-mail: ddavis@besd33.org

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

RECORDING REQUESTED BY:

WCS 550013

1351623110353-2-3-2--
Sotor

WHEN RECORDED MAIL TO AND
ALL TAX STATEMENTS TO:

SPT AZ land Holdings
c/o The Shopoff Group
8951 Research Drive
Irvine, CA 92614

FOR RECORDERS USE ONLY

Certificate of Assured Water Supply

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

This is to certify that

SPT AZ Land Holdings, LLC, a Delaware limited liability company as owner,

has met the requirements of A.R.S. §§ 45-576 and the applicable regulations, 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 the applicable regulations,

Is issued this Certificate of Assured Water Supply for

Desert Moon Estates

Township 1 North, Range 3 West, Section 16

GSRB&M Maricopa County, PHOENIX Active Management Area

Sufficient water of adequate quality will be continuously available to satisfy the water demand of
the referenced subdivision for at least one hundred years. The referenced subdivision consists of
739 lots as described in the preliminary plat on file with the Department, and has an estimated
water demand of **409.35 acre-feet per year**. The subdivision will be served **groundwater** by
Valencia Water Company.

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: 30-402056.0001

Original Issue Date: June 14, 2006



ARIZONA DEPARTMENT OF WATER RESOURCES

Sandra Talbot-Whitney
Assistant Director

26 JANUARY 2010
Date

TYPE A CERTIFICATE

LEGEND

DESERT MOON
ESTATES BOUNDARY



PHASE BOUNDARY



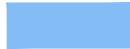
PROJECT BOUNDARY



PHASE 1 STREET
IMPROVEMENTS



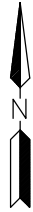
PHASE 2 STREET
IMPROVEMENTS*



PHASE 2A STREET
IMPROVEMENTS*

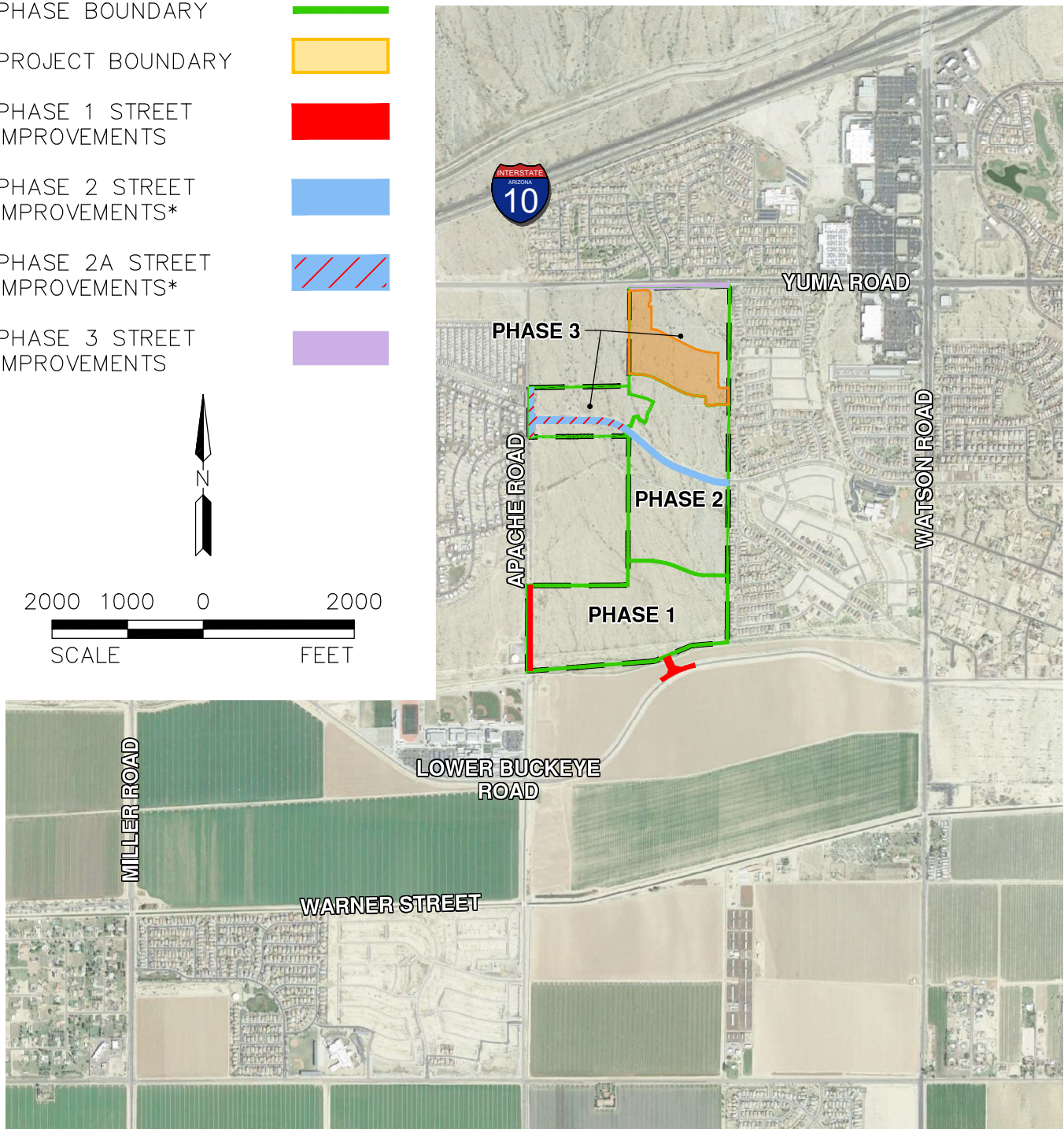


PHASE 3 STREET
IMPROVEMENTS



2000 1000 0 2000
SCALE FEET

NOTE: DURANGO STREET TO BE MASS GRADED IN
PHASE 2, AND FULL IMPROVEMENTS SPLIT BETWEEN
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PROJ.NO.: 1826

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DRAWN BY: PG

CHECKED BY: AT

DESERT MOON ESTATES - PHASE 3: PARCEL 7
N.E.C. OF LOWER BUCKEYE ROAD & APACHE ROAD
CITY OF BUCKEYE, ARIZONA

FIG 1: VICINITY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 6.H. PLZS-20-00085 Bentridge Phase 1 Final Plat
DATE PREPARED: 12/07/21	DISTRICT NO.:
STAFF LIAISON: Randy Proch, Senior Planner, rproch@buckeyeaz.gov (623) 986-0701	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat for Bentridge Phase 1 generally located south of the southeast corner of the intersection of Watson Road and Lower Buckeye Road.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a Final Plat of Bentridge Phase 1. The 63.55-acre plat is located generally south of the southeast corner of Watson Road and Lower Buckeye Road. The initial phase includes 111 single-family residential lots. A future phase will include the remaining 136 lots within Tract Q “Future Development”. The overall development will have a gross density of 3.89 dwelling units to the acre. There are two (2) lot sizes proposed throughout the site, including: 45’x115’ and 55’x120’, and a 5-acre centralized open space amenity, which will be included with this initial phase of development. The proposal is in substantial conformance to the Preliminary Plat. All reviewing departments have approved this proposal. The applicant has also obtained a Certification of Assured Water Supply from the Arizona Department of Water Resources, per A.R.S. §9-463.01.I.

BENEFITS:

The approval of this plat will allow continued development of traditional single-family residences within the City of Buckeye.

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

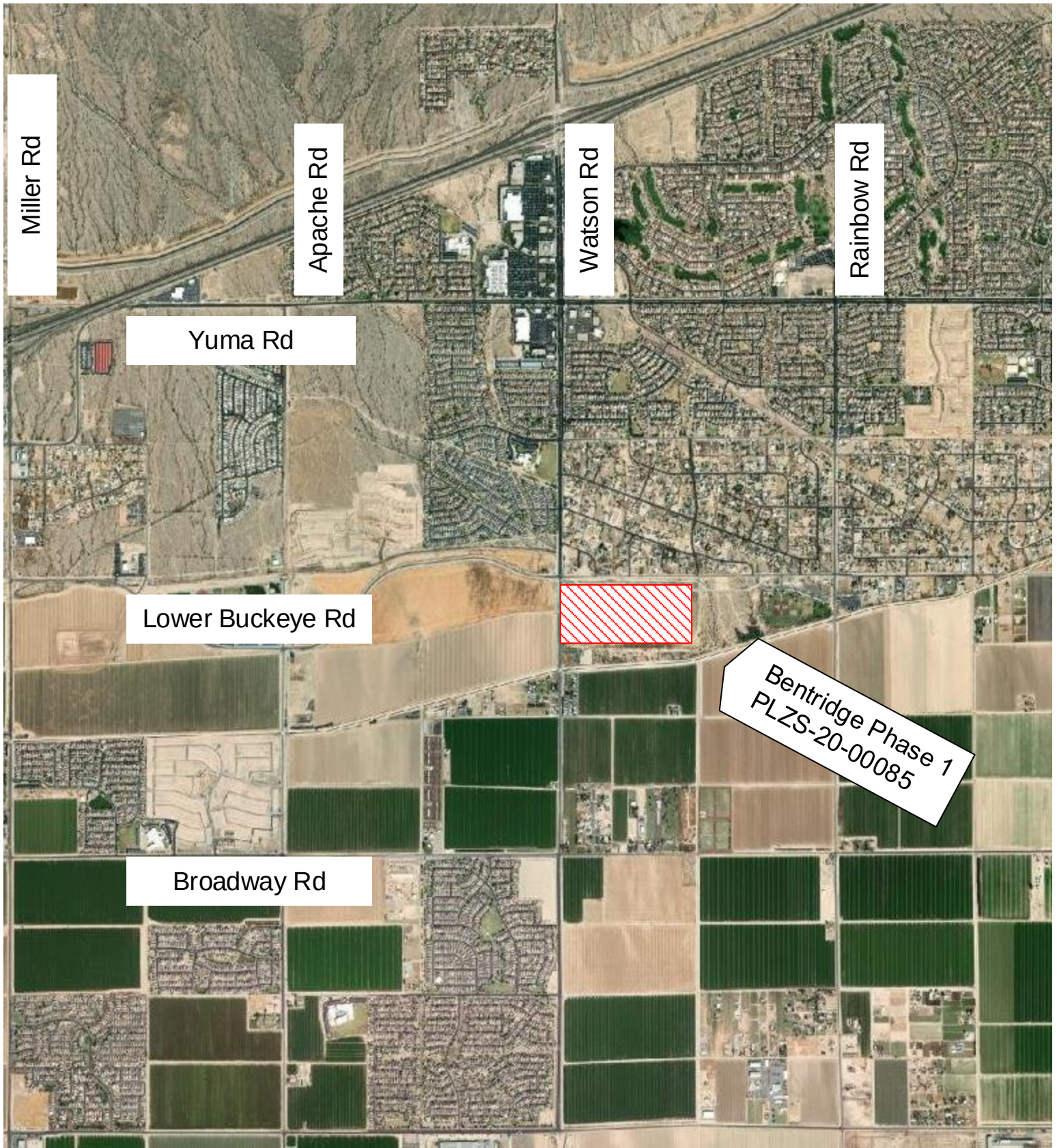
ATTACHMENTS:

[PLZS-20-00085 Bentridge Phase 1 Vicinity Map.pdf](#)

[PLZS-20-00085 Bentridge Phase 1 Project Narrative.pdf](#)

[PLZS-20-00085 Bentridge Phase 1 Final Plat.pdf](#)

[PLZS-20-00085 Bentridge Phase 1 Certificate of Assured Water Supply.pdf](#)





4550 North 12th Street | Phoenix, AZ 85014
602.264.6831

BENTRIDGE

PROJECT NARRATIVE OCTOBER 21, 2020

Project Description: Bentrige (herein referred to as “the Project”) is an approximately 63-acre (gross) residential subdivision proposed southeast of the corner of Lower Buckeye Road and Watson Road within the City of Buckeye. The Project site is a portion of the Northwest Quarter of Section 22, Township 1 North, Range 3 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Current condition of the project site is a fallow agricultural parcel with minor natural vegetation throughout.

The Project was previously approved by the City as Preliminary Plat Case PLZ-18-00226 on June 25, 2019. The final design being submitted is consistent with the preliminary plat with a mix of two lot sizes, 45'x115' and 55'x120' and a total of 247 lots with gross density of 3.89 du/acre. A 5-acre open space with amenities is located at the center of the project with two dozen lots fronting this main central feature. Development is proposed as two phases with the first phase comprising 111 lots towards the westerly portion of the site with 17 Tracts including the central amenity park, the project entrances to Lower Buckeye Road at the north and to Watson Road at the west. Phase two of the project is not being submitted at this time and this area is identified as Tract Q “Future Development” for the remaining 136 lots towards the easterly portion of the site.

A public street network per City of Buckeye standards will be utilized for onsite circulation with each entrance to the Project having been designed as wider street sections with raised landscape medians. Drainage will be managed on-site with landscaped retention areas and shall accept offsite storm water flows adjacent to Watson Road. A comprehensive landscape character has been developed with coordinated planting schedule, color palette, theme walls, and entry monuments. Together, these elements will establish a character that enhances the surrounding properties and the City of Buckeye.

Zoning and General Plan: The Project site is zoned as Planned Residential and its current land use designation is Low Density Residential which provides for unit density of 3.01 to 6.0 dwelling units per acre. The project is in conformance with the general plan with a proposed density of 3.89 du/acre and fits within the current zoning category.

Conclusion: The Project contributes to the City of Buckeye’s aspirations for quality residential developments and will provide prospective residents with an attractive development in which to call their home. With large open spaces, recreational amenities, and a mix of lot sizes, Bentrige will cultivate the residential character of the area and be a desirable community for which the City of Buckeye can be proud.

RECEIVED

10/29/2020

3rd Submittal
PLZS-20-00085
RECEIVED
JULY 14 2021
CITY OF BUCKEYE by
WJD

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT LS-BENTRIDGE L.L.C., A DELEWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME, "BENTRIDGE", A SUBDIVISION LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "BENTRIDGE", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE, AN EXCLUSIVE SEWER EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SEWER EASEMENTS, AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING SEWER UTILITIES.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LS-BENTRIDGE L.L.C. ("OWNER") DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

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

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

IN WITNESS WHEREOF: ON THIS DAY THE _____ DAY OF _____, 2021, LS-BENTRIDGE L.L.C., A DELEWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

LS-BENTRIDGE L.L.C., A DELEWARE LIMITED LIABILITY COMPANY

BY: _____ ITS: _____

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 04013C2120L, WITH A REVISION DATE OF OCTOBER 16, 2013 AND A LETTER OF MAP AMENDMENT CASE 14-09-0210L DATED NOVEMBER 21, 2013, FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

A FINAL PLAT OF
BENTRIDGE
A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

NOTES

1. 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.
2. 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.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. THIS SITE CONSISTS OF A TOTAL OF 111 LOTS, AND 17 TRACTS IN THE PR ZONING DISTRICT.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON JUNE 25, 2019 UNDER CASE # PLZ-18-00226
6. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON JANUARY 25TH, 2021 WITH ADWR CERTIFICATE # 27-701134.0000.
7. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY THE CITY OF BUCKEYE AND ALL PUBLIC UTILITIES WHICH USE OR MAY USE THE UTILITY EASEMENT.
C. PUBLIC UTILITY EASEMENTS SHALL BE TREE FREE.
8. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT FOR POWER LINES 69KV AND LARGER.
9. THE CITY OF BUCKEYE IS NOT DESIGNATED AS AN ASSURED WATER PROVIDER PURSUANT TO ARS 45-576.
10. AN 18" REBAR WITH L.S. CAP WILL BE SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINTS OF CURVATURE, POINTS OF TANGENCY, AND ANGLE POINTS AT COMPLETION OF MASS GRADING.
11. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT, SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, PUE, OR RIGHT-OF-WAY OR WITHIN 6 FEET OF THE BACK OF CURB. ANY VEGETATION VIOLATING THESE RESTRICTIONS INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER, MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
12. FINAL PLAT APPROVAL BY THE CITY IS SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
13. THIS SUBDIVISION IS SUBJECT TO A STREET LIGHTING IMPROVEMENT DISTRICT (2020-SLID-004).
14. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (2020-MID-004).
15. THE MAINTENANCE OF THE PUBLIC RIGHT OF WAY TO THE BACK OF THE CURB SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THE ABUTTING PROPERTY OWNER.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY

PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE

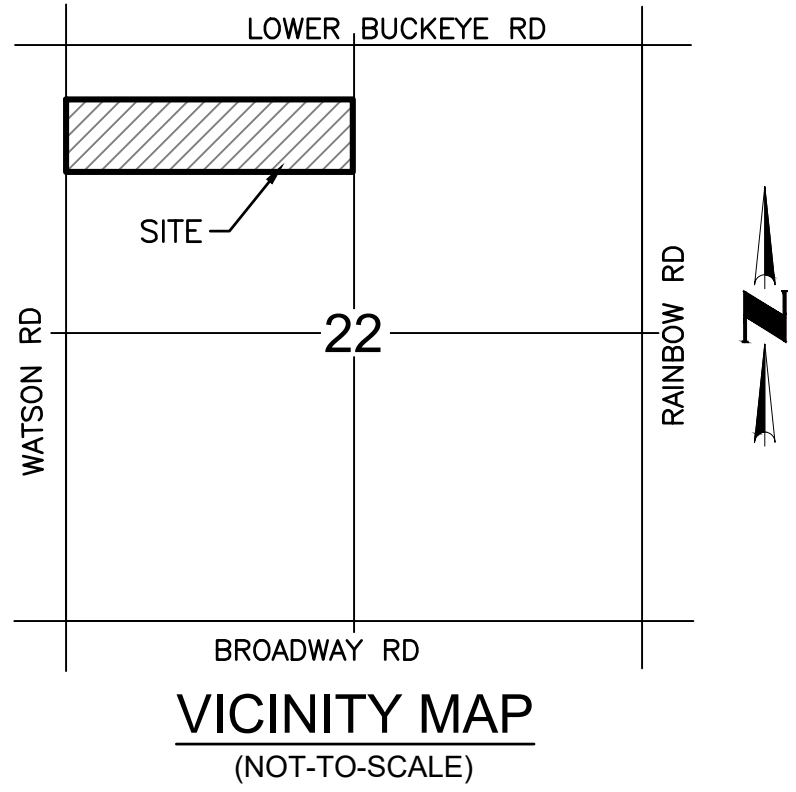
THE _____ OF LS-BENTRIDGE L.L.C., A DELEWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF LS-BENTRIDGE L.L.C. FOR THE PURPOSES HEREIN CONTAINED.

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ASSURED WATER SUPPLY

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, ARIZONA DEPARTMENT OF WATER RESOURCES FILE NO. 27-701134.0000, FOR THE SUBDIVISION IN ACCORDANCE WITH SECTION 45-576 OF THE ARIZONA REVISED STATUTES (ARS).



OWNER/DEVELOPER

LS-BENTRIDGE L.L.C.
7600 EAST DOUBLETREE RANCH ROAD, SUITE 240
SCOTTSDALE, ARIZONA 85258
PHONE: (480)-629-4111
CONTACT: GENE STROJEK
EMAIL: GSTROJEK@LANDSEAHOMES.COM

SURVEYOR

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

APPROVAL

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

_____, 2021.

BY: _____

MAYOR

ATTEST: _____

CITY CLERK

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

BY: _____

BUCKEYE CITY ENGINEER

DATE

BY: _____

DEVELOPMENT SERVICES DIRECTOR

DATE

SHEET INDEX

COVER 1
TABLES , LEGEND, KEY MAP, AND DETAILS 2
FINAL PLAT 3-8
LEGAL DESCRIPTION AND AREA TABLES 9

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF NINE (9) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ARIZONA REGISTERED LAND SURVEYOR #33851

BY: _____
RICHARD G. ALCOCER

BASIS OF BEARING

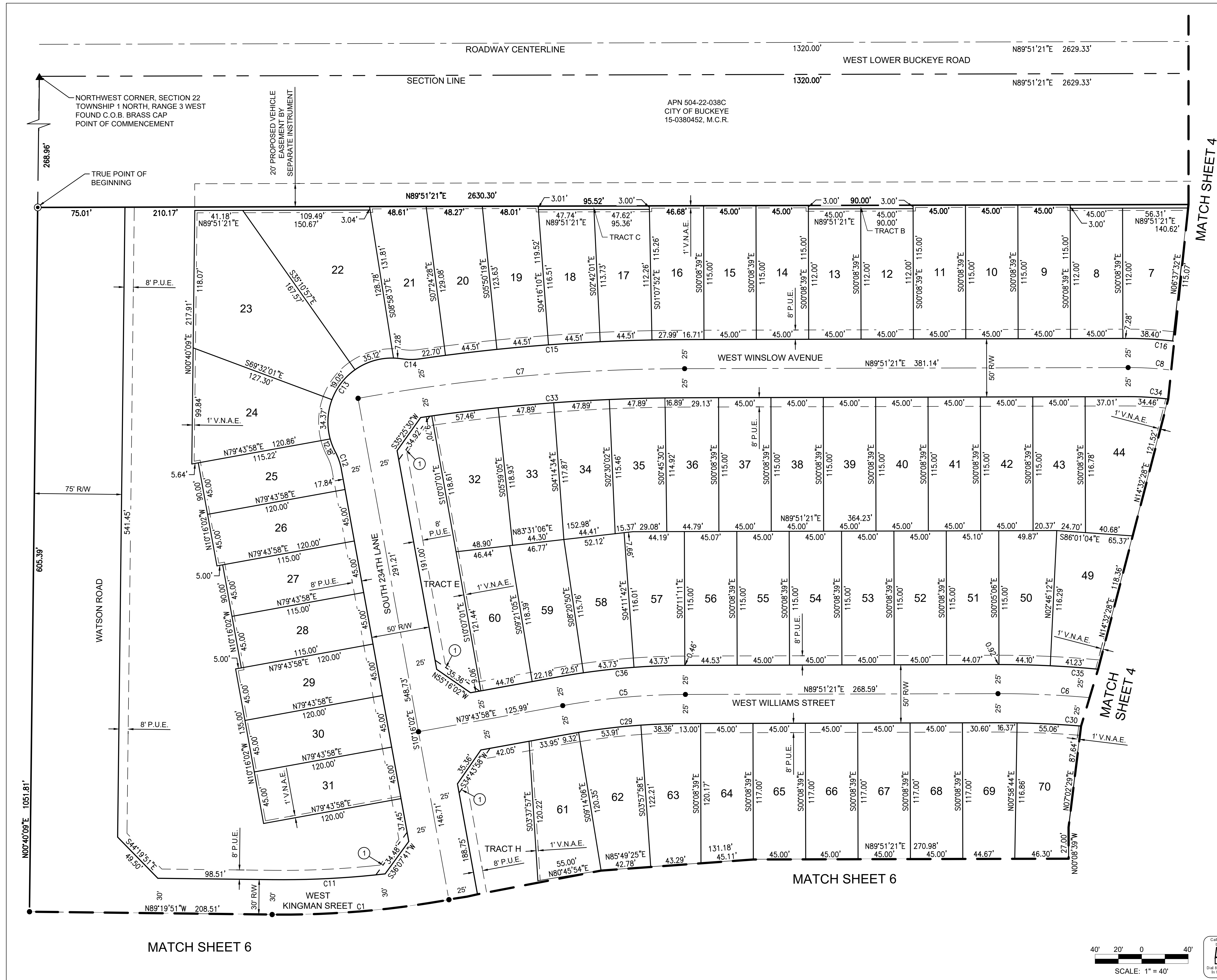
N89°51'21"E ALONG THE NORTH LINE OF THE NORTH HALF OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER AND BASE MERIDIAN, MARICOPA COUNTY, ARIZONA.

