



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
JANUARY 21, 2025
AGENDA**

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

The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

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

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

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.**
- 3. Awards/Presentations/Proclamations**
- 4. CONSENT AGENDA ITEMS / NEW BUSINESS**
Approval of items on the Consent Agenda - All items with an () are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests. This section may include the approval of Minutes from previous meetings.*

***4.A** [Council to take action on the On-Call Consulting for Airport Planning Services Contract \(No.](#)

2025176) between the City of Buckeye, an Arizona municipal corporation, and Coffman Associates, Inc., a Missouri corporation; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

Summary: The Finance Department issued a Request for Qualifications for On-Call Airport Planning Services, intending to contract with one consulting firm. A Professional Service Agreement was prepared for Coffman Associates, Inc., the consulting firm deemed the most qualified for Airport Planning Services. The contract period for the awarded contract is for an initial term of one year with no more than four additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual Task Orders with estimated values of \$50,000 to \$500,000. As Capital Improvement Projects (CIP) are developed and funded, each Task Order shall be approved in accordance with the City procurement code. Having On-Call Contracts in place for Airport Planning Services streamlines the procurement process and allows for expeditious project execution for airport planning related projects.

Staff Liaison: Scott Gray, Aviation Director, sgray@buckeyeaz.gov, (623) 349-6885

***4.B** Council to take action on the transfer of funds from the Budget Authority Fund Contingency to the Community Services, Public Works, and Information Technology Department's budget to fund the operation and maintenance of the General Joe Foss Public Shooting Complex at Buckeye Hills Regional Park.

Summary: On December 17, 2024, Buckeye City Council approved an agreement between Maricopa County and the City of Buckeye to operate and maintain the General Joe Foss Shooting Complex at Buckeye Hills Regional Park, which is a public facility. The agreement allows the City to operate and maintain the facility for a period of twenty years. Following Council's approval, Community Services coordinated with Public Works, Information Technology, and the Human Resources Departments on budgetary needs in order to open the facility to the public no later than October 6, 2025 as identified in the agreement. Prior to opening, new staff will need to be hired and trained, minor repairs need to be made, insurance needs to be procured, and operational supplies need to be purchased. The total request for Fiscal Year 2025 from the Budget Authority Fund Contingency is \$975,730.

Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353

***4.C** Council to take action on the Verrado Victory Sunrise Lane Replat, generally located along the east side of Sunrise Lane from the Camelback Road alignment and south of Montebello Avenue within the Verrado Victory District.

Summary: The Verrado Victory Sunrise Lane Replat is generally located along the east side of Sunrise Lane from the Camelback Road alignment and south of Montebello Avenue within the Verrado Victory District. This replat will dedicate additional right-of-way on the east side of Sunrise Lane to correct a construction issue.

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

***4.D** Council to take action to ratify the Intergovernmental Grant Agreement (IGA) No. IGA-ARPA-BUC-122324-01 between the State of Arizona, Office of the Governor, and the City of Buckeye.

Summary: The Water Resources Department is requesting retroactive approval of the Intergovernmental Grant Agreement (IGA) between the State of Arizona, Office of the Governor, and the City of Buckeye. Under this Agreement, the State of Arizona agrees to award the City a \$12,000,000 grant for the design and construction of water infrastructure in the future White Tanks Service Area. The infrastructure to be built is required for the complete establishment of an

Alternative Path to Designation of Assured Water Supply (ADAWS) for the White Tanks Service Area.

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

- *4.E** [Council to take action on the Central Arizona Project \(CAP\) Water Treatment and Interconnection Agreement between the City of Buckeye, an Arizona municipal corporation, and EPCOR Water Arizona, Inc., an Arizona corporation; and authorize the Mayor to execute said Agreement on behalf of the City of Buckeye.](#)

Summary: The Water Resources Department seeks Council approval to execute the CAP Water Treatment and Interconnection Agreement between the City of Buckeye and EPCOR Water Arizona Inc. ("EPCOR"). This agreement defines the terms by which EPCOR will receive, treat and then deliver the City's CAP Water for a period up to 30 years.

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

- *4.F** [Council to take action on the submission of a \\$139,319 Fiscal Year 2024 Assistance to Firefighters Grant application through the Federal Emergency Management Agency \(FEMA\) for the creation of a new Driver Training Program through the contracting of a Driver Trainer for the Buckeye Fire-Medical-Rescue Department; and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to take the steps necessary to submit the Grant application on behalf of the City of Buckeye.](#)

Summary: The City of Buckeye Fire-Medical-Rescue Department (BFRMD) seeks to provide driver training to all 130 Buckeye Fire-Medical-Rescue Department frontline personnel. Currently, about 44% of the BFRMD's sworn personnel have five years or fewer of on-the-job experience. As BFRMD is growing, it is experiencing an increased experience-gap that must be covered by training. Driving on the roadways is essential to the delivery of BFRMD's services. If awarded, the Grant will provide training to support the safe and efficient delivery of BFRMD's services.

Training will be conducted over a 12-month period by a qualified contractor. The total 12-month cost to engage the services of a qualified driver trainer is \$139,319. The Grant request amount is \$126,653.64, with a match of \$12,665.36.

Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

- *4.G** [Council to take action on the submission of a \\$2,700,000 Fiscal Year 2024 Assistance to Firefighters Grant application through the Federal Emergency Management Agency for the purchase of one new aerial ladder truck for the Buckeye Fire-Medical-Rescue Department; and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to carry out the purpose and intent of this Grant application on behalf of the City of Buckeye.](#)

Summary: The City of Buckeye Fire-Medical-Rescue Department (BFRMD) seeks to replace its current 18-year-old aerial ladder truck as it is reaching the end of its useful life and is becoming increasingly unreliable. Due to the City's rapidly increasing population and multi-story buildings, it is critical that the BFRMD is properly equipped to serve and protect the community through the purchase of a new aerial ladder truck. The total cost to purchase a mission-ready aerial ladder truck is \$2,700,000. This cost includes specialized tools and equipment for search and rescue, vehicular extrication, ventilation, and other supplies necessary for fire suppression, property conservation, rescue, and various emergency response events. The Vehicle is estimated to cost \$2,300,000 and the onboard equipment is estimated to cost \$400,000. The grant request amount is \$2,000,000 (this is the maximum allowed by the grant), with a City match of \$700,000.

Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

- *4.H** Council to take action on the removal of Laine Wingfield as a Regular Member of the Buckeye Pollution Control Corporation, the appointment of Deborah Anderson as a Regular Member of the Buckeye Pollution Control Corporation with a term expiration date of December, 2030, and the reappointment of Randal Kidd, Holly Roehl, Garnett Sailor, Caleb Elms, and Anastazia McMurray as Regular Members of the Community Services Advisory Board, all with a term expiration date of December, 2028.

Summary: The City encourages community involvement in our programs through our boards and commissions. Several Board and Commission members have completed their first term and are eligible for an additional 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 terms as regular members or they are no longer attending meetings. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by Council and staff. Members are appointed and serve at the pleasure of Council.

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

- *4.I** Council to take action on the December 3, 2024 Regular Council Meeting Minutes, December 17, 2024 Council Workshop Minutes, December 17, 2024 Regular Council Meeting Minutes, and January 7, 2025 Special Council Meeting and Council Executive Session Minutes.

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

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

5. Continued / Tabled Public Hearings

No action will be taken on the items listed in this section. Details of the continuance are reflected in the item descriptions.

- 5.A** **No action will be taken on this item.** The item and the accompanying public hearing is continued to the February 4, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Resolution No. 02-25 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.

Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. This item was continued to the January 21, 2025 agenda by the request of the applicant at the November 19, 2024 Council Meeting.

Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

- 5.B** **No action will be taken on this item.** This item and the accompanying public hearing is continued until the February 4, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 01-25 amending the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).

Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas. The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts.

A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the property's current Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved. This item was continued to the January 21, 2025 Council meeting by the request of the applicant at the November 19, 2024 Council meeting.

Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

6. Public Hearings and Non-Consent - New Business Items

- 6.A** **Council to take action on funding one Economic Development Catalyst Program applicant for the combined amount of \$3,450, plus certain City fees eligible for reimbursement.**

Summary: The Catalyst Program is a redevelopment program designed to attract private investment in Buckeye through the rehabilitation of existing buildings. Through the program, property owners, businesses, and investors can qualify for up to \$50,000 of reimbursable funding to support their development. Ideal projects include those that focus on an Economic Development purposes and serve a public benefit. After applications were received and reviewed, it is recommended that Council approve funding one Economic Development Catalyst Program applicant for the combined amount of \$3,450, plus certain City fees eligible for reimbursement.

Staff Liaison: Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970

7. Comments from the Mayor and Council

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

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

9. Proposals for Future Agenda Items

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

10. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/21/25	AGENDA ITEM: 4.A. AV - On-Call Professional Service Agreement for Airport Planning Services
DATE PREPARED: 01/15/25	DISTRICT NO.: 3
STAFF LIAISON: Scott Gray, Aviation Director, sgray@buckeyeaz.gov, (623) 349-6885	
DEPARTMENT: Buckeye Municipal Airport	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the On-Call Consulting for Airport Planning Services Contract (No. 2025176) between the City of Buckeye, an Arizona municipal corporation, and Coffman Associates, Inc., a Missouri corporation; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

On September 30, 2024 the Finance Department issued a Request for Qualifications (RFQ) #2025176 for On-Call Airport Planning Services, with the intent of contracting one consulting firm. Statements of Qualifications (SOQs) were due on October 28, 2024 and two SOQ packets were received for Airport Planning Services. An evaluation team of five panel members were formed and each independently scored the submittals. The evaluation team met on November 12, 2024 and reviewed and ranked the two detailed SOQ submittals. At the close of evaluations, Coffman Associates, Inc., was deemed the apparent most qualified for Airport Planning Services and a contract was prepared for Coffman Associates, Inc. The contract period for the awarded contract is for an initial term of one year with no more than four additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual Task Orders with estimated values of \$50,000 to \$500,000. As Capital Improvement Projects (CIP) are developed and funded, each Task Order shall be approved in accordance with the City procurement code. Over the next five years, the City expects to execute several Capital Improvement Projects (CIP).

BENEFITS:

Having On-Call Contracts in place for Airport Planning Services streamlines the procurement process and allows for expeditious project execution for airport planning related projects.

FUTURE ACTION:

Task Orders under this Contract will be issued to the consultant to complete a wide range of airport planning projects. Depending upon the cost of the service required, Task Orders may require City Council approval and City Manager execution.

FINANCIAL IMPACT STATEMENT:

No cost implications or encumbrances until individual Task Orders are issued.

CURRENT FISCAL YEAR TOTAL COST:

As funded and developed.

BUDGETED:

No

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

ATTACHMENTS:

[Contract 2025176 with Coffman.pdf](#)

ON-CALL CONSULTING FOR
AIRPORT PLANNING SERVICES
BETWEEN
CITY OF BUCKEYE
AND
COFFMAN ASSOCIATES, INC.
CONTRACT NO. 2025176

THIS CONTRACT (the "Contract") is entered into on _____, by and between the CITY OF BUCKEYE, an Arizona municipal corporation, (the "City") and Coffman Associates, Inc., a Missouri corporation (The "Consultant").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute Contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

The City issued a Request for Qualifications, "RFQ No. 2025176 On-Call Airport Planning Services," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from consultants for professional consulting services.

The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, and the City desires to enter into a Contract with the Consultant to provide Airport Planning Services (the "Services").

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

1.0 SCOPE OF SERVICES

The City desires to obtain Professional On-Call Airport Planning Services for Airport improvement projects. In accordance with the Contract documents, a specific scope of services and fee proposal shall be negotiated for each project and be executed by individual Task Orders. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Consultant warrants that (i) it has the authority and right to enter into this Contract and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other of Consultant's obligations; (ii) each of its employees possesses the proper skill, training and background needed to accomplish their tasks; and (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized as necessary under applicable State and Federal laws to

perform the work needed to complete the Services.

On-call services may include federal aid projects. If selected to participate on a federal aid project the consultant and any proposed sub-consultants must certify in writing that they are not currently debarred and/or suspended and excluded from participation in federal programs.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable federal, state and local law, including, but not limited to Chapter 22 of the Buckeye City Code, Airport Rules and Regulations.

AIRPORT PLANNING SERVICES:

Consultant should demonstrate broad proficiency in Planning for Airport Design Services, but not limited to the following list of services:

- Proficiency in On-Call Engineering-Airport Planning Services
- Preparation of Airport Master Plans
- Airport layout plans and drawings
- Knowledge of all applicable Federal Aviation Administration and Arizona Department of Transportation guidelines for airport and related grant administration
- Aircraft noise studies
- Airport Facilities Planning
- Land Use Compatibility Planning
- Cost/Benefit Studies for Airport Improvement Grants
- General planning and estimating services
- Prepare planning and environmental documentation to Federal Aviation Administration (FAA)
- Work in accordance with Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT) standards
- Meet all Federal, State, City, FAA advisory Circulars, National Environmental Policy Act (NEPA) and Arizona Environmental Statutes.
- Knowledge in the various applications of NEPA: Environmental Impact Statements (EIS); Environmental Assessments (EA); and Categorical Exclusions (CatEx) and the specific circumstances for application.
- Preliminary Environmental review/analysis for proposed developments
- Preliminary Wildlife Hazard Mitigation plans
- Quantitative Air Analysis study
- Biological or cultural resource surveys

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

project assignments released under this Contract.

2.0 FEES AND PAYMENTS

2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)

In order to do business with the City, register at <https://cityofbuckeyeaz.tylerportico.com/va/vendor-access/registration>. Please be aware consultants that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

2.2 FEE SCHEDULE

Consultant shall be paid according to the fee schedule set forth in Exhibit A. Each individual “Task Order” shall be governed by Section 24-1-8 of the City Code, “Procurement by Dollar Value”, as may be amended from time to time.

2.3 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the Contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACTING OFFICER

The Contracting Officer for the City shall be the Contracting Officer in the Finance Department or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

3.2 TERM OF CONTRACT

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the Contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

3.3 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

Termination for Convenience: City and Consultant reserve the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SubConsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done, or for any costs incurred by Consultant's suppliers or SubConsultants, that Consultant could reasonably have avoided, after receipt of the notice of termination.

Termination for Cause: City may also terminate this Contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this Contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause. In the event of termination for cause, the City shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to the City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special

provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this Contract and for a period of three years after last or final payment.

Consultant shall require all SubConsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written agreement between Consultant and payee. Such requirements will also apply to any and all SubConsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of the City's findings to Consultant.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of the City.

3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional SubConsultants as may be required for the timely completion of this Contract. The addition of any SubConsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order or similar written authorization from the City.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or public City by the Contracting Officer.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart

of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE CONTRACT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

If to the City: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85236
Attn: Contracts
Email: contracts@buckeyeaz.gov

With copy to: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326
Attn: Legal
Email: legal@buckeyeaz.gov

If to Consultant: Coffman Associates, Inc.
4835 E. Cactus Road, Suite 235
Scottsdale, Arizona 85254
Attn: Matt Quick, Principal
Email: mquick@coffmanassociates.com

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified mail, registered mail, or email.

3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) are caused by the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of SubConsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statutes § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The Consultant or Subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its SubConsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its SubConsultants shall cooperate with City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 or and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

3.28 COOPERATIVE PURCHASING

Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement Contracts developed by the City, at their discretion and with the Contract of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and the Consultant. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

4.0 INSURANCE

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this Contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this Contract will result in rejection of the Certificate and delay Contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent

qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

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

4.1.2 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

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

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject Contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. The City of Buckeye, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of SubConsultants: If any work under this Contract is subcontracted in any way, Consultant shall execute a written contract with SubConsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the City of Buckeye and Consultant. Consultant shall be responsible for executing the contract with SubConsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish the City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City of Buckeye shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability- under ISO Form CA 20 48 or equivalent.
- c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject Contract.

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

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

4.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

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

4.2.4 Worker's Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or
2. Consultant ceases to conduct business; or
3. Consultant makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Consultant.

5.1.1 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to the City the full cost of the City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's

attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Consultant warrants that the Software, process, equipment, or documents furnished by Consultant during the term of this Contract does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. Consultant shall not settle any claim on terms that prevent the City from using the work product, software, process, and documents, without the City's prior written consent. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense and not later than sixty (60) days after Consultant has been notified of any claim of infringement or misappropriation: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Consultant shall sublicense to the City any and all third party Software required in the execution of this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

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

7.0 ISRAEL COMPLIANCE

Pursuant to Arizona Revised Statute § 35-393.01, Consultant certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

8.0 FORCED LABOR OF ETHNIC UYGHURS

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

Exhibits:

A. Consultant Fee Schedule

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF BUCKEYE,
an Arizona Municipal corporation

CONSULTANT:
COFFMAN ASSOCIATES, INC.,
a Missouri corporation

Matt Quick

Dan Cotterman, City Manager

Matt Quick, Principal

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ON-CALL CONSULTING CONTRACT
BETWEEN
THE CITY OF BUCKEYE
AND
COFFMAN ASSOCIATES, INC.

CONSULTANT FEE SCHEDULE
See following page**

COFFMAN ASSOCIATES, INC.
FEE SCHEDULE *
January 1, 2025 – December 31, 2025

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal-In-Charge	\$ 317.00
Senior Professional/Project Manager	\$ 288.00
Professional	\$ 172.00
Technical/Support	\$ 122.00

<u>Employee Category</u>	<u>Daily Rate</u>
Principal-In-Charge	\$ 2,536.00
Senior Professional/Project Manager	\$ 2,304.00
Professional	\$ 1,376.00
Technical/Support	\$ 976.00

* This Fee Schedule shall be in effect until December 31, 2025. Following this date, a new Fee Schedule will be submitted.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/21/25	AGENDA ITEM: 4.B. CS - Joe Foss Shooting Range Budget and Position Requests
DATE PREPARED: 01/15/25	DISTRICT NO.: 2
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353	
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 transfer of funds from the Budget Authority Fund Contingency to the Community Services, Public Works, and Information Technology Department's budget to fund the operation and maintenance of the General Joe Foss Public Shooting Complex at Buckeye Hills Regional Park.

SUMMARY

PROJECT DESCRIPTION:

On December 17, 2024, Buckeye City Council approved an agreement between Maricopa County and the City of Buckeye to operate and maintain the General Joe Foss Public Shooting Complex at Buckeye Hills Regional Park, which is a public facility. The agreement allows the City to operate and maintain the facility for a period of twenty years. This facility will benefit the City in two key ways – providing residents with another recreational opportunity for target shooting, as well as providing the Buckeye Police Department with a facility to better train its officers.

Following Council's approval, Community Services coordinated with Public Works, the Police Department, Information Technology, and the Human Resources Departments on budgetary needs in order to open the facility to the public no later than October 6, 2025 as identified in the agreement. Prior to opening, new staff needs to be hired and trained, minor repairs need to be made, insurance needs to be procured, and operational supplies need to be purchased. The total request for FY25 from the Budget Authority Fund Contingency is \$975,730.

The request for additional funds in FY25 includes 7 new full-time positions (these 7 new positions are being approved through this agenda item) including range masters, program coordinators and a business analyst in FY25, utilities, contracted custodial and grounds maintenance, contracted services for instructors and equipment repair, office and operational supplies, insurance, fuel expenses, and one-time improvements including IT upgrades, facility repairs, signage, furnishings, and radios.

BENEFITS:

The funds and new positions are needed in FY25 to prepare for the opening of the range to benefit recreational shooters in Buckeye and the west valley, as well as providing the Police Department with a facility to support its training needs.

FUTURE ACTION:

As part of the FY26 budget, the Community Services, Public Works, Information Technology, and the Human Resources Department will have budget requests to continue operating and maintaining the Joe Foss Public Shooting Range with an estimated total FY26 budget ask of \$1,244,500. The FY26 budget

request will be offset by anticipated revenues of \$113,000. The FY26 budget requests will be made and considered by Council as part of the process for the adoption of the FY26 budget.

	FY25		FY26	
Staffing	\$	322,680	\$	806,700
Operating	\$	118,000	\$	181,000
One-Time	\$	535,050	\$	256,770
Total	\$	975,730	\$	1,244,470

FINANCIAL IMPACT STATEMENT:

In FY25, a total of \$975,730 is requested to be allocated to the various departments from the Budget Authority Fund Contingency. The General Fund had a higher than anticipated ending FY2025 Fund Balance of approximately \$3.1 million due to lower than anticipated expenditures and increased operating revenues. The breakdown for the funding request - by department - is listed below.

- \$663,680 Community Services Department
- \$163,050 Public Works Department
- \$147,000 Information Technology Department
- \$2,000 Human Resources Department

Total: \$975,730

	FY25		FY26	
Staffing	\$	322,680	\$	806,700
Operating	\$	118,000	\$	181,000
One-Time	\$	535,050	\$	256,770
Total	\$	975,730	\$	1,244,470

CURRENT FISCAL YEAR TOTAL COST:

\$975,730

BUDGETED:

No

FISCAL YEAR:

FY25

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: 01/21/25	AGENDA ITEM: 4.C. DS - Verrado Victory Sunrise Lane Replat
DATE PREPARED: 01/15/25	DISTRICT NO.: 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the Verrado Victory Sunrise Lane Replat, generally located along the east side of Sunrise Lane from the Camelback Road alignment and south of Montebello Avenue within the Verrado Victory District.

SUMMARY

PROJECT DESCRIPTION:

The Verrado Victory Sunrise Lane Replat generally located along the east side of Sunrise Lane from the Camelback Road alignment and south of Montebello Avenue within the Verrado Community Master Plan (CMP). This replat will dedicate additional right-of-way on the east side of Sunrise Lane to correct a construction issue where Sunrise Lane encroached into the adjacent landscape tracts. The proposal is a replat of existing tracts "A-1" and "A-5." Replat is requested by David Nilsen of Verrado ARC, LLC.

BENEFITS:

This Replat will correct the right-of-way along Sunrise Lane.

FUTURE ACTION:

No further action from Council is required.

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

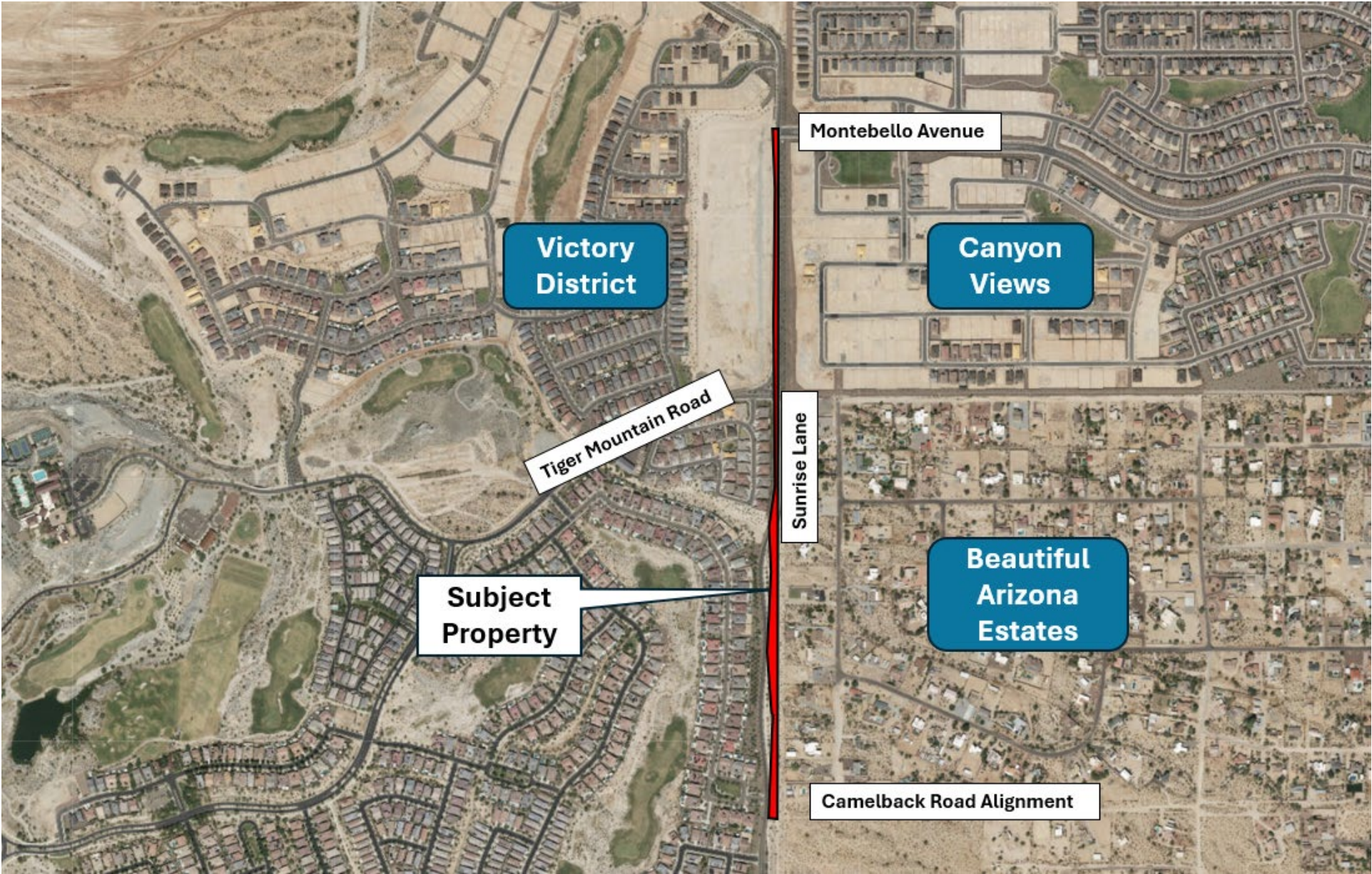
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[PLZV-24-0002 Vicinity Map.pdf](#)

[PLZV-24-0002 Sunrise Lane Final Plat - Narrative.pdf](#)

[PLZV-24-0002 Sunrise Lane Final Plat - Re-Plat.pdf](#)



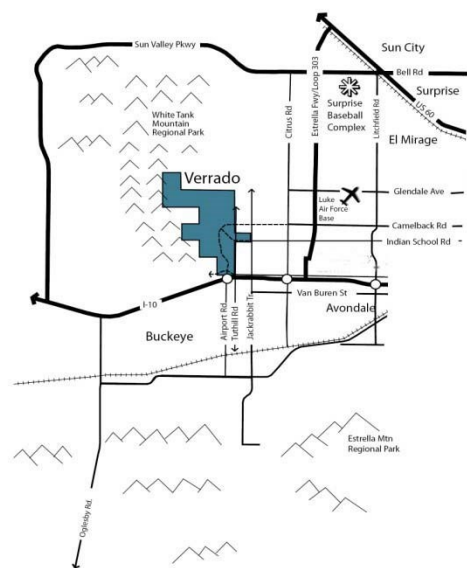


Final Plat Narrative
Verrado, Victory District, Sunrise Lane
(04.04.24)

Background

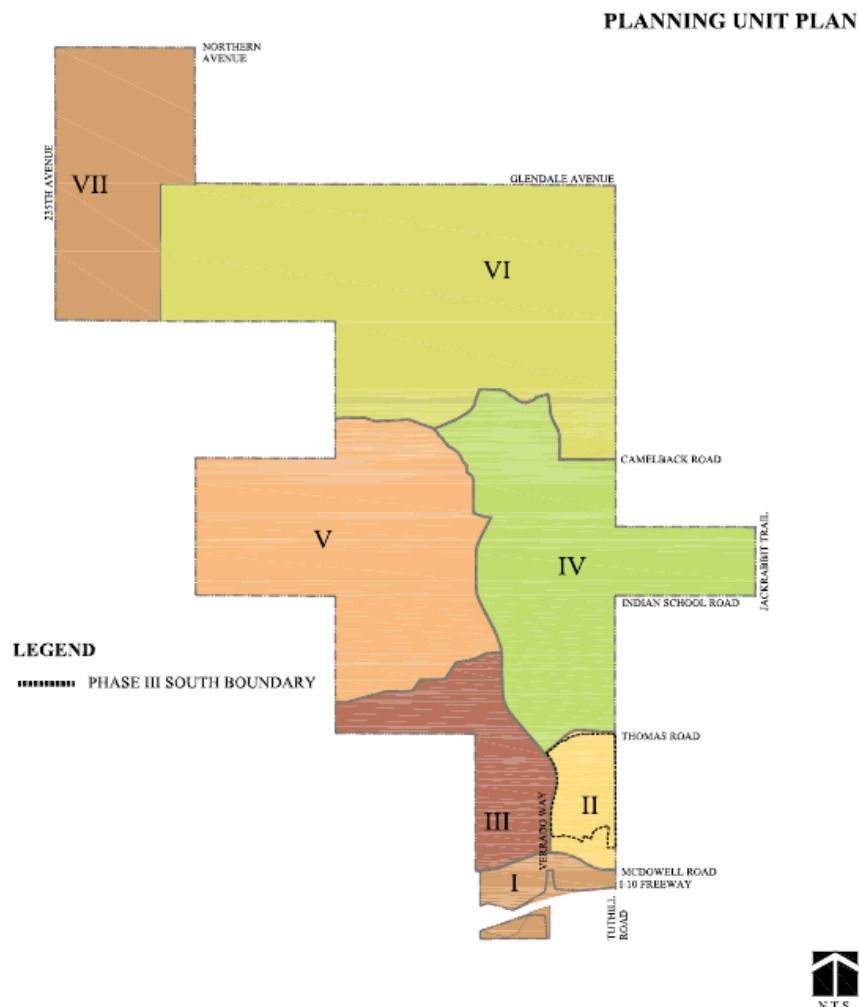
Verrado is an 8,816 acre master planned community located north of I-10 and east and west of Verrado Way ("Verrado") as shown on **Exhibit A**. In 1999, the City of Buckeye (the "City") approved the Pre-Annexation and Development Agreement (the "PADA") and the Community Master Plan ("CMP"), both of which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

Exhibit A



In 2004, the City approved an amendment to the CMP that added an additional sixteen (16) acres to the entitlements. The CMP, as amended, allows for a maximum of 14,080 residential dwelling units, 4,234,550 square feet of commercial/mixed use and 1,000 resort rooms. As of late 2021, approximately 55% of the total dwelling units have been platted. A Land Use Budget allocates these densities/intensities throughout the 8,816 acre property into seven (7) Planning Units as depicted in **Exhibit B**.

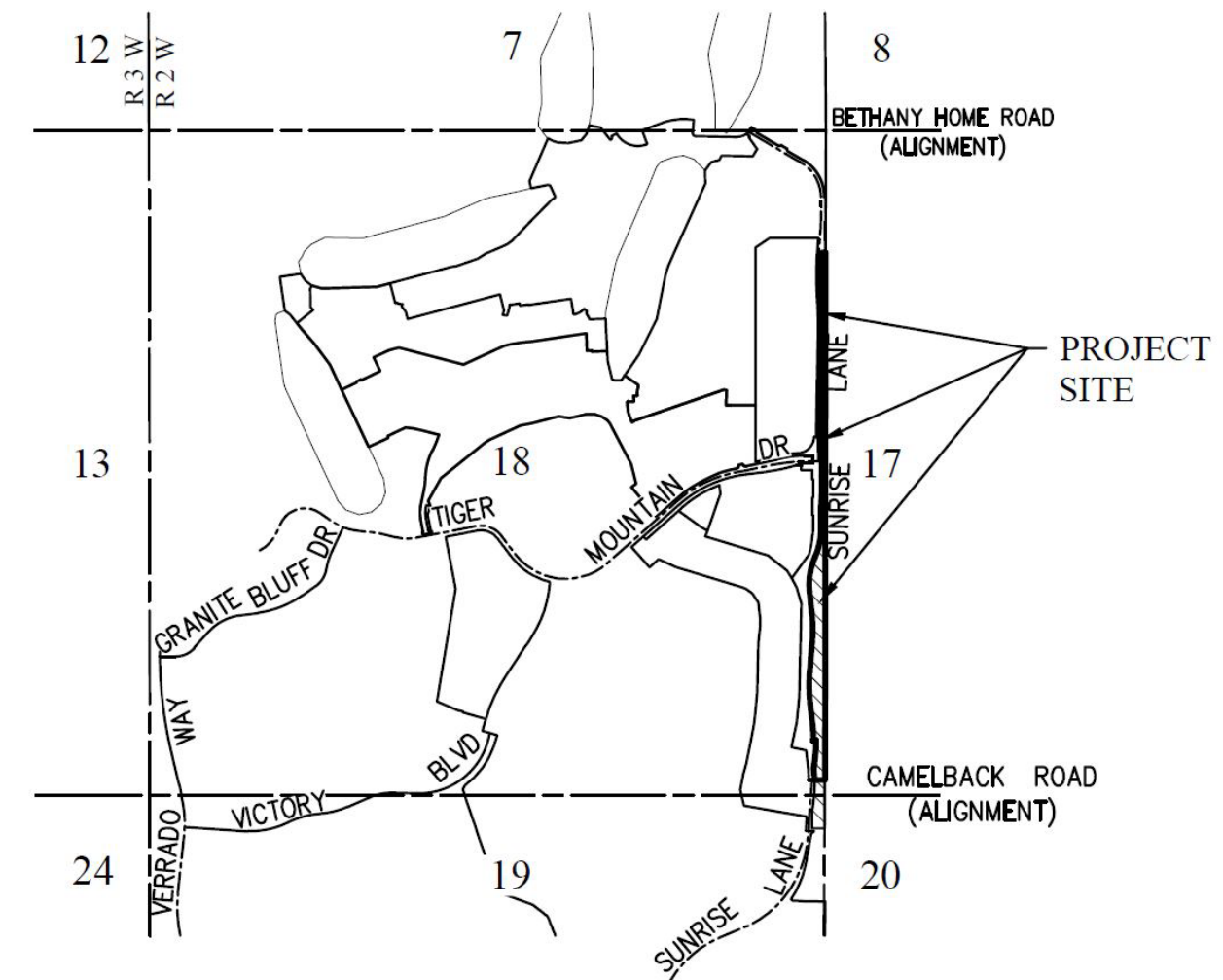
Exhibit B



Description of Request

The purpose of this application is to request approval of the Final Plat for Verrado, Victory District, Sunrise Lane. The Final Plat is located along the east side of the Sunrise Lane - north of the Camelback Road alignment and south of Montebello Avenue. The purpose of the Final Plat is to correct a construction issue, which resulted in the easterly curb of Sunrise Lane encroaching into the adjacent landscape tracts. The encroachment into the Tracts "A-1" & "A-5" is less than 300' in a north/south direction and 6' in an east/west direction at its maximum width. The two landscape tracts were created with two final plats. Essentially, this Final Plat is a Re-Plat of Tract "A-1" (Book 1553, Page 35) and Tract "A-5" (Book 1580, Page 35) – see **Exhibit C**.

Exhibit C



Background on Verrado and Victory District

The Victory District is in the area north of the Main Street District and is exclusively for active adults. This represents a unique opportunity to create a convergence of complementary lifestyles, which will add to the diversity and charm of Verrado. Because this area is north of the Main Street District and given its proximity to the terrain of the White Tanks, the land plan will relax and take on a more organic quality that responds to terrain and the open space pattern of the golf fairways. While the fundamental design principles including street design, street trees, architectural design and neighborhood parks will still be employed, differences in execution will be made in order to meet the needs of the active adult. Specifically, the Victory District is planned with an emphasis on the following features:

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

Consistent with planning for Verrado, DMB has conducted a significant amount of analysis and study on active adult communities with the goal of creating a place that will meet the needs of the active adult population, but also which will seamlessly blend into the community of Verrado. While Victory will have its own personality and qualities, separate and apart from the rest of Verrado, it will complement and blend so as to create the sense that you are still in the same place.

Current Site Conditions

Sunrise Lane is now an existing roadway and the adjacent tracts have been landscape.

Current General Plan Designation

The entire 8,816 acre Verrado property is designated as *Master Planned Community* in the City of Buckeye General Plan. In addition, because of the major washes that traverse Verrado, the General Plan land use map has several 'Floodway Transitional Areas' designated throughout the master planned community. The updated Planning Unit Drainage Plan and Update to Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Current Zoning Designation

Verrado is zoned Planned Community District ("PC") with an approved CMP and PADA as noted above. The CMP identifies several Development Options, which specify allowed uses and development criteria. In accordance with the CMP, the selected Development Options are identified on the Final Plat.

Planning Unit Plans

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

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

Surrounding Vicinity Information

The Final Plat is located within the northern portion of Verrado. Areas to the south have been developed in what are referred to as the "Main Street District" as shown on ***Exhibit D***.

Exhibit D



The Main Street District is developed with a mix of residential uses, with the Verrado Main Street forming a central gathering point in a manner that resembles a “small town” commercial district. The Raven Golf Course and Clubhouse exist on the west end of the “Main Street.” Development patterns in this area were intended to be formalized with significant amount of connectivity to the many neighborhood parks and trail systems throughout Verrado.

To the east are properties outside of Verrado, which include future phases of the Canyon Views development and a State Land parcel located north of Canyon Views.

	North	South	East	West
Existing Use	Developed	Developed	Developed	Developed
Existing Zoning	PCD	PCD	PCD	PCD
Planning Unit Plan Designation	PU IV	PU IV	PU IV	PU IV
Verrado “Districts”	Victory	Victory	Victory	Victory

Fire & Police Protection

Fire, Police and emergency services are provided by the City. The Verrado Fire Station 703 is located approximately 2 ½ miles to the south of the “Property” at 2582 North Verrado Way. Station 703 is a joint fire/police station that was partially funded by Verrado through the donation of land as well as cash donation as specified in the PADA.

Impact on Local Schools

The “Property” is located within three (3) school districts including 1) the Litchfield Elementary School District, 2) the Agua Fria Union High School District, and 3) the Saddle Mountain Elementary School District. The proposed Plat complies with land use intensities allowed within the land use budget and further, will not impact the school districts by creating a need for additional schools because the project is age restricted.

Verrado Design Guidelines

Design Guidelines for Victory have been developed to address the unique character that will be created in this portion of Verrado. The Victory design guidelines are similar to the

existing Verrado Design Guidelines that are utilized to guide the unique architectural and land planning character that has made this community unique.

Summary

The proposed Final Plat provides the City of Buckeye with the exact right of way needed for the existing Sunrise Lane due to the construction issue of the easterly curb and gutter. At the time of construction, the design engineer worked with City staff to ensure the additional pavement and pavement taper met or exceeded the design standards.

REVIEWED BY
DATE
DRAFTED BY
DATE
CHECKED BY
DATE

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA
KNOW ALL PERSONS BY THESE PRESENTS:

THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNER OF THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME OF "VERRADO, VICTORY DISTRICT, SUNRISE LANE" A RE-PLAT OF TRACT "A-1" OF THE FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7A", RECORDED IN BOOK 1553, PAGE 35, MARICOPA COUNTY RECORDS (MCR) AND A RE-PLAT OF TRACT "A-5" OF THE FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7B", RECORDED IN BOOK 1580, PAGE 48, MARICOPA COUNTY RECORDS (MCR), SITUATED IN A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE FINAL PLAT OF SAID "VERRADO, VICTORY DISTRICT, SUNRISE LANE", AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET AND TRACT CONSTITUTING SAME, AND THAT THE STREET AND TRACT SHALL BE KNOWN BY THE LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THE OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREET AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

IN WITNESS WHEREOF:

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

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

BY:

IT:

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RATIFICATION AND APPROVAL

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

BY:

ITS:

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS DAY OF 20,

BY: MAYOR

ATTEST: CITY CLERK

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

BY: BUCKEYE CITY ENGINEER DATE:

I HEREBY CERTIFY THAT THIS PLAT SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THAT ALL TRACTS SHOWN UPON THIS PLAT CONFORM TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN (CMP) APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RECORDED AS DOCUMENT NO.99-1071208, M.C.R. THE "CMP", INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE SUBDIVIDED.

BY: DEVELOPMENT SERVICES DIRECTOR DATE:

REFERENCE SURVEYS

R1 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7A", RECORDED AS BOOK 1553, PAGE 35, MCR
R2 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT - A REPLAT OF PHASE 2 RECORDED IN BK 1249, PG 19 MCR, EXCEPT TRACTS B1, P1, Q3, AND A PART OF H4, AND A REPLAT OF A PORTION OF TRACT "T" OF THE FINAL PLAT FOR "VERRADO VICTORY DISTRICT PHASE 3 - PARCEL 3A AND A RE-PLAT OF TRACT A1 PER VERRADO VICTORY DISTRICT - PHASE 1 RECORDED IN BK 1172, PG 11 MCR AND A RE-PLAT OF A PART OF TRACTS E3 PER VERRADO VICTORY DISTRICT - PHASE 2 RECORDED IN BK 1249, PG 19 MCR" BEING RECORDED IN BK 1290, PG 35 MCR", RECORDED AS BOOK 1300, PAGE 14, MCR.
R3 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT PHASE 1", RECORDED AS BOOK 1172, PAGE 11, MCR.
R4 - "RESULTS OF SURVEY, VERRADO", RECORDED AS BOOK 602, PAGE 30, MCR.
R5 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 5", RECORDED AS BOOK 1469, PAGE 43, MCR.
R6 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 6", RECORDED AS BOOK 1510, PAGE 14, MCR.
R7 - FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7B", RECORDED AS BOOK 1580, PAGE 48, MCR.
R8 - ALTA/ACSM LAND TITLE SURVEY FOR VERRADO ARC - PHASE 1, BY HOSKIN RYAN CONSULTANTS, INC. JOB 12-080, DATED SEPTEMBER 26, 2013

FINAL PLAT
FOR

"VERRADO, VICTORY DISTRICT, SUNRISE LANE"

A RE-PLAT OF TRACT "A-1" OF THE FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7A", RECORDED IN BOOK 1553, PAGE 35, MARICOPA COUNTY RECORDS (MCR) AND

A RE-PLAT OF TRACT "A-5" OF THE FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7B", RECORDED IN BOOK 1580, PAGE 48, MARICOPA COUNTY RECORDS (MCR)

SITUATED IN PORTIONS OF SECTIONS 18 AND 19, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

NOTES

- THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED IN DOCUMENT NO. 2002-1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME AND IS OR WILL BE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VICTORY DISTRICT (THE "VICTORY CC&R'S") RECORDED IN DOCUMENT NO. 2014-0004847, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VILLAGE" AS DEFINED IN THE CHARTER. PURSUANT TO THE VICTORY CC&R'S, VICTORY DISTRICT ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "VICTORY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VICTORY DISTRICT" AS DEFINED IN THE VICTORY CC&R'S. ALL OWNERS OF LOTS SHALL BE MEMBERS OF BOTH THE COMMUNITY ASSOCIATION AND THE VICTORY ASSOCIATION. ALL TRACTS ARE AREAS OF COMMON RESPONSIBILITY.
- CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION-TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
- ALL TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE COMMUNITY ASSOCIATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE COMMUNITY ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
- THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, MCR AS SAME MAY BE AMENDED FROM TIME TO TIME.
- REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, MCR, FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.
- ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
- NO TREES ARE ALLOWED WITHIN THE "VISIBILITY TRIANGLE EASEMENT" (VTE) AREA OR "SIGHT VISIBILITY EASEMENT" (SVE), NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT AREA AND SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7 FEET.
- THE SUBDIVISION DEPICTED ON THIS PLAT IS LOCATED WITHIN TERRITORY, IN THE VICINITY OF A MILITARY AIRPORT (LUKE AIR FORCE BASE) AND MAY BE SUBJECT TO INCREASED NOISE, ACCIDENT POTENTIAL AND JET AIRCRAFT OVERFLIGHTS, AS PER INSTRUMENT NUMBER 2001-0743413, MCR.
- THE PURPOSE OF THIS PLAT IS TO AMEND THE SUNRISE LANE RIGHT-OF-WAY BY TAKING 923.13 SQUARE FEET FROM PORTIONS OF TRACT "A-1" OF FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7A" AND TRACT "A-5" OF FINAL PLAT FOR "VERRADO VICTORY DISTRICT - PHASE 7B". NO EASEMENTS ARE AFFECTED BY THIS RE-PLAT OF THE AFOREMENTIONED TRACTS AND DEDICATION OF RIGHT-OF-WAY. THE AGREEMENTS, CONDITIONS, AND RESTRICTIONS OF THE FINAL PLAT RECORDED IN BOOK 1553, PAGE 35, MCR AND THE FINAL PLAT RECORDED IN BOOK 1580, PAGE 48, MCR, WILL BOTH REMAIN IN FULL EFFECT WITH THE PLATS.

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
RIGHT-OF-WAY	923.13'	0.0212	RIGHT-OF-WAY
TRACT "A"	343,359.76'	7.8825	DRAINAGE, SIDEWALK / LANDSCAPE

PROJECT SUMMARY	
RESIDENTIAL	AREA (ACRES)
RIGHT-OF-WAY AREA - SUNRISE LANE	0.0212
TRACT "A"	7.8824
"VERRADO, VICTORY DISTRICT, SUNRISE LANE" TOTAL	
7.9036 AC	

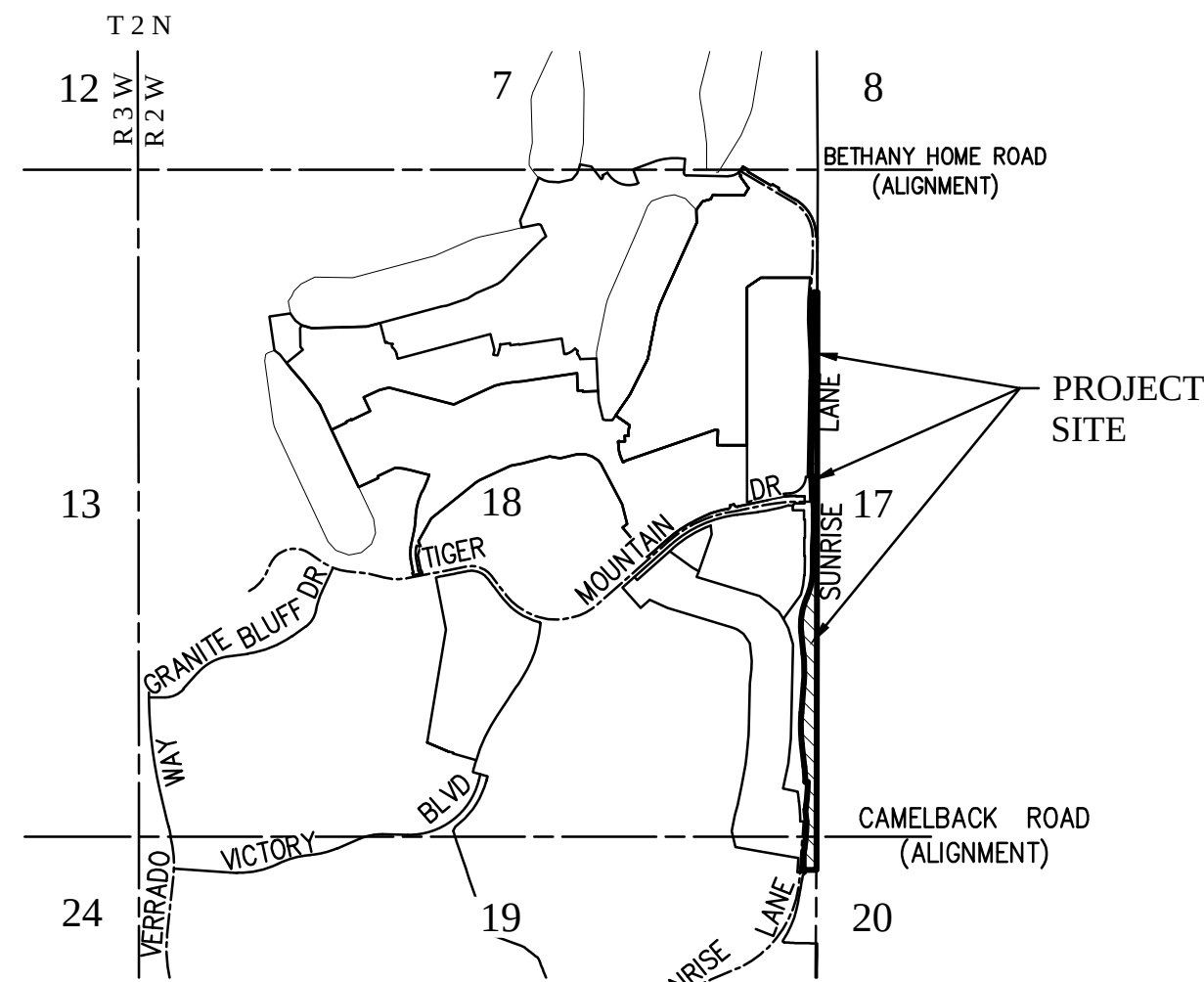
SEE SHEET 2 - LINE & CURVE TABLES

AREA 7.9036 AC

SHEET 1 OF 4

THOMAS E. GRANILLO, RLS
ARIZONA R.L.S. 55545

7/9/2024
DATE



VICINITY MAP
SECTIONS 18 & 19, T2N-R2W
NOT TO SCALE

PROPERTY OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
14000 NORTH PIMA ROAD, SUITE 100
SCOTTSDALE, AZ 85260
TEL: (480) 214-4523
CONTACT: BRENDA TUCSON, TRUSTEE
EMAIL: BRENDA.TUCSON@NF.COM

SURVEYOR

HUITT-ZOLLARS, INC
5050 N. 40TH STREET, SUITE 100
PHOENIX, AZ. 85018
TEL: (602) 252-8384
FAX (602) 252-8385
CONTACT: THOMAS E. GRANILLO, RLS
EMAIL: TGRANILLO@HUITT-ZOLLARS.COM

DEVELOPER

DMB WHITE TANKS, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, AZ 85250
TEL: (480) 367-7000
CONTACT: DAVE NILSEN
EMAIL: DNILSENE@DMBIN.COM

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 0°05'08" WEST (BASIS OF BEARINGS), 2,630.10' AS MEASURED FROM THE FOUND ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 18, AND THE FOUND MCDOT ALUMINUM CAP MONUMENTING THE EAST QUARTER CORNER OF SAID SECTION 18.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 0400391665L, WITH A REVISION DATE OF 10/16/2013 FOR COMMUNITY NO. 040039. IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

SHEET INDEX

SHEET 1 COVER, SITE INFORMATION, NOTES, APPROVALS, BASIS OF BEARINGS, REFERENCE SURVEYS, FLOODZONE INFORMATION, PROJECT SUMMARY, TRACT AREA & USE TABLE, AND SURVEYOR'S CERTIFICATION
SHEET 2 SECTIONAL LAYOUT, BOUNDARY AND KEY MAP, PLAT SHEET, LINE & CURVE TABLES AND LEGEND
SHEET 3 - 4 PLAT SHEETS

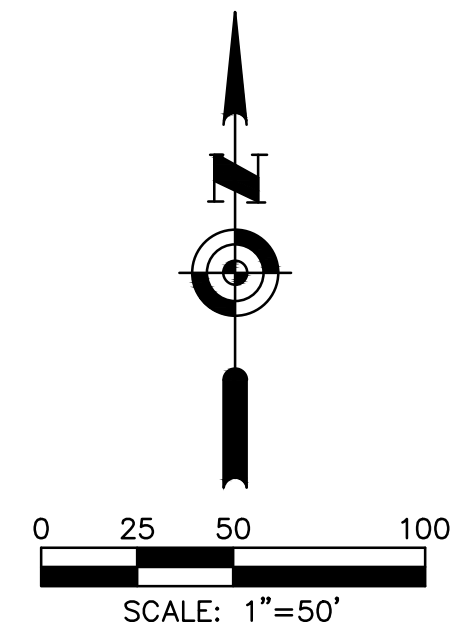
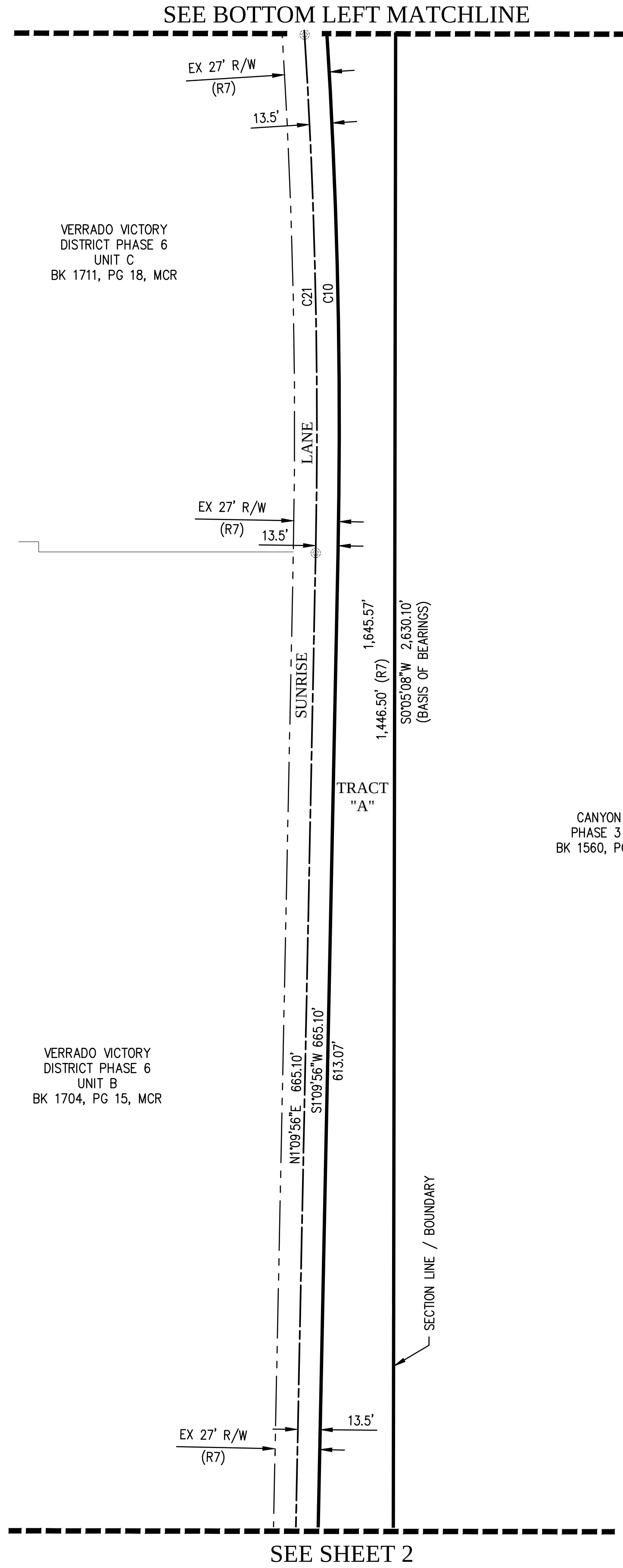
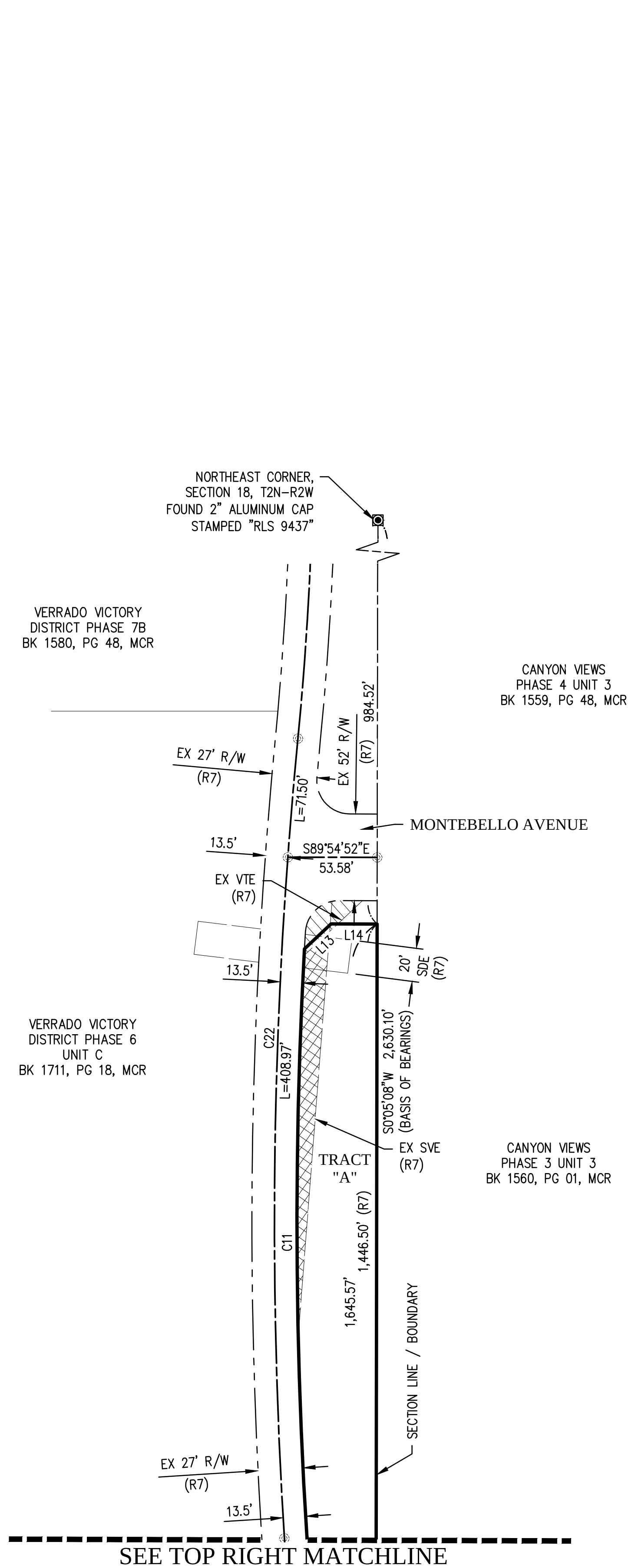
SURVEYOR'S CERTIFICATION

I, THOMAS E. GRANILLO, RLS, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON, CONSISTING OF FOUR (4) SHEETS, HAS BEEN PREPARED FROM A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JULY 2024, AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.



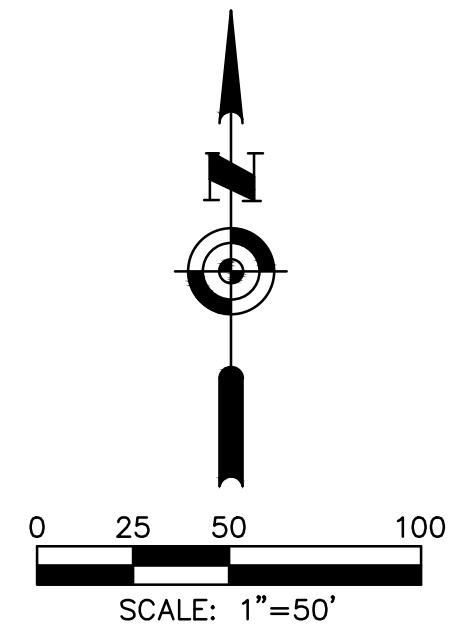
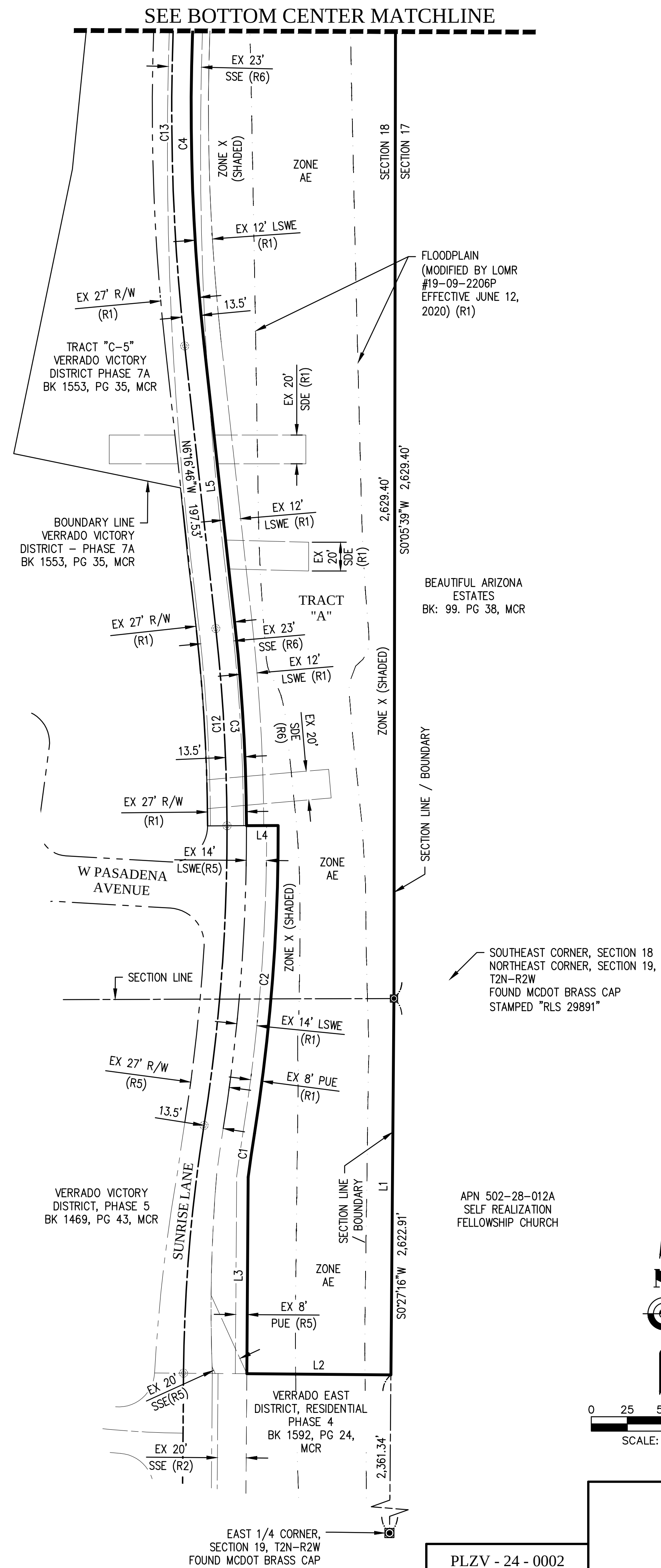
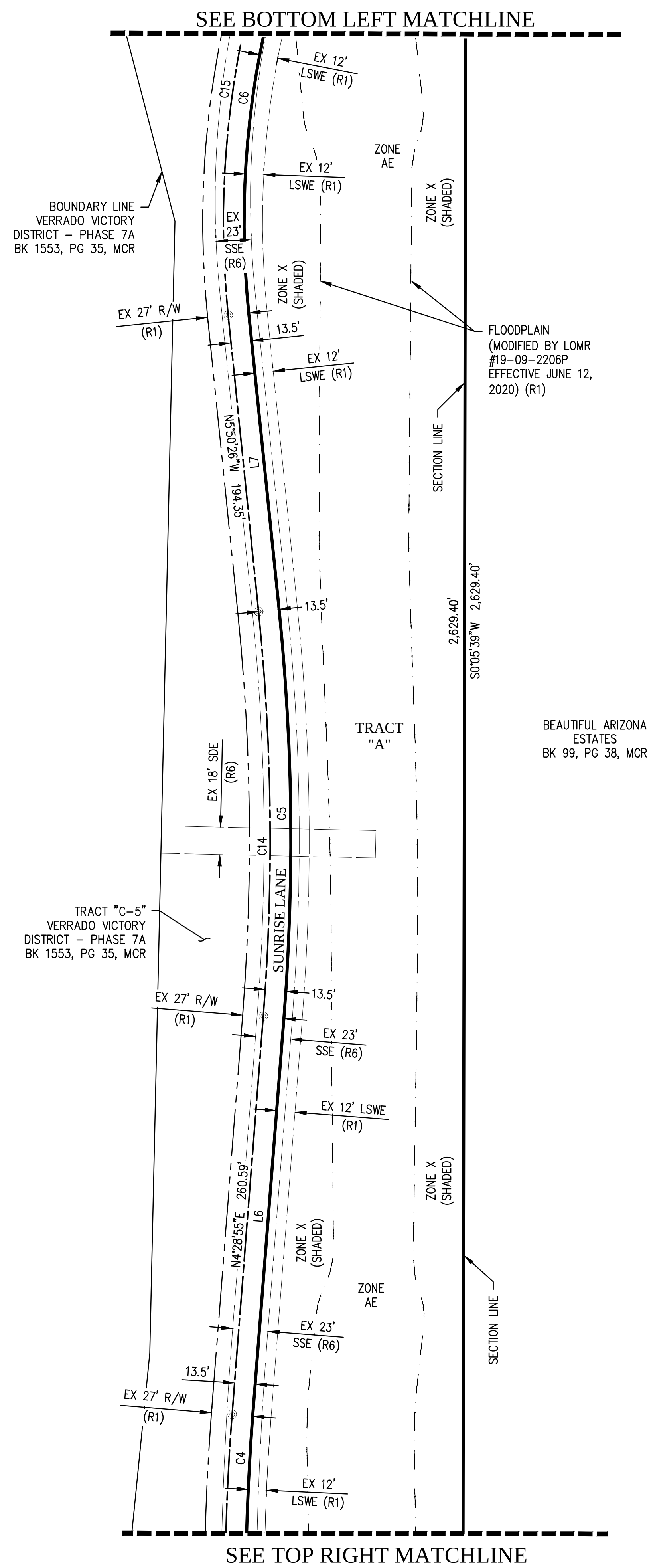
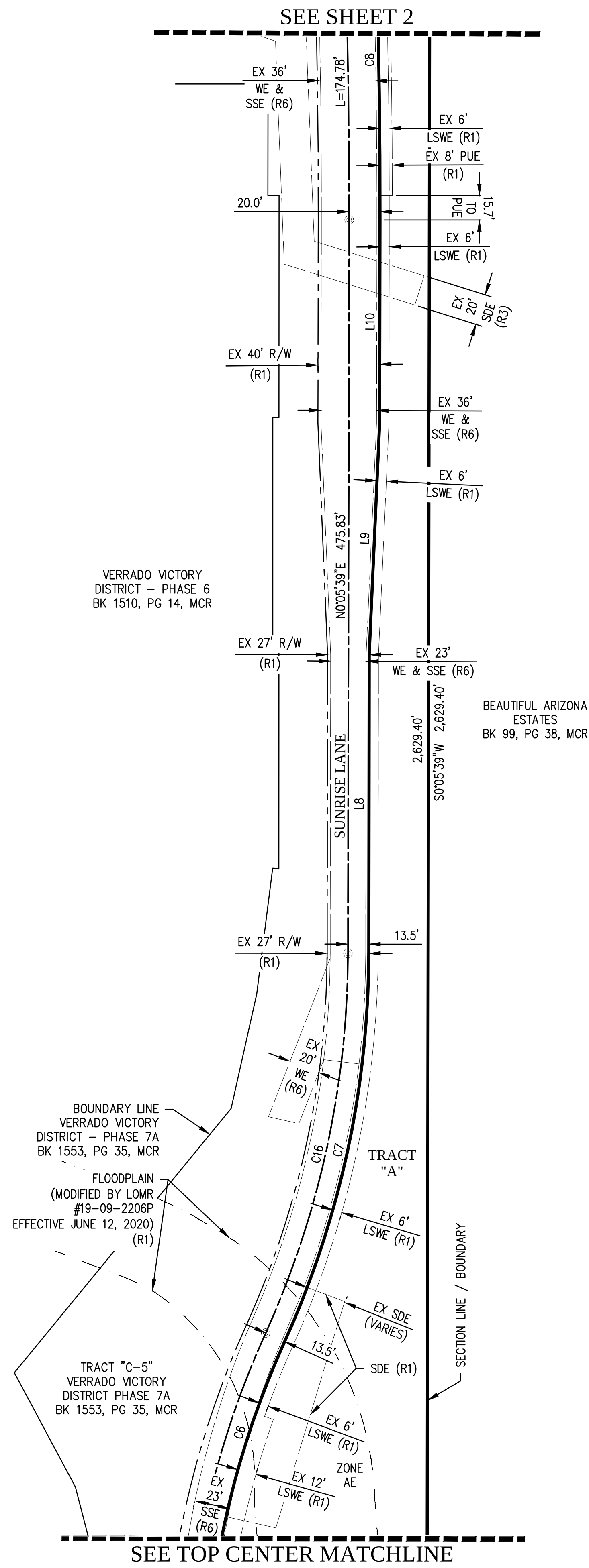
5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huittzollars.com

REVIEWED BY	DATE
DRAFTED BY	DATE
CHECKED BY	DATE



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SEE SHEET 2 - LINE & CURVE TABLES

AREA 7.9036 AC

PLZV - 24 - 0002

SHEET 4 OF 4

Date: 7/9/2024

C:\projects\VR311087.03 - Victory Ph 7 and 8 - Final Design Svcs\10 CADD & BIM\10.1 AutoCAD\Survey\SUNRISE FP\31108703FP-SUNRISE LN.dwg

Job No: R311087.03

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

MEETING DATE: 01/21/25	AGENDA ITEM: 4.D. WR - Intergovernmental Grant Agreement (IGA) with the State of Arizona, The Office of the Governor.
DATE PREPARED: 01/15/25	DISTRICT NO.:
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to ratify the Intergovernmental Grant Agreement (IGA) No. IGA-ARPA-BUC-122324-01 between the State of Arizona, Office of the Governor, and the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

Since June 2023, the Water Resources Department (WRD) has been working with the Governor's Office and Department of Water Resources towards establishing the City of Buckeye as a designated water provider. One pathway to designation is the "Alternative Path to Designation of Assured Water Supply" (ADAWS), which the Governor's Regulatory Review Council (GRRC) approved on November 22, 2024.

Following the GRRC's adoption of ADAWS; WRD, the City Attorney's and City Manager's Offices have been working with the Governor's Office to secure this Intergovernmental Grant Agreement (IGA) between the two agencies. The IGA awards to the City of Buckeye a grant from the American Rescue Plan Act (ARPA) of up to \$12,000,000 for the design and construction of water infrastructure in the White Tanks Service Area. The infrastructure planned for the service area will further the city's intent to establish an ADAWS in the service area.

The deadline to award ARPA grants was December 31, 2024. To receive the grant, the city was obligated to enter into the IGA before the next available Council meeting. As such, staff is now requesting the Council's retroactive approval of this agreement.

BENEFITS:

Utilizing grant funds for construction of infrastructure reduces the burden on the City and its rate payers to deploy assets in areas that support the City's ability to obtain designations of assured water supply.

FUTURE ACTION:

The IGA will provide reimbursement funding for the development of the project. Staff will seek Council approval for the creation of a capital improvement project (CIP) in which to fund the project and for approval for expenditure authority for the project's completion.

FINANCIAL IMPACT STATEMENT:

There is no cost to the city for this Intergovernmental Grant Agreement.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

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

ATTACHMENTS:

[IGA with AZ Office of the Governor.pdf](#)



**INTERGOVERNMENTAL GRANT AGREEMENT
NO. IGA-ARPA-BUC-122324-01**

Between the

**STATE OF ARIZONA,
THE OFFICE OF THE GOVERNOR**

And the

CITY OF BUCKEYE

I. RECITALS

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor of the State of Arizona (“GVA”) to execute and administer contracts and GVA is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona. The Catalog of Federal Domestic Assistance (CFDA)/Assistance Listing for all activity pursuant to this agreement is 21.027. The Federal Award Identification Number (FAIN) is SLFRP1962.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services, to jointly exercise any powers common to the public agencies, and for joint or cooperative action.

WHEREAS, the City of Buckeye (“Grantee”) desires to achieve designation by the Arizona Department of Water Resources (“ADWR”) as a provider of an assured water supply pursuant to A.A.C. R12-15-710(E-K) (an “ADAWS”) for the area of the City of Buckeye commonly known as the “White Tanks Service Area.”

WHEREAS, GVA has determined that it is in the best interest of the State of Arizona to provide grant funds in accordance with applicable law that further Grantee’s goal of receiving an ADAWS for this service area.

THEREFORE, it is agreed that GVA and Grantee, hereafter collectively referred to as the “Parties,” enter into the terms of this intergovernmental grant agreement (“Agreement”).

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”), specifically the Coronavirus State and Local Fiscal Recovery Fund, to Grantee to support COVID- 19 related activities in accordance with allowable State Fiscal Recovery Fund Expenditure Categories as outlined in the most current published Guidance.

Under this Agreement, Grantee’s services must be provided in compliance with the rules of the ARPA (Treasury’s Coronavirus SLFRF Final Rule).

The most current published rules and guidance (Treasury’s Coronavirus SLFRF Final Rule) can be found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

III. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective July 1, 2024 and shall terminate on September 30, 2026, contingent upon funding.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The Office of the Governor agrees that regardless of its termination date with Grantee, Grantee may use the funds distributed under this Agreement to pay for any unpaid expenditures pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall not be effective unless made in writing and signed by both parties. Submit any request to amend the budget, scope of work or agreement dates 45 days prior to the end of the grant agreement.

If, prior to the completion of this Agreement, GVA and Grantee mutually agree to terminate this Agreement, then GVA may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work and Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

IV. TERMINATION FOR CONVENIENCE

Notwithstanding any provision of this Agreement to the contrary, GVA reserves the right to terminate this Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of written notice of termination pursuant to the preceding sentence, Grantee shall stop all work, as directed in the notice, notify all subcontractors or subgrantees of the effective date of the termination and minimize all further costs related to this Agreement. In the event of termination under this section, all documents, data and reports prepared by Grantee under this Agreement shall become the property of and be delivered to GVA upon demand. Grantee shall be entitled to receive just and equitable compensation for work completed, and materials or services accepted before the effective date of the termination.

Additionally, if GVA determines the award contemplated in this Agreement was not properly awarded to Grantee, then GVA may terminate this Agreement for convenience and may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work. Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

V. DESCRIPTION OF SERVICES

Grantee shall:

- A. Utilize grant funds for the construction of water and sewer infrastructure within the city limits of the City of Buckeye. Grantee shall obtain prior written approval from GVA before any expenditure for such purpose, which approval may be withheld in GVA's sole and absolute discretion, provided, however: that GVA shall approve costs reasonably incurred in accordance with this Agreement and applicable law and regulations for the purpose of constructing infrastructure to utilize and distribute renewable water supplies in the White Tanks Service Area so long as such construction furthers Grantee's aim of receiving an ADAWS.
- B. Notwithstanding any provision of this Agreement to the contrary, Grantee shall be entitled to reimbursement for any cost or expense reasonably related to or in furtherance of Grantee's pursuit of an ADAWS for the White Tanks Service Area provided (i) Grantee submits a complete ADAWS application for the White Tanks Service Area to ADWR on or before March 31, 2025; and (ii) GVA determines, in its reasonable discretion after June 1, 2025, that Grantee has diligently and in good faith pursued approval of its submitted ADAWS by ADWR continuously since the time of submission.

- C. Maintain a tracking of total expenditures and report to GVA on metrics to be established by GVA informed by discussion between Grantee and GVA.

VI. MANNER OF FINANCING

GVA shall:

- A. Provide to Grantee a total amount of up to \$12,000,000 for activities outlined in Section V.
- B. Transfer funding to Grantee within 30 days of receipt of valid requests for reimbursement as the project is executed. Any unused funding pursuant to this agreement at the termination date shall be transferred back to GVA and the remaining balance of the Agreement de-obligated.
- C. Questions regarding the appropriate use of the funds shall be resolved by mutual written agreement between Grantee and GVA however, subject to approvals required by Section V above, it is presumptively established Grantee's use of funds for the design, construction and installation of water infrastructure facilities as described on "City of Buckeye Attachment A-Scope of Work" is an appropriate use of the funds.
- D. Notwithstanding any provisions of this Agreement to the contrary, if, prior to completion of this Agreement, GVA determines that Grantee does not have the capacity to fully perform the scope of services as outlined in this Agreement and the project proposals incorporated herein, then GVA may, at its discretion, assign or award the remaining services and funding, in whole or in part, to another entity to complete substantially similar work and Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

Grantee shall:

- A. Submit requests for reimbursement for actual expenses incurred by the program. Grantee shall submit these requests for reimbursement at a minimum of monthly but not more frequently than once per week.
- B. Submit a financial report to request final reimbursement to the Office of the Governor no later than September 30, 2026.
- C. Assure that all expenses, including any Travel-related costs, are in line with the State of Arizona Accounting Manual <https://gao.az.gov/state-arizona-accounting-manual-saam>, including any updates thereto.
- D. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.
- E. All grant funds received must remain in a singular dedicated fund and all expenditures must be made directly from the same.

VII. REPORTING REQUIREMENTS

Grantee shall submit quarterly programmatic reports to GVA for all expenditures incurred under this Agreement. The report deadlines are the 15th of the month following each Fiscal Quarter, e.g. January 1 – March 31 report period is due April 15.

The format for these reports will be developed by GVA with input from Grantee to ensure proper reporting of quantifiable impact metrics as required under Federal guidance. GVA shall provide the reporting format to Grantee no later than 60 days prior to the first quarterly report due date.

VIII. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200.

IX. DOCUMENTS INCORPORATED BY REFERENCE

The following document is attached hereto and incorporated in this Agreement as if fully set forth herein:

- A. City of Buckeye Attachment A – Scope of Work

Grantee warrants that it has read and understands this document and agrees to be bound to those applicable provisions in their entirety. In the event of any divergence between this Agreement and the referenced document, this Agreement shall control.

X. INSURANCE AND INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the execution of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona. This indemnity shall not apply if the grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.

As the Recipient is a public entity, it shall provide a certificate of self-insurance delivered by mail, email or hand delivery to:

Governor’s Accounting Office
1700 W. Washington St.
Suite 500
Phoenix, AZ 85007
procurement@az.gov

XI. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of GVA under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by GVA at the end of the period for which funds are available. No liability shall accrue to GVA in the event this provision is exercised, and GVA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XII. AUDIT

In accordance with A.R.S. § 35-214, Grantee shall retain and shall contractually require each Grantee and subgrantee to retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by GVA at reasonable times. Upon request, Grantee shall produce the original of any or all such records.

XIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, GVA may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of GVA, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

XIV. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XV. UEI

Each recipient who is funded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Unique Entity Identifier (UEI) number for the fiscal agent; and (b) proof of current registration in the SAM.gov (SAM) website. SAM registration must be maintained for the term of the Agreement. SAM registration information may be found at <https://sam.gov/content/home>.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information to GVA for completion of FFATA reporting. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XVII. CHANGE ORDERS

This Agreement may be changed to allow for revisions or additions to the scope of work contemplated herein, which may require an increase or decrease in anticipated expenses. GVA and Grantee must mutually agree on any change order and GVA may, at its discretion, assign or award any remaining services and funding in whole or in part, to another entity to complete substantially similar work. Grantee shall reasonably cooperate with such assignment or award, which may include, at GVA's discretion, execution by Grantee of an assignment or termination of this Agreement and forwarding of pertinent documentation to GVA and/or such other entity.

XVIII. ADAWS APPLICATION REQUIRED

Notwithstanding any provision of this Agreement to the contrary, the disbursement of any grant funds to Grantee is contingent upon Grantee's submission of a complete ADAWS application for the White Tanks Service Area to ADWR on or before March 31, 2025. If Grantee fails to make such submission, then this Agreement shall automatically terminate and be of no further force or effect.

XIX. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XX. NOTICES

Grantee shall address all notices relative to this Agreement to GVA to:

Andrea Grabow
Senior Grants Manager
Governor's Office of Strategic Planning and Budgeting
1700 West Washington Street, Suite 600
Phoenix, Arizona 85007
Email: agrabow@az.gov

GVA shall address all notices relative to this Agreement to Grantee:

Dan Cotterman
City Manager
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Email: dcotterman@buckeyeaz.gov

IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

CITY OF BUCKEYE



12/27/2024

Dan Cotterman
City Manager

Date

THE OFFICE OF THE GOVERNOR



Sarah Brown (Dec 27, 2024 15:50 MST)

12/27/2024

Sarah Brown
Director
Governor's Office of Strategic Planning & Budgeting

Date



John McCleve (Dec 27, 2024 21:38 MST)

12/27/2024

John McCleve
Comptroller and CFO
Governor's Accounting Office

Date

Attachment A

City of Buckeye Scope of Work

Subject to GVA's prior written approval when required in accordance with Section V(A) of the Agreement, construct water, sewer, and/or reclaimed water infrastructure within the Grantee's water service area including, without limitation, construction of infrastructure to utilize and distribute renewable water supplies in the White Tanks Service Area so long as such construction furthers Grantee's aim of receiving an ADAWS.

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

MEETING DATE: 01/21/25	AGENDA ITEM: 4.E. WR - CAP Water Treatment and Interconnection Agreement
DATE PREPARED: 01/15/25	DISTRICT NO.:
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Central Arizona Project (CAP) Water Treatment and Interconnection Agreement between the City of Buckeye, an Arizona municipal corporation, and EPCOR Water Arizona, Inc., an Arizona corporation; and authorize the Mayor to execute said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The Water Resources Department anticipates completion of the EPCOR Interconnect by June 1, 2025. The purpose of the Interconnect project is to create a transmission line between EPCOR's system and the City's Water Resources System so the City can deliver its CAP allocation and other future water supplies directly to its customers. The CAP Water Treatment and Interconnection Agreement defines the terms by which EPCOR will receive and treat the City's water, then distribute the treated, potable water to the City through the interconnection.

The City has rights to receive up to 2,000 acre feet of Central Arizona Project (CAP) Non-Indian Agricultural (NIA) per year. On an annual basis, the City will send some or all of the CAP allocation to EPCOR. Per the terms of this agreement, EPCOR will charge \$1.8915 per thousand gallons to treat the City's water and wheeling fee of \$0.45 per thousand gallons to transport the water to the interconnect.

BENEFITS:

Increasing the City's supply of potable water and maximizing its portfolio.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This will be an annually budgeted expense. The total amount per year will be budgeted based on the City's needs.

CURRENT FISCAL YEAR TOTAL COST:

The City shall reimburse EPCOR for any costs or additional expenses related to the installation of the City's interconnection with EPCOR's facilities. In addition, the City shall pay all applicable service fees associated with the treatment and delivery of the water to the interconnect. Service fees shall be billed to the City as water is delivered. All costs incurred by the City under this agreement shall be paid by the Water Fund.

BUDGETED:

Yes

FUND/DEPARTMENT:

40003228-526024

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

ATTACHMENTS:

[EPCOR NIA CAP Water Interconnection Agreement - Final Approved - EPCOR Executed 1-8-2025 with Exhibits.pdf](#)

CENTRAL ARIZONA PROJECT WATER TREATMENT AND INTERCONNECTION AGREEMENT

1.0 PARTIES: The Parties to this Central Arizona Project Water Treatment and Interconnection Agreement (this "**Agreement**") are the City of Buckeye, an Arizona municipal corporation (the "**City**"), and EPCOR Water Arizona Inc., an Arizona corporation ("**EPCOR**") (each a "**Party**" and together the "**Parties**"). The Parties hereby enter into this Agreement effective on _____, 2025 (the "**Effective Date**").

2.0 RECITALS: The Parties enter into this Agreement with reference to the following facts:

2.1 EPCOR is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide potable water service ("**Utility Service**") within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity ("**CC&N**") granted by order of the Arizona Corporation Commission (the "**Commission**").

2.2 As authorized and regulated by the Commission, EPCOR has a public service obligation to provide safe and affordable Utility Service to the public.

2.3 The City is a municipal water provider and possesses the right to receive up to 2,000 acre feet per year of Non-Indian Agricultural (NIA) water from the Central Arizona Project ("**CAP**") (the "**NIA Water**").

2.4 The City desires that EPCOR divert, treat to drinking water standards, and transport to the City its NIA Water in amounts to be determined by the City pursuant to the terms of this Agreement, for resale by the City to its customers. EPCOR is willing to provide such services to the City when EPCOR has capacity to do so, subject to capacity and cost limitations set forth in Section 3.6 below.

2.5 The Parties enter into this Agreement to memorialize the terms and conditions by which EPCOR will divert, treat to drinking water standards, and transport the NIA Water, as set forth below.

2.6 The Parties acknowledge and agree that the foregoing Recitals are true and correct and they are incorporated into and made a part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective rights, privileges, and obligations of the Parties set forth below, the Parties agree as follows:

3.0 TREATMENT AND TRANSPORTATION:

3.1 The City at its sole expense, is responsible to design, build, finance, own, operate and maintain all infrastructure necessary to connect to EPCOR's water system at the Point of Delivery (collectively, the "**Connection Equipment**") as more particularly described in the approved plans on **Exhibit B** attached hereto and incorporated herein by this reference, apart from the pressure reduction valve, which will be installed by EPCOR. Within forty-five days of receipt of invoice(s) from EPCOR and subject to all other applicable payment terms set forth in Section 10 below, the City shall reimburse EPCOR for any costs or additional expenses incurred by EPCOR related in any way to the City's interconnection with EPCOR's existing facilities. Further, the City shall at its sole expense continuously provide all power and electrical utilities to the Connection Equipment as may required during the term. The backflow device will be installed adjacent to, but not in, the meter vault. Each year on or before the anniversary of the Service Commencement Date, the City will provide EPCOR with copies of passing backflow certification testing of this backflow device. EPCOR will specify the size and type of metering device.

3.2 EPCOR will divert the NIA Water from the Maricopa Water District's ("**District**") Beardsley Canal, treat the NIA Water at EPCOR's White Tanks Surface Water Treatment Plant located on W. Cactus Road just West of Perryville Road ("**EPCOR Treatment Facility**"), and transport the NIA Water to the City through EPCOR's distribution system to the metered point of delivery identified on **Exhibit A** to this Agreement (the "**Point of Delivery**"). The City understands and acknowledges that EPCOR is agreeing to treatment of water for resale, and that the City is not an end-use customer. The initial date of service under this Agreement shall be the date the City receives the Approval of Construction for the Connection Equipment (defined above) (the "**Service Commencement Date**"). As used herein, "**Approval of Construction**" shall mean the date EPCOR approves all Connection Equipment as acceptable and ready for receipt of the City's treated NIA Water, which approval shall not be unreasonably withheld.

3.3 EPCOR has approved the initial Point of Delivery shown on **Exhibit A**. The City may request to establish one or more additional Points of Delivery or to relocate one or more of the Points of Delivery; provided, however, all costs associated with establishing new Points of Delivery or relocating any Points of Delivery will be paid by the City. EPCOR must pre-approve all new and relocated Points of Delivery, provided that EPCOR may not unreasonably withhold such approval. Any new or relocated Point of Delivery must be documented in a writing signed by both Parties before such new or relocated Point of Delivery is established. The term "Point of Delivery" used herein refers to all Points of Delivery collectively.

3.4 EPCOR's obligation to treat and wheel the NIA Water under this Agreement is conditioned upon the City entering into a wheeling agreement with the District to wheel the NIA Water through the Beardsley Canal to a location where EPCOR can divert the NIA Water into the EPCOR Treatment Facility (the "**District Wheeling Agreement**"). The City will use commercially reasonable efforts to enter into a District Wheeling Agreement no later than June 1, 2025. The City shall provide the District a copy of this Agreement before executing the District Wheeling Agreement.

3.5 EPCOR will not divert, treat, or transport any NIA Water under this Agreement unless and until EPCOR provides the City with the Approval of Construction referenced in Section 3.2.

3.6 To the extent EPCOR has capacity at the EPCOR Treatment Facility, EPCOR will divert, treat, and transport the NIA Water from the District's Beardsley Canal when the canal is in operation using EPCOR's existing capacities at the EPCOR Treatment Facility. The City understands and acknowledges that EPCOR has no obligation to construct infrastructure or to incur any costs, except those costs set forth in this Agreement, to divert, treat, and transport the NIA Water to the Point of Delivery. If the EPCOR Treatment Facility is unable to treat and transport the NIA Water, EPCOR may, at its option and sole discretion, offer to the City the use of EPCOR's other facilities to divert and treat to drinking water standards, and transport the NIA Water to the City at the Point of Delivery. If this use of an alternative facility results in an increase in cost to the City, the City must first agree in writing to incur the increased costs.

3.7 The City is solely responsible to and must comply with all terms imposed by CAP and/or the District, and pay any assessments, fees, or other charges imposed by CAP and/or the District associated with the NIA Water, including delivery of the NIA Water to the point where EPCOR will divert the NIA Water to the EPCOR Treatment Facility. EPCOR will not intentionally interfere with the City's relationships with CAP and/or the District to the City's detriment.

3.8 Subject to the Annual Delivery Limit (defined below), EPCOR's obligation to divert, treat, and transport the NIA Water is limited to, and will not exceed, the total amount of NIA Water that the City has the right to receive from CAP and wheel from the District and the existing capacity of the EPCOR Treatment Facility. The City must monitor its use and receipt of the NIA Water and inform EPCOR if that use is approaching the City's total water allowance.

3.9 The City shall timely perform and fully comply with any reporting procedures and requirements required by CAP and/or the District and provide EPCOR with copies of all filed reports delivered to CAP and/or the District relating to the NIA Water. During any water-accounting year, the City shall reimburse EPCOR for and, to the extent permitted by law, indemnify and hold EPCOR harmless for, from, and against any loss of credits or loss of NIA Water that CAP and/or the District may charge against EPCOR's water account related in any way to the services provided by EPCOR to the City under this Agreement. If the City fails to timely reimburse EPCOR as agreed herein, EPCOR reserves the right to terminate this Agreement effective immediately.

3.10 EPCOR will treat the NIA Water to comply with all applicable State and Federal drinking water standards (including without limitation the Federal Safe Drinking Water Act and related regulations) and to the same general quality of water that EPCOR delivers to its own residential retail customers at the Point of Delivery. EPCOR makes no other representations, warranties, or guarantees to the City regarding the treated NIA Water, including representations related to water pressure or flow rates on the City's side of the Point of Delivery.

3.11 The City is solely responsible for water pressure changes on the City's side of the Point of Delivery and for installing pressure control valves and/or boosters as may be needed from time to time to receive water at the Point of Delivery. EPCOR will notify the City if it plans to materially change the pressure or flow at the Points of Delivery and when EPCOR begins to prepare plans to change the pressure or flow at the Points of Delivery. The City shall not adjust, or permit its officers, employees, contractors, agents, representatives or invitees, to adjust the water flow control valve located at the Point of Delivery without the prior written consent of EPCOR, which consent shall be given in EPCOR's sole discretion.

3.12 EPCOR's obligations to the City regarding the NIA Water will terminate upon delivery of the NIA Water to the City at the Point of Delivery. In connection therewith, the City will have sole responsibility for the NIA Water after receiving it at the Point of Delivery. After receiving the NIA Water at the Point of Delivery, the City will be responsible to ensure the NIA Water complies with federal and state drinking water laws, rules, regulations, and standards, including without limitation any lead and copper rules. The City will timely perform and fully comply with any reporting procedures and requirements required by any federal, state or local governmental agency, including without limitation the Arizona Department of Environmental Quality (ADEQ), and provide EPCOR with copies of all filed reports delivered to such governmental agencies relating to the NIA Water.

3.13 The Parties are each responsible for their own respective delivery infrastructure, including storage and pumping capacity for peaking and fire flows. Except for payments due under this Agreement, both Parties are also responsible for all operation and maintenance costs for their own water systems. The City is responsible for its own costs to deliver the NIA Water to its customers within the City's service territory after receiving the NIA Water at the Point of Delivery.

3.14 EPCOR will not provide any NIA Water directly to the City's customers. The City understands and acknowledges that it will have sole responsibility for providing water utility service to its customers within the City's service territory, even if EPCOR suspends or terminates this Agreement pursuant to the terms and conditions of this Agreement, including Section 5.3.

3.15 Each Party will be responsible for its own reporting to the Arizona Department of Water Resources, CAP and the District, provided that each Party will upon request (and at no additional expense) provide to the other Party information in its control or possession necessary for the other Party to complete such reporting and provide such other commercially reasonable assistance as may be reasonably necessary.

3.16 No later than April 1 each year, EPCOR will provide to the City the necessary water quality information in EPCOR's control or possession about the water in EPCOR's system that the City will need in order to prepare an annual consumer confidence report under the requirements of 40 CFR § 141.152, as incorporated by reference in ARIZ. ADMIN. CODE R18-4-117, as those sections may be amended from time to time.

4.0 PAYMENT FOR WATER SERVICE: In consideration of EPCOR diverting from the Beardsley canal, treating to drinking water standards, and transporting the NIA Water to the Point of Delivery, the City shall pay EPCOR:

4.1 A treatment fee in an amount equal to \$1.8915 per one-thousand gallons for treating the NIA Water, including costs to divert the NIA Water from the Beardsley Canal. The treatment fee is cost of service based, and the initial treatment rate is calculated based on the most recent fair value rate base and adjusted operating costs. EPCOR may adjust the treatment fee based on updated costs of service from its most recent approved rate case within six months of the Effective Date, and again upon the earlier of (i) receiving a final decision in each future rate case that includes the EPCOR Treatment Facility, or (ii) 3 years following the date the treatment fee was last adjusted. Following notice from EPCOR of the revised treatment fee, City of Buckeye will begin to pay the revised treatment fee.

4.2 A wheeling fee in an amount equal to \$0.45 per one-thousand gallons for transporting the NIA Water through EPCOR's distribution system to the Point of Delivery. The wheeling fee is cost of service based. The amount of the wheeling fee will be revised based on actual costs following any change to the location of the Point of Delivery and/or the number of Points of Delivery. EPCOR may adjust the wheeling fee based on updated costs of service from its most recent approved rate case within six months of the Effective Date, and again upon the earlier of (i) receiving a final decision in each future rate case that includes the EPCOR Treatment Facility, or (ii) 3 years following the date the wheeling fee was last adjusted. Following notice from EPCOR of the revised wheeling fee, City of Buckeye will begin to pay the revised treatment fee.

4.3 The City will not be required to pay a separate charge, whether one-time or on-going, for constructed capital facilities currently owned by EPCOR.

4.4 The City shall also pay its proportionate share of any applicable privilege, sales, or use tax payable by EPCOR in connection with providing the services under this Agreement as provided for in Arizona Administrative Code R14-2-608(D)(5) and any increases in applicable federal, state, or property taxes. The City shall also pay all applicable Commission charges, Arizona Department of Water Resources charges, groundwater savings fees and franchise fees charged by any state or local authorities payable by EPCOR in connection with providing the services under this Agreement. Examples of charges and taxes include, but are not limited to, the Groundwater Withdrawal Fee, the Regulatory Assessment Charge, City Tax, County Tax, City Franchise Fee, State Tax, and Water Use Tax.

4.5 The City understands that some terms of this Agreement may be subject to the jurisdiction of the Commission. Nothing contained herein may be construed as affecting or limiting in any way the ability of EPCOR to apply for changes in its tariff rates or for changes in the terms and conditions of its tariff rate schedules that are applicable to treatment of the NIA Water. Further, nothing contained herein may be construed as affecting or limiting in any way:

- i. the ability of the Commission to make or to require, either directly or indirectly, that EPCOR make any changes or impose any conditions on such rates, tariff terms, or contract provisions, including not limited to those contained in this Agreement; or

- ii. the ability of EPCOR to make unilateral filings for changes in or the imposition of conditions upon its general tariff rate schedules, terms, and conditions that are generally applicable or contract provisions generally applied in similar service agreements from EPCOR for water.

4.6 EPCOR will provide the City notice of any filing it makes with the Commission that could affect the costs, terms, or conditions set forth in this Agreement.

5.0 TERM OF AGREEMENT:

5.1 This Agreement's initial term is 20 years from the Effective Date. Notwithstanding the foregoing, either Party may terminate this Agreement upon 30 days' written notice to the other Party if: (i) the City's right to receive NIA Water subsequently terminates or is suspended for more than one (1) year including, without limitation, due to CAP conservation measures; or (ii) the District Wheeling Agreement terminates or is suspended for more than one (1) year; or (iii) breach of this Agreement that remains uncured beyond the 30-day notice period.

5.2 The City may renew this Agreement for two (2) additional consecutive five-year terms.

5.3 If EPCOR has discontinued services under this Agreement for a period of 30 consecutive days pursuant to Section 10.3 below, and if the City has not:

- i. cured its monetary breach of any provision of this Agreement within 10 days after its receipt of notice of that breach from EPCOR, or
- ii. cured its non-monetary breach of any provision of this Agreement within 30 days after its receipt of notice of that breach from EPCOR, or if such breach cannot be cured within 30 days, if the City has not commenced and made material progress to cure such breach within such 30 day period (but in no event may such cure take more than 120 days);

then EPCOR may, in addition to its other remedies under this Agreement, at law, or in equity, terminate this Agreement upon 30 days' written notice to the City.

5.4 It is the Parties' intent that EPCOR will provide the treat and transport services hereunder to the extent it is able subject to the terms of this Agreement. Notwithstanding the foregoing sentence, EPCOR's obligations to the City under this Agreement for treatment and transportation of NIA Water are subordinate to EPCOR's paramount duty to serve the water-service needs of its own customers within its CCNs. Accordingly, if EPCOR determines at any time in its sole but commercially reasonable discretion that the water demands of its own customers within its CCNs will within the next twelve (12) months require the entire capacity of the EPCOR Treatment Facility (as the same may be expanded from time to time), EPCOR may after 30 day notice to the City reduce or suspend the services it provides to the City under this Agreement. EPCOR has not and does not promise or guarantee uninterrupted continuous diverting, treatment and transporting services under this Agreement.

5.5 EPCOR may temporarily curtail, restrict, or suspend its transportation and treatment services under this Agreement:

- i. immediately in the event of an emergency (including temporary circumstances in which EPCOR requires that portion of the capacity of the EPCOR Treatment Facility used to treat the NIA Water to provide water to its own customers) provided EPCOR sends notice of the same to the City as soon as reasonably possible; or
- ii. immediately in the event the pressure in EPCOR's water system is decreased to less than 20 pounds per square inch (as measured by EPCOR at any point in this pressure zone);
- iii. upon 30 days' notice for purposes of routine maintenance and repair and the annual temporary shut-down of the EPCOR Treatment Facility in accordance with EPCOR's standard practice;
- iv. upon 5 business days' notice under the rules and regulations of the Commission, EPCOR's curtailment tariff, or as otherwise permitted or required by law; or
- v. upon 30 days' notice if the capacity of the EPCOR Treatment Facility must be used for EPCOR's own customers.

Any such temporary curtailment, restriction, or temporary discontinuance of service will continue only so long as reasonably necessary. EPCOR will with notice of the curtailment, restriction, or suspension notify the City of the particular circumstances and the estimated length of time during which service will be temporarily curtailed, restricted, or suspended, and will make reasonable efforts to resume the diversion, treatment, and delivery of NIA Water as soon as possible. EPCOR has not and does not promise or guarantee uninterrupted continuous diverting, treatment and transporting services under this Agreement. EPCOR will restore performance of its diverting, treatment and transporting services under this Agreement as soon as practicable.

6.0 DELIVERY:

6.1 EPCOR, at the City's cost and expense, shall perform calibration and maintenance of all instrumentation and telemetry equipment at the Point of Delivery as set forth in this Section.

- i. EPCOR shall test the meter for accuracy at least once each twelve (12) month period using an independent third-party contractor pre-approved by EPCOR and the City, and more often as deemed necessary by EPCOR in its sole but commercially reasonable discretion to ensure its accuracy. EPCOR shall provide the City with five (5) days' notice of its intent to perform the annual test of the meter, and the City shall have the right to be present when such testing and calibration is conducted. EPCOR shall

conduct the calibration and maintenance in accordance with the notice even if the City elects not to attend. In the event the percentage of accuracy of the meter is found to be within the tolerance allowed by the standard adopted by the American Water Works Association (“AWWA Standards”) after any test, such meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of the AWWA Standards, then such meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to the City shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back three (3) months.

- ii. The City shall have the right to request EPCOR to test the meter more frequently than once per year, but no more frequently than once a month, but all costs incurred by EPCOR in connection with such additional meter testing (including overhead costs, employee mobilization costs, third party testing costs, etc.) shall be paid by the City upon demand. If requested by the City, EPCOR agrees to perform its testing and calibration of the meter in the presence of a representative of the City. EPCOR shall give the City forty-eight (48) hours’ notice of the time when any such additional testing shall occur. EPCOR may proceed with such additional testing and adjustment, if necessary, in the absence of any representative of the City.

6.2 If the meter fails or stops recording, EPCOR shall prepare, for billing purposes, a reasonable estimate of the City’s unmetered water use. EPCOR, at the City’s cost and expense, shall repair or replace the failed or inoperable meter within thirty (30) days of discovery of the meter's failure.

6.3 EPCOR and the City may use meter-output signals to EPCOR’s SCADA system to verify the flow volumes and water pressure measurements. EPCOR and the City may also periodically read the meter(s) to verify flow volumes and water pressure measurements that EPCOR reports or to confirm SCADA system data. To the extent applicable, City will comply with EPCOR’s rules to ensure its signals are integrated with EPCOR’s system to allow the City to read EPCOR’s system. City’s reading of EPCOR’s SCADA system will be at its own expense.

7.0 CITY FACILITIES:

7.1 Before the City connects any of its water system infrastructure to EPCOR's water system at the Point of Delivery, the City shall submit for EPCOR's review, inspection, and approval:

- i. all plans and specifications for that connection to the EPCOR water system;

- ii. all proposed flow control and monitoring equipment, and
- iii. all proposed meters, monitoring, and SCADA equipment and systems.

7.2 The City shall install all necessary valves and fittings to ensure that the maximum flow rate at the Point of Delivery will not exceed 1,488 gallons per minute and that the Annual Delivery Limit (defined in Section 8.0) will generally be evenly distributed and delivered during the periods the District operates the Beardsley Canal throughout the calendar year as the Parties shall mutually agree under the procedure set forth in Section 9.2.

7.3 The City shall install and maintain reduced pressure principle backflow-prevention assemblies on all connections to the EPCOR water system as EPCOR requires in its sole but commercially reasonable discretion. The City will place such reduced pressure principle backflow-prevention assemblies on the City's property or easement or within a public right-of-way immediately downstream of the Point of Delivery.

7.4 If the Connection Equipment installed under this Agreement later become undersized, inoperative, or inaccurate based on applicable water engineering standards, the City must replace them, at the City's own cost and expense, as EPCOR requires in its sole but commercially reasonable discretion.

8.0 WATER QUANTITIES:

8.1 EPCOR's obligation to divert, treat to drinking water standards, and deliver to the City NIA Water under this Agreement is, on an annual basis, limited to the lesser of the following:

- i. the amount of NIA Water the District determines it is able to deliver to EPCOR for the City through the Beardsley canal during the periods the District operates the Beardsley Canal in a calendar year; or
- ii. 2,000 acre feet per calendar year (the "**Annual Delivery Limit**") to generally be evenly distributed and delivered throughout a 10-month period during the calendar year as the Parties shall mutually agree (it being understood that the EPCOR Treatment Facility experiences annual outages for maintenance, and NIA Water cannot be delivered during the outage). The Annual Delivery Limit may be amended year to year on terms and conditions as the Parties shall mutually agree in writing following their annual meeting held in accordance with the terms of Section 9.2 below. If the City's water use exceeds the Annual Delivery Limit ("**Excess Water**"), EPCOR will discontinue treatment and transportation service to the City for that calendar year upon ten (10) days' notice to the City, for the remainder of that calendar year. The City will either (1) promptly pay EPCOR for the Excess Water by paying to EPCOR the prevailing CAP rate for raw water, or (2) promptly restore to EPCOR the Excess Water used.

8.2 Upon the Parties' prior mutual agreement in writing and implementation of another Point of Delivery, EPCOR, in consultation with the City, will divert, treat, and transport an amount of the City's NIA Water to every Point of Delivery based on the hydraulic capacity of each Point of Delivery, but in no event will the max flow rate at any Point of Delivery exceed 1,488 gallons per minute. In such event, the aggregate of all deliveries at each Point of Delivery will not exceed the Annual Delivery Limit.

8.3 The Parties will assume a five percent loss of NIA Water will occur in EPCOR diverting, treatment, and delivering the NIA Water and to the Point of Delivery. This five percent loss will count toward the Annual Delivery Limit.

9.0 SUBMISSIONS:

9.1 The City shall provide EPCOR with a copy of all calibration and maintenance contracts and all calibration and maintenance reports within 30 days of any calibration or maintenance being performed pursuant to Section 6.1(i).

9.2 On or before August 1 of each year, the City shall notify EPCOR in writing of the estimated monthly amounts of water that the City desires EPCOR to treat and transport in the following calendar year. The Parties will meet and confer no later than August 31 of each year to determine the amounts and schedule for EPCOR to divert, treat, and transport the NIA Water based upon, among other things, the water demands of EPCOR's customers, the capacity of the EPCOR Treatment Facility, the Annual Delivery Limit, the City's water needs, the City's desired delivery and distribution schedule, and (if applicable) the City's planned NIA Water order for the following calendar year.

10.0 PAYMENT OF BILLS:

10.1 On the first business day of each month, EPCOR will read the meter located at the Point of Delivery and notify the City on or before the 5th calendar day of each month of the results of that meter read by email. Using EPCOR's meter reads, EPCOR will invoice the City for water services each month by delivering the invoice to accountspayable@buckeyeaz.gov with a copy to waterap@buckeyeaz.gov. The City shall pay its monthly bill within 45 days of receipt of the invoice. If the City does not pay its monthly bill within 45 days of receipt of the invoice the bill will be delinquent and a late fee will be added to the amount due in the amount of the lesser of ten percent (10%) of the amount due, or \$500. Any amount that is not timely paid shall also accrue simple interest at the rate of one percent (1%) per month from the date the amount first came due until paid. In addition, the City shall upon demand reimburse EPCOR for any tax related interest, fines, and penalties assessed against EPCOR and other costs and expenses incurred by EPCOR as a consequence of any late payment by the City under this Agreement.

10.2 If the City disputes any portion of its bill, it shall pay the disputed amount under protest when due, and include with its payment the protest's basis in writing. If EPCOR finds the protest valid, then EPCOR will refund to the City the overpayment.

10.3 EPCOR, in its sole discretion, may suspend all services under this Agreement, without any liability or damage claim by the City, if the City fails to pay any delinquent bill, together with the late fee and accrued interest, within ten (10) days of receiving written notice of the delinquency. EPCOR may continue to suspend such services to the City for as long as the delinquent bill (plus late fees and interest) remains unpaid. EPCOR reserves the right to pursue all legal and equitable remedies available by law to collect on delinquent amounts.

11.0 VALVE-OFF OR SEVER:

11.1 Upon termination or expiration of this Agreement, the City will immediately valve off all Points of Delivery, not including any connection through which the City may take delivery of water under the terms of any applicable emergency connections agreement or any other similar agreement the Parties may be parties to at that time. Pursuant to Section 11.2, the City, at its own cost and expense, will sever all Points of Delivery, not including any connection through which the City may take delivery of water under the terms of any applicable emergency connections agreement or any other similar agreement the Parties may be parties to at that time.

11.2 Within 90 days of termination or expiration of this Agreement, the City will prepare plans and specifications to sever all Points of Delivery and provide them to EPCOR for review and comment and approval. The City may not perform any work on the EPCOR water system to sever any Point of Delivery from EPCOR's water system until EPCOR approves the City's plans and specifications, which must include a right for EPCOR to inspect and approve the work. In addition to following approved plans and specifications, the City will perform all work on EPCOR's water system in a good, satisfactory and workmanlike manner. If the City fails to sever any Point of Delivery within 90 days of EPCOR's approval of the City's plans and specifications, EPCOR may do so on the City's behalf and at the City's expense, and the City shall reimburse EPCOR for the expense thereof plus pay a ten percent (10%) surcharge to EPCOR immediately upon receipt of a written demand therefor.

12.0 INDEMNITY:

12.1 In connection with this Agreement, to the extent permitted by law, the City shall indemnify, defend, save, and hold harmless EPCOR and its affiliates, subsidiaries, owners, officers, managers, consultants, agents, and employees (any such person or entity called an **"EPCOR Indemnified Party"**) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation, and litigation) (collectively, the **"Claims"**) caused or alleged to be caused, in whole or in part, by the grossly negligent act or willful misconduct of the City or any of its owners, officers, directors, agents, employees, or subcontractors. The City will have no duty to indemnify, defend, save, and hold harmless any EPCOR Indemnified Party from and against any and all Claims to the extent such Claims arise from an EPCOR Indemnified Party's own negligence or willful misconduct. The City is responsible for primary-loss-investigation, defense, and judgment costs where this indemnification applies. The obligations of the City under this provision survive the termination or expiration of this Agreement.

12.2 In connection with this Agreement, to the extent permitted by law, EPCOR shall indemnify, defend, save, and hold harmless the City and each council member, officer, official, employee or agent of the City (any such person or entity called a “**City Indemnified Party**”) from any and all Claims caused or alleged to be caused, in whole or in part, by the grossly negligent act or willful misconduct of EPCOR or any of its owners, officers, directors, agents, employees, or subcontractors. EPCOR will have no duty to indemnify, defend, save, and hold harmless any City Indemnified Party from and against any and all Claims to the extent such Claims arise from a City Indemnified Party’s own negligence or willful misconduct. EPCOR is responsible for primary-loss-investigation, defense, and judgment costs where this indemnification applies. The obligations of EPCOR under this provision survive the termination or expiration of this Agreement.