SITE AREA

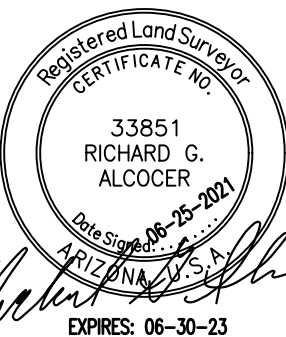
GROSS: 2,768,170 S.F. OR 63.548 ACRES

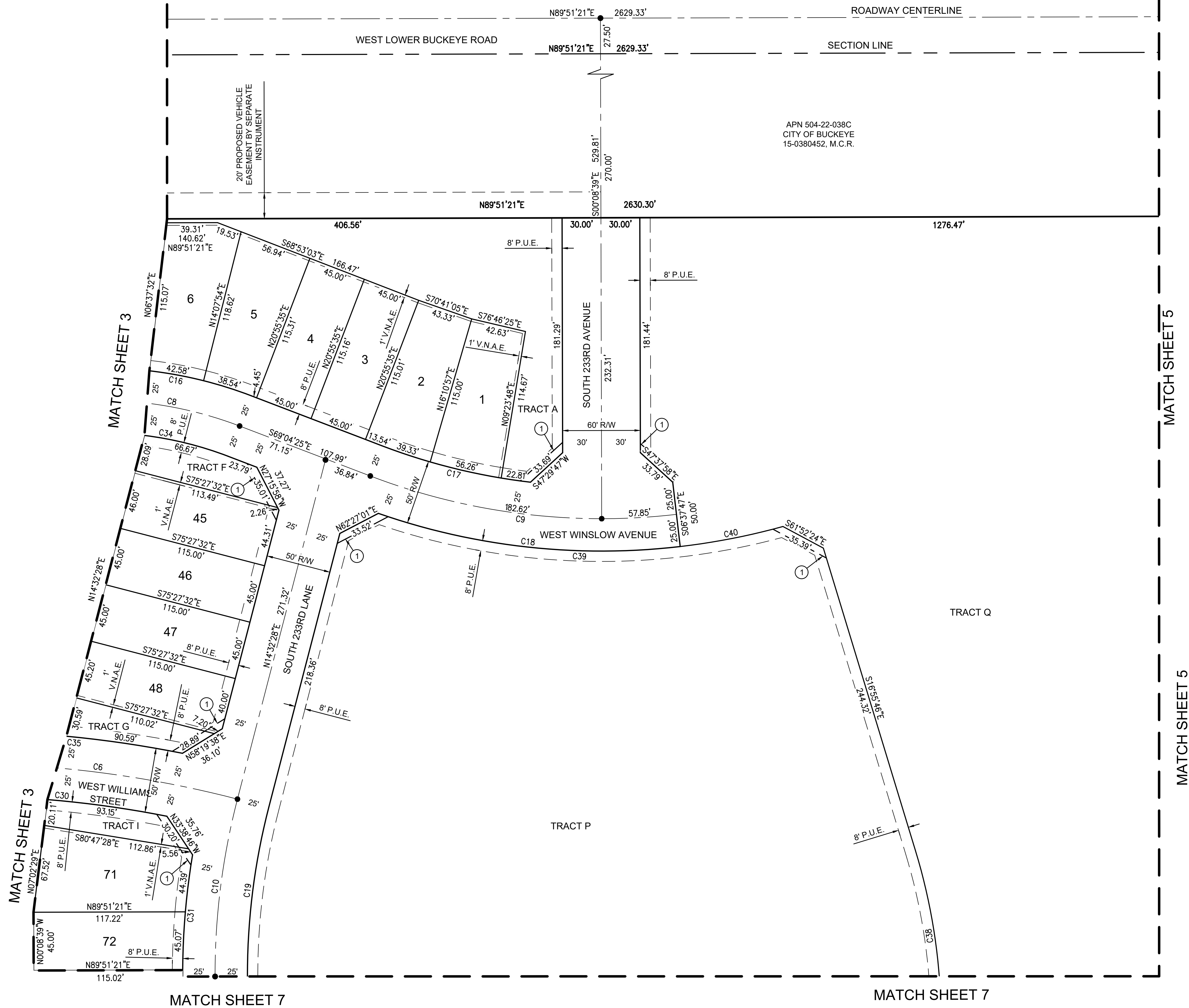


MANAGING ENGINEERING / SURVEYOR RICHARD G. ALCOCER, R.L.S.	PROJECT COORDINATOR DOUGLAS W. CHUBIN, P.E.	CHECKED CVL	CHECKED	DRAWING SCALES AS NOTED
DESIGN LAYOUT CVL	DRAFTED CVL	DRAFTED		
FIELD SURVEY				
FINAL PLAT		ENGINEER INFORMATION CELEBRATING 60 YEARS 4550 North 12th Street Phoenix, Arizona 85014 602-264-6831 www.cvl.com		
COVER A FINAL PLAT OF BENTRIDGE		COB PROJECT PLAN STICKER		
PROJECT:				
COB PERMITTING APPROVED SEAL		COB ENGINEERING APPROVED SEAL		SUBMITTAL: 3RD SUBMITTAL
AS-BUILT SEAL		DESIGN SEAL 		
ORIGINAL PLAN DATE 10-19-2020		LATEST REVISION DATE 06-25-2021		COB PLAN TRACKING # PLZS - 20 - 00085 COB PERMIT # ENG -
PROJECT NUMBER CVL: 14-0353801		SHEET NUMBER 1 OF 9		

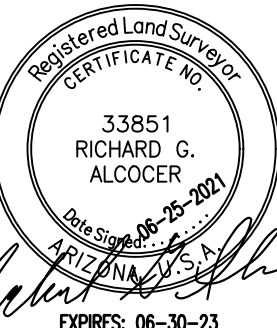


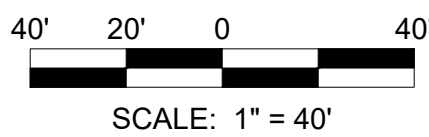
SEE SHEET 2 FOR
LINE AND CURVE
TABLES

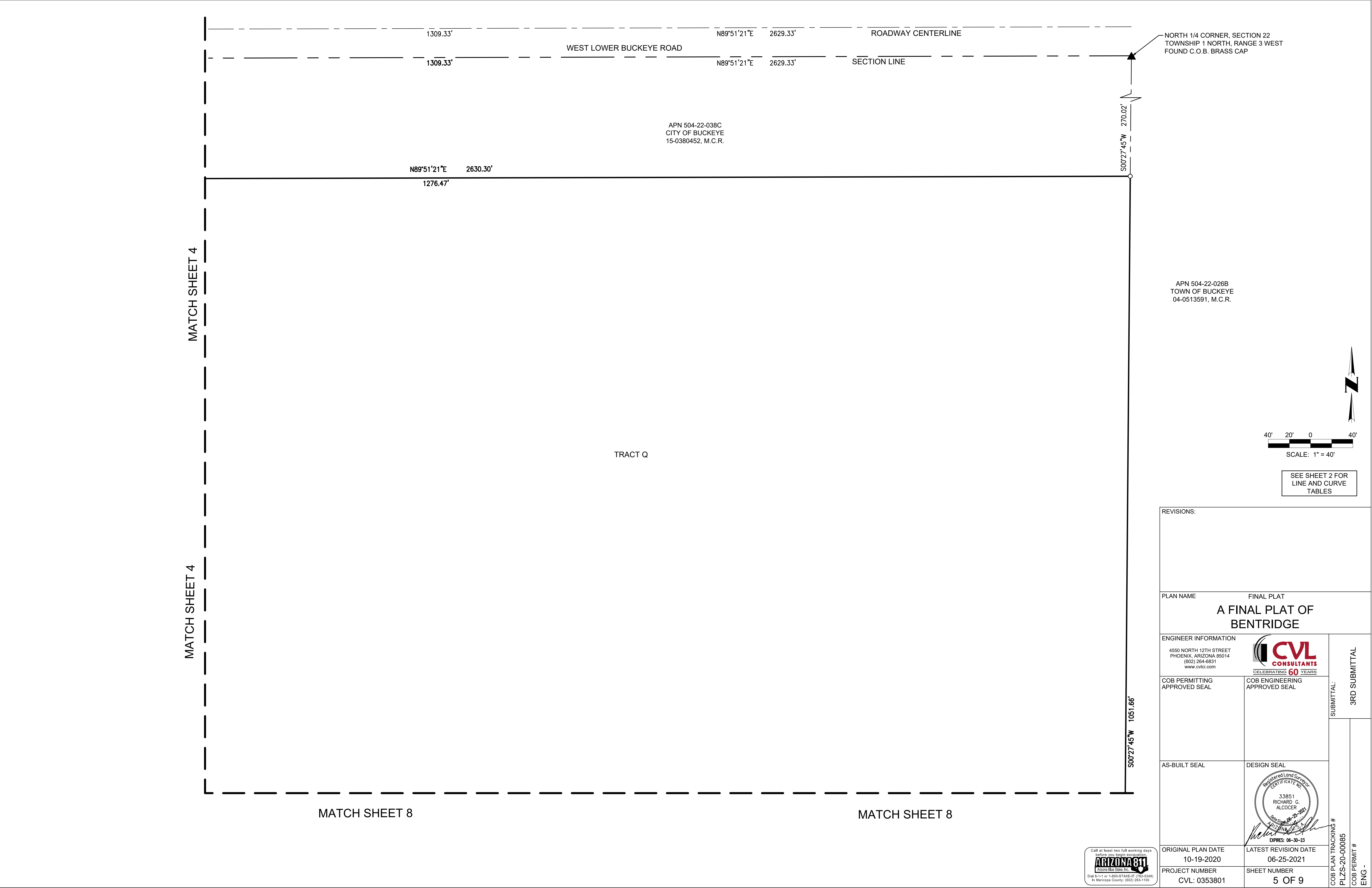
REVISIONS:			
PLAN NAME		FINAL PLAT	
A FINAL PLAT OF BENTRIDGE			
ENGINEER INFORMATION 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvl.com			
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	SUBMITTAL:	3RD SUBMITTAL
AS-BUILT SEAL	DESIGN SEAL 	COB PLAN TRACKING # PLZS-20-00085	COB PERMIT # ENG -
ORIGINAL PLAN DATE 10-19-2020	LATEST REVISION DATE 06-25-2021	COB PLAN TRACKING # PLZS-20-00085	
PROJECT NUMBER CVL: 0353801	SHEET NUMBER 3 OF 9	COB PERMIT # ENG -	



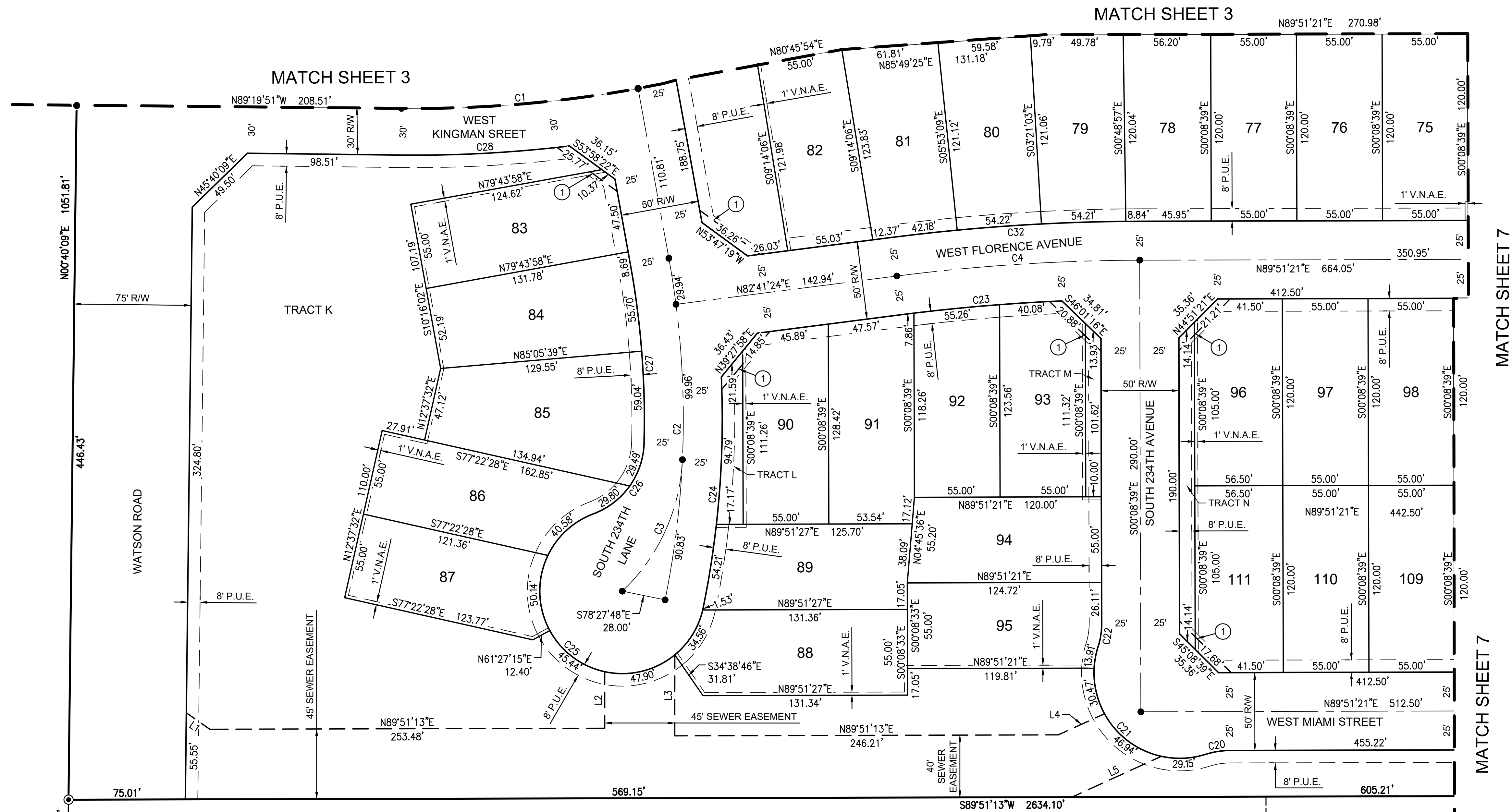
SEE SHEET 2 FOR
LINE AND CURVE
TABLES

REVISIONS:			
PLAN NAME			
FINAL PLAT			
A FINAL PLAT OF			
BENTRIDGE			
ENGINEER INFORMATION		 CELEBRATING 60 YEARS	
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvl.com		SUBMITTAL: 3RD SUBMITTAL	
COB PERMITTING APPROVED SEAL			
COB ENGINEERING APPROVED SEAL		SUBMITTAL: 3RD SUBMITTAL	
AS-BUILT SEAL			
DESIGN SEAL		SUBMITTAL: 3RD SUBMITTAL	
			
ORIGINAL PLAN DATE 10-19-2020		LATEST REVISION DATE 06-25-2021	
PROJECT NUMBER CVL: 0353801		SHEET NUMBER 4 OF 9	





REVISIONS:			
PLAN NAME			
FINAL PLAT			
A FINAL PLAT OF BENTRIDGE			
ENGINEER INFORMATION		SUBMITTAL:	
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvlci.com		3RD SUBMITTAL	
COB PERMITTING APPROVED SEAL		COB ENGINEERING APPROVED SEAL	
AS-BUILT SEAL		DESIGN SEAL	
ORIGINAL PLAN DATE 10-19-2020		LATEST REVISION DATE 06-25-2021	
PROJECT NUMBER CVL: 0353801		SHEET NUMBER 5 OF 9	
COB PLAN TRACKING # PLZS-20-00085		COB PERMIT # ENG -	



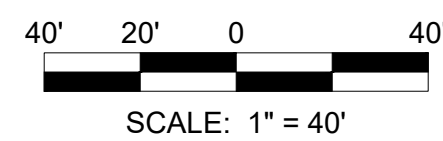
WEST 1/4 CRN. SECTION 22
TOWNSHIP 1 NORTH, RANGE 3 WEST

APN 504-22-034F
ROBBIE A JAY
03-0559545, M.C.R.

APN 504-22-034E
BUCKEYE VALLEY CONGREGATION OF JEHOVAS WITNESSES
20-0413391, M.C.R.

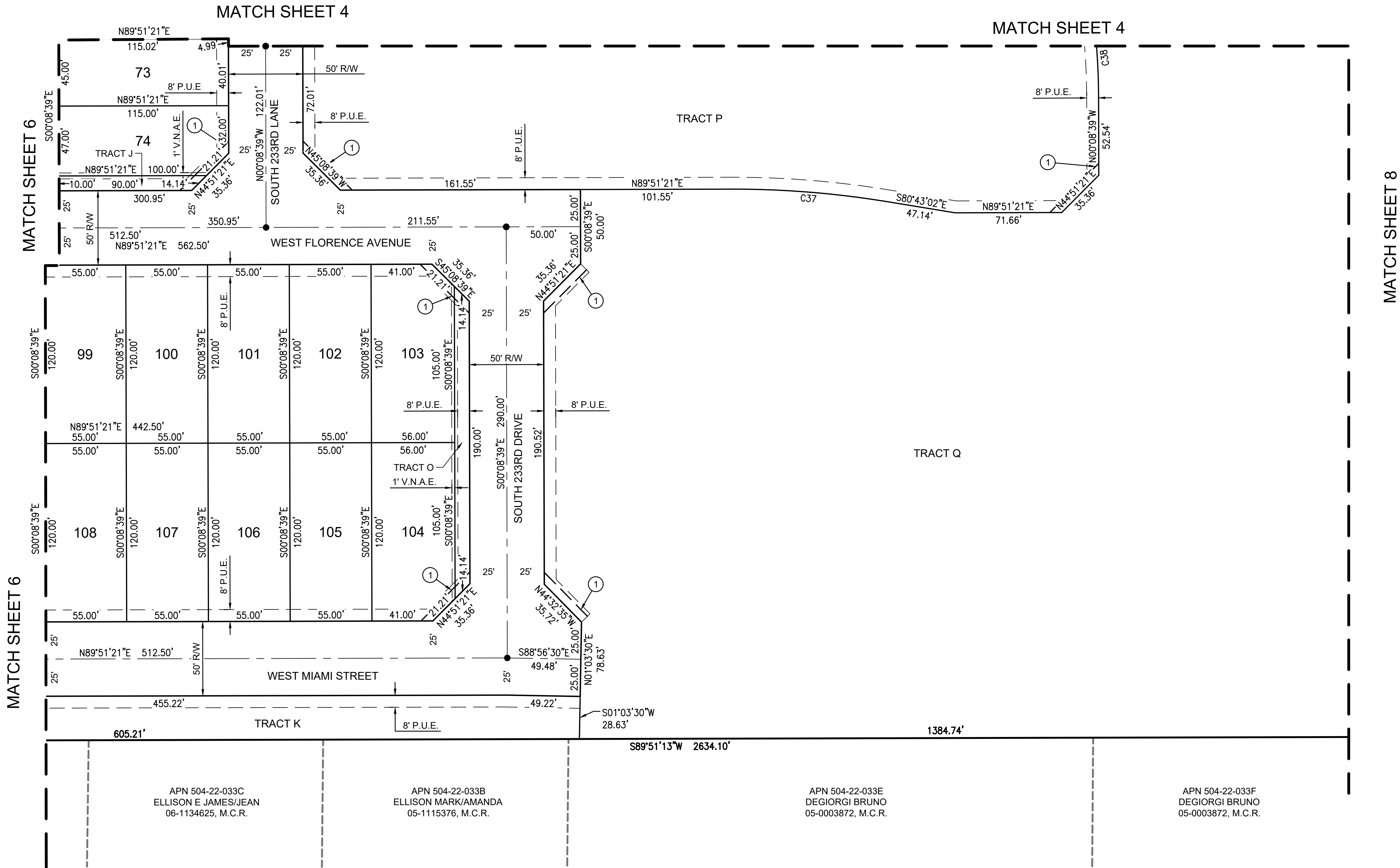
APN 504-22-034C
LESLIE EVAN G JR/
KARRI L TR
08-0288854, M.C.R.

APN 504-22-034D
ELLISON ELWOOD/
MARK/DEGIORGI BRUNO/ROBBIE JAY
07-1227438, M.C.R.



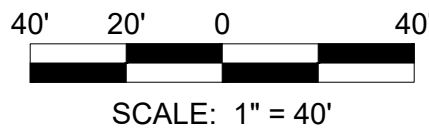
REVISIONS:	
PLAN NAME FINAL PLAT A FINAL PLAT OF BENTRIDGE	
ENGINEER INFORMATION 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvl.com CVL CONSULTANTS CELEBRATING 60 YEARS	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE 10-19-2020	LATEST REVISION DATE 06-25-2021
PROJECT NUMBER CVL: 0353801	SHEET NUMBER 6 OF 9
SUBMITTAL: 3RD SUBMITTAL	
COB PLAN TRACKING # PLZS-20-00085	
COB PERMIT # ENG -	

SEE SHEET 2 FOR
LINE AND CURVE
TABLES



SEE SHEET 2 FOR
LINE AND CURVE
TABLES

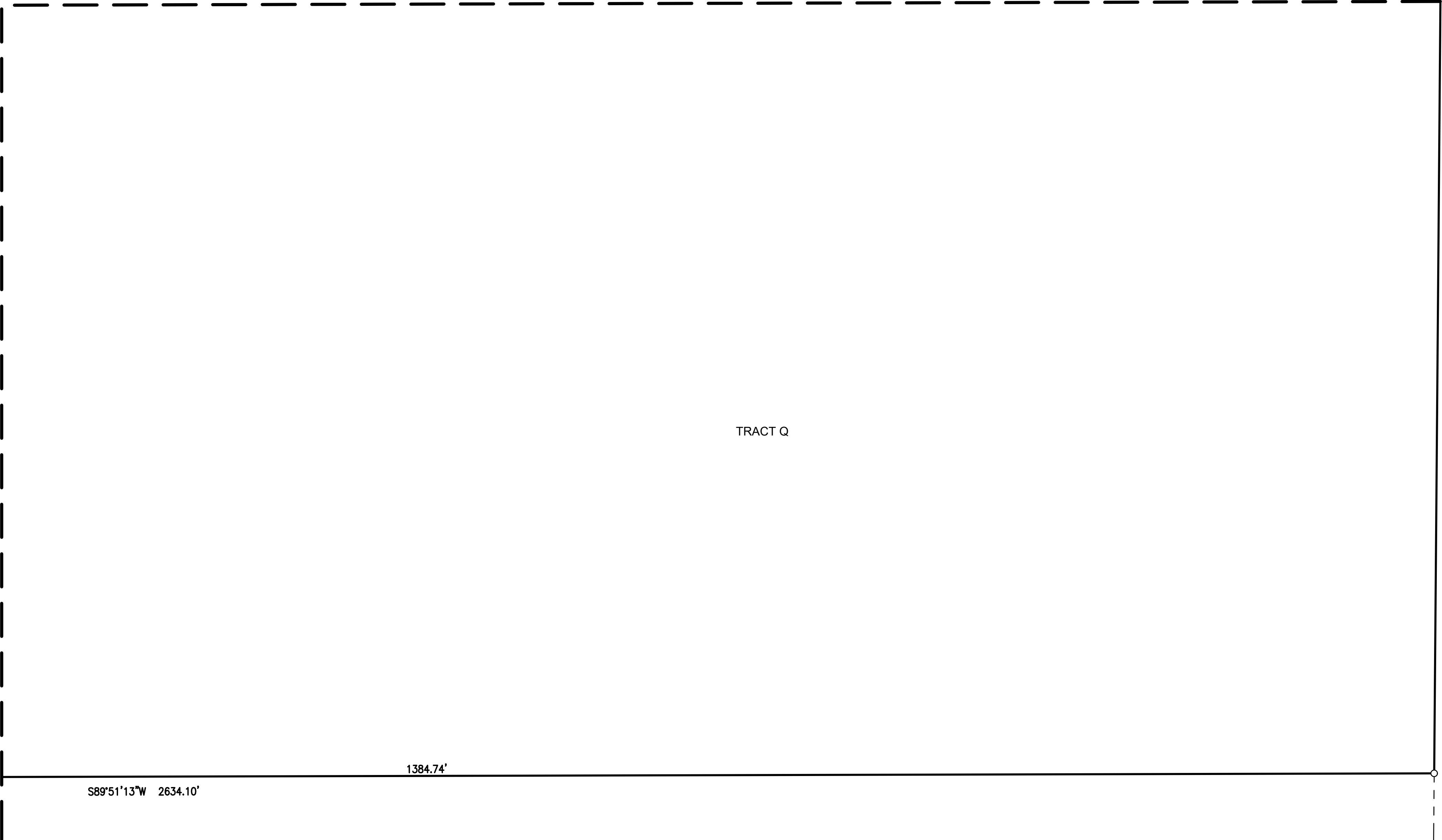
REVISIONS:				
PLAN NAME FINAL PLAT A FINAL PLAT OF BENTRIDGE				
ENGINEER INFORMATION 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvlci.com		 CELEBRATING 60 YEARS		
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	SUBMITTAL: 3RD SUBMITTAL	COB PLAN TRACKING # PLZS-20-00085 COB PERMIT # ENG -	
AS-BUILT SEAL	DESIGN SEAL 			
ORIGINAL PLAN DATE 10-19-2020	LATEST REVISION DATE 06-25-2021			
PROJECT NUMBER CVL: 0353801	SHEET NUMBER 7 OF 9			



MATCH SHEET 7

MATCH SHEET 5

MATCH SHEET 5



APN 504-22-026B
TOWN OF BUCKEYE
04-0513591, M.C.R.

TRACT Q

S89°51'13"W 2634.10'

1384.74'

S00°27'45"W 1051.66'

S00°27'45"W 2643.37'

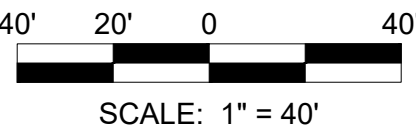
1321.69'

CENTER OF SECTION 22
TOWNSHIP 1 NORTH, RANGE 3 WEST
FOUND 1/2" REBAR WITH NO I.D.

APN 504-22-033F
DEGIORGI BRUNO
05-0003872, M.C.R.

SEE SHEET 2 FOR
LINE AND CURVE
TABLES

REVISIONS:	
PLAN NAME FINAL PLAT A FINAL PLAT OF BENTRIDGE	
ENGINEER INFORMATION 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvlci.com CVL CONSULTANTS CELEBRATING 60 YEARS	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE 10-19-2020	LATEST REVISION DATE 06-25-2021
PROJECT NUMBER CVL: 0353801	SHEET NUMBER 8 OF 9
SUBMITTAL: 3RD SUBMITTAL	
COB PLAN TRACKING # PLZS-20-00085	
COB PERMIT # ENG -	



LOT AREA TABLE		
LOT	AREA (SQUARE FEET)	AREA (ACRES)
1	5,697	0.131
2	5,548	0.127
3	5,179	0.119
4	5,186	0.119
5	5,806	0.133
6	5,972	0.137
7	5,591	0.128
8	5,040	0.116
9	5,175	0.119
10	5,175	0.119
11	5,175	0.119
12	5,040	0.116
13	5,040	0.116
14	5,175	0.119
15	5,175	0.119
16	5,256	0.121
17	5,198	0.119
18	5,300	0.122
19	5,608	0.129
20	5,837	0.134
21	6,097	0.140
22	9,649	0.221
23	12,971	0.298
24	7,911	0.182
25	5,343	0.123
26	5,400	0.124
27	5,175	0.119
28	5,175	0.119
29	5,400	0.124
30	5,400	0.124
31	5,400	0.124
32	6,321	0.145
33	5,462	0.125
34	5,385	0.124
35	5,295	0.122
36	5,221	0.120
37	5,175	0.119

LOT AREA TABLE		
LOT	AREA (SQUARE FEET)	AREA (ACRES)
38	5,175	0.119
39	5,175	0.119
40	5,175	0.119
41	5,175	0.119
42	5,175	0.119
43	5,197	0.119
44	6,649	0.153
45	5,289	0.121
46	5,175	0.119
47	5,175	0.119
48	5,185	0.119
49	6,193	0.142
50	5,423	0.124
51	5,180	0.119
52	5,175	0.119
53	5,175	0.119
54	5,175	0.119
55	5,175	0.119
56	5,178	0.119
57	5,520	0.127
58	5,538	0.127
59	5,344	0.123
60	5,463	0.125
61	5,895	0.135
62	5,876	0.135
63	5,745	0.132
64	5,336	0.123
65	5,265	0.121
66	5,265	0.121
67	5,265	0.121
68	5,265	0.121
69	5,360	0.123
70	5,722	0.131
71	6,727	0.154
72	5,212	0.120
73	5,175	0.119
74	5,293	0.121

LOT AREA TABLE		
LOT	AREA (SQUARE FEET)	AREA (ACRES)
75	6,600	0.152
76	6,600	0.152
77	6,600	0.152
78	6,659	0.153
79	6,861	0.157
80	6,878	0.158
81	7,106	0.163
82	6,760	0.155
83	7,221	0.166
84	7,641	0.175
85	9,088	0.209
86	7,708	0.177
87	6,818	0.157
88	7,656	0.176
89	7,017	0.161
90	6,825	0.157
91	7,241	0.166
92	6,662	0.153
93	6,772	0.155
94	6,730	0.154
95	6,794	0.156
96	6,668	0.153
97	6,600	0.152
98	6,600	0.152
99	6,600	0.152
100	6,600	0.152
101	6,600	0.152
102	6,600	0.152
103	6,607	0.152
104	6,607	0.152
105	6,600	0.152
106	6,600	0.152
107	6,600	0.152
108	6,600	0.152
109	6,600	0.152
110	6,600	0.152
111	6,668	0.153

TRACT TABLE		
TRACT	AREA (ACRES)	DESCRIPTION
TRACT A	0.425	DRAINAGE, LANDSCAPE
TRACT B	0.006	LANDSCAPE
TRACT C	0.007	LANDSCAPE
TRACT D	1.281	DRAINAGE, LANDSCAPE
TRACT E	0.175	LANDSCAPE
TRACT F	0.067	LANDSCAPE
TRACT G	0.056	LANDSCAPE
TRACT H	0.295	LANDSCAPE
TRACT I	0.052	LANDSCAPE
TRACT J	0.022	LANDSCAPE
TRACT K	2.611	DRAINAGE, LANDSCAPE, SEWER EASEMENT
TRACT L	0.034	LANDSCAPE
TRACT M	0.024	LANDSCAPE
TRACT N	0.046	LANDSCAPE
TRACT O	0.046	LANDSCAPE
TRACT P	4.823	DRAINAGE, LANDSCAPE, AMENITY
TRACT Q	29.749	DRAINAGE, FUTURE DEVELOPMENT

RIGHT-OF-WAY AREA TABLE	
STREET NAME	AREA (SQUARE FEET)
233 AVENUE	13,048
233 DRIVE	13,283
233 LANE	25,324
234 AVENUE	14,049
234 LANE	45,662
FLORENCE AVENUE	42,469
KINGMAN STREET	17,522
MIAMI STREET	28,248
WATSON ROAD	78,886
WILLIAMS STREET	34,803
WINSLOW AVENUE	56,277

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 22, FROM WHICH THE BRASS CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 89°51'21" EAST, A DISTANCE OF 2,629.33 FEET;

THENCE SOUTH 00°40'09" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 270.03 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 270.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, BEING THE SOUTHERLY LINE OF AN APS/SRP TRANSMISSION LINE EASEMENT RECORDED IN DOCUMENT NO. 2002-0797669, MARICOPA COUNTY RECORDS, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°51'21" EAST, ALONG SAID SOUTHERLY LINE AND SAID PARALLEL LINE, A DISTANCE OF 2,630.30 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE SOUTH 00°27'45" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,051.66 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE SOUTH 89°51'13" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,634.10 FEET THE SOUTHWEST QUARTER THEREOF;

THENCE NORTH 00°40'09" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,051.81 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,768,170 SQUARE FEET OR 63.548 ACRES, MORE OR LESS.



REVISIONS:	
PLAN NAME LEGAL DESCRIPTION AND AREA TABLES	
A FINAL PLAT OF BENTRIDGE	
ENGINEER INFORMATION 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 (602) 264-6831 www.cvlci.com	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE 10-19-2020	LATEST REVISION DATE 06-25-2021
PROJECT NUMBER CVL: 0353801	SHEET NUMBER 9 OF 9
SUBMITTAL: 3RD SUBMITTAL	
COB PLAN TRACKING # PLZS-20-00085	
COB PERMIT # ENG -	

Certificate of Assured Water Supply



DOUGLAS A. DUCEY
Governor

THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

Via Electronic and Certified Mail

January 25, 2021

DeAnn Hauver
Matrix New World/Southwest Groundwater
3033 N. 44th Street, Suite 120
Phoenix, AZ 85018

**Re: Certificate of Assured Water Supply
Bentridge
DWR File No. 27-701134.0000**

Dear Ms. Hauver:

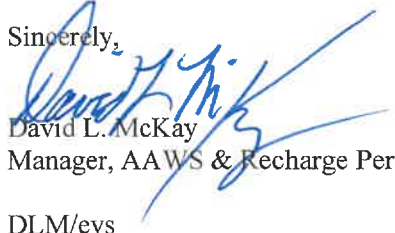
The Arizona Department of Water Resources (Department) has determined that the criteria for an Assured Water Supply pursuant to A.R.S. § 45-576 and A.A.C. R12-15-701 *et seq.* have been met, and therefore the Director has decided to issue Certificate of Assured Water Supply No. 27-701134.0000, attached.

The City of Buckeye will provide water to the subdivision. The source of supply will be groundwater. The annual estimated water demand of the subdivision is 126.97 acre-feet per year for 247 lots, and the groundwater allowance for the subdivision for the 100-year period is 126.97 acre-feet. Pursuant to A.R.S. § 45-578(F), the total projected average annual replenishment obligation at build-out for each plat under the Certificate is 125.71 acre-feet per year.

The Department suggests you record your Certificate of Assured Water Supply in the appropriate county recorder's office. This will provide you with a permanent public record of the Certificate. This determination is applicable only to the persons or entities specified on the Certificate and for the plat reviewed by the Department, including non-material plat changes pursuant to A.A.C. R12-15-708.

Pursuant to A.R.S. § 41-1092.03, the Director's determination and decision to issue the Certificate is an appealable agency action. You are entitled to appeal this action. If you wish to appeal this action, you must file a written appeal within thirty (30) days from receipt of this letter. A summary of the appeal process and an appeal form are attached, should you elect to pursue this option.

Sincerely,


David L. McKay
Manager, AAWS & Recharge Permitting

DLM/evs

Page 2

Subdivision Name: Bentrige

File Number: 27-701134.0000

CC: Via Electronic Mail:

CAGRD

Arizona Department of Real Estate

Arizona Department of Environmental Quality

Arizona State Land Department

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

This is to certify that

**Watson and Lower Buckeye, LLLP, an Arizona limited liability partnership, Owner, with
GWH Holdings, LLC, an Arizona limited liability company, Buyer,**

have 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.,

are issued this Certificate of Assured Water Supply for

**Bentridge
Township 1 North, Range 3 West, Section 22
GSRB&M Maricopa County, PHOENIX AMA**

The referenced subdivision consists of **247 lots** as described in the preliminary plat on file with the
Department, and has an estimated water demand of **126.97 acre-feet per year**. The subdivision
will be served **groundwater** by **City of Buckeye**.

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: 27-701134.0000



ARIZONA DEPARTMENT OF WATER RESOURCES

David F. May

Program Manager

01/25/2021

Date

TYPE A CERTIFICATE

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 7.A. Public Hearing and Action - Ordinance 18-21 - Bungalows on Yuma & Apache PAD Overlay
DATE PREPARED: 12/07/21	DISTRICT NO.: 3, 4
STAFF LIAISON: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on Ordinance No. 18-21 amending the Zoning Map of the City of Buckeye on approximately 36.1 acres, located at the southwest corner of Apache Road and Yuma Road to designate a Planned Area Development Overlay, for a property known as Bungalows on Yuma and Apache.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The PAD Overlay request would modify the required building separation requirement of the Commercial Center (CC) zoning district from 20 feet to eight (8) feet, in order to construct a new single-family rental community, known as Bungalows on Yuma and Apache. No further modification or changes to the Buckeye Development Code are proposed with this request. The site is surrounded by residential developments to the south, east, and northeast of the site. To the immediate north of the site is Jones Ford, and to the west is undeveloped.

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

ATTACHMENTS:

[PLZZ-21-00023 Yuma and 247th Bungalows Planning & Zoning Commission Packet w/vicinity map.pdf](#)

[ORD 18-21 Bungalows on Yuma Apache City Ordinance 11-19-2021.pdf](#)



REZONE

Report to the Planning and Zoning Commission

CASE NUMBER: PLZZ-21-00023
TITLE: Bungalows at Yuma and Apache PAD Overlay
MEETING DATE: November 23, 2021

Applicant/Owner: RVi Planning and Landscape Architecture, on behalf of Advanced Acquisitions, LLC

Request: A PAD Overlay within the Commercial Center (CC) zoning district to facilitate the construction of a single-family rental community

District: District 3, 4

Location: The southwest corner of Apache Road and Yuma Road

Site size: 36.1 acres

Density: 10.3 dwelling units to the acre

Public input: No input received

Recommendation: **Approve** with conditions

PROJECT DESCRIPTION

1. The applicant is requesting to add a Planned Area Development (PAD) overlay within a portion of land designated as Commercial Center (CC) for the construction of a single-family rental community. The project will include 1, 2, and 3-bedroom units, with one and two-story products containing three different elevation styles, associated site improvements and open space amenities.

AREA CONTEXT

2. The subject property is located at the southwest corner of Apache Road and Yuma Road, Maricopa County APN 504-63-004E and 504-63-003C, as shown in Attachment 1. The property is uniquely shaped and is located directly north of the planned Villages at Sundance community and the Leaf Verde RV Resort. The surrounding parcels are mostly undeveloped, other than the Jones Ford dealership located directly north, northwest across Yuma Road, as notated in Table 1 below.

Table 1: Existing Land Use, General Plan Designation, and Zoning District

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Business Commerce	Commercial Center (CC)
North	Jones Ford	Master Planned Community	Planned Community (PC)
South	Villages at Sundance future residential development	Neighborhood	Planned Residential (PR)
East	Vacant	Neighborhood	Commercial Center (CC)
West	Vacant	Business Commerce	General Commerce (GC)

PUBLIC PARTICIPATION

3. The applicant has advertised in accordance with Section 8 of the Development Code via mailed notice to those property owners within 500 feet of the subject site, as well as advertising within the Buckeye Star newspaper and site posting. The required notifications are further notated in Table 2 below.
4. In addition, while not required due to the COVID-19 pandemic, a virtual Neighborhood Meeting was held in accordance with Section 8.2.2. of the Buckeye Development Code.
5. The developer has provided the Citizen Participation Report, and is included as Attachment 4.

Table 2: Public Notice

Notification Element	Date
Notice of Application Mailing to Property Owners within 500 feet	7/1/2021
Virtual Neighborhood Meeting Notice	7/1/2021
Virtual Neighborhood Meeting	7/20/2021
Notice of Hearing Mailing to Property Owners within 500 feet	11/2/2021
Legal Notice – Newspaper	11/5/2021
Sign Posting	11/8/2021

BACKGROUND

6. 1996: Zoned Commercial Center (CC) District: Ord. 6-96; Approved 8/19/1996

ANALYSIS

General Plan

7. The subject property is located within the Business Commerce Land Use designation, as shown in Attachment 2. The proposal supports surrounding business and industrial uses by providing an additional housing product type. Additionally, the proposal will exclude approximately 2.5 acres of the site at the southeast corner of 247th Avenue and Yuma Road for future commercial development.

Development Code

8. The subject property is proposing to apply a Planned Area Development (PAD) overlay to the existing Commercial Center (CC) zoning district designation, as shown in Attachment 3. The CC district allows multi-family homes by right, and the subject of the PAD request is only to change the Building Separation requirement from 20 feet to 8 feet, in order to construct the proposed single-family rental community.

Public Comments

9. No comments have been received as of the date of this report.

RECOMMENDATION

10. Staff recommends the Planning and Zoning Commission motion for **approval** with conditions a. – o. of **PLZZ-21-00023** for the following reasons:

- Conformance with General Plan
 - Conformance with Development Code
 - No outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).
- a. Development of the property shall be in general conformance to the Project Narrative report entitled “Bungalows at Yuma and Apache” consisting of 11 pages, dated August 2021, and stamped received September 22, 2021, 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 this approval.
 - c. Ultimate number of units will be determined through site plan and construction document review.
 - d. Ultimate site layout, unit numbering, offsite improvements, and access point design will be determined through site plan and construction document review.
 - e. This subdivision is subject to a Parkway Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first final plat or before.
 - f. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first final plat or before.
 - g. All landscaped areas within the public rights of way, whether to be maintained by the City of Buckeye or if delegated to the adjacent property owner, homeowners’ association or other property maintenance association, shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. (The above described MID requirement ensures protection of the city in case maintenance of the ROW landscaping is not kept up or is abandoned by the responsible owner.) The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
 - h. Artificial or synthetic turf shall be allowed on all surfaces where turf can be used. No individual or association may impose private covenants, conditions, restrictions, deed clauses or other agreements between parties which prevent individuals from utilizing artificial or synthetic turf as an alternative to any landscaping where turf can be used. The quality of the artificial or synthetic turf may be subject to the requirements of individuals or associations.
 - i. No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or

special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

- j. Shrubbery in the right of way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards; therefore, shall be trimmed to less than 2'-0".
- k. Landscaping within the public-right-of-way will require:
 - 1. All landscaped areas, except those intentionally maintained with native plants, shall include an automatic irrigation system.
 - 2. All native plant landscaping plans shall include an establishment maintenance plan that ensures long term growth of all plantings.
 - 3. Establishment maintenance plan shall be sealed by a registered Landscape Architect.
 - 4. Water-efficient systems (e.g., drip, mini-spray, bubbler-type, or similar drip systems) shall be used whenever feasible. Low-flow sprinkler heads with matched precipitation rates shall be used when spray or rotor-type heads are specified for watering shrubs and ground cover areas.
 - 5. Multi-program weather sensing controllers with separated valves and circuits shall be used when the project contains more than one type of landscape treatment (e.g., lawn, ground cover, shrub, tree areas), or a variety of solar aspects.
 - 6. Soil moisture-sensing devices and rain sensors shall be used on all projects within public rights of way and in landscape tracts. The use of satellite based controllers is encouraged.
 - 7. Root barriers shall be designed and incorporated for all trees that are in the public right of way to ensure vertical root growth and avoid adjacent curb, sidewalk or pavement upheaval due to tree roots.
 - 8. Linear Root barriers shall be used along public improvements that are only on one side of a tree.
 - 9. Surround Root barriers shall be used when a tree is within the sidewalk or within a median.
 - 10. Tree canopies extending into the right of way shall be trimmed to the following minimum standards: 18'-0" over any public roadway, 7'-0" over any public sidewalk.
- l. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.
- m. Prohibited Trees: The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10):
 - 1. Male Mulberry Tree (*Morus Alba*).
 - 2. Olive Tree (*Olea Europea*).
 - 3. Additionally, North Indian Rosewood Trees (*Dalbergia Sissoo*) shall not be planted within the rights of way (and are suggested not be planted within the property) due to their destructive and invasive root structure
- n. Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002)
- o. The Developer shall dedicate a Public Easement for the 8-foot wide stabilized decomposed granite path and associated improvements such as landscaping located within the 100' power line corridor for use as a pedestrian trail. Developer shall construct trail improvements to the City's

standards. Developer to maintain the trail which obligation shall continue for the life of the trail, as determined by City.

ATTACHMENTS

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Citizen Participation Plan
5. Project Narrative

Prepared by:

Randy Proch, AICP, Senior Planner

Reviewed by:

Adam Copeland, Deputy Director of Planning

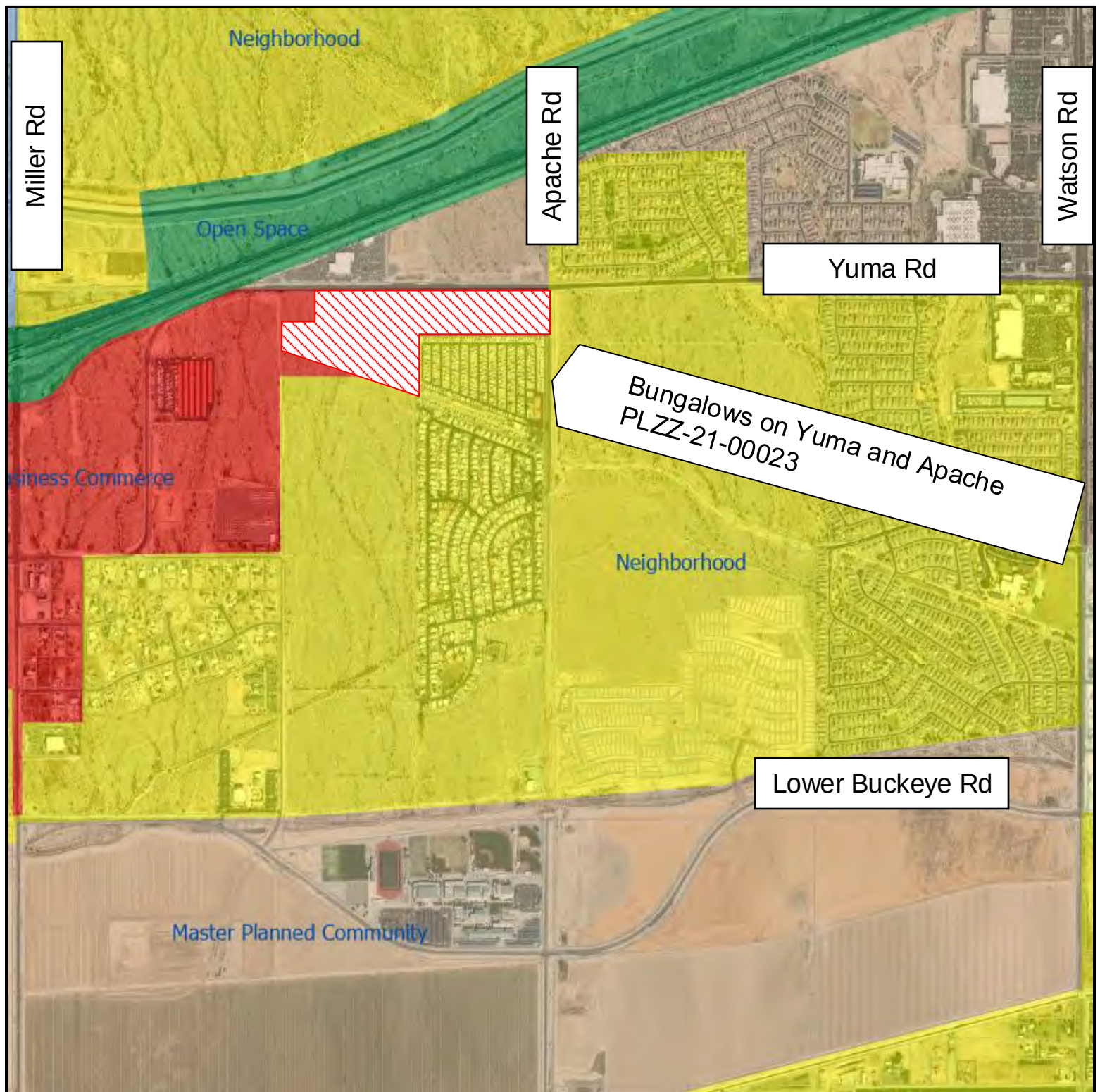
Attachment 1. Vicinity Map



0 0.125 0.25 0.375 0.5 Mile

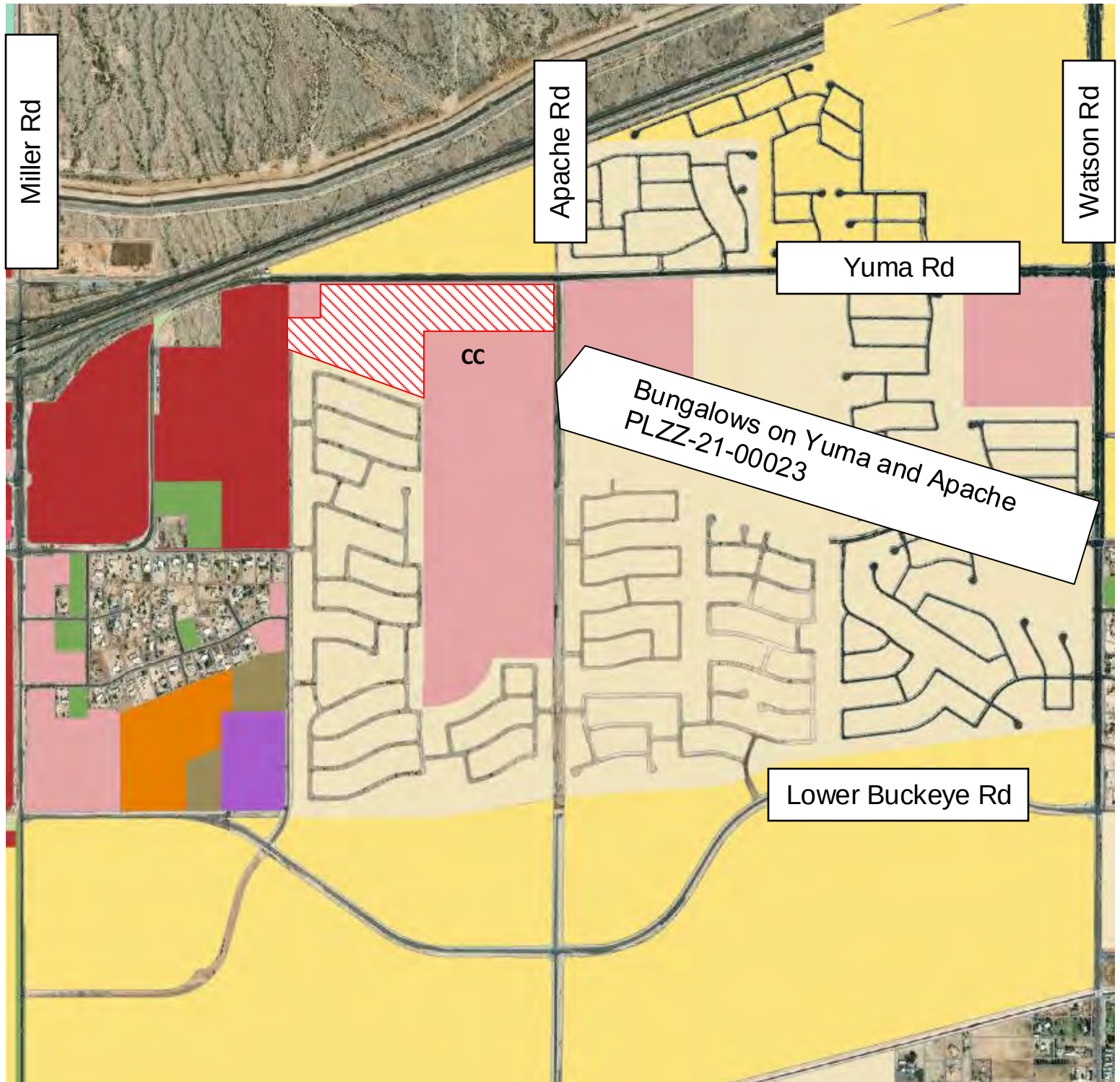


Attachment 2. General Plan Map



0 0.125 0.25 0.375 0.5 Mile





0 0.125 0.25 0.375 0.5 Mile



Attachment 4. Citizen Participation Plan

2nd Submittal

PLZZ-21-00023

RECEIVED

SEPT 22 2021

CITY OF BUCKEYE by:
WD

CITIZEN PARTICIPATION PLAN

Bungalows on Yuma and Apache PAD and Site Plan Applications

Case #'s: PLZZ-21-00023 and PLZSP-21-00047

City of Buckeye
July 28, 2021



Introduction

Every development application in the City of Buckeye that requires a public hearing in shall be accompanied by a Citizen Participation Plan designed to provide effective, early, and continuous public participation. The following sections document the public outreach as it relates to the Bungalows at Yuma and Apache project proposed in the City of Buckeye.

Interim Citizen Review Process during COVID-19

In response to this emergency declaration, both the Development Services and Engineering Departments have developed a specific continuity of operations plan to maintain the safety and health of staff as well as a seamless operation during the evolution of the COVID-19 situation. These interim operations have been posted on the Department's webpages and distributed electronically to the development industry. In further response, the following interim citizen review process will commence effective March 30, 2020 and will cease once the emergency declaration is officially withdrawn.

A.R.S9-462.03 requires an adopted citizen review process to include the following:

- Adjacent landowners and other potential affected citizens will be notified of the application.
- The municipality will inform adjacent landowners and other potential affected citizens of the substances of the proposed rezoning.
- Adjacent landowners and other potential affected citizens will be provided an opportunity to express any issues or concerns that they may have with the proposed rezoning before the public hearing.

Notification Method

The applicant shall deposit notices into first-class mail at least 15 days prior to the scheduled date of the hearing. In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted. Written notice shall be provided by the applicant to all persons listed on the records of the County Assessor as owners of land subject to the application or as owners of the parcels within 500 feet of the outer boundary of the land subject to the application.

The following items were included in the 500' required notification area on July, 1st 2021 as provided by **Exhibit 1: Affidavits of Mailing Notice.**

1. Neighborhood Meeting Notification
2. PAD Application Submittal Notification
3. Site Plan Application Submittal Notification

Public Outreach

As required by the Zoning Ordinance, neighborhood meeting notifications were sent to all property owners within 500' of all exterior boundaries of the site. See **Exhibit 2: Notification List.** The notice of neighborhood meeting was provided to all address within the notification list as provided by the Maricopa County Assessors records 19 days before the scheduled neighborhood meeting. See **Exhibit 3: Neighborhood Notification Letter.**

A neighborhood meeting was held via Zoom platform on July 20, 2021 from 6:00 PM to 7:06 PM. There was one member from the public in attendance. A summary of this neighborhood meeting is provided below.

The applicant introduced the project via a PowerPoint presentation and described the specifics of the project as outlined in **Exhibit 4: Neighborhood Meeting Presentation**. Upon conclusion of the formal presentation, the applicant answered questions from the one resident in attendance. The following section highlights the questions asked and the responses from the applicant at the neighborhood meeting.

Question: Where else is this style of development and what are the current rental rates for these apartment homes?

Answer: This product has been developed across the valley including the City of Phoenix, Peoria, Surprise, Buckeye, Casa Grande, Prescott Valley and Flagstaff to name a few. We will plan to follow up with Randy Proch to provide a list of a few of the similar developments that are currently completed or under construction for reference.

For this type of product, the rental rates vary depending on the unit size and geographic location. The provided units range from 766 sq. ft. for one-bedroom units, up to 1400 sq. ft. for 3 bedroom units. The exact rental rates are determined by the geographic market and currently are unknown for this development at this time. However, similar developments across the valley are considered “market rate” apartments and have provided a range of monthly rents from \$1200 - \$2000 a month.

Question: Have we received any feedback regarding the project?

Answer: No phone calls or emails have been received regarding this project.

Question: Have we started moving dirt on this site?

Answer: We are yet to do any work on this specific site which includes preliminary grading. We are yet to receive any approvals on these applications.

Ongoing Coordination

Throughout the processing of the rezoning application, the development team will engage with all interested parties to provide up to date information and tracking to the scheduled public hearings. To date, no additional phone calls or email conversations have occurred as it relates to either application.

Exhibit 1: Affidavit of Mailing Notices

Case Number: PLZZ-21-00023
Project Name: BUNGALOWS ON YUMA & APACHE
Applicant Name: RVi Planning + Landscape Architecture
Location: SWC OF YUMA RD AND APACHE RD

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Jessica Chisholm

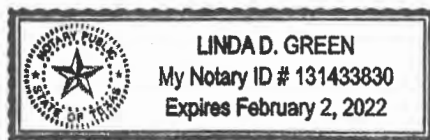
SUBSCRIBED AND SWORN before me this 1st day of July, 2021, by:

Linda D. Green

Notary Public

My Commission Expires:

2/2/2022



Affidavit of Mailing Notice

Case Number: PLZSP-21-00047
Project Name: BUNGALOWS ON YUMA & APACHE
Applicant Name: RVi Planning + Landscape Architecture
Location: SWC OF YUMA RD AND APACHE RD

In order to assist in providing adequate notice of application for interested parties, the applicant for site plans in the City of Buckeye shall secure the names and addresses of all property owners within 300 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send a notice of application to each said owner no less than fifteen (15) days from the date of application.