13.0 DISPUTES; ACTION PENDING RESOLUTION OF DISPUTES: Pending the resolution of any dispute, the Parties will continue to perform their respective obligations under this Agreement, including making payments, in a manner consistent with this Agreement. Amounts paid, or water delivered, during the pendency of a dispute are subject to refund and adjustment upon final resolution of that dispute. The Parties will attempt to settle all disputes between them regarding or arising out of this Agreement by good faith negotiation, and failing such negotiation, the Parties will, before resorting to litigation or arbitration, first try in good faith to settle such disputes by non-binding mediation administered by the American Arbitration Association ("AAA") or other mutually agreeable mediator under the AAA's Construction Industry Arbitration Rules and Mediation Procedures or Commercial Arbitration Rules and Mediation Procedures, as appropriate.

14.0 NOTICES: All notices, claims, requests, and demands related to, or required by, this Agreement, shall be in writing and served on the other Party:

- a. in person;
- b. by a reputable national delivery service (such as Fed EX);
- c. by certified, postage-prepaid United States Mail; or
- d. by electronic means, with receipt confirmed, in each case addressed as follows:

If to the City:

City of Buckeye
21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326
Attn: Water Resources Director

Or

Email: tlowe@buckeyeaz.gov

If to EPCOR:

EPCOR Water Arizona, Inc.
5656 W. Talavi Boulevard
Glendale, Arizona 85306
Attn: VP-Operations

Or

Email: jstuck@epcor.com

With a copy to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Attn: K. Scott McCoy, City Attorney

or

Email: smccoy@buckeyeaz.gov

Either Party may change the address to which notices are to be sent to it by giving written notice of such change of address in the manner provided in this Section for giving notice. Any notice given personally will be deemed given on the date delivered; any notice delivered by certified mail or national delivery service will be deemed given on the date it is actually delivered or, if delivery is refused, tendered by the carrier for delivery.

15.0 ENTIRE AGREEMENT; SUCCESSOR AND ASSIGNS: This Agreement represents the complete understanding between the Parties regarding the subject matter herein, and cancels and supersedes all previous arrangements, understandings or agreements, with respect to the matters covered in this Agreement. This Agreement states the entire obligation of EPCOR and the City in connection with the services described herein. There are no understandings, agreements, representations, or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified in this Agreement concerning the services by EPCOR to the City. This Agreement will be binding upon, and will inure to the benefit of, the respective successors and assigns of each Party. Neither Party hereto shall assign its interests hereunder without first obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided however, that after notifying the City or EPCOR of its intent to do so, EPCOR may assign its interests under this Agreement to any of its affiliated companies without obtaining the consent of the City so long as the assignee assumes the obligations of EPCOR and can perform the obligations under this Agreement.

16.0 MODIFICATION: No supplement, waiver, modification, or amendment of this Agreement is effective unless in writing and signed by EPCOR and the City.

17.0 NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement gives any rights or benefits to anyone but EPCOR and the City. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of EPCOR and the City. This Agreement does not create a contractual relationship with any third-party or otherwise establish any third-party beneficiaries. No third-party may enforce the terms and conditions of this Agreement.

18.0 NON-SEVERABILITY: If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement's remainder remains unaffected and enforceable to the fullest extent permitted by law.

19.0 WAIVER: The failure of either Party to insist on strict observation or performance of any provision of this Agreement or to exercise any right or remedy will not be construed as a waiver of such provision, right or remedy, and any express waiver will apply only to the particular instance

for which it is granted. Either Party may waive any provision of this Agreement intended for its benefit, provided, however, such waiver must be in writing and such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement. No failure or delay on the part of a Party in exercising any right, remedy, power, or privilege hereunder and no course of dealing between the Parties shall operate as a waiver or abandonment thereof.

20.0 CHOICE OF LAW; REMEDIES: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of law provisions. Subject to the terms of this Agreement, in the event of any breach of this Agreement, the Parties may seek all available remedies at law or in equity. In addition to other remedies that may be available at law or in equity, either Party to this Agreement may seek injunctive relief for a breach of this Agreement by the other Party, without the need to post a bond and without proof of actual damages. EPCOR will not be liable to the City for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law.

21.0 NO AGENCY: Nothing in this Agreement or in the activities contemplated by the Parties hereunder will be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties. Each Party will be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. Neither Party will represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.

22.0 FORCE MAJEURE: EPCOR is not liable to the City nor to any other person, firm or corporation whatsoever, for any interruption or failure to divert, treat, or deliver NIA Water in accordance with this Agreement, or for any loss, injury, or damage that occurs as a result of the interruption or failure, either directly or indirectly, when the interruption or failure is caused by or results from an uncontrollable force or circumstance outside of the control of EPCOR including but not limited to the following:

- a. Fire, lightning, flood, windstorm, extreme weather event, act of God, invasion, war, criminal acts, terrorist attack, pandemic or force majeure.
- b. Compliance with any orders, rules, or regulations, whether valid or invalid, of any governmental authority or agency.
- c. Strikes, lockouts, or labor disputes.
- d. Breakdown, repair, or replacement of any machinery, equipment, transmission line, pipeline, or other facility not caused by EPCOR or a result of EPCOR's negligence.
- e. Shortage of any water, supplies, material, or labor, or where such interruption or failure is due to any cause not reasonably preventable by EPCOR or not reasonably within EPCOR's control.

23.0 COOPERATION; FURTHER ASSURANCES: The Parties will, to the extent reasonable and practicable, cooperate with each other in connection with the performance of the terms of this Agreement. Each Party hereby further agrees it will, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to effectuate the provisions of this Agreement.

24.0 REPRESENTATIONS: The Parties hereby represent and warrant to each other that the execution and delivery of this Agreement has been duly authorized, that no consent of any third parties is required, that there are no legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or, to Parties' knowledge, threatened against or involving the NIA Water, and that this Agreement constitutes a valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

25.0 TIME OF ESSENCE: Time is of the essence of this Agreement.

26.0 COUNTERPARTS; EXECUTION: This Agreement may be executed in multiple counterparts, and each such counterpart will constitute an original of this Agreement. An electronic transmission of the signature page(s) of this Agreement constitutes an original copy of the counterpart signature page(s), and binds the person(s) signing the counterpart and sending it by electronic transmission.

27.0 HEADINGS: The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

28.0 PROVISIONS REQUIRED BY LAW: If it is discovered there is applicable law in effect as of the Effective Date that requires a clause or provision be inserted into this Agreement that the Parties inadvertently failed to include, the Parties agree to promptly amend this Agreement to add the required clause or provision. This Agreement is subject to cancellation pursuant to the provisions of Ariz. Rev. Stat. § 38-511. To the extent Ariz. Rev. Stat. §§ 35-393 through 35-393.03 are applicable, EPCOR hereby certifies that as of the Effective Date it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393. To the extent applicable under Ariz. Rev. Stat. § 35-394, EPCOR warrants and certifies as of the Effective Date that it does not currently, and agrees for the duration of this Agreement, that it will not use the forced labor, any goods or services produced by the forced labor, or any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If EPCOR becomes aware that it is not in compliance with Ariz. Rev. Stat. § 35-394, EPCOR shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If EPCOR does not provide the City with a written certification that EPCOR has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the Agreement termination date. To the extent authorized by law, before declaring any default or exercising any remedies under this Agreement, the City shall first provide EPCOR with a default notice and a 30-day cure period. To the extent applicable under Ariz. Rev. Stat. § 41-4401, EPCOR warrants as of the Effective Date that it is in compliance with all federal immigration laws and

regulations relating to employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Central Arizona Project Water Treatment and Interconnection Agreement to be executed by their duly authorized officers and agents as of the Effective Date noted above.

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

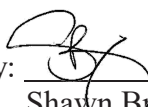
ATTEST:

By: _____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By:  _____
Shawn Bradford, Senior Vice President
Regulated U.S. Water

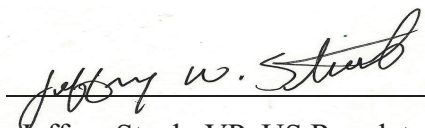
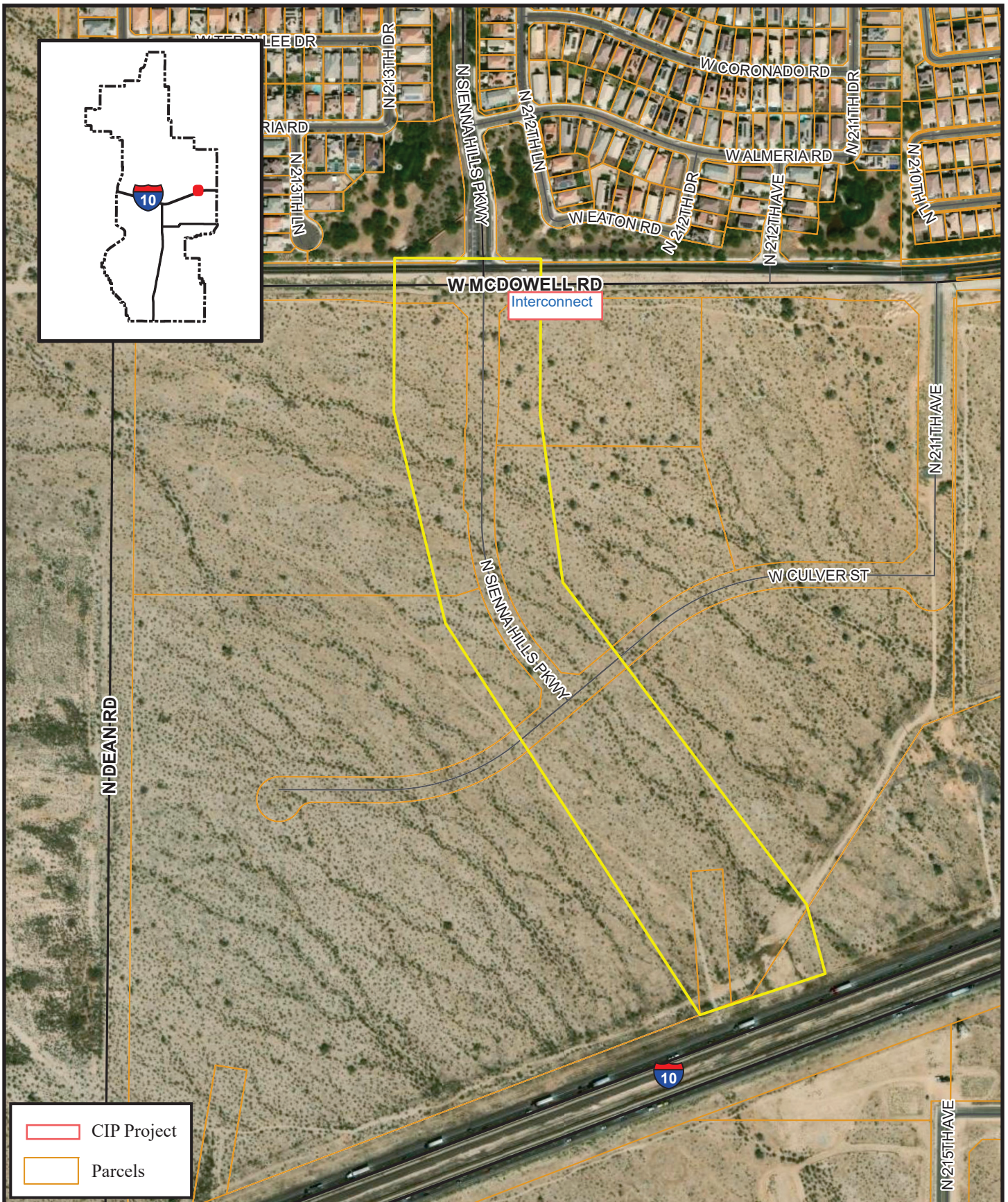
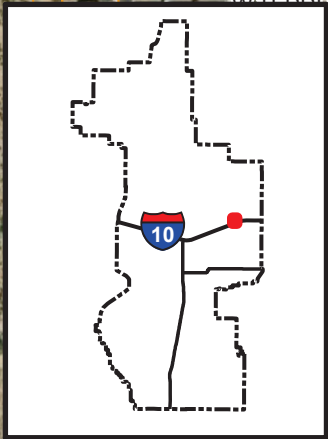
By:  _____
Jeffrey Stuck, VP, US Regulated Operations,
Maintenance, HSE, SCADA

EXHIBIT A
LOCATION AND DEPICTION OF POINT OF DELIVERY

The Point of Delivery will be located near the intersection of N. Sienna Hills Parkway and McDowell Road at the location depicted below:



CIP Project

Parcels

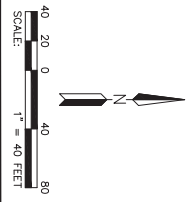
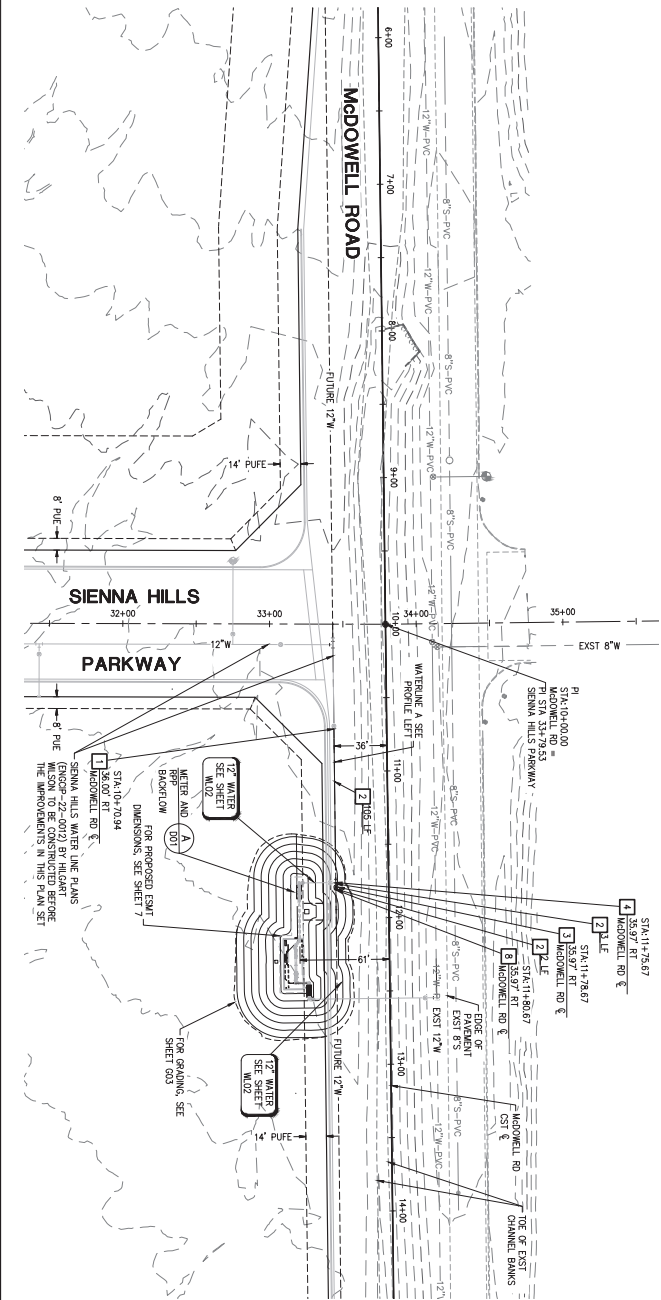


While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

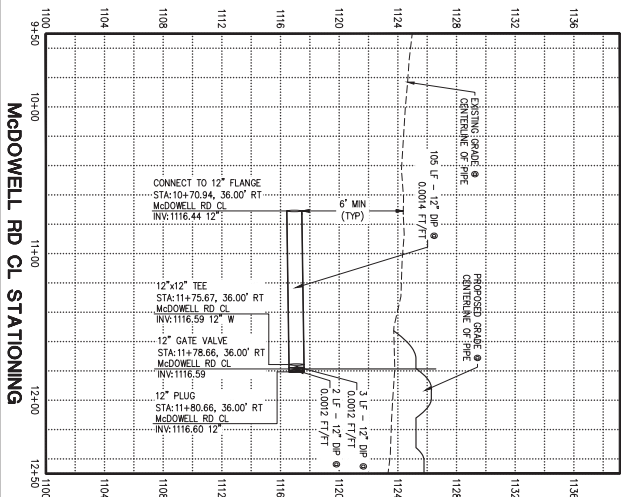
CIP 105910 - EPCOR Waterline Interconnect at Dean and McDowell



Date: 3/8/2023
Document Name: CIP Vicinity Map



- WATER CONSTRUCTION NOTES**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTICES FROM THE APPROPRIATE AGENCIES.
 2. INSTALL 12" DUE TO CLASS 300 WATER LINE PER SPEC. 110.0. THE LINE SHALL BE INSTALLED AT A MINIMUM 18" FROM THE EXISTING CHANNEL BANKS.
 3. THE LINE SHALL BE INSTALLED AT A MINIMUM 18" FROM THE EXISTING CHANNEL BANKS.
 4. INSTALL 12" X 12" TEE WITH RESTRAINED JOINTS PER SPEC. 110.0. THE LINE SHALL BE INSTALLED AT A MINIMUM 18" FROM THE EXISTING CHANNEL BANKS.
 5. INSTALL 12" CAP WITH FLUSHING PIPE PER SPEC. 110.0.



McDOWELL RD CL STATIONING

PROJECT INFORMATION

BUCKEYE-EPOOR INTERCONNECT

McDOWELL ROAD & SIENNA HILLS PARKWAY

BUCKEYE, ARIZONA

WATER LINE PLAN & PROFILE

ENGINEER INFORMATION

HILGARTWILSON

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

COB PLAN TRACKING #

COB PERMIT #

3RD SUBMITTAL

DATE: 11/11/2024

BY: [Signature]

PROJECT: 2401

DATE: 11/11/2024

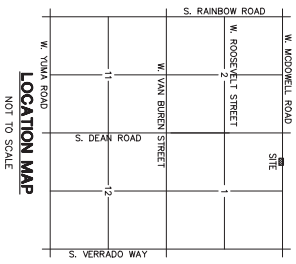
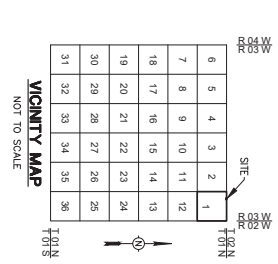
BY: [Signature]

EXHIBIT B

Connection Equipment – Approved Plans

WATER PLAN FOR BUCKEYE-EPCOR INTERCONNECT BUCKEYE, ARIZONA

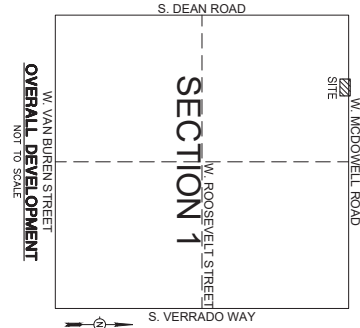
A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



FEMA FLOOD ZONE INFORMATION				
COMMUNITY PANEL LINE	DATE OF FLOOD ZONE MAP (NO ZONE)	DATE OF FLOOD ZONE MAP (NO ZONE)	DATE OF FLOOD ZONE MAP (NO ZONE)	DATE OF FLOOD ZONE MAP (NO ZONE)
040039	2110	L	10/06/2013	X A
ALL FLOOD ZONES ARE SHOWN IN THIS PLAN SET.				

GENERAL PERMITTING NOTES

1. ALL CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY OR IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO THE LATEST MARICOPA COUNTY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS ADOPTED BY THE BOARD OF SUPERVISORS AND THE CITY OF BUCKEYE. THE LATEST VERSION OF THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION.
2. THE APPROVAL OF THE PLANS IS VALID FOR ONE (1) YEAR FROM THE DATE OF THE CITY OF BUCKEYE DESIGN STANDARDS. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION.
3. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH THE CITY OF BUCKEYE DESIGN STANDARDS. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION.
4. CITY PERMITS ARE REQUIRED FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS GRANTED FOR PUBLIC USE. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION. THE CITY OF BUCKEYE DESIGN STANDARDS SHALL BE USED FOR ALL CONSTRUCTION.
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WATER QUANTITIES

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OWNER
CITY OF BUCKEYE
107 S. DEAN ROAD, SUITE 107
BUCKEYE, AZ 85306
PHONE: (602) 340-6188
FAX: (602) 340-6188
E-MAIL: info@cityofbuckeyeaz.gov

CIVIL ENGINEER
HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
FAX: (602) 490-0535
E-MAIL: info@hilgartwilson.com

PROJECT DATA
ADDRESS: McDowell Road & Sienna Hills Parkway

SHEET INDEX
1 - 001 COVER SHEET
2 - 002 NOTES, DETAILS, & KEY MAP
3 - 003 GENERAL NOTES
4 - 004 WATER LINE PLAN & PROFILE
5 - 005 WATER LINE PLAN & PROFILE
6 - 006 WATER LINE PLAN & PROFILE
7 - 007 WATER LINE PLAN & PROFILE
8 - 008 WATER LINE PLAN & PROFILE
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BASIS OF BEARING
BASIS OF BEARING IS SPOCC 31°W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS 26 SPOCC MERIDIAN.

BENCH MARK
BENCHMARK IS A FOUND 3" BRASS CAP DOWN 1.5', BEING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS 26 SPOCC MERIDIAN.

APPROVAL

DESIGNER
THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS AND OMISSIONS.

CITY OF BUCKEYE ENGINEER
DATE

BY:
MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
DATE

BY:
EPCOR WATER
DATE

AS-BUILT CERTIFICATION

THE INFORMATION SHOWN HEREIN WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ARIZONA REGISTERED LAND SURVEYOR / P.E.
DATE

ARIZONA REGISTRATION NUMBER

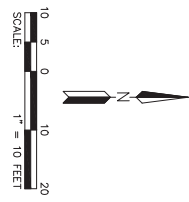
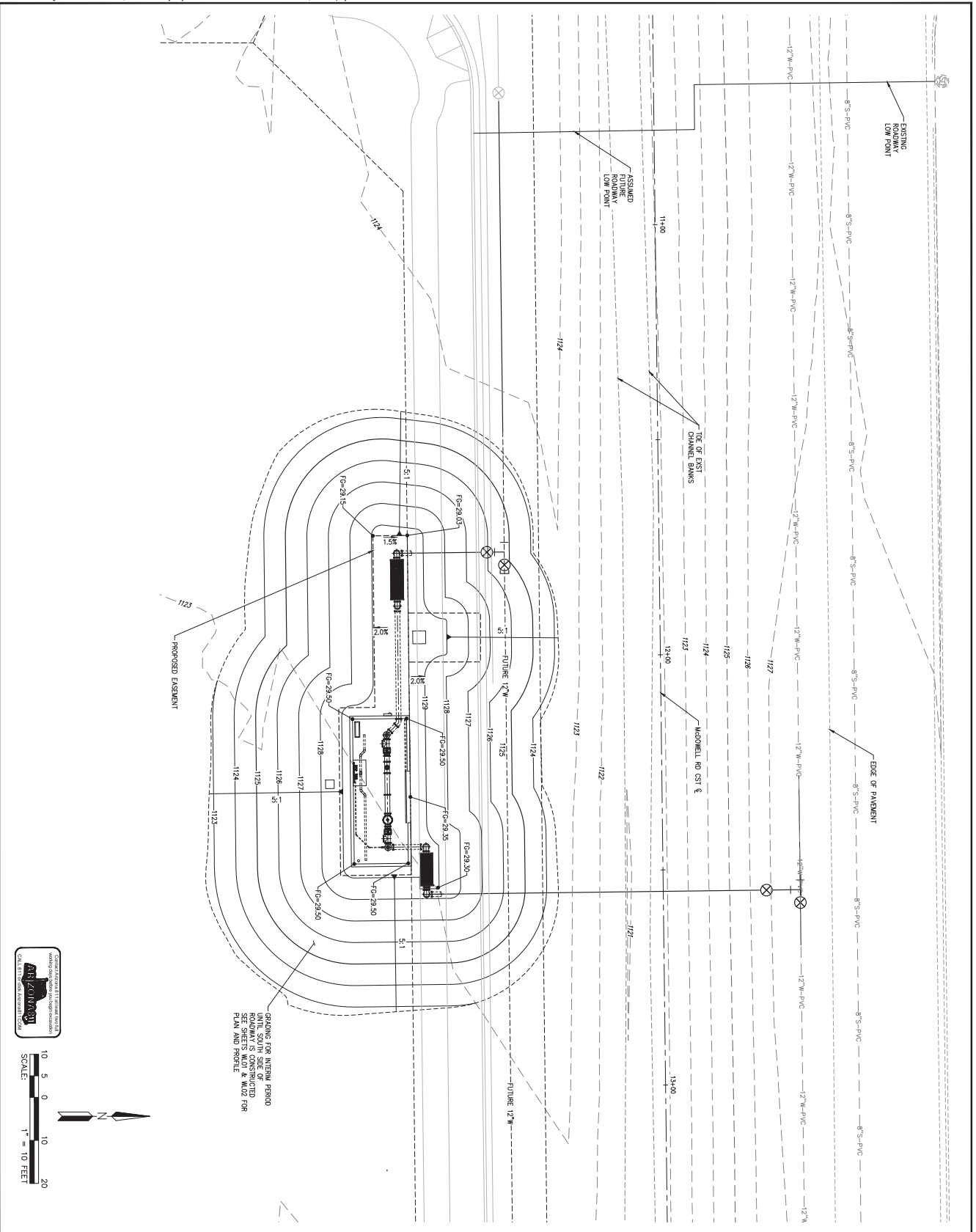
TELEPHONE NUMBER

UTILITY COMPANIES		DATE SUBMITTED	
ELECTRIC	ARIZONA PUBLIC SERVICE	01-29-24	7 EA
TELEPHONE	CENTURY LINK	01-29-24	1 EA
CITY OF BUCKEYE	COX COMMUNICATIONS	01-29-24	1 EA
WATER	CITY OF BUCKEYE	01-29-24	1 EA
SEWER	CITY OF BUCKEYE	01-29-24	1 EA
GAS	SOUTHWEST GAS	01-29-24	365 SY



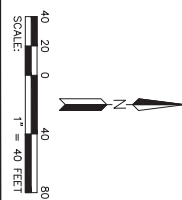
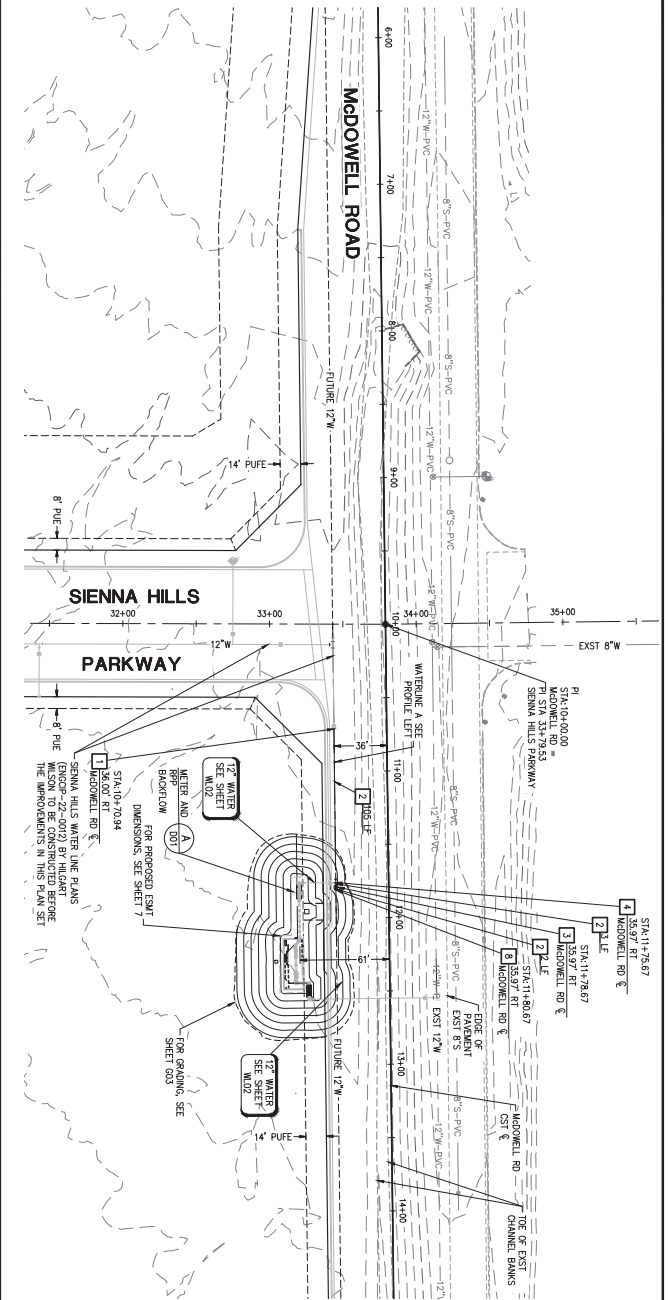
PROJECT: BUCKEYE-EPCOR INTERCONNECT MCDOWELL ROAD & SIENNA HILLS PARKWAY BUCKEYE, ARIZONA	PLAN TYPE: WATER PLAN - COVER SHEET	MANAGING ENGINEERING / SURVEYOR: HILGARTWILSON
REVISIONS:	ENGINEER INFORMATION: HILGARTWILSON ENGINEER PLAN SURVEY MANAGE 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436 www.hilgartwilson.com	PROJECT COORDINATOR: CRAIG CALVIN
COB PROJECT PLAN STICKER		DESIGN LAYOUT: PK DRAFTED: PK CHECKED: CC
		FIELD SURVEY: DRAFTED CHECKED:
		DRAWING SCALES: PER PLAN
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	
COB PLAN TRACKING #	3RD SUBMITTAL	
COB PERMIT #		
ORIGINAL PLAN DATE: APRIL 2023 PROJECT: HW-2461 SHEET: 1 OF 7	LATEST REVISION DATE: FEBRUARY 2024 REVISION: G01	





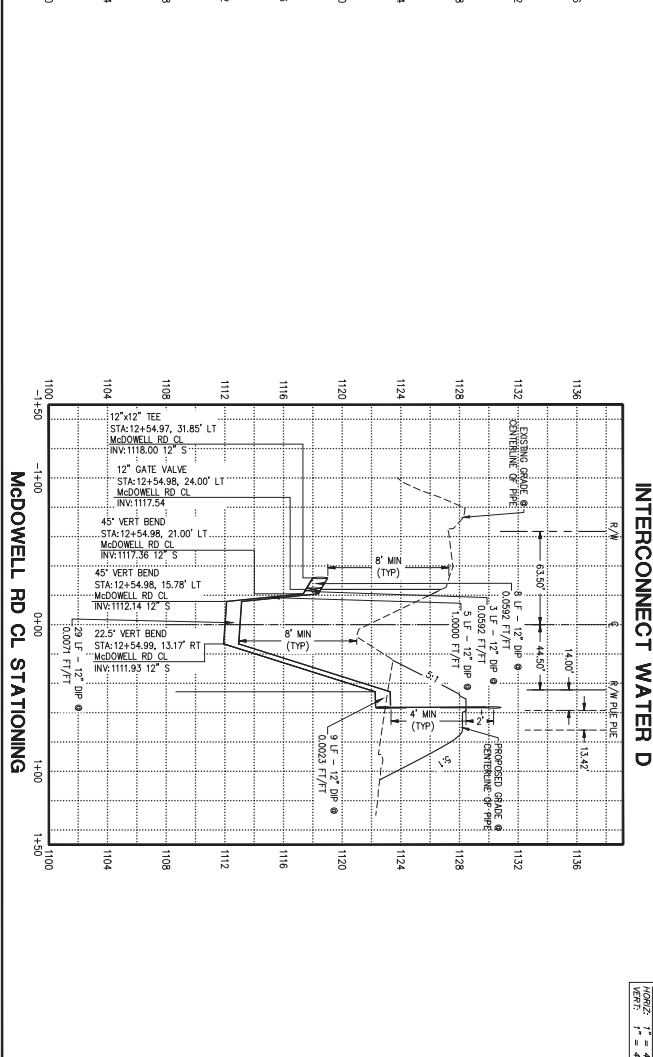
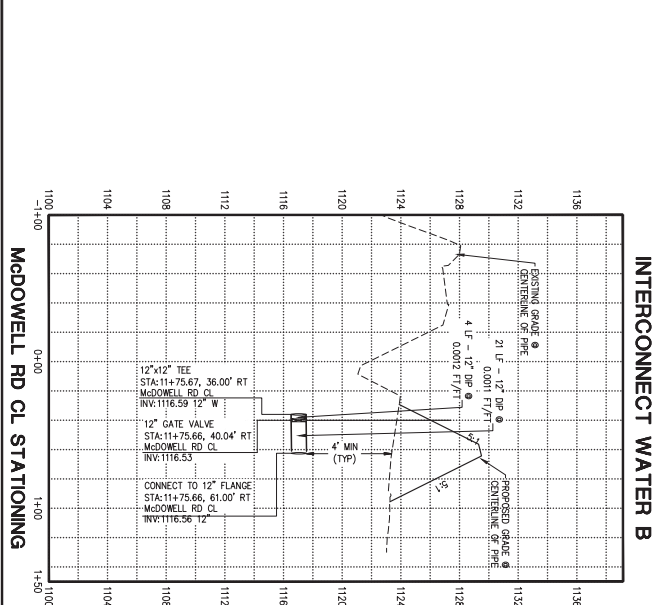
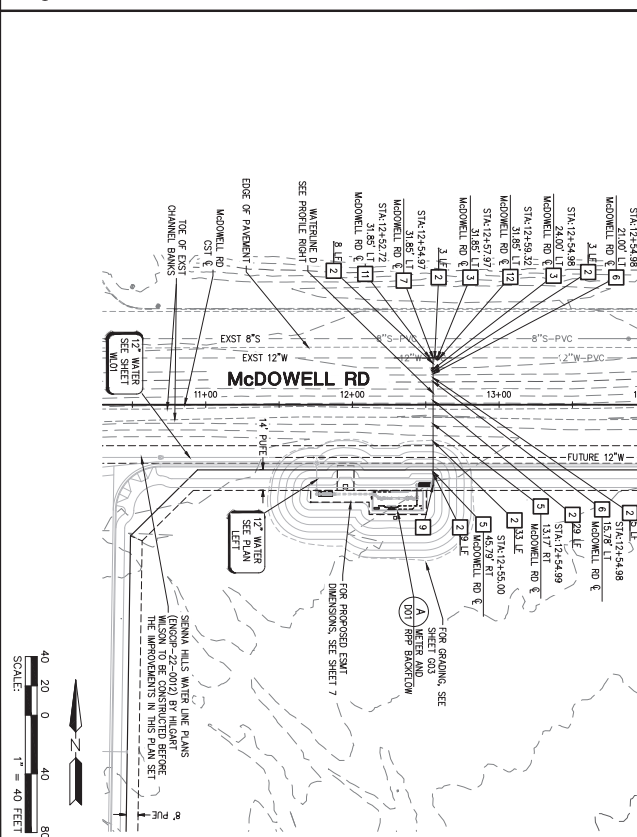
PROJECT: BUCKEYE-EPICOR INTERCONNECT MCDONNELL ROAD & SENNA HILLS PARKWAY BIOGEN, ARIZONA	
OVERALL GRADING & DRAINAGE PLAN	
ENGINEER INFORMATION	
HILGARTWILSON	
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
3RD SUBMITTAL	
DESIGN BY: MATTHEW K. PISON	
AS BUILT SEAL	
ORIGINAL PLAN DATE: APRIL 2023	
LATEST REVISION DATE: FEBRUARY 2024	
PROJECT: BIOGEN	
SHEET: G03	
3 OF 7	
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COB PERMIT #	

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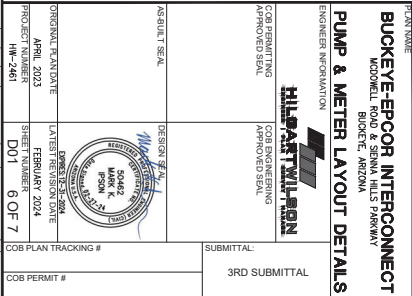


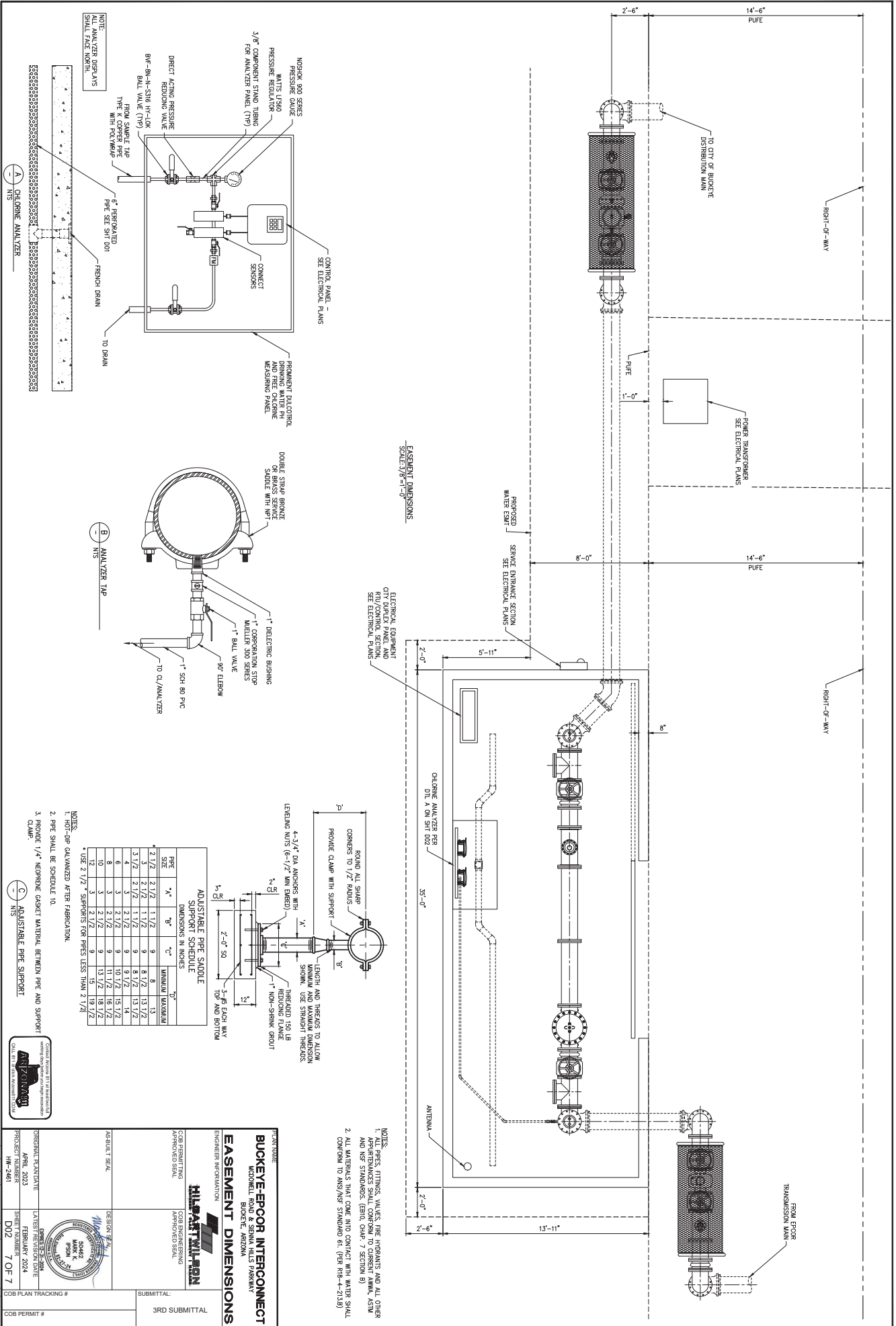
- NOTES:**
1. ALL PIPES, FITTINGS, VALVES, FIRE HYDRANTS AND ALL OTHER APPURTENANCES SHALL CONFORM TO CURRENT AWWA, ASTM AND NSF STANDARDS. (EP10, CHAP. 7 SECTION B)
 2. ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL CONFORM TO ANSI/NSF STANDARD 61. (PER R18-4-213.8)

PROJECT TITLE BUCKEYE-EP-COR INTERCONNECT WOODHILL ROAD & SEYMIA HILLS PARKWAY BUCKEYE, ARIZONA		ENGINEER INFORMATION WATER LINE PLAN & PROFILE	
COB RESULTING FROM APPROVED SEAL HILLBART MILLER APPROVED SEAL		COB RESULTING FROM APPROVED SEAL HILLBART MILLER APPROVED SEAL	
PROJECT NUMBER HW-2461		SHEET NUMBER W101 4 OF 7	
OTHER PLAN DATE APRIL 2023		LATEST REVISION DATE FEBRUARY 2024	
COB PLAN TRACKING #		SUBMITTAL 3RD SUBMITTAL	
COB PERMIT #			



1. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER, AND SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION.	2. ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION.	3. ALL MATERIALS THAT COME INTO CONTACT WITH WATER SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, 2018 EDITION.
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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/21/25	AGENDA ITEM: 4.F. FIN - 2024 Assistance to Firefighters Grant - Grant Application - Driver Training Program
DATE PREPARED: 01/15/25	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the submission of a \$139,319 Fiscal Year 2024 Assistance to Firefighters Grant application through the Federal Emergency Management Agency (FEMA) for the creation of a new Driver Training Program through the contracting of a Driver Trainer for the Buckeye Fire-Medical-Rescue Department; and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to take the steps necessary to submit the Grant application on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye Fire-Medical-Rescue Department (BFRMD) seeks to provide driver training to all 130 Buckeye Fire-Medical-Rescue Department frontline personnel. Currently, about 44% of the BFRMD's sworn personnel have five years or fewer of on-the-job experience. As BRMRD is growing, it is experiencing an increased experience-gap that must be covered by training. Driving on the roadways is essential to the delivery of BFMRD's services. If awarded, the Grant will provide training to support the safe and efficient delivery of BFMD's services. Training will be conducted over a 12-month period by a qualified contractor. The total 12-month cost to engage the services of a qualified driver trainer is \$139,319. The Grant request amount is \$126,653.64, with a match of \$12,665.36.

BENEFITS:

The objective is to support the Buckeye Fire-Medical-Rescue Department's firefighting personnel with the proper training required to safely and efficiently respond to all-hazards calls for service. Anticipated benefits include reduced risk of accidents, improved public safety, improved personnel safety, reduced vehicle maintenance and repair costs, lower liability costs, and improved longevity of Fleet assets. The essential training is critical to the Buckeye Fire-Medical-Rescue Department's mission of limiting or eliminating the risk of property damage, injury, and death.

FUTURE ACTION:

If awarded, the Grant award agreement will be presented to Council for acceptance and approval.

FINANCIAL IMPACT STATEMENT:

The federal grant portion is \$126,653.64. The match from Buckeye is \$12,665.36, which will be funded from the Buckeye Fire-Medical-Rescue Department's (BRMRD) General Fund budget. Any additional driver training needs will come from the BFMRD's General Fund account unless additional grant funding opportunities become available to pursue, with the assistance of the City of Buckeye's Grants team.

CURRENT FISCAL YEAR TOTAL COST:

None currently, due to being in the application-phase. If awarded, the Grant would be available and budgeted beginning in Fiscal Year 2025-2026.

BUDGETED:

Yes

FISCAL YEAR:

Beginning 2025-26

FUND/DEPARTMENT:

Fire

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

ATTACHMENTS:

[Full Driver Training App Submitted 12.19.24.pdf](#)

[CAR_Recap_Summary_-_2024_AFG_Driver_Training_App.docx](#)

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF BUCKEYE

Information current from SAM.gov as of:	11/04/2024
UEI-EFT:	WYJHKKNHLA38
DUNS (includes DUNS+4):	085452928
Employer Identification Number (EIN):	866000236
Organization legal name:	CITY OF BUCKEYE
Organization (doing business as) name:	
Mailing address:	530 EAST MONROE AVENUE BUCKEYE, AZ 85326-2806
Physical address:	530 E MONROE AVE BUCKEYE, AZ 85326-2806
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 05/08/2024
☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date	

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Buckeye Fire/Medical/Rescue Department (BFMRD)
----------------	---

Main address of location impacted by this grant

Main address 1	21699 W. Yuma Road Suite 101
Main address 2	
City	Buckeye

State/territory	AZ
Zip code	85326
Zip extension	8708
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Maricopa County

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type:	Fire Department/Fire District
-----------------	--------------------------------------

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent?	All Paid/Career
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How many active firefighters does your department have who perform firefighting duties?	130
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How many of your active firefighters are trained to the level of Firefighter I or equivalent?	130
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How many of your active firefighters are trained to the level of Firefighter II or equivalent?	130
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Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **130**

Does your department have a Community Paramedic program? **Yes**

How many personnel are trained to the Community Paramedic level? **2**

How many stations are operated by your department? **7**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

As per America's Cyber Defense Agency definition, critical infrastructure includes physical and virtual assets, systems, and networks that are essential and vital such that upon destruction or inoperability would pose a severe negative effect on the economy, safety, health, and/or security of the community. Critical infrastructure within Buckeye includes at least 15 critical infrastructure sectors. These sectors include chemical and commercial facilities, communications, critical manufacturing, emergency services, energy, financial services, food and agriculture, government services and facilities, healthcare and public health, information technology, nuclear reactors, hazardous and waste facilities, transportation, and water and wastewater systems. Buckeye Fire Medical Rescue Department (BFMRD) is a rural fire department that protects critical infrastructure, including the Palo Verde Nuclear Power Plant, several water and wastewater facilities, 29 water wells and 15 booster stations, 540 miles of water lines, hospitals and medical centers, local government facilities, substantial food, fire and police stations (including communications towers and communications center), and agricultural infrastructure and fields. Critical infrastructure also includes Kore Lithium-Ion Battery manufacturer (currently under construction), Fortescue's recently announced green hydrogen production facility, financial and information technology infrastructure (Cipriani),

emergency services, communications infrastructure, chemical infrastructure such as Fertizona, all as a BFMRD first due response. BFMRD also responds as an automatic and mutual aid responder for surrounding communities such as Surprise, Avondale, Goodyear, Glendale, and Tolleson for general public open spaces such as sports and entertainment facilities, for example, State Farm Stadium (63,000 capacity) and Desert Diamond Arena (20,000 capacity). Additional critical infrastructure includes several other conventional power generating stations, 2,146 miles of roadways, including US Interstate-10, several bridges and overpasses, and a rail yard with hazardous materials that are transported and stored at the facility. There is a master-planned data center park with over 2,000 acres of land proposed to be built containing approximately 20 million square feet of data center space. This also would include new power infrastructure to support 1.8 gigawatts of power requirements.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **08041**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **20**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2025**

Fiscal Year	Operating budget
2025	\$28,006,600.00
2024	\$24,981,507.00
2023	\$21,299,586.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **83**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2025	2024	2023
Taxes	58	55	50
Bond issues	0	0	0
EMS billing	0	0	0
Grants	3	2	5
Donations	0	0	0
Fund drives	0	0	0
Fee for service	4	3	2
Other	35	40	43
Totals	100 %	100 %	100 %

Please explain the "Other" portion of the declared operating budget.

The "other" category represents City of Buckeye General Fund budget, mostly intergovernmental revenues, licenses and permits, franchise fees, fines and forfeitures, and interest income.

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

An objective of AFG is to provide critically needed training for emergency personnel to meet recognized standards that enhance operational efficiencies, foster interoperability, and support community resilience. Buckeye is requesting funding for Driver Training for all 130 sworn BFMRD personnel. BFMRD's current and past budgets do not have sufficient budget to support driver training for all 130 BFMRD sworn personnel. One of the driving factors for this constraint is the rapid growth of the City of Buckeye's population. The Buckeye population has grown substantially from 50,000 in 2015 to approximately 114,000 in 2024, and is anticipated to have approximately 300,000 residents by the year 2040 (Here's how Buckeye leads the West Valley as a hot spot for development - AZ Big Media). The revenue generated by this growth lags behind the population explosion by several years. However, the services demanded by the population are immediate, which leaves Buckeye with expenditure requirements that continuously exceed the revenue available. Operating expenditure requirements supersede capital requirements. The City of Buckeye current fiscal year 2025 budget reflects an estimate for revenues of \$189 million and expenditures of \$221 million. This leaves a shortfall of \$32 million in the FY25 City of Buckeye budget. Similarly, the BFMRD FY25 budgeted revenues are only \$245,000 versus expenditures of almost \$28 million. Attempts to help bridge this budget gap have been relatively unsuccessful at the Federal, State, and local levels. BFMRD has recently received some small grants for equipment costing under \$100,000 but has been unsuccessful in receiving grants for sworn personnel training.

No

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **Yes**

Please provide an explanation for other funding sources in the space provided below.

Buckeye has received the following Federal pass-through grants: \$40,200 for HazMat equipment from AZ DOHS, \$42,215 for car seat technician certification and car seats from AZ GOHS, and \$211,356 for leadership training from an AFG regional grant.

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	2	3
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	7	5
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	1	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	7	4	66
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	0	1	6
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	2	0	10
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	2	0	7
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	0	0	0

How many ALS Response vehicles are in your fleet? **7**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

Buckeye's population growth and increased call volume, resulted in the recently completed construction of a new Fire Station (707), expanding service into a new area that is developing residential and commercial properties, and increasing the size of BFMRD. Additional fire stations within Buckeye are currently in the planning stages. Buckeye is experiencing a shift in the community makeup, stimulated by the vast growth. The community was mostly agricultural/open space, land use, and non-retirement population. There has been a

significant increase in residential and commercial/industrial development communities. New residential communities and traffic counts on Buckeye roads are growing daily. The City was also mostly single-family residential structures and now multi-family dwellings are being introduced. The service demands of the community are changing as there are more Buckeye roadway users, leading to increased calls for service and an increased risk of crashes. According to an article by AZ Big Media, by the year 2040, Buckeye is anticipated to have a population of approximately 300,000 people. New residential developments are currently in the pre-construction phase. One of the new residential developments includes Teravalis, which is 58 square miles and is projected to contain 100,000 homes and support 300,000 people. Over a 50-year long-term plan, Teravalis is also projected to contain 55 million square feet for commercial development. Additionally, Verrado Marketplace, a 500,000-square-foot retail center, recently broke ground and is anticipated to open in 2025. Verrado Marketplace is located next to the 8,800-acre master-planned community of Verrado (Here's how Buckeye leads the West Valley as a hot spot for development - AZ Big Media). The aforementioned Buckeye developments will inevitably increase population density leading to increased roadway congestion and BFMRD calls for service, thus increasing the need for trained apparatus drivers. The more diverse make-up of the community is causing these differing sectors to compete for infrastructure dollars from a budget that cannot accommodate all the needs of the community. The current increase in requests for service requires communications and cross-training to play a larger part in the usage of fewer personnel for more requests for service. An example of the challenge is that a larger number of increased requests for service require emergency medical services, creating the need for more paramedics. Currently, about 44% of BFMRD's sworn personnel have 5 years or fewer of on-the-job experience. As BFMRD is growing, they are seeing an increased experience gap that must be covered by training. One of the most difficult, dangerous, and high liability acts that BFMRD performs is driving on the roadways and

it is critical that all BFRMD drivers have a high degree of competency and training.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Rural**

What is the square mileage of your first due response zone/jurisdiction served? **640**

What percentage of your primary response area is protected by hydrants? **20**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	92
Commercial and industrial purposes	3
Residential purposes	5
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **114000**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **5000**

Please describe your organization and/or community that you serve. **Buckeye is a rural area with population clusters spread over 640 sq. miles, with 20% covered by hydrant service, 92% agricultural/open space, 5% residential, and 3% industrial, and averages 90 sq. miles per station. The 640 sq. miles present a challenge compounded by numerous response barriers such as topographical challenges**

including the White Tank Mountains (WT) which separate sections of the City with no roads planned due to the terrain and height of the range. All responses to the north and west of WT must travel around the range, creating a delayed response. World Population Review estimates a population of approximately 114,000 for Buckeye with a median household income of \$106,777, a median age of 34.7 years, and 8% of households below the poverty level (Buckeye, Arizona Population 2024). The community includes about 38,000 households in the 640 sq. miles planning area. Buckeye's ethnic breakdown is 64.7% White, 13.7% multiracial, 12.5% some other race, 5.7% Black, 1.7% Asian, and 1.6% Native American (Buckeye, AZ Population by Race & Ethnicity - 2024 Update | Neilsberg). Buckeye contains thousands of miles of dirt, gravel, fire, and hiking trails. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, RMP facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability caused by external stresses on human health. BFMRD is an all-hazards agency that operates 7 fire stations, a headquarters facility, a logistics facility, and a training center. Its responses are by 7 front-line engine companies, 1 cross-staffed aerial apparatus, and 1 battalion command vehicle. Several non-staffed units are available for specialty responses and reserve capacity. The City maintains Wildland, Technical Rescue, and Hazardous Materials response capabilities. BFMRD also provides mutual aid to neighboring jurisdictions. Out of 11,636 responses in 2023, 1,721 of the calls for service were located in a neighboring jurisdiction. BFMRD employs 130 full-time firefighters, about half of which are paramedics. The general duties of BFMRD are defined in the Code of Ordinances of the City of Buckeye. These are accomplished through a management structure led by the Chief of BFMRD, command staff, and general staff. These are divided into 4 divisions and executive staff who report directly to the Chief of BFMRD. The Chief's duties include the supervision of command and general staff, strategic planning, budget and labor

management, and policy development. The Chief is supported by 3 general staff positions, including 2 Management Assistants, and an Accreditation Manager. Operations and Emergency Services is directed by the Assistant Chief of Operations and Emergency Services, with the aid of 3 Shift Commanders and the Chief of Training. Each Shift Commander's duties include daily emergency operations of BFMRD. The Chief of Training's duties include the development and delivery of non-EMS-based continuing education, hands-on training, and curriculum. Administrative Services is directed by the Assistant Chief of Administrative Services, aided by the Chief of Resource Management (CRM) and the Chief of Community Risk Reduction (CCRR). The CRM's duties include facilities, equipment, and logistics. The CCRR's duties include emergency management and public education and outreach. EMS is directed by the Division Chief of EMS with an EMS Captain and Community Paramedicine Program Manager. The EMS Captain's duties include the development and delivery of EMS-based continuing education and associated curriculum. The Community Paramedicine Program Manager's duties include community health coordination initiatives. Fire Prevention is directed by the Fire Marshal, aided by 3 Fire Prevention Specialists whose duties include code enforcement, plan review, and fire inspection duties.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	270	274	295
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	3	4	3
Rescue & Emergency Medical Service Incident - NFIRS Series 300	710	720	710
Hazardous Condition (No Fire) - NFIRS Series 400	148	156	116

Summary	2023	2022	2021
Service Call - NFIRS Series 500	652	679	593
Good Intent Call - NFIRS Series 600	353	354	368
False Alarm & Falls Call - NFIRS Series 700	464	472	390
Severe Weather & Natural Disaster - NFIRS Series 800	3	2	0
Special Incident Type - NFIRS Series 900	46	50	24
Total	2649	2711	2499

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	118	121	112
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	52	57	42
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	40	40	77
Total	210	218	231

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	62	2	52

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	620	629	611
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	48	50	61

How many responses per year per category?	2023	2022	2021
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	37	40	43
EMS-BLS Response Calls	2878	2888	2963
EMS-ALS Response Calls	3120	3129	3092
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	2602	2635	1600
Total	9305	9371	8370

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	38	40	33
Amount of times the organization received Automatic Aid	782	800	647
Amount of times the organization provided Mutual Aid	82	84	66
Amount of times the organization provided Automatic Aid	1018	1020	920
Of the Mutual and Automatic Aid responses, amount that were structure fires	56	55	44
Total	1976	1999	1710

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$75,000 in federal resources. **No**

Grand total: \$139,319.00



Activity: Training

\$139,319.00



Training activity narrative

Narrative

Project Description

BFMRD’s mission is to limit or eliminate the risk of property damage, injury, and death. Risks associated with fire, medical, and hazardous incidents need to be reduced. This funding request aids in achieving the BFMRD mission. The request supports driver training for 130 BFMRD personnel through the hiring of a contracted qualified driver trainer with NFPA 1041 qualification and drivers training instructor certification to conduct the training at BFMRD facilities. All 130 members of BFMRD are expected to operate a Fire Department vehicle and have drivers training per NFPA 1002: Standard for Fire Apparatus Driver/Operator Professional Qualifications. The NFPA 1002 standard states that each member must have driver training for each vehicle they are expected to drive. All

personnel will complete driver training in an Engine, unless they are assigned to a smaller vehicle, such as a battalion truck, Low acuity pickup truck, or other smaller vehicles. Drivers need additional training if they are assigned to a Ladder, Tiller, or brush truck. Once BFMRD is caught up with driver training, the training may be offered to neighbor agencies to complete their training. The current operating budget does not have funds for driver training. These expenses directly relate to the safety mission of BFMRD. Driver training achieves the goal of properly trained personnel to perform the required duties. One main factor for the budget constraint is the rapid growth of the Buckeye population. Buckeye's population has grown from 50,000 in 2015 to 114,000 in 2024. The revenue generated by this growth lags the population explosion by several years. However, the services demanded by the population are immediate, leaving Buckeye with expenditure requirements that continuously exceed the revenue available. Operating expenditure requirements supersede capital requirements; therefore, a need for grant funding for training. The Buckeye current fiscal year 2025 budget reflects an estimate for revenues of \$189 million and expenditures of \$221 million. This leaves a shortfall of \$32 million in the FY25 Buckeye budget. Similarly, the BFMRD FY25 budgeted revenues are only \$245,000 versus

expenditures of almost \$28 million. Attempts to help bridge this budget gap over the past few years have been relatively unsuccessful. The requested training will benefit all of Metro Phoenix as BFMRD responded to 1,721 mutual aid calls for service within these neighbor jurisdictions in 2023. BFMRD's goal is to provide the safest environment possible for its emergency response personnel and the public. The proposed training is a High Priority for AFG. The total cost of the driver training is \$139,319. Buckeye's share will be \$13,932 with the Federal share of \$125,387. The performance period will be one year. BFMRD will be responsible for all expenses incurred involving training materials and equipment, vehicle wear and tear associated with training, and reasonable administrative expenses, such as program coordination, scheduling, and program evaluation. Required training hours: 10 hours of Baseline driver training for all members assigned to drive BFMRD vehicles. 4 hours didactic training- TIMS, Volume 2, City and Department Policy on driving, Vehicle dynamics, Truck check-off. 3 hours vector solutions online courses- Fire Industry Driver Operator, Fleet Program Driver Safety Orientation for Emergency Vehicle Operators, Fire Industry Driver Intersection Safety. 2 hours over the road- Driving a fixed course over the road as per NFPA 1002. 1-hour cone course- Drive a cone course with exercises per NFPA 1002. 8 hours for members assigned to

ladders. 3 hours Over the road driving course Ladder- Driving a fixed course over the road per NFPA 1002. Operate the Truck to stabilize and deploy the ladder, and lower using emergency operation procedures. 1-hour cone course Ladder- Drive a cone course with exercises per NFPA 1002. 3 hours for those assigned to a station with a brush truck.