I confirm that I secured the names and addresses of all property owners within 300 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the notice of application to each said owner.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: Jessica Chisholm

SUBSCRIBED AND SWORN before me this 1st day of July, 2021, by:

Linda D. Green

Notary Public

My Commission Expires:
2/2/2022

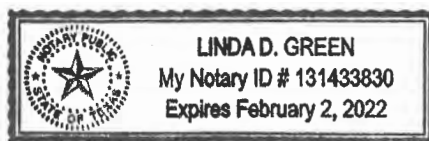
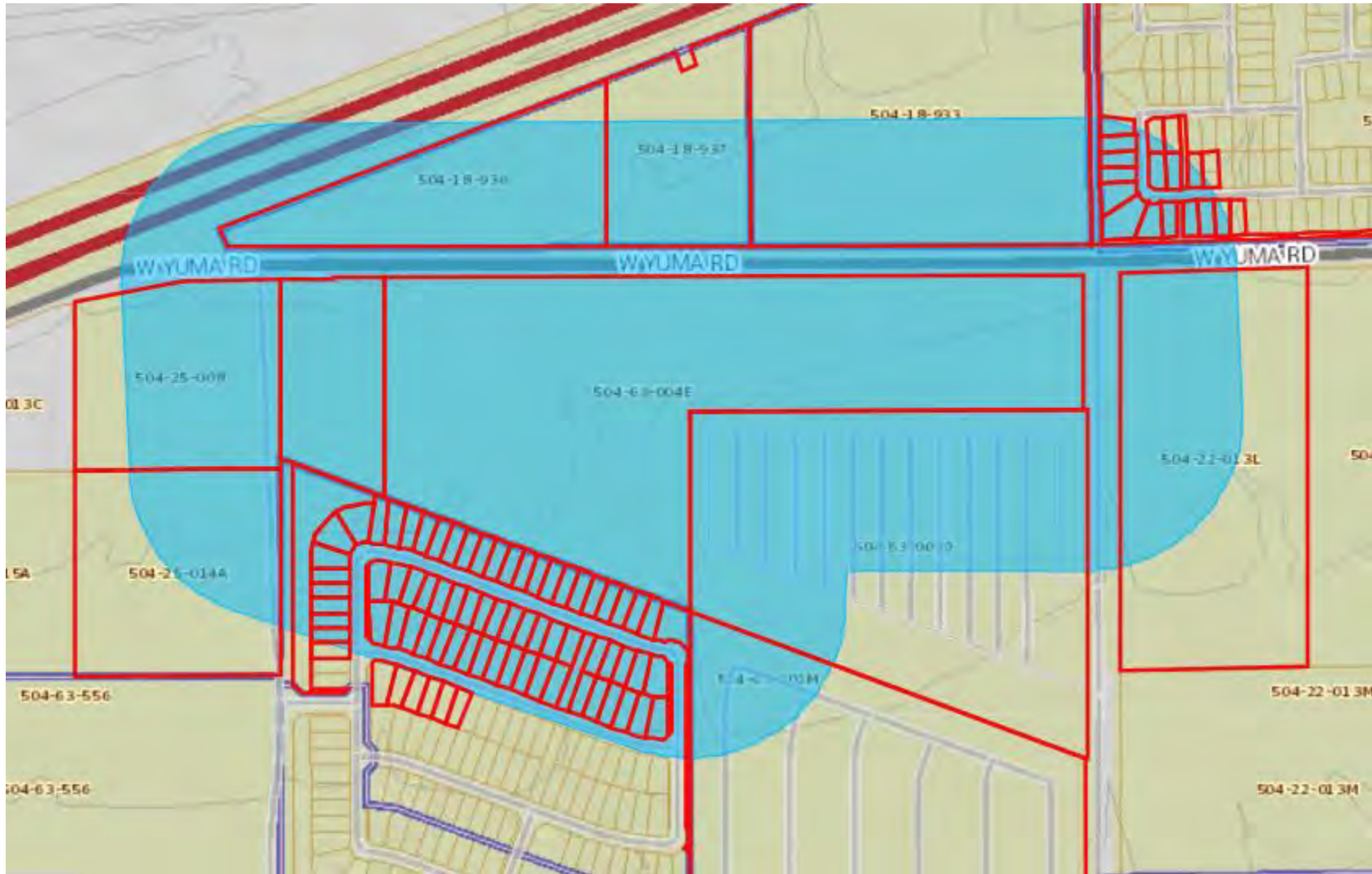


Exhibit 2: Notification List
500' Buffer Map – Maricopa County Assessors Map Tool



Parcel Number	Owner	Property Address	Mailing Address	MAIL_ADDR1	MAIL_CITY	MAIL_STAT	MAIL_ZIP
504-18-012F	WESTERN PROPERTIES INC		85 S WASHINGTON ST STE 211 SEATTLE WA 98104	85 S WASHINGTON ST STE 211	SEATTLE	WA	98104
504-18-936	JONES BROTHERS INVESTMENTS LLC	24600 W YUMA RD BUCKEYE 85326	24600 W YUMA RD BUCKEYE AZ 85326	24600 W YUMA RD	BUCKEYE	AZ	85326
504-22-013L	FER PROPERTIES		11111 W MCDOWELL RD AVONDALE AZ 85392	11111 W MCDOWELL RD	AVONDALE	AZ	85392
504-25-008	YUMA RD 247 AVE 18 ACRES LLC		7181 E CAMELBACK RD NO 401 SCOTTSDALE AZ 85251	7181 E CAMELBACK RD NO 401	SCOTTSDALE	AZ	85251
504-58-597	VENTURA REYNALDO/FRANCISCA	24225 W DESERT BLOOM ST BUCKEYE 85326	24225 W DESERT BLOOM ST BUCKEYE AZ 85326	24225 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-598	VILLEGAS JUAN C CASTANEDA/MONTANEZ VALERIE E	24231 W DESERT BLOOM ST BUCKEYE 85326	24231 W DESERT BLOOM ST BUCKEYE AZ 85236	24231 W DESERT BLOOM ST	BUCKEYE	AZ	85236
504-58-599	COLLANTES JESUS	24237 W DESERT BLOOM ST BUCKEYE 85326	24237 W DESERT BLOOM ST BUCKEYE AZ 85326	24237 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-600	DURAN CHRISTOPHER	24243 W DESERT BLOOM ST BUCKEYE 85326	19321 W HURON LN BUCKEYE AZ 85326	19321 W HURON LN	BUCKEYE	AZ	85326
504-58-601	CARLSON MARK/NOVICKI COLETTE	24249 W DESERT BLOOM ST BUCKEYE 85326	9 EDGERIDGE CLOSE N W CALGARY AB CANADA T3A6K4	9 EDGERIDGE CLOSE N W	CALGARY	AB	T3A6K4
504-58-602	VELAZQUEZ JOSE LUIS	24255 W DESERT BLOOM ST BUCKEYE 85326	24255 W DESERT BLOOM ST BUCKEYE AZ 85326	24255 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-603	GARCIA GABRIEL/LINDA E	24261 W DESERT BLOOM ST BUCKEYE 85326	24261 W DESERT BLOOM ST BUCKEYE AZ 85326	24261 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-604	SALCIDO RITA	1132 S 242ND LN BUCKEYE 85326	1132 S 242ND LN BUCKEYE AZ 85326	1132 S 242ND LN	BUCKEYE	AZ	85326
504-58-605	RAYGOZA MIGUEL C/MARIA E	1118 S 242ND LN BUCKEYE 85326	PO BOX 903 GILA BEND AZ 85337	PO BOX 903	GILA BEND	AZ	85337
504-58-606	AHP VI LLC	1102 S 242ND LN BUCKEYE 85326	11811 N TATUM BLVD NO 1051 PHOENIX AZ 85028	11811 N TATUM BLVD NO 1051	PHOENIX	AZ	85028
504-58-607	CAIN ALEXANDER DAVID	1086 S 242ND LN BUCKEYE 85326	1086 S 242ND LN BUCKEYE AZ 85326	1086 S 242ND LN	BUCKEYE	AZ	85326
504-58-608	LEWIS CALEB/MIRIAM	1070 S 242ND LN BUCKEYE 85326	1070 S 242ND LN BUCKEYE AZ 85326	1070 S 242ND LN	BUCKEYE	AZ	85326
504-58-623	PELAYO ROSALIO/ADELINA	24247 W TONTO ST BUCKEYE 85326	24247 W TONTO ST BUCKEYE AZ 85326	24247 W TONTO ST	BUCKEYE	AZ	85326
504-58-624	WITZIG ROBERT	24253 W TONTO ST BUCKEYE 85326	7501 E MCDOWELL RD APT 3073 SCOTTSDALE AZ 85257	7501 E MCDOWELL RD APT 3073	SCOTTSDALE	AZ	85257
504-58-625	NOEL J AND JOY A GARY LIVING TR	24254 W DESERT BLOOM ST BUCKEYE 85326	1910 HILLCREST DR GODDARD KS 67052	1910 HILLCREST DR	GODDARD	KS	67052
504-58-626	BILLMAN THOMAS/JENNIFER	24248 W DESERT BLOOM ST BUCKEYE 85326	24248 W DESERT BLOOM ST BUCKEYE AZ 85326	24248 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-627	DRAMAN REBECCA L	24242 W DESERT BLOOM ST BUCKEYE 85326	24242 W DESERT BLOOM ST BUCKEYE AZ 85326	24242 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-628	MARQUEZ MARIA	24236 W DESERT BLOOM ST BUCKEYE 85326	24236 W DESERT BLOOM ST BUCKEYE AZ 85326	24236 W DESERT BLOOM ST	BUCKEYE	AZ	85326
504-58-828	ACACIA CROSSING-BUCKEYE HOMEOWNERS ASSOC INC		PO BOX 7751 SURPRISE AZ 85374	PO BOX 7751	SURPRISE	AZ	85374
504-58-838	ACACIA CROSSING-BUCKEYE HOMEOWNERS ASSOC INC		8765 W KELTON LN BLDG A-1 STE 102 PEORIA AZ 85382	8765 W KELTON LN BLDG A-1 STE 102	PEORIA	AZ	85382
504-63-002M	SUN BUENA VISTA MH LLC	2000 S APACHE RD BUCKEYE 85326	27777 FRANKLIN RD STE 200 SOUTHFIELD MI 48034	27777 FRANKLIN RD STE 200	SOUTHFIELD	MI	48034
504-63-003C	SAGE CREEK B18 LLC		7356 E VAQUERO DR SCOTTSDALE AZ 85258	7356 E VAQUERO DR	SCOTTSDALE	AZ	85258
504-65-092	CENTURY COMMUNITIES OF ARIZONA LLC		7702 E DOUBLE TREE RANCH RD STE 303 SCOTTSDALE AZ 85258	7702 E DOUBLE TREE RANCH RD STE 303	SCOTTSDALE	AZ	85258



July 1, 2021

Bungalows on Yuma and Apache Application Submittal and Neighborhood Meeting Notification Letter

Dear Neighbor,

RVi Planning + Landscape Architecture, on behalf of Advanced Acquisitions, LLC has submitted a Planned Area Development (PAD) and Major Site Plan request to the City of Buckeye to develop a portion of two vacant parcels as a single family for rent community including approximately 333 units at 10.3 du/ac. The subject property is located at the southwest corner of Yuma Rd and Apache Rd, assessor parcel numbers 504-63-003C and 504-63-004E.

The proposed development request will allow for the development of a professionally managed, single family detached gated community with one and two-story rental homes designed in a cluster configuration on a single lot. The proposed development will incorporate various lifestyle amenities and a lush landscape and open space plan that will offer a luxury residential rental community to support the growing population within the City of Buckeye.

Time and Location

As a part of the City of Buckeye rezoning process, we will be holding a neighborhood meeting for neighbors of the property to speak with our development team and ask questions or voice your support and concerns. Due to the current situation with COVID-19, we will be holding the meeting virtually on an internet video conference platform called Zoom. The information for the meeting is as follows:

Meeting: Bungalows on Yuma and Apache

Location: Virtual Zoom Meeting

Project Website: <https://bit.ly/3hkmb1v> (Type into browser, accessible via Google Chrome, Firefox, or Microsoft Edge)

Date and Time: Tuesday, July 20th 6:00 PM

Instructions for Access to Virtual Neighborhood Meeting

The neighborhood meeting will be held on the Zoom, which can be accessed through your internet browser. To access the meeting, navigate to the project website through the following link through use of any supported internet browser including Google Chrome, Mozilla Firefox, or Microsoft Edge: <https://bit.ly/3hkmb1v>.

Once on the webpage, scroll down to the Virtual Neighborhood Meeting Info section. From there, you will see a link to access the virtual Zoom neighborhood meeting. Please note, to access the meeting, you will be required to register (the information required is similar to signing-in for a typical neighborhood meeting) for documentation purposes. The meeting registration information will be shared with the City and may also be used to keep you informed of changes or future meetings via email as well as traditional mail. At the beginning of the meeting, we will provide a brief overview of the meeting procedures and instructions for asking question, followed by a brief presentation of the project after which we will open the floor for questions and answers.

If you cannot join via computer through our website or wish to participate over phone only, please call in on your phone using the following information:

Call-in Number: +1 346 248 7799

Meeting ID: 970 4796 4337

Passcode (if needed): 448762

Please be advised that future meetings and hearings before the City of Buckeye Planning and Zoning Commission and City Council have not yet been set. Additional notification letters will be provided in the coming months with information regarding the hearing time and location.

If you have any questions about this letter or the project itself, please contact me or the City planner assigned to this case (contact information included below).

Kyle Barichello, RVi Planning + Landscape Architecture

Email: kbarichello@rviplanning.com

Phone: 815-674-1412

Randy Proch, Senior Planner, City of Buckeye

Email: rproch@buckeyeaz.com

Phone: 623-986-0701

We look forward to meeting with you.

Sincerely,

Kyle Barichello

Project Manager

RVi Planning + Landscape Architecture



Neighborhood Meeting

July 20, 2021

The Bungalows on Yuma and Apache, City of Buckeye

Aerial Map



Request for Development

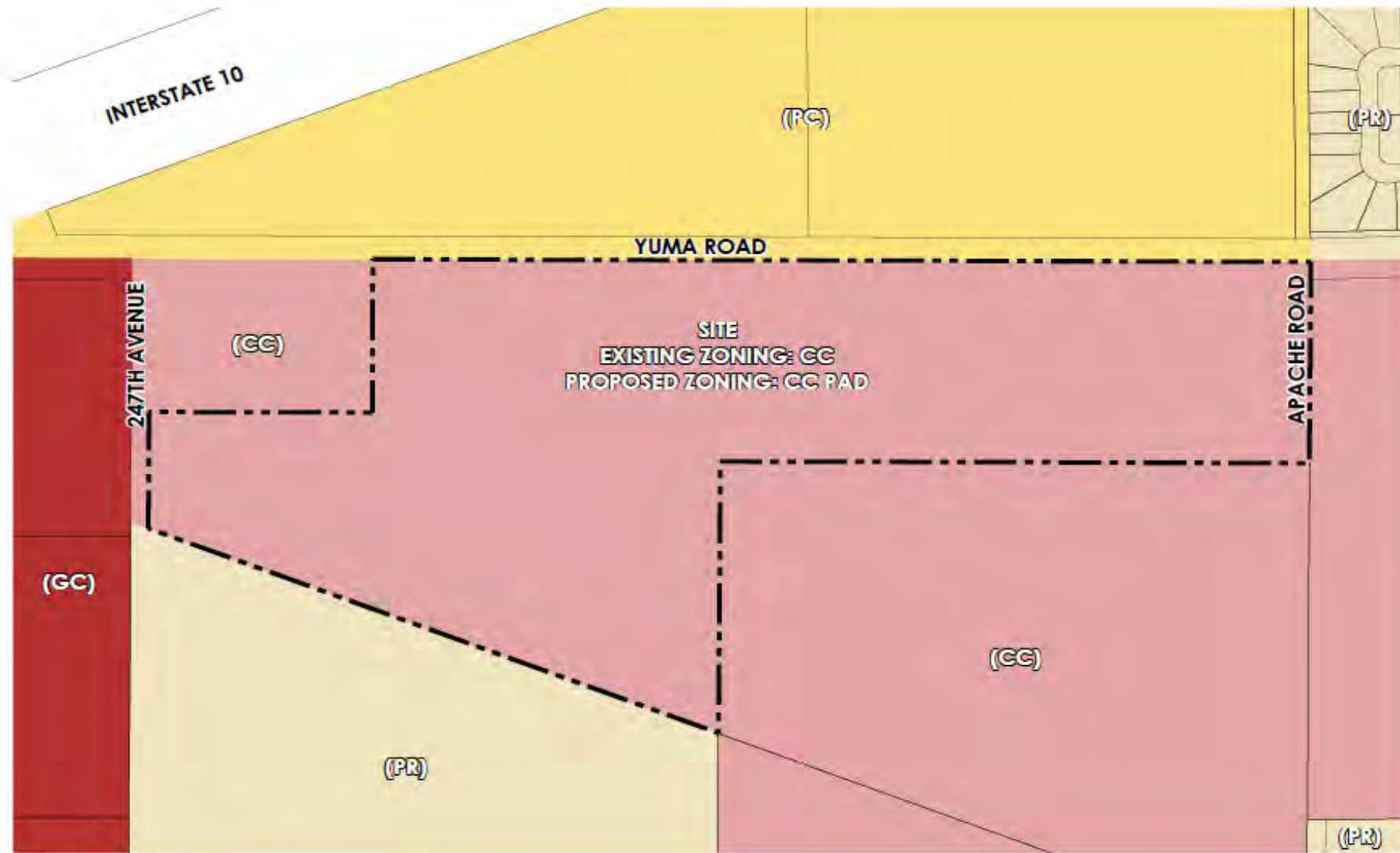
- PAD Overlay
 - Proposed use is currently permitted in the current zoning CC (Commercial Center) District
 - Amend one standard of the CC district
 - Minimum building separation from 20' to 8'
- Site Plan Application
 - Ensure conformance of Site Plan to meet required development standards and design guidelines.



City of Buckeye Planning and Zoning Project Application

DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY	
Date: _____ Planner: _____ Case No: _____	
PROPERTY INFORMATION: Project Name: <u>Bungalows on Yuma & Apache</u> Associated Cases: <u>PLZM-20-00109</u> Project Address/Location: <u>SWC OF YUMA RD AND APACHE RD</u> Current Zoning District: <u>Commercial Center (CC)</u> Parcel Number(s): <u>504-63-003C, 504-63-004E</u> Quarter Section: <u>T01N R03W 17</u> Request: <u>PAD overlay to reduce minimum building separation to 8'</u>	
CASE TYPE: ☐ Community Master Plan ☒ Planned Area Development ☐ Other: _____ ☐ CMP Major Amendment ☐ PAD Major Amendment ☐ CMP Minor Amendment ☐ PAD Minor Amendment	
IMPORTANT NOTE ABOUT PROJECT CONTACT(S):	The property owner may designate an agent as the coordinator for the project. This person (the applicant) will receive any technical comments and decision letters and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.
APPLICANT/OWNER AUTHORIZED AGENT INFORMATION: Name: <u>MARK REDDIE</u> Company: <u>RVI Planning + Landscape Architecture</u> E-mail: <u>MREDDIE@RVIPLANNING.COM</u> Business Phone: <u>480-994-0994</u> Home Phone: _____ Mobile Phone: _____ Other Phone: _____ Fax: _____ Address: <u>120 S. Ash Ave. Ste. 201</u> City: <u>Tempe</u> State: <u>AZ</u> Zip: <u>85281</u> Address Type: ☒ Physical ☐ Mailing Contact Preference: ☒ Email ☐ Business Phone ☐ Home Phone ☐ Mobile Phone ☐ Other Phone ☐ Address	SECONDARY APPLICANT CONTACT INFORMATION: Name: _____ Company: _____ E-mail: _____ Business Phone: _____ Home Phone: _____ Mobile Phone: _____ Other Phone: _____ Fax: _____ Address: _____ City: _____ State: _____ Zip: _____ Address Type: ☐ Physical ☐ Mailing Contact Preference: ☐ Email ☐ Business Phone ☐ Home Phone ☐ Mobile Phone ☐ Other Phone ☐ Address

Proposed Zoning



Zoning Legend

PC – Planned
Community
GC – General
Commercial
PR – Planned Residential

Development Plan

- 36 acres – One and two story residential luxury rental community
- Site Plan Features:
 - ~333 proposed 1, 2 and 3 BR units
 - Cluster configuration, varying rooflines
 - Front porches and private backyards
 - Gated community
 - Looped circulation and parking
 - Garage / shaded space for each unit
 - Access to adjacent commercial
 - Primary access from Yuma Road
 - Decorative theme wall, view fencing
 - Guest parking incorporated throughout



Development Plan

- Amenities:
 - Community Clubhouse
 - Resort-style spa
 - 20-30% overall open space
 - Central park space
 - Lawn gaming area
 - Shade ramadas with seating
 - Shaded pedestrian paths
 - 8' DG trail along southern edge
 - Pocket parks and open space
 - Landscaping throughout



Representative Imagery



Representative Imagery: Site Exterior



Representative Imagery: Building Exterior



Representative Imagery: Community Clubhouse

- Leasing Office
- Meeting Space
- Outdoor Patio
- 4-Sided
Architecture



Representative Imagery: Interior Units



Privacy of single-family living with apartment-like amenities, rental terms, and management

Representative Imagery: Interior units

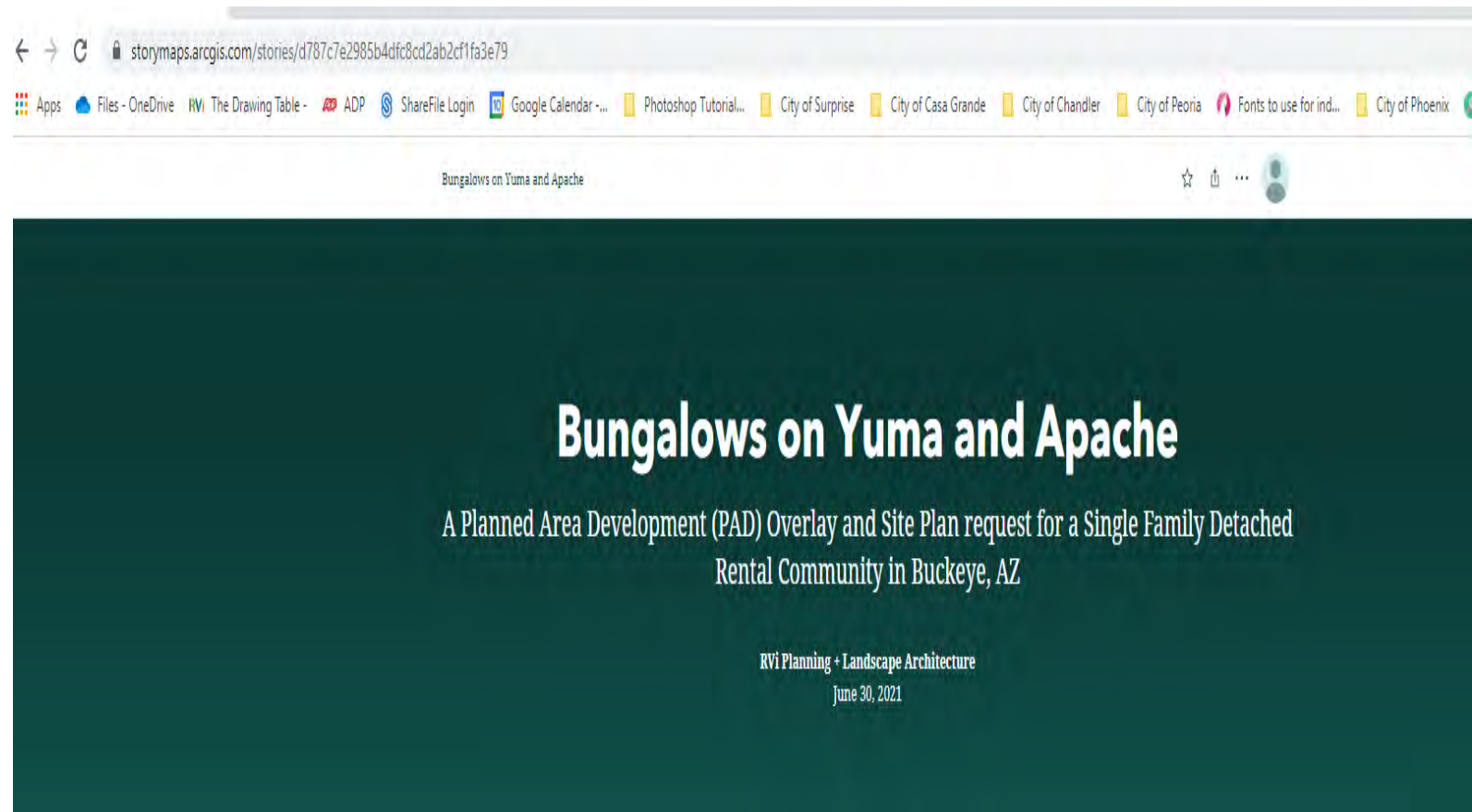


Stainless steel appliances, 10-foot ceilings, wood-like floors, quartz counters, private backyards

Project Website

<https://bit.ly/3hkmb1v>

(Accessible via Google Chrome, Firefox,
or Microsoft Edge)





Questions?



Contact Information

- Mark Reddie, Vice President, RVi Planning + Landscape Architecture
 - mreddie@rviplanning.com, 480-586-2349
- Kyle Barichello, Project Manager, RVi Planning + Landscape Architecture
 - kbarichello@rviplanning.com, 480-586-2358

Attachment 5. Project Narrative

Bungalows at Yuma and Apache

SWC of Yuma and Apache Roads

PAD Overlay Zoning & Major Site Plan Project Narrative

Buckeye Fire Medical Rescue Department
☒ Approved
☐ Approved with Comments
☐ Approved with Stipulations
☐ Revise & Resubmit
Date: 10/14/2021
Reviewed By: jbaica
Final approval subject to site inspection



2nd Submittal

PLZZ-21-00023

RECEIVED

SEPT 22 2021

**CITY OF BUCKEYE by:
WD**

Submitted by:

RVi Planning + Landscape Architecture
Mark Reddie
120 South Ash Avenue
Tempe, AZ 85281
Phone: (480) 994-0994



Civil Engineer
George Krall
2141 E. Highland Ave
Phoenix, AZ 85016
Phone: (602) 730-3814



On Behalf of:



August 2021

Table of Contents

1. Introduction	1
2. Purpose of Request	1
3. Existing Site Conditions	1
General Plan and Designation.....	2
Existing Zoning	2
4. Development Plan Concept.....	2
5. Open Space and Amenities.....	3
6. Circulation	4
Vehicular Circulation	4
Pedestrian Circulation	4
7. Development Standard Requirements	4
Justification for Modified Development Standards	5
8. Conclusion	6
9. Exhibits	6
Figure 1: Vicinity Map.....	6
Figure 2: Zoning Map	6
Figure 3: Conceptual Site Plan	6

Project Narrative

1. Introduction

RVi Planning + Landscape Architecture, on behalf of Advanced Acquisitions, LLC (an affiliate of Cavan Companies), is pleased to submit this PAD Zoning request for a residential development on an approximate 36.1-acre vacant property located within the City of Buckeye on the Southwest corner of Yuma and Apache Roads. The proposed development request will allow for the development of a professionally managed, single family detached gated community with one and two-story rental homes designed in a cluster configuration on a single lot. The proposed development will incorporate various lifestyle amenities and a lush landscape and open space plan that will offer a luxury residential rental community to support the growing population within the City of Buckeye. Excluded from this request is an approximately 4.3-acre parcel that will remain designated for commercial uses at the corner of Yuma & 247th. This parcel was carved out with the intent to maximize frontage along Yuma Road while maintaining the necessary depth for this use to be successfully designed at a later date.

2. Purpose of Request

The Applicant requests the following to the City of Buckeye:

1. PAD Overlay zoning using the existing CC base district to amend the building separation requirement from 20' to 8'.
2. Major Site Plan review, to include the site plan, landscape plan, conceptual building elevations, grading and drainage plan and utility plans.

3. Existing Site Conditions

The subject site is currently vacant with relatively flat topography. There is an existing 100' wide electrical easement on the south edge of the property. To the north across Yuma Road is a car dealership, zoned Planned Community (PC). To the east across Apache Road is vacant land zoned Commercial Center (CC). To the Southeast is the Leaf Verde RV resort, zoned CC. To the south and west of the site is more vacant land, zoned Planned Residential (PR) and General Commerce (GC) respectively. See **Figure 1** for *Vicinity Map* of the property and surrounding area.

Table 1: Adjacent Land Uses

Direction	General Plan Land Use	Existing Zoning	Existing Use
Property	Business Commerce	CC (Commercial Center)	Vacant
North	Master Planned Community	PC (Planned Community)	Vacant, Car Dealership
East	Neighborhood	CC (Commercial Center)	Residential, Vacant
South	Neighborhood	CC (Commercial Center)	Leaf Verde RV Park
West	Business Commerce	CC (Commercial Center) GC (General Commerce)	Vacant

General Plan and Designation

The Imagine Buckeye 2040 General Plan identifies this site as being within the Business Commerce designation which supports community and regional commercial development. However, the past general plan envisioned this area to be mixed use residential and commercial. Since no change in base zoning is requested, the existing zoning district and permitted uses proposed do not require a general plan amendment.

Existing Zoning

The property is currently zoned Commercial Center (CC), an Obsolete District which allows multi-family development by right. The obsolete districts in the City of Buckeye Development Code are carried forward from the prior superseded edition of the Buckeye Development Code. Development on property having an obsolete zoning district classification is permitted subject to the development standards in Appendix B and occupied by uses in Appendix C of the Development Code or otherwise modified by the PAD.

The Commercial Center Zoning District was designed to accommodate a variety of commerce and specialized development, including various commercial uses and multi-family residential by right. Since the proposed bungalow style (multi-family) development is a permitted use on the property, no base zoning amendment is needed. The proposed development density will be under 15 du/ac which is consistent with the modern day equivalent multi-family zoning district's (MF-1) maximum density allowance.

However, a PAD overlay is necessary to deviate from one single development standard related to building separation from 20' to 8' to allow this unique and innovative product style. Traditional multi-family residential developments include large, multi-unit buildings which warrant a larger building separation requirement. However, the Bungalows include one and two-story individual detached residential units which resemble more like single family homes, thus a reduced building separation is appropriate and justified to accommodate this unique product design. See **Figure 2** for existing and proposed *Zoning Map*.

4. Development Plan Concept

The Yuma & Apache Bungalows is a proposed multi-family luxury residential rental community comprised of approximately 333 detached one and two-story residential units. The plan includes a mix of 1, 2- and 3-bedroom units with an overall net density of 10.3 du/net ac. Each unit will include a private landscaped backyard patio in addition to an abundance of common open space. The community will be gated and will include a central project amenity area at the primary entry with a leasing office, resort-style pool and spa, shaded gathering areas, fire pits, turf lawn, landscaped areas and/or other active and passive amenities for residents. See **Figure 3** for *Conceptual Development Plan*.

Table 2: Unit Distribution

Units	Count	% of Total
1 bedroom 1-story	49	15%
1 bedroom 2-story	55	17%
2 bedroom 1-story	144	43%
3 bedroom 1-story	46	14%
3 bedroom 2-story	39	12%
Total	333	100%

One of the main premises for the proposed development is to develop a highly desired and innovative multi-family product in the residential marketplace. Based on the developer's extensive experience in delivering high-quality rental housing, the proposed housing product has proven attractive to residents for many reasons. While still living like an apartment complex, the project is set up more like single-family homes, which have no units above or below as in the case of traditional apartments, and no common walls. This arrangement provides much more personal privacy, allows more natural lighting to enter each unit and provides private backyard space for each unit along with an abundance of common open space found in more traditional multi-family developments.

The residential units are designed in a cluster configuration, with typically 4-8 units clustered around a common connected pedestrian courtyard area. Along the perimeter and throughout the site, no more than two like units shall be directly adjacent. In cases where two units are located together, there shall be a reversed orientation of the buildings which will provide varied rooflines and elevation views along the streetscape to avoid monotony. Additionally, multiple color schemes via three different elevations have been carefully distributed throughout the community providing further variety. Common amenities and open spaces are provided in central locations, including a linear spine through the center of the community, providing easy access for residents to the central amenity. Each unit will also include a private backyard patio with a shade tree for additional private outdoor space for residents. The provided variety of shade trees includes Willow Acacia, Smoothie Thornless Cascalote, Texas Mountain Laurel, or a Mastic Tree. All building structures will be provided with an automatic fire sprinkler system. Additionally, for any unit layout that exceeds the 150' hose pull requirement, dry horizontal standpipes may be required, and additional attic fire sprinkler coverage will be provided.

Primary access to the site will include a full-access driveway on Yuma Road. The proposed plan will include a prominent entry feature with a landscaped median that creates a sense of arrival into the development. The entry leads to a distinctive leasing office/clubhouse building that establishes the overall theme and character for the development. Branching out from the primary entry, gates will provide security and a luxury feel as residents enter the community into a series of looped private driveway and parking areas. A secondary right in/right out access driveway will be provided on the east edge of the property out to Apache Road and will include a right turn lane into the property. A third exit only and emergency access driveway is provided along the west edge of the property with direct access to 247th Avenue.

5. Open Space and Amenities

As shown on the preliminary site plan, the proposed development will offer a generous amount of landscaping, courtyards, amenities, and a connected pedestrian circulation system. The private open space areas include private back yard enclosures maintained by the professionally managed ownership entity. These areas will enable each owner to enjoy greater privacy, space for pets, and will provide room to locate a table, shade umbrella, and seating. The project site will also feature a central community amenity area, which may include, but is not limited to, a welcoming clubhouse building, a resort-style pool and spa, turf lawn, BBQ amenities, dog park, lawn games, and gathering areas with seating, shade trees and shade structures. Secondary open space amenities include connecting pathways with landscaping and shading, and outdoor seating.

The overall sidewalk design will focus connectivity from each cluster to the open space amenity areas while not connecting each cluster together to maintain some level of privacy for residents within the cluster courtyard areas. Perimeter landscaping including street appropriate trees, buffer, and additional landscaping as appropriate.

Additionally, an 8' wide stabilized DG trail will be included along the southern boundary within the powerline corridor which connects to a regional trail as identified in the City's Parks & Recreation Master Plan. This trail will be constructed in a dedicated public access easement.

6. Circulation

Vehicular Circulation

The main entrance will be located off Yuma Road and will be aligned with the existing future access to the development to the north of Yuma Road. The proposed plan for this entryway will include a prominent corridor with a landscaped median that creates a sense of entry. It will lead to a distinctly designed residential clubhouse and leasing accommodations building. Branching off from the main entry are code-compliant gated driveways that connect to a looped system of private drives and parking areas. Secondary access points are located at the far southeast and southwest corners of the site.

The proposed parking plan will offer a covered space for every unit, and open public parking which will address the anticipated parking demand for residents and visitors. After designing and building many developments with this product type across the state, our team has determined that a minimum parking requirement of 1.05 spaces per bedroom will always be provided. This project exceeds this internal requirement at 1.07 spaces per bedroom, in addition to exceeding the City's parking requirements. Our team assures that there will not be any issues with parking availability in this community.

To minimize the impact of the waste disposal containers, enclosures will be located and situated to promote site safety and functionality for the collection vehicles. All entrances and circulation will be in conformance with applicable City standards and require turning radius.

Pedestrian Circulation

Pedestrian paths and connections will be provided throughout the site, connecting residents to open space and amenity areas, as well as the adjacent commercial development from two separate pedestrian gates. The pedestrian plan creates a hierarchy of space that flows efficiently from private space to semi-private/public to public spaces within the development. This hierarchy creates richness and depth in the open space plan that distinguishes this hybrid type of multi-family residential development.

As shown on the submitted plans, sidewalks and pathways link the various site uses and center on the shared open space amenities and clubhouse/pool amenity, while preserving the private feel at each cluster of homes to promote privacy, safety, and an enhanced lifestyle this development offers. As mentioned in the previous section, this site will provide an additional trail along the southern boundary of the property as recommended by the City's Parks and Recreation Master Plan.

7. Development Standard Requirements

The subject site proposes to add a Planned Area Development (PAD) overlay to specify the development standards of the development. The Planned Area Development overlay district is requested to provide an alternative to conventional development and is intended to promote greater flexibility within the development to best utilize the physical features of a development site in exchange for greater public benefits than would otherwise be achieved through development under the City of Buckeye Development

Code. The following table shows the existing CC Zoning District development standards as well as the proposed PAD standards.

Table 3: Amended Development Standards

	City of Buckeye Commercial Center (CC)	Proposed Zoning CC/PAD
Min. Lot Area per unit	10,000 sq. ft. or 3,000 sq. ft. per dwelling unit	10,000 sq. ft. or 3,000 sq. ft. per dwelling unit
Min. Lot Width	100'	100'
Min. Lot Depth	NA	NA
Open Space %	20%	20%
Max. Dwelling Unit Density	18 du/ac	18 du/ac
Max. Lot Coverage	50%	50%
Max. Building Height	45'	45'
Min. Interior Building Setbacks		
Front	0'	0'
Interior Side	0'	0'
Street Side	0'	0'
Rear	15'	15'
Minimum Building Separation	20'	8'
Min. Landscape Buffers		
Front	20'	20'
Street-side	10'	10'

Generally, there are several development standards that are not applicable to the proposed development due to the hybrid residential development style and because the property will not be subdivided further. However, in those cases where the development standards apply, such as Open Space, the proposed development meets or exceeds the standard requirements. All other development standards outside of the requirements of CC zoning district, including minimum parking requirements, will also be met.

After additional review, the only proposed applicable deviation of this development is the building separation requirement. Further justification is provided below.

Justification for Modified Development Standards

a. Building Separation

Since the project is set up more like single-family detached homes with no units above or below and no common walls as in the case of traditional apartments, the residential buildings function similar to a single family detached development. Additionally, since the site is developed as a single lot, there are no side yards or lot lines typical of single-family development that require a minimum width or lot separation requirements for side-yard access. As such, an 8-foot building separation is entirely appropriate and justified for this unique and innovative development plan.

This justification is further supported by each buildings' smaller scale, reduced impact on the surrounding properties, and the generous open space areas that increase the benefits of light, space, and views to and from the Property. Individual buildings will be clustered and oriented toward pedestrian and open space open space pathways and will comply with all applicable building code requirements. Between the buildings, sidewalks will be laid out with landscaping, shading, and a pattern of shared common space.

8. Conclusion

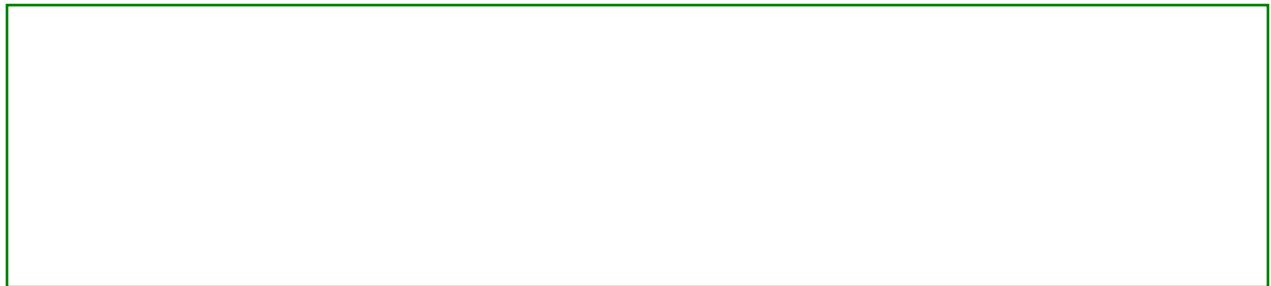
The proposed development will bring a quality addition to the area and establish a unique, high quality residential development that is not currently provided in this area of the Buckeye market. The community design, product types, and open space plan are sensitively designed to be compatible with the surrounding area. The proposed plans meet or exceed standards and possesses the elements of a viable and sustainable place in which to live within the City of Buckeye.

9. Exhibits

[Figure 1: Vicinity Map](#)

[Figure 2: Zoning Map](#)

[Figure 3: Conceptual Site Plan](#)





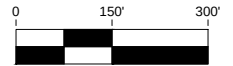
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www.rviplanning.com

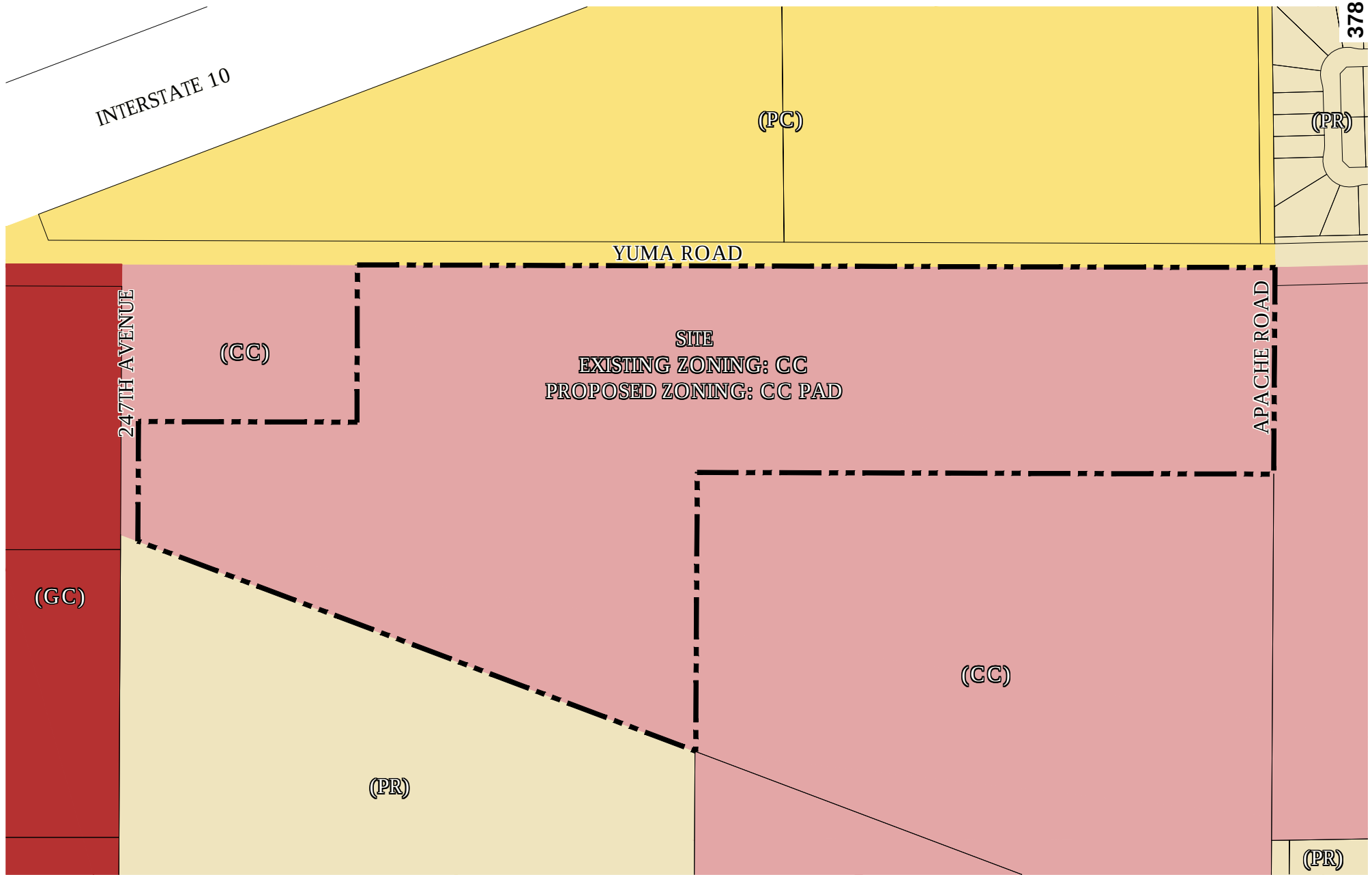
BUNGALOWS AT YUMA & APACHE • FIGURE 1 • VICINITY MAP

- 📍 BUCKEYE, AZ
- 📅 2021-05-17
- # 20002663
- 🏠 CAVAN



SCALE: 1" = 300'-0"

Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.



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Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

BUNGALOWS AT YUMA & APACHE • FIGURE 2 • ZONING MAP

- 📍 BUCKEYE, AZ
- 📅 2021-05-17
- # 20002663
- 🏠 CAVAN



Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 18-21

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 36.1 ACRES, LOCATED GENERALLY AT THE SOUTHWEST CORNER OF APACHE ROAD AND YUMA ROAD TO DESIGNATE A PLANNED AREA DEVELOPMENT OVERLAY, FOR A PROPERTY KNOWN AS BUNGALOWS ON YUMA AND APACHE.

WHEREAS, by adoption of this Ordinance, the Buckeye City Council (the “Council”) desires to amend the Zoning Map of the City of Buckeye by amending approximately 36.1 acres to designate a Planned Area Development (PAD) overlay on the existing Commercial Center (CC) zoning district designation; 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 November 23, 2021, 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, in accordance with A.R.S. § 9-462.01, the Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; 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 Zoning Map of the City of Buckeye is hereby amended in regards to approximately 36.1 acres of property described in **Exhibit A**, attached hereto, by designating a

Planned Area Development (PAD) overlay to the existing Commercial Center (CC) zoning district designation.

Section 2. All present and future owners of the property described in **Exhibit A** attached hereto shall develop the property in accordance with the requirements of the Bungalows at Yuma and Apache Project Narrative as provided in **Exhibit B** attached hereto, and the conditions shown in **Exhibit C** attached hereto.

Section 3. The Mayor, the City Manager, the 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 7th day of December 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela Schmidt, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 18-21**

(Legal Description)

Exhibit A
To
Ordinance No. 18-21
YUMA & APACHE BUNGALOWS
BOUNDARY
LEGAL DESCRIPTION

A portion of land being situated within the Northeast Quarter of Section 17, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2 inch Maricopa County aluminum cap accepted as the North Quarter corner of said Section 17 from which a found 3 inch City of Buckeye brass cap accepted as the Northeast corner thereof bears South 89°49'57" East, 2640.51 feet;

Thence South 89°49'57" East, 539.31 feet along the north line of the Northeast Quarter of said Section 17 to the **POINT OF BEGINNING**;

Thence continuing, South 89°49'57" East, 2041.20 feet along said north line;

Thence leaving said north line, South 00°20'43" West, 472.79 feet along a line 60.00 feet west of and parallel with the east line of said Northeast Quarter to the north line of that real property described within the Special Warranty Deed filed in Document No. 2018-0822925, Maricopa County Records;

Thence North 89°49'57" West, 1260.05 feet along said north line to the northwest corner of said real property;

Thence South 00°19'12" West, 637.97 feet along the west line of said real property to the southwest corner thereof, also being a point on the north line of that certain property described within the Special Warranty Deed filed in Document No. 2019-0130546, Maricopa County Records;

Thence North 69°22'19" West, 1407.47 feet along the north line of the property described within the Special Warranty Deed filed in Document No. 2019-0130546 and along the north line of the Final Plat for Village at Sundance – Parcel 1 filed in Book 1578 of Maps, Page 43, Maricopa County Records to the west line of said Northeast Quarter;

Thence North 00°17'41" East, 258.76 feet along said west line;

Thence leaving said west line, South 89°49'57" East, 540.11 feet;

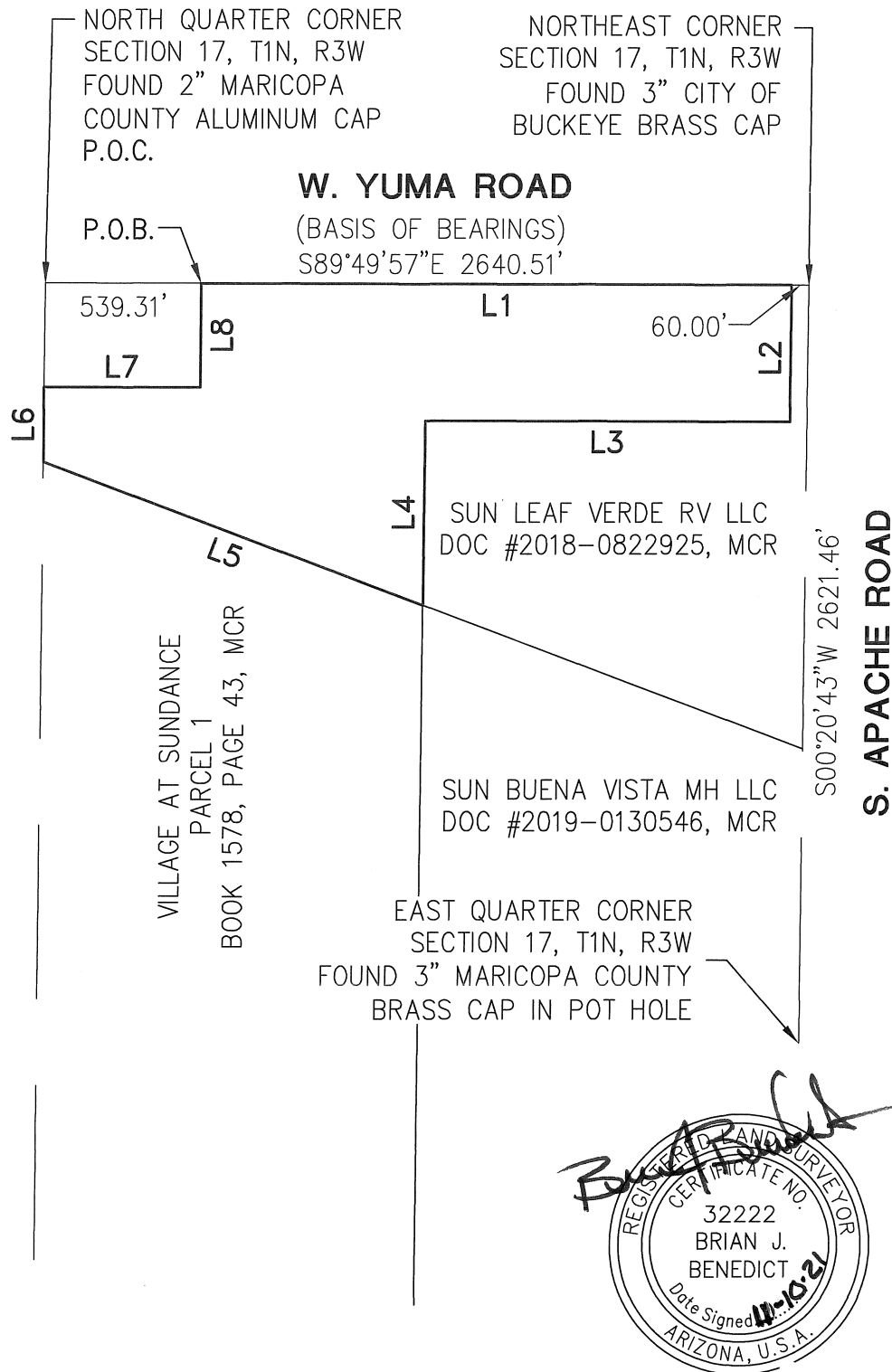
Thence North 00°10'03" East, 360.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,543,035 sq. ft. (35.4232 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2222
Date: November 2021



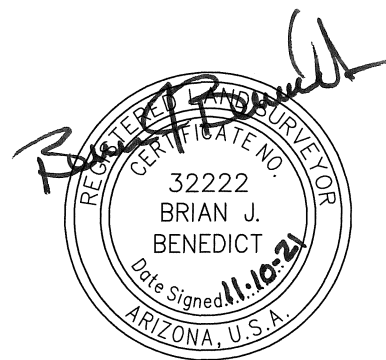


P.O.B. — POINT OF BEGINNING
P.O.C. — POINT OF COMMENCEMENT

PAGE 1 OF 2

PROJ.NO.: 2222	YUMA & APACHE BUNGALOWS S.W.C. YUMA RD. & APACHE RD. BUCKEYE, ARIZONA BOUNDARY EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: NOV 2021		
SCALE: N.T.S.		
DRAWN BY: MRM		
CHECKED BY: BJB		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°49'57"E	2041.20'
L2	S00°20'43"W	472.79'
L3	N89°49'57"W	1260.05'
L4	S00°19'12"W	637.97'
L5	N69°22'19"W	1407.47'
L6	N00°17'41"E	258.76'
L7	S89°49'57"E	540.11'
L8	N00°10'03"E	360.00'



PAGE 2 OF 2

PROJ.NO.: 2222	YUMA & APACHE BUNGALOWS S.W.C. YUMA RD. & APACHE RD. BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: NOV 2021		
SCALE: N.T.S.		
DRAWN BY: MRM		
CHECKED BY: BJB	BOUNDARY EXHIBIT	

**EXHIBIT B
TO
ORDINANCE NO. 18-21**

(On file with the City of Buckeye City Clerk's Office)

**EXHIBIT C
TO
ORDINANCE NO. 18-21**

CONDITIONS

- a. Development of the property shall be in general conformance to the Project Narrative report entitled “Bungalows at Yuma and Apache” consisting of 11 pages, dated August 2021, and stamped received September 22, 2021, 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 this approval.
- c. Ultimate number of units will be determined through site plan and construction document review.
- d. Ultimate site layout, unit numbering, offsite improvements, and access point design will be determined through site plan and construction document review.
- e. This subdivision is subject to a Parkway Maintenance Improvement District (MID) and in accordance with City of Buckeye Ordinance 42-06. The MID shall be established prior to the recordation of the first Final Plat as determined in the MID guidelines and submitted with the first final plat or before.
- f. This subdivision is subject to a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. The SLID shall be established prior to the recordation of the first Final Plat as determined in the SLID guidelines and submitted with the first final plat or before.
- g. All landscaped areas within the public rights of way, whether to be maintained by the City of Buckeye or if delegated to the adjacent property owner, homeowners’ association or other property maintenance association, shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. (The above described MID requirement ensures protection of the city in case maintenance of the ROW landscaping is not kept up or is abandoned by the responsible owner.) The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
- h. Artificial or synthetic turf shall be allowed on all surfaces where turf can be used. No individual or association may impose private covenants, conditions, restrictions, deed clauses or other agreements between parties which prevent individuals from utilizing artificial or synthetic turf as an alternative to any landscaping where turf can be used. The quality of the artificial or synthetic turf may be subject to the requirements of individuals or associations.
- i. No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major

communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

- j. Shrubbery in the right of way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards; therefore, shall be trimmed to less than 2'-0".
- k. Landscaping within the public-right-of-way will require:
 - 1. All landscaped areas, except those intentionally maintained with native plants, shall include an automatic irrigation system.
 - 2. All native plant landscaping plans shall include an establishment maintenance plan that ensures long term growth of all plantings.
 - 3. Establishment maintenance plan shall be sealed by a registered Landscape Architect.
 - 4. Water-efficient systems (e.g., drip, mini-spray, bubbler-type, or similar drip systems) shall be used whenever feasible. Low-flow sprinkler heads with matched precipitation rates shall be used when spray or rotor-type heads are specified for watering shrubs and ground cover areas.
 - 5. Multi-program weather sensing controllers with separated valves and circuits shall be used when the project contains more than one type of landscape treatment (e.g., lawn, ground cover, shrub, tree areas), or a variety of solar aspects.
 - 6. Soil moisture-sensing devices and rain sensors shall be used on all projects within public rights of way and in landscape tracts. The use of satellite based controllers is encouraged.
 - 7. Root barriers shall be designed and incorporated for all trees that are in the public right of way to ensure vertical root growth and avoid adjacent curb, sidewalk or pavement upheaval due to tree roots.
 - 8. Linear Root barriers shall be used along public improvements that are only on one side of a tree.
 - 9. Surround Root barriers shall be used when a tree is within the sidewalk or within a median.
 - 10. Tree canopies extending into the right of way shall be trimmed to the following minimum standards: 18'-0" over any public roadway, 7'-0" over any public sidewalk.
- l. All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye standards.
- m. Prohibited Trees: The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10):
 - 1. Male Mulberry Tree (*Morus Alba*).
 - 2. Olive Tree (*Olea Europea*).
 - 3. Additionally, North Indian Rosewood Trees (*Dalbergia Sissoo*) shall not be planted within the rights of way (and are suggested not be planted within the property) due to their destructive and invasive root structure
- n. Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet

the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002)

- o. The Developer shall dedicate a Public Easement for the 8-foot wide stabilized decomposed granite path and associated improvements such as landscaping located within the 100' power line corridor for use as a pedestrian trail. Developer shall construct trail improvements to the City's standards. Developer to maintain the trail which obligation shall continue for the life of the trail, as determined by City.