Cost/Benefit

BFMRD's mission is safety, prevention, preparation, and management of emergency incidents in the community. Driving on roadways has become increasingly hazardous due to increased traffic, distracted driving, and other road safety concerns. BFMRD operates in a fast-growing region where BFMRD personnel must navigate congested and unpredictable road conditions. Ensuring safety of personnel and public while reducing risks is critical to BFMRD's mission of protecting lives and property. To address these challenges, BFMRD proposes a driver training program to all 130 BFMRD personnel through the hiring of a contracted Driver Training Program Manager who is NFPA 1041 qualified and driver training instructor certified to conduct the training. This project aligns with BFMRD's vow to safety, operational efficiency, and responsible resource management. The contracted Driver Training Program Manager is the best solution to the training gap as there is no Driver Training available in Arizona. Sending BFMRD

personnel out of state for training and the related backfill costs is too costly. With roughly 39 hours of driver training to be completed for each of the 130 BFMRD personnel, BFMRD would incur travel, lodging, meals, training registration, and backfill expenses, which would cost BFMRD far more than \$139,319, which amounts to \$1077 per person. Per the Arizona Department of Transportation (ADOT), the cost per crash in 2023 in Arizona equates to \$177,000. This cost may include vehicle repairs, liability claims, injury rehabilitation, and overtime staffing. The total project cost of \$139,319 for the contracted Driver Training Program Manager is reasonable, required, and justified. The benefit-to-cost ratio (BCA) for the prevention of one crash is 1.3:1. If 1 crash per month were prevented within 12 months, the BCA is 15.2 to 1. ADOT also states that 283 crashes involved first responder vehicles from 2020 to 2023 in Arizona. In 2023, across the United States, there were 19,225 crashes involving fire emergency vehicles. In Buckeye, in 2023 there were 11,636 requests for service, and with the anticipated calls for service expected to increase, risk of crashes increases. Proper BFMRD personnel driver training can reduce this risk. If this grant remains unfunded, BFMRD personnel will continue to face these high risks and will not be properly trained to serve the community or to reduce the risks. The safety of BFMRD personnel and citizens is a top

priority. Emergency vehicle operation poses significant risks, including crashes and roadway incidents, which can result in injuries to citizens and personnel, delays in emergency response times, and damage to BFMRD assets. Project benefits include:

- **Reduced Risk of Accidents:** Training will enhance driver ability, reduce stress responses in high-risk situations, and minimize errors during emergencies.
- **Improved Public Safety:** Safe driving will decrease risks to all roadway users and infrastructure during emergencies.
- **Personnel Safety:** Reducing accidents ensures the safety and well-being of BFMRD personnel, reducing injuries and time lost from duty.
- **Reduced Vehicle Maintenance and Repair Costs:** Accidents lead to costly repairs and operational downtime. Training will significantly reduce these occurrences, ensuring BFMRD remains prepared.
- **Lower Liability Costs:** By proactively reducing accidents, BFMRD can mitigate potential lawsuits, insurance claims, and related administrative expenses.
- **Improved Longevity of Fleet Assets:** Safe driving extends the operational lifespan of all fire vehicles. Well-trained BFMRD personnel can share these skills across BFMRD creating a culture of safety. By standardizing training, BFMRD will optimize resource allocation and ensure consistent practices across all crews and shifts. Once BFMRD is caught up with driver training, the program will be offered to neighboring jurisdictions.

Funding a driver training program for 130 personnel, led by a dedicated program manager, will significantly enhance BFMRD's overall effectiveness. By prioritizing comprehensive training for drivers of emergency response vehicles, the department can ensure that personnel operate these vehicles safely and efficiently under various conditions, reducing response times and minimizing risks associated with vehicle accidents. The mission of BFMRD is to protect life, property, and the environment through dedicated emergency response, prevention, and education. Providing driver training to all firefighters directly supports this mission by:

- Enhancing the safety and preparedness of personnel
- Reducing risks to the community and other motorists
- Ensuring the efficient and effective delivery of emergency services
- Protecting department assets and resources for long-term sustainability

This initiative will empower BFMRD personnel to respond to emergencies with the highest level of safety and professionalism, ensuring that every firefighter returns home safely while continuing to serve the citizens of Buckeye effectively. Investing in driver training for all 130 BFMRD firefighters will significantly improve citizen and personnel safety, reduce operational risks, and minimize long-term costs associated with vehicle accidents and liabilities. By leveraging grant funding for this

initiative, the department will maximize the benefits of every dollar spent while fulfilling its core mission. This proposal represents a proactive and cost-effective strategy to enhance both firefighter and public safety while ensuring the department's resources are utilized efficiently.

Daily Operations and Risk Reduction • Improved Operational Safety: The training program will standardize best practices for driving emergency vehicles, minimizing the risk of accidents, injuries, and damage to critical assets.

• Enhanced Efficiency: Trained drivers will be better equipped to navigate traffic, rough terrain, or urban environments, ensuring faster and more reliable responses to emergencies.

• Capacity for Frequent Use: Emergency response vehicles are used daily for fire suppression, medical emergencies, rescues, and disaster response. A well-trained driver team will enhance the department's ability to perform these duties effectively.

Community Benefits and Increased Capacity • Life-saving potential: Enhanced driver training reduces delays in reaching emergencies, directly increasing the likelihood of saving lives and property.

• Community Confidence: Residents will benefit from the improved reliability of the BFMRD's response, fostering trust in its ability to handle emergencies efficiently.

• Preparedness for Large-Scale Events: The training also prepares personnel to respond to larger incidents such as

wildfires, floods, or mass-casualty events, enhancing community resilience. Code Enforcement and Mitigation Strategies Buckeye's proactive approach to reducing fire risk includes enforcing Wildland Urban Interface codes, and ensuring new developments adhere to fire-resistant construction and landscaping standards. This reduces the likelihood of wildfire spread and protects lives and property. BFMRD actively participates in implementing a FEMA-approved mitigation plan and strategy, focusing on risk assessment, community education, and infrastructure improvement. This demonstrates a commitment to reducing fire risks and aligns with the grant's goals. Long-Term Benefits Investing in a dedicated driver training program manager ensures the sustainability of the initiative, with ongoing training and assessment maintaining high standards over time. This program strengthens the department's ability to meet increasing service demands as Buckeye grows and underscores its proactive commitment to public safety. BFMRD will track and assess training outcomes, ensuring accountability and measurable improvements in safety metrics.

Project



\$139,319.00

Project: Fire Apparatus Driver/Operator (NFPA 1002)



Fire Apparatus Driver/Operator (NFPA 1002) project questions

Provide a detailed description of the Training Program you selected.

The Driver Training Program selected will comply with NFPA 1002: Standard for Fire Apparatus Driver/Operator Professional Qualifications for all 130 sworn BFMRD personnel. All personnel will complete driver training in an Engine, unless they are assigned to a smaller vehicle, such as a battalion truck, Low acuity pickup truck, or other smaller vehicles. Drivers need additional training if they are assigned to a Ladder, Tiller, or brush truck.

Generally, this program can best be categorized as:

Training that is evaluated using national or state standards

How many personnel will be trained by this program?

130

Generally, the training program provided under

Will address an identified risk for your

this grant:

department or
community, please
specify:

Generally, the training
program provided under
this grant:

**Currently, about 44% of
BFMRD's sworn
personnel have 5 years
or fewer of on-the-job
experience. As BFMRD
is growing, they are
seeing an increased
experience gap that
must be covered by
training. One of the
most difficult,
dangerous, and high
liability acts that
BFMRD performs is
driving on the
roadways and it is
critical that all BFRMD
drivers have a high
degree of competency
and training.**

Will this training enhance
your ability to perform
Mutual Aid?

Yes

Please explain

**BFMRD provides
mutual aid to
neighboring
jurisdictions. In 2023
BFMRD provided
mutual and automatic
aid for 1,721 calls for
service in neighboring
jurisdictions.
Experienced and
properly trained drivers
will add value to
BFMRD responses to
calls for service in
neighboring
jurisdictions.**

Will this training include
members from other fire

No

departments and/or
nonaffiliated EMS
organizations?

Will this training be: **Instructor-led**

Cost Items



Item: \$139,319.00
Driver/Operator

Description

BFMRD proposes a driver training program to all 130 BFMRD personnel through the hiring of a contracted Driver Training Program Manager who is NFPA 1041 qualified and driver training instructor certified to conduct the training. The Driver Training Program Manager will conduct the following training sessions:

- 10 hours of Baseline driver training for all members assigned to drive BFMRD vehicles.
- 4 hours didactic training- TIMS, Volume 2, City and Department Policy on driving, Vehicle dynamics, Truck check-off.
- 3 hours vector solutions online courses- Fire Industry Driver Operator, Fleet Program Driver Safety Orientation for Emergency Vehicle Operators, Fire Industry Diver Intersection Safety.
- 2 hours over the road- Driving a fixed course over the road as per NFPA 1002.
- 1-hour cone course- Drive a cone course with exercises per NFPA 1002.
- 8 hours for members assigned to ladders.
- 3 hours Over the road driving course Ladder- Driving a fixed course over the road per NFPA 1002. Operate the Truck to stabilize and deploy the ladder, and lower using emergency operation procedures.
- 1-hour cone course Ladder- Drive a cone course with exercises per NFPA 1002.
- 3 hours for those assigned to a station with a brush truck.

Quantity	Unit price	Total
1	139319.00	\$139,319.00

Budget class

Contractual

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Training	1	\$139,319.00
Total	1	\$139,319.00

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00

Object class categories	Total
Supplies	\$0.00
Contractual	\$139,319.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$139,319.00
Indirect charges	\$0.00
TOTAL	\$139,319.00
Non-federal resources	
Applicant	\$12,665.36
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$126,653.64
Non-federal resources	\$12,665.36
TOTAL	\$139,319.00
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Courtney Gomez Grant Analyst cgomez@buckeyeaz.gov	Primary phone 6233496159 Work Fax	Additional phones 9518377215 Mobile
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Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2025 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

2024 Assistance to Firefighters Grant Application – Driver Training Summary Recap

Project Description:



The City of Buckeye-Fire-Medical-Rescue Department seeks to provide driver training to all 130 Buckeye Fire-Medical-Rescue Department frontline personnel. Currently, about 44% of the Buckeye Fire-Medical-Rescue Department's sworn personnel have 5 years or fewer of on-the-job experience. As the Buckeye Fire-Medical-Rescue Department is growing, they are seeing an increased experience gap that must be covered by training. One of the most difficult, dangerous, and high liability acts that Buckeye Fire performs is driving on the roadways and it is critical that all Buckeye Fire drivers have a high degree of competency and training. The training will be conducted by a contracted qualified driver trainer over a 12-month period. The total 12-month cost to contract a qualified driver trainer is \$139,319. The grant request amount is \$126,653.64, with a match of \$12,665.36.

Project Cost



- \$ 139,319 (\$126,653.64 Reimbursable based on budget).

Required Match



- \$ 12,665.36

Grant Amount



- \$ 126,653.64

Plans Once Grant Expires:

- If awarded, the grant award agreement will be presented to Council for acceptance and approval.



Objectives and Expected Outcomes



- The objective is to support the Buckeye-Fire-Medical-Rescue Department's firefighting personnel with the proper training required to safely and efficiently respond to all-hazards calls for service. Anticipated benefits include reduced risk of accidents, improved public safety, improved personnel safety, reduced vehicle maintenance and repair costs, lower liability costs, and improved longevity of Fleet assets. This essential training is critical to the Buckeye Fire-Medical-Rescue Department's mission of limiting or eliminating the risk of property damage, injury, and death.

Time Period for the Grant

- Beginning FY 2025 - FY 2026



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

MEETING DATE: 01/21/25	AGENDA ITEM: 4.G. FIN - 2024 Assistance to Firefighters Grant - Grant Application - Aerial Ladder Apparatus
DATE PREPARED: 01/15/25	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Manager, rroarch@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the submission of a \$2,700,000 Fiscal Year 2024 Assistance to Firefighters Grant application through the Federal Emergency Management Agency for the purchase of one new aerial ladder truck for the Buckeye Fire-Medical-Rescue Department; and authorize the Mayor, the City Manager, the City Attorney, and the City Clerk to carry out the purpose and intent of this Grant application on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye Fire-Medical-Rescue Department seeks to replace its current 18-year-old aerial ladder truck as it is reaching the end of its useful life and is becoming increasingly unreliable. Due to the City's rapidly increasing population and multi-story buildings, it is critical that the Buckeye Fire-Medical-Rescue Department is properly equipped to serve and protect the community through the purchase of a new aerial ladder truck. The total cost to purchase a mission-ready aerial apparatus is \$2,700,000. This cost includes specialized tools and equipment for search and rescue, vehicular extrication, ventilation, and other supplies necessary for fire suppression, property conservation, rescue, and various emergency response events. The Vehicle is estimated to cost \$2,300,000 and the onboard equipment is estimated to cost \$400,000. The grant request amount is \$2,000,000 (this is the maximum allowed by the grant), with a match of \$700,000.

BENEFITS:

The objective is to support the Buckeye Fire-Medical-Rescue Department's firefighting and rescue personnel with the most reliable and effective equipment to respond to all-hazards calls for service. The aerial apparatus plays a vital role in firefighting and rescue operations by providing an elevated platform to perform rescues and access high rooftops as well as providing elevated master water streams. Furthermore, the vehicle carries specialized extrication equipment and medical supplies. The vehicle's versatility and ability to adapt to different types of incidents make it an essential part of a fire department's emergency response capabilities. This essential apparatus is critical to the Buckeye Fire-Medical-Rescue Department's mission of safety, prevention, preparation, and management of emergency incidents in Buckeye and neighboring jurisdictions.

FUTURE ACTION:

If awarded, the grant award agreement will be presented to Council for acceptance and approval.

FINANCIAL IMPACT STATEMENT:

The federal grant portion is \$2,000,000. The match from Buckeye is \$700,000, which will be funded from the Buckeye Fire-Medical-Rescue Department's general fund budget in FY 2026 or FY 2027. Any additional aerial ladder truck needs will come from the Buckeye Fire-Medical-Rescue Department's General Fund account unless additional grant funding opportunities become available and the City of

Buckeye's Grants team will pursue such funding.

CURRENT FISCAL YEAR TOTAL COST:

None currently due to being in the application phase. This will be budgeted in FY 2026 or FY 2027, at the earliest, as the grant, if awarded, would be available in FY 2026 or later. If awarded, the vehicle will be budgeted in future fiscal years. The procurement and delivery of the vehicle may require up to 2 years.

BUDGETED:

No

FISCAL YEAR:

2026-2027

FUND/DEPARTMENT:

Fire Department

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

ATTACHMENTS:

[CAR Recap Summary - 2024 AFG Aerial Ladder Apparatus - Application.docx](#)

[Full Ladder App Submitted 12.19.24.pdf](#)

2024 Assistance to Firefighters Grant Application – Aerial Ladder Apparatus Summary Recap

Project Description:



The City of Buckeye-Fire-Medical-Rescue Department seeks to upgrade and replace its current 18-year-old aerial ladder truck as it is reaching the end of its useful life and is becoming increasingly unreliable. Due to the City's rapidly increasing population and multi-story buildings, it is critical that the Buckeye Fire-Medical-Rescue Department is properly equipped to serve and protect the community through the purchase of a new aerial ladder truck. The total cost to purchase a mission-ready aerial apparatus is \$2,700,000. This cost includes specialized tools and equipment for search and rescue, vehicular extrication, ventilation, and other supplies necessary for fire suppression, property conservation, rescue, and various emergency response events. The vehicle is estimated to cost \$2.3 million, and the onboard equipment is estimated to cost \$400,000. The grant request amount is \$2,000,000 (this is the maximum allowed by the grant), with a match of \$700,000.

Project Cost



- \$ 2,700,000 (\$2,000,000 Reimbursable based on budget).

Required Match



- \$ 700,000

Grant Amount



- \$ 2,000,000

Plans Once Grant Expires:

- If awarded, the grant award agreement will be presented to Council for acceptance and approval.



Objectives and Expected Outcomes

- The objective is to support the Buckeye-Fire-Medical-Rescue Department's firefighting and rescue personnel with the most reliable and effective equipment to respond to all-hazards calls for service. The aerial apparatus plays a vital role in firefighting and rescue operations by providing an elevated platform to perform rescues and access high rooftops as well as providing elevated master water streams. Furthermore, the vehicle carries specialized extrication equipment and medical supplies. The vehicle's versatility and ability to adapt to different types of incidents make it an essential part of a fire department's emergency response capabilities. This essential apparatus is critical to the Buckeye Fire-Medical-Rescue Department's mission of safety, prevention, preparation, and management of emergency incidents in Buckeye and neighboring jurisdictions.



Time Period for the Grant

- FY 2026 - FY 2027



System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF BUCKEYE

Information current from SAM.gov as of:	11/04/2024
UEI-EFT:	WYJHKKNHLA38
DUNS (includes DUNS+4):	085452928
Employer Identification Number (EIN):	866000236
Organization legal name:	CITY OF BUCKEYE
Organization (doing business as) name:	
Mailing address:	530 EAST MONROE AVENUE BUCKEYE, AZ 85326-2806
Physical address:	530 E MONROE AVE BUCKEYE, AZ 85326-2806
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 05/08/2024

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Buckeye Fire/Medical/Rescue Department (BFMRD)
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Main address of location impacted by this grant

Main address 1	21699 W. Yuma Road Suite 101
Main address 2	
City	Buckeye

State/territory	AZ
Zip code	85326
Zip extension	8708
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Maricopa County

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **130**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **130**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **130**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **130**

Does your department have a Community Paramedic program? **Yes**

How many personnel are trained to the Community Paramedic level? **2**

How many stations are operated by your department? **7**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

As per America's Cyber Defense Agency definition, critical infrastructure includes physical and virtual assets, systems, and networks that are essential and vital such that upon destruction or inoperability would pose a severe negative effect on the economy, safety, health, and/or security of the community. Critical infrastructure within Buckeye includes at least 15 critical infrastructure sectors. These sectors include chemical and commercial facilities, communications, critical manufacturing, emergency services, energy, financial services, food and agriculture, government services and facilities, healthcare and public health, information technology, nuclear reactors, hazardous and waste facilities, transportation, and water and wastewater systems. Buckeye Fire Medical Rescue Department (BFMRD) is a rural fire department that protects critical infrastructure, including the Palo Verde Nuclear Power Plant, several water and wastewater facilities, 29 water wells and 15 booster stations, 540 miles of water lines, hospitals and medical centers, local government facilities, substantial food, fire and police stations (including communications towers and communications center), and agricultural infrastructure and fields. Critical infrastructure also includes Kore Lithium-Ion Battery manufacturer (currently under construction), Fortescue's recently announced green hydrogen production facility, financial and information technology infrastructure (Cipriani),

emergency services, communications infrastructure, chemical infrastructure such as Fertizona, all as a BFMRD first due response. BFMRD also responds as an automatic and mutual aid responder for surrounding communities such as Surprise, Avondale, Goodyear, Glendale, and Tolleson for general public open spaces such as sports and entertainment facilities, for example, State Farm Stadium (63,000 capacity) and Desert Diamond Arena (20,000 capacity). Additional critical infrastructure includes several other conventional power generating stations, 2,146 miles of roadways, including US Interstate-10, several bridges and overpasses, and a rail yard with hazardous materials that are transported and stored at the facility. There is a master-planned data center park with over 2,000 acres of land proposed to be built containing approximately 20 million square feet of data center space. This also would include new power infrastructure to support 1.8 gigawatts of power requirements.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **08041**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **20**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2025**

Fiscal Year	Operating budget
2025	\$28,006,600.00
2024	\$24,981,507.00
2023	\$21,299,586.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **83**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2025	2024	2023
Taxes	58	55	50
Bond issues	0	0	0
EMS billing	0	0	0
Grants	3	2	5
Donations	0	0	0
Fund drives	0	0	0
Fee for service	4	3	2
Other	35	40	43
Totals	100 %	100 %	100 %

Please explain the "Other" portion of the declared operating budget.

The "other" category represents City of Buckeye General Fund budget, mostly intergovernmental revenues, licenses and permits, franchise fees, fines and forfeitures, and interest income.

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

An objective of AFG is to provide critically needed equipment that enhances operational efficiencies, fosters interoperability and supports community resilience. BFMRD is requesting funding for an aerial apparatus. This request would replace an existing aerial apparatus that is 18 years old, manufactured in 2007, which is cross staffed with a fire engine company. This means that the ladder shares personnel with a fire engine in the same station so only one may respond at a time. This truck desperately needs to be replaced with an NFPA-compliant, aerial apparatus and the required complement of the necessary on-board equipment. The aerial apparatus contains an elevating platform and water tower that is designed to position personnel, equipment, and materials, with on-the-ready egress capabilities, and discharge water. The aerial apparatus provides the feature of carrying specialty equipment which assists in mitigating incidents other than fire. These include specialty rescue operations which include high angle, low angle, and extrication from entrapment. An aerial truck is a basic tool for rapid response, ventilation, extinguishment, and rescue operations. An aerial truck stands out in a fleet because of the highly visible 100-plus-foot ladder on the top of the truck. This can be configured in either a mid-mount or rear-mount application. The ladder truck that BFMRD is replacing was manufactured by Pierce Manufacturing in 2007. Replacing this ladder truck will assist with ensuring a regular fleet replacement cycle. BFMRD is requesting \$2,000,000 in funding to purchase an aerial apparatus that is estimated to cost \$2,300,000, of which \$300,000 would be funded by the BFMRD General Fund account, in addition to \$400,000 for the complement of onboard equipment. This project is ready to proceed. The existing fleet of fire front-line apparatus includes the following:

Type of apparatus	Year manufactured
ALS/Pumper	2013
ALS/Pumper	2013
ALS/Pumper	2013
ALS/Pumper	2014
ALS/Pumper	2015
ALS/Pumper	2017
ALS/Pumper	2019
ALS/Pumper	2023
Support	2013
Aerial (to be replaced)	2007

BFMRD's current and all past budgets do not have sufficient budget to allow for the purchase of all the required equipment. One of the driving factors for this constraint is the rapid growth of the City of

Buckeye's population. Buckeye's population has grown substantially from 50,000 in 2015 to approximately 114,000 in 2024. The revenue generated by this growth lags behind the population explosion by several years. However, the services demanded by the population are immediate, which leaves Buckeye in a state of expenditure requirements that continuously exceed the revenue available. Operating expenditure requirements supersede capital requirements. The City of Buckeye's current fiscal year 2025 budget reflects an estimate for revenues of \$189 million and expenditures of \$221 million. This leaves a shortfall of \$32 million in the FY25 Buckeye budget. Similarly, BFMRD's FY25 budgeted revenues are only \$245,000 versus expenditures of almost \$28 million. Attempts to help bridge this budget gap have been relatively unsuccessful at the Federal, State, and local levels. BFMRD has submitted applications to FEMA in recent past years, which have been unsuccessful. In 2023, an aerial ladder truck funding request was submitted to Arizona Senators for Congressionally Designated Spending. One Arizona Senator submitted this funding request to the Congressionally Designated Spending Committee, but it did not make the final selection. BFMRD has recently received some small grants for equipment costing under \$100,000 but large, high-cost equipment attempts have been unsuccessful.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

Buckeye has received the following Federal pass-through grants: \$40,200 for HazMat equipment from AZ DOHS, \$42,215 for car seat technician certification and car seats from AZ GOHS, and \$211,356 for leadership training from an AFG regional grant.

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	2	3
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	7	5
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	1	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	7	4	66
Ambulances for transport and/or emergency response.	0	0	0

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	0	6
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	2	0	10
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	2	0	7
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	0	0	0

How many ALS Response vehicles are in your fleet? **7**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

In response to population growth and substantial call volume, Buckeye has been constructing a new Fire Station (707), which is expected to be occupied soon, expanding service into a new area that is developing residential and commercial properties. Another challenge that Buckeye is experiencing is the shift in the community make-up, stimulated by the vast growth. The community was mostly agricultural/open space land use and non-retirement population. There has been a significant increase in retirement residents and commercial/industrial development. New retirement communities are growing daily. Buckeye was also mostly single-family residential structures and now multi-family dwellings are being introduced. The service demands of the community are changing. According to the Maricopa Association of Governments most recent survey, the development of

commercial/industrial facilities is expected to grow by 6 times, multi-family by 25 times, and single-family (a large portion retirement) by 67 times. The more diverse make-up of the community is causing these differing sectors to compete for infrastructure dollars from a budget that cannot accommodate all the needs of the community. For BFMRD, the old models of conducting requests for service do not work for all the new influx of retirees, diverse workforce, and diverse development. BFMRD is changing its thinking and mindset. They are reviewing their current model and procedures to develop new models that apply to the new and increased situations at hand. The service requirements differ by the type of service received. The type of service demand dictates the size and skill set of the responding team. Smaller units with specific skills within a station can be dispatched to a request for service requiring that particular type of service skill, while the remainder of station personnel can stand ready to respond to a different request for service. The current requests for service require communication and cross-training to play a larger part in the usage of fewer personnel for more requests for service. An example of the challenge is that a larger number of requests for service require emergency medical services, creating the need for more paramedics. Furthermore, more multi-story buildings are being erected causing the need for aerial apparatus capabilities to support community safety. The number of rooftops is increasing as well as the complexity with a boom of multi-residential apartment buildings and Mega-box tilt slabs that are millions of square feet under-roof. This change in the target hazards means an increased need to rapidly affect the rescue of people from elevated levels. Further, being able to access the roof of a 40-to-60-foot tilt slab promptly is critical to BFMRD's ability to stop the spread of rooftop fires. This not only saves property and lives but allows the occupant to keep their business underway or restore operations rapidly. Currently, BFMRD has one aerial apparatus in their jurisdiction, with an average response time of greater than 19 minutes to arrive on the scene. BFMRD covers 640 square miles with one ladder truck, this is insufficient

today and unacceptable considering Buckeye's growth. Additionally, BFMRD responded to almost 2,000 calls for service of mutual and automatic aid to neighboring communities, approximately 17% of all calls for service. If funded, the aerial apparatus will be available to respond to neighboring communities for mutual and automatic aid.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Rural**

What is the square mileage of your first due response zone/jurisdiction served? **640**

What percentage of your primary response area is protected by hydrants? **20**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	92
Commercial and industrial purposes	3
Residential purposes	5
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **114000**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **5000**

Please describe your organization and/or community that you serve.

Buckeye is a rural area with population clusters spread over 640 sq. miles, with 20% covered by hydrant service, 92% agricultural/open space, 5% residential, and 3% industrial/commercial use, and averages greater than 90 sq. miles per station. The 640 sq. miles present a challenge compounded by numerous response barriers. These are largely comprised of topographical challenges including the White Tank Mountains (WT) which separate sections of the Buckeye. No new roads are planned within WT due to the terrain and height of the range. All responses to the north and west of WT must travel around the range. This creates a delayed response. World Population Review estimates a population of 114,000 located in the western Phoenix Metroplex. The community includes about 38,000 households in the 640 sq. miles planning area. Buckeye's main ethnic breakdown is 46.4% Latino, 42.6% White, and 5.6% Black. ESRI median household income is \$81,386, median age is 34.4 years, and 8% of households are below the poverty level. There are thousands of miles of dirt, gravel, fire, and hiking trails within Buckeye. Portions of Buckeye have been Federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, RMP facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability to negative effects caused by external stresses on human health. BFMRD is an all-hazards agency that operates seven fire stations, a headquarters facility, a logistics facility, and a training center. Its responses are by seven front-line engine companies, one cross-staffed ladder truck, and one battalion command vehicle. Several non-staffed units are available for specialty responses and reserve capacity. The City maintains Wildland, Technical Rescue, and Hazardous Materials response capabilities. BFMRD employs 130 full-time firefighters, about half of which are paramedics. The general duties and responsibilities of the BFMRD are defined in the Code of Ordinances of the City of Buckeye. These are accomplished through a management structure led by the Chief of BFMRD and a command and general staff. These are divided

into four divisions, and an executive staff who report directly to the Chief of the BFMRD. The Chief is responsible for the supervision of the command and general staff, strategic planning, budget management, labor management, and policy development. The Chief is supported by three general staff positions including a Project Management Assistant, Management Assistant, and Accreditation Manager. Operations and Emergency Services is directed by the Assistant Chief of Operations and Emergency Services, with the assistance of three Shift Commanders and the Chief of Training. Each Shift Commander is responsible for the day-to-day emergency operations of BFMRD. The Chief of Training is responsible for the development and delivery of non-EMS-based continuing education, hands-on training, and associated curriculum. Administrative Services is directed by the Assistant Chief of Administrative Services, aided by the Chief of Resource Management and the Chief of Community Risk Reduction. The Chief of Resource Management is responsible for facilities, equipment, and logistics. The Chief of Community Risk Reduction is responsible for emergency management and public education and outreach. EMS is directed by the Division Chief of EMS with the assistance of the EMS Captain and Community Paramedicine Program Manager. The EMS Captain is responsible for the development and delivery of EMS-based continuing education, and associated curriculum. The Community Paramedicine Program Manager is responsible for community health coordination initiatives. The Fire Marshal and three Fire Prevention Specialists are responsible for code enforcement, plan review, and fire inspection duties.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	270	274	295

Summary	2023	2022	2021
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	3	4	3
Rescue & Emergency Medical Service Incident - NFIRS Series 300	710	720	710
Hazardous Condition (No Fire) - NFIRS Series 400	148	156	116
Service Call - NFIRS Series 500	652	679	593
Good Intent Call - NFIRS Series 600	353	354	368
False Alarm & Falls Call - NFIRS Series 700	464	472	390
Severe Weather & Natural Disaster - NFIRS Series 800	3	2	0
Special Incident Type - NFIRS Series 900	46	50	24
Total	2649	2711	2499

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	118	121	112
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	52	57	42
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	40	40	77
Total	210	218	231

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	128	64	136

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	620	629	611
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	48	50	61
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	37	40	43
EMS-BLS Response Calls	2878	2888	2963
EMS-ALS Response Calls	3120	3129	3092
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	2602	2635	1600
Total	9305	9371	8370

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	38	40	33
Amount of times the organization received Automatic Aid	782	800	647
Amount of times the organization provided Mutual Aid	82	84	66
Amount of times the organization provided Automatic Aid	1018	1020	920
Of the Mutual and Automatic Aid responses, amount that were structure fires	56	55	44
Total	1976	1999	1710

Grant request details

Are you requesting a Micro Grant? A Micro Grant is **No** limited to \$75,000 in federal resources.

Grand total: \$2,700,000.00

Program area: Vehicle acquisition



Activity: Vehicle acquisition **\$2,700,000.00**



Vehicle acquisition activity narrative

Vehicle inventory



Please provide the oldest model year, newest model year, and average model year of the vehicles in number of years within your organization's inventory. The types and quantities of vehicles have been prepopulated based on your inputs to the [Applicant and community trends](#) section of this application.

Vehicle type or class	Quantity	Oldest model year (e.g. 2009)	Newest model year (e.g. 2009)	Average model year (e.g. 1995)
Aerial apparatus	1	2007	2007	2007
Rescue vehicle	2	2013	2018	2015

Vehicle type or class	Quantity	Oldest model year (e.g. 2009)	Newest model year (e.g. 2009)	Average model year (e.g. 1995)
Engine or pumper	11	2008	2023	2014
Brush/quick attack	2	2001	2001	2001

Cost Items



Item: Aerial Apparatus

\$2,700,000.00

Description

The aerial apparatus contains an elevating platform and water tower that is designed to position personnel, equipment, and materials, with on-the-ready egress capabilities, and discharge water. The aerial apparatus provides the feature of carrying specialty equipment which assists in mitigating incidents other than fire. These include specialty rescue operations which include high angle, low angle, and extrication from entrapment. An aerial truck is a basic tool for rapid response, ventilation, extinguishment, and rescue operations. An aerial truck stands out in a fleet because of the highly visible 100-plus-foot ladder on the top of the truck. This can be configured in either a mid-mount or rear-mount application.

Cost 1

Quantity	Unit price	Total
1	2700000.00	\$2,700,000.00

Budget class

Equipment

More Details for Aerial Apparatus.

Project Description

A mission of BFMRD is to limit or eliminate the risk of property damage, injury, and death. In so doing, risks associated with fire, medical, and hazardous incidents need to be reduced. This funding request aids BFMRD's mission. The request is to purchase an aerial apparatus to replace an 18-year-old aerial apparatus. The current operating budget is limited and does not provide for extensive expenditures. BFMRD's FY25 budgeted revenues are only \$245,000 versus expenditures of almost \$28 million. Attempts to help bridge this budget gap have been relatively unsuccessful. BFMRD has submitted applications to FEMA in recent past years, unsuccessfully. In 2023, an aerial ladder truck funding request was submitted to Arizona Senators for Congressionally Designated Spending. One Arizona Senator submitted this funding request to the Congressional Committee, but it did not make the final selection. BFMRD has one front-line aerial apparatus to serve a population of over 114,000 people in a jurisdiction of 640 square miles. Buckeye is located west of the Phoenix metropolitan automatic aid system. The closest automatic aid aerial apparatus is over 30 minutes away from Buckeye. This leaves Buckeye with the inability to effectively provide the specialized services of elevated ladder

operations that an aerial apparatus provides. These specialized needs are uniquely provided by the equipment and appliances provided on an aerial apparatus. With an operational landscape that is changing, gaining rapid access to elevated locations is critical to life, safety, and economic security in Buckeye. The rapidly growing population has caused rapid development of multi-residential apartment complexes and Mega-Box tilt slab commercial properties. The apartments present a high-density rescue profile with elevated dwellings, while the Mega-boxes present complex commercial properties with millions of square feet under elevated roofs. The need for an aerial apparatus to serve and protect these occupancy types becomes increasingly apparent. These types of structures require a raised platform to effect rescue as occupants become trapped by smoke-filled hallways on upper floors. Commercial Tilt Slab mega-boxes require fire crews to access roofs 40-60 feet above ground during fire events, check heavy roof-mounted equipment such as HVAC systems, and extinguish rooftop fires related to systems such as solar paneling. Rapid access and extinguishment can save the building, but also ensure that the occupant can remain in business. The replacement of the 18-year-old aerial

provides the tools to aid in multi-story buildings within Buckeye and neighboring communities. These expenses directly relate to the safety mission of BFMRD. Buckeye's population has grown substantially from 50,000 in 2015 to 114,000 in 2024. The revenue generated by this growth lags behind the population explosion by several years. However, the services demanded by the population are immediate, which leaves Buckeye in a state of expenditure requirements that continuously exceed the revenue available. Operating expenditure requirements supersede capital requirements. Therefore, the need for grant funding of capital assets. The City of Buckeye's current budget reflects revenues of \$189 million and expenditures of \$221 million. This leaves a shortfall of \$22 million in the Buckeye budget. Similarly, BFMRD's budgeted revenues are only \$245,000 versus expenditures of almost \$28 million. Attempts to bridge this budget gap with grant funds over the past few years have been relatively unsuccessful. This funding request is consistent in completing the BFMRD mission. The requested equipment will be available to cities participating in the Automatic Aid Agreement. BFMRD's goal is to provide the safest environment possible. Additionally, BFMRD is committed to any required

training to the NFPA 1002 standard regarding the aerial vehicle unit.

Cost/Benefit

BFMRD's mission is safety, prevention, preparation, and management of emergency incidents in our community. According to the National Institute of Standards and Technology, the cost of firefighter injuries and deaths in the United States ranges between \$1.6 billion and \$5.9 billion annually. That equates to \$50,000 to \$200,000 for every fire department in America. The cost-benefit rate of return is between 3 and 10 years. Of course, no cost-benefit can be calculated on the human life factor. According to the National Fire Protection Association, the average cost of fires in the United States in 2023 was about \$165,000 per incident. In Buckeye, in 2023 there were 239 requests for service for fires. If an aerial with equipment cost is \$2,700,000 and fire incidents at \$165,000 average cost, then if an immediate response can prevent 16 fires, the benefit-to-cost ratio would be 1:1. Using the average fire cost of \$165,000 for 239 fire incidents equals \$39.4 million potential damages. If BFMRD can reduce that by 10% by the use of a new aerial, then the Benefit to cost ratio (BCA) equates to 1.5:1 (\$39.4 million x 10% / \$2.7 million). For the federal grant funded amount the BCA is almost 2:1. Not all deaths and injuries are preventable, but providing

efficient lifesaving equipment on the fire-ground can reduce the risk, and the equipment cost is reasonable, required, and justified. This is additive to the National Preparedness goal. If this grant remains unfunded, BFMRD personnel will continue to face these high risks and will not be properly equipped to service the community or reduce the risks. To complete BFMRD's mission in the safest and best way, BFMRD participates in the Phoenix Regional Dispatch System, sending the closest apparatus regardless of regional boundaries. As a part of this system, the 26 cities agreed on minimum staffing and equipment requirements. By providing this award to replace a failing aerial apparatus, this truck will support the extrication and elevated platform needs for the emerging challenges in Buckeye and will also serve as a response asset to our regional automatic aid partners. The aerial apparatus is equipped with specialized tools and equipment for search and rescue, vehicular extrication, ventilation, and other supplies necessary for fire suppression, property conservation, rescue, and various emergency response events. Types of emergency activities include fires, search and rescue, hazmat events, and natural disasters. The aerial apparatus plays a vital role in firefighting operations by providing an elevated platform to perform rescues and access high rooftops as

well as providing elevated master streams. Further, they carry specialized extrication equipment and medical supplies for vehicular extrications. Their versatility and ability to adapt to different types of incidents make them an essential part of a fire department's emergency response capabilities. In a 2014 study, researchers from Arizona State University, in partnership with the Phoenix Fire Department, looked at the economic impact in dollars saved. They studied 42 fires affecting 51 commercial businesses or organizations from June 1, 2012, to May 31, 2013. The study concluded that these successful interventions saved approximately 7,446 jobs over the course of a year. Keeping these businesses operational saved the state an estimated \$650 million in gross state product, as well as \$295.6 million in disposable personal income. Finally, without the Phoenix Fire Department's successful intervention at those forty-two commercial fires, state tax revenues may have fallen by an estimated \$35 million. Additional benefits that cannot be accurately measured include lost inventory, lost business revenue, temporary living accommodations, injury, and death. For the costs of this project, the grant will cover \$2 million, Buckeye will cover \$700,000 plus any administrative costs.

Statement of Effect

BFMRD responds to all hazard incident types. These include EMS, vehicle collisions, fires, rescues, and hazardous materials. BFMRD must utilize equipment that is current, relevant and maintains support. The purchase of a replacement aerial vehicle provides BFMRD with the tools required to execute these responses. BFMRD and Buckeye maintain a robust community risk reduction and code enforcement program that is inclusive of mitigating fire risk. BFMRD adopted the International Fire Code (IFC), 2018 edition, developed in concert with the International Wildland-Urban Interface (WUI) Code. These meet the intent of a FEMA-approved mitigation strategy through objectives, including but not limited to limitations on vegetation, tent regulations, permits for burning and burn dates, county dust control measures, property maintenance codes, and sprinkler and suppression system ordinances. The funding of the replacement purchase of an aerial apparatus will significantly enhance the BFMRD's overall effectiveness by improving operational capacity, reducing risks, and increasing the safety of both firefighters and the community we serve. The replacement aerial apparatus will play a critical role in BFMRD's daily operations by addressing several operational gaps, particularly in fire suppression and

rescue scenarios involving multi-story buildings, industrial facilities, and large commercial properties. Buckeye's rapid growth has resulted in an increasing number of structures that exceed the capabilities of the current ground-based equipment. The aerial apparatus will allow more efficient responses to fires in these settings by providing elevated water streams, enhanced access for rescues, and the ability to ventilate roofs in large-scale incidents. The aerial apparatus will also be utilized in vehicle extrications involving large trucks, hazardous materials incidents requiring elevated observations, and incidents involving high-angle rescues. The apparatus will improve the ability to contain and extinguish large fires before they spread to adjacent structures. Using the apparatus for residential, commercial, and industrial areas, in various capacities, ensures that it is an essential, daily-use tool. Current limitations in BFMRD's equipment mean that access to elevated areas often requires manual ladders or alternative means that compromise safety, increase response time, and expose personnel to hazardous conditions. The aerial apparatus will provide a safer, more reliable method for accessing fires and rescue situations at height, reducing the potential for injuries to firefighters and improving

overall response times. By improving BFMRD's fire suppression capabilities, the apparatus will also minimize economic losses resulting from large-scale fires in residential, commercial, and industrial areas. Faster containment of fires ensures reduced downtime for businesses, fewer displaced families, and stronger overall community resilience. The apparatus will contribute to public safety education and outreach programs, as it will be used during training sessions, school visits, and community preparedness demonstrations. BFMRD demonstrates a strong commitment to fire prevention and risk reduction through proactive code enforcement and mitigation strategies. BFMRD actively enforces the IFC, including WUI code provisions, to address fire risks in vulnerable areas. Regular inspections are conducted to ensure compliance with fire safety standards, particularly in high-risk structures such as multi-family housing, commercial buildings, and industrial facilities.

Is the vehicle you propose to buy:

Replacement of an existing apparatus

Was the vehicle you're requesting to replace built prior to the applicable NFPA vehicle standard from 1992?

No

What is the mileage of the vehicle being replaced?	71385
What is the average age of the vehicles of this type or class in your fleet? (years old)	18
What is the age of the vehicle being replaced?	18
Do you have a driver-training program equivalent to national or NFPA standards?	No
Will one be developed prior to receiving the vehicle?	Yes
Are you requesting funding for training specific to the vehicle acquisition?	Yes
If awarded, will you permanently remove the vehicle to be replaced from your organization's emergency response service?	No
Enter the type and year of manufacture for vehicle being replaced.	Pierce Manufacturing, 2007
Enter the VIN (Vehicle Identification Number) for the vehicle you are requesting to replace:	4P1CU01H37A007946
How long have you owned the vehicle you are replacing?	18
If awarded, will you develop and/or enforce standard operating policies/procedures that require: 1) all occupants to use seatbelts, 2) all drivers of	Yes

the grantee's apparatus must adhere to all traffic signs, signals and state traffic regulations?

Will this vehicle be used on Automatic and/or Mutual Aid? **Both**

How many vehicles of this type or class are currently in your fleet? **1**

How many vehicles of this type or class in your fleet were manufactured prior to 2002? **0**

Is this a converted vehicle? **No**

What is the number of calls the vehicle being replaced supported last calendar year? **284**

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Vehicle acquisition	1	\$2,700,000.00
Total	1	\$2,700,000.00

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$2,700,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$2,700,000.00
Indirect charges	\$0.00
TOTAL	\$2,700,000.00
Non-federal resources	
Applicant	\$245,454.55
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$2,454,545.45
Non-federal resources	\$245,454.55
TOTAL	\$2,700,000.00

Object class categories**Total**

Program income

\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Courtney Gomez
Grant Analyst

Primary phone
6233496159
Work

Additional phones
9518377215
Mobile

Fax

cgomez@buckeyeaz.gov

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2025 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

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

MEETING DATE: 01/21/25	AGENDA ITEM: 4.H. CC - Boards and Commissions Member Changes / Annual Reappointments, Appointments, and Removals
DATE PREPARED: 01/15/25	DISTRICT NO.: N/A
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the removal of Laine Wingfield as a Regular Member of the Buckeye Pollution Control Corporation, the appointment of Deborah Anderson as a Regular Member of the Buckeye Pollution Control Corporation with a term expiration date of December, 2030, and the reappointment of Randal Kidd, Holly Roehl, Garnett Sailor, Caleb Elms, and Anastazia McMurray as Regular Members of the Community Services Advisory Board, all with a term expiration date of December, 2028.

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 term and are eligible for an additional 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 terms as regular members or they are no longer attending meetings. New members are appointed as vacancies occur and applications demonstrating eligibility are received and reviewed by Council and staff. Members are appointed and serve at the pleasure of Council.

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

FINANCIAL IMPACT STATEMENT:

No financial impact.

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: 01/21/25	AGENDA ITEM: 4.I. CC - Approval of Minutes
DATE PREPARED: 01/15/25	DISTRICT NO.: ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the December 3, 2024 Regular Council Meeting Minutes, December 17, 2024 Council Workshop Minutes, December 17, 2024 Regular Council Meeting Minutes, and January 7, 2025 Special Council Meeting and Council Executive Session Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the December 3, 2024 Regular Council Meeting Minutes, December 17, 2024 Council Workshop Minutes, December 17, 2024 Regular Council Meeting Minutes, and January 7, 2025 Special Council Meeting and Council Executive Session Minutes.

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

FINANCIAL IMPACT STATEMENT:

No Financial Impact

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

ATTACHMENTS:

[12.03.2024 Regular Council Meeting Minutes.pdf](#)

[12.17.2024 Council Workshop Minutes.pdf](#)

[01.07.2025 Special Council Meeting and Council Executive Session Minutes.pdf](#)

[12.17.2024 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
DECEMBER 3, 2024
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.**

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

1. Call to Order/Honor Guard Procession/National Anthem Performance/Pledge of Allegiance/Roll Call/Invocation

Mayor Orsborn called the meeting to order at 6:00 p.m.; the Buckeye Union High School Marching Band performed; the City Honor Guard presented Colors; Jamaine Berry performed the National Anthem; Members of the Buckeye Youth Council led the Pledge of Allegiance; and Nate Schaus of Summit Community Church led the invocation.

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

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Community Services Director Miranda Gomez, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Aviation Director Scott Gray, Senior Traffic Engineer John Willett, and Public Works Director Bret Hodne.

Councilmember Hess presented statements regarding her time serving as Councilmember and expressed appreciation to her family, the public, fellow Councilmembers, and staff.

Mayor expressed appreciation for Councilmember Guy and Councilmember Hess's years of service to the community.

2. Adjournment of Council with Terms Ending in 2024:

Mayor Orsborn adjourned Council with terms ending 2024;

District 1: Tony Youngker
District 2: Jeanine Guy
District 3: Michelle Hess
Mayor At-Large: Eric Orsborn

3. Oath of Office Ceremony for Council Elect with Terms ending in 2028:

Tara Burke administered the Oath of Office to Tony Youngker – District 1 Councilmember .

Judge Burkholder administered the Oath of Office to Jamaine Berry – District 2 Councilmember.

Judge Burkholder administered the Oath of Office to Curtis Beard - District 3 Councilmember.

Tina, Jack and Emma Orsborn administered the Oath of Office to Eric Orsborn - Mayor At-Large.

4. Council Seated/Call to Order/Roll Call of Newly Seated Council

New members of Council were seated. Mayor Orsborn called the meeting to order at 6:23 p.m.

Members Present: Councilmember Youngker, Councilmember Berry, Councilmember HagEstad, Councilmember Beard, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

5. Public Hearings and Non-Consent - New Business

5.A Council to take action on the nomination and appointment of a Vice Mayor for a one-year term beginning December 3, 2024.

Staff Liaison: Lucinda Aja, City Clerk

A motion was made by Vice Mayor Goodman and seconded by Councilmember Youngker to nominate and appoint Councilmember Heustis as Vice Mayor for a one-year term ending in December, 2025. Motion passed unanimously.

6. Comments from the Mayor and Council

Councilmember Goodman presented statements regarding the recent election; thanked Councilmember Guy and Councilmember Hess for their service; congratulated new members of Council.

Councilmember Berry thanked the public and his family.

Councilmember Youngker thanked his family and expressed appreciation for Councilmember Guy and Councilmember Hess's years of service to the community.

Councilmember Beard thanked his family and the public.

Vice Mayor Heustis thanked Councilmember Guy and Councilmember Hess for their service; congratulated new members of Council.

Mayor Orsborn thanked the public for attending the meeting; thanked the Buckeye Union High School Band for their performance; presented statements regarding the growth of the City.

7. **City Manager's Report and Summary of Current Events** – None.

8. **Adjournment**

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:59 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on December 3, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL WORKSHOP
DECEMBER 17, 2024
MINUTES**

**City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
Immediately following the Council Executive Session/Special Meeting**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:30 p.m.

Members Present: Councilmember Youngker, Councilmember Berry, Councilmember Goodman, Councilmember HagEstad, Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Water Resources Director Terry Lowe, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, and Communications and Intergovernmental Affairs Director Annie DeChance.

2. Workshop Items

2.A Presentation and discussion regarding The Landing Specific Area Plan.

Staff Liaison: Sean Banda, Senior Planner

Mr. Banda opened the presentation and introduced Ed Boik with Matrix Design Studio. Mr. Boik provided information regarding The Landing Specific Area Plan (SAP). The project under review focuses on a Specific Area Plan south of I-10 along Verrado Way, spanning over 2,000 acres; vicinity maps were displayed. The project aims to enhance land use planning and regulatory tools for public spaces while maintaining collaboration with private landowners. Extensive community engagement and technical reviews have shaped land use scenarios, ensuring feasibility and alignment with policies. A draft market study indicates the area can support 8,000 to 11,000 housing units, targeting younger professionals and families with walkable, mixed-use developments. The plan also aims to attract industries like education, health services, and research to drive economic growth and capitalize on existing and emerging assets. The draft land use scenarios are conceptual and aim to gather feedback on preferred elements, potential challenges, and impractical ideas. These scenarios focus on maximizing the area's potential, considering campus-style developments near I-10, recreation opportunities with Maricopa County flood control, and maintaining a unified design character across three distinct sub-areas. Economic strategies will require state-level support and partnerships. Traffic flow and road infrastructure, including a potential interchange at Dean Road, are prioritized to ensure accessibility. The draft illustrates a neo-traditional layout with neighborhoods surrounding a central core for civic and economic activity, designed to create a unique, walkable environment. Based on questions from Vice Mayor Heustis, Mr. Boik provided further clarification regarding traffic impact considerations

December 17, 2024 Council Workshop Minutes

with growth in the area. Regardless of whether the Buckeye Landing plan is implemented, the area is expected to accommodate the projected number of housing units, as it aligns with Luke Air Force Base's graduated density guidelines and existing zoning. Developers will likely purchase land from the State and other entities to meet this demand. Traffic management and infrastructure planning will remain priorities, ensuring development does not worsen traffic conditions, with developers contributing to maintaining safe and efficient infrastructure. The discussion emphasized that the proposed Buckeye Landing development will require significant infrastructure improvements, particularly interchange upgrades, which are being considered by traffic and city engineers. The plan focuses on creating a vibrant, mixed-use core with pedestrian-friendly spaces, parks, and entertainment, while transitioning to lower-density residential areas on the periphery to protect neighborhoods. Two planning approaches were outlined: a master-planned layout with concentrated density and buffers or a grid-based design inspired by cities like Barcelona, offering flexibility and incremental development but requiring extensive infrastructure investment. Both concepts aim to attract high-quality industries and tourism while enhancing the area's economic and community appeal. Mr. Banda provided additional information regarding State land. The importance of creating a SAP to guide development in the area was discussed. Councilmember Berry presented statements regarding the height of buildings in the area. Mr. Boik stated view sheds have been considered, and the intent is that those view sheds will be preserved. General discussion was held regarding possible tours of similar developments in the Valley.