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 7.B. PH and Action Circle K #3474 Series 10 Liquor License Application
DATE PREPARED: 12/07/21	DISTRICT NO.: 6
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349 - 6911	
DEPARTMENT: City Clerk	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 the request for a Series 10 Beer and Wine Store Liquor License Application for Circle K #3474, to be located at 1185 North Jackrabbit Trail.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Circle K #3474 is requesting approval for a new Series 10 Beer and Wine Store Liquor License for their new location. The application was legally posted on November 16, 2021.

Circle K #3474 previously obtained Council approval for a Series 10 Beer and Wine Store Liquor License on June 18, 2019. However, per the Arizona Department of Liquor License and Control, the previous license was cancelled on October 29, 2021. Additionally, Circle K #3474 is currently located at 721 N 195th Avenue, but will be relocating to the 1185 N Jackrabbit Trail location and currently anticipates an opening date of February 2022.

BENEFITS:

The City will collect sales tax revenue from liquor sales.

FUTURE ACTION:

After approval, the application will be forwarded by the Clerk's Office to the Arizona Department of Liquor License and Control for final approval.

FINANCIAL IMPACT STATEMENT:

A Series 10 Beer and Wine Store Liquor License Application is associated with a \$700 fee; \$500 processing and \$200 annual.

BUDGETED:

No

FISCAL YEAR:

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

ATTACHMENTS:

[Local Governing Body Report.pdf](#)

[167981 REDACTED.pdf](#)

[CircleK#3474 GIS Map](#)

State of Arizona
Department of Liquor Licenses and Control

Created 11/05/2021 @ 11:05:08 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	CIRCLE K STORE #3474		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1185 N JACKRABBIT TRAIL BUCKEYE, AZ 85326 USA		
Mailing Address:	PO BOX 52085 PHOENIX, AZ 85072-2085 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)728-2085		
Email:	AZLICENSE@CIRCLEK.COM		

AGENT

Name:	MARIA DANIELLE BURGESS
Gender:	Female
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(520)518-0046
Alt. Phone:	
Email:	AZLICENSE@CIRCLEK.COM

OWNER

Name: CIRCLE K STORES INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: F00065980 State of Incorporation: AZ
Incorporation Date: 04/08/1957
Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

Officers / Stockholders

Name:	Title:	% Interest:
CIRCLE K DELAWARE INC	Stockholder	100.00
KATHLEEN K CUNNINGTON	President, Sec, Treas, Director	
MORTEN MICHAEL JENSEN	VP	

COUCHE TARD US INC - Stockholder

Name: MACS CONVENIENCE STORES INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

MACS CONVENIENCE STORES INC - Stockholder

Name: COUCHE TARD INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

COUCHE TARD INC - Stockholder

Name: DEPAN ESCOMPTE COUCHE TARD INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

DEPAN ESCOMPTE COUCHE TARD INC - Stockholder

Name: ALIMENTATION COUCHE TARD INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
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Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K CORPORATION - Stockholder

Name: COUCHE TARD US INC
Contact Name: KIM KWIATOKSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K DELAWARE INC - Stockholder

Name: CIRCLE K CORPORATION
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

ALIMENTATION COUCHE TARD INC - VP
CIRCLE K CORPORATION - Pres/SEC
CIRCLE K DELAWARE INC - Pres/SEC
CIRCLE K STORES INC - President,Sec, Treas,
Director
COUCHE TARD INC - VP
COUCHE TARD US INC - Pres/SEC
DEPAN ESCOMPTE COUCHE TARD INC - VP
MACS CONVENIENCE STORES INC - VP

Name: KATHLEEN K CUNNINGTON
Gender: Female
Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-7137
Alt. Phone:
Email: KCUNNINGTON@CIRCLEK.COM

CIRCLE K STORES INC - VP

Name: MORTEN MICHAEL JENSEN
Gender: Male
Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (480)734-6036
Alt. Phone:
Email: MMJENSEN@CIRCLEK.COM

MANAGERS

Name: JANET KAY MEZA
Gender: Female
Correspondence Address: 1130 W WARNER ROAD
TEMPE, AZ 85284
USA
Phone: (602)728-7750
Alt. Phone:
Email: JMEZA@CIRCLEK.COM

APPLICATION INFORMATION

Application Number: 167981
Application Type: New Application
Created Date: 11/05/2021

~~NO~~

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
SCOTT L LIBBY ELEMENTARY SCHOOL
18701 W THOMAS RD LITCHFIELD PARK AZ 85340
7,860FT

WHITE TANK SOUTHERN BAPTIST
1420 N 192ND AVE BUCKEYE AZ 85396
2,100FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PURCHASER
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$3,500,00.00
WELLS FARGO BANK
333 S GRAND AVE 12TH FLOOR LOS ANGELES CA 90071
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
2/9/2022



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

QUESTIONNAIRE
 A.R.S. § 4-202, 4-210
 Type or Print with Black Ink

*fx Pending
 805-067*

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 167981

1. Check the Appropriate Box →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)
---	---	--

2. Name: Burgess, Maria Danielle Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Clearwater, FL United States Height: 5'3" Weight: 190 Eyes: blue Hair: brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Burgess, Donnie Joe Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1/1/1989

7. Daytime telephone number: 520 518-0046 E-mail address: azlicense@circlek.com

8. Business Name: Circle K Store #3474 Business Phone: Pending / /

9. Business Location Address: 1185 N JACKRABBIT TRAIL, BUCKEYE, AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2000	CURRENT	Sr Finance Manager	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2014	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **Maria Danielle Burgess** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of **Arizona** County of **Maricopa**
The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/8/2024
Leticia M. Martinez
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-08-2024
Commission No. 591918

4 Day of Oct Month, 2021 Year
[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

**Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc**

QUESTION 18: Entity response for Circle K Stores Inc.

Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: 
Maria Danielle Burgess - Agent

21 NOV 5 11:10 AM

2021 AZ LIQUOR VIOLATIONS 2021												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2020 AZ LIQUOR VIOLATIONS 2020												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2019 AZ LIQUOR VIOLATIONS 2019												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	\$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na
2018 AZ LIQUOR VIOLATIONS 2018												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$1,000.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3136	Chandler	\$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sell to minor	Seth Owens
2017 AZ LIQUOR VIOLATIONS 2017												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	\$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston
2016 AZ LIQUOR VIOLATIONS 2016												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
01-16	10100124	1581	3187	South Tucson	\$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez
2015 AZ LIQUOR VIOLATIONS 2015												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none	none	none	none	none	none



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

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

fp current
712412020

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: 167981

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Cunnington (Kerr) Kathleen K Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: Indianapolis IN USA Height: 5'9" Weight: 135 Eyes: BLU Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: Cunnington Jeffrey David Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: May 2011

7. Daytime telephone number: 602-728-7137 E-mail address: kcunnington@circlek.com

8. Business Name: Circle K Store #3474 Business Phone: Pending / /

9. Business Location Address: 1185 N JACKRABBIT TRAIL, BUCKEYE, AZ, MARICOPA, 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/11	CURRENT	Treasurer/VP/Director	Circle K Stores Inc, 1130 W Warner Rd, Tempe, AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/17	CURRENT	[REDACTED]
05/11	01/17	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
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13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
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If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

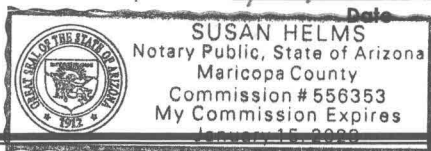
I (Print Full Name) Kathleen K Cunningham hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Kathleen K Cunningham

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 1/15/2023

4 Day of Oct, 2021
Day Month Year



Susan Helms
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

**Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc**

QUESTION 18: Entity response for Circle K Stores Inc.

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Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: _____


Kathleen K Cunningham - Vice President / Treasurer

2021 AZ LIQUOR VIOLATIONS 2021												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2020 AZ LIQUOR VIOLATIONS 2020												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
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MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	\$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na
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					\$750.00			count=	1			
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				Number of:	0	0	0	0	0	0		
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MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none	none	none	none	none	none



Arizona Department of Liquor Licenses and Control
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Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805-090

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED** FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 167981

1. Check the Appropriate Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Jensen, Morten Michael Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Glostrup, Sjeolland Denmark Height: 6'1" Weight: 190 Eyes: BL Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: Jensen, Rikke Lind Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 08/1/2021

7. Daytime telephone number: 480-734-6036 E-mail address: mmjensen@circlek.com

8. Business Name: Circle K Store #3474 Business Phone: Pending / /

9. Business Location Address: 1185 N JACKRABBIT TRAIL, BUCKEYE, AZ, MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2021	CURRENT	Vice President	Circle K Stores Inc. 1130 W Warner Rd, Tempe, AZ 85284
07/2016	08/2021	Vice President	Circle K Stores Inc. 4080 W Jonathan Moore Pike, Columbus, IN 47201

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2021	CURRENT	[REDACTED]
11/2019	8/2021	[REDACTED]
05/2016	11/2019	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Morten Micheal Jensen hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 1/15/20234 Day of Oct, 2021
Day Month Year

SUSAN HELMS
Notary Public, State of Arizona
Maricopa County
Commission # 556353
My Commission Expires
January 15, 2023

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

**Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc**

QUESTION 18: Entity response for Circle K Stores Inc.

Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Signature: _____


Morten Michael Jensen - Vice President

21 NOV 5 11:11 AM #11110

2021 AZ LIQUOR VIOLATIONS 2021												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2020 AZ LIQUOR VIOLATIONS 2020												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2019 AZ LIQUOR VIOLATIONS 2019												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	\$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na
2018 AZ LIQUOR VIOLATIONS 2018												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$1,000.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3136	Chandler	\$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sold to minor	Seth Owens
2017 AZ LIQUOR VIOLATIONS 2017												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	\$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston
2016 AZ LIQUOR VIOLATIONS 2016												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	1	0	0	0	1		
					\$750.00			count=	1			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
01-16	10100124	1581	3187	South Tucson	\$750.00	1st	1/21/2016	AZ DOL	na	na	Sold to intoxicated person	Robert Zacarias Martinez
2015 AZ LIQUOR VIOLATIONS 2015												
				Violations:	Dismissed	1st	2nd	3rd	4th	Total		
				Number of:	0	0	0	0	0	0		
					\$0.00			count=	0			
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none	none	none	none	none	none

21 NOV 5 11:14 AM 1110



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

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

fp current
8/28/2020

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 167 981

1. Check the Appropriate Box →

☐ Controlling Person	☐ Agent	☒ Premises Manager (complete all questions except #12)
---	--------------------------------	---

2. Name: Meza Janet Kay Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: Glenellen AK USA Height: 5'8" Weight: 185 Eyes: BRO Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: Meza Hernando (none) Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: October 1972

7. Daytime telephone number: 602-728-7750 E-mail address: jmeza@circlek.com

8. Business Name: Circle K Store #3474 Business Phone: Pending / /

9. Business Location Address: 1185 N JACKRABBIT TRAIL, BUCKEYE, AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/98	CURRENT	Convenience Store	Circle K Stores Inc. 1130 W Warner Rd, Tempe AZ 85284

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/91	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
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13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Janet Kay Meza hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Janet K Meza State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
4 Day of Oct, 2021
Day Month Year

My Commission Expires on: 1/15/2023
 **SUSAN HEDRICK**
Notary Public, State of Arizona
Maricopa County
Commission # 556353
My Commission Expires
January 15, 2023

Susan Hedrick
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Maria Danielle Burgess

SIGNATURE: Maria Danielle Burgess

**Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc**

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Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

NAME: Janet Kay Meza
Janet Kay Meza

2021 AZ LIQUOR VIOLATIONS 2021												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	0	0	0	0	0					
		\$0.00		count=		0						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
2020 AZ LIQUOR VIOLATIONS 2020												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	0	0	0	0	0					
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Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	0	0	0	0	0					
		\$750.00		count=		1						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	1	0	0	0	1					
		\$1,000.00		count=		1						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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		\$750.00		count=		1						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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2015 AZ LIQUOR VIOLATIONS 2015												
Violations:		Dismissed	1st	2nd	3rd	4th	Total					
Number of:		0	0	0	0	0	0					
		\$0.00		count=		0						
MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
none	none	none	none	none	none	none	none	none	none	none	none	none

City of Buckeye Business Licensing

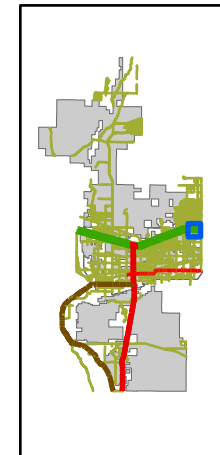
Series 10 – Beer and Wine Store

Name: Circle K #3474

Address: 1185 N Jackrabbit Trail, 85326

AZ License # 167981

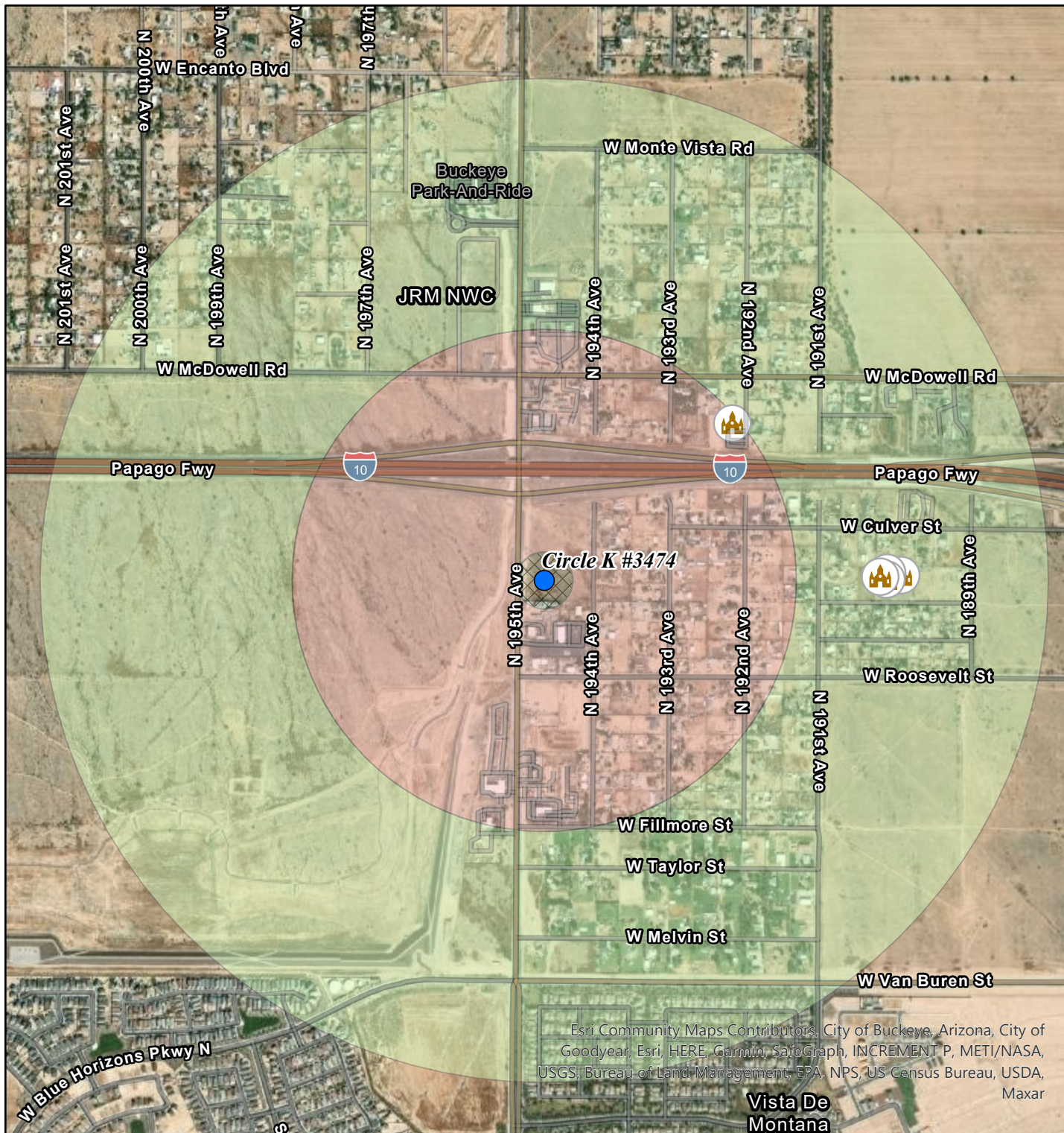
-  CircleK_3474
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.2 0.1 0 0.2 Miles



The data depicted hereon are for reference purposes only.
The City of Buckeye does not warrant the accuracy or
integrity of the information for any particular use.



**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 7.C. Possible Action Finalizing Council District Boundaries
DATE PREPARED: 12/07/21	DISTRICT NO.:
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 695-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 89-21 modifying council district boundaries; providing for severability; and repealing conflicting Resolutions.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

In compliance with the Fourteenth and Fifteenth Amendments to the United States Constitution, the Voting Rights Act (42 U.S.C.A 1973) and Arizona Revised Statute 9-473, the Council of the City of Buckeye must realign the councilmember voting districts to reflect the 2020 decennial Census redistricting data and additional demographic information.

The City held three public outreach meetings (Buckeye City Hall, Festival Ranch Fire Station, and Coyote Branch Library), posted frequently on social media sites, and the City Clerk's web page hosted a tutorial for creating maps. Two City Council Workshops were held (10/5/21 and 11/16/21). Council provided direction to bring forth "Map B" (Map B remains the original "Map B" used as an example) and a new map to show alternate boundary lines, presented as "Map A" for consideration and possible adoption. To access the interactive review map(s), please see attachment "Zoom Feature" and follow the link.

BUDGETED:

Yes

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

ATTACHMENTS:

[RES 89-21 Modifying the District Boundaries 2021.pdf](#)

[Dec Opt A.pdf](#)

[Dec Opt A demographics.pdf](#)

[Dec Opt B.pdf](#)

[Dec Opt B demographics.pdf](#)

[Zoom Feature.pdf](#)

[NDC Buckeye CC presentation 20211207 \(002\).pdf](#)

RESOLUTION NO. 89-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, MODIFYING COUNCIL DISTRICT BOUNDARIES; PROVIDING FOR SEVERABILITY; AND REPEALING CONFLICTING RESOLUTIONS.

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

WHEREAS, pursuant to Arizona Revised Statutes, Section 9-232.04, the City of Buckeye, Arizona (the “City”) is governed by a council member district system of municipal government (the “Council Districts”); and

WHEREAS, State and federal law requires that the boundaries of the City’s Council Districts be reviewed each time federal decennial or special census data is provided and, if necessary, modify such boundaries to ensure that each Council District’s population numbers and profile meet the requirements of State and federal law; and

WHEREAS, the City has: (i) been provided with the 2020 census data; (ii) retained a qualified consultant to assist the City in producing modifications to the boundaries of the Council Districts; (iii) conducted three public outreach meetings and utilized social media sites, all of which allowed public input; and (iv) examined the proposed modifications to the boundaries of the Council Districts for compliance with State and federal law; and

WHEREAS, the City desires to modify the boundaries of the Council Districts as set forth in this Resolution.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The boundaries of the City of Buckeye’s six (6) Council Districts shall be as set forth in the legal descriptions of such districts attached hereto as Exhibit A for all council elections held after the effective date of this Resolution. A copy of the legal descriptions of the Council Districts shall be kept on file in the office of the City Clerk. For purposes of convenience and ease of illustration only, an unofficial map of the council districts, may be kept on file in the office of the City Clerk.

Section 2. The terms of office of incumbent council members residing in the new Council Districts shall remain unchanged by the establishment of new district boundaries.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. All resolutions and parts of resolutions in conflict with the provisions of this Resolution and are hereby repealed as of the effective date of this Resolution.

Section 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to obtain any necessary governmental approvals of the modifications to the Council District boundaries, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 7th day of December, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

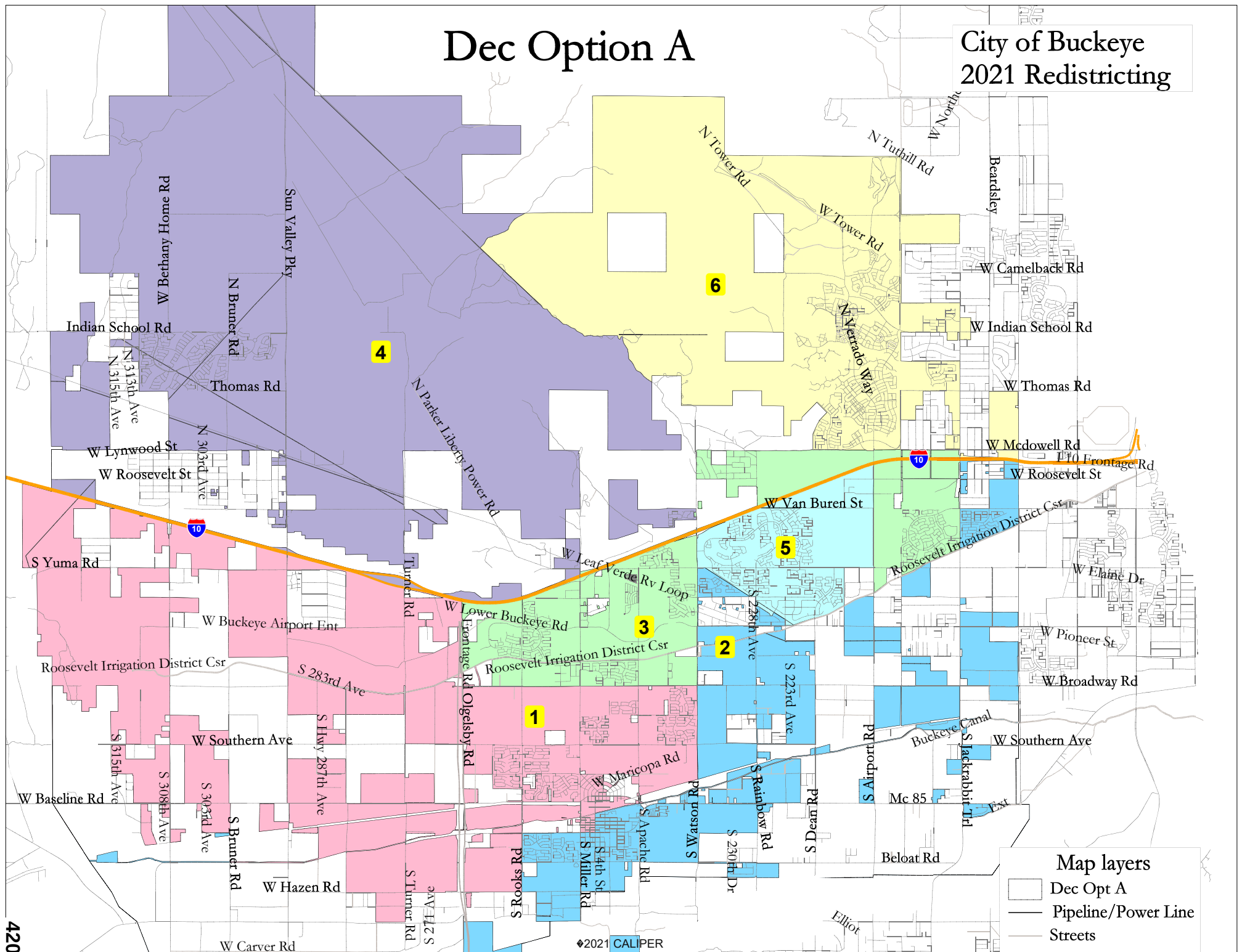
**EXHIBIT A
TO
RESOLUTION NO. 89-21**

[Legal Descriptions]

(See the following pages.)

Dec Option A

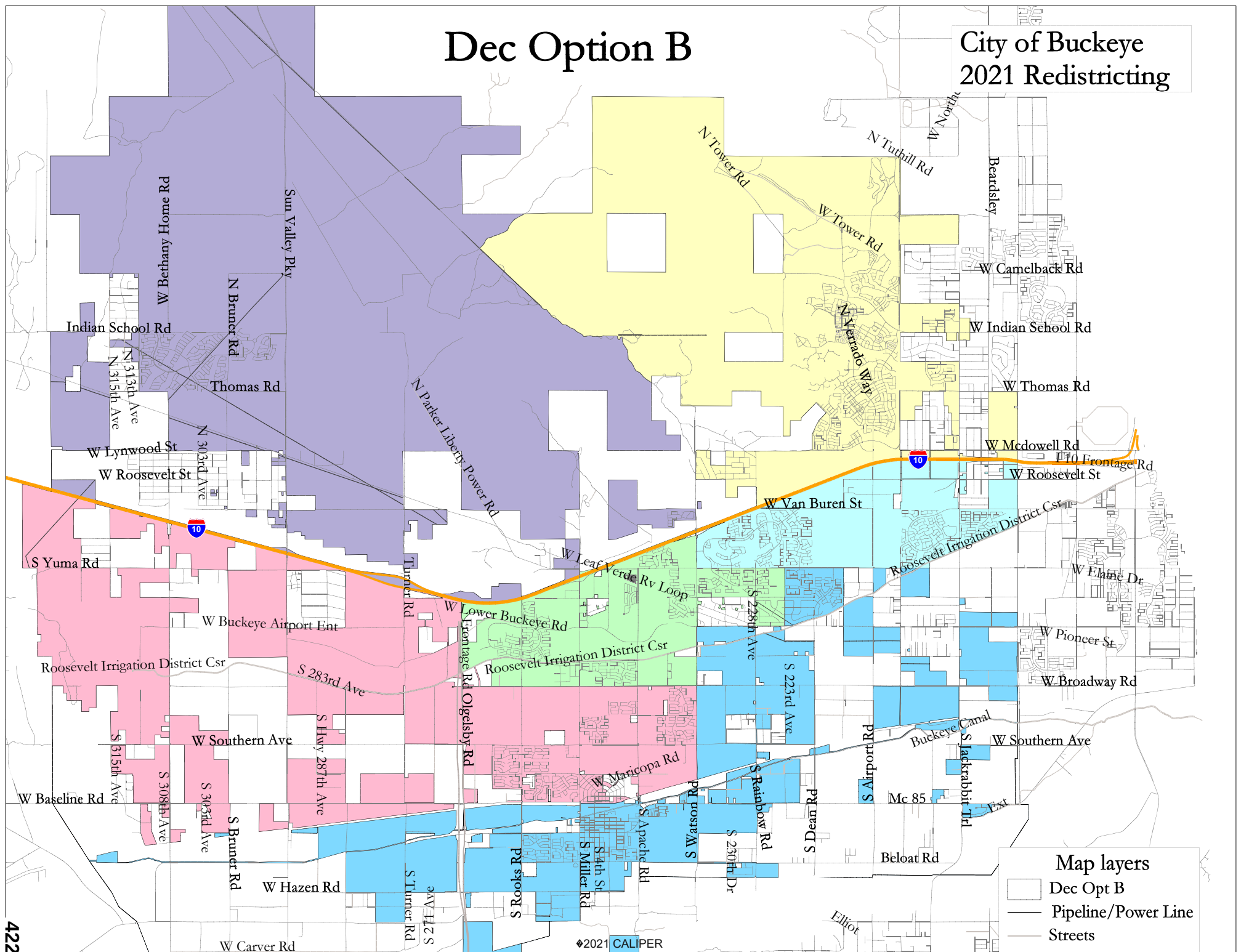
City of Buckeye 2021 Redistricting



City of Buckeye - Dec. Option A

Category	Field	1	2	3	4	5	6	Total
2020 Census	Total Population	15,148	15,719	15,444	14,655	15,175	15,361	91,502
	Population Deviation	-102	469	194	-595	-75	111	1,064
	Pct. Deviation	-0.67%	3.08%	1.27%	-3.90%	-0.49%	0.73%	6.98%
Total Pop (OMB Allocation Method)	Hispanic/Latino	48%	51%	46%	22%	43%	23%	39%
	NH White	37%	34%	40%	66%	44%	63%	47%
	NH Black	9%	9%	8%	6%	8%	6%	8%
	NH Asian/Pac.Isl.	2%	2%	3%	2%	2%	4%	3%
	NH Native Amer.	2%	3%	2%	2%	2%	2%	2%
Total Pop ("Any Part" Allocation Method)	Hispanic/Latino	48%	51%	46%	22%	43%	23%	39%
	NH White	37%	34%	40%	66%	44%	63%	47%
	Black	11%	11%	10%	7%	9%	7%	9%
	Asian/Pac.Isl.	3%	3%	4%	3%	3%	6%	4%
	Native Amer.	4%	5%	4%	3%	4%	3%	4%
Citizen Voting Age Pop	Total	6,688	11,566	5,747	5,288	9,653	6,607	45,549
	Hisp	34%	38%	43%	9%	34%	23%	32%
	NH White	52%	44%	46%	84%	49%	71%	55%
	NH Black	12%	10%	5%	6%	14%	3%	9%
	Asian/Pac.Isl.	2%	3%	4%	1%	1%	2%	2%
	Native Amer.	1%	5%	2%	0%	2%	1%	2%
Age	age0-19	37%	21%	33%	20%	34%	36%	30%
	age20-60	51%	69%	53%	34%	50%	50%	53%
	age60plus	11%	10%	14%	46%	16%	14%	16%
Immigration	immigrants	16%	10%	15%	10%	9%	6%	11%
	naturalized	45%	40%	51%	57%	54%	58%	49%
Language spoken at home	english	66%	66%	64%	92%	69%	87%	72%
	spanish	32%	30%	33%	6%	30%	11%	25%
	asian-lang	0%	1%	0%	1%	0%	2%	1%
	other lang	0%	1%	0%	0%	0%	0%	0%
Language Fluency	Speaks Eng. "Less than	13%	11%	9%	2%	7%	3%	8%
Education (among those age 25+)	hs-grad	68%	69%	70%	64%	67%	59%	66%
	bachelor	9%	6%	13%	18%	18%	25%	14%
	graduatedegree	4%	2%	2%	11%	4%	13%	5%
Child in Household	child-under18	51%	44%	39%	18%	43%	51%	42%
Pct of Pop. Age 16+	employed	63%	33%	70%	39%	70%	65%	56%
Household Income	income 0-25k	15%	19%	14%	7%	7%	5%	11%
	income 25-50k	23%	22%	18%	20%	21%	5%	18%
	income 50-75k	31%	24%	22%	22%	28%	15%	24%
	income 75-200k	29%	33%	45%	47%	42%	63%	43%
	income 200k-plus	2%	3%	1%	4%	3%	11%	4%
Housing Stats	single family	98%	86%	98%	100%	99%	99%	97%
	multi-family	2%	13%	2%	0%	1%	0%	3%
	rented	36%	41%	26%	8%	22%	14%	24%
	owned	64%	59%	74%	92%	78%	86%	76%

Total population data from the 2020 Census. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

City of Buckeye
2021 Redistricting

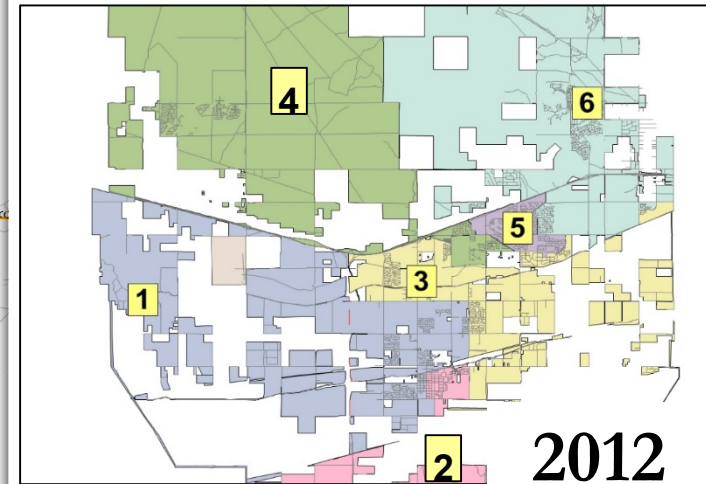
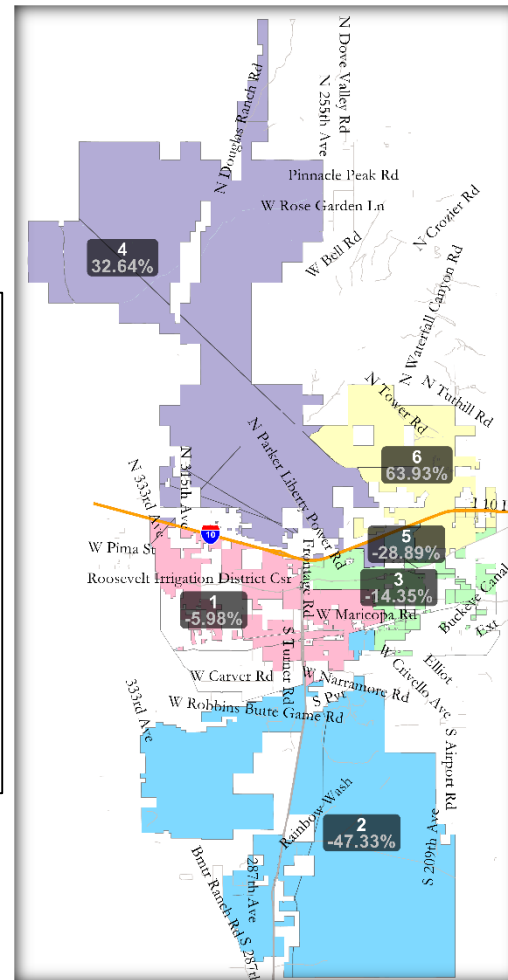
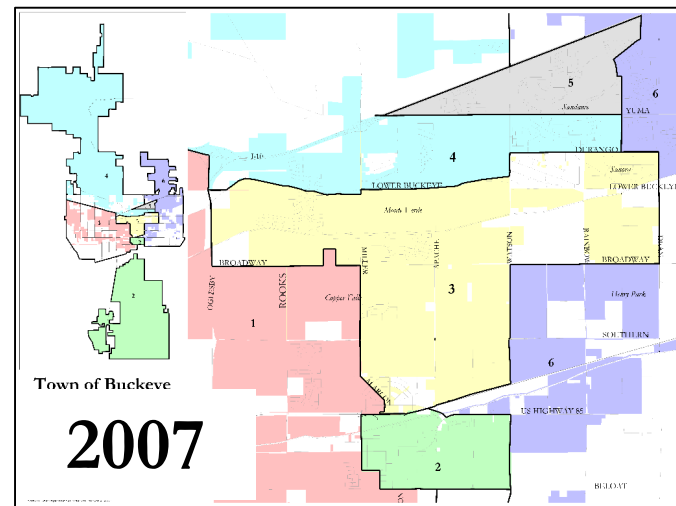
City of Buckeye - Dec. Option B

Category	Field	1	2	3	4	5	6	Total
2020 Census	Total Population	14,821	15,850	15,638	14,691	15,103	15,399	91,502
	Population Deviation	-429	600	388	-559	-147	149	1,159
	Pct. Deviation	-2.81%	3.93%	2.54%	-3.67%	-0.96%	0.98%	7.60%
Total Pop (OMB Allocation Method)	Hispanic/Latino	48%	51%	46%	22%	43%	23%	39%
	NH White	37%	34%	40%	66%	43%	63%	47%
	NH Black	9%	9%	9%	6%	8%	6%	8%
	NH Asian/Pac.Isl.	2%	2%	3%	2%	3%	4%	3%
	NH Native Amer.	2%	3%	2%	2%	2%	2%	2%
Total Pop ("Any Part" Allocation Method)	Hispanic/Latino	48%	51%	46%	22%	43%	23%	39%
	NH White	37%	34%	40%	66%	43%	63%	47%
	Black	11%	10%	10%	7%	9%	7%	9%
	Asian/Pac.Isl.	3%	3%	4%	3%	4%	6%	4%
	Native Amer.	4%	5%	4%	3%	4%	3%	4%
Citizen Voting Age Pop	Total	6,457	11,768	7,965	5,303	7,443	6,613	45,549
	Hisp	34%	40%	37%	9%	34%	23%	32%
	NH White	52%	44%	49%	84%	48%	71%	55%
	NH Black	12%	11%	6%	6%	15%	3%	9%
	Asian/Pac.Isl.	2%	1%	6%	1%	2%	2%	2%
	Native Amer.	1%	5%	2%	0%	1%	1%	2%
Age	age0-19	38%	20%	35%	20%	33%	36%	30%
	age20-60	51%	71%	51%	34%	49%	50%	53%
	age60plus	11%	9%	13%	46%	17%	14%	16%
Immigration	immigrants	16%	11%	12%	10%	9%	6%	11%
	naturalized	45%	41%	54%	57%	51%	58%	49%
Language spoken at home	english	66%	63%	69%	92%	69%	86%	72%
	spanish	32%	34%	27%	6%	29%	11%	25%
	asian-lang	0%	1%	0%	1%	0%	2%	1%
	other lang	0%	1%	0%	0%	1%	0%	0%
Language Fluency	Speaks Eng. "Less than	13%	12%	8%	2%	6%	4%	8%
Education (among those age 25+)	hs-grad	68%	68%	69%	64%	68%	59%	66%
	bachelor	9%	6%	14%	18%	18%	25%	14%
	graduatedegree	4%	1%	3%	11%	5%	13%	5%
Child in Household	child-under18	52%	40%	42%	18%	43%	51%	42%
Pct of Pop. Age 16+	employed	63%	37%	70%	39%	67%	65%	56%
Household Income	income 0-25k	15%	20%	12%	7%	7%	5%	11%
	income 25-50k	23%	25%	19%	20%	19%	5%	18%
	income 50-75k	31%	24%	25%	22%	26%	15%	24%
	income 75-200k	29%	29%	40%	47%	47%	63%	43%
	income 200k-plus	2%	3%	4%	4%	1%	11%	4%
Housing Stats	single family	99%	85%	99%	100%	99%	99%	97%
	multi-family	1%	15%	1%	0%	1%	0%	3%
	rented	35%	43%	29%	8%	18%	14%	24%
	owned	65%	57%	71%	92%	82%	86%	76%

Total population data from the 2020 Census. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

<https://ndcresearch.maps.arcgis.com/apps/View/index.html?appid=8646ef90784545d0ac6113aa531c16d1>

Please click “Cancel” and “Close” after you follow the link. Choose options Dec Opt A and Dec Opt B to zoom.



12/7/2021

City of Buckeye 2021 Redistricting

Redistricting Process

Step	Description
Council Workshops Oct. 5 and Nov. 16	Information sharing and opportunity for Council direction.
Public Outreach Meetings <i>October 25</i> <i>October 27</i> <i>October 28</i>	Discussion of the process and initial draft maps. Opportunity for residents to share thoughts and ideas.
Council Consideration <i>November 16</i> <i>December 7</i>	Public comment, Council deliberation and map adoption.
Map Adoption <i>Jan. 7 county deadline</i>	<i>County original deadline Dec. 15</i> <i>County granted extension to Jan. 7 if needed</i>

Redistricting Rules and Goals

Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering

Arizona Statute 9-473.B.

“[N]early equal number of inhabitants”
“[C]ontiguous territory in as compact form as possible.”

Traditional Redistricting Principles

Communities of interest
Compact
Contiguous
Visible (Natural & man-made) boundaries
Respect voters' choices / continuity in office
Planned future growth
Minimize voters shifted to different election years
Preserving the core of existing election areas

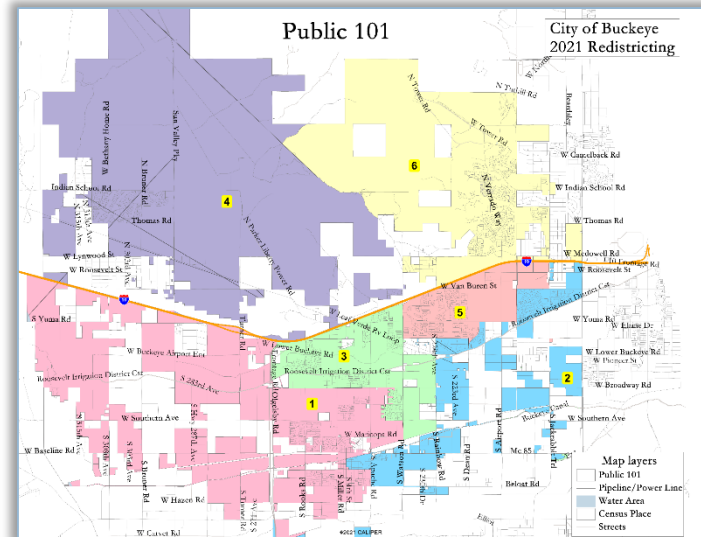
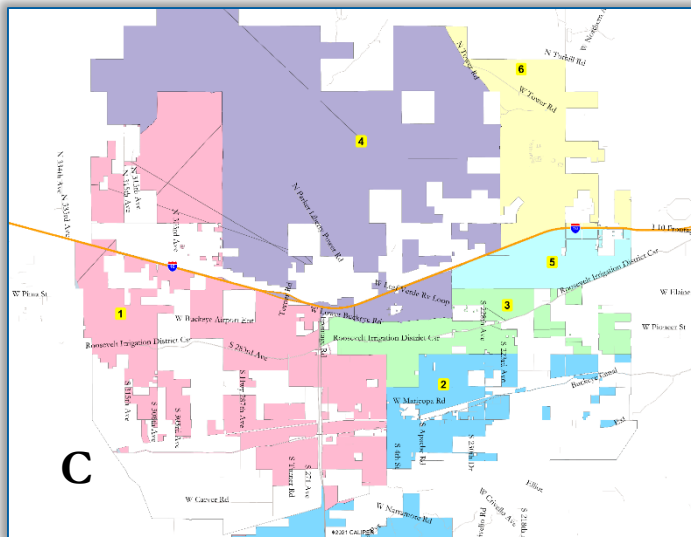
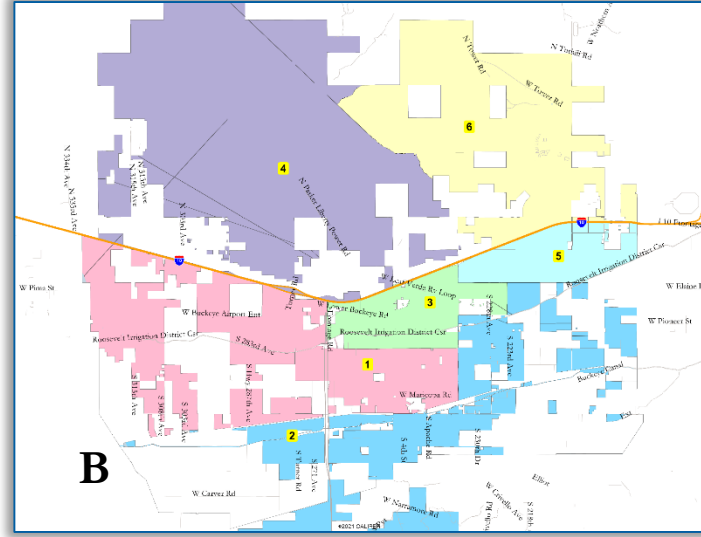
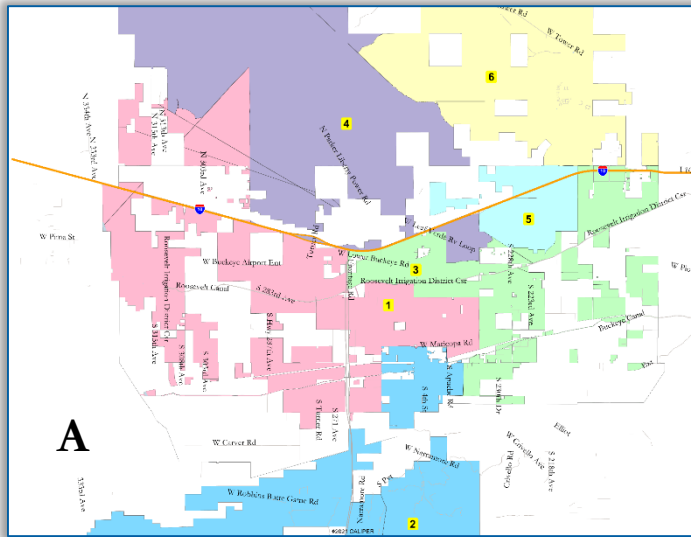
Original Options

- ❑ “Minimal Shifts”
- ❑ “District Shifts” (B)
- ❑ “East-West Shift”
- ❑ Public 101

Final Options

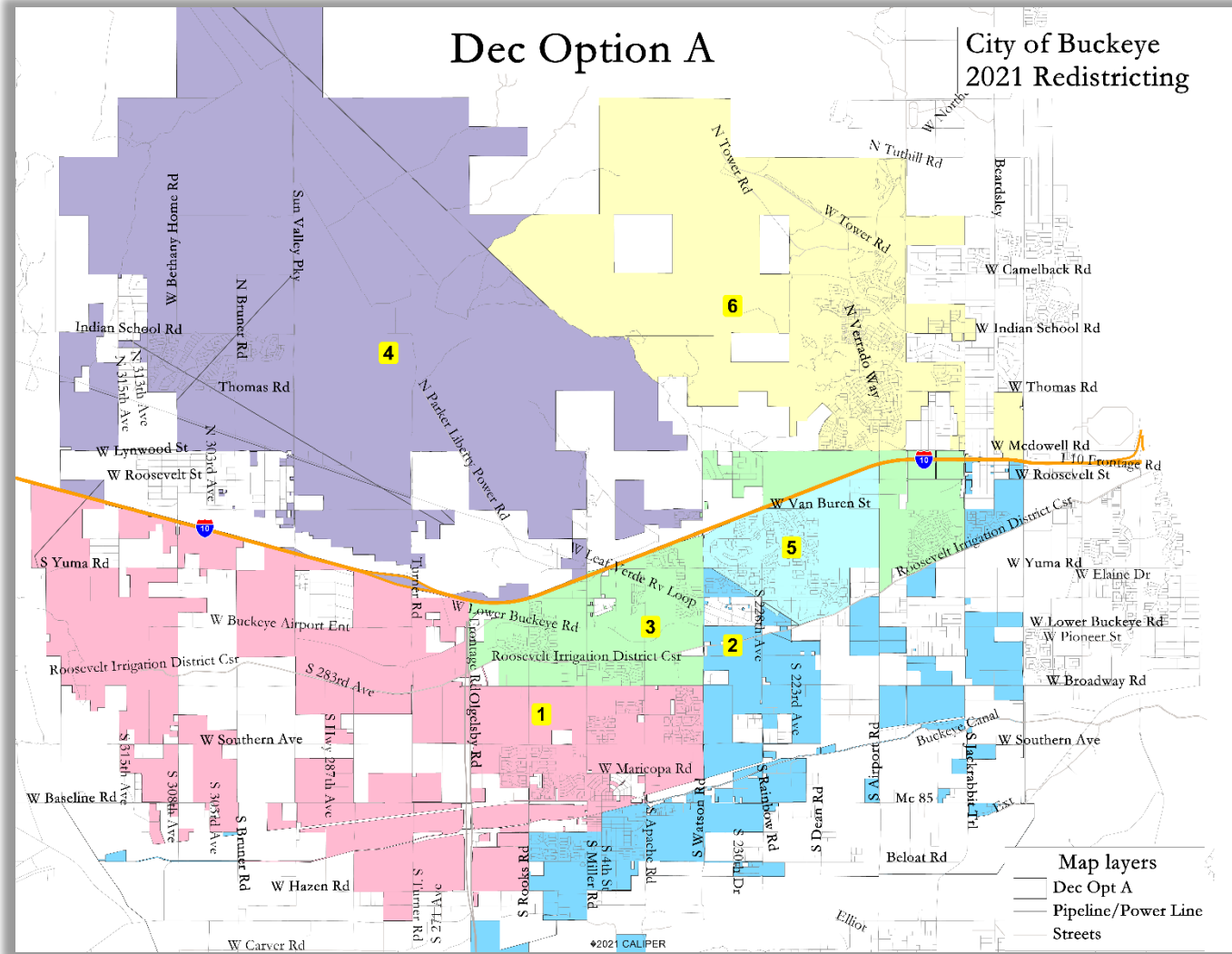
- ❑ (New) Map A
- ❑ Map B, “District Shifts”

Original Maps

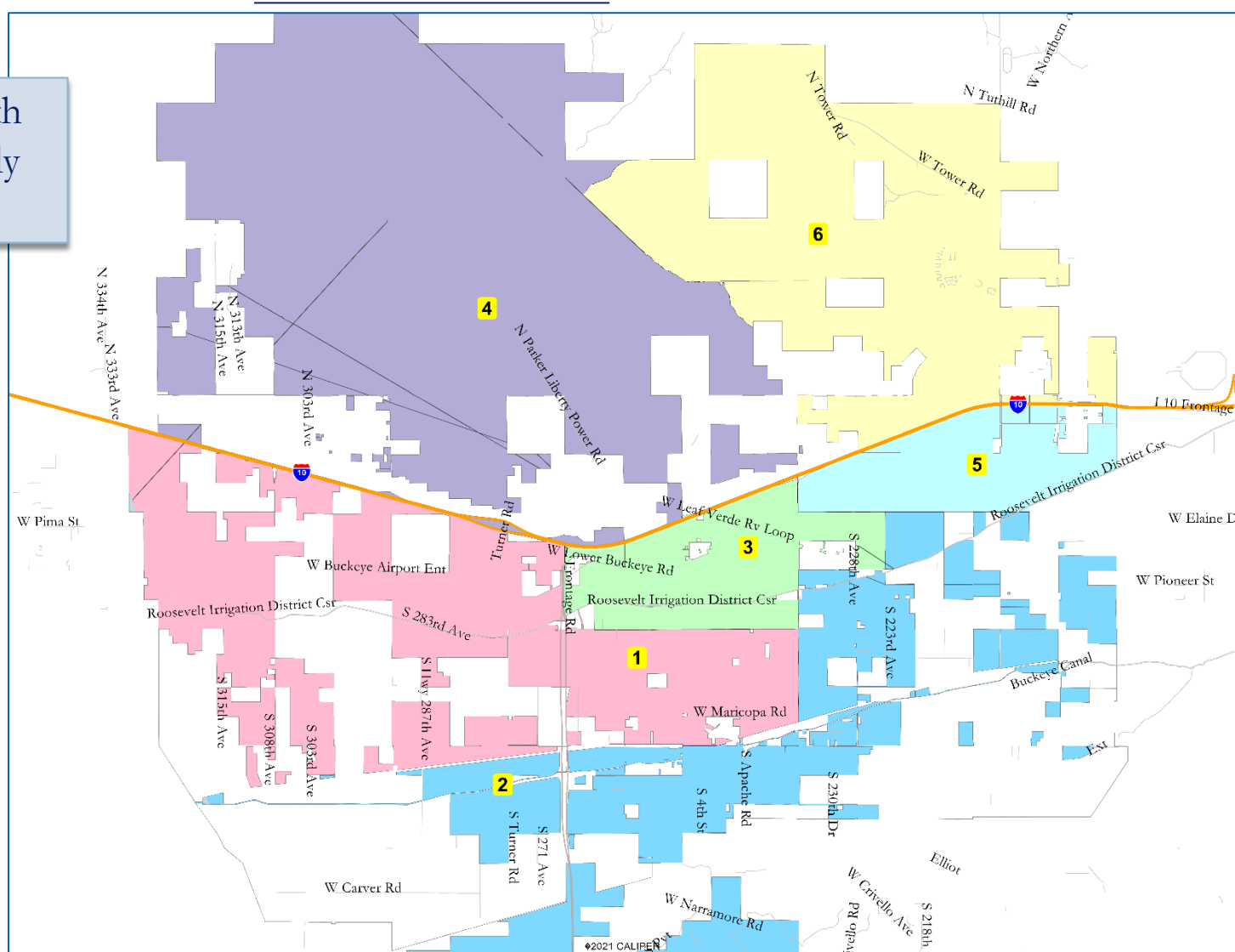


Option A (New Map)

Keeps Sundance together
as much as possible.
Blue Horizons ends up
in District 3.
Vista de Montana ends
up in District 2.