3. Adjournment.

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:32 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on December 17, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
JANUARY 7, 2025
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:30 p.m.**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:33 p.m.

Members Present: Councilmember Berry, Councilmember HagEstad, Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: Councilmember Youngker and Councilmember Goodman.

Departments Present: City Manager Dan Cotterman, City Attorney Scott McCoy, City Clerk Lucinda Aja, Water Resources Director Terry Lowe, and Attorney Michael Pearce.

2. Convene into Executive Session

At 3:34 p.m. a motion was made by Vice Mayor Heustis and seconded by Councilmember HagEstad to convene into Executive Session pursuant to A.R.S. 38-431.03 A.4 for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations and A.R.S. 38-431.03 A.7 for the discussion or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, each relating to the Agreement for Purchase and Sale of a Lot with Groundwater Rights and Escrow Instructions between the City of Buckeye and the Harquahala Valley Landowners, LLC. Motion passed unanimously.

3. Reconvene into Public Meeting

At 4:35 p.m. a motion was made by Councilmember HagEstad and seconded by Vice Mayor Heustis to reconvene into the Public Meeting. Motion passed unanimously.

4. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 4:35 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

January 7, 2025 Special Council Meeting and Council Executive Session Minutes

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on January 7, 2025. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
DECEMBER 17, 2024
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.**

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

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Dawn Cheatham of Forever in His Service Ministry led the invocation; Councilmember Youngker led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember HagEstad (via Microsoft Teams), Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Community Services Director Miranda Gomez, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Aviation Director Scott Gray, Acting Engineering Director John Willett, and Public Works Director Bret Hodne.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to approve Items *4.A, *4.B, *4.C,

***4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.J, *4.K, *4.L, *4.M, *4.N, *4.O, *4.P, *4.Q, *4.R, *4.S, *4.T., *4.U, *4.V, *4.W, *4.X, *4.Y, *4.Z, *4.AA, *4.AB, *4.AC, and *4.AD. Motion passed unanimously.**

- *4.A Council to take action on a 5-year contract between the City of Buckeye and AXON Enterprise, Inc., relating to the purchase of new tasers along with enhanced training applications; and authorizing the City Manager to execute the agreement.**

Staff Liaison: Robert Sanders, Chief of Police

Council approved a 5-year contract between the City of Buckeye and AXON Enterprise, Inc., relating to the purchase of new tasers along with enhanced training applications; and authorizing the City Manager to execute the agreement.

- *4.B Council to take action on approving the Second Amendment to the Cooperative Purchase Agreement between the City of Buckeye and Axon Enterprise, Inc., relating to the retention and acquisition of new body cameras and Tasers along with enhanced training applications; and authorizing the City Manager to execute and deliver said Second Amendment.**

Staff Liaison: Robert Sanders, Chief of Police

Council approved the Second Amendment to the Cooperative Purchase Agreement between the City of Buckeye and Axon Enterprise, Inc., relating to the retention and acquisition of new body cameras and Tasers along with enhanced training applications; and authorizing the City Manager to execute and deliver said Second Amendment.

- *4.C Council to take action on a final plat titled Homes at Susan Ranch, generally located east of the northeast corner of Miller and Lower Buckeye Roads.**

Staff Liaison: Andrea Marquez, Senior Planner

Council approved a final plat titled Homes at Susan Ranch, generally located east of the northeast corner of Miller and Lower Buckeye Roads.

- *4.D Council to take action on Resolution No. 82-24 accepting a Petition for Formation of a Street Lighting Improvement District (SLID); declaring its intention to form a SLID; designating such District as the "City of Buckeye Street Lighting Improvement District No. SLID 2024-005"; providing the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution. SLID generally covers the shopping center located at the southeast corner of Miller and Broadway Road.**

Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 82-24 accepting a Petition for Formation of a Street Lighting Improvement District (SLID); declaring its intention to form a SLID; designating such District as the "City of Buckeye Street Lighting Improvement District No. SLID 2024-005"; providing the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution. SLID generally covers the shopping center located at the southeast corner of Miller and Broadway Road.

- *4.E Council to take action on a Minor Subdivision titled "Yuma Climate Controlled Self Storage" concerning approximately 5.7 acres of real property located at the southwest corner of West Yuma Road and South 247th Avenue.**

Staff Liaison: Patricia Cooley, Planner I

Council approved a Minor Subdivision titled "Yuma Climate Controlled Self Storage" concerning approximately 5.7 acres of real property located at the southwest corner of West Yuma Road and South 247th Avenue.

- *4.F Council to take action on a Minor Subdivision titled "The Mix" on approximately 30.02 net acres of property located at the southeast corner of Verrado Way and Roosevelt Street.**
Staff Liaison: Ken Galica, Planning Manager

Council approved a Minor Subdivision titled "The Mix" on approximately 30.02 net acres of property located at the southeast corner of Verrado Way and Roosevelt Street.

- *4.G Council to take action on the appointment of John Gaylord, Esq., as an Administrative Hearing Officer for the City of Buckeye to hear Appeals of Municipal Actions pursuant to A.R.S. § 9-500.12, et seq. and City Code Chapter 7, Article 8, Section 8.13.3.**
Staff Liaison: Brian Craig, Development Services Director

Council approved the appointment of John Gaylord, Esq., as an Administrative Hearing Officer for the City of Buckeye to hear Appeals of Municipal Actions pursuant to A.R.S. § 9-500.12, et seq. and City Code Chapter 7, Article 8, Section 8.13.3.

- *4.H Council to take action to approve descope and reducing the budgets for two (2) Capital Improvement Projects (CIP) for Fiscal Year 25, namely \$1,250,000 from CIP No.107910 Arizona Water Company Water Line Interconnect and \$750,000 from CIP No. 102440 Valencia System Water Mains Upgrade; to reestablish CIP No.105910 EPCOR Water Line Interconnect, in the amount of \$2,000,000; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the CIP No.105910 funding.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved descope and reducing the budgets for two (2) Capital Improvement Projects (CIP) for Fiscal Year 25, namely \$1,250,000 from CIP No.107910 Arizona Water Company Water Line Interconnect and \$750,000 from CIP No. 102440 Valencia System Water Mains Upgrade; to reestablish CIP No.105910 EPCOR Water Line Interconnect, in the amount of \$2,000,000; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the CIP No.105910 funding.

- *4.I Council to take action on Change Order No. 1 (Contract No. 2025036) between the City of Buckeye and Mountain States Pipe & Supply Co.; and authorize the City Manager to execute said contract.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Change Order No. 1 (Contract No. 2025036) between the City of Buckeye and Mountain States Pipe & Supply Co.; and authorize the City Manager to execute said contract.

- *4.J Council to take action on Change Order #1 to the Cooperative Contract Purchase Addendum (CCPA), No. 2023061 between the City of Buckeye and Fortiline, Inc; and authorize the City Manager to execute and deliver said contract.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Change Order #1 to the Cooperative Contract Purchase Addendum (CCPA), No. 2023061 between the City of Buckeye and Fortiline, Inc; and authorize the City Manager to execute and deliver said contract.

***4.K Council to take action on the Agreement for Water Service for the Algodon Development between the City of Buckeye, Ashton Woods Arizona, L.L.C., Starlight Homes Arizona L.L.C., and CW - Algodon, LLC.**

Staff Liaison: Terry Lowe, Water Resources Director

Council approved Council to take action on the Agreement for Water Service for the Algodon Development between the City of Buckeye, Ashton Woods Arizona, L.L.C., Starlight Homes Arizona L.L.C., and CW - Algodon, LLC.

***4.L Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025250) between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to CIP No.100980 Tartesso Communications Tower (also known as Tartesso Buckeye Tower (TART)); and authorize the City Manager to execute the CCPA on behalf of the City.**

Staff Liaison: James Zwerg, CIP Project Manager

Council approved the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025250) between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to CIP No.100980 Tartesso Communications Tower (also known as Tartesso Buckeye Tower (TART)); and authorize the City Manager to execute the CCPA on behalf of the City.

***4.M Council to take action on the Intergovernmental Agreement (IGA) between the City of Buckeye, an Arizona municipal corporation, and Buckeye Water Conservation and Drainage District, an irrigation and water conservation district, for a bridge crossing and concomitant easement for public roadway and utilities, in connection with Capital Improvement Project (CIP) No. 105660 Rooks Road Bridge Project at BID, in an amount not to exceed \$3,523,418.58; and authorize the City Manager to finalize the IGA in substantially the form and format presented, and to execute and deliver the same; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the IGA.**

Staff Liaison: James Zwerg, CIP Project Manager

Council approved the Intergovernmental Agreement (IGA) between the City of Buckeye, an Arizona municipal corporation, and Buckeye Water Conservation and Drainage District, an irrigation and water conservation district, for a bridge crossing and concomitant easement for public roadway and utilities, in connection with Capital Improvement Project (CIP) No. 105660 Rooks Road Bridge Project at BID, in an amount not to exceed \$3,523,418.58; and authorize the City Manager to finalize the IGA in substantially the form and format presented, and to execute and deliver the same; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the IGA.

***4.N Council to take action on the Purchase and Sale Agreement (With Escrow Instructions), between the City of Buckeye, an Arizona municipal corporation, and Grace Chapel at Glen Eden Gardens, an Arizona nonprofit corporation, in substantially the form and substance as on file with the City Clerk, for the purchase of necessary right of way, consisting of approximately 2.49 acres, to improve Durango from Miller Road to Yuma Road; and to authorize the City Manager to execute and deliver, on behalf of the City, the Purchase Sale Agreement and all documents related to an escrow transaction for the acquisition of such real property.**

Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager

Council approved the Purchase and Sale Agreement (With Escrow Instructions), between the City of Buckeye, an Arizona municipal corporation, and Grace Chapel at Glen Eden Gardens, an Arizona

nonprofit corporation, in substantially the form and substance as on file with the City Clerk, for the purchase of necessary right of way, consisting of approximately 2.49 acres, to improve Durango from Miller Road to Yuma Road; and to authorize the City Manager to execute and deliver, on behalf of the City, the Purchase Sale Agreement and all documents related to an escrow transaction for the acquisition of such real property.

- *4.O Council to take action on Change Order No. 2 to the Professional Services Agreement between the City of Buckeye, an Arizona municipal corporation, and LJA Engineering, Inc., a Texas corporation, by adding additional services in the amount of up to \$258,400 for a total amount not to exceed \$900,400 for services related to the development and implementation of the City of Buckeye Capital Improvement Plan (CIP); and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**

Staff Liaison: Javier Setovich, Deputy City Manager

Council approved Change Order No. 2 to the Professional Services Agreement between the City of Buckeye, an Arizona municipal corporation, and LJA Engineering, Inc., a Texas corporation, by adding additional services in the amount of up to \$258,400 for a total amount not to exceed \$900,400 for services related to the development and implementation of the City of Buckeye Capital Improvement Plan (CIP); and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.P Council to take action to approve the Cooperative Contract Purchase Addendum, Contract No. 2025217 with Safeware, Inc. between the City of Buckeye, an Arizona municipal corporation, and Safeware, Inc., a Maryland corporation; and authorizing the City Manager to execute and deliver said Cooperative Contract Purchase Addendum (CCPA) on behalf of the City of Buckeye.**

Staff Liaison: Rob Roach, Grant Program Manager

Council approved the Cooperative Contract Purchase Addendum, Contract No. 2025217 with Safeware, Inc. between the City of Buckeye, an Arizona municipal corporation, and Safeware, Inc., a Maryland corporation; and authorizing the City Manager to execute and deliver said Cooperative Contract Purchase Addendum (CCPA) on behalf of the City of Buckeye.

- *4.Q Council to approve Resolution No. 79-24 for the designation of the applicant's Authorized Representative and Alternate Authorized Representative forms submission to the Arizona Department of Emergency and Military Affairs, which designates the City's representatives for applying for certain public assistance; and authorizing the Applicant's Authorized Representatives to execute and deliver said application on behalf of the City of Buckeye.**

Staff Liaison: Rob Roach, Grant Program Manager

Council adopted Resolution No. 79-24 for the designation of the applicant's Authorized Representative and Alternate Authorized Representative forms submission to the Arizona Department of Emergency and Military Affairs, which designates the City's representatives for applying for certain public assistance; and authorizing the Applicant's Authorized Representatives to execute and deliver said application on behalf of the City of Buckeye.

- *4.R Council to approve the submission of a \$96,000 Museums for America Grant application through the Institute of Museum and Library Services for the restoration, preservation, and display of the City of Buckeye's Magistrate Book Number 1 and the original founders' bond documents. The project also includes the digitization of the restored documents, the purchase of a tamper-evident archival display case, and educational materials and exhibits.**

Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a \$96,000 Museums for America Grant application through the Institute of Museum and Library Services for the restoration, preservation, and display of the City of Buckeye's Magistrate Book Number 1 and the original founders' bond documents. The project also includes the digitization of the restored documents, the purchase of a tamper-evident archival display case, and educational materials and exhibits.

- *4.S Council to take action on the approval, acceptance, and execution of Grant Award Number 15PBJA-24-GG-04436-BWCX, from the US Department of Justice, Office of Justice, Bureau of Justice Assistance Fiscal Year 24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies, in the amount of \$200,000, to support the replacement and expansion of 200 new Body-Worn Cameras (BWCs) over a 36-month period, 200 Auto-Transcribe service licenses for 36 months, and 200 Redaction Assistant licenses for 36 months; to authorize the City Manager to execute and deliver the Grant Award; and to authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Grant Award.**

Staff Liaison: Rob Roach, Grant Program Manager

Council approved the acceptance, and execution of Grant Award Number 15PBJA-24-GG-04436-BWCX, from the US Department of Justice, Office of Justice, Bureau of Justice Assistance Fiscal Year 24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies, in the amount of \$200,000, to support the replacement and expansion of 200 new Body-Worn Cameras (BWCs) over a 36-month period, 200 Auto-Transcribe service licenses for 36 months, and 200 Redaction Assistant licenses for 36 months; to authorize the City Manager to execute and deliver the Grant Award; and to authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Grant Award.

- *4.T Council to take action on Contract No. 2025222 for City-wide Custodial Services between the City of Buckeye, an Arizona municipal corporation (the "City"), and CCS Facility Services – Arizona Inc. a Delaware corporation (the "Contractor"), for custodial services throughout all city facilities in the City of Buckeye.**

Staff Liaison: Bret Hodne, Public Works Director

Council approved Contract No. 2025222 for City-wide Custodial Services between the City of Buckeye, an Arizona municipal corporation (the "City"), and CCS Facility Services – Arizona Inc. a Delaware corporation (the "Contractor"), for custodial services throughout all city facilities in the City of Buckeye.

- *4.U Council to take action on Resolution No. 81-24 approving the Transit Services Amendment between the City of Buckeye and the Regional Public Transportation Authority dba Valley Metro (Contract #109-75-2025-04-00), for the changes to the fixed route bus service costs; and authorizing the City Manager to execute and deliver said Contract and related documents on behalf of the City of Buckeye.**

Staff Liaison: John Willett, Acting Director of Engineering

Council adopted Resolution No. 81-24 approving the Transit Services Amendment between the City of Buckeye and the Regional Public Transportation Authority dba Valley Metro (Contract #109-75-2025-04-00), for the changes to the fixed route bus service costs; and authorizing the City Manager to execute and deliver said Contract and related documents on behalf of the City of Buckeye.

- *4.V Council to take action to approve the Federal Aviation Administration Contract Tower Program Application and Memorandum of Understanding (MOU); and to authorize the City Manager to execute and deliver said application and MOU on behalf of the City of Buckeye.**
Staff Liaison: Scott Gray, Aviation Director

Council approved the Federal Aviation Administration Contract Tower Program Application and Memorandum of Understanding (MOU); and to authorize the City Manager to execute and deliver said application and MOU on behalf of the City of Buckeye.

- *4.W Council to take action approving Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2024144) between the City of Buckeye and Matlick Enterprises Inc., DBA United Fire Equipment Company for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**
Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2024144) between the City of Buckeye and Matlick Enterprises Inc., DBA United Fire Equipment Company for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.X Council to take action on Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2024145) between the City of Buckeye and Motorola Solutions, Inc. for public communications equipment and services; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**
Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2024145) between the City of Buckeye and Motorola Solutions, Inc. for public communications equipment and services; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.Y Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025155) between the City of Buckeye and Municipal Emergency Services, Inc. for Self-Contained Breathing Apparatus; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**
Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025155) between the City of Buckeye and Municipal Emergency Services, Inc. for Self-Contained Breathing Apparatus; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.Z Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025160) between the City of Buckeye and Municipal Emergency Services, Inc. for Personal Protective Equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**
Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025160) between the City of Buckeye and Municipal Emergency Services, Inc. for Personal Protective Equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.AA Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (No. 2025252) between the City of Buckeye and Stryker Sales, LLC. for EMS equipment and maintenance services and authorize the City Manager to execute and deliver said CCPA on behalf of the city.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved the Cooperative Contract Purchase Addendum (CCPA) (No. 2025252) between the City of Buckeye and Stryker Sales, LLC. for EMS equipment and maintenance services and authorize the City Manager to execute and deliver said CCPA on behalf of the city.

- *4.AB Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025158) between the City of Buckeye and Municipal Emergency Services, Inc. for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) (No. 2025158) between the City of Buckeye and Municipal Emergency Services, Inc. for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.AC Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) No. 2025225 between the City of Buckeye and Sea-Western, Inc. for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) No. 2025225 between the City of Buckeye and Sea-Western, Inc. for firefighting equipment; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.AD Council to take action to grant the Franchise Agreement between Southwest Gas Corporation, a California corporation, and the City of Buckeye, Arizona, in the form filed and published; to authorize the Mayor to execute and deliver the Franchise Agreement; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said Franchise Agreement.**

Staff Liaison: K. Scott McCoy, City Attorney

Council approved granting the Franchise Agreement between Southwest Gas Corporation, a California corporation, and the City of Buckeye, Arizona, in the form filed and published; to authorize the Mayor to execute and deliver the Franchise Agreement; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said Franchise Agreement.

5. Continued / Tabled Public Hearings – None.

6. Public Hearings and Non-Consent - New Business Items

- 6.A Council to hold a public hearing and take action on Ordinance No. 27-24 amending the Zoning Map of the City of Buckeye for approximately .07 acres located approximately at the southeast corner of Baseline Road and East 3rd Avenue from Special Use (SU) to Downtown Residential (DR).**

Staff Liaison: Jarek Dunn, Planner I

Mr. Dunn provided information regarding rezone Ordinance No. 27-24; vicinity maps were displayed. The applicant is requesting approval of a rezone of approximately .07 acres located approximately at the southeast corner of Baseline Road and East 3rd Avenue. The request is to rezone the property from Special Use (SU) to Downtown Residential (DR) to allow for the development of the property with a residential duplex in accordance with the vision of the Historic Downtown Buckeye Activity Center and Downtown Buckeye Specific Area Plan. Public participation included two neighborhood meetings, where septic system feasibility was the main concern, which the applicant addressed. The property will have City services, except sewer, with an on-site septic system. Mayor Orsborn opened a public hearing at 6:11 p.m. to hear citizen input regarding the proposed rezone. There being no comments, Mayor Orsborn closed the public hearing at 6:12 p.m. A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to adopt Ordinance No. 27-24 amending the Zoning Map of the City of Buckeye for approximately .07 acres located approximately at the southeast corner of Baseline Road and East 3rd Avenue from Special Use (SU) to Downtown Residential (DR). Motion passed unanimously.

6.B Council to hold a public hearing and take action on Ordinance No. 30-24 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye December 2024 Development Code Article 8 Update;" adopting the same by reference; amending Chapter 7, Development Code, Article 8, Review and Approval Procedures, as set forth in the "City of Buckeye December 2024 Development Code Article 8 Update;" providing for repeal of conflicting ordinances and provisions; and providing for severability.

Staff Liaison: Mandy Woods, Senior Planner

Ms. Wood presented information regarding Ordinance No. 30-24. The City of Buckeye Development Services Department is requesting approval of amendments to Development Code Article 8 in order to comply with the requirements of Arizona State Legislature Senate Bill 1162, signed on April 23, 2024, by the Governor of Arizona. The legislation requires municipalities to adopt an amendment to their zoning ordinances, adding language addressing the administrative completeness of residential rezoning applications. Cities are required to comply with the statute by amending their respective codes by no later than January 1, 2025. The change has minimal procedural impacts since similar practices are already in place. No public comments have been received. Mayor Orsborn opened a public hearing at 6:18 p.m. to hear citizen input regarding Ordinance No. 30-24. There being no comment, Mayor Orsborn closed the public hearing at 6:18 p.m. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 30-24 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye December 2024 Development Code Article 8 Update;" adopting the same by reference; amending Chapter 7, Development Code, Article 8, Review and Approval Procedures, as set forth in the "City of Buckeye December 2024 Development Code Article 8 Update;" providing for repeal of conflicting ordinances and provisions; and providing for severability. Motion passed unanimously.

6.C Council to hold a public hearing and take action on Ordinance No. 29-24 amending the zoning map of the City of Buckeye for approximately 17.89 acres of land located approximately 1000 feet east of the northeast corner of north Verrado Way and west Fillmore Street, from Commercial Center (CC) to Multi-Family 2 (MF-2).

Staff Liaison: Mandy Woods, Senior Planner

Ms. Woods presented information regarding Rezone Ordinance No. 29-24; vicinity maps were displayed. The applicant is requesting approval of a rezone of 17.89 acres located 1,000 feet east of the northeast corner of Verrado Way and Fillmore Street from Commercial Center (CC) to Multi-Family 2 (MF-2) to facilitate development of a multi-family residential community. The project, led by developer High Street Ventures, plans a 510-unit multifamily residential community with a proposed density of 28.5

units per acre. The site aligns with the general plan's vision for The Landing, an activity center aimed at employment, education, entertainment, and diverse living opportunities. A neighborhood meeting was held in August with no public participants, and all legal notifications have been completed. The developer is working on necessary infrastructure improvements and coordinating with local school districts. Staff recommend approval, as the proposal supports general plan goals, conforms with development codes, and aligns with Luke Air Force Base density guidelines. The applicant is present for additional input. Katie Rounds of The Kaidence Group presented on behalf of High Street Ventures, requesting approval to rezone an 18-acre parcel near Summit Church on Fillmore Street from Commercial Center (CC) to Multifamily 2 (MF-2). High Street Ventures, a British Columbia-based developer, focuses on environmentally sustainable, net-zero multifamily communities. This project will feature 510 apartment homes, targeting young professionals in the area, with amenities like EV charging, solar power, a clubhouse, fitness center, indoor bike café, rain-harvesting gardens, and dog paths. The project aims to be Arizona's first fully net-zero multifamily community, offsetting all energy consumption. Rounds expressed appreciation for city staff and emphasized High Street's commitment to quality, sustainability, and long-term ownership. She concluded by highlighting the community's walkability and connectivity to local outdoor amenities. Vice Mayor Heustis requested information regarding improvements to Fillmore Street. Ms. Rounds stated conversations regarding Fillmore Street are ongoing in order to fully construct Fillmore Street to its ultimate width, with an improved center median for aesthetics, and a signalized intersection at Fillmore Street and Verrado Way. Based on questions from Councilmember Youngker, Ms. Woods provided further information regarding surrounding properties and their uses. Mayor Orsborn opened a public hearing at 6:35 p.m. to hear citizen input regarding rezone Ordinance No. 29-24. There being no comment, Mayor Orsborn closed the public hearing at 6:35 p.m. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 29-24 amending the zoning map of the City of Buckeye for approximately 17.89 acres of land located approximately 1000 feet east of the northeast corner of north Verrado Way and west Fillmore Street, from Commercial Center (CC) to Multi-Family 2 (MF-2). Motion passed unanimously.

7. Comments from the Mayor and Council

Vice Mayor Heustis welcomed new Councilmembers Beard and Berry.

Councilmember Goodman welcomed new Councilmembers Beard and Berry.

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

Mr. Cotterman presented a summary of current events.

9. Proposals for Future Agenda Items – None.

10. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:38 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on December 17, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/21/25	AGENDA ITEM: 5.A. DS - PH Ventana Ranch 2 Minor General Plan Amendment
DATE PREPARED: 01/15/25	DISTRICT NO.: No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. The item and the accompanying public hearing is continued to the February 4, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Resolution No. 02-25 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.

A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City's Business Park (BP) zoning district, allowing for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City's General Plan. Approval of both requests will facilitate development of a 44-acre business park on the subject property and adjoining 11-acre commercial corner (not included in this General Plan Amendment request).

The Planning and Zoning Commission recommended approval of this request and the companion rezoning on October 8, 2024. This item was continued to the January 21, 2025 agenda by the request of the applicant at the November 19, 2024 Council Meeting.

Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits.

BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, "Non-residential development is considerate of existing and future adjacent residential uses."
2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, "Mixed-use land patterns are developed in appropriate areas throughout the community."
3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: "The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and General Plan Policy G-7.3 "The City of Buckeye will have an average of one-to-one jobs per household".
4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
5. Provide for high quality landscape design and architecture that enhances Buckeye's aesthetic, with industrial site functions not visible from off property.

FINANCIAL IMPACT STATEMENT:

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FINANCIAL IMPACT STATEMENT:

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

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

ATTACHMENTS:

[PLZU-24-0001 Ventana Ranch 2 Minor GPA Council Staff Report 1-21-25.docx](#)

[Exhibit A - Aerial Vicinity Map.pdf](#)

[Exhibit B - Zoning Map.pdf](#)

[Exhibit C - Existing General Plan Land Use Map.pdf](#)

[Exhibit D - Proposed General Plan Land Use Map.pdf](#)

[Exhibit E - General Plan Amendment Narrative.pdf](#)

[Exhibit F - Citizen Participation Report.pdf](#)

[Exhibit G - Written Opposition and Support.pdf](#)

[Resolution_No._02-25__formerly_68-24__Ventana_Ranch_Minor_GPA_Final_Updated 1-9-25.pdf](#)

[Ventana_Ranch_2_GPA___Rezone_-_Council_PPT_1-21-25 \(4\).pptx](#)



MINOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER: PLZU-24-0001

TITLE: Ventana Ranch Minor General Plan Amendment

MEETING DATE: January 21, 2025

Applicant: William Lally, Tiffany & Bosco, P.A.

Owner(s): Lennar Arizona, LLC

Request: Minor General Plan Amendment changing the land use designation of approximately 43.87 acres east of the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce

District: 2

Location: Approximately 1,300 feet east of the northeast corner of Watson Road and Southern Avenue (Exhibits A, B, C, and D)

Site size: Approximately 43.87 acres

Public input: An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request. Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval. This item was continued to the January 21, 2025 Council meeting by request of applicant at the November 19, 2024 Council meeting.

Recommendation: Adoption of Resolution No. 68-24, approving Case PLZU-24-0001

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as “Imagine Buckeye 2040” or simply the “General Plan”) is used by the City to guide Buckeye’s future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye’s future while retaining the community’s distinctive character and culture.
2. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting (Exhibit E) approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The purpose of the existing and proposed land use categories is as follows:
 - The Neighborhood designation is applied to areas that are expected to develop with a broad range of residential types and densities, including single-family attached, single-family detached, and multi-family homes. Other land uses that support and contribute to the livability of neighborhoods, such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses are also permitted in the Neighborhood designation.
 - The Business Commerce is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.
3. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City’s Business Park (BP) zoning district, allowing for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City’s General Plan.
4. The PAD includes an additional 11.18 acres near the intersection of Southern Avenue and Watson Road upon which neighborhood-serving commercial uses are proposed. The 11.18 acres are not included in this General Plan Amendment request, as neighborhood-serving commercial uses are permitted in the property’s existing Neighborhood land use designation.

5. Lennar is also processing a Preliminary Plat for a 419-lot single-family residential subdivision on the 92.62 acres immediately north of the subject property extending north to Roeser Road. The Preliminary Plat will proceed forward to Planning and Zoning Commission when all review comments have been addressed. The single-family residential use is permitted by current PR zoning.
6. Any change to the General Plan's Future Land Use Map involving more than 160 acres, or any change within the Luke Compatible Area (LCA) designation, requires a Major General Plan Amendment (GPA). Any requests that do not meet the Major Amendment criteria are considered Minor General Plan Amendments. Comprised of 43.87 acres and not located within the LCA, this proposal constitutes a Minor GPA.

AREA CONTEXT:

7. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

8. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500 foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit F.

9. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
10. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit G to this staff report.
11. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
12. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

13. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
14. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
15. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.
16. *November 5, 2024:* At the request of the applicant, this item was continued to the November 19, 2024 Council meeting.
17. *November 19, 2024:* At the request of the applicant, this item was continued to the January 21, 2025 Council meeting.

ANALYSIS:

18. The requested General Plan Amendment changing the land use designation of approximately 43.87 acres to Business Commerce will support rezoning and development of the subject property with commercial and/or light industrial uses in a business park, industrial park, or campus setting featuring high-quality site and building design. Heavy industrial uses and outdoor uses are not permitted in this category.
19. The proposed Business Commerce designation does not support rezoning to districts such as Light Industrial (I-1) or Heavy Industrial (1-2), where larger scale, single-building and/or heavier industrial could be developed. As previously noted, development within this category must occur within a business park/campus setting, with an expectation that any industrial function is not visible from off property. To this end, staff has recommended the concurrent rezoning be conditioned upon a limitation on the size of any individual building to a maximum of 200,000 square feet, with cross-dock distribution centers prohibited.
20. With large scale industrial uses occurring south of Southern Avenue (including the approximately 2 million square foot Ross Distribution Center and the nearly as large Walmart Distribution Center) and single-family residential uses planned or existing north of Southern Avenue (including Ventana Ranch north of Roeser and Ventana Ranch 2 immediately north of this site), application of the proposed Business Commerce land use designation and subsequent development of the site with an appropriately scaled business park will provide a more complimentary land use transition than if residential lots backed up to Southern Avenue.
21. In addition to the proposed General Plan Amendment and concurrent rezoning, approval of a Site Plan application by the Planning and Zoning Commission will be required. At the time of that submittal, Staff will ensure that the proposed development provides adequate buffering between adjacent single-family uses and features high quality design that minimizes views of any industrial function to confirm consistency with the Business Commerce land use designation.
22. The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:
 - Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

- Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.”
- Further the City’s Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one to one jobs per household”.
- Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
- Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

RECOMMENDATION:

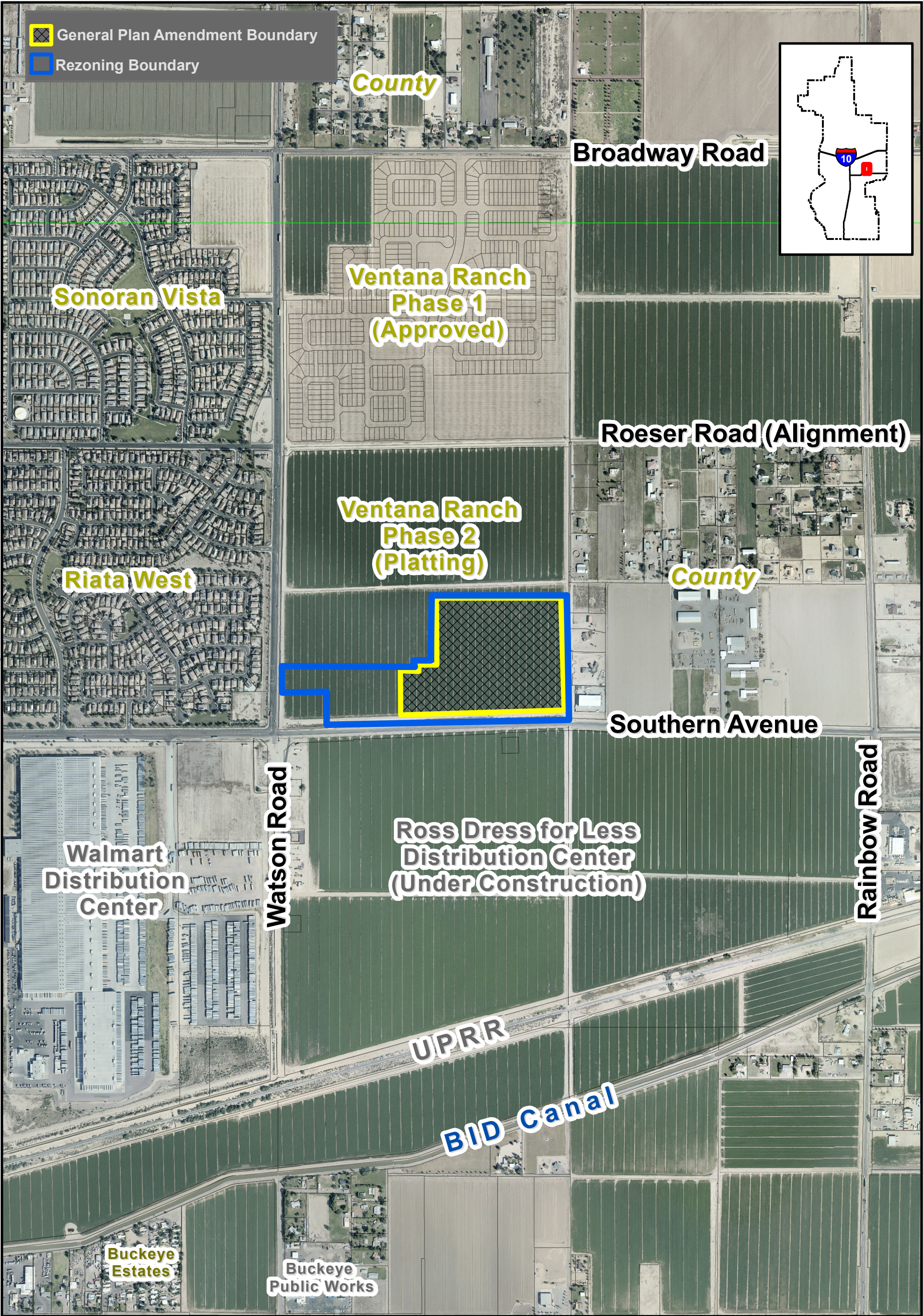
23. Staff recommends that City Council conduct a public hearing and adopt Resolution No. 68-24, approving a Minor General Plan Amendment for Ventana Ranch 2 (Case PLZU-24-0001).

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – Existing General Plan Land Use Map
- Exhibit D - Proposed General Plan Land Use Map
- Exhibit E – General Plan Amendment Narrative
- Exhibit F – Citizen Participation Report
- Exhibit G – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

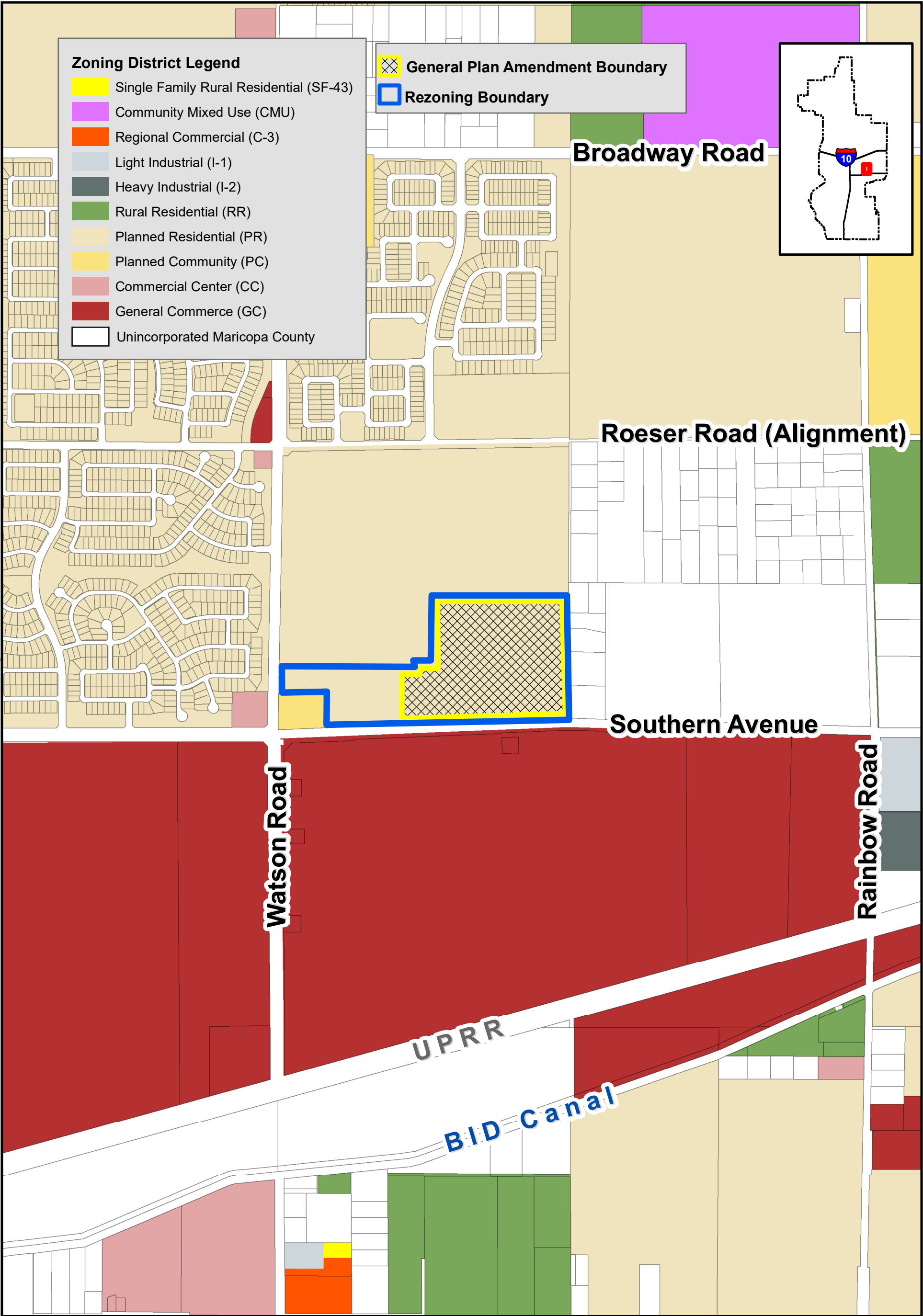
Reviewed By:
Adam Copeland, Deputy Planning Director



VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2

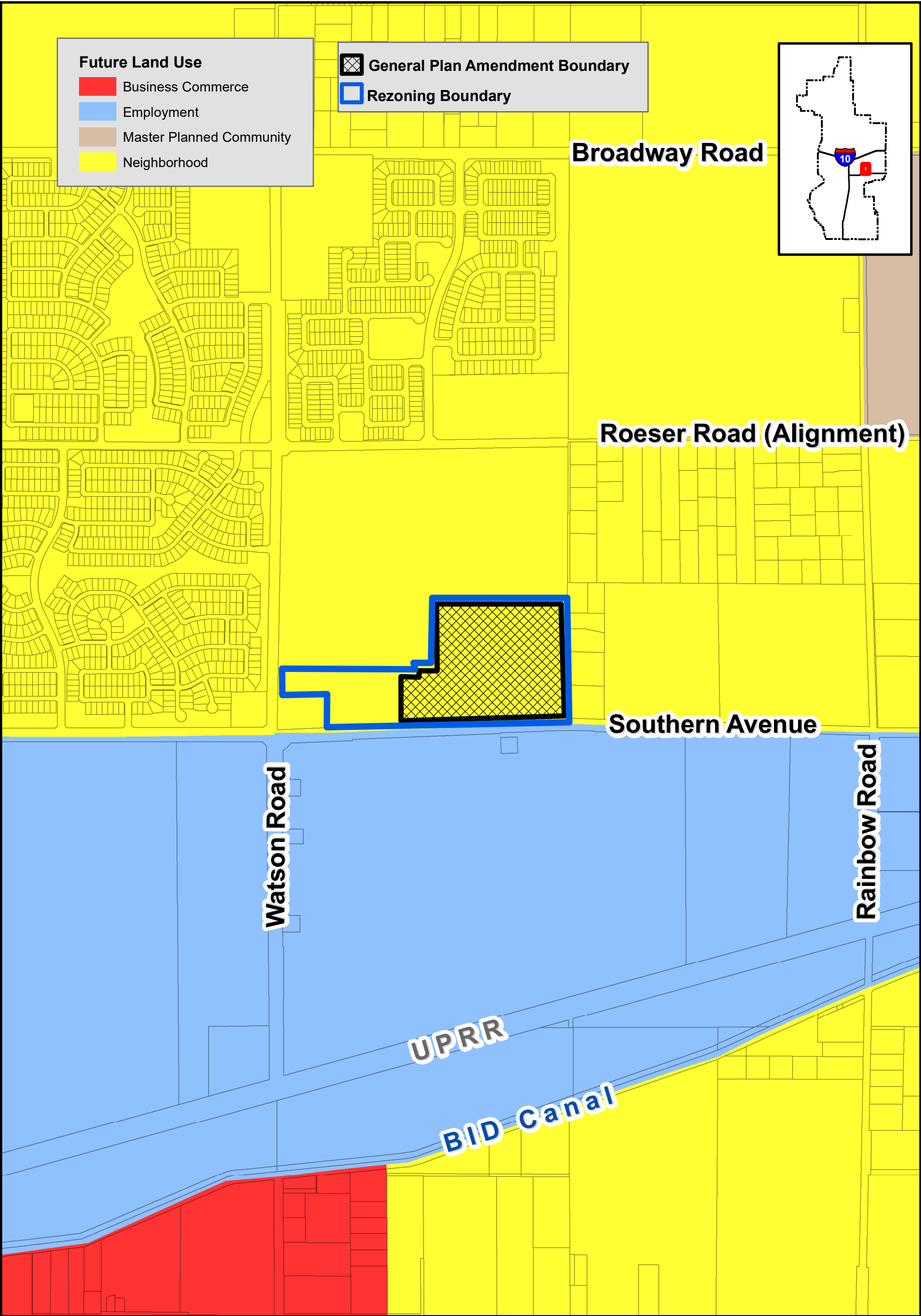


ZONING MAP

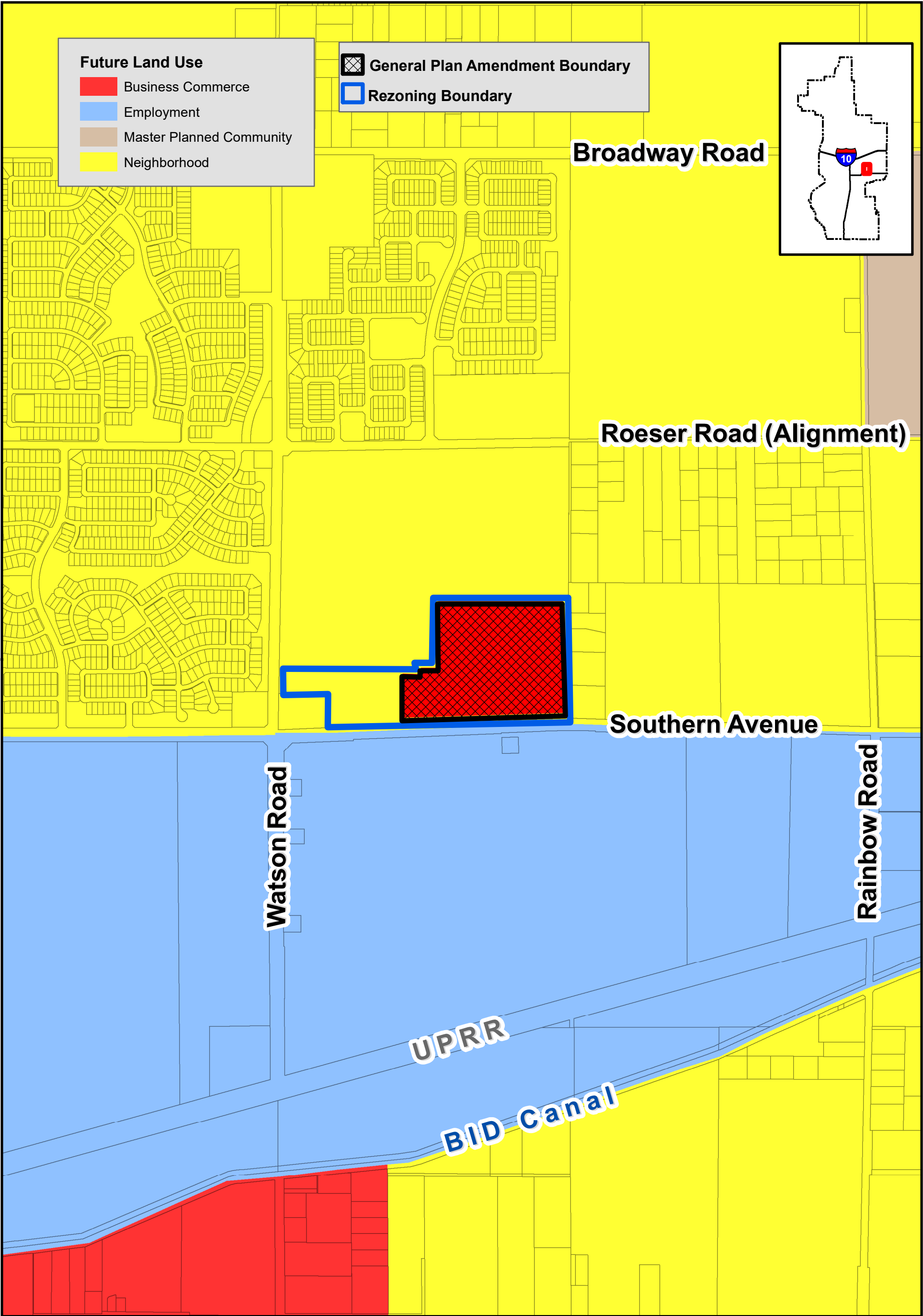
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2





GENERAL PLAN LAND USE - EXISTING



GENERAL PLAN LAND USE - PROPOSED



BUCKEYE, AZ

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2



NEC of Southern and Watson

Minor General Plan Amendment

City of Buckeye

Lennar Ventana Ranch Phase II

Application Case #: PLZU-24-0001

1st Submittal: February 13, 2024

2nd Submittal: July 11, 2024

Applicant/Representative:



William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

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Table of Exhibits

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Exhibit C – Regional Aerial of Property
Exhibit D – Existing General Plan Land Use Map
Exhibit E – Proposed General Plan Land Use Map
Exhibit F – Proposed Well Site

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	43.87± Acres (gross)
Current Zoning	PR – Planned Residential
General Plan	Neighborhood
Development Team	<u>Owner</u> Lennar Arizona, LLC Vickey Morris, Senior Project Manager 480-702-8766 1665 W Alameda Dr. Tempe, AZ 85282 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Engineering</u> Stantec Daniel Pottinger 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155

II. INTRODUCTION

Tiffany & Bosco, P.A. ("Applicant"), on behalf of Lennar Arizona, LLC an Arizona limited liability company ("Owner"), respectfully requests a Minor General Plan Amendment of the 43.87± acres (SEC of APN 504-48-033). APN 504-48-033 is generally located at the northeast corner of Southern & Watson. The proposal would change the current future land use designation of the subject site within the Imagine Buckeye 2040 General Plan (the "General Plan") from Neighborhood to Business Commerce. The site is identified by Maricopa County Assessor parcel number: 504-48-033. The GPA is requested for the southernmost portion of the parcel, adjacent to Southern Avenue. (the "Property"); see ***Exhibit A – Maricopa County Assessor Parcel Map***, ***Exhibit B – Aerial of Property***, and ***Exhibit C – Regional Aerial***.

III. PROPERTY DESCRIPTION

Relationship to Surrounding Properties

The Property is directly wedged between large industrial sites to the south, existing commercial and residential to the west, with a new residential development currently underway to the north, to be developed by Lennar (Ventana Ranch Phase II, single-family, residential). The properties to the east are a mixture of commercial, industrial and residential uses in Maricopa County. Large-industrial sites are located across Southern Avenue to the south. Residential neighborhoods with a commercial corner are located to the west, across Watson Road. The following is the surrounding land use context:

- North:
 - Ventana Ranch Phase II, a proposed single-family subdivision currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
 - Jurisdiction – City of Buckeye ("City")
 - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
 - Undeveloped S 231st Avenue then parcels within Maricopa County
 - Jurisdiction – Unincorporated Maricopa County
 - These are a combination of single-family residential lots, agricultural uses, industrial uses and non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.

- Southeast corner of Watson Road and Southern Ave is parcel # 504-42-002C owned by DRM Farms, LLC
 - Jurisdiction – City
 - The site is currently utilized for agricultural uses
 - This property is zoned PC – Planned Community and designated for Neighborhood land uses.
- South:
 - Southern Avenue, then large light-industrial uses
 - Jurisdiction – City
 - This site is under development, and will serve as a warehouse and distribution center for the brand.
 - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.
- West:
 - APN 504-42-002C (hard SEC of Southern & Watson)
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned PC- Planned Community.
 - Watson Road then APN 504-41-002J
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned CC- Commercial Center.
 - Watson Road then the subdivision known as Riata West
 - Jurisdiction – City
 - Riata West is an 888 single-family home subdivision.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Current Site Conditions

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently being used for agriculture purposes.

Current Accessibility and Circulation

Southern Avenue borders the south of the Property, Watson Road is to the west and Roeser Road is to the north. The Property's location allows for multiple future access points from

each arterial and gives future site users means to access the State Route 85 ("SR-85") approximately 4-miles west of the Property and I-10 to the north. Onsite circulation and future access drives will be determined at the time of site plan stage. Access to the development shall be per the requirements in Section 6-3 of the City's Engineering Design Standards.

IV. DESCRIPTION OF THE REQUEST

The proposed Minor General Plan Amendment ("Minor GPA") will allow for a re-designation of the southeastern portion of the parcel, 43.87± acres to Business Commence from its current Neighborhood land use designation. Approval of this Minor GPA will allow for the expansion of a complimentary, Business Commerce land use designation to act as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This Minor GPA proposal, will ensure economic success because of the convenient access to the SR-85 and I-10 along major arterial roads within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Business Commerce proposal will provide for office, manufacturing, light-industrial, retail, service and other commercial uses for the nearby residential neighborhoods and employees working in this area.

A related rezone case (PLZZ-24-0002) accompanies this request to change the zoning to PAD, and proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. This will allow for the development of new mixed-use area, which supports residential, commercial and employment uses. The proposed planning area, PAD-B will provide a positive economic impact to the immediate area, with the addition of smaller employment opportunities to compliment the larger employment core south of Southern Avenue. The proposed PAD-A planning area, will provide for neighborhood and employee supported uses for the immediate locality. Allowing for retail, restaurants, and service uses in the proposed area, will minimize trips from surrounding existing and future residential homes. The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the existing residential zoning to the north of the Property. The employment user directly south of Southern Avenue is a 1.7-million square foot facility that dominates the Southern Avenue streetscape. The minor employment and commercial uses will not only

serve the surrounding community's residents and workers, but create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2± million square foot, industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings will be separated from the adjacent county lot-lines, separated by landscaping, and an irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye.

The Property is currently surrounded by a mixture of residential, agricultural, commercial and sizable, industrial uses. The adjacent sites to the south are designated for Employment uses and developed with massive buildings. The City has designated approximately 1,021.47± acres in this area to Employment. See ***Exhibit D – Existing General Plan Land Use Map and Exhibit E – Proposed General Plan Land Use Map***. This larger area spans south to Southern Avenue, to just south of the Buckeye Canal, with Business Commerce abutting directly below. The request for Business Commerce (43.87± acres) creates a natural progression from Employment designation from the south to residential to the north, see ***Exhibit F – Context General Plan and Use Map***.

Business Commerce Uses

The current definition of Business Commerce is:

Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.

Zoning districts that are consistent with this land use designation are: PO, C-2, C-3, BP and PAD.

Application of Business Commerce to Property

The property is currently surrounded by a mixture of residential, commercial, and industrial uses. To add the Business Commerce land use designation to the Property would greatly contribute to the overall local and regional economy by complementing and supporting the significant Employment uses in this area of the City as well as the residential. This proposal allows for a natural transition from large scale industrial uses (south of property) to single-family residential (north of property) and would promote the possibility of a live/work community, which provides amenities and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye. This proposed land use change, further supports the overall land use proposal to adapt to the surrounding environment.

Impact on the City and Surrounding Community

Changing from Neighborhood to Employment and Business Commerce will provide a minor employment and business land use designation adjacent to large employment uses south of the Property and services to the residential homes to the north of the Property. This mixture of land uses benefits traffic connectivity and provides supporting land uses on a unique property that is adjacent to several different and significant land uses. The goal of the land use designation change is to create land use transitions that support and buffer each other.

V. Utilities and Services

Water, Sewer, and Refuse Providers

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to dedicate a 150'x150' well site (well site #2) to the City of Buckeye as shown on ***Exhibit F – Proposed Well Site***. The well site has been determined and the City's water department has agreed to the location.

Fire and Police Protection

Fire and police protection services will be provided by the City. Nearest police station is

located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site).

Impact on Local Schools and Parks

The Property and surrounding properties are currently agriculture. Changing the land use designation from Neighborhood to Business Commerce, is not expected to have a direct effect on local schools and parks as there is no added residential to increase school age population.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3: *The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposed Minor GPA will change a portion of the City's land use plan (43.87± acres of SEC of APN 504-48-033) from Neighborhood to Business Commerce. This will allow the Southern Avenue corridor, to have non-residential uses along this major roadway corridor, but smaller in scale. The proposed Business Commerce land use designation on the north side of Southern Avenue, promotes a gradual progression in use intensities from Employment to Neighborhood. The designation of Business Commerce would provide transitional area, from large employment users, with massive sites and buildings fronting the south side of Southern Avenue, to smaller business, office and employment opportunities for the City on the north side of Southern Avenue. This minor designation to Business Commerce land use would encompass a small portion of the Property, and will provide a minor employment area within the City with minimal impacts to existing residents.

The Business Commerce land use designation will provide an opportunity to support the existing and future residential neighborhoods and employees, thereby reducing traffic to the proposed retail, restaurants, and service uses. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home, while having access to major roads and connections to Neighborhood areas. The change in land use has the potential of providing future jobs and increase the economic base of the City. The Business Commerce designation will help grow the economy and diversity of Buckeye's land portfolio, while providing an appropriate transition of large Employment uses to south, to residential uses with the designation of Neighborhood to the north. The proposed Minor GPA meets many of the intended goals and policies of the City and its General Plan. We look forward to working with the City staff on this Application.

EXHIBIT A

Maricopa County Assessor Parcel Map

(on following page)

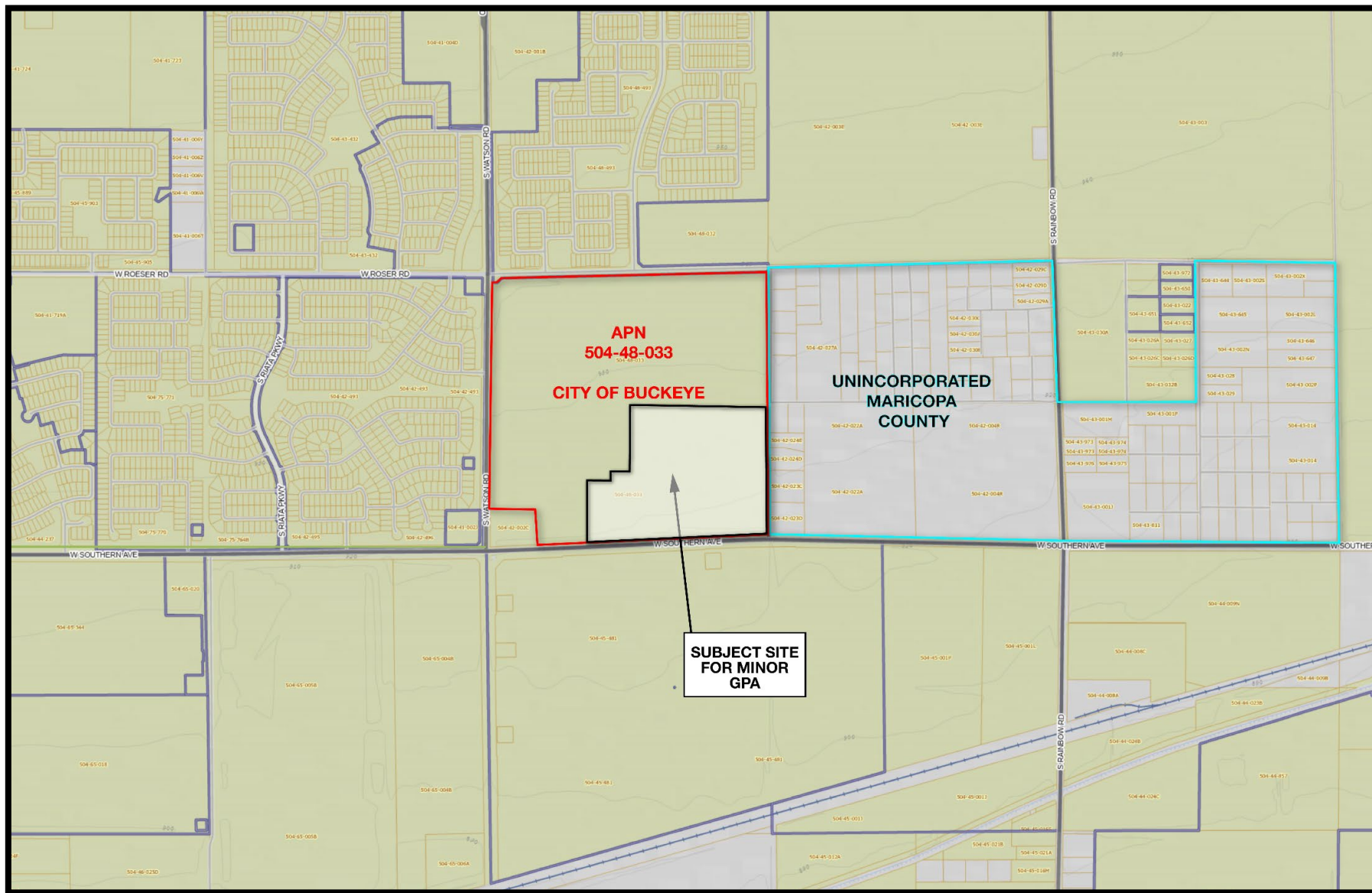


EXHIBIT B

Context Aerial of Property

(on following page)



Exhibit B – Context Aerial of Property
 NEC of Southern & Watson

EXHIBIT C
Regional Aerial of Property
(on following page)

EXHIBIT D

Existing General Plan Land Use Map

(on following page)



EXHIBIT E

Proposed General Plan Land Use Map

(on following page)



Future Land Use

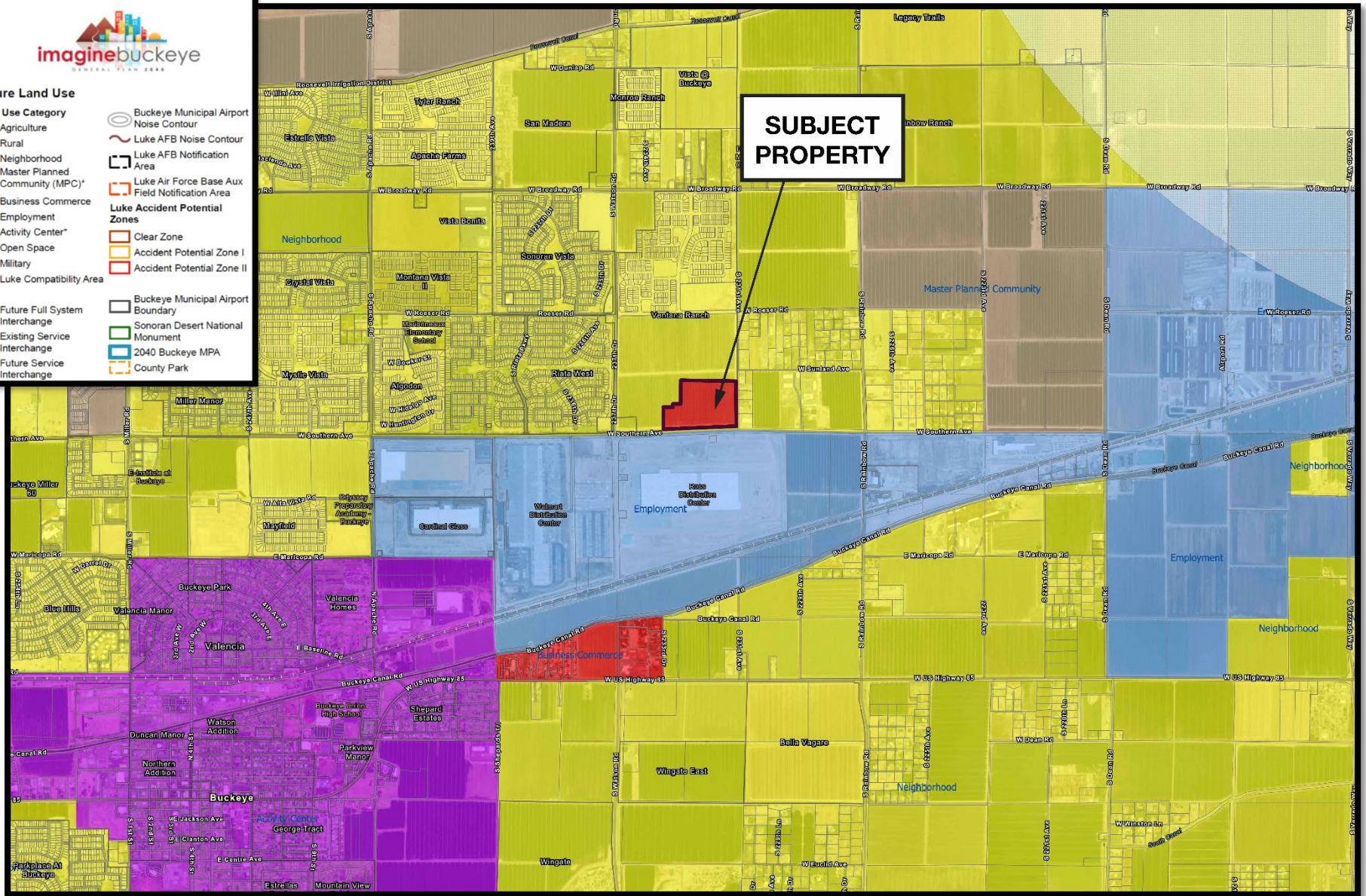


Exhibit E – Proposed General Plan Land Use Map
NEC of Southern & Watson

EXHIBIT F
Proposed Well Site
(on following page)

Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002

1st Submittal Date: February 13, 2024

2nd Submittal Date: June 7, 2024

3rd Submittal Date: September 12, 2024

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("City"), adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary*.

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see **EXHIBIT A***, a copy of the Sign In sheet, *see **EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

- (i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
- (ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
- (iii) Where residents, property owners, and interested parties receiving notices, newsletters or other written material are located; and
- (iv) The number of people that participated in the process
- (v) A summary of concerns, issues and problems expressed during the process, including:
 - a. The substance of the concerns, issues, and problems
 - b. How we addressed or will address the concerns expressed during the process; and

- c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)



July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the “Property”). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye’s city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting: Date: Wednesday, August, 14th, 2024 Time: 6:00 P.M. Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326
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The Planning and Zoning (“P&Z”) Commission and City Council hearings are not set at this time. As this application proceeds, the City’s Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject “PLZU-24-0001 & PLZZ-24-0002.”

Sincerely,

Holly Reading
Senior Project Manager

Vicinity Map

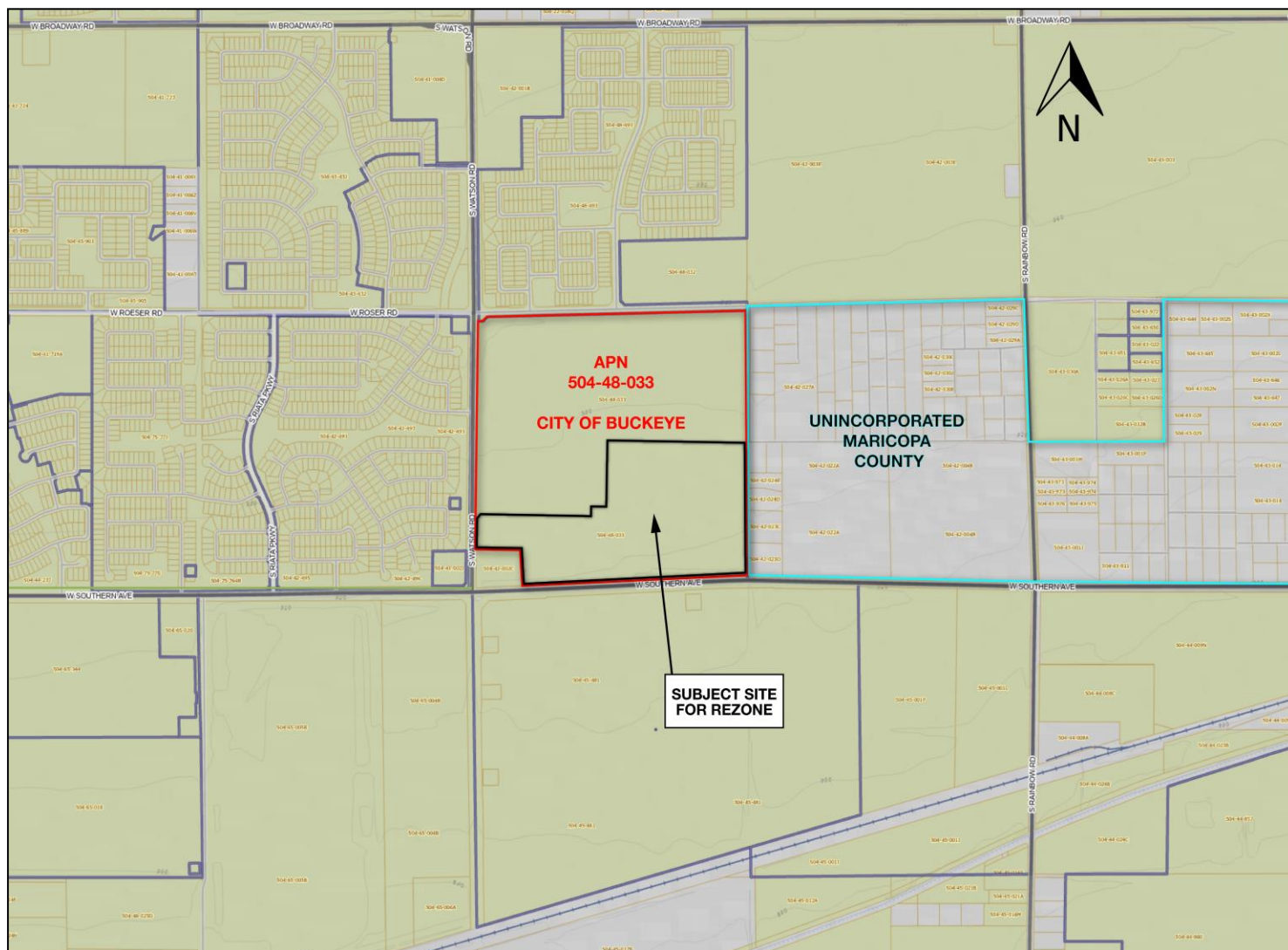


EXHIBIT B

Sign-In Sheet

(on following page)

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	WKMETAKMAN@MSN.COM	623-386-2734
Wolinda Kirkpatrick	23042 W. Southern Ave	wkmetakman@msn.com	623-386-2734
RICHARD WADDA			
Autumn Stanton	5889 S 235th Ln	autumnstantonbraugh.com	(123) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023a2@gmail.com	562-209-5366
Kourtney Bress	5639 S. 231st	kourtnei_bresse@gmail.com	623 703 1239
Ryan Bolhee	114 S 5th Street Buckeye	Ryan@downtownbuckeye.com	503-747-8024
Rud J	23891 W GROVE ST Buckeye		253-389-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for \$400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEE MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tried to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

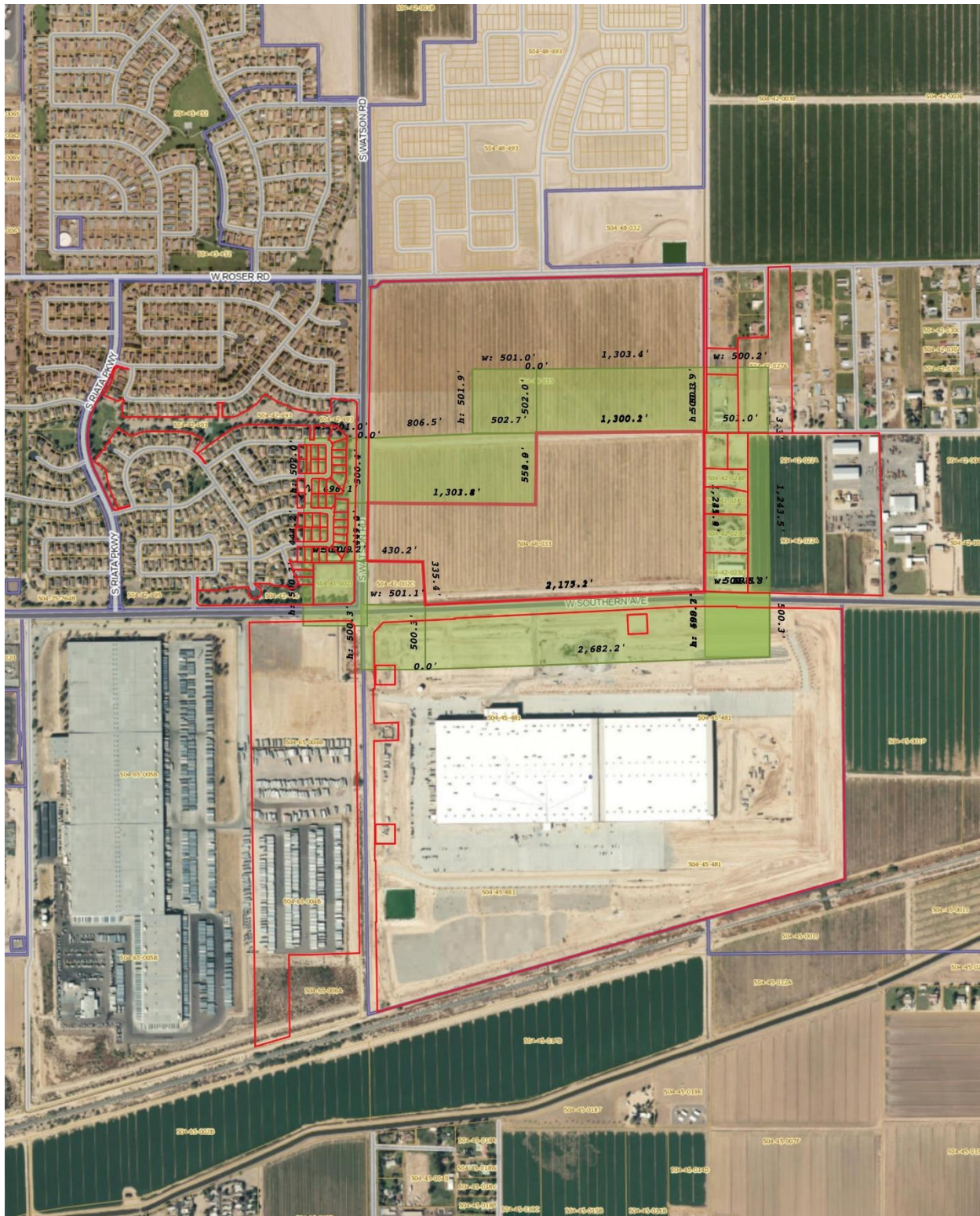
JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEE MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
HUNT BRANDON/ANA MARIA	23555 W PECAN RD	BUCKEYE	AZ	85326
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR	BUCKEYE	AZ	85326
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR	BUCKEYE	AZ	85326
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR	BUCKEYE	AZ	85326

JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR	BUCKEYE	AZ	85326
JONES CARROLL WAYNE JR	5653 S 235TH DR	BUCKEYE	AZ	85326
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR	BUCKEYE	AZ	85326
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE	BUCKEYE	AZ	85326
PINCKNEY RONNETTE	23549 W HIDALGO AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500' Buffer Map



From: [Jennifer Heeter](#)
To: [Ken Galica](#)
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

You don't often get email from ladyjennifer11@gmail.com. [Learn why this is important](#)

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,

My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,

A handwritten signature in black ink, appearing to read 'Wayne Kirkpatrick', is written over the printed name.

Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: [autumn stanton](#)
To: [Ken Galica](#)
Cc: [Tony Youngker](#)
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 PM

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern.

Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more.

The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussy and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

[https://nextdoor.com/p/JBY26GbXk33C?
utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021](https://nextdoor.com/p/JBY26GbXk33C?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021)

[https://nextdoor.com/p/dh9345nBSxPL?
utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274](https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274)

AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 02-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT TO THE IMAGINE BUCKEYE GENERAL PLAN 2040 TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 43.87 ACRES LOCATED AT THE NORTHEAST CORNER OF SOUTHERN AVENUE AND WATSON ROAD FROM NEIGHBORHOOD TO BUSINESS COMMERCE.

WHEREAS, in accordance with Ariz. Rev. Stat. § 9-461.05, the City of Buckeye (the “City”) adopted the Imagine Buckeye General Plan 2040, a comprehensive, long-range general plan for the development of the City (the “General Plan”); and

WHEREAS, Ariz. Rev. Stat. § 9-461.06 provides that the Council may amend the City’s General Plan as provided in Ariz. Rev. Stat. §§ 9-461 *et seq.*; and

WHEREAS, the City appropriately noticed this Resolution for public hearing in compliance with Section 8.3.2 of the City’s Development Code and Ariz. Rev. Stat. § 9-461.06; and

WHEREAS, the City has provided an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, other appropriate government jurisdictions, public utility companies, civic, educational, professional, and other organizations, property owners, and other stakeholders; and

WHEREAS, the Minor General Plan Amendment Case PLZU-24-0001 would have the effect of changing the General Plan’s land use designation of approximately 43.87 acres of land located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce; and

WHEREAS, approving the Minor General Plan Amendment Case PLZU-24-0001 is consistent with the purpose and intent of the General Plan; and

WHEREAS, the Planning and Zoning Commission recommended the Minor General Plan Amendment Case PLZU-24-0001 for approval on October 8, 2024.

BE IT RESOLVED, by the Mayor and Council of the City of Buckeye, Arizona, as follows:

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

Section 2. A paper and electronic copy of the Minor General Plan Amendment Case PLZU-24-0001 which are on file in the Office of the City Clerk and open for public inspection during normal business hours, are incorporated herein by reference.

Section 3. Upon the effective date of this Resolution, the Zoning Administrator is directed to make the appropriate changes to the General Plan to reflect the changes approved in this resolution.

Section 4. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 21st day of January, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

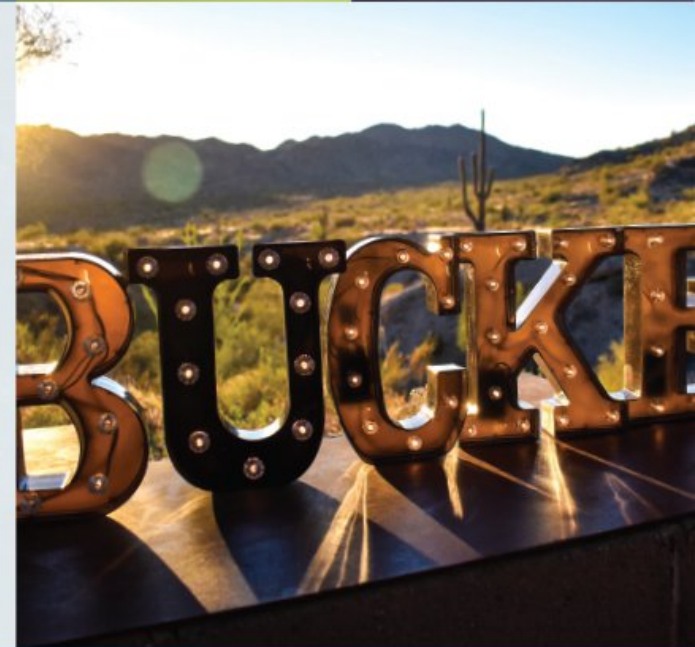
Ventana Ranch 2

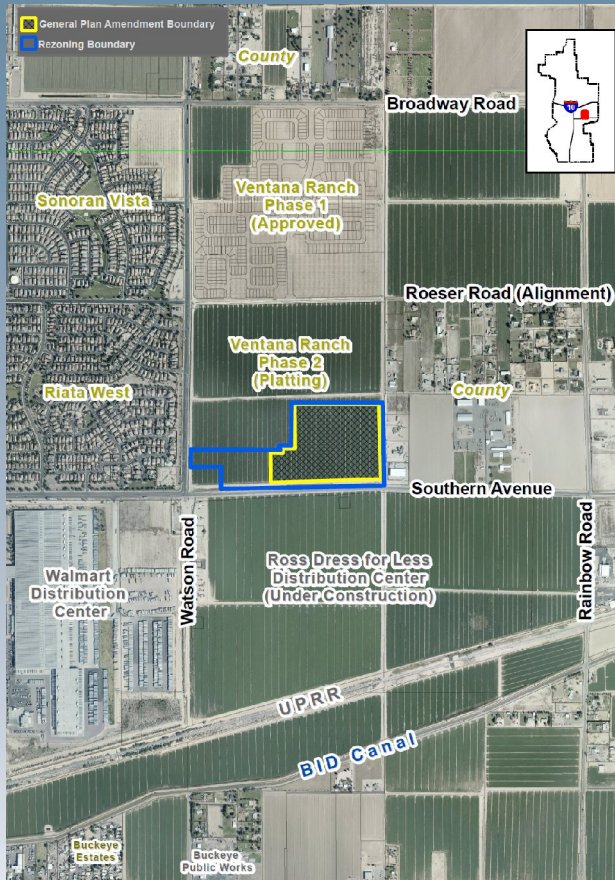
Minor General Plan Amendment and Rezoning

City Council Meeting

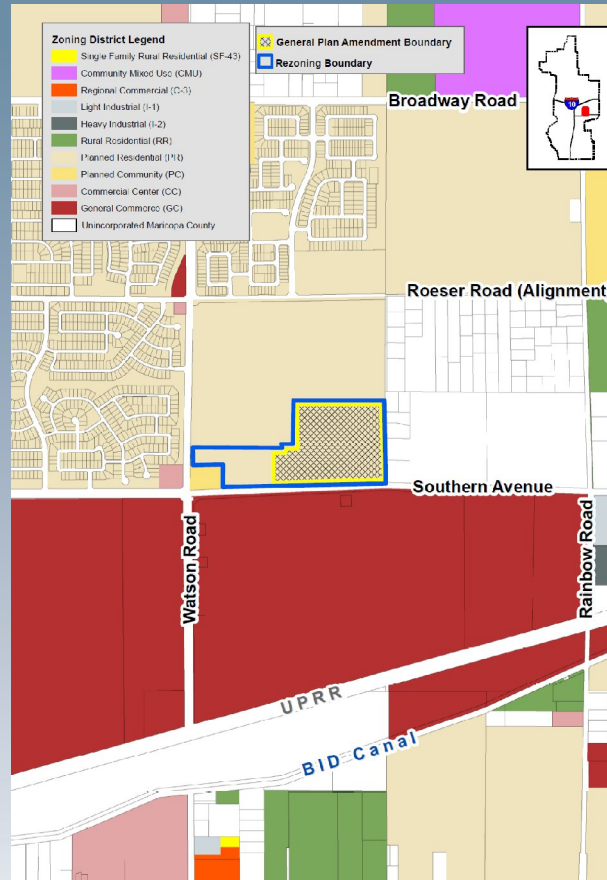
January 21, 2025 (Continued from November 19, 2024)

Cases PLZU-24-0001 and PLZZ-24-0002

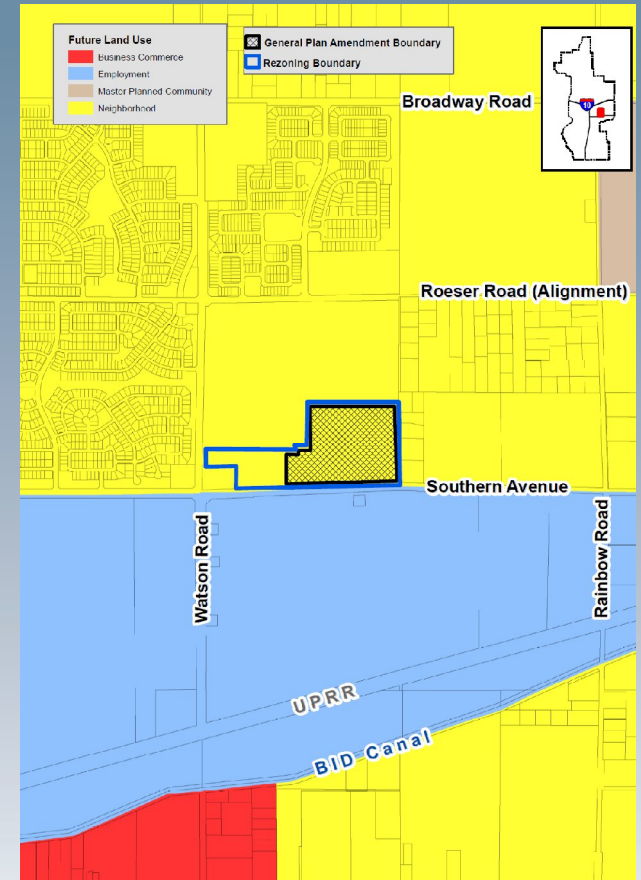




Aerial



Zoning Map

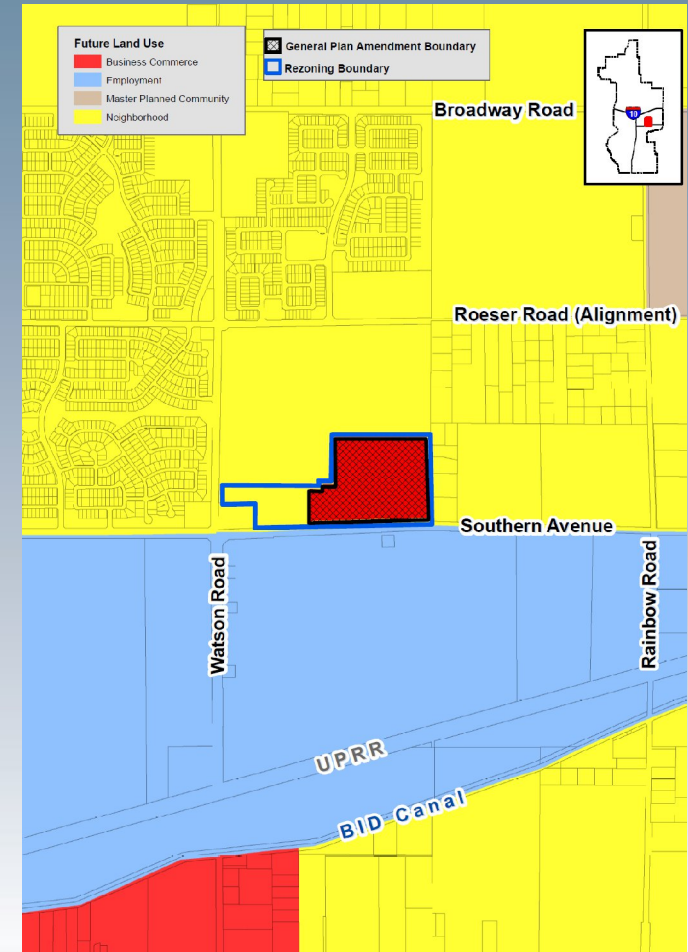


Existing General Plan LU Map



Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use:
Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?



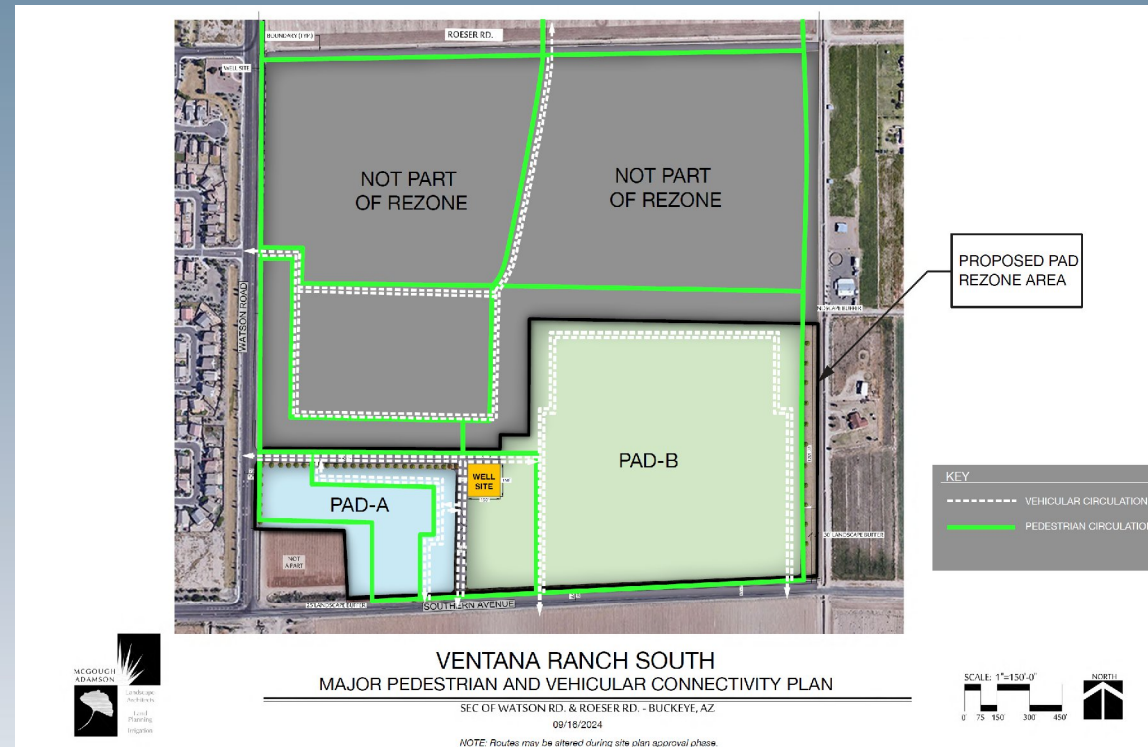
Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
 - PAD-A: Commercial
 - Uses based on C-1 and C-2 districts but more narrowly tailored
 - Development standards based on C-2, no modifications requested
 - PAD-B: Business Park
 - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
 - Development standards based on BP with two exceptions



Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
 - Maximum building height increase from 50 feet to 65 feet
 - Minimum building setback from residential increase from 50 feet to 75 feet
 - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
 - Approximately 10 attendees; mixed response to proposals
 - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
 - 500-foot mailing
 - Signs posted on property
 - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
 - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (r)

Public Hearing Required

****Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone****

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/21/25	AGENDA ITEM: 5.B. DS - PH - Ventana Ranch 2 Rezoning to Planned Area Development (PAD)
DATE PREPARED: 01/15/25	DISTRICT NO.: No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the February 4, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 01-25 amending the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.

The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.

A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the property's current Neighborhood General Plan designation, approval of this rezoning application may

only be considered if the General Plan Amendment request is first approved.

The Planning and Zoning Commission recommended approval of this request and the companion Minor General Plan Amendment on October 8, 2024. This item was continued to the January 21, 2025 Council meeting by request of the applicant at the November 19, 2024 Council meeting.

Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits.

BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, "Non-residential development is considerate of existing and future adjacent residential uses."
2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, "Mixed-use land patterns are developed in appropriate areas throughout the community."
3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: "The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and General Plan Policy G-7.3 "The City of Buckeye will have an average of one-to-one jobs per household".
4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
5. Provide for high quality landscape design and architecture that enhances Buckeye's aesthetic, with industrial site functions not visible from off property.

FINANCIAL IMPACT STATEMENT:

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FINANCIAL IMPACT STATEMENT:

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

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

ATTACHMENTS:

[PLZZ-24-0002 Ventana Ranch 2 PAD Rezone Council Staff Report 1-21-25.docx](#)

Exhibit A - Aerial Vicinity Map.pdf

Exhibit B - Zoning Map.pdf

Exhibit C - Existing General Plan Land Use Map.pdf

Exhibit D - Proposed General Plan Land Use Map.pdf

Exhibit E - Ventana Ranch 2 PAD Rezoning Narrative.pdf

Exhibit F - Ventana Ranch 2 PAD Standards and Guidelines.pdf

Exhibit G - Citizen Participation Report.pdf

Exhibit H - Written Opposition and Support.pdf

Ord._No._01-25__formerly_26-24__Rezone_to_PAD.Ventana_Ranch_Final with exhibits - Updated 1-9-25.pdf

Ventana_Ranch_2_GPA___Rezone_-_Council_PPT_1-21-25 (3).pptx



REZONE

Report to the Mayor and City Council

CASE NUMBER: PLZZ-24-0002
TITLE: Ventana Ranch 2 (South) Rezoning
MEETING DATE: January 21, 2025

Applicant: William Lally, Tiffany & Bosco, P.A.

Owner(s): Lennar Arizona, LLC

Request: Rezone from Planned Residential (PR) to Planned Area Development (PAD)

District: 2

Location: Approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits A, B, C and D)

Site size: Approximately 52.40 net acres

Density: Not applicable

Public input: An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request. Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval. This item was continued to the January 21, 2025 Council meeting by request of the applicant at the November 5, 2024 Council meeting.

Recommendation: Adoption of Ordinance No. 26-24, approving Case PLZZ-24-0002, subject to conditions (a) through (p)

PROJECT DESCRIPTION:

1. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits E and F). The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.
2. The proposed PAD structure divides the property into two distinct subareas, as follows:
 - a. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested.
 - b. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.
3. A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

AREA CONTEXT:

4. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

5. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500-foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit G.
6. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
7. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit H to this staff report.

8. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
9. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

10. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
11. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
12. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.
13. *November 5, 2024:* The item was continued to the November 19, 2024 Council meeting at the request of the applicant.
14. *November 19, 2024:* The item was continued to the January 21, 2025 Council meeting at the request of the applicant.

ANALYSIS:

Conformance with the General Plan:

15. As previously noted, a concurrent request for a Minor General Plan Amendment, changing the land use designation of 43.87 acres of the property (subarea PAD-B) from Neighborhood to Business Commerce, is scheduled for consideration immediately prior to this item. The Business Commerce designation accommodates development of

community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods. The proposed PAD-B subarea is consistent with the Business Commerce designation with regard to uses, development standards, and design standards; however, by virtue of the proposal allowing for a building up to 450,000 square feet and permitting cross dock distribution facilities, staff believes the PAD-B subarea is more aligned with the Employment land use designation, which permits larger scale and more truck intensive industrial development that are not supported on this site. To ensure conformance with the Business Commerce designation, staff has recommended stipulations restricting maximum building area in PAD-B to 200,000 square feet and prohibiting cross dock facilities. Approval of the General Plan Amendment is required before approval of the rezoning can be considered.

16. The General Plan designation of the remainder of the property (subarea PAD-A) is not included in the General Plan Amendment request and will remain Neighborhood. In addition to residential uses, the Neighborhood land use supports limited commercial uses such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses. The proposed uses and development standards for PAD-A are consistent with the Neighborhood designation.
17. The General Plan Amendment and this companion rezoning are supported, as, in concert, they will:
 - a. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”
 - b. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.”
 - c. Further the City’s Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one to one jobs per household”.
 - d. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.

- e. Provide for high quality landscape design and architecture that enhances Buckeye's aesthetic, with industrial site functions not visible from off property.

Zoning:

18. The intent of this rezoning is to entitle the property to accommodate future site planning and development of a mix of commercial and business park light industrial uses that provides both employment opportunities as well as meets service needs of residents in the area while respecting those residential uses through limiting scale, providing ample buffering, and utilizing excellent design.
19. The PAD serves as a natural transition between large-scale industrial developments to the south and residential areas to the north, ensuring compatibility and minimizing negative impacts on surrounding neighborhoods.
20. Using City zoning districts such as Business Park (BP) and Community Commercial (C-2) as a starting point, the proposed uses in the PAD-A and PAD-B subareas have been narrowed to ensure compatibility between this development and existing and planned residential uses in the area. The proposed uses are consistent with the General Plan, as proposed to be amended, as outlined above.
21. Similarly, development standards for this PAD have been based on the standards of the BP and C-2 districts. No modifications to the C-2 standards are proposed for the PAD-A area. Two modifications to the BP standards are proposed for the PAD-B subarea. Specifically, A 15-foot height increase from the underlying 50-foot BP standard, allowing up to 65 feet, is proposed. To offset potential impacts from the additional height on surrounding residential properties, the PAD proposes to increase the required setback of any building from those adjacent residential properties to 75 feet from the code standard of 50 feet. Staff supports this proposed trade-off as it will achieve the desired goal of reducing height impacts on surrounding properties. No other modifications are proposed.
22. As noted, Staff's recommendation includes conditions limiting the maximum size of any building in the PAD-B subarea to 200,000 feet and prohibiting cross-dock distribution centers in that subarea. These conditions are intended to ensure that the business park develops at an appropriate scale appropriate given its adjacency to residential uses, and to ensure that any industrial function is not visible from off property as is the expectation for development in the General Plan's Business Commerce land use designation.

Future Development:

23. No conceptual site plan has been provided for the site to date. Approval of a Site Plan application will be required prior to development occurring on the property. Any Site Plan

for a building of 75,000 square feet or greater will require Planning and Zoning Commission approval.

24. All future development within the PAD will be required to meet or exceed the City's architectural, site, and landscape design criteria as outlined in the Development Code. Development across the full site will be required to utilize complimentary styles to create a sense of a cohesive, master planned project. The PAD document contains imagery of the quality of architecture that will be expected on the site.
25. A vehicular and pedestrian circulation plan is included within the PAD. Though specific driveway locations are likely to change as site plans are reviewed for the project, it is expected that the site will feature access from both Southern Avenue and Watson Road. Cross connectivity between the PAD-A and PAD-B subareas will be provided, as will pedestrian connectivity between the subareas and also the adjacent planned Ventana Ranch 2 neighborhood. Per standard, the developer will complete all half-street improvements to Watson Road and Southern Avenue adjacent to the site.
26. The site is located will be within the City of Buckeye sewer and water service areas. A City well site is identified within the PAD between the PAD-A and PAD-B subareas; the location of the well site has been approved by the City's Water Resources Department. The developer will be responsible for completing all water and sewer infrastructure improvements needed to serve the proposed development, the extent of which will be determined when a Site Plan(s) is submitted for the project.
27. The property will be serviced by City of Buckeye Police and Fire Departments, with the nearest stations for each being located in downtown Buckeye 3 to 3.5 miles from the subject property.
28. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Mixed commercial/business park development of the site, as proposed, will not result in any direct impacts on either district.

RECOMMENDATION:

29. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 26-24, approving application PLZZ-24-0002, a rezoning from Planned Residential to Planned Area Development for Ventana Ranch 2, recommend approval of a Rezone from Planned Residential (PR) to Planned Area Development (PAD) for Ventana Ranch 2 (PLZZ-24-0002), subject to Conditions (a) through (p), for the following reasons:

- The rezoning conforms to the Neighborhood General Plan land use designation that is applied to the PAD-A subarea of the site and the Business Commerce land use designation proposed on the PAD-B subarea of the site. *Note:* If the companion Minor General Plan Amendment is not approved, the rezoning would not be consistent with the General Plan and should not be approved.
- The rezoning conforms to the Buckeye Development Code; all proposed modifications to permitted uses and standards are to ensure enhanced compatibility between light industrial, commercial, and residential uses.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning Division Conditions – Standard/General

- a) Development of the property shall be in conformance with the “Ventana Ranch South Planned Area Development Narrative” consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.
- b) Development of the property shall be in conformance to the “Ventana Ranch South Planned Area Development Standards and Guidelines Report” consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.
- c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

- d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.
- e) Cross-dock warehouse/distribution buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade elevation within this area.

Engineering Conditions – Standard/General

- f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

- a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

- b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.
- c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.
- d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.
- e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.
- f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
- g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

- h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
- i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.
- j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
- k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

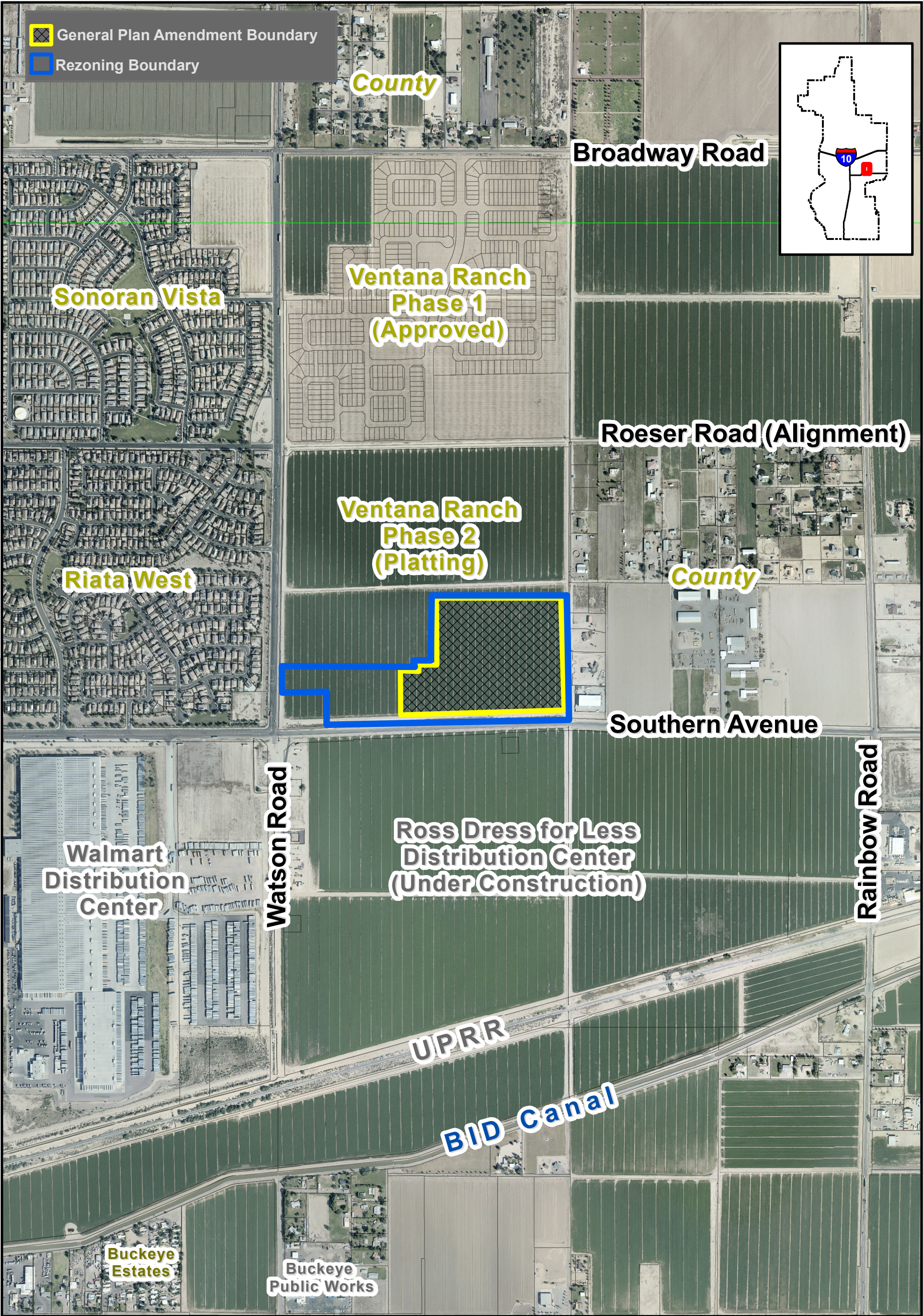
- l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
- m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.
- n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.
- o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (*Morus Alba*), Olive Tree (*Olea Europea*). Additionally, North Indian Rosewood Trees (*Dalbergia Sissoo*) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure
- p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Map
- Exhibit C – Existing General Plan Land Use Map
- Exhibit D – Proposed General Plan Land Use Map
- Exhibit E – PAD Rezoning Narrative
- Exhibit F – PAD Standards and Guidelines
- Exhibit G – Citizen Participation Report
- Exhibit H – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Director of Planning

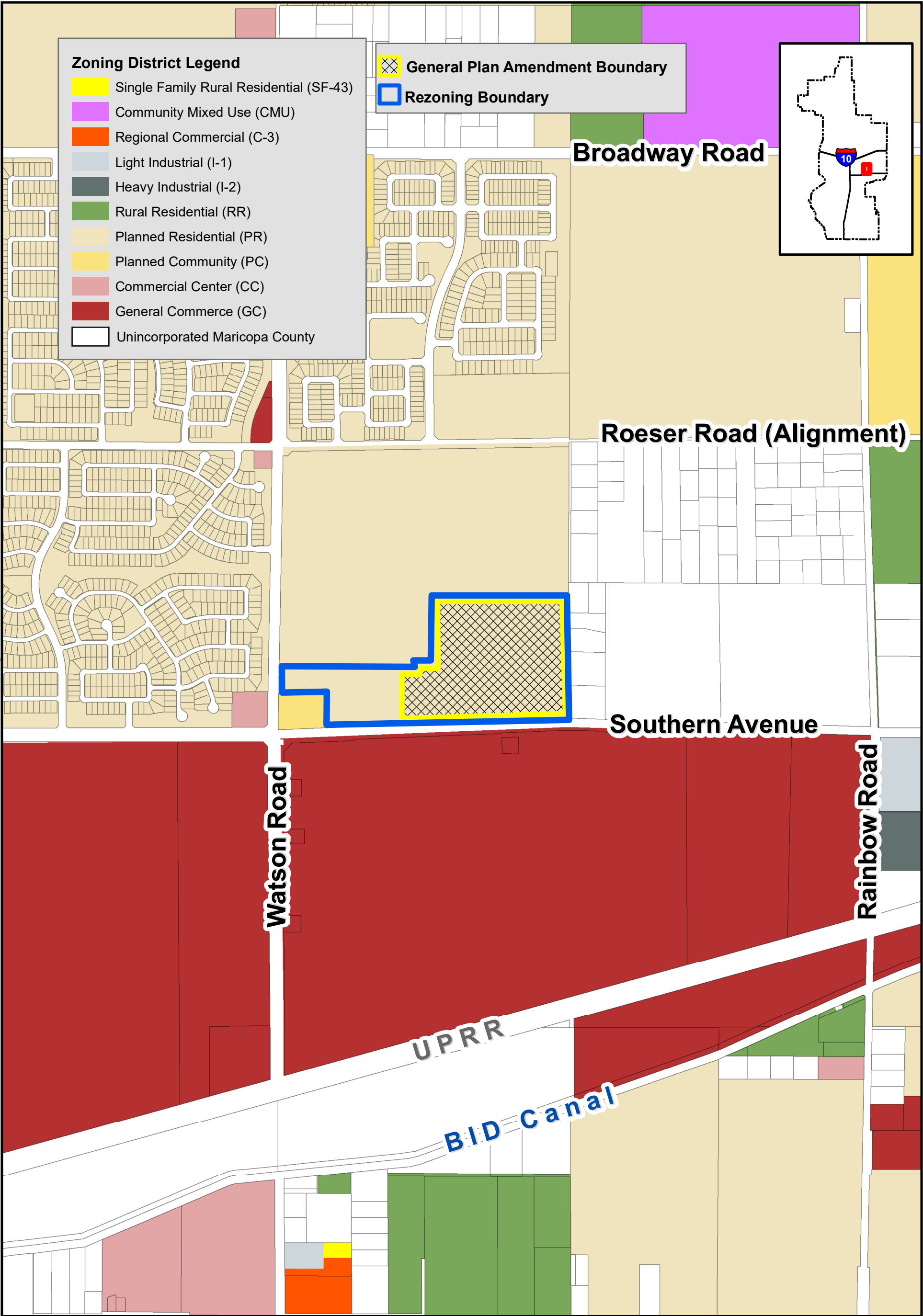


VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2

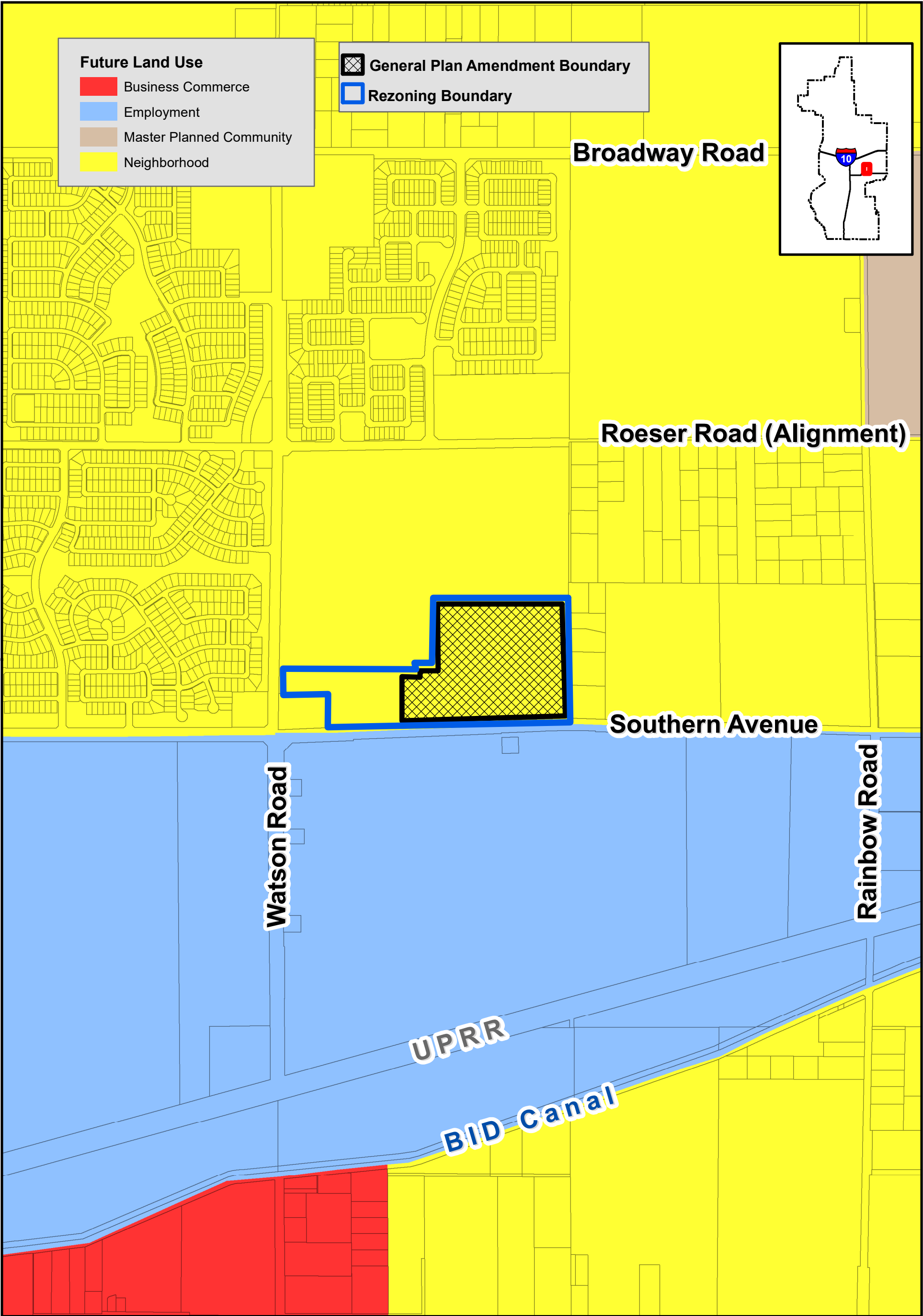




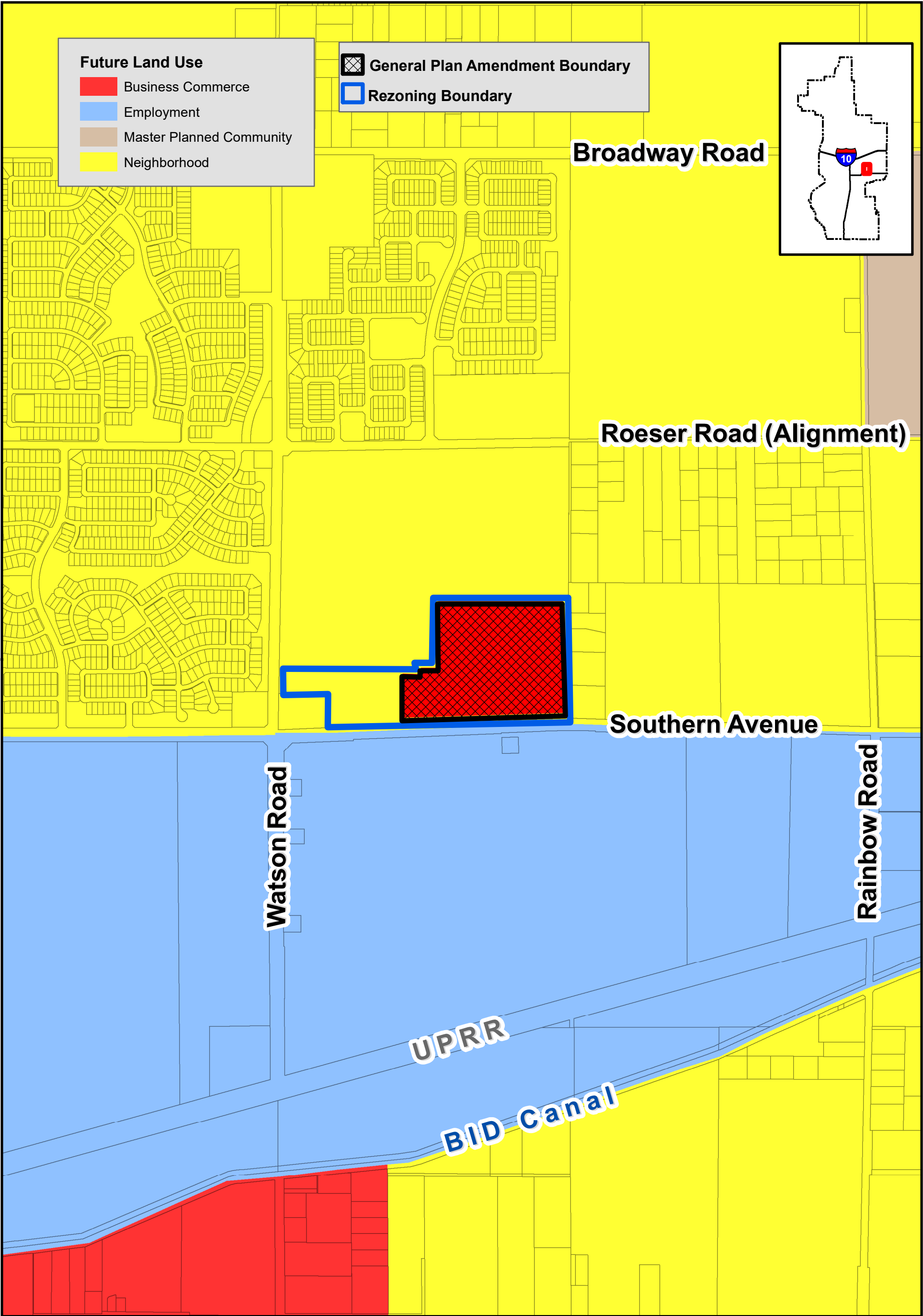
ZONING MAP

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2



GENERAL PLAN LAND USE - EXISTING



GENERAL PLAN LAND USE - PROPOSED



BUCKEYE, AZ

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2



PLANNED AREA DEVELOPMENT NARRATIVE: VENTANA RANCH SOUTH PAD

*Northeast Corner of
W Southern Avenue and S Watson Road*

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: February 13, 2024

SECOND SUBMITTAL: June 7, 2024

THIRD SUBMITTAL: July 11, 2024

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	55.05± acres (gross)
Current Zoning	Planned Residential (PR)
General Plan (current)	Neighborhood
General Plan (proposed)	11.18± acres to remain Neighborhood 43.87± acres to Business Commerce

Development Team

Owner	Lennar Arizona, LLC 1665 W Alameda Dr. Tempe, AZ 85282 T: 602-595-2600 Contact: Vickey Morris, SR Project Manager
Attorney	Tiffany & Bosco, PA 2525 E. Camelback Rd. Suite 700 Phoenix, AZ 85016 T: 602-452-2716 Contact: William E. Lally, Esq.
Civil Engineers	Stantec 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155 T: 602 977-8075 Contact: Daniel Pottinger

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Table of Exhibits

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Exhibit B – Context Aerial Map
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Exhibit F – Rezoning Exhibit
Exhibit G – PAD Planning Area
Exhibit H – Neighboring County Parcel
Exhibit I – Use Table
Exhibit J – Proposed Well Site

II. INTRODUCTION

Tiffany & Bosco, P.A. (“Applicant”), on behalf of the Lennar Arizona, LLC an Arizona limited liability company (“Owner”), is filing this application requesting to rezone 55.05± acres (gross), generally located north of Southern Avenue and east of Watson Road on the northeast corner of this same intersection, currently located within the City of Buckeye (“City”). The property is identified by Maricopa County Assessor parcel number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the “Property”); see **EXHIBIT A – Regional Context Aerial**.

The Property is currently undeveloped and utilized for agriculture purposes, owned by Lennar. The City’s 2040 General Plan currently designates the entire Property for Neighborhood uses. A related Minor General Plan Amendment (“Minor GPA”) accompanies this request to change the future land use designation of 43.87± acres (SEC of APN 504-48-033) to Business Commerce, which is to run concurrently with this rezone proposal. The Business Commerce land use designation supports the proposed service, office and light-industrial uses, planned for the southeast corner of the property. It should be noted that the remaining 92.91± acres of the overall parcel will retain the Planned Residential zoning. Lennar, the owner and developer of the remainder of the parcel is seeking to develop of single-family, attainable/workforce housing for future City residents, while providing a compatible non-residential proposal along Southern Avenue, which has a significant employment core directly to the south.

The proposed rezoning will allow for office, manufacturing, light-industrial, retail, service and other commercial uses, which promote vital economic opportunities while remaining sensitive to existing and the future planned single-family residential. This proposal meets many of the City’s General Plan and economic development goals. The intention of the proposal is to create a minor amendment to the City’s General Plan’s goals and policies while meeting certain land use transition and economic goals.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning

The Property is directly wedged between residential and industrial developments. (**See attached EXHIBIT B – Context Aerial Map**). The adjacent properties to the south and southeast already have industrial zoning with the City’s obsolete General Commerce zoning. The northern half of the parcel (92.91± acres) will remain zoned PR - Planned Residential and Lennar plans to develop this portion with attainable/workforce housing concepts. Properties across Watson Road to the west are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road being zoned Commercial Center (“CC”), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Road. The proposed PAD rezone request is an appropriate way to transition the zoning designation from the south side of Southern Avenue (General Commerce) with the Planned Residential to the north, of the subject Property. This PAD

rezone would align the PAD-A zoned area with the commercial zoning across Watson Road. This proposed rezone will provide existing and future residents within the area, an appropriate commercial and light-industrial zoned portion on the northern portion of Southern Avenue. The proposed change in land use will create a transition from the large industrial uses on the southern half, further demonstrating this gradual blend of use intensities from south to north.

As illustrated in **EXHIBIT B – Context Aerial Map** attached, the Property is comprised of a portion of one (1) vacant parcel. The Property is currently zoned PR in the City of Buckeye. The Property is identified in the City General Plan with a land use designation of Neighborhood. **(See attached EXHIBIT C – General Plan Land Use Map)**. The property owner, also owns land to the north, known as Ventana Ranch Phase I, single-family residential homes.

Vicinity Information

The Property is predominantly surrounded by residential (City of Buckeye and Unincorporated Maricopa County) and industrial uses. **(See attached Exhibit E - City Annexation Map)**. The following is the surrounding land use context:

- North:
 - Ventana Ranch Phase II, a proposed single-family subdivision, currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
 - Jurisdiction – City
 - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
 - Undeveloped S 231st Avenue then parcels within Maricopa County
 - Jurisdiction – Unincorporated Maricopa County
 - These are a combination of single-family residential lots, agricultural, industrial uses and other non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.
- South:
 - Southern Avenue, then large light-industrial uses
 - Jurisdiction – City
 - This property to the south is owned by Ross Dress for Less which is under development, and will serve as a warehouse and distribution center for the brand.
 - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.

- West:
 - APN 504-42-002C (hard SEC of Southern & Watson)
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned PC- Planned Community.
 - Watson Road then APN 504-41-002J
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned CC- Commercial Center.
 - Watson Road then the subdivision known as Riata West
 - Jurisdiction – City
 - Riata West is an 888 single-family home subdivision.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Topography

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently used for agriculture. Preliminary Grading and Drainage Reports will be provided to the City for review and analysis at the appropriate time.

Current Circulation

Southern Avenue borders the majority of the south side of the Property, Watson Road borders a small portion of the proposed commercial frontage to the west. The Property's location allows for multiple future access points from each arterial and provides future site users the means to access the SR-85 approximately 4-miles east of the Property, as well as access to I-10 to the north along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. In order to promote live/work community, pedestrian and vehicle interconnectivity will be incorporated into the site design. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

IV. DESCRIPTION OF THE REQUEST

The requested zone change to PAD, proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. **EXHIBIT F – Rezoning Exhibit** The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. **EXHIBIT G – PAD Planning Areas.** This will allow for the development of new mixed-use area, which supports the existing surrounding residential, and employment uses. The proposed rezone will provide a positive economic impact to the immediate area,

by supporting the larger employment core south of Southern Avenue. The proposed planning area, PAD-A will provide for neighborhood and employee supported uses for the immediate area. Allowing for retail, restaurants, and service uses in the proposed commercial area, will result in a reduction of trips from surrounding existing and future residential homes. The proposed PAD-B area will provide office, light-industrial and other employment opportunities to the area.

The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the Residential zoning, north of the Property. The employment user directly south of Southern Avenue is a 1.7 million square foot facility that dominates the Southern Avenue streetscape. The business and commercial uses will not only serve the surrounding community's residents and employees, but also create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed building size on PAD-B will be capped at 200,000 SF or less, with one (1) building permitted at a maximum size of 450,000 SF, which is one fourth the size of the industrial building directly to the south. The future buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development.

The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be buffered from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. All cross-docks will be internal facing, with any bays facing Southern Avenue will be screened by the above methods, preventing any visibility from the right-of-way. Although the properties to the east have Maricopa County Residential zoning, the immediate parcel at the southwest corner of W Southern Avenue and S 231st Avenue the use is a trucking company with outdoor storage. See **EXHIBIT H – Neighboring County Parcel**.

This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide complementary uses in this area of Buckeye. Because of the uniqueness of this parcel's location and the abutting land designations to it, the logical zoning is, PAD. The purpose of the PAD zoning will allow for appropriate uses on this transitional site. To see uses permitted, refer to **EXHIBIT I – Use Table**.

Development Standards

When creating the development standards for this PAD, C-2 was utilized for PAD-A and Business Park (BP) and Light Industrial (I-1) were all taken into consideration for PAD-B.

Please see the below table comparing PAD-B and the City of Buckeye's standards for I-1 and BP. For PAD-B, the majority of standards below utilized the BP code. However, I-1 had a greater setback for residential, and given the adjacent uses to the north and east are comprised of existing and future single-family homes, this setback standard is appropriate. Because of the greater setback being utilized for adjacent residential, the lot coverage is at 80%.

Property Development Standards	PAD-B	BP	I-1
Lot Coverage Maximum (percent)	80	70	80
District Size minimum (acres)	15	15	-
Minimum Setback Front (ft.)	Setback from peripheral property line: 25 Adjacent to residential district: 75	Setback from peripheral property line: 25 Adjacent to residential district: 50	Adjacent to arterial - 40 All others - 20
Minimum Setback Side (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Minimum Setback Rear (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Maximum Building Height (FT)	65	50	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120

Conceptual Site Plan

A conceptual site plan is not included with this rezoning request. The Owner acknowledges that any future site plan process will need to address City codes and policies and be submitted under separate application for Planning and Zoning Commission approval.

V. Utilities and Services

Source of Water/Wastewater Management

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site (well site #2) to the City of Buckeye for development by the city, solely at the city's cost. The well site has been determined and the City's water department has agreed to the location. See **EXHIBIT J – Proposed Well Site**.

Fire and Police Protection

Fire and police protection services will be provided by the City of Buckeye. Nearest police station is located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site)

Streetlight Improvement District (SLID)

A SLID has been formed that incorporates the entire properties of this development.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed rezone and development will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3: *The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposal plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west and north and a mixture of residential and industrial type uses to the east. The proposed PAD rezone application will provide the basis for a future high quality commercial, business, employment, and neighborhood services for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The proposed PAD zoning is placed along the majority of the Southern Avenue frontage to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area zoning is positioned on the Property so as to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

The proposal seeks to solidify appropriate zoning to the single-family subdivisions planned by the same developer, Lennar. Lennar is working with first-class developers for the commercial and industrial uses. These developers understand the need for quality design and sensitive buffers to the existing and proposed residential uses nearby. The anticipated development will feature quality building design incorporating necessary landscaping and buffering. Future development will result in positive economic impacts for the immediate area and the entire City of Buckeye.

EXHIBIT A
Regional Context Aerial Map
(on following page)

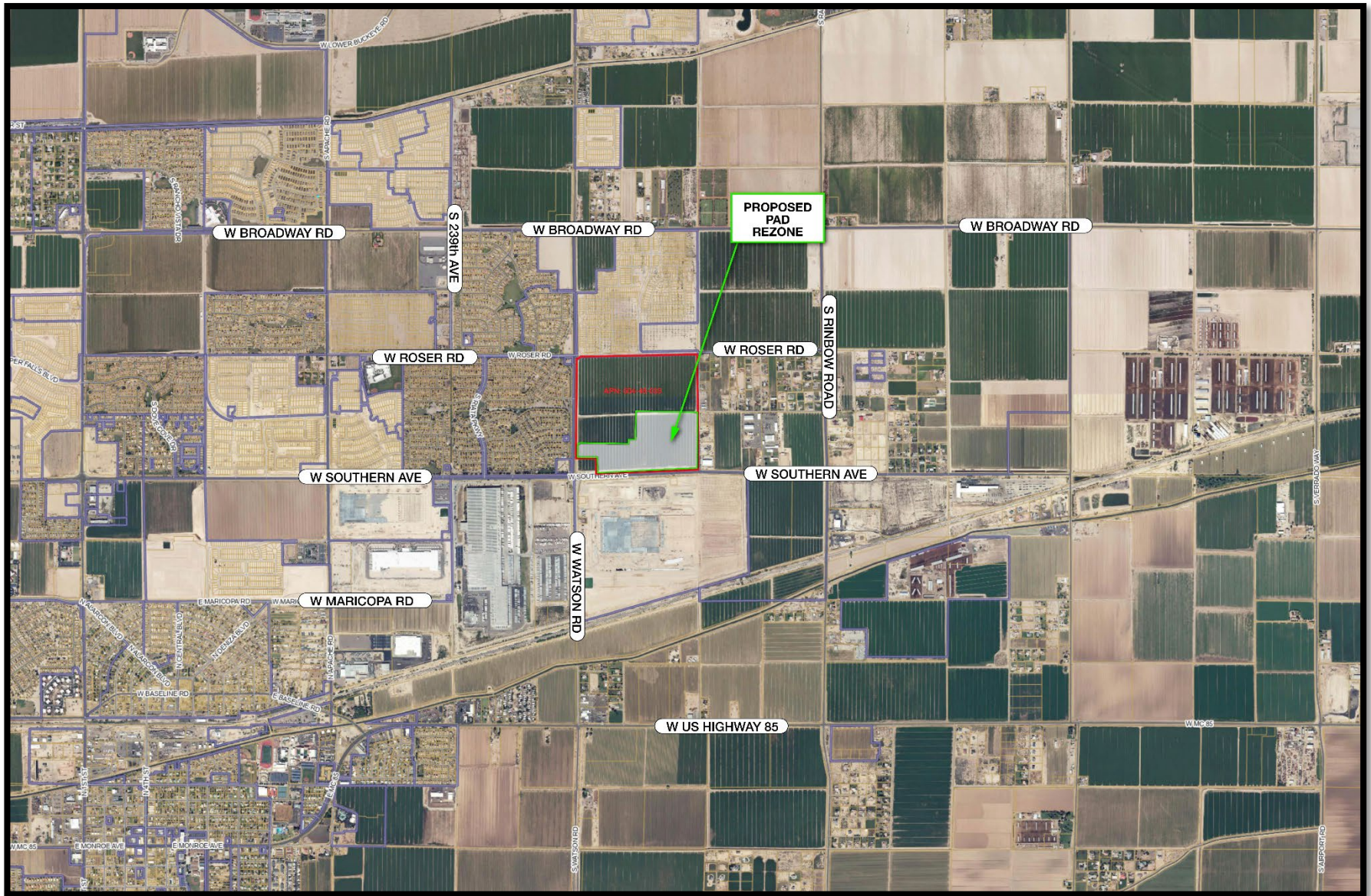


Exhibit A – Regional Context Aerial Map
 NEC of Southern & Watson

EXHIBIT B
Context Aerial Map
(on following page)



Exhibit B – Context Aerial of Property Map
 NEC of Southern & Watson

EXHIBIT C
General Plan Land Use Map
(on following page)

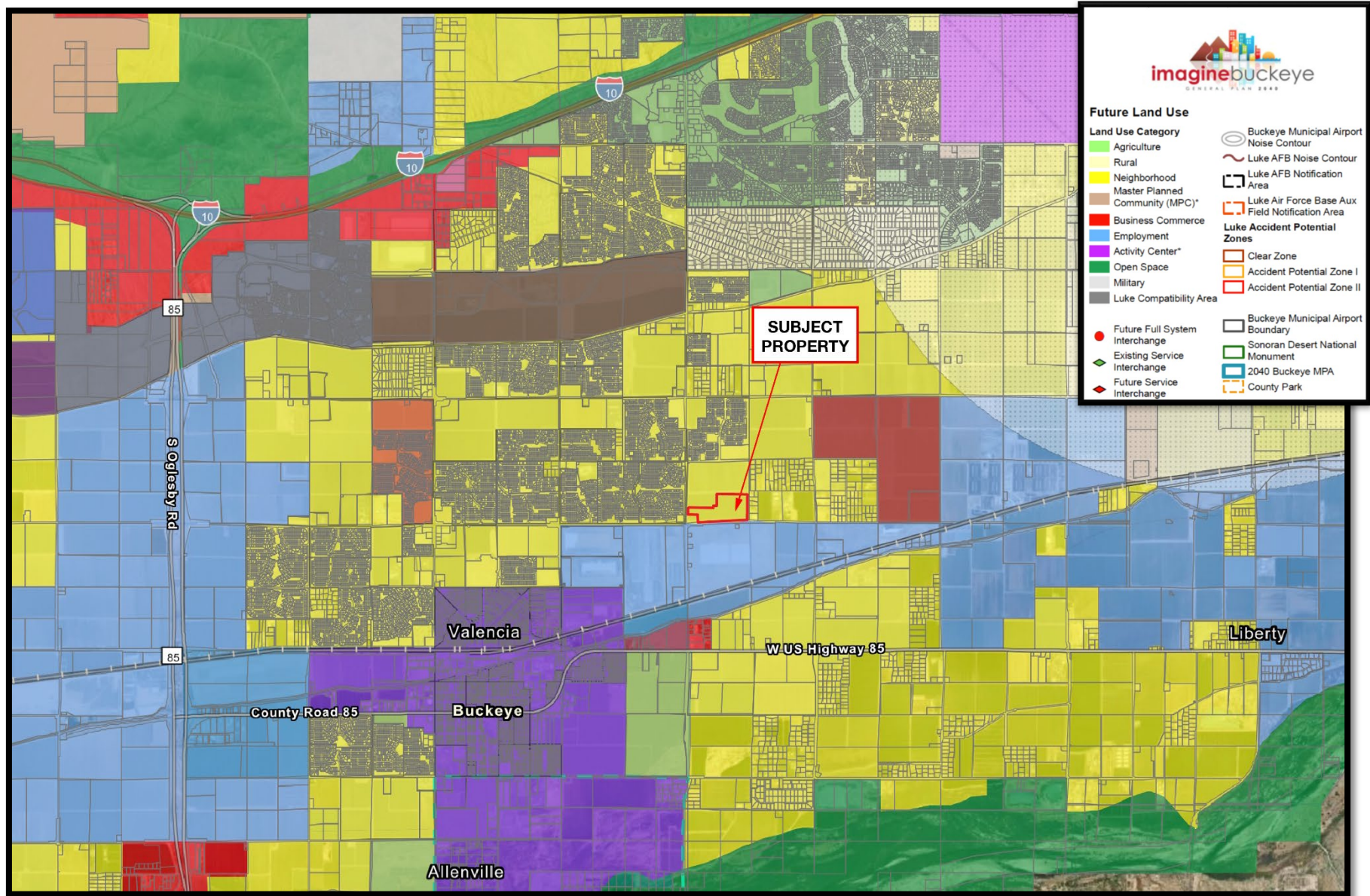


Exhibit C – Existing General Plan Land Use Map
 NEC of Southern & Watson

EXHIBIT D

Proposed General Plan Land Use Map

(on following page)

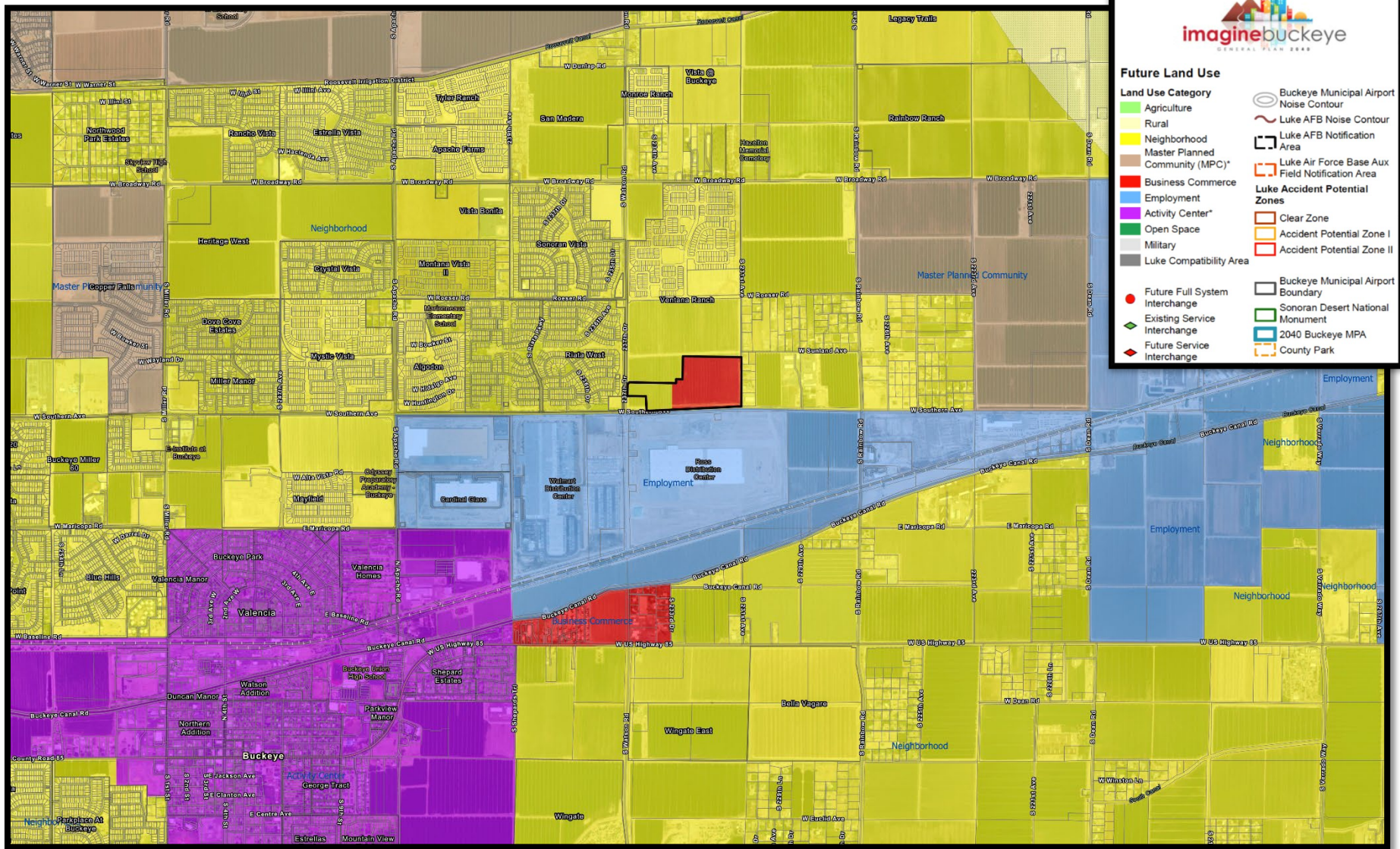


Exhibit D – Proposed Existing General Plan Land Use Map
 NEC of Southern & Watson

EXHIBIT E
City of Buckeye Annexation Map
(on following page)

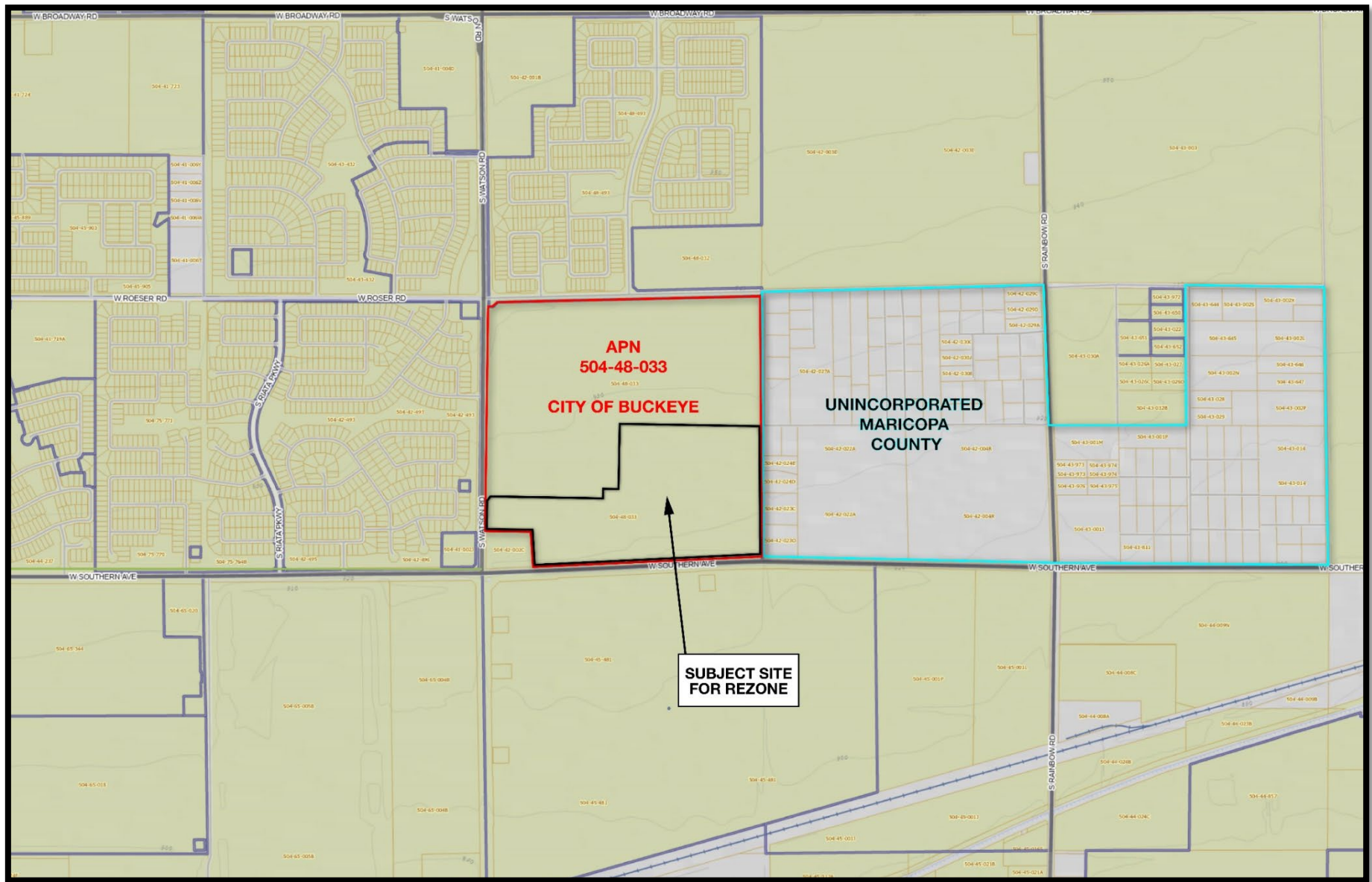


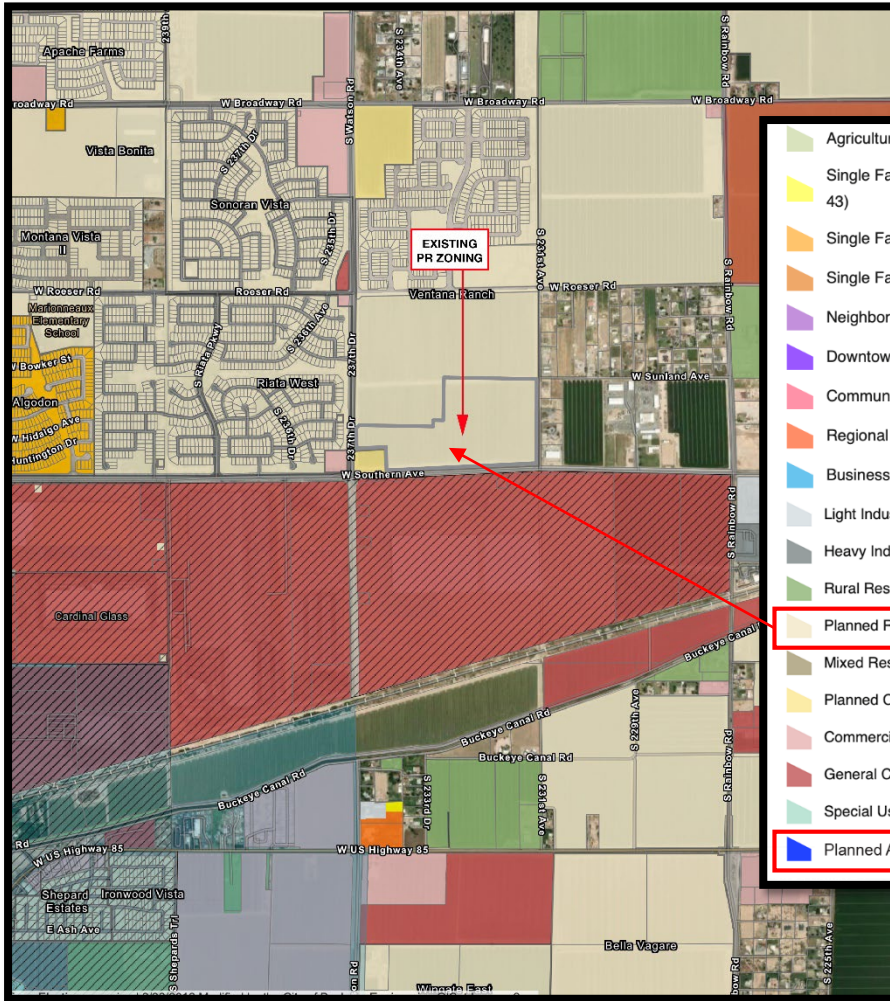
Exhibit E – Maricopa County Annexation Map
 NEC of Southern & Watson

EXHIBIT F

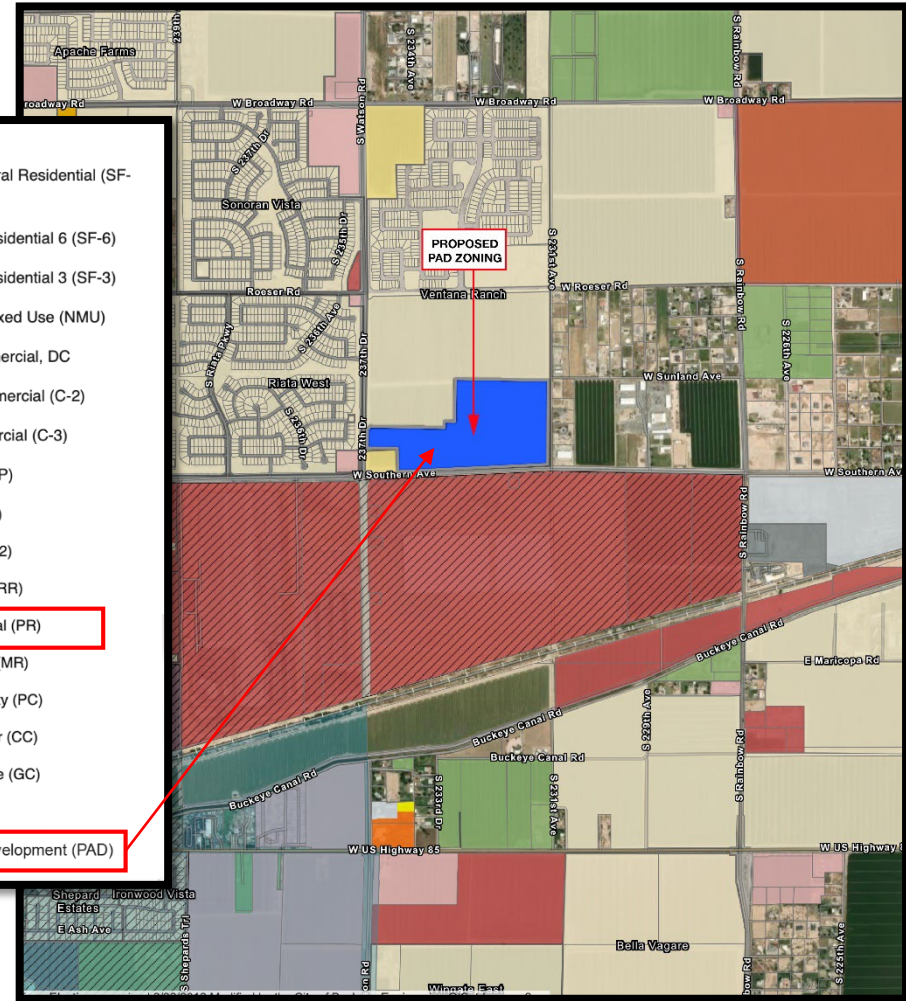
Rezoning Exhibit

(on following page)

Existing Zoning



Proposed Zoning



- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
- Neighborhood Mixed Use (NMU)
- Downtown Commercial, DC
- Community Commercial (C-2)
- Regional Commercial (C-3)
- Business Park (BP)
- Light Industrial (I-1)
- Heavy Industrial (I-2)
- Rural Residential (RR)
- Planned Residential (PR)
- Mixed Residential (MR)
- Planned Community (PC)
- Commercial Center (CC)
- General Commerce (GC)
- Special Use (SU)
- Planned Area Development (PAD)

EXHIBIT G
PAD Planning Areas
(on following page)



Exhibit G – PAD Planning Areas
NEC of Southern & Watson

EXHIBIT H
Neighboring County Parcel
(on following page)

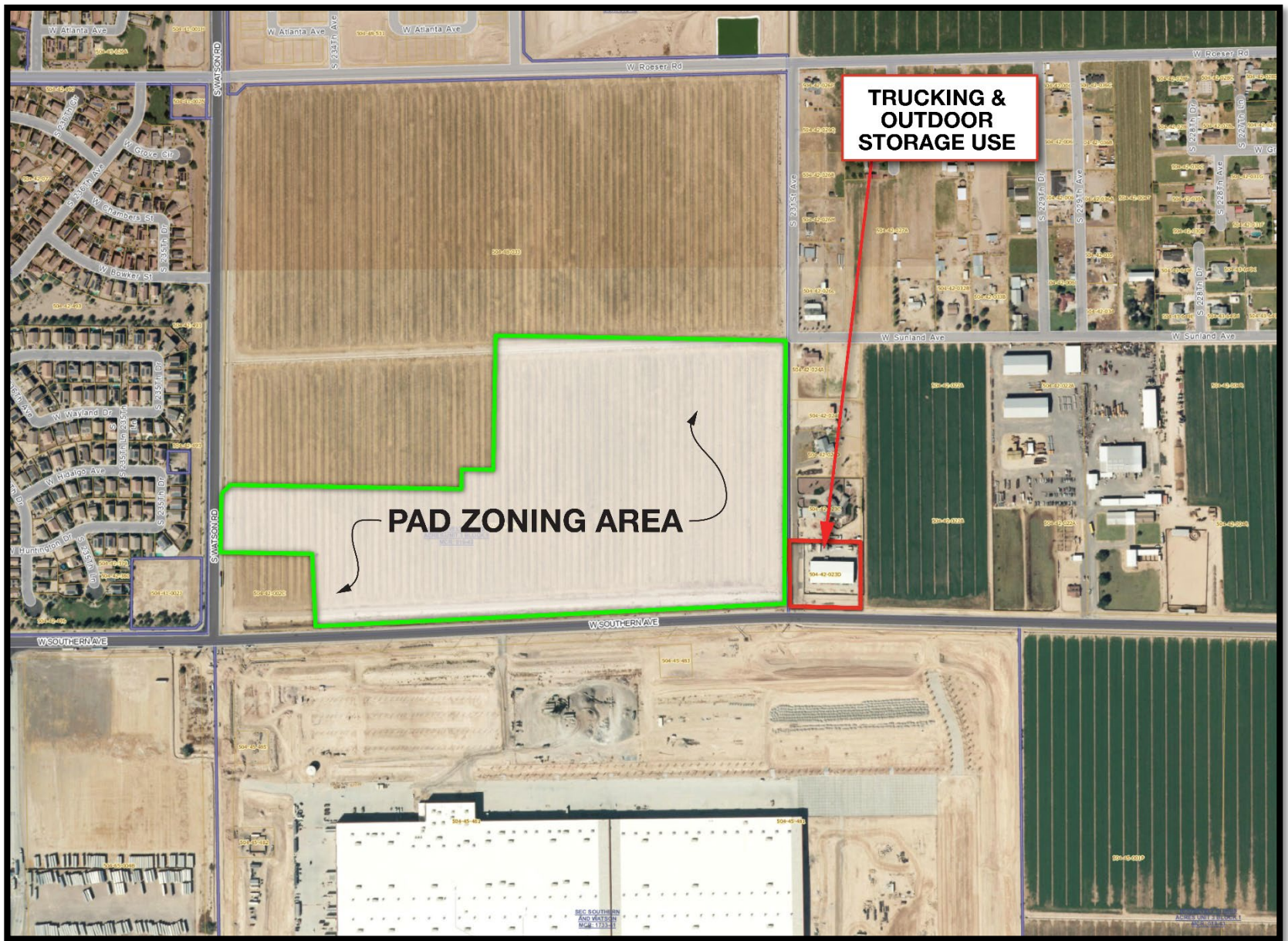


Exhibit H – Neighboring County Parcel
 NEC of Southern & Watson

EXHIBIT I
Use Table
(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 10, *Definitions*.

3.1.1. Explanation of Table Abbreviations.

- A. **Permitted Uses.** "P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.
- B. **Conditional Uses.**
 - 1. "C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, *Conditional Use Permits*. Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.
 - 2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, *Conditional Use Permits*.
- C. **Prohibited Uses.** A blank cell indicates that the use is prohibited in the respective zoning district.

EXHIBIT J
Proposed Well Site
(on following page)

PLANNED AREA DEVELOPMENT STANDARDS & GUIDELINES REPORT FOR: VENTANA RANCH SOUTH

*Northeast Corner of
W Southern Avenue and S Watson Road*

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: June 7, 2024

SECOND SUBMITTAL: July 11, 2024

THIRD SUBMITTAL: September 16, 2024

Development Team

Owner	Lennar Arizona, LLC 1665 W Alameda Dr. Tempe, AZ 85282 T: 602-595-2600 Contact: Vickey Morris, SR Project Manager
Attorney	Tiffany & Bosco, PA 2525 E. Camelback Rd. Suite 700 Phoenix, AZ 85016 T: 602-452-2716 Contact: William E. Lally, Esq.
Civil Engineers	Stantec 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155 T: 602 977-8075 Contact: Daniel Pottinger

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Appendix

EXHIBIT A. Context Aerial

EXHIBIT B. Legal Description and Property Map

EXHIBIT C. PAD Planning Areas

EXHIBIT D. Land Use Chart

EXHIBIT E. Pedestrian and Vehicle Connectivity Plan

I. Introduction

The Ventana Ranch South project site is an approximate 55.05-acre property at the southern portion of APN 504-48-033, generally located at the northeast corner of W Southern Avenue and S Watson Road (“the property”) in the City of Buckeye, Arizona (“City”).

The purpose of this Planned Area Development (“PAD”) is to facilitate development of the Property in two main planning areas, PAD-A, 11.18± acres (southwest corner) and a PAD-B, 48.88± acres (southeast corner). The proposed mixed-use development will allow for employment type uses such as office, manufacturing, light-industrial, and neighborhood serving uses including retail, restaurant and service type commercial uses. The PAD fulfills the City’s intent for appropriate permitted uses, in this unique area, which transitions from large industrial scaled buildings on the south side of Southern Avenue and existing residential uses to the north, east and west.

The property consists of the southern portion (55.05-acres), of Maricopa County Assessor Parcel Number 504-48-033 (“Property”). See Context Aerial included as **EXHIBIT A** of the Appendix, and Legal Description included as **EXHIBIT B**. It is primarily situated on the northeast corner of W Southern Avenue and S Watson Road. The intersection of W Southern Avenue and S Watson Road is an older, three-way intersection, consisting of Southern Avenue as through street and Watson is controlled with a stop sign. It is currently not signalized, nor is it improved to any significant standards.

The majority of land in this area of the City is utilized for large scale industrial, agricultural and residential uses. The adjacent properties to the south and southeast are currently zoned industrial, designated with the City’s obsolete General Commerce zone. The northern half of the parcel (92.91± Acres) will remain zoned Planned Residential (“PR”) and Lennar plans to develop this portion with single-family residential homes. Properties across Watson Road to the west of the site are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road zoned Commercial Center (“CC”), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Rd. See **Context Aerial, EXHIBIT A**.

II. General Plan Analysis

The Imagine Buckeye 2040 General Plan designates this area as Neighborhood and Business Commerce. The 43.87± acres of Business Commerce land use designation in this area, acts as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This PAD zoning, will ensure economic success because of the convenient access to the SR-85 and I-10, which supports marketability for the Property owners to advertise the proposed uses within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property’s location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce and Neighborhood, appropriate land designations for this transitional area. The Business Commerce land use designation provides for office, manufacturing, light-industrial, retail, service and other commercial uses

for the nearby residential neighborhoods and employees working in this area. The Imagine Buckeye 2040 General Plan describes these land use categories as:

Neighborhood: “The Neighborhood designation denotes areas that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multifamily units, such as apartments and condominiums. Residential land uses in excess of 1 du/ac are permitted in this designation. This land use designation may also include other integrated land uses that support neighborhood functions and contribute to the health and livability of neighborhoods, such as neighborhood scaled shops, parks and recreational facilities, religious institutions, small offices, and educational institutions. While vehicular access is needed in Neighborhood, bikeability, and walkability should also be a priority.”

Business Commerce: “Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.”

The 55.05-acre property does meet the specific criteria of the land use designation. It should be noted that the remaining 92.91± acres of the overall parcel, APN 504-48-033 will retain the Planned Residential zoning and the land use designation of Neighborhood, nor is not part of the PAD. Lennar, the owner and developer of the remainder of the parcel is seeking to develop single-family homes for future City residents. Being located along W Southern Avenue and S Watson Road, the Property has access to major roads and transit. The uses intended for the PAD require the Neighborhood and Business Commerce destinations and further support the surrounding neighborhoods. The PAD seeks flexibility for PAD-A and PAD-B areas, allow the market to dictate the evolution of the overall mixed-use project consistent with commercial, office and light-industrial user needs, see **Land Use Chart, EXHIBIT D**. The PAD replaces the previous zoning of Planned Residential, as this use is no longer appropriate with the existing land uses to the south of the property. The intent of the PAD is to achieve a use transition, without having negative impacts on either existing use to the north or south. In order to achieve this gradient of use intensities a non-residential use on the Property.

The Property’s surrounding uses makes for an ideal zoning designation of PAD, allowing for the customization of mixed-use development, which is needed in this general location. The expanded uses will serve the City of Buckeye and residents of this general location, by providing neighborhood services and employment. The PAD will be developed in phases. The General Plan designation reflects the need and appropriateness for varied commercial, office and light-industrial uses with the Mixed-Use Community District designation for this site. The PAD intends to align with the City’s vision for the area, and will serve a wide-range of users.

III. Legal Description of Property and Parcels

The legal description for the Property is attached as **EXHIBIT B** within the Appendix.

IV. Zoning and Conceptual Development Plan

With the Property being in close proximity to large light-industrial uses to the south and residential uses to the north, the PAD will serve residents, employees, and local traffic alike, with a wide variety of office, manufacturing, light-industrial, retail, service and other commercial uses. Within 55.05± acres, the Property will feature uses which will not only serve the surrounding community's residents and employees, it will also create an appropriate land use transition from massive structures, fronting the southern portion of Southern Avenue. This PAD will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

Because of the Property's surrounding uses, the PAD is broken up into two (2) planning areas called "PAD-A" and "PAD-B". See **PAD Planning Areas, EXHIBIT C**. These planning areas allow for a mixture of C-2, BP, and I-1 uses. See **Land Use Chart, EXHIBIT D**. "PAD-A" and "PAD-B", allow for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) with General Commerce zoning, to single-family residential (north of property). The permitted uses align with the obsolete zoning district of Commercial Center (CC), across Watson Road. In order to be able to achieve this transition, without having negative impacts on the existing surrounding uses, a non-residential use is required at the Property's location. This provides the surrounding residents, as well as current and future employees of the area, with an appropriate non-residential uses on the north side of Southern Avenue. The proposed uses are complementary to the large scale industrial buildings which front the southern portion of Southern Avenue, further demonstrating this gradual blend of use intensities. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the PAD. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be separated from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks and any cross-docks will be internal facing and screened from arterial roadways and residential uses, by utilizing adjacent buildings, along with a combination of berms, landscaping, and walls, to impede views. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities of retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of the City.

V. Project Phasing and Development Schedule

The Project will be developed in phases. The owner is working with two different development companies who are finding the appropriate users for the planning areas. PAD-B has been in development since the conception of this PAD, therefore it will be the first phase, followed by PAD-A. See **PAD Planning Areas, EXHIBIT C** for the delineations of the planning areas. Offsite improvements will be constructed concurrent with onsite land development efforts. Issuance of construction permits, fee payments, and required inspections will be coordinated through the City of Buckeye's Development Services Department.

VI. PAD Development Standards

The vision of this site is a unique mix of retail, commercial, office, light-industrial and services. This site will contain architecture that blends into the surrounding landscape, and existing architectural features found in the area. Playing off the unique blend of aesthetics, this site will also include pedestrian friendly

connections throughout providing connectivity between planning areas, without having to exit the proposed development.

A. Development Standards Table

The following are the Ventana Ranch South Development Standards:

Property Development – Perimeter Standards

Property Development Standards	PAD-A	PAD-B
Lot Coverage Maximum (percent)	60	80
District Size minimum (acres)	-	15
Minimum Setback Front (ft.)	Adjacent to residential district - 20 All others - 0	Setback from peripheral property line: 25 Adjacent to residential district: 75
Minimum Setback Side (ft.)	Adjacent to residential district - 50 All others - 10	
Minimum Setback Rear (ft.)	Adjacent to residential district - 50 All others - 0	
Maximum Building Height (FT)	50	65

The above table reflects “TABLE 4.1-3: DIMENSIONAL STANDARDS — NONRESIDENTIAL AND OTHER DISTRICTS” with PAD-A following the standards of “C-2” and PAD-B using “I-1”.

B. PAD-A Architectural/Design Standards

PAD-A will meet section 5.8 of the Buckeye Development Code of Ordinances. Representative imagery of the design standards for PAD-A are below.





C. PAD-B Architectural/Design Standards

PAD-B will meet section 5.9 of the Buckeye Development Code of Ordinances. PAD-B will cap the building size at 200,000 SF or less, with one (1) building permitted at a max size of 450,000 SF. All cross docks will be internal facing and will not be visible from Southern Avenue. If loading docks face Southern Avenue, openings will be shielded from visibility by utilizing a combination of berms, landscaping, and walls.

Representative imagery of the design standards for PAD-B are below.





D. Lighting

PAD-A and PAD-B will meet section 5.10 of the Buckeye Development Code of Ordinances.

E. Parking

Parking will meet Section 5.6 of the City's Zoning Ordinance requirements. Shared parking may be considered and implemented through approval of a Parking Study prepared by a qualified engineer during the Site Plan phase of the parcel.

F. Project Signage Standards

The PAD will comply with the City's Sign Code in Section 5.11 for the applicable standards.

G. Overall Design

Materials, colors, and landscaping materials utilized PAD-A and PAD-B will be complementary to each other. Buildings within PAD-A and PAD-B shall be designed using complementary architectural styles, material, and elements that create a cohesive feel across the extent of the project. This language shall not be interpreted as requiring "matching" buildings, but rather buildings that contextually relate to one another.

VII. Project Landscaping

A. Landscaping

Landscaping shall be provided in accordance with Section 5.4 of the Zoning Ordinance.

B. Open Space

Landscaping shall be provided in accordance with Section 5.3 of the Zoning Ordinance

VIII. Infrastructure / Utilities

A. Access

Southern Avenue fronts the majority of the south side of the Property, and Watson Road borders a small portion of the proposed commercial frontage. The Property's location allows for multiple, future access points from each arterial and provides future users a means to access the SR-85, approximately 4-mile east of the Property, as well as access to I-10 to the north, along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

B. Drainage

Onsite storm water storage will be provided in phasing, as required by the City and consistent with the Drainage Report once submitted. Site drainage may require drainage structures or walls to help guide the flows onto and through the development. These elements will thematically be designed to match the other walls within the development as needed to convey any historic drainage on site.

C. Water / Wastewater

Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site to the City of Buckeye.

D. Electric Power

The site will be served by extending Arizona Public Service (APS) service lines.

E. Pedestrian and Vehicle Connectivity

PAD-A and PAD-B will have pedestrian and vehicle interconnectivity, which will allow access to all areas of the proposed development without having to enter the adjacent right-of-way. Interconnectivity will expand to the residential single-family development to the north of PAD-A and PAD-B. This will promote a live/work community, providing amenities of retail, and employment within walking distance of residential homes. Future connections and locations are subject to change as the site plan process evolves. See **Exhibit E, Pedestrian and Vehicle Connectivity Plan**.

IX. Conclusion

The PAD plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west, and north, and a mixture of County, residential and

industrial type uses to the east. The PAD zoning will provide the basis for a future high quality commercial, business, employment, and neighborhood serving uses for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The PAD zoning is placed along the majority of the Southern Avenue to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area is positioned on the Property to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

EXHIBIT A

“Context Aerial”



EXHIBIT B

“Legal Description and Property Map”

(on following page)

VENTANA RANCH REZONING – LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A FOUND TOWN OF BUCKEYE BRASS CAP FLUSH BEING THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE NORTH 87°44'05" EAST 486.93 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 2°15'55" WEST 40.00 FEET, TO THE **POINT OF BEGINNING**.

THENCE NORTH 2°15'55" WEST, 332.00 FEET;

THENCE NORTH 89°00'30" WEST, 390.00 FEET;

THENCE NORTH 0°59'30" EAST, 249.99 FEET;

THENCE NORTH 45°59'30" EAST, 56.57 FEET;

THENCE SOUTH 89°00'30" EAST, 1055.22 FEET;

THENCE NORTH 0°59'30" EAST, 90.00 FEET;

THENCE SOUTH 89°00'30" EAST, 144.88 FEET;

THENCE NORTH 0°59'30" EAST, 613.07 FEET;

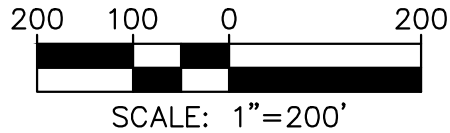
THENCE SOUTH 89°00'30" EAST, 1325.00 FEET;

THENCE SOUTH 0°14'24" WEST, 1201.03 FEET;

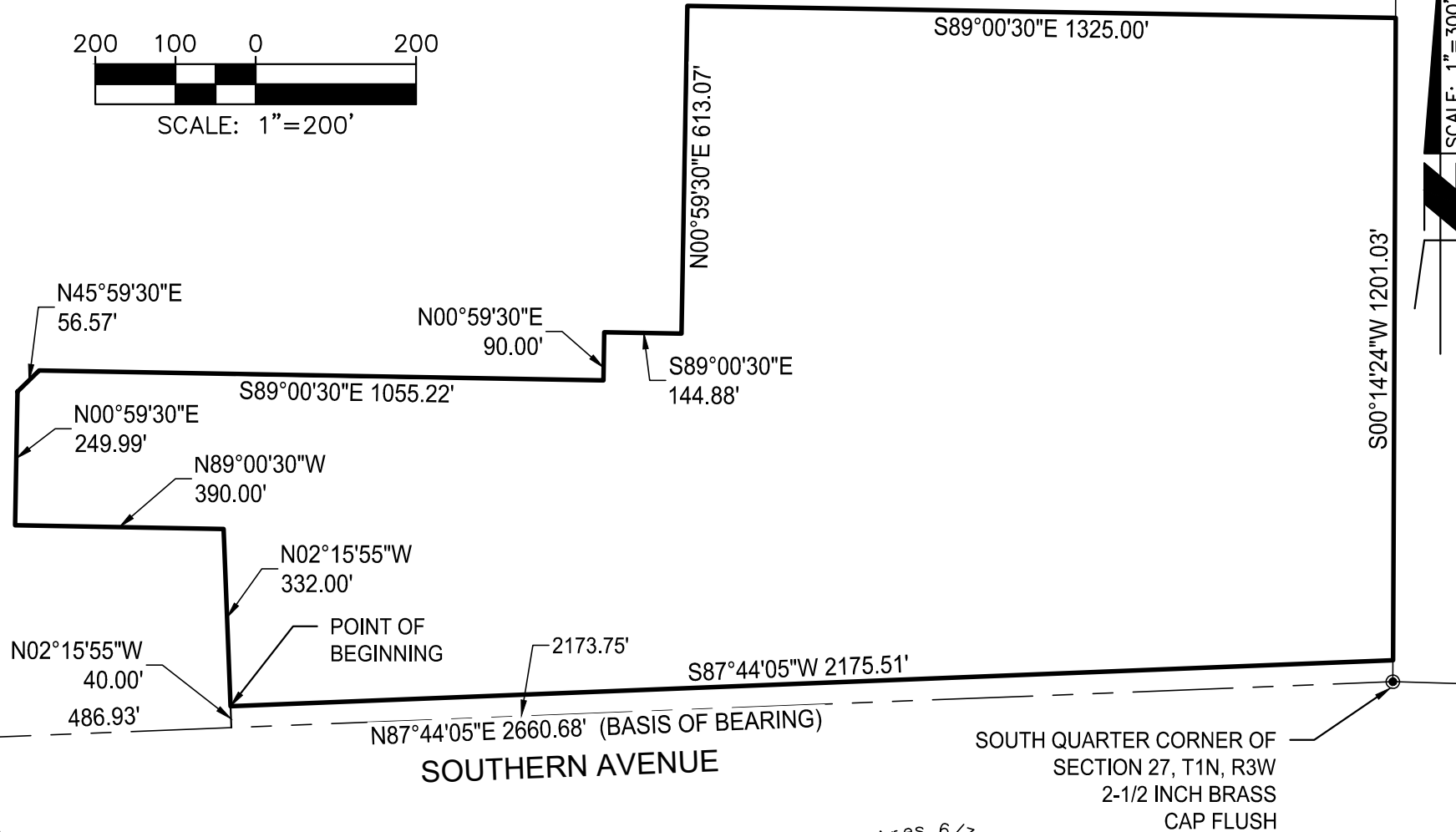
THENCE SOUTH 87°44'05" WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,282,680.32 SQUARE FEET OR 52.403 ACRES, MORE OR LESS.

VENTANA RANCH REZONING LEGAL EXHIBIT



WATSON ROAD



SOUTHWEST CORNER OF SECTION 27, T1N, R3W
TOWN OF BUCKEYE BRASS
CAP IN HAND HOLE

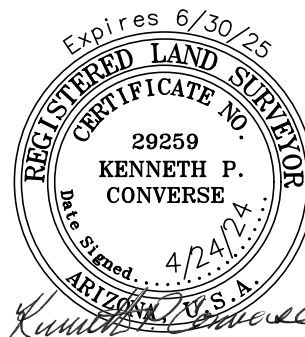


EXHIBIT C

“PAD Planning Areas”



EXHIBIT D

“Land Use Chart”

(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 10, *Definitions*.

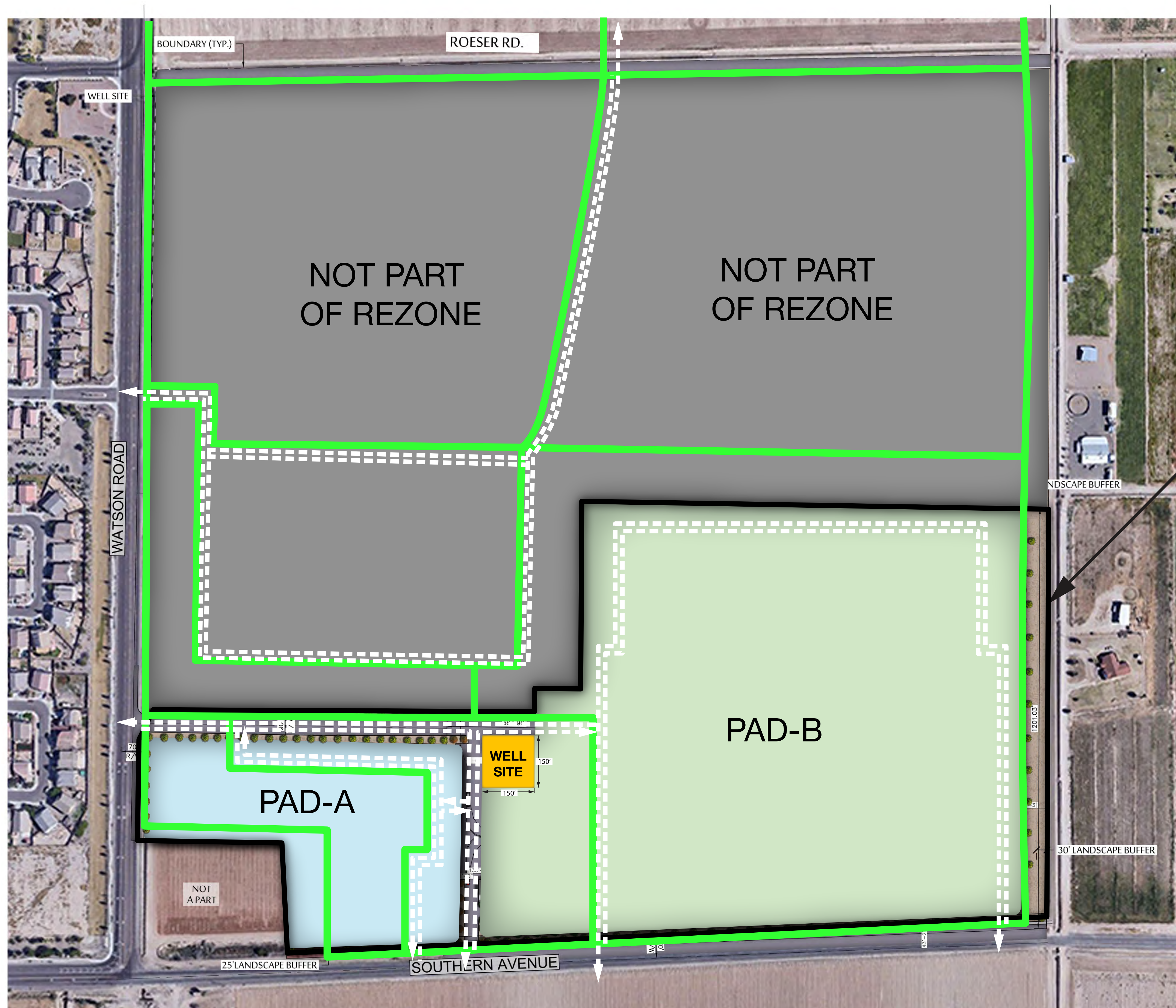
3.1.1. Explanation of Table Abbreviations.

- A. **Permitted Uses.** "P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.
- B. **Conditional Uses.**
 - 1. "C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, *Conditional Use Permits*. Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines*.
 - 2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, *Conditional Use Permits*.
- C. **Prohibited Uses.** A blank cell indicates that the use is prohibited in the respective zoning district.

EXHIBIT E

“Pedestrian and Vehicle Connectivity Plan”

(on following page)



PROPOSED PAD
REZONE AREA

KEY

----- VEHICULAR CIRCULATION

———— PEDESTRIAN CIRCULATION

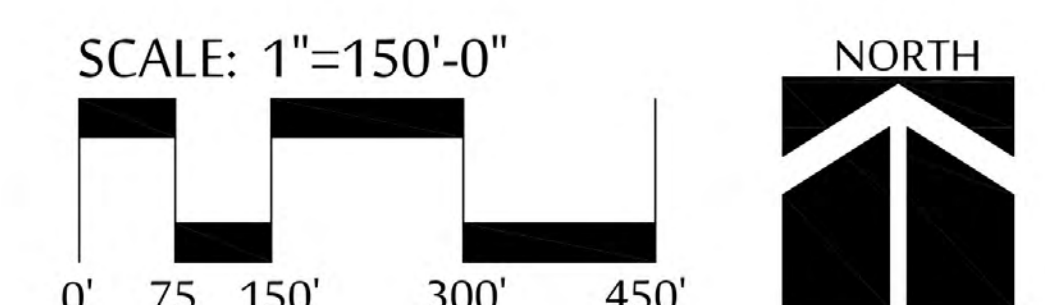


VENTANA RANCH SOUTH MAJOR PEDESTRIAN AND VEHICULAR CONNECTIVITY PLAN

SEC OF WATSON RD. & ROESER RD. - BUCKEYE, AZ

09/16/2024

NOTE: Routes may be altered during site plan approval phase.



Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002

1st Submittal Date: February 13, 2024

2nd Submittal Date: June 7, 2024

3rd Submittal Date: September 12, 2024

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("City"), adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary*.

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see **EXHIBIT A***, a copy of the Sign In sheet, *see **EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

- (i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
- (ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
- (iii) Where residents, property owners, and interested parties receiving notices, newsletters or other written material are located; and
- (iv) The number of people that participated in the process
- (v) A summary of concerns, issues and problems expressed during the process, including:
 - a. The substance of the concerns, issues, and problems
 - b. How we addressed or will address the concerns expressed during the process; and

- c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)



July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the “Property”). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye’s city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting: Date: Wednesday, August, 14th, 2024 Time: 6:00 P.M. Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326
--

The Planning and Zoning (“P&Z”) Commission and City Council hearings are not set at this time. As this application proceeds, the City’s Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject “PLZU-24-0001 & PLZZ-24-0002.”

Sincerely,

Holly Reading
Senior Project Manager

Vicinity Map

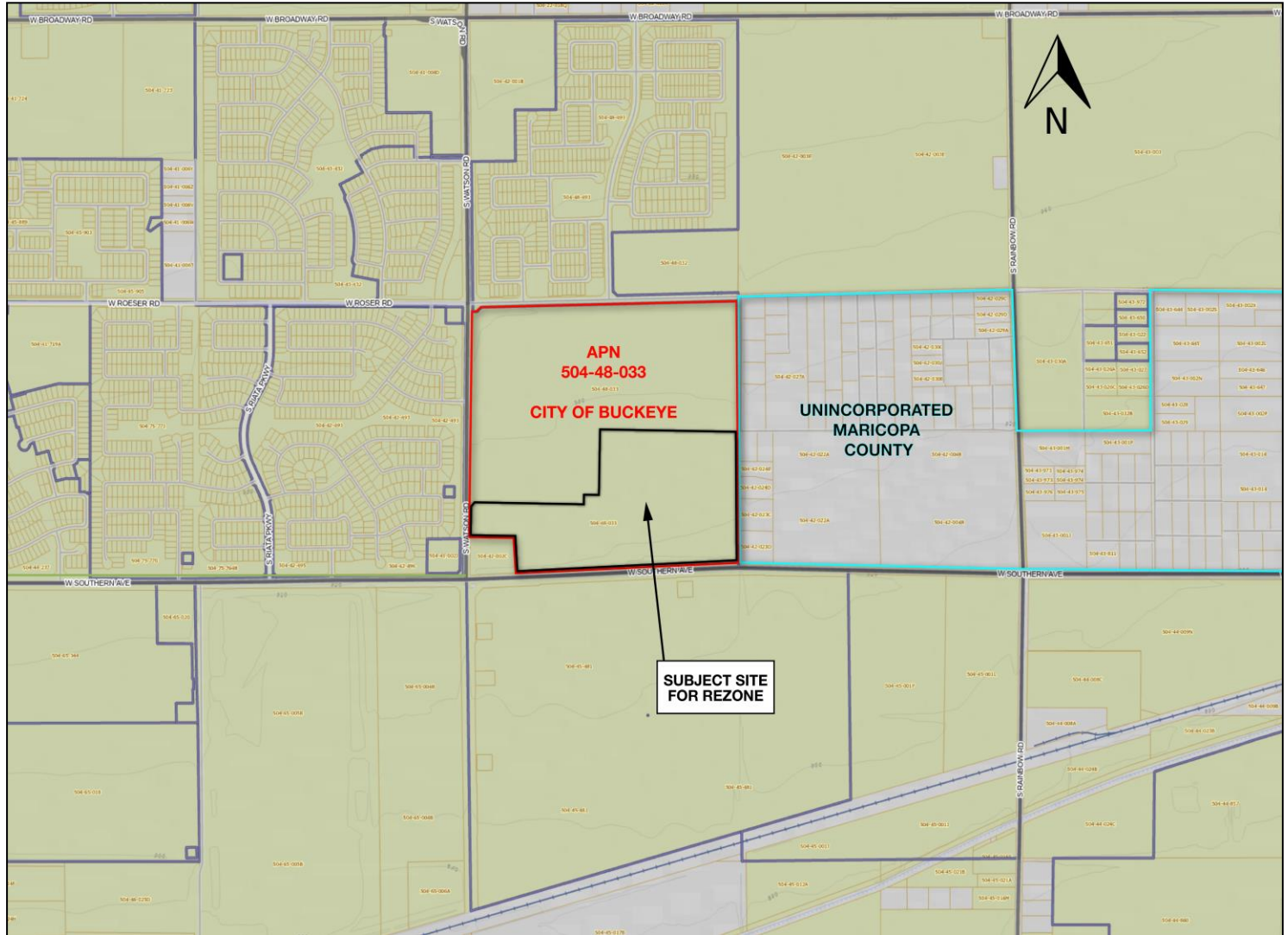


EXHIBIT B

Sign-In Sheet

(on following page)

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	WKMETAKMAN@MSN.COM	623-386-2734
Wolinda Kirkpatrick	23042 W. Southern Ave	wkmetakman@msn.com	623-386-2734
RICHARD WADDA			
Autumn Stanton	5889 S 235th Ln	autumnstantonbraugh.com	(123) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023a2@gmail.com	562-209-5366
Kourtney Bress	5639 S. 231st	kourtney.briese@gmail.com	623 703 1239
Ryan Bolhee	114 S 5th Street Buckeye	Ryan@downtownbuckeye.com	503-747-8024
Rud J	23891 W GROVE ST Buckeye		253-389-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for \$400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEE MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tried to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

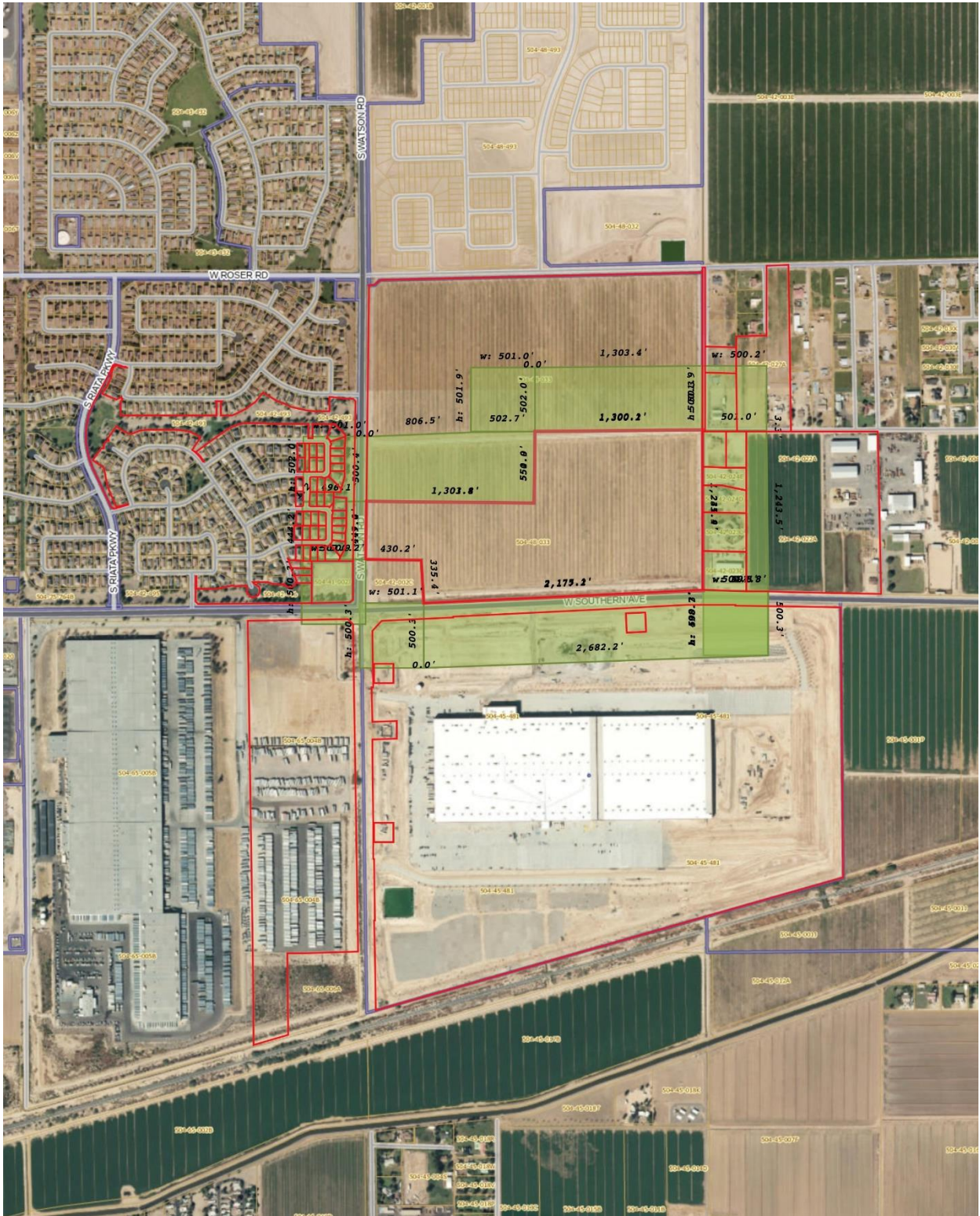
JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEE MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
HUNT BRANDON/ANA MARIA	23555 W PECAN RD	BUCKEYE	AZ	85326
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR	BUCKEYE	AZ	85326
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR	BUCKEYE	AZ	85326
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR	BUCKEYE	AZ	85326

JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR	BUCKEYE	AZ	85326
JONES CARROLL WAYNE JR	5653 S 235TH DR	BUCKEYE	AZ	85326
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR	BUCKEYE	AZ	85326
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE	BUCKEYE	AZ	85326
PINCKNEY RONNETTE	23549 W HIDALGO AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500' Buffer Map



From: [Jennifer Heeter](#)
To: [Ken Galica](#)
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

You don't often get email from ladyjennifer11@gmail.com. [Learn why this is important](#)

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,

My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,



Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: [autumn stanton](#)
To: [Ken Galica](#)
Cc: [Tony Youngker](#)
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 PM

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern.

Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more.

The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussy and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

[https://nextdoor.com/p/JBY26GbXk33C?
utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021](https://nextdoor.com/p/JBY26GbXk33C?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021)

[https://nextdoor.com/p/dh9345nBSxPL?
utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274](https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274)

AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 01-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 52.4 ACRES LOCATED APPROXIMATELY 450 FEET EAST OF THE NORTHEAST CORNER OF SOUTH WATSON ROAD AND WEST SOUTHERN AVENUE FROM PLANNED RESIDENTIAL (PR) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, by adoption of this Ordinance, the Council desires to amend the Zoning Map of the City of Buckeye by changing the zoning of approximately 52.4 acres of real property located approximately 450 feet east of the northeast corner of South Watson Road and West Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD); and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on October 8, 2024, and recommended approval of this zoning change subject to conditions; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

BE IT ORDAINED, by the Mayor and Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 52.4 acres of real property, as legally described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference, (the "Property") from Planned Residential (PR) to Planned Area Development (PAD).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of the Ventana Ranch South Planned Area Development Narrative, a copy of which is on file in the office of the City Clerk, as provided in Exhibit C attached hereto; the Ventana Ranch South Planned Area Development Standards and Guidelines Report, a copy of which is on file in the office of the City Clerk, as provided in Exhibit D attached hereto; and in accordance with conditions (a) through (r), as set forth in Exhibit E attached hereto.

Section 4. The Mayor, the City Manager, the City Attorney, and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 21st day of January, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Attachments:

- Exhibit A: Legal Description**
- Exhibit B: Depiction of the Land**
- Exhibit C: Ventana Ranch South Planned Area Development Narrative**
- Exhibit D: Ventana Ranch South Planned Area Development Standards and Guidelines Report**
- Exhibit E: Conditions of Approval**

EXHIBIT A

Legal Description

(Consisting of the following page(s))

VENTANA RANCH REZONING – LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A FOUND TOWN OF BUCKEYE BRASS CAP FLUSH BEING THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE NORTH 87°44'05" EAST 486.93 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 2°15'55" WEST 40.00 FEET, TO THE **POINT OF BEGINNING**.

THENCE NORTH 2°15'55" WEST, 332.00 FEET;

THENCE NORTH 89°00'30" WEST, 390.00 FEET;

THENCE NORTH 0°59'30" EAST, 249.99 FEET;

THENCE NORTH 45°59'30" EAST, 56.57 FEET;

THENCE SOUTH 89°00'30" EAST, 1055.22 FEET;

THENCE NORTH 0°59'30" EAST, 90.00 FEET;

THENCE SOUTH 89°00'30" EAST, 144.88 FEET;

THENCE NORTH 0°59'30" EAST, 613.07 FEET;

THENCE SOUTH 89°00'30" EAST, 1325.00 FEET;

THENCE SOUTH 0°14'24" WEST, 1201.03 FEET;

THENCE SOUTH 87°44'05" WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,282,680.32 SQUARE FEET OR 52.403 ACRES, MORE OR LESS.

EXHIBIT B

Depiction of the Land

(See the following page(s))

VENTANA RANCH REZONING LEGAL EXHIBIT

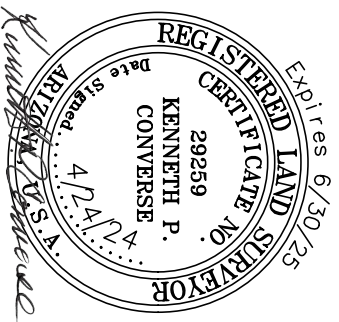
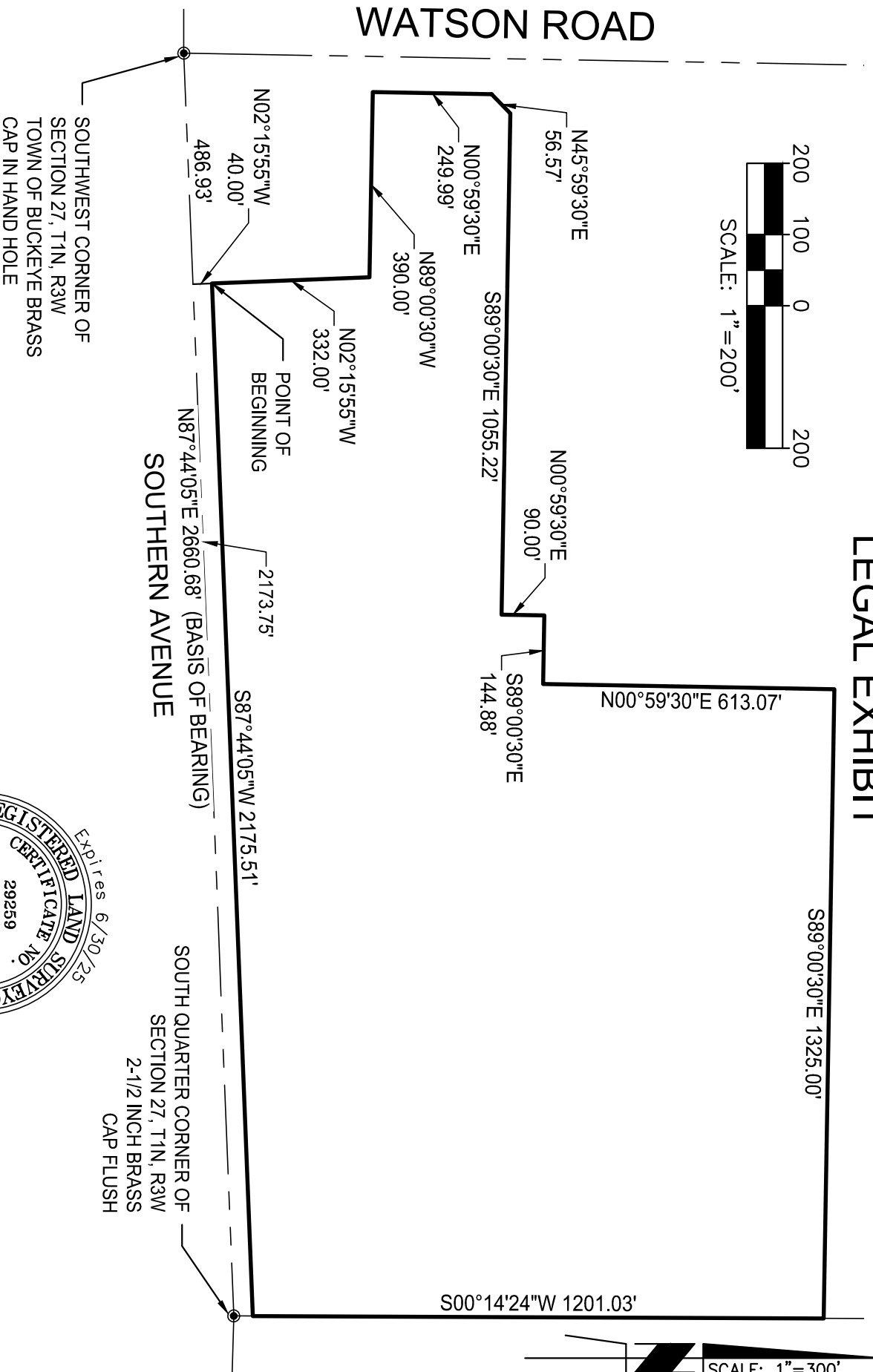


EXHIBIT C

Ventana Ranch South Planned Area Development Narrative

(On file with the City of Buckeye Clerk's Office)

EXHIBIT D

Ventana Ranch South Planned Area Development Standards and Guidelines Report

(On file with the City of Buckeye Clerk's Office)

EXHIBIT E

Conditions of Approval

Planning Division Conditions – Standard/General

- a) Development of the property shall be in conformance with the “Ventana Ranch South Planned Area Development Narrative” consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.
- b) Development of the property shall be in conformance to the “Ventana Ranch South Planned Area Development Standards and Guidelines Report” consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.
- c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

- d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.
- e) Cross-dock warehouse/distribution buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade elevation within this area.

Engineering Conditions – Standard/General

- f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

- a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.
- b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.
- c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.
- d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.

- e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.
- f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
- g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

- h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
- i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.
- j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
- k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

- l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
- m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.
- n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.
- o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (*Morus Alba*), Olive Tree (*Olea Europea*). Additionally, North Indian Rosewood Trees (*Dalbergia Sissoo*) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

- p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Conditions – Site Specific

- q) At or prior to site plan approval, property owner shall dedicate land for a future well site (well site #2) to the City of Buckeye, at no cost to the City. The land will be in substantially the location and dimensions depicted on Exhibit "J" of the "Ventana Ranch South Planned Area Development Narrative."
- r) Prior to building permit issuance, property owner or developer shall pay a pro rata share of the cost of one well to be installed within this section of land. The cost shall be based on the total max day demand anticipated for all phases of development in excess of the permitted volume of well #1. If this permitted volume meets or exceeds the total max day demand for all phases of development, the property owner or developer cost would be zero.

Ventana Ranch 2

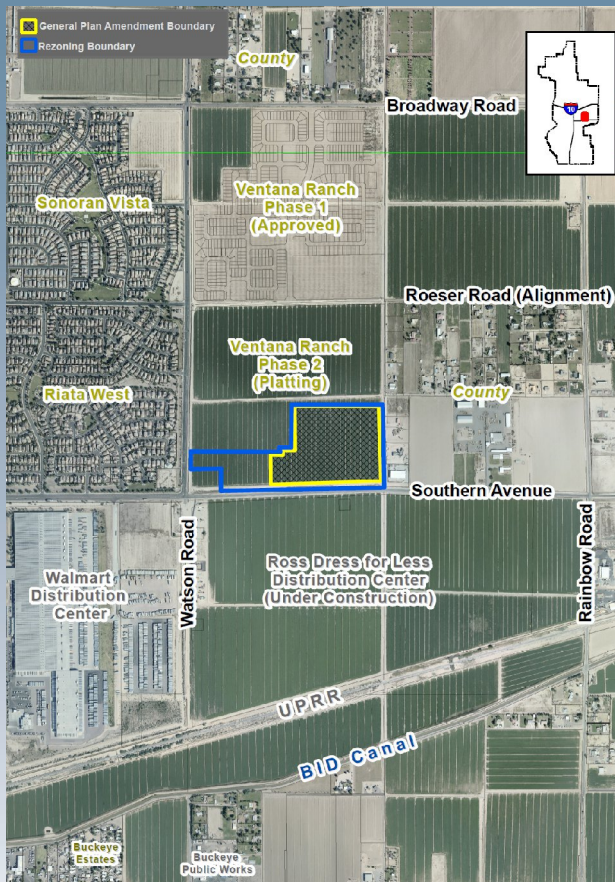
Minor General Plan Amendment and Rezoning

City Council Meeting

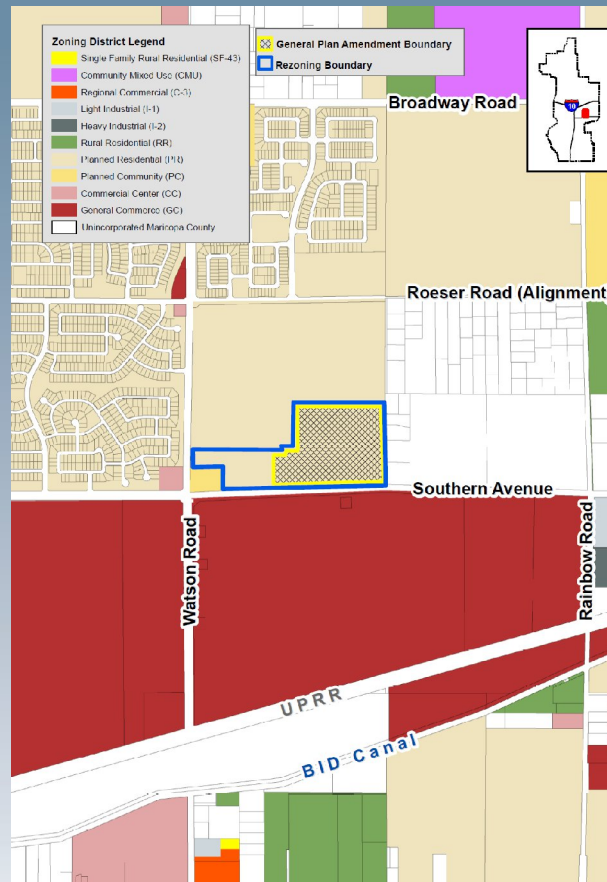
January 21, 2025 (Continued from November 19, 2024)

Cases PLZU-24-0001 and PLZZ-24-0002

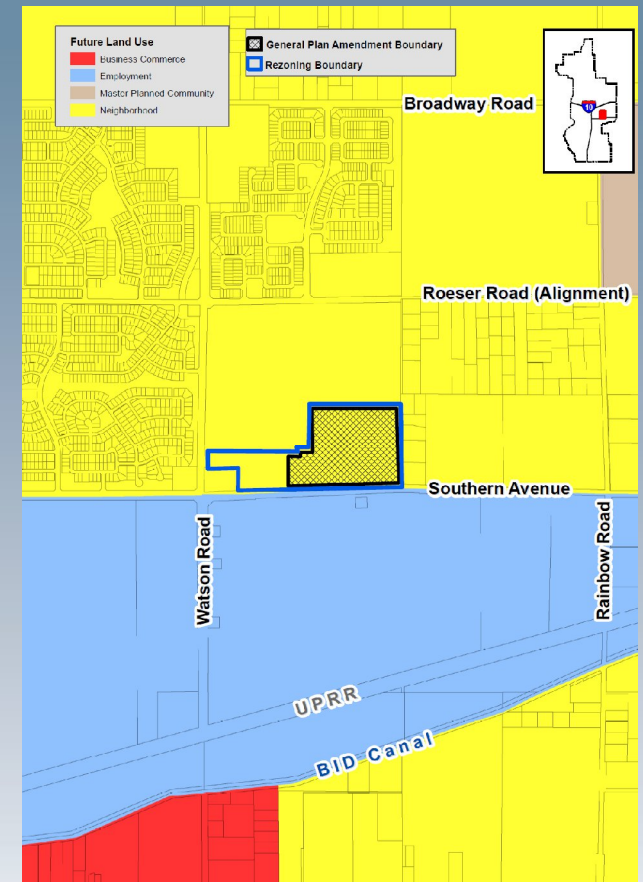




Aerial



Zoning Map

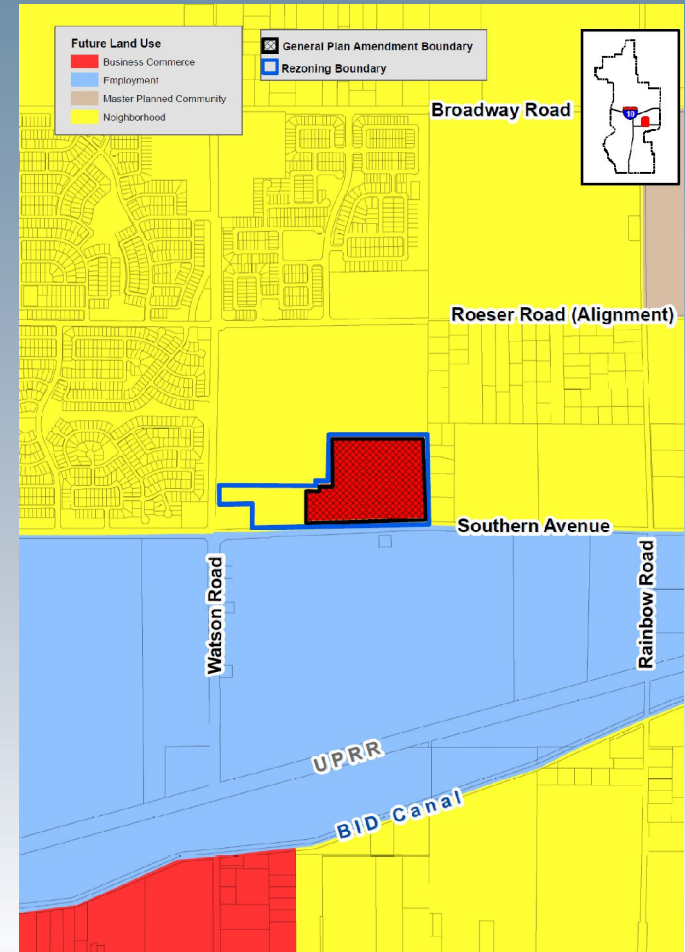


Existing General Plan LU Map



Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use:
Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?



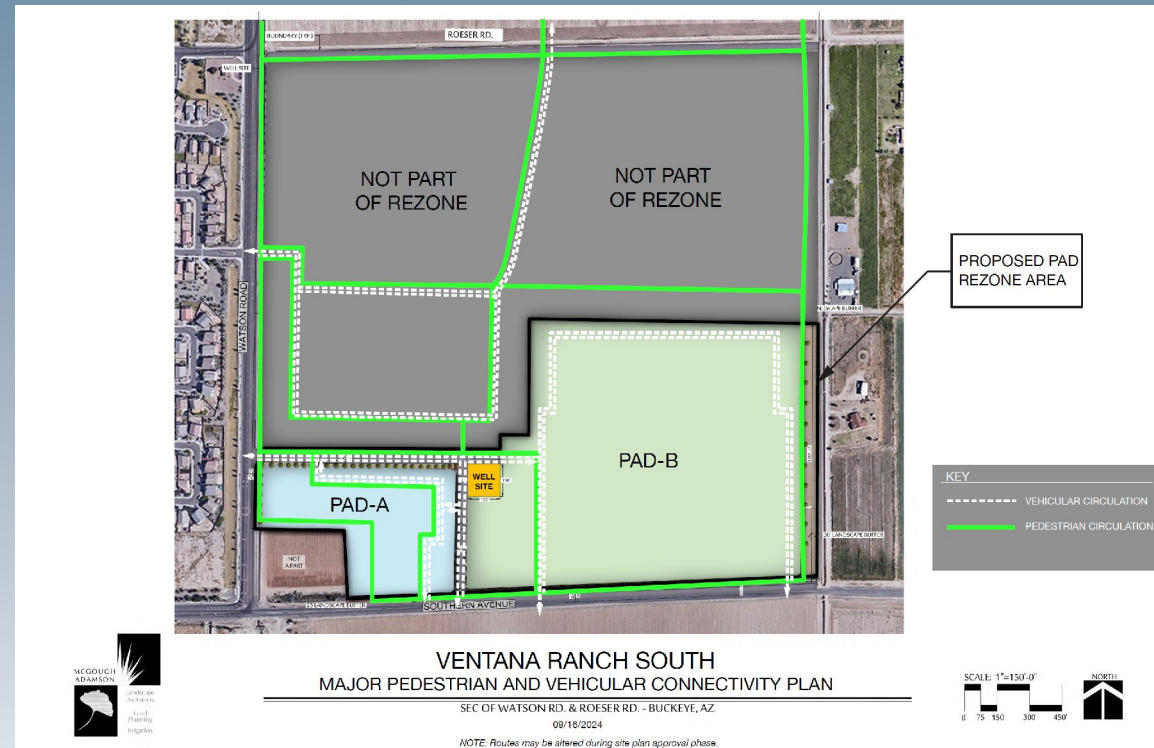
Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
 - PAD-A: Commercial
 - Uses based on C-1 and C-2 districts but more narrowly tailored
 - Development standards based on C-2, no modifications requested
 - PAD-B: Business Park
 - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
 - Development standards based on BP with two exceptions



Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
 - Maximum building height increase from 50 feet to 65 feet
 - Minimum building setback from residential increase from 50 feet to 75 feet
 - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
 - Approximately 10 attendees; mixed response to proposals
 - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
 - 500-foot mailing
 - Signs posted on property
 - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
 - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (r)

Public Hearing Required

****Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone****

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

MEETING DATE: 01/21/25	AGENDA ITEM: 6.A. ED - FY24/25 First Round Economic Development Catalyst Program Applicants.
DATE PREPARED: 01/15/25	DISTRICT NO.: All
STAFF LIAISON: Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on funding one Economic Development Catalyst Program applicant for the combined amount of \$3,450, plus certain City fees eligible for reimbursement.

SUMMARY

PROJECT DESCRIPTION:

The Economic Development Catalyst Program serves as an initiative aimed at revitalizing existing commercial and industrial properties within the City of Buckeye. Under this Program, eligible projects can receive up to \$50,000 in City funding to reimburse qualifying improvement costs. Additionally, certain City fees, including those for permitting, are eligible for reimbursement. Qualifying projects are mandated to serve an economic development purpose as determined by the city and further defined by the Program Guide. Eligibility encompasses all commercial and industrial properties within Buckeye's municipal boundaries, excluding residential properties.

Over the last 10 years, the Catalyst Program has assisted 43 businesses, resulting in the completion of 52 projects. This initiative has significantly enhanced both the appearance and economic success of these businesses. The Economic Development Catalyst Program reimburses property owners for pre-approved work up to a maximum of \$50,000. Applicants are required to provide a 25% match for the first \$25,000 of the requested funds and a 50% match for the second \$25,000.

Staff worked with interested parties and collected applications by the deadline of September 30th, 2024. A committee composed of City staff, members of the Mainstreet Coalition, and members of the Buckeye Valley Chamber of Commerce evaluated the three applications. Of the applications received, one is recommended for Mayor and Council consideration. The application is for the Snap Fitness trash enclosure work, which includes stucco and painting and represents a total project cost of \$4,600; of which \$3,450, plus certain City fees, are eligible for reimbursement through the program.

BENEFITS:

The program aims to generate additional jobs and sales taxes for the city by assisting local businesses with these redevelopment projects. Additionally, it seeks to beautify the City's commercial areas and enhance the aesthetic appeal of the surrounding neighborhoods.

FUTURE ACTION:

If awards are approved, staff will regularly report on the project's status and completion.

FINANCIAL IMPACT STATEMENT:

Upon successful completion of these projects the City anticipates additional sales tax revenues.

BUDGETED:

Yes

FISCAL YEAR:

24/25

FUND/DEPARTMENT:

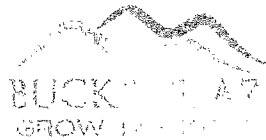
30701187-520023

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

ATTACHMENTS:

[Snap Fitness Catalyst Application 2024.docx.pdf](#)

[Catalyst Presentation 1st round- FY 2024.pptx](#)



City of Buckeye
Economic Development
Catalyst Program Application

Applicant/Business Name: Snap Fitness Property/Building Owner: LDS Equipment LLC
Project Address/Location: 827 E Monroe Ave Buckeye AZ 85326
Current Zoning District: Downtown Parcel Number(s): 400-25-094
Year Purchased: 2018 Year Built: 1930s
Name of Tenant: Snap Fitness "PR Fitness Scottsdale" Lease Expiration Date: 1/1/2029

Total Anticipated Budget: \$4601.21
Total Anticipated Financial Request: \$3450.90
Will this project require any City permits? ☒ Yes ☐ No
Please describe: To paint enclosure / Stucco Repair
(For permit information, please contact the City of Buckeye at (623) 349-6200)
If you are not the building owner, do you have permission from the building owner to make the described improvements? ☒ Yes ☐ No
Estimated start date 11/1/2024
Estimated completion date 2/1/2025

Applicant Name: Lorenzo Suozzi
Company/Business: Snap Fitness
COB Business License Number: 002862-05-2019
Phone: 480 338 5654 Fax: _____
E-mail: suozzi.lorenzo@gmail.com
Address: 827 E Monroe Ave
City: Buckeye State: AZ Zip: 85326

Contractor: Irie Zona Tattoo LLC
Company: Irie Zona Tattoo LLC
AZ/Buckeye License Number: 003428-05-2020
Phone: 757-243-4223 Fax: _____
E-mail: iriearttattoo@gmail.com
Address: 110 N 4th St
City: Buckeye State: AZ Zip: 85326

Economic Development Department

945 N. 215th Ave., Suite 137, Buckeye AZ 85326 • Phone 602-350-4225 • www.growbuckeye.com

*Site Plan may be required



City of Buckeye Economic Development Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

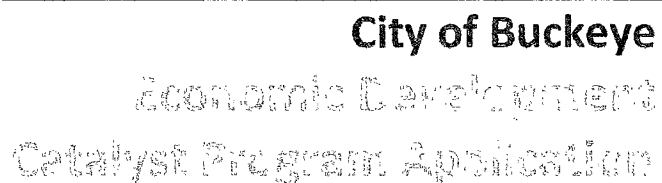
We are looking to contribute to the culture and vibe of downtown Buckeye by transforming our trash enclosure to becoming a piece of art. While also supporting a fellow local business.

Description of Work: (provide additional sheets as needed)

Apply stucco to make surface of 3 exterior trash enclosure walls smooth and paint-able.
Hire local tattoo shop to create custom fitness/inspirational mural and paint all 3 walls.

Economic Development Department

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(Anticipated, including soft costs, hard costs and in-kind labor if applicable)

PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than \$4,999 not required but are encouraged)

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City of Buckeye
Economic Development
Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, Lorenzo Suozzi, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of \$ 3450.90. I understand that the city must approve my application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

[Signature]
Applicant Signature
[Signature]
Property Owner Signature

9/11/2024
Date

9/11/2024
Date

Please return the completed Application to:

City of Buckeye
945 N. 215th Ave. Suite 137
Buckeye, AZ 85326

Phone: (602) 350-4225
spena@buckeyeaz.gov

FHR Construction Corp

7720 E Gelding Dr, Ste 200

Scottsdale, AZ 85260

Phone: 480-990-7555

Fax: 480-994-0222



Project Description:	Stucco to Trash Bin Enclosure	Date:	9/9/2024
Client Name:	Lorenzo Suozzi (PK Fitness)	Sq. Feet:	
Project Address:	827 E. Monroe Ave. Buckeye, AZ 85326	Email:	
Phone:	suozzilorenzo@gmail.com		

Preliminary Proposal

Itemized Summary

(**Pending FINAL, APPROVED Building plans and Permit(s) from City/County.)

Category/Description	Section Total	Special Notes
Detail - Stucco	\$1,500.00	Special Notes
Apply stucco to three (3) walls of trash bin enclosure. Smooth finish (lowest amount of grit possible). 12'x75" 12'x78" 8.6'x75"		
SUB-TOTAL #1	\$1,500.00	
Insurance	\$22.50	
Insurance for the project 1.5% of total project		
SUB-TOTAL	\$1,522.50	\$1,522.50
Tax 5.23%	\$79.70	\$79.70
PROJECT TOTAL	\$1,602.20	\$1,602.20

****NOTE:** All quoted prices are subject to change based upon requests/changes from client and for any unforeseen issues/adjustments that may arise during the construction process. A **Change Order** will be issued for any changes that are made or for any unforeseen issues that arise, during the construction process, after the signing of the contract with client and FHR Construction Corp.

TERMS & CONDITIONS:

Quote assembled per plan details.

Any additions, either by Client or required by CODE, not on the plan, will be at additional cost.

This Quote is valid for 30 days. After 30 days, acceptance of this Quote by FHR Construction Corp. is optional. Material costs can and do fluctuate and FHR Construction Corp. cannot guarantee the accuracy of this Quote beyond 30 days. Please examine this Quote carefully as we guarantee to furnish only the materials listed for the price shown, irrespective of how the inquiry may have read. Clerical errors are subject to correction. This Quote does not constitute a guarantee bid as items not listed or quantities greater than shown will be extra.

EXCLUSIONS:

- 1: Utilities.
- 2: Permits, Drawings, Engineering.
- 3: Structural verification or support.
- 4: Costs associated with after-hours work.
- 5: Any fees associated with any off-site work.
- 6: Anything not specifically mentioned in this Quote or shown on the drawings noted.
- 7: Landscaping, Irrigation piping/plumbing, plants & vegetation. To be completed by Others.

Signature: _____ Date: _____



PAINTING INVOICE

Bill From

Name: Andrew Heath
Company Name: IrieZona Tattoo LLC
Street Address: 110 N 4th St
City, ST ZIP Code: Buckeye, AZ 85326
Phone: 602-350-3713

Bill To

Name: Lorenzo Suozzi
Company Name: Pk Fitness Scottsdale LLC
Street Address: 827 E Monroe Ave.
City, ST ZIP Code: Buckeye, AZ 85326
Phone: 480-338-5656

Invoice No. 001**Invoice Date:** 09/10/24**Due Date:** TBD

Description of Work	Quantity	Price (\$)	Total (\$)
Mural (Wall 1) 12ftx75in	72 sq. ft.	\$15.38	\$1107.36
Mural (Wall 2) 12ftx78in	72 sq. ft.	\$15.38	\$1107.36
Mural (Wall 3) 8.6ftx75in	51 sq. ft.	\$15.38	\$784.38
Subtotal			\$2999.01
Sales Tax			
Other			
Total			\$2999.01

Terms and Conditions

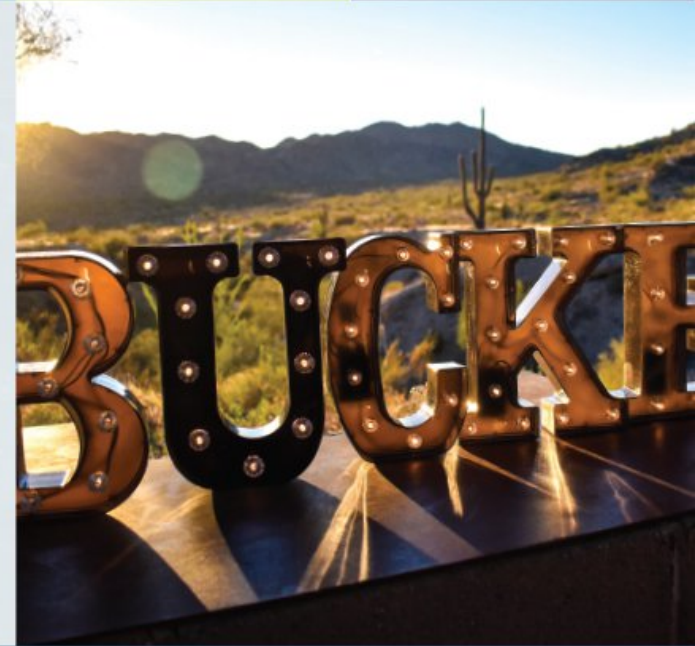
Thank you for your business. Please send payment within _____ days of receiving this invoice. There will be a _____% per _____ on late invoices.





Economic Development Catalyst Program

Council Meeting
1/21/2025



Catalyst Program Overview



- Program was established over 10 years ago
- Designed to promote the exterior rehabilitation of existing commercial properties while serving a public purpose.
- Offers grants of up to \$50,000 for eligible improvements; each project must provide a match of 25-50%

Return on Investment

- \$949,000 paid to qualifying businesses since inception
- \$1.7+ million in private investment
- Resulting in more than \$2.6 million in total investment
- ROI – 2:1 -- For every \$1 of City investment in the program we are receiving about \$2.00 in return in new investment in the community.

Program Updates: Qualifying Projects

Qualifying Projects:

- Added signage as a qualifying project
 - Signage must be part of larger façade improvement projects
 - Business community request
 - Supports DSAP initiatives to enhance design elements in Downtown
- Further clarified other qualifying expenses
 - Listed specific examples of qualifying projects
 - Based off 10 years of project awards
 - Samples only

Sample of Qualifying Projects:

- Building façade repair/replacement
- Exterior painting/lighting
- Exterior door and or window repair/replacement
- Commercial trash enclosure
- Enhanced landscaping
- Signage
- Etc.

Program Updates: Timelines

Timeline Updates:

- Added a one-year timeline for approved projects
 - Project must be completed within one year of Council award date
 - Six month extension allowable with written justification to the city
 - Provides further accountability to timely project completion
 - Projects not completed within one year timeframe are eligible to apply again as part of a future application process

Program Updates: Other

Award Amounts:

- Added max reimbursement per parcel within a certain time period
 - Parcels limited up to \$50,000 over three years
 - Allows a variety of businesses the opportunity to apply

Administrative:

- Standardized the Program Guide
 - Removed annual variations to create consistency and predictability
- Removed redundancy
 - Streamlined the Program Guide to create further clarity

What's Not Changing

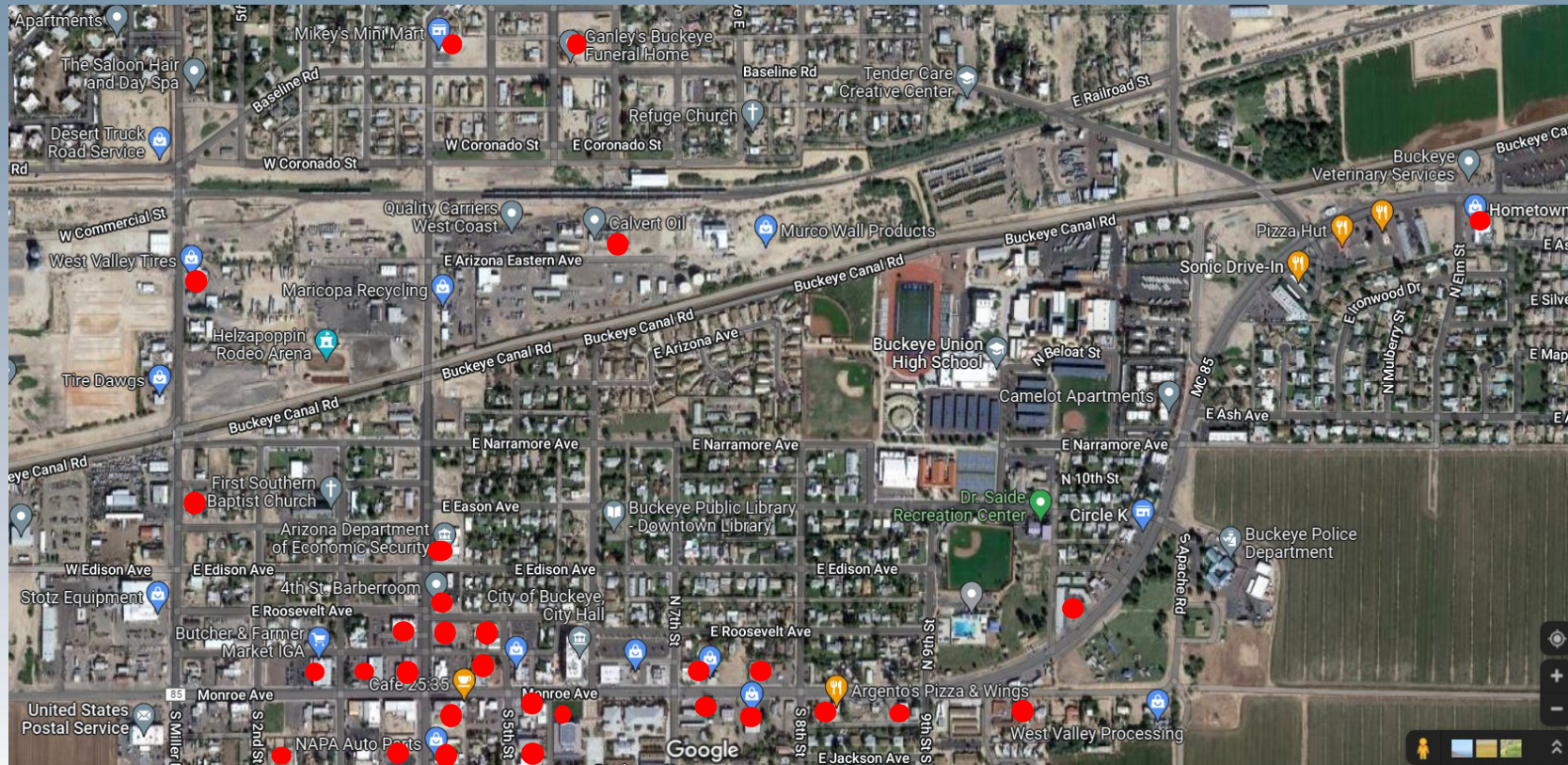
Funding:

- Program funded at \$250,000 annually
- Awards remain at up to \$50,000 per qualifying project
- Applications will occur twice a year (as funding is available)

Projects and Process:

- Did not remove any previously qualifying projects
- Application process remains the same
- Review committee remains the same

52 Completed Projects/43 Businesses



Project Updates

Ongoing projects – Approved in FY23 & FY24

- Diana's Buildings 2: Façade improvements
- La Placita: Façade improvements
- Southwest ChrioMed: Façade improvements
- Flat Tortilla: Façade improvements
- HFFV Investments: Façade improvements

FY25: First Round of Applicants

RFP issued in August 2024, we received 4 responses, the review committee recommended one project to move forward.

Applicants	Request
Snap Fitness	\$3,450.00
Total	\$3,450.00

Proposal #1: Snap Fitness

(9th St & Monroe)

- Stucco Work
- Trash Enclosure Painting

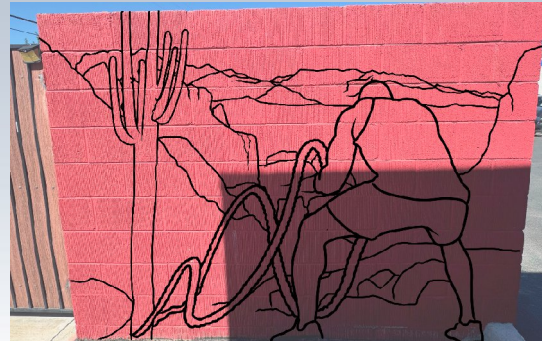
\$3,450- *Financial Request*

\$1,150- *Business Contribution*

\$4,600- *Approx. Project*



Proposal #1: Snap Fitness



Program Summary

- Staff recommends approval of the project noted in the total amount of \$3,450.00
- February application process opens again for another round of request for proposals.



Questions?