Districts 4 and 6 both shift to be completely north of I-10.



Recommendations

- Consider map options and select a preferred map
- Take action on Resolution 89-21

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 7.D. Water Conservation Code Sections Amendments
DATE PREPARED: 12/07/21	DISTRICT NO.: All
STAFF LIAISON: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623) 349-6101; Ron Whitler, Hydrologist, rwhitler@buckeyeaz.gov, (623) 349-6122	
DEPARTMENT: Water Resources	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 take action on Ordinance No. 10-21 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye 2021 Water Conservation Code Updates" by reference; and amending the Buckeye City Code by amending Chapter 17, Water Utilities, in accordance with the "City of Buckeye Water 2021 Conservation Codes Updates"; providing for repeal of conflicting ordinances; providing for severability; and providing penalties for violations.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The Council approved City of Buckeye Water Resources Master Plan calls for strengthening its water conservation program. The adoption of 16 additional water conservation codes sections is proposed. The proposed code sections would be adopted in addition to the existing water conservation code sections. It is the intention that Sections 17-5-12 through 17-5-27 would apply Citywide, to include the City of Buckeye water service area and the water service areas of private water companies within the City of Buckeye (including the water service areas of Arizona Water Company and EPCOR within the City of Buckeye). It is also the intention that Sections 17-5-12 through 17-5-27 would apply to City of Buckeye rights-of-way and City of Buckeye facilities. The proposed restrictions that are related to natural turf would only apply to unused turf (turf that is only used for a visual effect). These restrictions would not apply to turf used for recreation or pet exercising. These restrictions would also not apply to turf that is watered with effluent. With one exception, the proposed restrictions that are related to natural turf would only apply to new construction. The exception is the code section that would restrict winter overseeding of Bermuda grass with ryegrass. This restriction would apply to existing areas and new construction. Although the Ordinance is anticipated to be adopted on May 18, 2021, the provisions of the new Code sections do not go into effect until January 1, 2022. This will provide sufficient time to educate the developers and public regarding the new water conservation provisions. For the purposes of Section 17-5-14, 17-5-15, and 17-5-22, irrigation districts include (but are not limited to) Buckeye Water Conservation and Drainage District, Roosevelt Irrigation District, and Arlington Canal Company.

BENEFITS:

Buckeye's Water Resources Master Plan (Carollo Engineers, 2020) recommends that the City should

strengthen its water conservation program as a priority. The additional water conservation code sections are proposed to reduce outdoor water use, reduce water waste, reduce customer and HOA water bills, reduce costs for purchasing and developing additional water supplies, reduce costs for infrastructure to treat and deliver additional water supplies, and ensure that Buckeye's water supplies are sustainable.

FUTURE ACTION:

Distribute the new water conservation code sections to customers, HOAs, developers, contractors, and City staff. Educate customers, HOAs, developers, contractors, and City staff on the importance of water conservation and how adherence to the new water conservation code sections can reduce customer and HOA water bills, and help sustain future water supplies.

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

BUDGETED:

No

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

ATTACHMENTS:

[Buckeye - Chapter 17 Water Conservation Code Updates Proposed Revisions RW 11-1-21 Clean Version.pdf](#)

[Buckeye - Chapter 17 Water Conservation Code Updates Proposed Revisions redline 11-1-21.docx](#)
[ORD 10-21 Chapter 17 Water Conservation Code Updates 11-17-2021.pdf](#)

PROPOSED CITY OF BUCKEYE 2021 WATER CONSERVATION CODE UPDATES

AMENDING THE CITY OF BUCKEYE CODE OF ORDINANCES, CHAPTER 17 – WATER UTILITIES, TO READ AS FOLLOWS:

Chapter 17 – WATER UTILITIES

Article 17-5 – WATER USES, RESTRICTIONS, CONSERVATION

* * *

Section 17-5-12 – Applicability

Sections 17-5-13 through 17-5-27 apply to the development of residential and nonresidential properties within the incorporated areas of the City of Buckeye.

For the purposes of Section 17-5-15, 17-5-16, and 17-5-23, irrigation districts include (but are not limited to) Buckeye Water Conservation and Drainage District, Roosevelt Irrigation District, and Arlington Canal Company.

Section 17-5-13 – Prohibition of New Natural Turf at City of Buckeye Facilities

The installation of new natural turf is prohibited in landscaped areas of City of Buckeye-owned buildings constructed after March 1, 2022. This section does not apply to City of Buckeye Community Services Department facilities or parks.

Section 17-5-14 – Prohibition of New Natural Turf in Front Yards and Common Areas of Duplexes or Multi-Family Residences

The installation of new natural turf is prohibited in common areas or front yards of duplexes or multi-family residences constructed after March 1, 2022. This section does not apply to parks, playgrounds, buffers surrounding playgrounds, dog parks, or dog runs.

Section 17-5-15 – Prohibition of New Natural Turf in Non-Residential Developments

The installation of new natural turf in non-residential developments constructed after March 1, 2022 is prohibited, except in public recreation areas, plazas, forecourts, or special landscaping designs approved by the City of Buckeye's Development Services Department (the size of the new natural turf area

may not exceed 10% of the total area of the non-residential development). This section does not apply to schools, parks, dog parks, playgrounds, sports fields, amphitheaters, cemeteries, golf courses, driving ranges, or other recreational facilities of similar nature that require turf. This section also does not apply to areas that are irrigated with reclaimed water or with water supplied by irrigation districts.

Section 17-5-16 – Prohibition of New Natural Turf in Residential Common Areas

The installation of new natural turf in common areas of residential developments constructed after March 1, 2022 is prohibited, except in public recreation areas, plazas, forecourts, or special landscaping designs approved by the City of Buckeye's Development Services Department. This section does not apply to schools, parks, dog parks, pet exercising areas, playgrounds, sports fields, amphitheaters or other recreational facilities of similar nature that require turf. This section also does not apply to areas that are irrigated with reclaimed water or with water supplied by irrigation districts.

Section 17-5-17 – Maximum Slope of New Natural Turf Areas

The maximum slope of a new natural turf area constructed after March 1, 2022 shall not exceed a 4:1 slope or 25%.

Section 17-5-18 – Distance of New Natural Turf from Street Curb, Paved Surface, Street Light Poles or Boxes for Street Lights, Traffic Signals or Intelligent Transportation Systems

New natural turf areas constructed after March 1, 2022 that are watered with spray irrigation shall not be located within 6 feet of a street curb or paved surface (other than a driveway or sidewalk of a residence), street light poles, or boxes for street lights, traffic signals or Intelligent Transportation Systems (ITS). At no time will new natural turf be allowed in City of Buckeye rights-of-way.

Section 17-5-19 – Minimum Width of New Natural Turf Area

The minimum allowable width for a new natural turf area constructed after March 1, 2022 that is watered with spray irrigation is 10 feet. The width may be less than 10 feet, if the natural turf area is adjacent to a planter bed or other

landscape area which will catch overspray. This section does not apply to schools, parks, dog parks, playgrounds, sports fields, amphitheaters, cemeteries, golf courses, or driving ranges, or other recreational facilities of similar nature that require turf. This section also does not apply to single family residences.

Section 17-5-20 – Smart Irrigation Controllers at Model Homes, Residential Developments, Non-Residential Developments, and City of Buckeye Buildings

WaterSense labeled weather-based irrigation controllers, soil-moisture-based irrigation controllers or other self-adjusting “smart” irrigation controllers are the required irrigation control technology for landscaping at model homes, single-family residences, multi-family residences, non-residential developments, common areas, and City of Buckeye buildings, facilities, rights-of-way, and public utility easements constructed after March 1, 2022. The Public Works Director shall review and approve all irrigation plans for City of Buckeye facilities (including but not limited to: buildings, rights-of-way, and/or public utility easements).

Section 17-5-21 – Water Efficient Model Home Voluntary Certification

The City of Buckeye will provide certification after March 1, 2022 for water efficient model homes that request such certification and meet the City’s requirements for a water efficient model home. The requirements consist of:

- Meeting or exceeding current WaterSense Labeled Home indoor and outdoor criteria;
- Using salt-free water softener technology, if a water softener is installed;
- Using plants consisting exclusively of Arizona native plants listed in the low water use/drought tolerant plant list compiled by the Arizona Department of Water Resources for the Phoenix Active Management Area (no natural turf is allowed); and,
- Making water conservation information supplied by the City of Buckeye available to customers at the model home.

Model homes receiving water efficient model home certification may post signs or other notices which advertise their certified status.

Section 17-5-22 - Low Water Use Plants

Plants used in City of Buckeye rights-of-way, City of Buckeye public utility easements, and landscaped areas of City of Buckeye buildings constructed after March 1, 2022 shall be Arizona native plants listed in the low water use/drought tolerant plant list compiled by the Arizona Department of Water Resources for the Phoenix Active Management Area, and shall be approved by the City of Buckeye Public Works Director. No turf is allowed in City of Buckeye rights-of-way.

Section 17-5-23 – No Over-Seeding in Common Areas and Rights-of-Way

Landscaped common areas and rights-of-way planted with Bermuda grass shall be allowed to go dormant in the winter and shall not be over-seeded with ryegrass after March 1, 2022. This section does not apply to schools, parks, playgrounds, sports fields, dog parks, pet exercising areas, amphitheaters, cemeteries, golf courses, driving ranges, other recreational facilities of similar nature that require turf, and areas that are irrigated with reclaimed water or with water supplied by irrigation districts. This section also does not apply where existing mature trees were planted within a turf irrigation zone and spray irrigation is the only means of watering to keep the mature trees healthy. In addition, this section does not apply to major entrances or visual gateways that have turf which was planted prior to January 1, 2022 (the turf acreage shall not be increased after January 1, 2022, and the water application rate shall not exceed 4.75 acre-feet of water per acre of turf planted per calendar year).

Section 17-5-24 – Water Conservation Plan for New Large Turf Areas

Because facilities with 10 or more acres of turf are issued a Maximum Annual Conservation Allotment by the Arizona Department of Water Resources, a brief written water conservation plan shall be submitted to the City of Buckeye Water Resources Director for review and approval for these proposed new large turf areas constructed after March 1, 2022. The water conservation plan shall describe: (a) the proposed number of acres of turf and low water use landscaping; (b) the annual water budget proposed to irrigate the turf areas and low water use landscaping areas; (c) the source of the water (e.g. irrigation district water, water

from the Buckeye Waterlogged Area, remediated water, Class A+ effluent, surface water, or poor quality groundwater); and, (d) steps proposed to use water efficiently and minimize waste.

Section 17-5-25 – Requirements for Commercial Car Wash Facilities

- A. Commercial automatic or conveyORIZED tunnel car wash facilities constructed after March 1, 2022, including at automobile dealerships, shall use water recycling systems that recycle a minimum of 50 percent of the water used.
- B. Self-service car wash bays constructed after March 1, 2022, including at automobile dealerships, shall provide water pressure that does not exceed 800 pounds per square inch and use wand nozzles which provide a flow that does not exceed 2.5 gallons per minute.

Section 17-5-26 – Requirement for Drinking Water Treatment System Efficiency

Residential drinking water treatment systems installed after March 1, 2022 shall be certified to meet applicable National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) standards for treatment. Such systems shall yield at least 85 gallons of treated water for each 100 gallons of water processed. Current applicable NSF/ANSI standards may include: NSF/ANSI 42 Drinking Water Treatment Units – Aesthetic Effects, NSF/ANSI 53 Drinking Water Treatment Units – Health Effects, NSF/ANSI 55 Ultraviolet Microbiological Water Treatment Systems, NSF/ANSI 58 Reverse Osmosis Drinking Water Treatment Systems, and NSF/ANSI 62 Drinking Water Distillation Systems.

Section 17-5-27 – Requirement for Fountains and Waterfalls to Recirculate Water

Flowing water used in fountains, waterfalls, and similar features shall be recirculated after March 1, 2022.

Section 17-5-28 – Violations and Penalties

Except as otherwise provided in this chapter, any person found in violation of any provision of Article 17-5 shall first be issued a notice of violation and provided 30 days in which to correct the violation. If the violation is not corrected within the 30-day period, the violation shall be a civil offense and subject to civil penalties as a first offense in an amount of \$150.00. A second or subsequent violation of any provision of Article 17-5 within an 18-month period shall be a civil offense and subject to civil penalties in an amount of \$300.00, and \$500.00 for a third and subsequent offense.

PROPOSED CITY OF BUCKEYE 2021 WATER CONSERVATION CODE UPDATES

AMENDING THE CITY OF BUCKEYE CODE OF ORDINANCES, CHAPTER 17 – WATER UTILITIES, TO READ AS FOLLOWS:

Chapter 17 – WATER UTILITIES

Article 17-5 – WATER USES, RESTRICTIONS, CONSERVATION

* * *

Section 17-5-12 – Applicability

Sections 17-5-13 through 17-5-27 apply to the development of residential and nonresidential properties within the incorporated areas of the City of Buckeye.

For the purposes of Section 17-5-15, 17-5-16, and 17-5-23, irrigation districts include (but are not limited to) Buckeye Water Conservation and Drainage District, Roosevelt Irrigation District, and Arlington Canal Company.

Section 17-5-13 – Prohibition of New Natural Turf at City of Buckeye Facilities

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Section 17-5-14 – Prohibition of New Natural Turf in Front Yards and Common Areas of Duplexes or Multi-Family Residences

The installation of new natural turf is prohibited in common areas or front yards of duplexes or multi-family residences constructed after March 1, 2022. This section does not apply to parks, playgrounds, buffers surrounding playgrounds, dog parks, or dog runs.

Section 17-5-15 – Prohibition of New Natural Turf in Non-Residential Developments

The installation of new natural turf in non-residential developments constructed after March 1, 2022 is prohibited, except in public recreation areas, plazas, forecourts, or special landscaping designs approved by the City of Buckeye's Development Services Department (the size of the new natural turf area

may not exceed 10% of the total area of the non-residential development). This section does not apply to schools, parks, dog parks, playgrounds, sports fields, amphitheaters, cemeteries, golf courses, driving ranges, or other recreational facilities of similar nature that require turf. This section also does not apply to areas that are irrigated with reclaimed water or with water supplied by irrigation districts.

Section 17-5-16 – Prohibition of New Natural Turf in Residential Common Areas

The installation of new natural turf in common areas of residential developments constructed after March 1, 2022 is prohibited, except in public recreation areas, plazas, forecourts, or special landscaping designs approved by the City of Buckeye's Development Services Department. This section does not apply to schools, parks, dog parks, pet exercising areas, playgrounds, sports fields, amphitheaters or other recreational facilities of similar nature that require turf. This section also does not apply to areas that are irrigated with reclaimed water or with water supplied by irrigation districts.

Section 17-5-17 – Maximum Slope of New Natural Turf Areas

The maximum slope of a new natural turf area constructed after March 1, 2022 shall not exceed a 4:1 slope or 25%.

Section 17-5-18 – Distance of New Natural Turf from Street Curb, Paved Surface, Street Light Poles or Boxes for Street Lights, Traffic Signals or Intelligent Transportation Systems

New natural turf areas constructed after March 1, 2022 that are watered with spray irrigation shall not be located within 6 feet of a street curb or paved surface (other than a driveway or sidewalk of a residence), street light poles, or boxes for street lights, traffic signals or Intelligent Transportation Systems (ITS). At no time will new natural turf be allowed in City of Buckeye rights-of-way.

Section 17-5-19 – Minimum Width of New Natural Turf Area

The minimum allowable width for a new natural turf area constructed after March 1, 2022 that is watered with spray irrigation is 10 feet. The width may be less than 10 feet, if the natural turf area is adjacent to a planter bed or other

landscape area which will catch overspray. This section does not apply to schools, parks, dog parks, playgrounds, sports fields, amphitheaters, cemeteries, golf courses, or driving ranges, or other recreational facilities of similar nature that require turf. This section also does not apply to single family residences.

Section 17-5-20 – Smart Irrigation Controllers at Model Homes, Residential Developments, Non-Residential Developments, and City of Buckeye Buildings

WaterSense labeled weather-based irrigation controllers, soil-moisture-based irrigation controllers or other self-adjusting “smart” irrigation controllers are the required irrigation control technology for landscaping at model homes, single-family residences, multi-family residences, non-residential developments, common areas, and City of Buckeye buildings, facilities, rights-of-way, and public utility easements constructed after March 1, 2022. The Public Works Director shall review and approve all irrigation plans for City of Buckeye facilities (including but not limited to: buildings, rights-of-way, and/or public utility easements).

Section 17-5-21 – Water Efficient Model Home Voluntary Certification

The City of Buckeye will provide certification after March 1, 2022 for water efficient model homes that request such certification and meet the City’s requirements for a water efficient model home. The requirements consist of:

- Meeting or exceeding current WaterSense Labeled Home indoor and outdoor criteria;
- Using salt-free water softener technology, if a water softener is installed;
- Using plants consisting exclusively of Arizona native plants listed in the low water use/drought tolerant plant list compiled by the Arizona Department of Water Resources for the Phoenix Active Management Area (no natural turf is allowed); and,
- Making water conservation information supplied by the City of Buckeye available to customers at the model home.

Model homes receiving water efficient model home certification may post signs or other notices which advertise their certified status.

Section 17-5-22 - Low Water Use Plants

Plants used in City of Buckeye rights-of-way, City of Buckeye public utility easements, and landscaped areas of City of Buckeye buildings constructed after March 1, 2022 shall be Arizona native plants listed in the low water use/drought tolerant plant list compiled by the Arizona Department of Water Resources for the Phoenix Active Management Area, and shall be approved by the City of Buckeye Public Works Director. No turf is allowed in City of Buckeye rights-of-way.

Section 17-5-23 – No Over-Seeding in Common Areas and Rights-of-Way

Landscaped common areas and rights-of-way planted with Bermuda grass shall be allowed to go dormant in the winter and shall not be over-seeded with ryegrass after March 1, 2022. This section does not apply to schools, parks, playgrounds, sports fields, dog parks, pet exercising areas, amphitheaters, cemeteries, golf courses, driving ranges, other recreational facilities of similar nature that require turf, and areas that are irrigated with reclaimed water or with water supplied by irrigation districts. This section also does not apply where existing mature trees were planted within a turf irrigation zone and spray irrigation is the only means of watering to keep the mature trees healthy. In addition, this section does not apply to major entrances or visual gateways that have turf which was planted prior to January 1, 2022 (the turf acreage shall not be increased after January 1, 2022, and the water application rate shall not exceed 4.75 acre-feet of water per acre of turf planted per calendar year).

Section 17-5-24 – Prohibition of Irrigating During Measureable Rainfall

Irrigating turf and ornamental landscaping during measurable rainfall and within 48 hours following rainfall measured at 0.25 inches or greater (measured at the nearest weather station or a rain gauge at or in the vicinity of the property) is prohibited. This section does not apply to plant nursery stock, outdoor plants in moveable containers, and new or replacement landscaping (including grass seed or sod) for the first 21 days after planting.

Section 17-5-254 – Water Conservation Plan for New Large Turf Areas

Because facilities with 10 or more acres of turf are issued a Maximum Annual Conservation Allotment by the Arizona Department of Water Resources, a brief written water conservation plan shall be submitted to the City of Buckeye Water Resources Director for review and approval for these proposed new large turf areas constructed after March 1, 2022. The water conservation plan shall describe: (a) the proposed number of acres of turf and low water use landscaping; (b) the annual water budget proposed to irrigate the turf areas and low water use landscaping areas; (c) the source of the water (e.g. irrigation district water, water from the Buckeye Waterlogged Area, remediated water, Class A+ effluent, surface water, or poor quality groundwater); and, (d) steps proposed to use water efficiently and minimize waste.

Section 17-5-265 – Requirements for Commercial Car Wash Facilities

- A. Commercial automatic or conveyORIZED tunnel car wash facilities constructed after March 1, 2022, including at automobile dealerships, shall use water recycling systems that recycle a minimum of 50 percent of the water used.
- B. Self-service car wash bays constructed after March 1, 2022, including at automobile dealerships, shall provide water pressure that does not exceed 800 pounds per square inch and use wand nozzles which provide a flow that does not exceed 2.5 gallons per minute.

Section 17-5-276 – Requirement for Drinking Water Treatment System Efficiency

Residential drinking water treatment systems installed after March 1, 2022 shall be certified to meet applicable National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) standards for treatment. Such systems shall yield at least 85 gallons of treated water for each 100 gallons of water processed. Current applicable NSF/ANSI standards may include: NSF/ANSI 42 Drinking Water Treatment Units – Aesthetic Effects, NSF/ANSI 53 Drinking Water Treatment Units – Health Effects, NSF/ANSI 55 Ultraviolet Microbiological

Water Treatment Systems, NSF/ANSI 58 Reverse Osmosis Drinking Water Treatment Systems, and NSF/ANSI 62 Drinking Water Distillation Systems.

Section 17-5-287 – Requirement for Fountains and Waterfalls to Recirculate Water

Flowing water used in fountains, waterfalls, and similar features shall be recirculated after March 1, 2022.

Section 17-5-298 – Violations and Penalties

- ~~A. — Except as otherwise provided in this chapter, any person found in violation of any provision of Article 17-5 shall first be issued a notice of violation and provided 30 days in which to correct the violation. If the violation is not corrected within the 30 day period, the violation shall be a civil offense and subject to civil penalties as a first offense in an amount not less than \$150.00 and not exceeding \$2,500.00. A second or subsequent violation of any provision of Article 17-5 within an 18 month period shall be a civil offense and subject to civil penalties in an amount not less than \$300.00 and not exceeding \$2,500.00 for a second offense, and not less than \$500.00 and not exceeding \$2,500.00 for a third and subsequent offense. Each day that a violation continues shall constitute a separate civil offense.~~
- ~~B. — After having been found responsible for committing three or more civil offenses of the same code provision in any 24 month period, whether by admission, by payment of the fine, by default or by judgment after hearing, a person is a habitual offender and may be charged with a Class 1 misdemeanor. For purposes of calculating the 24 month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class 1 misdemeanor under this subsection shall be punished by a fine of not less than \$500.00 nor more than \$2,500.00, exclusive of penalty assessments prescribed by law or by~~

~~imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.~~

Except as otherwise provided in this chapter, any person found in violation of any provision of Article 17-5 shall first be issued a notice of violation and provided 30 days in which to correct the violation. If the violation is not corrected within the 30-day period, the violation shall be a civil offense and subject to civil penalties as a first offense in an amount of \$150.00. A second or subsequent violation of any provision of Article 17-5 within an 18-month period shall be a civil offense and subject to civil penalties in an amount of \$300.00, and \$500.00 for a third and subsequent offense.

When Recorded Mail To:
City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 10-21

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ON FILE WITH THE CITY CLERK ENTITLED THE “CITY OF BUCKEYE 2021 WATER CONSERVATION CODE UPDATES” BY REFERENCE; AND AMENDING THE BUCKEYE CITY CODE BY AMENDING CHAPTER 17, WATER UTILITIES, IN ACCORDANCE WITH THE “CITY OF BUCKEYE 2021 WATER CONSERVATION CODE UPDATES”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, that certain document entitled the “City of Buckeye 2021 Water Conservation Code Updates,” of which at least three paper copies or one paper copy and one electronic copy are on file in the Office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk;

WHEREAS, the Mayor and Council of the City of Buckeye, Arizona (the “City Council”) deem it necessary, in order to protect the public health, and safety, to adopt certain rules and regulations controlling and conserving water within the City of Buckeye; and

WHEREAS, the City Council finds that the proposed rules and regulations will further protect public health and safety by strengthening the City's water conservation program to reduce outdoor water use, reduce water waste, reduce customer and homeowner association water bills, reduce costs for purchasing and developing additional water supplies, reduce costs for infrastructure to treat and deliver additional water supplies and ensure that the City's water supplies are sustainable.

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. That certain document entitled the “City of Buckeye 2021 Water Conservation Code Updates,” of which at least three paper copies or one paper copy and one electronic copy are on file in the Office of the City Clerk and open for public inspection during normal business hours, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

Section 3. The City Code is hereby amended by amending Chapter 17, Water Utilities, Article 17-5 – Water Uses, Restrictions, Conservation, by inserting the provisions in the “City of Buckeye 2021 Water Conservation Code Updates,” as provided therein.

Section 4. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 5. In accordance with Chapter 17, Water Utilities, Article 17-5 – Water Uses, Restrictions, Conservation, as amended herein by inserting the provisions in the “City of Buckeye 2021 Water Conservation Code Updates” as provided therein, Section 17-5-28 – Violations and Penalties - is hereby included in the “City of Buckeye 2021 Water Conservation Code Updates”, to read as follows:

Section 17-5-28– Violations and Penalties

Except as otherwise provided in this chapter, any person found in violation of any provision of Article 17-5 shall first be issued a notice of violation and provided 30 days in which to correct the violation. If the violation is not corrected within the 30-day period, the violation shall be a civil offense and subject to civil penalties as a first offense in an amount of \$150.00. A second or subsequent violation of any provision of Article 17-5 within an 18-month period shall be a civil offense and subject to civil penalties in an amount of \$300.00, and \$500.00 for a third and subsequent offense.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the “City of Buckeye 2021 Water Conservation Code Updates” adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. In the event of any inconsistency, conflict or ambiguity among any section, subsection, sentence, clause, phrase or portion of the “City of Buckeye 2021 Water Conservation Code Updates” adopted herein by reference, the City Code, or this Ordinance, the documents shall govern in the order listed herein.

Section 8. This Ordinance shall become effective on March 1, 2022.

Section 9. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 7th day of December, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 12/07/21	AGENDA ITEM: 8.A. State and Federal Legislative District Update
DATE PREPARED: 12/07/21	DISTRICT NO.:
STAFF LIAISON: George Diaz, Intergovernmental Affairs Director, 623-349-6996, gdiaz@buckeyeaz.gov	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Staff Reports / Discussion and Possible Direction from Council

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Summary of the status and process involved in the redistricting of state and federal legislative districts.

SUMMARY

PROJECT DESCRIPTION:

Summary of the status and process involved in the redistricting of state and federal legislative districts.

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

ATTACHMENTS: