



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
FEBRUARY 4, 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 Engineering Services Agreement](#)

(Contract No. 2025175) between the City of Buckeye, an Arizona municipal corporation, and Kimley Horn and Associates, Inc., a North Carolina corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

Summary: The Finance Department issued a Request for Qualifications (RFQ No. 2025175) for On-Call Airport Engineering Services, intending to contract with one consulting firm. A Professional Services Agreement was prepared for Kimley Horn, Inc., the consulting firm deemed the most qualified for Airport Engineering 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 Engineering Services streamlines the procurement process and allows for expeditious project execution for airport engineering related projects. Staff Liaison: Scott Gray, Aviation Director, sgray@buckeyeaz.gov, (623) 349-6885

- *4.B** Council to take action on the nominations for formal appointment of Councilmember Clay Goodman as the Primary Member and Councilmember Tony Youngker as the Alternate Member of the Community Development Advisory Committee (CDAC) for the remainder of the current term ending on June 30, 2026.

Summary: Council to make the nominations for formal appointment of Councilmember Clay Goodman as the Primary Member and Councilmember Tony Youngker as the Alternate Member of the Community Development Advisory Committee (CDAC) for the remainder of the current term ending on June 30, 2026. CDAC acts in an advisory capacity to the Maricopa County Board of Supervisors (BOS) and makes recommendations to the BOS concerning project selection, funding allocations and overall policy direction regarding the Urban County Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. Nominations are forwarded to the BOS for formal appointment. Staff Liaison: Andrea Marquez, Senior Planner, am Marquez@buckeyeaz.gov, (623) 349-6220

- *4.C** Council to take action on the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Meritage Homes of Arizona, Inc., an Arizona corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

Summary: As part of its development of land generally located at the northwest corner of Beloit Road and Apache Road, known as the Mountain View Estates, Meritage Homes is required to construct certain off-site right-of-way improvements for Apache Road (the "Off-Site Improvements"). As the Property does not access Apache Road and there are currently no developments on Apache Road to the east or north of the property, completion of the Off-Site Improvements is premature at this time. Owner has requested, and the City has agreed, that rather than Owner immediately constructing the Off-Site Improvements, Owner may make the In-Lieu Payment in a single lump sum in the amount of \$517,080.30 to the City as full satisfaction of the Owner's obligation to construct the Off-Site Improvements. The City shall hold such In-Lieu Payment funds until such time as the funds are applied by the City to the cost of construction at the time the City constructs or causes to be constructed, the Off-Site Improvements. The Public Improvements In-Lieu Payment Agreement memorializes the terms and conditions related to the payment.

Staff Liaison: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442

- *4.D** Council to take action on the City of Buckeye, Arizona-APS Utility Easement; authorize the Mayor to execute the Easement instrument in favor of Arizona Public Service Company, an Arizona corporation; and 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 Easement on behalf of the City of Buckeye.

Summary: The Water Resources Department (WRD) is requesting approval for the grant of a utility easement in favor of Arizona Public Service Company (APS) at the southwest corner of Rooks and Roeser Roads (north 780 feet of the east 1,200 feet of the Southeast quarter of Section 25, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian) to facilitate provision of power to the Farallon Water Campus. The easement is approximately 0.12 acres (5538 square feet). The utility easement in favor of Arizona Public Service Company is required for providing power to the Farallon Water Campus and the timely completion of its construction.

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

- *4.E** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025237) between the City of Buckeye, an Arizona municipal corporation, and Empire Southwest, LLC, a Delaware limited liability company; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

Summary: The City wishes to enter into a contract with Empire Southwest, LLC, which would allow the City to purchase necessary generators through the vendor's existing cooperative purchasing contract with Sourcewell, a local government unit and cooperative organized under the laws of the State of Minnesota. The City has incorporated its terms and conditions into the Sourcewell contract, via Cooperative Contract Purchase Addendum (CCPA) No. 2025237. The CCPA has a not to exceed (NTE) amount of \$800,000 for the duration of the CCPA from its date of execution to its expiration on November 22, 2026.

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

- *4.F** Council to take action on Change Order No. 1 to the Cooperative Construction Purchase Addendum (CCPA) (Contract No. 2024147) between the City of Buckeye, an Arizona municipal corporation, and Progressive Services, Inc., dba Progressive Roofing, an Arizona corporation; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

Summary: Sundance Crossings was built in 2008 and is in need of recoating. This coating will extend the life of the roof and provide the City with a ten-year warranty. This coating will be applied to Building B at Sundance Crossings, located at 21749 West Yuma Road. This building is currently occupied by Courts and Water Resources. The original contract price is amended by increasing the not-to-exceed amount from \$188,998.08 to \$368,213.08, and the fee schedule is amended to include additional services.

Staff Liaison: Amy Murray, Public Works Interim Director, amurray@buckeyeaz.gov, (623) 349-6835

- *4.G** Council to take action on the submission of a \$151,465 Fiscal Year 2026 Shooting Range Development Grant Program application through the Arizona Department of Game and Fish for the enhancements and re-opening of the two archery ranges at the General Joe Foss Shooting Complex.

Summary: The City of Buckeye and Maricopa County entered into an Agreement to provide for the management of the General Joe Foss Shooting Complex (Foss Shooting Complex). The

Buckeye Community Services Department would like to improve the archery areas to provide for functioning courses, parking access, pathways, shooting station enhancements, a pergola, seating areas, picnic tables, signage, and training equipment. The grant request amount is \$75,732 with a City of Buckeye match of \$75,733.

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

- *4.H** Council to take action on the approval, acceptance, and execution of a Memorandum of Understanding (MOU) with the City of Glendale for the participation in the Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Regional Grant Award (Application ID: EMW-2023-FG-06309); and authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Memorandum of Understanding.

Summary: This Grant and Agreement is to protect the health and safety of firefighting personnel and the public against fire and fire-related hazards through firefighter personnel trainings. The Memorandum of Understanding (MOU) supports the training of nineteen Buckeye Fire-Medical-Rescue Department firefighting personnel; the Grant covers two years. The trainings will be held in conjunction with neighboring jurisdictions who are also participants of the Memorandum of Understanding. This joint training effort ensures that all participating agencies are held to the same training and operating standards as mutual aid is often rendered between these agencies. The federal grant portion associated with the Memorandum of Understanding is \$188,595.21. There is a fifteen percent match amounting to \$28,289.28 required from the City.

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

- *4.I** Council to take action on the January 7, 2025 Council Workshop Minutes and January 7, 2025 Regular Council Meeting Minutes.

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

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

5. Public Hearings and Non-Consent - New Business

- 5.A** Council to hold a public hearing only regarding a Blank Annexation Petition requesting to annex one parcel of land, totaling approximately 3.7 acres from Maricopa County to the City of Buckeye, located at 600 North Jackrabbit Trail approximately 1,107 feet from the southwest corner of Roosevelt Street and Jackrabbit Trail, Application No. PLZM-24-0087.

Summary: Thomas Hunt, on behalf of property owner TWC-Jackrabbit Trail Properties LLC, is requesting annexation of one parcel of land, totaling approximately 3.7 acres, located at 600 North Jackrabbit Trail approximately 1,107 feet from the southwest corner of Roosevelt Street and Jackrabbit Trail. The proposed annexation, Application No. PLZM-24-0087, meets the requirements of Arizona Revised Statutes Section 9-471. This is the first of two public hearings required for the annexation; upon closing the public hearing, no additional action is required. A second public hearing is anticipated to be held on March 4, 2025, following which Council may consider adoption of an ordinance approving the proposed annexation. The annexation will bring additional developable land within City limits.

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

- 5.B** Council to hold a public hearing only regarding a Blank Annexation Petition requesting to annex eight parcels of land and adjacent right-of-way consisting of approximately 167.8 acres from Maricopa County to the City of Buckeye, located at the southwest corner of Verrado Way and Yuma Road, Application No. PLZM-24-0006.

Summary: The applicant is requesting annexation (Application No. PLZM-24-0006) of eight parcels of land with accompanying adjacent right-of-way, totaling approximately 167.8 acres, located at the southwest corner of Verrado Way and Yuma Road. This is the first of two public hearings required for the annexation. Annexation of the property will allow for it to be developed under City standards and policies.

Staff Liaison: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 640-6093

- 5.C** 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 February 4, 2025 Council agenda at the January 21, 2025 meeting.

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

- 5.D** 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 February 4, 2025 Council agenda at the January 21, 2025 meeting.

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

5.E [Council to take action on Resolution No. 01-25 adopting fees for solid waste services pursuant to Arizona Revised Statutes § 499.15; providing for repeal of conflicting resolutions; and providing for severability.](#)

Summary: Adoption of Resolution No. 01-25 will establish a multi-year fee schedule for solid waste collection and disposal services for the City. The proposed solid waste rates will be effective March 6, 2025, with additional rate amendments scheduled to be billed in December of each year. Benefits of adopting a fee schedule allows citizens to anticipate rates charged during specific periods of time and allows the City to accurately and properly charge fees to consumers, ensuring accurate and responsible cash flow to allow the City to provide solid waste collection and disposal services accordingly. The Solid Waste Enterprise Fund is currently not meeting the City's council approved financial policies of having a 60-day operational reserve and absent a rate adjustment will require a General Fund subsidy beginning with Fiscal Year 2026. This subsidy would increase each year absent this rate adjustment.

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

6. Comments from the Mayor and Council

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

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

8. Proposals for Future Agenda Items

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

9. Adjournment

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

MEETING DATE: 02/04/25	AGENDA ITEM: 4.A. AV - On-Call Professional Service Agreement for Airport Engineering Services
DATE PREPARED: 01/30/25	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 Engineering Services Agreement (Contract No. 2025175) between the City of Buckeye, an Arizona municipal corporation, and Kimley Horn and Associates, Inc., a North Carolina corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

On September 30, 2024 the Finance Department issued a Request for Qualifications (RFQ) #2025175 for On-Call Airport Engineering Services, with the intent of contracting one (1) consulting firm. Statements of Qualifications (SOQs) were due on October 28, 2024, and five (5) SOQ packets were received for Airport Engineering Services. An evaluation team of five (5) panel members were formed and each independently scored the submittals. The evaluation team met on November 12, 2024, and reviewed and ranked the five (5) detailed SOQ submittals. At the close of evaluations, two (2) firms were shortlisted for an interview phase. Following the interviews on December 4, 2024, Kimley Horn, Inc., was deemed the apparent most qualified for Airport Engineering Services and a contract was prepared for Kimley Horn, Inc. The contract period for the awarded contract is for an initial term of one (1) year with no more than four (4) 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 (5) years, the City expects to execute several Capital Improvement Projects (CIP).

BENEFITS:

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

FUTURE ACTION:

Task Orders under this Contract will be issued to the consultant to complete a wide range of airport engineering 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 No. 2025175 Kimley Horn Airport.pdf](#)

ON-CALL CONSULTING FOR
AIRPORT ENGINEERING SERVICES
BETWEEN
CITY OF BUCKEYE
AND
KIMLEY-HORN AND ASSOCIATES, INC.
CONTRACT NO. 2025175

THIS PROFESSIONAL SERVICES CONTRACT, (the "Contract") is entered into on _____, by and between the CITY OF BUCKEYE, an Arizona municipal corporation, (the "City") and Kimley-Horn and Associates, Inc., a North Carolina 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. 2025175 On-Call Airport Engineering 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 Engineering 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 Engineering 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 Agreement and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that to the best of its knowledge, 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 ENGINEERING SERVICES:

Consultant must demonstrate broad proficiency in Airport Engineering Services, but not limited to the following list of services for this Contract:

- Proficiency in Airport Engineering Services
- Preparation of all tasks to undertake and accomplish a full and complete project design
- Prepare detailed plans, specifications and cost estimates
- Knowledge of all applicable Federal Aviation Administration and Arizona Department of Transportation guidelines for airport and related grant administration
- Develop design schematics, sketches, environmental and aesthetic considerations
- Provide project recommendations, preliminary layouts and associated cost estimates
- Develop a list of basic design assumptions for City of Buckeye review and approval
- Develop work sequence or schedule including permits, time restrictions, access, phasing for the project
- Comply with all applicable City of Buckeye technology standards and practices
- Provide clarifications and interpretations of plans and specifications
- Meet schedule for all design deliverables determined by project size and complexity
- Knowledge of Land use Compatibility recommendations
- Cost/Benefit Studies for Airport Improvement Grants
- Observe or review performance tests required by specifications
- Attend and/or host meetings during design and construction phase
- 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.
- Environmental review/analysis for proposed developments
- Knowledge of Geotechnical Engineering investigations, Field investigations
- Knowledge of Architectural and Engineering Studies

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: Kimley-Horn and Associates, Inc.
1001 W. Southern Avenue, Suite 131
Mesa, Arizona 85210
Attn: Brian Smalkoski, Vice President
Email: brian.smalkoski@kimley-horn.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 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 negligent errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose negligent 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 then 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:
KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Dan Cotterman, City Manager



Brian Smalkoski, Vice President

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
FOR AIRPORT ENGINEERING SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

FEE SCHEDULE

See the following page.

RFQ NO. 2025175

On-Call Airport Engineering Services Rates Sheet

Firm Name: Kimley-Horn and Associates, Inc.

Item	Classification / Title	Hourly Rate
1	Senior Professional II	\$ 265.00
2	Senior Professional I	\$ 250.00
3	Professional	\$ 200.00
4	Senior Designer / Analyst	\$ 165.00
5	Analyst	\$ 160.00
6	Technician / Drafter	\$ 130.00
7	Administrative	\$ 110.00

Provided rates are good for up to one (1) year from the date of this proposal and are subject to escalation at each annual contract renewal.

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

MEETING DATE: 02/04/25	AGENDA ITEM: 4.B. DS - Updating Official Representation on Community Development Advisory Committee (CDAC) for the remainder of the current term ending on June 30, 2026.
DATE PREPARED: 01/30/25	DISTRICT NO.: ALL
STAFF LIAISON: Andrea Marquez, Senior Planner, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the nominations for formal appointment of Councilmember Clay Goodman as the Primary Member and Councilmember Tony Youngker as the Alternate Member of the Community Development Advisory Committee (CDAC) for the remainder of the current term ending on June 30, 2026.

SUMMARY

PROJECT DESCRIPTION:

CDAC acts in an advisory capacity to the BOS and makes recommendations to the BOS concerning project selection, funding allocations and overall policy direction regarding the Urban County Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. Appointed CDAC members serve an important role in providing ongoing citizen participation mandated by the U.S. Department of Housing and Urban Development (HUD). The governing body of each participating municipality in the CDBG Cooperative Agreement may choose two elected officials (a primary representative and an alternate) for BOS consideration. Councilmember Clay Goodman has been recommended as the primary representative and Councilmember Tony Youngker as the alternate representative. The role of the alternate representative is to attend meetings in the event the primary representative is unavailable, facilitating a quorum for CDAC and ensuring representation for the City of Buckeye.

BENEFITS:

Maricopa County's CDBG program allocates approximately \$2 million annually in federal funds from HUD for various programs and activities that provide much needed assistance to low-and moderate-income individuals, families and communities. The funding is distributed to participating Urban County communities and community based social services agencies to help pay for various programs and projects. The Urban County areas include the municipalities of Buckeye, El Mirage, Fountain Hills, Gila Bend, Guadalupe, Litchfield Park, Tolleson, Wickenburg, Youngtown and all unincorporated of Maricopa County.

FUTURE ACTION:

Upon approval by the Council, the recommendation will be forwarded to the Maricopa County Human Services Department and Housing Community Development Department by staff no later than February 5, 2025.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

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

ATTACHMENTS:

[CDAC Appointment Letter 2.4.2025.pdf](#)

February 4, 2025

Human Services Department
Housing and Community Development Division
234 North Central Avenue, 3rd Floor
Phoenix, AZ 85004

RE: Official Representation on the Community Development Advisory Committee (CDAC)

Maricopa County Board of Supervisors:

The City of Buckeye respectfully recommends Councilmember Clay Goodman to serve as the Primary Representative and Councilmember Tony Youngker to serve as the Alternate Representative on the Community Development Advisory Committee for the remainder of the current term ending on June 30, 2026.

These recommendations were unanimously approved at the February 4, 2025, city council meeting by the members of the Buckeye City Council.

If there is any additional information needed please feel free to contact my office.

Thank you for your consideration.

Sincerely,



Eric W. Orsborn, Mayor
City of Buckeye



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 4.C. DS - Mountain View Estates Apache Road Offsite Improvements In-Lieu Payment Agreement
DATE PREPARED: 01/30/25	DISTRICT NO.: Council District 2
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Meritage Homes of Arizona, Inc., an Arizona corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

As part of its development of land generally located at the northwest corner of Belloat Road and Apache Road, known as the Mountain View Estates, Meritage Homes is required to construct certain off-site right-of-way improvements for Apache Road (the "Off-Site Improvements"). The Off-Site Improvements are listed in the itemized estimate incorporated into the Agreement, and include, but are not limited to asphalt roadway, curb & gutter, sidewalk, signage and marking, storm drain, waterline, hydrant, streetlights, and all other associated work. The estimated costs of the Off-Site Improvements total \$517,080.30. The City has reviewed and approved the itemized estimate. The City does not have an anticipated time for completion of this section of Apache Road. The Parties have agreed that rather than Developer immediately completing the Off-Site Improvements, Developer may make an In-Lieu Payment to the City to be held until such time as the funds are applied by the City to the cost of construction at the time the City constructs or causes to be constructed, the Off-Site Improvements.

BENEFITS:

Implementing the Payment In-Lieu Agreement protects against waste and spoilage of City Resources.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

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

ATTACHMENTS:

[Fee In Lieu.MVE Apache half street improvements_v1 \(signed by MTH\).pdf](#)

When Recorded Return To:

CITY OF BUCKEYE
Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

**PUBLIC IMPROVEMENTS
IN-LIEU PAYMENT AGREEMENT**

This In-Lieu Payment Agreement (the “Agreement”), effective as of this 4th day of February, 2025 (the “Effective Date”), is entered into by and between the City of Buckeye, an Arizona municipal corporation (the “City”), and Meritage Homes of Arizona, Inc., an Arizona corporation (“Owner”). The City or the Owner may each be referred to herein as a “Party” or collectively as the “Parties.”

1. Background. The following is the background to this Agreement:

- A. Owner owns approximately 40 acres of real property within the jurisdictional boundaries of the City, generally located at the northwest corner of Beloit Road and Apache Road, and which is legally described on the attached **Exhibit A** (the “**Property**”), incorporated by this express reference.
- B. Owner is developing the Property as a residential development and is required by the City to construct certain half street improvements along Apache Road, known as the Mountain View Estates Offsite – Apache Road Improvements (ENG-21-0338) (the “**Off-Site Improvements**”).
- C. The Property does not access Apache Road and there are currently no developments on Apache Road to the east or north of the Property, therefore completion of the Off-Site Improvements is premature at this time. Owner has requested, and the City has agreed, that rather than Owner immediately constructing the Off-Site Improvements, Owner may make the In-Lieu Payment (as defined below) to the City. The City shall hold such In-Lieu Payment funds until such time as the funds are applied by the City to the costs of construction at the time the City constructs, or causes to be constructed, the Off-Site Improvements.
- D. Owner prepared improvement plans for construction of the Off-Site Improvements that have been approved by the City.
- E. The In-Lieu Payment will be a single lump sum payment to the City of the estimated costs of constructing the Off-Site Improvements.
- F. The City is willing to accept the lump sum as an In-Lieu Payment as full satisfaction of the Owner’s obligation to construct the Off-Site Improvements.

2. Agreement. For good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the City and Owner agree as is more specifically set forth in this Agreement.

3. Estimated Costs of the Off-Site Improvements. The estimated costs of the Off-Site Improvements total Five Hundred Seventeen Thousand Eighty and 30/100 Dollars (\$517,080.30) (the “**In-Lieu Payment**”), which sum is acceptable to both Parties. The In-Lieu Payment has been approved by the City Engineer or Designee, and is based upon the itemized estimate attached as **Exhibit C**, and incorporated by this express reference. The In-Lieu Payment shall be paid to the City by Owner or its successor(s) or assign(s) on or before the date on which the City issues the first building permit to the Property. In the event that the In-Lieu Payment is not timely received by the City, no permits of any kind shall be issued for this Property.

4. Necessary Property; Easements. Owner represents and warrants that Owner is the owner in fee of the Property. To the extent applicable and at no cost to the City, Owner has dedicated and/or shall dedicate fee title to all necessary real and/or personal property needed for construction and maintenance of the Off-Site Improvements. To the extent applicable, Owner hereby grants to the City, at no cost to the City, a construction easement over the Property giving the City the right to use the Property to the extent determined by the City at the time of construction to be necessary to complete the construction of the Off-Site Improvements. This right of use is a temporary use which is granted to the City to be used and exercised during the period of time when the Off-Site Improvements are being constructed and shall expire upon the completion of the Off-Site Improvements by the City. This easement granting such use shall run with the land and is intended to survive and be in effect beyond the date that Owner pays the In Lieu Payment in full, until no longer needed by the City.

5. Owner’s Obligation to Construct. Execution of this Agreement by both Parties and payment in full of the In-Lieu Payment pursuant to this Agreement shall constitute full satisfaction of the Owner’s obligation to construct the Off-Site Improvements.

6. City Use of Funds. The In-Lieu Payment received by the City shall be accounted for separately and shall only be used by the City for the purpose of completing the Off-Site Improvements at a future date as determined by the City. If the costs of completing the Off-Site Improvements is greater than the amount of the In-Lieu Payment, Owner shall not have any obligations with respect to such excess costs.

7. Owner Representation. Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the Owner of the Property may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any “land use law” (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. The terms of this waiver shall run with the Property and shall be binding upon all subsequent landowners and shall survive the expiration or other termination of this Agreement.

8. Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended.

9. Covenants Running with the Property. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Property, and the provisions of this Agreement shall be covenants running with the Property, without the necessity of an assignment of this Agreement with the conveyance of any part of the Property.

10. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

11. No Agency or Partnership. Neither the City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the City and Owner.

12. No Third-Party Beneficiary. This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

13. Construction. The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

14. Recording. The City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

15. Time of Essence and Merger. Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matters of this Agreement and the In-Lieu Payment. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the Parties.

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

17. Counterparts; Entire Agreement. This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the Parties regarding the subject of this Agreement. This Agreement will constitute the entire agreement between the Parties, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement. Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City insofar as such claims arise out of or are based upon any provisions of

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

24. Representations and Warranties. As of the date of the execution of this Agreement, Owner represents and warrants that (i) it is a corporation duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona; (ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present; (iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment; (iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement; (v) to the extent applicable under A.R.S. § 35-394, Owner certifies that it does not, and will not for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (vi) to the extent applicable under A.R.S. § 35-393.01, Owner certifies that it does not participate in, and agrees not to participate in, a boycott of Israel.

25. Signatures. The Parties have executed this Agreement on the date set forth below.

[Signatures on following pages.]

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By _____
Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

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

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

**OWNER: MERITAGE HOMES OF ARIZONA,
INC., an Arizona corporation**



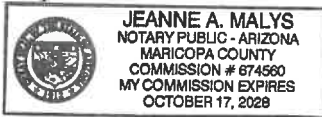
By: Troy Hill, VP of Entitlements

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 18th day of December, 2024, before me personally appeared Troy Hill in his capacity as VP of Entitlements of Meritage Homes of Arizona, Inc., whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of Meritage Homes of Arizona, Inc., an Arizona corporation.

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

(Seal and Expiration Date)



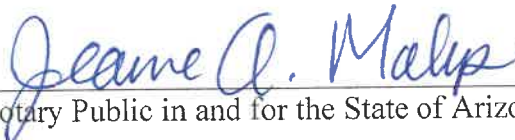

Notary Public in and for the State of Arizona

EXHIBIT A

[Legal Description of the Property]

LOTS 1 THROUGH 161, INCLUSIVE, OF RE-PLAT OF MOUNTAIN VIEW ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1775 OF MAPS, PAGE 28.

EXHIBIT B

[Description of Improvements]

Half street improvements and related work along Apache Road, as described in the Mountain View Estates Offsite – Apache Road Improvements (ENG-21-0338).

EXHIBIT C

[In-Lieu Payment Cost Estimate]

See following page(s).

Mountain View Estates
Offsite-Apache Road
Engineer's Opinion of Probable Cost
Job # 1-01-0340601
6/19/2024



PAVING	Units	Quantity	Unit Cost	Cost
Construct Pavement Section 6" AC ON 12" ABC	SY	3,602	\$72	\$ 259,344.00
6" Vertical Curb & Gutter	LF	2,273	\$15	\$ 34,095.00
6' Sidewalk	SF	6,196	\$4	\$ 24,784.00
2-Way Reflective Blue Pavement Marker	EA	1	\$30	\$ 30.00
Street Sign Bases	EA	4	\$120	\$ 480.00
Thickened Edge Of Pavement	LF	24	\$24	\$ 576.00
Manhole Frame & Cover Adjustment	EA	3	\$250	\$ 750.00
Valve box Frame & Cover Adjustment	EA	2	\$250	\$ 500.00
Curb Termination	EA	1	\$75	\$ 75.00
Conduit	LF	1,412	\$4	\$ 5,648.00
Pull Box #3 Per MCDOT Standards	EA	5	\$250	\$ 1,250.00
Street Barricade	EA	6	\$100	\$ 600.00
Subtotal				\$ 328,132.00

STORMDRAIN	Units	Quantity	Unit Cost	Cost
Catch Basin	EA	1	\$7,000	\$ 7,000.00
Headwall	EA	1	\$2,500	\$ 2,500.00
15" RGRCP (Class IV)	LF	13	\$30	\$ 390.00
RIP-RAP (D50-12")	SY	8	\$20	\$ 160.00
Subtotal				\$ 10,050.00

WATER	Units	Quantity	Unit Cost	Cost
8" DIP Water Main	LF	1,295	\$40	\$ 51,800.00
6" Fire Hydrant Assembly Complete	EA	1	\$3,500	\$ 3,500.00
8" Gate Valve	EA	3	\$1,200	\$ 3,600.00
Remove Plug and Connect to Existing Water Line	EA	1	\$2,000	\$ 2,000.00
Tapping, Sleeve and Valve	EA	1	\$2,200	\$ 2,200.00
8" Corp. Stop	EA	1	\$450	\$ 450.00
Subtotal				\$ 63,550.00

STREETLIGHTS	Units	Quantity	Unit Cost	Cost
Decorative Street lights	EA	4	\$8,500	\$ 34,000.00
Subtotal				\$ 34,000.00

Mountain View Estates
Offsite-Apache Road
Engineer's Opinion of Probable Cost
Job # 1-01-0340601
6/19/2024



SIGNING AND STRIPING	Units	Quantity	Unit Cost	Cost
6" Solid White Line	LF	959	\$4	\$ 3,836.00
18" Solid White Line	LF	26	\$4	\$ 104.00
4" Broken White with RPMs 4BW40	LF	910	\$7	\$ 6,370.00
4" Double Yellow with RPMs 4DY20	LF	660	\$7	\$ 4,620.00
4" Broken Yellow with RPMs 4BY40	LF	909	\$7	\$ 6,363.00
8" Solid White with RPMs 8SW80	LF	1,239	\$7	\$ 8,673.00
30" x 36" Turn Only	EA	1	\$225	\$ 225.00
18" x 18" Type 4 Object Marker	EA	10	\$200	\$ 2,000.00
30" x 30" Dead End	EA	1	\$150	\$ 150.00
36" x 36" Stop Sign	EA	1	\$150	\$ 150.00
12" x 36" Street Name Sign	EA	2	\$250	\$ 500.00
30" x 48" Road Closed	EA	2	\$250	\$ 500.00
24" x 24" No parking sign	EA	4	\$150	\$ 600.00
12" x 30" Right Lane Sign	EA	1	\$250	\$ 250.00
Subtotal				\$ 34,341.00

Total	\$ 470,073.00
Contingency (10%)	\$ 47,007.30
Grand Total	\$ 517,080.30



**CITY OF BUCKEYE
ENGINEERING
APPROVED**

BY: E. SAM DATE: 07/02/2024

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 4.D. WR - Farallon Water Campus Easement
DATE PREPARED: 01/30/25	DISTRICT NO.: 1
STAFF LIAISON: Terry Lowe, 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 City of Buckeye, Arizona-APS Utility Easement; authorize the Mayor to execute the Easement instrument in favor of Arizona Public Service Company, an Arizona corporation; and 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 Easement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The Water Resources Department (WRD) is requesting approval of a 5538 sq. ft. utility easement at the southwest corner of Rooks and Roeser Roads (north 780 feet of the east 1,200 feet of the Southeast quarter of Section 25, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian) to facilitate provision of power to the Farallon Water Campus. All necessary equipment will be installed and maintained by APS.

BENEFITS:

The utility easement in favor of Arizona Public Service Company is required for providing power to the Farallon Water Campus and the timely completion of its construction.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

None

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:

No

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

ATTACHMENTS:

[B APS Easement.pdf](#)

[A VicinityMap-FarallonWaterCampus.pdf](#)

SE¼-SECTION 25-1N-4W
APN 504-39-004C
BC-24-156
WA773381
JCN/SER

THE CITY OF BUCKEYE, ARIZONA-APS UTILITY EASEMENT

THE CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 20210235150 M.C.R.

The North 780.00 feet of the East 1,200.00 feet of the Southeast quarter of Section 25, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "C." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of **THE CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ___ day of _____, 2025.

APPROVED AS TO FORM:

THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

City Attorney

By: _____

ATTEST:

City Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 2025
by _____ of _____, on behalf
of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

LEGAL DESCRIPTION FOR
THE CITY OF BUCKEYE
ARIZONA PUBLIC SERVICE
EASEMENT AREA

A UTILITY EASEMENT LOCATED IN THE NORTH 780.00 FEET OF THE EAST 1,200.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/2" REBAR MARKING THE EAST QUARTER CORNER OF SAID SECTION 25, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 25 BEARS SOUTH 00°10'30" EAST, A DISTANCE OF 2,642.34 FEET;

THENCE SOUTH 00°10'30" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 131.07 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°10'30" EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 8.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°36'43" WEST, A DISTANCE OF 126.32 FEET;

THENCE SOUTH 00°18'34" EAST, A DISTANCE OF 9.16 FEET;

THENCE SOUTH 89°41'26" WEST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 00°18'34" WEST, A DISTANCE OF 57.84 FEET;

THENCE NORTH 89°41'26" EAST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 00°18'34" WEST, A DISTANCE OF 32.84 FEET;

THENCE SOUTH 89°36'43" WEST, A DISTANCE OF 331.96 FEET;

THENCE SOUTH 00°23'17" EAST, A DISTANCE OF 19.50 FEET;

THENCE SOUTH 89°36'43" WEST, A DISTANCE OF 28.84 FEET;

THENCE NORTH 00°23'17" WEST, A DISTANCE OF 27.50 FEET;

THENCE NORTH 89°36'43" EAST, A DISTANCE OF 368.81 FEET;

THENCE SOUTH 00°18'34" EAST, A DISTANCE OF 40.81 FEET;

December 6, 2024

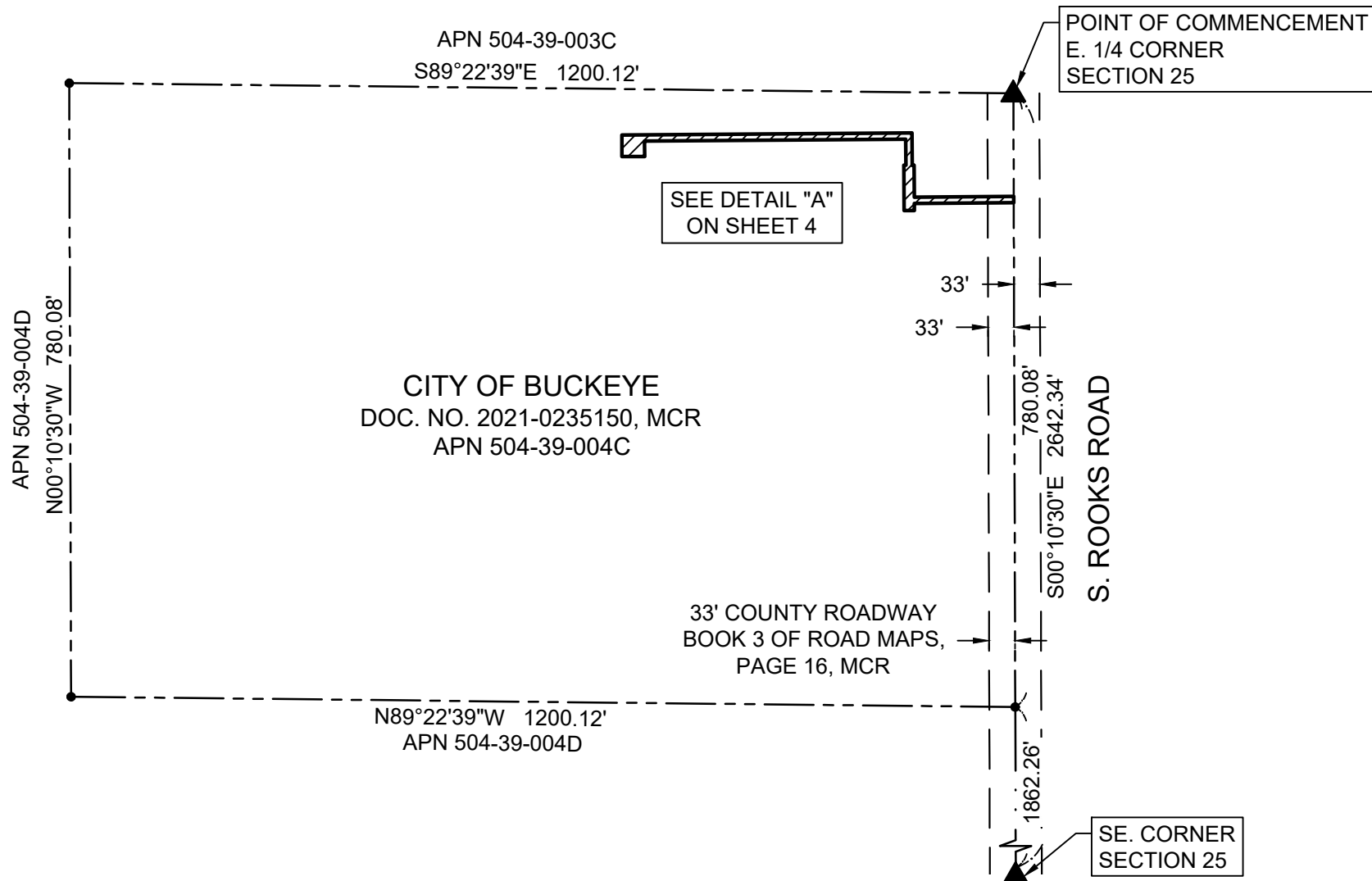
THENCE NORTH 89°41'26" EAST, A DISTANCE OF 2.50 FEET;

THENCE SOUTH 00°18'34" EAST, A DISTANCE OF 40.68 FEET;

THENCE NORTH 89°36'43" EAST, A DISTANCE OF 126.34 FEET TO THE TRUE POINT OF BEGINNING;

EASEMENT AREA CONTAINS 5,538 SQUARE FEET, OR 0.127 ACRES, MORE OR LESS.





LEGEND

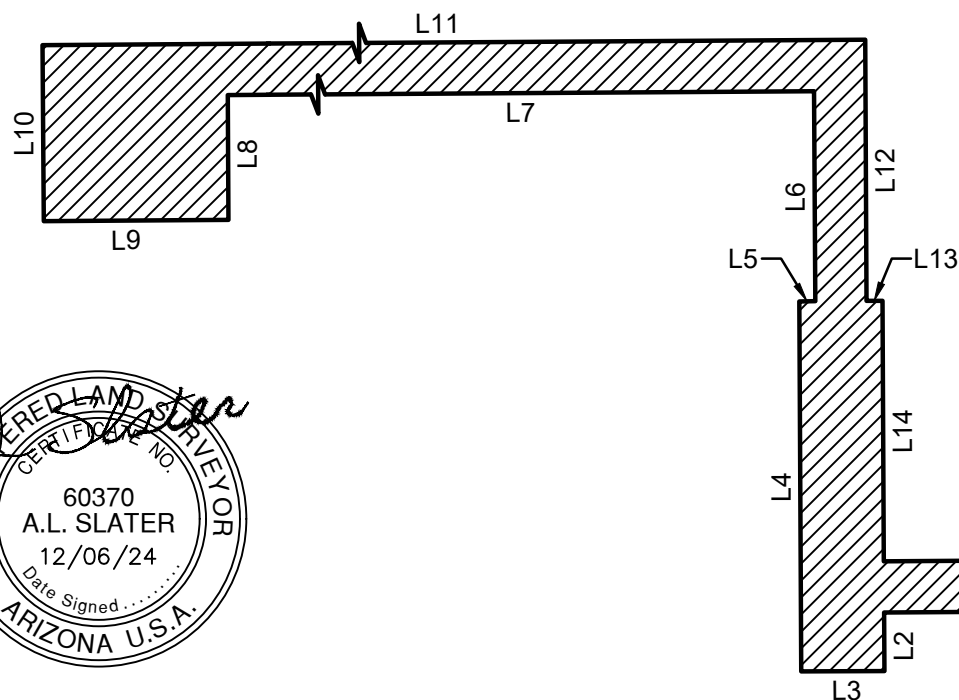
	EASEMENT AREA
	PROPERTY LINE
	EASEMENT LINE
	SECTION LINE
	SECTION CORNER
	PROPERTY CORNER
MCR	MARICOPA COUNTY RECORDS



EXHIBIT "B"

JOB # WA773381	DATE: 12/06/2024
SE 1/4 SEC 25 T 1N R 4W	
SCALE: 1"=200'	INDEX: BC-24-156
R/W: T. HATFIELD	
SURVEY: R. ENRIQUEZ	
DRAWN BY: M. SMITH	SHEET 03 OF 04

DETAIL "A"



CITY OF BUCKEYE
DOC. NO. 2021-0235150, MCR
APN 504-39-004C

TRUE POINT OF
BEGINNING

131.07'
S00°10'30"E 780.08'
S. ROOKS ROAD
641.01'



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°36'43"W	126.32'
L2	S00°18'34"E	9.16'
L3	S89°41'26"W	13.00'
L4	N00°18'34"W	57.84'
L5	N89°41'26"E	2.50'
L6	N00°18'34"W	32.84'
L7	S89°36'43"W	331.96'
L8	S00°23'17"E	19.50'

LINE TABLE

LINE	BEARING	DISTANCE
L9	S89°36'43"W	28.84'
L10	N00°23'17"W	27.50'
L11	N89°36'43"E	368.81'
L12	S00°18'34"E	40.85'
L13	N89°41'26"E	2.50'
L14	S00°18'34"E	40.68'
L15	N89°36'43"E	126.34'

LEGEND

EASEMENT AREA
 PROPERTY LINE
 PROPERTY CORNER
MCR MARICOPA COUNTY RECORDS



EXHIBIT "B"

JOB # WA773381 DATE: 12/06/2024

SE 1/4 SEC 25 T 1N R 4W

SCALE: 1"=30'

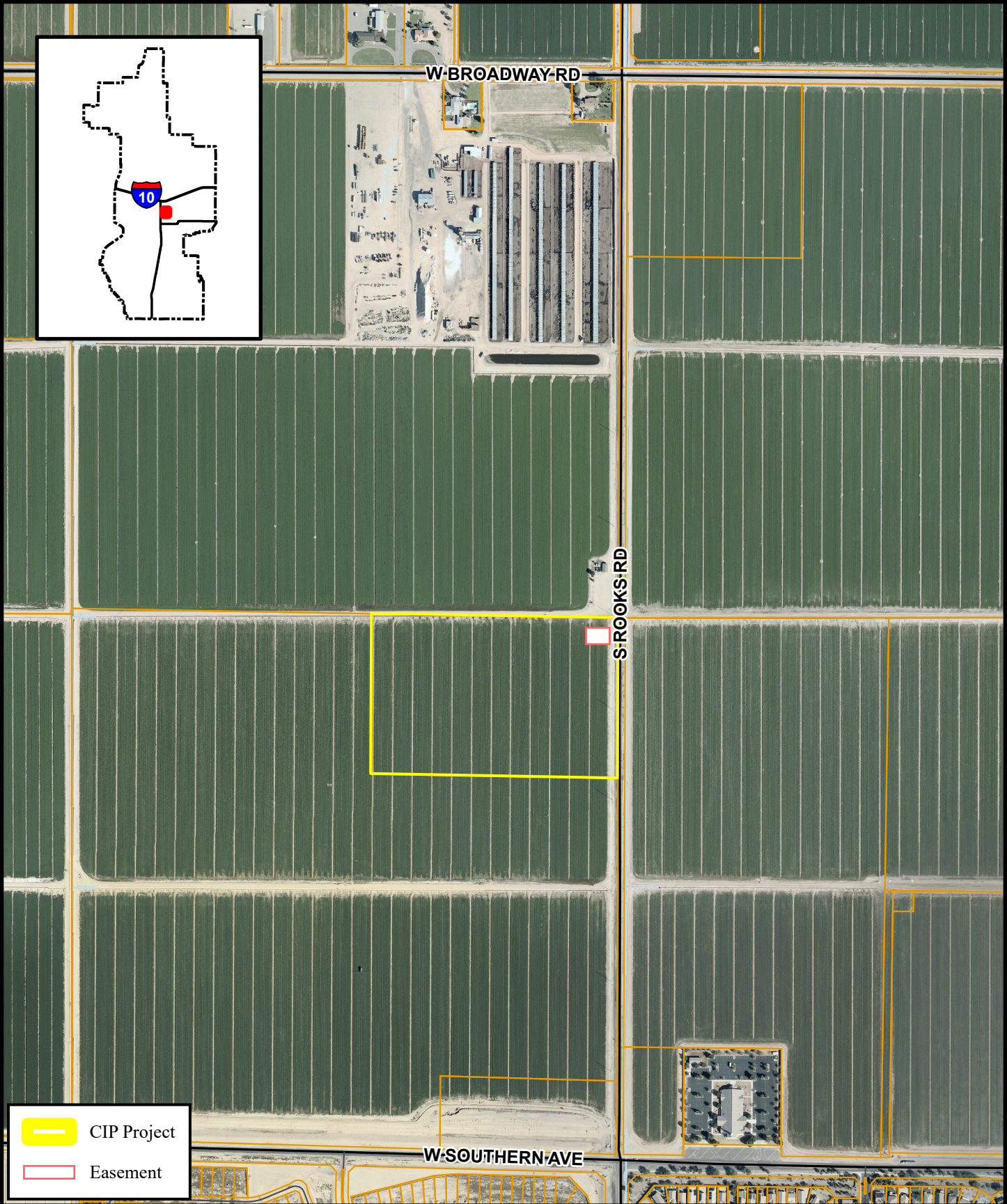
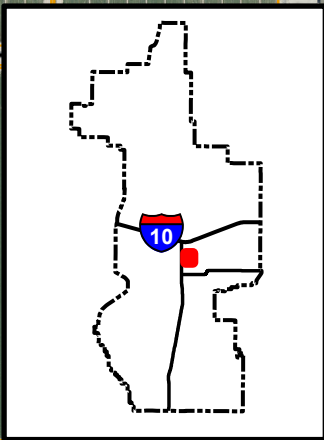
INDEX: BC-24-156

R/W: T. HATFIELD

SURVEY: R. ENRIQUEZ

DRAWN BY: M. SMITH

SHEET 04 OF 04

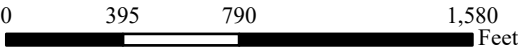


 CIP Project

 Easement

CIP 101040 - Farallon Water Campus #16

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



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 4.E. WR - Cooperative Contract Purchase Addendum (CCPA) No. 2025237 with Empire Southwest, LLC
DATE PREPARED: 01/30/25	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 Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025237) between the City of Buckeye, an Arizona municipal corporation, and Empire Southwest, LLC, a Delaware limited liability company; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The Water Resources Department (WRD) maintains 45 generators across its service area to ensure the uninterrupted operations of Water Resources facilities during emergencies or maintenance activities. As part of this maintenance, all generators require replacement every 15 years. The purchase and replacement of the generators is staggered so that small groups are replaced each year, usually 2-4 generators per year. This contract assists in the timely procurement of replacement generators as part of the ongoing asset management program.

The City wishes to enter into a contract with Empire Southwest, LLC, which would allow the City to purchase necessary generators through the vendor's existing cooperative purchasing contract with Sourcewell, a local government unit and cooperative organized under the laws of the State of Minnesota. The City has incorporated its terms and conditions into the Sourcewell contract, via Cooperative Contract Purchase Addendum (CCPA) No. 2025237. The CCPA has a not to exceed (NTE) amount of \$800,000 for the duration of the CCPA from its date of execution to its expiration on November 22, 2026.

BENEFITS:

Ensuring uninterrupted operations and delivery of water service during emergencies and maintenance shutdowns.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

The purchase of generators is an annual expense of up to \$800,000 per year. In Fiscal Year (FY) 25, WRD will replace three generators at an estimated cost of \$600,000. The remaining balance will be spent in the subsequent year.

CURRENT FISCAL YEAR TOTAL COST:

Up to \$800,000.

BUDGETED:

Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:

40003229-542020 \$400,000; 40013229-542030 \$400,000

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

ATTACHMENTS:

[CCPA No. 2025237 with Empire Southwest.pdf](#)

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
EMPIRE SOUTHWEST, LLC**

**Electrical Energy Power Generation Equipment
CONTRACT NO. 2025237**

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

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as **Exhibit A**, Sourcewell and Caterpillar, Inc., entered into Contract No. 092222-CAT, dated December 6, 2022 (such contract and subsequent amendments thereto here referred to as the “Sourcewell Contract”), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Contractor is an authorized distributor and participating entity in the Sourcewell Contract with Caterpillar, Inc.

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as **Exhibit A** and incorporated herein by reference (the “Contract”); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the Sourcewell Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the Sourcewell Contract, except to the extent superseded herein. All references in the Sourcewell Contract shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Sourcewell Contract 092222-CAT, unless such term is modified or extended pursuant to the terms of the Sourcewell Contract. Payments to the Contractor shall be calculated in accordance with the Pricing List, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed \$800,000.00.

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

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and

their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

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

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

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

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, **Exhibit A** and **Exhibit B** the documents shall govern in that order.

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

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

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

CONTRACTOR

EMPIRE SOUTHWEST, LLC.,
a Delaware limited liability company

By: Brett Burns

Its: Director

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025237

[Sourcewell Contract]

See following page(s).

Caterpillar, Inc.

Electrical Energy Power Generation Equipment

#092222-CAT

THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A PART OF THE CONTRACT BETWEEN SOURCEWELL AND SUPPLIER.

If you would like to purchase off this contract or for questions regarding products and pricing, the Supplier Contact Information can be found at:

[Caterpillar Inc.: Contract 092222-CAT | Sourcewell \(sourcewell-mn.gov\)](#)

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier's Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

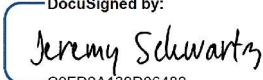
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

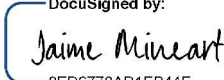
Jeremy Schwartz

Title: Chief Procurement Officer

12/6/2022 | 4:51 PM CST

Date: _____

Caterpillar Inc.

DocuSigned by:

8ED6778AD1EB44E...

By: _____

Jaime Mineart

Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 6:57 PM PST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Caterpillar
Address: 5205 N O'Connor Blvd
Irving, TX 75039
Contact: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Phone: 309-208-8238
Fax: 847-212-8020
HST#:

Submission Details

Created On: Thursday August 04, 2022 09:20:25
Submitted On: Thursday September 22, 2022 11:48:50
Submitted By: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address: 198.180.154.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located. Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone. Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one. Caterpillar has a robust Code of Conduct that can be found at Caterpillar Code of Conduct Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action —what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar. We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx. In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcewell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	\$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	\$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	\$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	\$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	\$1,034,177	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities. Please refer to the Cat dealer locations list and map included in "Additional Documents".

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statutes, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCP), the professional association for cooperative procurement. Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth. Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to: 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PWX), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own. Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.	*

41	Describe any technological advances that your proposed products or services offer.	Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com. 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar 2021 Sustainability Report. Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC. Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada. PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options. Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are: 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well. The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions. The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	N/A
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	N/A
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
 - WM8E/M8E/S8E or Related Certificates (optional)
 - [Warranty Information](#) - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
 - [Upload Additional Document](#) - Additional.zip - Tuesday September 20, 2022 15:59:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jaime Mineart, Vice President & General Manager, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum 1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025237

[Pricing List]

See following page(s).

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

		List Price Discount
Stationary Diesel		
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)		
D20 - 20 kW		19%
D25 - 25 kW		19%
D30 - 30 kW		19%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)		
D40 - 40 kW		31%
D50 - 50 kW		31%
D60 - 60 kW		31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)		
D80 - 80 kW		31%
D100 - 100 kW		31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)		
D40 - 40 kW		31%
D50 - 50 kW		31%
D60 - 60 kW		31%
D80 - 80 kW		31%
D100 - 100 kW		31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)		
D125 - 125 kW		35%
D150 - 150 kW		35%
D175 - 175 kW		35%
D200 - 200 kW		35%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)		
D125 - 125 kW		31%
D150 - 150 kW		31%
D175 - 175 kW		31%
D200 - 200 kW		31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)		
200 kW		33%
250 kW		37%
300 kW		37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)		
250 kW		31%
300 kW		31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)		
350 kW		37%
400 kW		37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)		
350 kW		31%
400 kW		31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)		
350 kW		37%
400 kW		37%
450 kW		37%
500 kW		37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)		
350 kW		97 %

400 kW	31%
450 kW	31%
500 kW	31%
C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%

Confidential Green

50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)

DG50-60 kw

18%

100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)

DG100 - 200 kW

18%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)

DG100 - 150 kW

18%

175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)**175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)**

DG175 - 175 kW

26%

350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)

DG350 - 350 kW

26%

DG400 - 400 kW

26%

DG450 - 450 kW

26%

CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)

DG350 - 350 kW

23%

DG400 - 400 kW

23%

DG450 - 450 kW

23%

DG500 - 500 kW

23%

G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List)

375 kW

20%

450 kW

20%

500 kW

20%

G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)

750 kW

18%

1000 kW

18%

G3512 60 HZ, 1500kW Natural Gas G3512 HNL

1500kw

18%

G3516 NQL

1500kw

18%

G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)

(Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)

Removed

18%

G3516C 60 HZ, 1500 kW Natural Gas

(Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)

1500 kW

18%

G3516A 60HZ (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List)

All

18%

G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)

1966 kW

18%

G3520H 60 HZ, 2469 kW Natural Gas

(Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)

2469 kW

17%

Caterpillar: Confidential Green

G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas

(Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List)	22%
2.0 - 2.6 MW	
G3520C 60 HZ, Natural Gas G3520CLGL and G3520CLPL	20%
ALL	
G3520H 60 HZ, Natural Gas G3520HNPL	20%
ALL	
CHP Solutions Packages HPS1500N, HPS2000N, HPS2500N	
1.4 - 2.5 MW	20%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
Removed	20%
	20%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	
Each quote is custom for the specific application.	15%
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	21%
30 kW	21%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power *Temporarily Discontinued	21%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power *Temporarily Discontinued	21%
110 kW *Temporarily Discontinued	21%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	21%
200 kW Prime Power	21%
XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
264 kW Prime Power	21%
288 kW Prime Power	21%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	21%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	21%
XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
910 kW Prime Power	21%
XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
1825 kW Prime Power	21%
Caterpillar: Confidential Green	

Switchgear (customizable)	12%
<i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
Energy Storage System	
XES01AN	21%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rer

Caterpillar Rental Agreements Product & Services Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rental needs.

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description

PV Panel (Solar Panels)

Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min

Unit of Issue	Ancillary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)
Due to the customization and plethora of options, it is not feasible to list individual components at this time. For pricing and availability, Sourcewell members contact their account manager.				
Each	N/A	\$ 1,309,989		N/A
Each	N/A	\$ 2,263,804		N/A
Each	N/A	\$ 2,507,909		N/A
Each	N/A	\$ 2,750,774		N/A
Each	N/A	\$ 3,257,104		N/A
Each	N/A	\$ 3,461,724		N/A
Each	N/A	\$ 3,705,829		N/A
Each	N/A	\$ 3,948,694		N/A
Each	N/A	\$ 4,191,559		N/A
Each	N/A	\$ 4,708,735		N/A
Each	N/A	\$ 4,903,749		N/A
Each	N/A	\$ 5,145,374		N/A
Each	N/A	\$ 5,389,479		N/A
Each	N/A	\$ 5,632,344		N/A
Each	N/A	\$ 990,332		N/A
Each	N/A	\$ 853,487		N/A

Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <u>with Sourcewell Discount Applied</u> (Incl Optional Items)	Sourcewell Member List Price Discount
Unable to provide a paper price list for these specific items at this time.			
Customers can contact their local Caterpillar Dealer.			
1	1	\$ 1,021,791	22.00%
1	2	\$ 1,765,767	22.00%
1	2	\$ 1,956,169	22.00%
1	2	\$ 2,145,604	22.00%
1	3	\$ 2,540,541	22.00%
1	3	\$ 2,700,145	22.00%
1	3	\$ 2,890,547	22.00%
1	3	\$ 3,079,981	22.00%
1	3	\$ 3,269,416	22.00%
1	4	\$ 3,672,813	22.00%
1	4	\$ 3,824,924	22.00%
1	4	\$ 4,013,392	22.00%
1	4	\$ 4,203,793	22.00%
1	4	\$ 4,393,228	22.00%
1	1	\$ 772,459	22.00%
1	1	\$ 665,720	22.00%

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

MEETING DATE: 02/04/25	AGENDA ITEM: 4.F. PW - Sundance Crossings – Building B Roof Coating – 21749 W. Yuma Road
DATE PREPARED: 01/30/25	DISTRICT NO.:
STAFF LIAISON: Amy Murray, Public Works Interim Director, amurray@buckeyeaz.gov, (623) 349-6835	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 1 to the Cooperative Construction Purchase Addendum (CCPA) (Contract No. 2024147) between the City of Buckeye, an Arizona municipal corporation, and Progressive Services, Inc., dba Progressive Roofing, an Arizona corporation; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

Sundance Crossings was built in 2008 and is in need of roof recoating. This coating will extend the life of the roof and provide the city with a 10-year warranty. This coating will be applied to Building B at Sundance Crossings, address is 21749 W. Yuma Road. This building is currently occupied by Courts and Water Resources.

BENEFITS:

This project will increase longevity of a City Building.

FUTURE ACTION:

There are two more buildings at Sundance Crossings that are also in need of recoating that will be included as budget allows in future years.

FINANCIAL IMPACT STATEMENT:

The total cost for the Building B Roof Coating – 21749 W. Yuma Road is included within the FY25 budget.

CURRENT FISCAL YEAR TOTAL COST:

\$ 368,213.08 is the not to exceed cost to be utilized in FY25. The Sundance Crossings Building B portion is \$179,215.00

BUDGETED:

Yes

FISCAL YEAR:

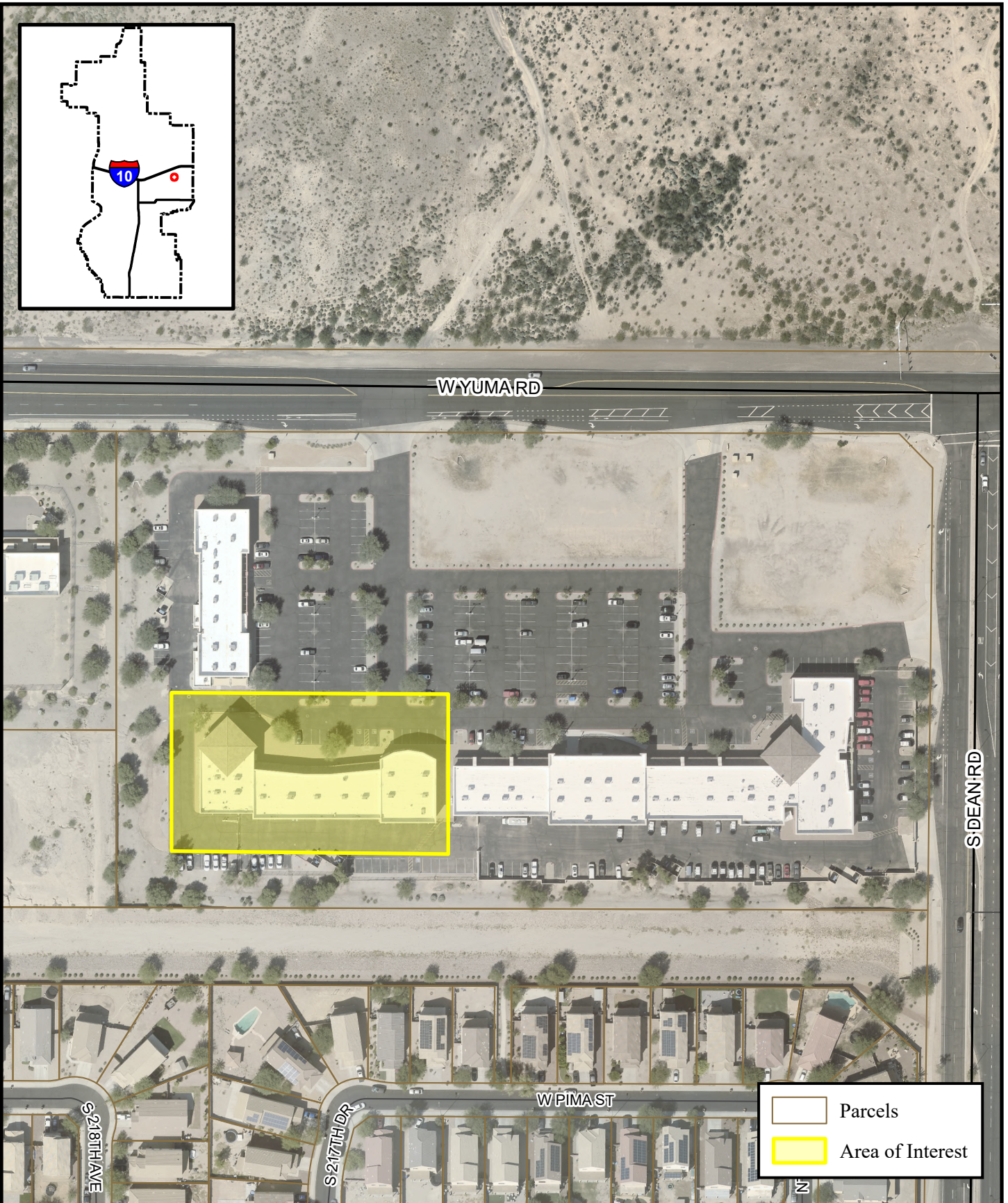
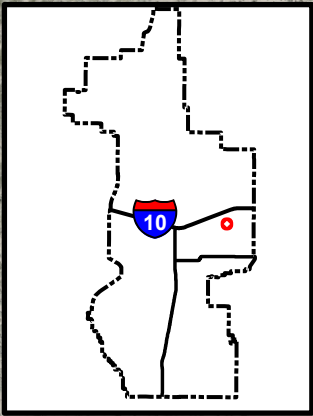
2025

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

ATTACHMENTS:

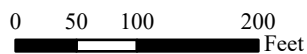
[SundanceCrossings.pdf](#)

[CO 1 To CCPA 2024147 with Progressive Roofing.pdf](#)



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.

Sundance Crossings - Building B



Date: 1/16/2025

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
PROGRESSIVE SERVICES, INC. DBA PROGRESSIVE ROOFING
Contract No. 2024147**

CHANGE ORDER # 1

THIS CHANGE ORDER #1 (this “Change Order”) is entered into as of _____, 2024 between the City of Buckeye, an Arizona municipal corporation (the “City”) and Progressive Services, Inc. dba Progressive Roofing, an Arizona corporation (the “Contractor”). This Change Order modifies certain sections of Contract No. 2024147 (the “Contract”), with those sections not expressly modified remaining in full effect pursuant to their terms.

CONTRACT CHANGES:

1. Contract Price, is amended by increasing the not-to-exceed amount by \$179,215.00 from \$188,998.08 to \$368,213.08.
2. Exhibit B Fee Schedule is amended to incorporate the additional services set forth in Exhibit A of this Change Order 1.
3. New section to the Addendum: FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.
4. New section to the Addendum: CLICKWRAP TERMS EXCLUDED, in the event the Contractor’s terms of sale or service were provided to the City only upon “acceptance” of a “clickwrap” or “clickthrough” agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, “clickwrap” or “clickthrough” agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

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

The Contract term end date is governed by a cooperative purchase contract end-date.

The original Contract Price was not-to-exceed (NTE) \$188,998.08.

The amended Contract Price after this Change Order is and shall be NTE \$368,213.08.

For reference purposes, **Attachment “1”** attached hereto includes selected pages/portions of the Contract.

ADDITIONAL PROVISIONS:

Except as amended herein, all provisions of the Contract remain in full force and effect.

In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order.

This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511.

To the extent applicable under A.R.S. § 35-394, **Contractor** certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

PROGRESSIVE SERVICES, INC. DBA
PROGRESSIVE ROOFING,
an Arizona corporation

By: *Katrina DeVerna*

Its: **PC**

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAY5GOEYVkkon3oScSIDz_DTTwQD0Fq5pd

Exhibit A
Contractor Quote

Attachment “1”
Selected Pages/Portions of Contract



Contract Extension/Amendment



January 8, 2024

Progressive Services, Inc.

23 N. 35th Avenue

Phoenix, AZ 85009

Attn: Mark Farrell (mark.farrell@progressiveus.com; alice.hunt@progressiveus.com)

Re: Extension Agreement for Contract #21-06P-02, Roofing Services

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

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

Please check ONE of the following appropriate boxes regarding pricing:

- ☐ No price updates at this time. Current pricing on file is accurate.
- ☒ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- ☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

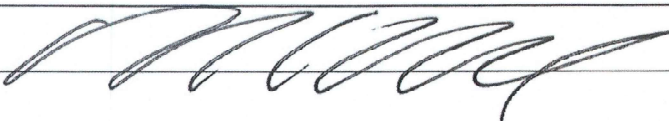
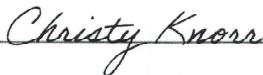
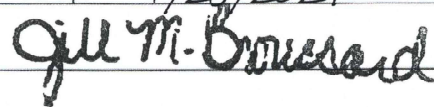
only increased prices on items that have been substantially increased to us

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

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

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

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

Vendor Acceptance/Signature:	
	
Printed Name: Mark Farrell	
Title: President	Date: 1/15/2024
1GPA Authorized Signature:	
	
Printed Name: Christy Knorr	
Title: President	Date: 1/25/2024
Pinal County ESA Authorized Signature:	
	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 1/25/2024

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
PROGRESSIVE SERVICES, INC. dba PROGRESSIVE ROOFING

ROOFING REPAIRS AND COATING
CONTRACT NO. 2024147**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this “Addendum”) is entered into as of January 11, 2024, between the City of Buckeye, an Arizona municipal corporation (the “City”), and Progressive Services, Inc. dba Progressive Roofing, an Arizona corporation (the “Contractor”).

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, 1 Government Procurement Alliance (1GPA) and Contractor entered into Contract No. 21-06P-02, dated March 4, 2021 (such contract and subsequent amendments thereto herein referred to as the “1GPA Contract”), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit B and incorporated herein by reference (the “Proposal”); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the 1GPA Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the 1GPA Contract, except to the extent superseded herein. All references in the 1GPA Contract to 1GPA shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for the remainder of the 1GPA Contract’s term unless such term is modified or extended pursuant to the terms of the 1GPA Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of Exhibit B, in a total amount not to exceed One Hundred Eighty-Eight Thousand Nine Hundred Ninety-Eight Dollars and Eight Cents (\$188,998.08).

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

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

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

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

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the IGPA Contract, and Exhibit B, the documents shall govern in that order.

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

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation



Dan Cotterman, City Manager

CONTRACTOR

PROGRESSIVE SERVICES, INC. dba
PROGRESSIVE ROOFING, an Arizona
corporation



Alice Hunt, Executive Assistant to Owner

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

MEETING DATE: 02/04/25	AGENDA ITEM: 4.G. FIN - FY 2026 Shooting Range Development Grant Program Application - Enhancements to the General Joe Foss Shooting Complex
DATE PREPARED: 01/30/25	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 \$151,465 Fiscal Year 2026 Shooting Range Development Grant Program application through the Arizona Department of Game and Fish for the enhancements and re-opening of the two archery ranges at the General Joe Foss Shooting Complex.

SUMMARY

PROJECT DESCRIPTION:

On January 7, 2025, the City of Buckeye and Maricopa County entered into an agreement that provides for the management of the Foss Shooting Complex by the City. The City of Buckeye Community Services Department desires to facilitate archery by improving the archery areas to include a five-lane varying distance two-dimensional target range and a 15-station three-dimensional course, both of which do not currently functionally exist. The proposed project will address parking access adjacent to the course, pathways, shooting station enhancements, a pergola, seating areas, picnic tables, signage, and training equipment. The grant request amount is \$75,732, with a City of Buckeye match of \$75,733.

BENEFITS:

The objective is to provide the community with a safe, secure, and encouraging facility for all to practice and enjoy archery. This project will create the only publicly available archery course and range within the City of Buckeye. The City of Buckeye anticipates partnerships with local schools such as the Buckeye Union High School as they are an active participant in the National Archery in the Schools Program, which hosts Tournament events. This new facility will allow competitive archers to practice and allow Buckeye to host tournament events. The proposed shade structures and seating areas will encourage spectators to attend tournament events and practices. The proposed project will also support and enhance the City of Buckeye Community Services Department's community programs.

FUTURE ACTION:

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

FINANCIAL IMPACT STATEMENT:

The state grant portion is \$75,732. The match from Buckeye is \$75,733, which will be funded from the City of Buckeye Community Services Department's general fund budget in FY 2026. Any additional Foss Shooting Complex needs will come from the City of Buckeye Community Services Department's General Fund account unless additional grant funding opportunities become available in which the City of Buckeye's Grants team will pursue.

CURRENT FISCAL YEAR TOTAL COST:

None currently due to being in the application phase. If awarded, the Grant will be available, and this project will be budgeted, in Fiscal Year (FY) 2026 or later.

BUDGETED:

Yes

FISCAL YEAR:

2026

FUND/DEPARTMENT:

Community Services

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

ATTACHMENTS:

[Joe Foss Shooting Complex Application.pdf](#)

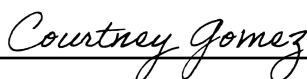
[CAR Recap - FY 26 Shooting Range Development - Joe Foss Enhancements - Application.docx](#)

Application checklist

A completed application checklist must accompany the grant application. Copy or remove this page, then initial each item that has been attached to the application. Incomplete applications are ineligible for funding. When submitting a hard copy, see the “How to apply” section for details.

- ☒ Application cover page
- ☒ Checklist
- ☒ Project description
- ☒ Project plans
- ☒ Reasonable public access and fees
- ☒ Range master plan
- ☒ Location map
- ☒ Public benefit information
- ☒ Budget worksheet
- ☒ Yes, project would still be completed if only partial funding was granted
- ☒ I certify that the range property owner has approved the proposed grant project.
- ☒ Insurance certificate
- ☒ Board resolution in support of the application
- ☒ Arizona GAO-W-9 form
- ☒ Control and tenure statement
- ☒ State Historical Preservation Office (SHPO) Certificate

Fill out and print this page and place it on the cover of your application.

Arizona Game and Fish Commission Shooting Range Development Grants		Department use only Application # Date received Grant year	
Application cover page <i>Please type or print</i>			
Organization name	City of Buckeye		
Project title	Joe Foss Shooting Complex Archery Courses		
Total project cost	\$151,465.00	Maximum grant award is 50% of total actual project cost.	
Total Grant Amount Requesting	\$75,732.00		
Brief description of the project	The City of Buckeye seeks to enhance and re-open 2 archery ranges at the Joe Foss Shooting Complex that have been non-operational for several years.		
Project start date	Upon AZGFD approval	Project end date	September 2025
Contact person for this application	Rob Roach		
Mailing address	530 E. Monroe Ave., Buckeye, AZ 85326		
Telephone	623-349-6165	Fax number	Not applicable
Email address	rroach@buckeyeaz.gov		
Shooting Range information			
Name of range	Joe Foss Shooting Complex		
Name of range manager	TBD	Phone Number	TBD
Email address of Manager or contact	Current Operational Contact: Mark Bianco, mbianco@buckeyeaz.gov, 623-349-6614		
Mailing address of range or general range location	530 E. Monroe Ave. Buckeye, AZ 85326		
Legal description	Parcel #401-90-011		
	Quarter	Section	Township
			Range
I certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of the Arizona Game and Fish Department. I acknowledge that failure to meet the requirements of the grant program will result in the forfeiture of grant funds.			
Signature of person who prepared the application			Date 1/15/25
Printed name of individual above	Courtney Gomez, Grant Analyst		
Signature of the Grant Program Manager of the applicant organization			Date 1/15/25
Printed name of individual above	Rob Roach, Grant Program Manager		

Project Description

Joe Foss Shooting Complex Archery Courses

On January 7th, 2025, the City of Buckeye (City) and Maricopa County (County) entered into an agreement that provides for the management of the Joe Foss Shooting Complex (Complex) by the City. The Complex was constructed in 2008 and has been managed by various non-profit agencies. In June of 2024, the management agreement with the then-existing non-profit agency was not renewed by the County, and the County began searching for a new manager. The City expressed interest and negotiated a management agreement. The agreement calls for the City to operate the facility for 20 years with four 5-year renewal options.

The range has been deteriorating. The archery range is almost non-existent. Archery shooting stations are barely outlined and need curbing to identify the lane positioning. The downrange has no markings, target holders, or safety berms and appears as an open desert. The 3-D course is not in much better condition. Shooting stations are barely identifiable, and there is only one 3-D target. Trails need to be enhanced and identifiable.

There is no signage along State Route 85 (SR85) for the shooting range which makes it dangerous driving as SR85 is a high-speed highway, the gravel turnoff is hard to view at a distance, there is no turn or deceleration lane, many semi-trucks frequent this highway, and hard braking is required to make the right turn onto the gravel road. The City plans to place signage along SR85 identifying the range that provides ample and appropriate distance viewing. Additionally, within the confines of the range, located near the archery areas, signs will be posted identifying the archery locations. The signage will permanently credit the Arizona Game and Fish for their support of this project.

The City intends to resolve these and many other problems.

Under the management of the City, the range will support firearms and archery activities and events. The range will support education programs for hunters, new shooters, sport shooting enthusiasts, public safety training, and will welcome firearms and archery enthusiasts. It will also accommodate sports shooting, law enforcement training, safe shooting and hunting practices, equipment safety, and open to public use for public enjoyment and recreation.

The City desires to facilitate archery by improving the archery areas to include a 5-lane varying distance target range and a 15-station 3-D course. Neither of these courses functionally exist today and the City desires to bring this activity back to the Complex. Because the range and course once existed, the area provided can be renovated and be operational in short order. The desire to add archery to the Complex builds upon archery programming already provided by the City of Buckeye Community Services Department. This programming is designed to introduce archery to newcomers, seasoned participants, archery events, and education, as well as provide a safe location for proper instruction and individual skill development.

The City has an estimated population of about 114,000. In the past three- and one-half years, attendance is estimated at almost 28,000, averaging about 72 per day during the 2022 and 2023 seasons. The range was closed halfway through 2024 being open only 53 days. The range will be open four days a week, Thursday through Sunday, from 5:00 AM to 5:00 PM, operating 208 days a year.

The scope of the project for the archery 3-D course is to renovate and enhance 15 stations, re-establish shooting pads, target locations, and necessary backstops. The project will also address parking access adjacent to the courses. The courses support hunter education and provide the archer with a place in which to judge distance and set sighting equipment appropriately. The City will re-establish the distance range that will provide lanes in 10-yard increments from 10 to 50 yards allowing archers to gain confidence in setting sight pins and honing shooting skills for tight groupings. This will include new shooting pads and permanent archery butts.

The City improvement costs for the entire range will far exceed the request for this grant which is only for the archery range portion of the improvements. Funding for the non-archery portion will come from the City general fund. Funding for the improvements that are the subject of this grant request is estimated to be just under \$152,000, 50% from the grant request and 50% from the City general fund.

The City will post the re-opening of the range and ongoing advertising on its website and social media platforms.

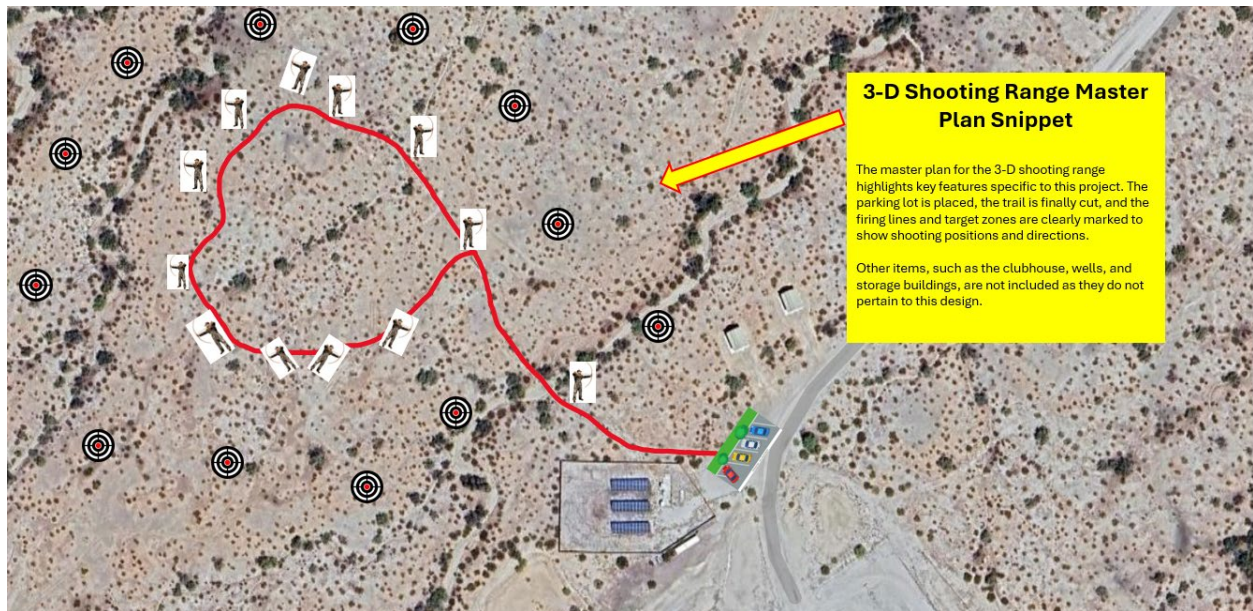
There is an immense community benefit in this project. This will create the only publicly available archery course and range within the City of Buckeye. Educational programming provided by the City and potential partnerships with area school districts will help build a base of young archers in the community. While fees for the complex have not yet been set, the City anticipates the archery fee to be set at the firearm range fee of \$7 for a day pass.

The City Council is in support of this project and approved the project in an earlier public Council meeting. The general public has also been supportive, and the range is in concert with other Buckeye-supported range education and activities.

Project Plans

The City of Buckeye seeks funding to transform the Joe Foss Shooting Range into a premier archery destination. By improving accessibility, functionality, and visual appeal, this project aims to create a welcoming and high-quality facility for archery enthusiasts of all skill levels. Planned upgrades include new amenities, expanded practice areas, and enhanced pathways while introducing training opportunities to inspire a new generation of archers.

Sketch of the 3-D course:



Sketch of the target range:



Detailed Project Components and Costs

1. Animal Target Installation for Advanced Practice

- Install 45 premium 3D animal targets (deer, coyotes, turkeys) for realistic training.
- **Cost:** \$9,400

2. Pathway and Shooting Station Enhancements

- Enhance and level 1,500 linear feet of pathways and define 15 shooting stations with arrow stands and U-shaped railroad ties.

- **Cost:** \$22,300

3. New Parking Lot Development

- Construct a 5,000 sq. ft. parking lot with gravel surfacing and 17 concrete tire stoppers.

- **Cost:** \$19,875

4. Freestanding Solid-Roof Pergola

- Install a 30'x15' pergola to provide shaded relaxation.

- **Cost:** \$17,200

5. Concrete Benches and Seating Area

- Add four 6'x2' concrete benches for visitor comfort.

- **Cost:** \$8,000

6. Picnic Tables for Group Gatherings

- Install seven weather-resistant tables to foster community interaction.

- **Cost:** \$22,400

7. Curbing and Area Definition

- Install 1,100 linear feet of concrete curbing for enhanced area organization.

- **Cost:** \$15,170

8. Surface Improvements for Practice Areas

- Enhance, level, and compact gravel surfaces, with yard markers for distance measurement.

- **Cost:** \$9,420

9. Archery Quiver Painting

- Refresh existing quivers with durable paint for improved visibility.

- **Cost:** \$800

10. Additional Enhancement for Expanded Use Areas

- Enhance 17,000 sq. ft. for flexible space and usage, ensuring dust control.

- **Cost:** \$5,000

11. Archery Training Equipment for Community Engagement

- Purchase compound and recurve bows to teach archery safety and inspire youth and adults to enjoy the sport.
- **Cost:** \$21,600

12. Signage Crediting the Arizona Department of Game and Fish

- Manufacture and installation of permanent signage recognizing the Arizona Department of Game and Fish for its contribution, as well as listing the days and times when the facility is open to the public.
- **Cost:** \$300

Total Project Cost: \$151,465

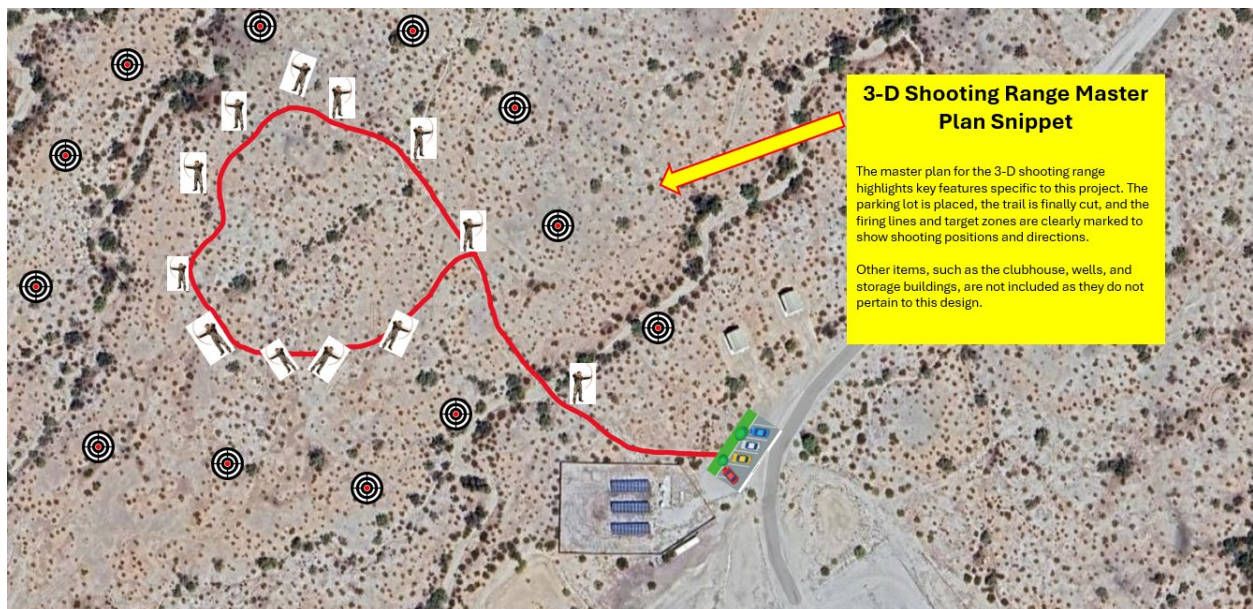
Reasonable Public Access and Fees

The range will be open four days a week, Thursday through Sunday, from 5:00 AM to 5:00 PM, operating 208 days a year. It is anticipated that the archery fee will be set at the firearm range fee of \$7 for a day pass.

Range Master Plan

The Range Master Plan will not have an impact on any existing wells, electrical equipment, sewer and water infrastructure, storage buildings, or roads. The proposed project seeks to enhance existing trails, firing lines, and parking areas. The affected areas are shown in below Map 1 and Map 2.

Map 1.



Map 2



Location Map

Figure A below shows the general location of the Joe Foss Archery and Shooting Range outlined in red, located at 26700 West Buckeye Hills Drive, Buckeye, Arizona. Outlined in green are some of the nearest communities such as Arlington, Hassayampa, Palo Verde, Buckeye, and Liberty. Additionally, the range can be accessed via State Route 85 as outlined in orange. The range is located approximately 10 miles south of Interstate 10. There are no existing housing developments, campgrounds, trails, or roads that could affect the proposed project.

Figure A.



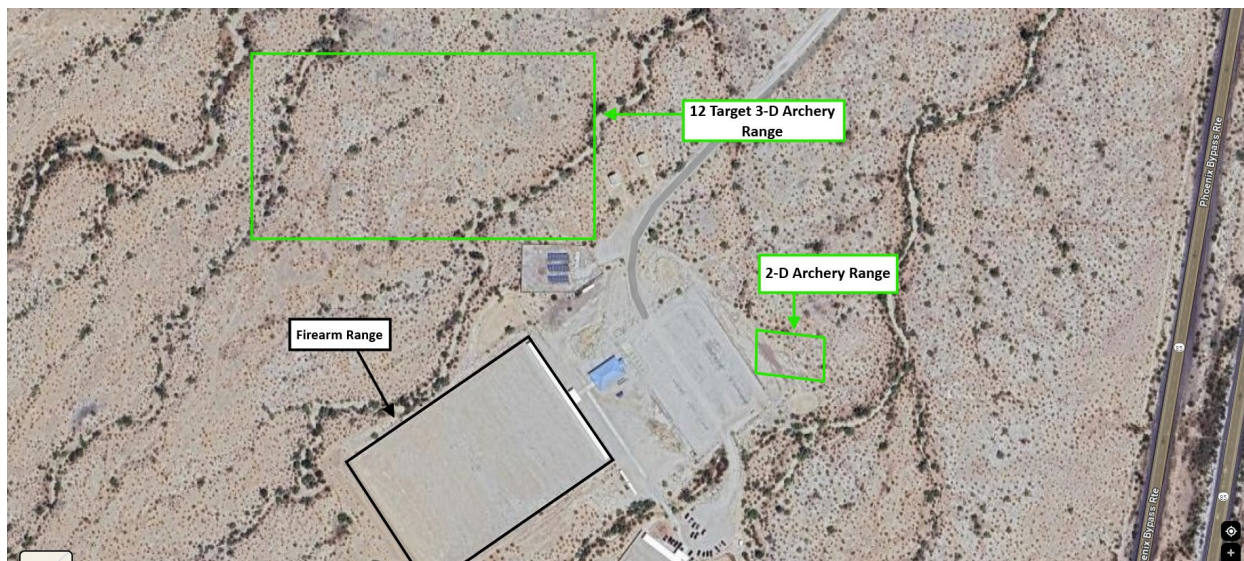
Figure B below shows the boundaries of the Joe Foss Shooting Complex outlined in red.

Figure B.



Figure C below is a zoomed-in aerial image of the proposed project location as highlighted in green.

Figure C.



Public Benefit Information

a. While this project does not impact the firearm range, it does impact the archery ranges. The Joe Foss Range currently has a firearm range and two non-functioning archery ranges to be redeveloped into a functioning distance target range and a 3-D course, in which all of these ranges will aid hunters become more familiar and proficient with their firearms and archery equipment. The usage of these ranges will also support the Arizona Department of Game and Fish's Hunter Education Program through actively conducting hunter safety education programs and archery training programs. Range-goers are required to check in and watch an educational safety briefing before they can access the ranges, which promotes safe shooting and hunting practices. There will be 8 Range Masters who will also promote safe shooting and hunting practices by actively and closely watching all range-goers to ensure that no one is handling their equipment in a dangerous or unsafe manner. Law enforcement will also train at this facility.

b. The public may access the range via regular passenger vehicle as the range is located on West Buckeye Hills Drive, which is a dirt road. Visitors may park in the designated parking lots and must check in before starting their archery practice. The facility will be Americans with Disabilities Act (ADA) compliant, enabling all community members to access the facility. The Joe Foss Shooting Range will be open four days per week, Thursday through Sunday from 5:00 a.m. to 5:00 p.m., operating a total of 208 days per year. While the fees have not yet been determined, the City of Buckeye anticipates the archery range fee will match the firearm range fee of \$7 for a single-day pass. There will be 8 Range Masters employed by the City of Buckeye to supervise public shooting for archery and firearms. Based on 2024's average daily visitation of 57 visitors per day, Buckeye anticipates a total of approximately 11,850 visitors annually upon re-opening the facility. Additionally, the 57 visitors per day average was when the Complex only had the firearms range open, and Buckeye anticipates an increase in the average visitors per day

because of the re-opening of the two-dimensional and three-dimensional archery ranges. The archery ranges have been closed for several years due to difficulties maintaining volunteer Range Masters by prior management. The City of Buckeye will have 8 full-time Range Masters to ensure the archery ranges are always open to the public during the aforementioned operating hours.

c. Educational programming will be provided by the City of Buckeye with potential partnerships with area school districts to help build a base of young archers in the community. Additionally, to make shooters feel welcome, the City of Buckeye proposes the erection of 3 permanent solar-powered signs along State Route 85, as well as several smaller signs within the complex. The smaller permanent signs within the complex will credit the Arizona Department of Game and Fish, as well as list the days and times when the facility is open to the public. The City of Buckeye will also inform the community of the range and its upcoming activities through various media outlets such as social media (Facebook, Instagram, X (formerly known as Twitter), etc), the City of Buckeye website, mailers, etc. The City of Buckeye may also promote upcoming activities via the 3 permanent solar-powered signs along State Route 85. As previously mentioned, the City of Buckeye will provide educational programs with potential partnerships with local school districts. Educational activities may include proper archery equipment, archery techniques, basic archery shooting form, archery sportsmanship and etiquette, safety strategies, and the social, physical, and emotional benefits of archery. The range may also host the National Archery in the Schools Program (NASP) Tournament events, as the Buckeye Union High School is a NASP school that regularly participates in Tournament events within the local region.

d. The Joe Foss Shooting Complex was closed in July 2024 and has not opened since the closure. On January 7, 2025, the City of Buckeye and Maricopa County entered into an agreement that provides the management of the Complex by the City of Buckeye. Due to the closure, there are currently no programs available for archery training, hunter sight-ins, firearms safety, or hunter education, but the City of Buckeye plans to provide the aforementioned programs upon the re-opening of the Complex in September 2025. The City of Buckeye will actively promote these programs through social media and print media. New equipment for the facility will foster new learning opportunities, teaching safety and instilling a passion for archery among residents of all ages. Realistic animal targets and clear markers support skill development for all levels.

e. Since the Joe Foss Shooting Complex has been closed since July 2024, there are currently no competitive events taking place at the facility. Upon the re-opening of the Complex, the City of Buckeye anticipates hosting competitive events such as the National Archery in the Schools Program (NASP) Tournament events. The Buckeye Union High School is an active NASP school that regularly participates in Tournament events within the local region. Family and friends of tournament participants are encouraged to attend these events. This proposal includes a free-standing solid-roof pergola, concrete benches, seating areas, and picnic tables for group gatherings. All the aforementioned items foster increased community interaction and

spectatorship. Additionally, the range will be Americans with Disabilities Act (ADA) compliant, allowing for greater community access to the range.

f. Prior to the closing of the Joe Foss Shooting Complex in July 2024, the facility did not have the archery ranges open to the public due to prior management's struggles with staff to monitor or maintain these ranges. The City of Buckeye, through this grant proposal, seeks to enhance operations and be a better member of the community through re-opening the archery ranges to the public. The City of Buckeye is committed to having 8 Range Masters to ensure safety and enable the operation of the three-dimensional and two-dimensional archery ranges. The Buckeye Union High School is a National Archery in Schools Program (NASP) member, and the re-opening of these archery ranges will enable youth archers a safe, secure, and encouraging venue to practice and participate in competitions and tournaments. Additionally, the proposed defined pathways and structured shooting stations will enhance ease of use and visitor security. This enhancement project underscores Buckeye's dedication to fostering outdoor recreation, community engagement, and lifelong learning through a modernized, world-class archery facility.

Budget Worksheet

Use this worksheet to develop a cost estimate. Additional categories may be used if needed.

Project Title:	Joe Foss Shooting Complex Archery Courses		
Organization:	City of Buckeye		
	Estimated costs	Organization dollars (Cash Dollars Dedicated to the Project)	Value of donated services and supplies
	<i>This column should contain estimates of all project costs.</i>	<i>Organization dollars and donated services and supplies must equal 50% of the total project cost.</i>	
Planning/development	\$ 0.00	\$ 0.00	\$ 0.00
Equipment	\$ 21,600.00	\$ 10,800.00	\$ 0.00
Construction	\$ 128,765.00	\$ 64,383.00	\$ 0.00
Labor	\$ 0.00	\$ 0.00	\$ 0.00
Supplies	\$ 1,100.00	\$ 550.00	\$ 0.00
Other	\$ 0.00	\$ 0.00	\$ 0.00
Total project cost	\$ 151,465.00		
Total organizational dollars and donations (Must Equal or Exceed 50% of Total Project Cost)	\$ 75,733.00 =	\$ 75,733.00 +	\$ 0.00
Grant Request (Not to Exceed 50% of the Total Project Costs)	\$ 75,732.00		
Please tell us if any other organizations are providing funding for this project. - There are no other organizations providing funding for this project.			

Partial Funding

Yes, the project would still be completed if only partial funding was granted.

Certification

I certify that the range property owner has approved the proposed grant project.

CERTIFICATE OF INSURANCE		ISSUE DATE 5/9/2024			
ADMINISTRATOR Southwest Risk Services 14902 North 73rd Street Scottsdale, AZ 85260 (602) 996-8810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
COMPANIES AFFORDING COVERAGE					
INSURED City of Buckeye 530 East Monroe Ave Buckeye, Arizona 85326	COMPANY LETTER A ARIZONA MUNICIPAL RISK RETENTION POOL COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D				
COVERAGES THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE OCCURRENCE	2000064-8	7/1/2024	7/1/2025	EACH WRONGFUL ACT \$2,000,000 PROD COMP/OPS AGGR \$2,000,000 GENERAL AGGREGATE \$6,000,000 PERSONAL & ADV INJURY \$2,000,000 FIRE DAMAGE(1 FIRE) \$300,000 MEDICAL EXP(1 PERSON) \$5,000
A	AUTOMOBILE LIABILITY X ANY AUTO	2000064-8	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT \$2,000,000
A	EXCESS LIABILITY	2000065-10	7/1/2024	7/1/2025	EACH WRONGFUL ACT \$13,000,000 AGGREGATE \$13,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2000066-8	7/1/2024	7/1/2025	STATUTORY (EACH ACCIDENT) \$1,000,000 (DISEASE-POL LMT) \$1,000,000 (DISEASE-EACH EMP) \$1,000,000
A	OTHER	2000064-8	7/1/2024	7/1/2025	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ISSUED FOR INSURANCE IDENTIFICATION PURPOSES TO BE DISPLAYED TO ANY LAW ENFORCEMENT OFFICER UPON REQUEST.					
CERTIFICATE HOLDER FOR AUTOMOBILE IDENTIFICATION		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED SIGNATURE 			

Board resolution in support of the grant application

Each application must include this resolution, signed by the president or similar governing group or officer, indicating that the application has the approval of the organization's governing board. All resolution forms must be attested to by the organization's secretary or officer and notarized.

Resolution of the City of Buckeye City Council

(organization's governing body)

Resolution No: 83-24 Date: December 17, 2024

Approving the application to the Arizona Game and Fish Department for a Shooting Range Development Grant for project title: **Joe Foss Shooting Complex Archery Courses**. WHEREAS, the Arizona Game and Fish Commission under A.R.S. §17-231.4 has authorized the establishment of a Shooting Ranges Development Policy providing financial assistance for the development of shooting ranges for public purposes; and

WHEREAS, the Arizona Game and Fish Department has responsibility for the administration of the policy, including the necessary guidelines and procedures governing applications for funding assistance under the policy; and

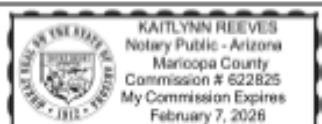
WHEREAS, the application procedures require the applicant's governing body to approve by resolution the submission of applications for shooting range assistance

NOW, THEREFORE, BE IT RESOLVED that this board hereby:

- Approves the filing of an application for a shooting range development grant; and
 - Certifies that the project application is consistent and compatible with all adopted plans and programs for safe shooting range development; and
 - Agrees to comply with all procedures, guidelines and requirements of the Arizona Game and Fish Department as a part of the application process; and
 - Understands that the project scope and funding amount are subject to final approval by the Arizona Game and Fish Commission; and City of Buckeye (Name of project coordinator) is authorized to act on behalf of this organization by conducting negotiations, and by executing and submitting documents, including but not limited to, applications, agreements, amendments, and other documents which may be necessary for the completion of a shooting range development project.
- PASSED, ADOPTED AND APPROVED.

By signing below, I certify that I am the duly appointed and qualified Grant Program Manager (title of your office) of the City of Buckeye (name of your organization) and certify that the foregoing resolution is true, correct and was passed and adopted at a regular meeting of the board, held on December 17, 2024 (date of the meeting) at which a quorum was present.

Signature of office holder	Rob Roach 	Date 1/15/25
Printed name and title of individual above	Rob Roach, Grant Program Manager	



Online Notary Public. Notarization facilitated by SIGNiX®

Kaitlyn Reeves



Notary's seal and information

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Buckeye	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) Municipality	
	4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3). Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 530 E Monroe Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Buckeye AZ 85326	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	6		-	6	0	0	0	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Shelley McLeod</i>	Date <i>12-20-24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**Intergovernmental Agreement
Between
Maricopa County
And
City of Buckeye**

**For the Use and Management of General Joe Foss Shooting Complex
at Buckeye Hills Regional Park
C- _____**

This Intergovernmental Agreement, hereinafter referred to as "Agreement," is entered into between Maricopa County, a political subdivision of the State of Arizona (hereinafter referred to as "County") through its Parks and Recreation Department (herein referred to as "MCPRD") and the City of Buckeye, a municipal corporation (hereinafter referred to as "City"). The County and City are collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§11-933 and 11-952; and

WHEREAS, pursuant to the Recreation and Public Purposes Act of 1926 (the "R&PP"), the United States of America, acting through its Bureau of Land Management (the "BLM"), through a series of land patents, granted to the County Land Patents 02-70-0043 on December 29, 1969; 02-72-0048 dated January 10, 1972; 02-73-0042 dated December 29, 1972; 02-73-0057 dated April 13, 1973, respectively, for the land currently known as Buckeye Hills Regional Park (the "Park"); and

WHEREAS, the R&PP and related federal regulations (42 CFR Subparts 2740, 2741), and internal BLM policies and procedures, provides facilities or services for the benefit of the public in connection with, but not limited to, public health, safety, or welfare; and

WHEREAS, the County has developed a shooting facility known as the General Joe Foss Shooting Complex, which is situated at the Park and depicted on **Exhibit One** (the "Complex"); and

WHEREAS, the City has access to and from the public right-of-way to the Complex via Buckeye Hills Drive; and

WHEREAS, the R&PP provides certain requirements for how the land may be used under the R&PP, such as any revenue collected must be used on the Complex lands to offset the impact to the Complex and create funds to be applied towards Park operations, thus avoiding the appearance of a windfall income or profit since the land was patented at a reduced cost; and



WHEREAS, the County believes the public interest can best be served by the City providing law enforcement training and education and offering public use (the “City’s Use”) at the Complex; and

WHEREAS, it is the Parties' intent that the Complex be made available for the City’s Use, and it is not the intent of the Parties to convey legal or equitable title to any property or any property rights pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the City agree as follows:

1. **Recitals.** The Recitals are true and, by this reference, shall be incorporated herein and made a part of this Agreement.
2. **Use, Management, and Administration.** As of the Effective Date, the County hereby grants the City the exclusive right to use and manage the Complex in a legal, professional, and diligent manner reasonably satisfactory to the County. County shall deliver to the City for the uses stated herein the Complex, and the County states there are currently no known damages at the Complex.
 - A. The City shall open the Complex for public use no later than the week of October 6, 2025.
 - B. The City shall open the Complex for public use a minimum of three (3) days per week.
 - C. The City is responsible for ensuring safety measures are implemented during the City’s Use. If an unsafe operation of the Complex is observed or noted by Park personnel then, upon notice to the City, the City shall immediately cease operation of the Complex until the risk or threat has been resolved. Any suspension of activities due to unsafe operation(s) will be without liability to the County or compensation to the City for losses, including, but not limited to, lost income, lost revenue, wages, or other compensation or liability.
 - (1) The City shall provide a copy of the City’s Standard Operating Procedures (for operating a fire line) and Emergency Procedures to the County prior to the operation of the Complex.
 - (2) All vehicles will be driven only on graded/maintained surfaces within the Complex unless County provides prior written approval otherwise.
 - (3) During hours of operation, City shall have at least one (1) person current in CPR and First Aid present on the Complex.
 - (4) City shall provide Certified Range Safety Officers certified by the National Rifle Association (NRA) or other comparable certification, in sufficient quantity, to conduct range operations.
 - (5) The City will determine, in its sole discretion, weapons and ammunition that are permitted to be used or discharged. No discharge is allowed outside the Complex Development (as defined in Section 12).
 - D. The City will maintain and fund all operations, maintenance, and Capital Improvements to the Complex. As defined herein, Capital Improvements are major maintenance and repair

of existing facilities and structures. The City will have the right but not the obligation to undertake construction of additional facilities to the Complex.

- (1) The City agrees to maintain the Complex in a commercially reasonable manner.
 - a) The City is responsible for maintaining all structures, facilities, or amenities, currently or in the future, included in the Complex, normal wear and tear excepted.
 - b) The City shall provide, at its own expense, all equipment, furnishing, and supplies necessary to fulfill its obligations under the terms and conditions of this Agreement.
- (2) Plans for improvements and construction must be submitted to the County, City of Buckeye, and any other permitting agency with jurisdiction for approval in accordance with the customary and required permitting process. All improvements and construction will comply with existing laws, regulations, rules, statutes, codes, and ordinances.
 - a) Obtaining all required permits for improvements and construction and all costs incurred will be the responsibility of the City. The City will be responsible for identifying all required permits and approvals. No improvements or construction may commence until approval, or a final permit is granted by the agencies with jurisdiction over the improvement or construction project.
 - b) The City will be responsible for all costs associated with the planning, design, permitting, and construction/completion of all stated requirements, improvements, or construction projects.
 - c) The City will ensure that all activities (operations or construction) comply with all air quality and environmental laws, statutes, rules, ordinances, regulations, or policies.
 - d) The City agrees to schedule and conduct any improvements or construction activity on the Complex to minimize hazards and inconvenience to the public.
 - e) The County will review Concept Plans. The City will be responsible for submitting Concept, Preliminary, Final, and As-Built Plans at a scale acceptable to the required permitting agencies for all improvements and construction projects. These plans will be submitted to all required agencies for review, comment, and written approval or for the final permit for a specific improvement or construction activity to be issued. The City shall provide the County with a courtesy copy of all plans for review, and the County will be allowed to comment prior to submission to permitting agencies for approval. Plans shall comply with all applicable federal, state, and local rules, regulations, and ordinances including, but not limited to, health, building zoning, fire and safety codes, all applicable environmental statutes, regulations, and ordinances, the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, the Uniform Federal Accessibility Act of 1983 and the Arizona Native Plant Law.
 - f) Any deviation for the plan of development on record requires public comment and BLM approval.
- E. The City is responsible for preserving the Complex by protecting it from damage. The City shall be liable for all damage incurred and responsible for all costs incurred in correcting such damage.
- F. At the expiration or termination of this Agreement, the City shall return the Complex to the County in a good condition, normal wear and tear excepted. At the County's sole discretion, the City may abandon the improvements made by the City or remove said

improvements and restore the Complex to its original condition, normal wear and tear excepted.

- G. The City shall reasonably cooperate with the County's annual Complex evaluation, monitoring, and review process in connection with this Agreement.
 - H. In an emergency, the City will immediately contact appropriate emergency medical services and then notify MCPRD personnel. An emergency is defined as any person requiring medical attention, injury requiring medical transport, or death, among other things.
 - I. Except as expressly set forth herein, including Fee Schedules (defined in Section 3), City shall not post any signs without the written approval of the County.
 - J. City shall be the only operator of the Complex and shall not transfer, sell, assign, or subcontract, in whole or in part, the City's rights or interests in the Agreement without the prior written approval of the County. Notwithstanding the foregoing, City may subcontract the concession of accessory goods or services at the Complex, such as supplies related to Complex-activities (ammunition, magazines, holsters, etc.), snacks, and non-alcoholic beverages. Concession vendors shall have no independent right to the use of the Complex under this Agreement.
3. **Fee Schedules.** Prior to opening the City shall provide a listing of prices and charges (the "Fee Schedule") to the County. Within thirty (30) days following the effective date of any amendments to the Fee Schedule, the City shall provide notice of the same to the County. It is the intent of the County that the services and facilities shall be made available to the general public at reasonable fees and charges. The City agrees to make the facilities available to the general public at reasonable fees and charges. In general, the market shall determine rates for fees and charges and the price of merchandise sold. The City shall post and at all times keep on public display the prices, rates, and charges for all goods and services, as well as the acceptable forms of payment.
4. **Term.**
- A. **Effective Date.** The effective date of this Agreement will be the date of full execution of the Parties (the "Effective Date").
 - B. **Term.** Term of this Agreement will be from the Effective Date for twenty (20) years.
 - C. **Renewal Option.** Provided City is not in violation of this Agreement, this Agreement may be renewed for up to four (4) additional terms of five (5) years each upon thirty (30) days written notice to renew prior to the end of the Term or the renewal term, as the case may be. The County shall not be liable to the City or any of its officers, employees, agents, or contractors at law or in equity for not entering into a renewal term.
 - D. Should the City holdover after the expiration of any Term or renewal term, such holdover shall be on a month-to-month basis with all terms and conditions of this Agreement to continue in full force and effect.
5. **Accounting and Fees.**
- A. The City shall be responsible for costs associated with operating the Complex, including all utilities, except for the water.
 - B. Water fees (based on Central Arizona Project water rates) may be prorated at the sole discretion of the County. If the County sends an invoice for water, it will be due no later

than thirty (30) days from the invoice date. Should the due date fall on a Saturday, Sunday, or legal holiday, then the due date shall be at the close of business on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Invoices shall be delivered to the City of Buckeye, ATTN: Finance Department, 530 E Monroe Avenue, Buckeye, Arizona, 85326, with specific reference to this Agreement including, if applicable, the contract-number.

6. **Default.** Each of the terms in this Agreement is considered material, and failure to perform any of them shall constitute a breach of this Agreement. Either Party shall have the right to terminate this Agreement if the other Party does not cure any terms in default within ninety (90) days of receipt of a written notice thereof. Notwithstanding the foregoing, if the nature of the breach cannot be cured within said ninety (90) day period, the noticing Party shall not have the right to terminate this Agreement if the other Party commences the cure within the ninety (90) period and diligently pursues the cure to completion thereafter. Upon the occurrence of any default and at any time thereafter, either Party may, but shall not be required to, exercise any remedies now or hereafter available to such Party at law or in equity.

Upon expiration or early termination of this Agreement, County may enter and take possession of the Complex and eject all parties in possession, or eject some and not others, or eject none; or in the alternative, (ii) the County may at the City's sole cost, and expense (1) demolish and/or remove all, or a portion of, improvements on the Complex and return the property, or a portion of the property, to a condition as similar as possible to the condition of the property at the time of execution of this Agreement; and/or (2) remove all personal property, trade fixtures, equipment, and inventory owned by the City and repair any damage caused to the Complex as a result of the removal of built-in fixtures; and/or (3) remove all garbage and debris, to include inoperable or obsolete equipment, from the Complex, all by the date(s) specified by the County.

7. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511 provisions.

8. **Indemnification and Insurance.**

- A. Indemnification.

- (1) In addition to the indemnification provisions provided for elsewhere in this Agreement, the City shall indemnify and hold harmless the County, its departments, agencies, officers, and employees, from and against all claims, demands, judgments, actions, settlements, liens, penalties, damages, losses, injuries, costs and expenses, including attorneys' fees and court costs, in connection with the use and operation of the Complex or, arising out of or in any way caused by or related to any activity, condition or event arising out of the performance or nonperformance of the provisions of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the County or any of its departments, agencies, officers, employees or agents.
 - (2) Neither the City nor any of its contractors or subcontractors shall have any authority to create any lien against the County or property of the County for labor, materials, or services furnished by the City, its contractors, or subcontractors. If, because of any act or omission (or alleged act or omission) of the City, any mechanic's, materialmen, or

other lien, charge, or order for the payment of money shall be filed or recorded against the County or property of the County (whether or not such lien, charge or order is valid or enforceable as such), the City shall immediately notify the County. The City will, at its own expense, cause the same to be canceled and discharged of record within thirty (30) days after the City has received notice of the filing thereof, or the City may, within said period of time, furnish to the County a bond satisfactory against said lien, charge or order, in which case the City will have the right in good faith to contest the validity or amount thereof.

- (3) The City shall indemnify and hold harmless the County, its successors in interest, and assigns from any liability, damage, expenses, costs or attorney(s') fees incurred or arising from any and all claims as a result of the consumption of food and/or beverage sold by City or any of its agents, contractors, vendors, officers, employees, assigns, designees or invitees due to the rights granted to the City pursuant to the terms of this Agreement or as a result of any act or omission by the City or any of its agents, contractors, vendors, officers, employees assigns, designees or invitees.

B. Insurance.

- (1) The City shall maintain the following insurance coverage, see **Exhibit Two**, certificate of insurance, attached hereto and incorporated herein by reference.
- (2) The County and the Bureau of Land Management shall be named as "additional insured" under all policies of insurance with the exception of Worker's Compensation policy. Copies of all insurance policies or certificates thereof shall be made available to the County upon request. Copies of the Certificate of Insurance shall be furnished annually to the County. The County shall be given thirty (30) days advance written notice of cancellation of a policy, non-renewal, or change in coverage or limits.
- (3) Property insurance shall be in an amount sufficient to rebuild the improvements in case of a casualty loss, less only a commercially reasonable deductible amount. In the event that the City files an insurance claim for the Complex, the City shall notify the MCPRD's Contract Administrator immediately upon any property insurance claim submission. County shall be an "additional payee" pursuant to such policy. The City will be entitled to receive and shall be obligated to apply insurance proceeds to repair or reconstruct damaged improvements. Insurance proceeds shall be disbursed pursuant to customary construction lending practices in the Phoenix, Arizona area, as such repair and restoration are being made and subject to such procedures as the County may reasonably require monitoring the application of such proceeds.
- (4) The City assumes all risk of loss and shall be responsible for any and all losses to the Complex and all improvements acquired or developed within the Complex after the Effective Date. The loss to the Complex may result from but is not limited to, theft, vandalism, fire and any fire-fighting activities (including prescribed burns), floods, droughts, landslides, rising waters, winds, falling limbs or trees, and acts of God. If, prior to commencement of, or during, the Term or Renewal Term of this Agreement, any property, real or personal, under the control of the City or any buildings or improvements or such fixtures or equipment on, below, above, or appurtenant to the Complex at the commencement of the Term or Renewal Term or hereafter erected, installed or placed thereon shall be destroyed or damaged in whole or in part by any cause except condemnation, the City will notify the County immediately. The City will immediately secure the area to prevent injury, vandalism, or further damage to persons,

improvements, and contents thereof and direct its insurer to make any payment to the appropriate Party.

- (5) If the destroyed or damaged buildings, improvements, fixtures, or equipment under the control of the City are capable of restoration, in the reasonable judgment of the County and City, this Agreement shall continue in full force and effect, except that established fees payable to the County by the City, to the extent not covered by insurance, shall be abated to the extent that the damage or restoration interferes with the City's operations. The City agrees to cooperate in determining the abatement or other relief to be provided by furnishing all information requested relative to its operations, permitting examination, and audit of all accounting records kept in connection with the conduct thereof. The abatement of fees may be negotiated in relation to the percentage of damage. Fee abatement(s) may be granted for not more than one hundred eighty (180) calendar days. The City will apply for all permits required to restore damaged improvements and complete restorations within a date mutually agreeable to the Parties as soon after the damage as reasonably possible. Should such damage or destruction occur within thirty-six (36) months of this Agreement's scheduled Term date or Renewal Term, or if the damage destroys in excess of fifty percent (50%) of the appraised value of the Complex on the date of loss (as determined by an independent appraiser), then the City or the County shall have the option to terminate this Agreement in whole or in part. If this Agreement is terminated pursuant to this provision, any insurance proceeds shall be applied first to remove any damaged or destroyed improvements and second to pay any loans to the City secured by its interest in this Agreement or any property covered hereby. The balance of the proceeds shall be divided by the County and the City in equal proportions.
- (6) The City assumes all risk of loss and shall be responsible for any and all losses to the City's property within the Complex. Such loss to the City's property may result from, but is not limited to, theft, vandalism, fire, and any fire-fighting activities (including prescribed burns), landslides, rising waters, winds, falling limbs or trees, and acts of God.
- (7) Subject to the approval of the City's insurer, the Arizona Municipal Risk Retention Pool, a Waiver of Subrogation/recovery against the County shall be included in all policies. City will make reasonably diligent efforts to request that the Waiver be included in all applicable policies.
- (8) The County reserves the right to revise the minimum required limits of insurance during the term of this Agreement, provided the changes are consistent with market conditions, prudent business judgment, and industry standards.

9. Compliance.

- A. The City shall obtain all required licenses and permits and comply with all applicable local, federal, state, county, and city statutes, laws, regulations, rules, and ordinances. Provided, however, that the following Maricopa County Parks and Recreation Park Rules shall not apply to the City during the term of this Agreement: R-102 Special Use Permits, Fees and Approvals; R-107(1) regarding operating motorized vehicles; R-112(1) regarding issuance of a department permit for camping; R-114(2) through (4) regarding special use permits; and R-116(2) regarding operation of engine powered models or toys. Maricopa County Parks and Recreation Park Rules are attached hereto as **Exhibit Three**.

- B. City shall not discriminate against any employee or applicant for employment because of race, age, handicap, disability, color, religion, sex, sexual orientation, or national origin. The City shall comply with Title VI and Title VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990, A.R.S. §41-1461 et. seq., A.R.S. §41-1492 et. seq., 29 U.S.C. §721 (Section 504), and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
 - C. The City agrees to comply with the I.R.C.A. and Arizona statutes, in the performance of this Agreement and, upon request, permit the County to inspect personnel records necessary to verify such compliance.
 - D. The City, for itself and all subcontractors, if any, warrants full compliance with all federal immigration laws and regulations that relate to their employees, and their compliance with A.R.S. §23-214 et seq. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The County retains the right to inspect the papers of City or sub-contractor's employee(s) who work on the Complex to ensure that the City or sub-contractor is complying with the warranty provided above. The City shall make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection. Nothing herein shall make any City or sub-contractor an agent or employee of the County.
 - E. The City warrants that it is in compliance with verification of employment eligibility and E-Verify Program.
 - F. To the extent applicable under A.R.S. § 35-393.01, City certifies it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.
10. **System Closure.** In the event of an emergency evacuation or an emergency closure of the Park, the City will be required to take direction from the MCPRD. The County will not be liable for any loss or damage to the City's property.
11. **Taxes.** The City shall pay taxes of whatever character may be levied or charged upon the City's rights and operations under this Agreement.
12. **County's Covenants, Representations, and Warranties.** To County's present knowledge, with respect to the Complex's development envelope (roadways, parking lot, ranges, and trap and skeet area) ("Complex Development"): (1) there has been no production, disposal, or storage on the Complex of any hazardous waste or other toxic or radioactive substance or matter by County, nor has County received any actual notices of any violation of hazardous waste statutes or regulations, and there is no proceeding or inquiry by any authority with respect thereto, nor has County received any notice of any violation of the above-mentioned statutes or regulations or any information which would constitute or lead to a violation thereof; (2) there are no habitat, wetlands, jurisdictional waters or archaeological sites located on the Complex Development; (3) no portion of the Complex Development is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks; (4) there are no wells,



well sites, tanks (underground storage or otherwise), or buried trash pits on the Complex Development.

13. **Notices, Current Addresses, and Points-of-Contact.** All notices required under this Agreement shall be in writing and given by email delivery and read receipt, or United States Post Office certified mail, return receipt requested, or by commercial courier served with a receipt, or by hand delivery, to each Party's following address, or such other address as either Party may notify the other in writing as provided herein. Any such notice shall be considered served when communication is received and signed for, or delivery is refused or returned to sender as unclaimed.

For the County: Maricopa County Parks & Recreation Department
Attn: Director
41835 N. Castle Hot Springs Road
Morristown, AZ 85342
Email: jennifer.waller@maricopa.gov
Phone: (602) 506-9511

For the City: City of Buckeye
Attn: City Manager
530 E. Monroe Avenue
Buckeye, AZ 85326
Email: dcotterman@buckeyeaz.gov
Phone: (623) 349-6991

With a copy to: Attn: City Attorney's Office
K. Scott McCoy, City Attorney
530 E. Monroe Avenue
Buckeye, AZ 85326
Email: smccoy@buckeyeaz.gov
Phone: (623) 349-6982

14. **Waiver.** The waiver by either Party of any breach of any one or more of the covenants, conditions, or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions, or provisions of this Agreement. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions, or provisions of the Agreement shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of this Agreement.
15. **No Boycott of Israel.** To the extent applicable under A.R.S. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393(1).

16. **Severability/Validity.** If any provision of this Agreement is determined to be invalid, void, or illegal, then such determination shall not affect, impair, or invalidate any other provision hereof, the remaining provisions shall remain in full force and effect, and the Parties shall use their commercially reasonable efforts to restate the invalid provision to the end that it complies with applicable laws.
17. **Consents and Approvals.** The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval, or other action of a Party is required under any provision of this Agreement, such consent, approval, or other action shall not be unreasonably withheld, delayed, or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard.
18. **Agreement Subject to Appropriation.** Any provisions of this Agreement which require the either Party to expend funds shall be effective when funds are appropriated for this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and shall keep the other Party fully informed as to the availability of funds for this Agreement. Any obligation of the City or County under this Agreement is a current expense and payable exclusively from annual appropriations and not a general obligation or indebtedness of the City or County, respectively. If the City Council or the Board of Supervisors fails to appropriate money sufficient to fund obligations set forth in this Agreement, this Agreement shall terminate at the end of the then-current fiscal year, and the City and the County shall be relieved of any subsequent obligation under this Agreement.
19. **Entire Agreement; Modification.** This Agreement, together with any supplemental provisions attached hereto, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions, or understandings, either oral or written, between the City and the County and those agreements that are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by the City and the County. The City and the County have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.
20. **Attorneys' Fees.** If any suit or action is commenced to enforce compliance with any term, covenant, or condition of this Agreement, including any action undertaken in the context of bankruptcy proceedings, the Party not prevailing shall pay to the prevailing Party a sum which the trial judge determines is reasonable as attorneys' fees to be allowed in the suit or action and court costs, and if appeal is taken from any judgment or decree in the suit or action, the Party not prevailing on the appeal shall pay to the prevailing Party such further sum as the appellate court shall adjudge reasonable as attorneys' fees on appeal, and court costs.



21. **Force Majeure.** The occurrence of any of the following events shall excuse the performance of such obligations of a Party as are rendered impossible or reasonably impracticable to perform while such continues strikes; lockouts; acts of God; inability to get materials; governmental restrictions; enemy or hostile governmental action; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (all events of “Force Majeure”).
22. **Authority.**
- A. City, upon execution of this Agreement, shall simultaneously provide proof of authority to execute the Agreement. Each Party covenants and warrants to the other Party that (a) it is duly authorized to execute this Agreement and (b) the execution of this Agreement has been duly authorized by the applicable Party.
 - B. The Assistant County Manager of the Maricopa County or MCPRD Director or his/her delegee shall administer this Agreement, including execution of documents necessary to administer this Agreement.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives.

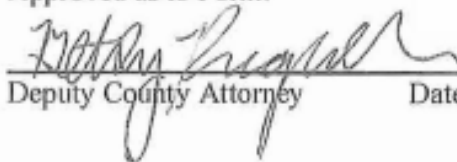
MARICOPA COUNTY

 DEC 19 2024
 Chairman Date
 Board of Supervisors

ATTEST

 DEC 19 2024
 Clerk of the Board Date

Approved as to Form:

 12-18-2024
 Deputy County Attorney Date

CITY OF BUCKEYE:

 01/07/2025
 Signature Date

By: Eric W. Orsborn
 Printed Name

Its: Mayor
 Title

ATTEST:


 Lucinda J. Aja, City Clerk

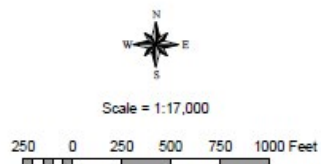
APPROVED AS TO FORM:


 K. Scott McCoy, City Attorney

**Exhibit One
GENERAL JOE FOSS SHOOTING COMPLEX
AT BUCKEYE HILLS REGIONAL PARK**

Buckeye Hills / Estrella Mountain Regional Park

Phone: 602-506-2930 Ext. 6





**Exhibit Two
Certificate of Insurance**

CERTIFICATE OF INSURANCE		ISSUE DATE 5/9/2024			
ADMINISTRATOR Southwest Risk Services 14902 North 73rd Street Scottsdale, AZ 85260 (602) 996-8810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
COMPANIES AFFORDING COVERAGE					
COMPANY LETTER A ARIZONA MUNICIPAL RISK RETENTION POOL					
COMPANY LETTER B					
COMPANY LETTER C					
COMPANY LETTER D					
INSURED City of Buckeye 530 East Monroe Ave Buckeye, Arizona 85326					
COVERAGES THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE OCCURRENCE	2000064-8	7/1/2024	7/1/2025	EACH WRONGFUL ACT \$2,000,000 PROD COMP/OPS AGGR \$2,000,000 GENERAL AGGREGATE \$6,000,000 PERSONAL & ADV INJURY \$2,000,000 FIRE DAMAGE(1 FIRE) \$300,000 MEDICAL EXP(1 PERSON) \$5,000
A	AUTOMOBILE LIABILITY X ANY AUTO	2000064-8	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT \$2,000,000
A	EXCESS LIABILITY	2000065-10	7/1/2024	7/1/2025	EACH WRONGFUL ACT \$13,000,000 AGGREGATE \$13,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2000066-8	7/1/2024	7/1/2025	STATUTORY (EACH ACCIDENT) \$1,000,000 (DISEASE-POL LMT) \$1,000,000 (DISEASE-EACH EMP) \$1,000,000
A	OTHER	2000064-8	7/1/2024	7/1/2025	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
ISSUED FOR INSURANCE IDENTIFICATION PURPOSES TO BE DISPLAYED TO ANY LAW ENFORCEMENT OFFICER UPON REQUEST.					
CERTIFICATE HOLDER		CANCELLATION			
FOR AUTOMOBILE IDENTIFICATION .		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED SIGNATURE			



Exhibit Three MARICOPA COUNTY PARKS AND RECREATION PARK RULES

*Adopted August 13, 2003 by the Maricopa County Board of Supervisors
Revised January 13, 2016 by the Maricopa County Board of Supervisors*

R-101 DEFINITIONS

The following definitions shall determine meanings for certain facilities, objects, entities or activities.

1. "Abandoned Vehicle" means any vehicle, boat, trailer, or structure, which shows evidence of being left unattended for a period of 48 hours unless displaying an official permit indicating a stay in excess of 48 hours.
2. "Aircraft" means a structure or device for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surface.
3. "Camping" means erecting a tent or shelter or arranging bedding, or both, for the purpose of, or in such a way as will permit, overnight use; or parking a trailer camper or other vehicle for the purpose of remaining overnight.
4. "Commission" means the Maricopa County Parks and Recreation Commission.
5. "County" means Maricopa County.
6. "Department" means the Maricopa County Parks and Recreation Department.
7. "Loudspeaker or public address system" means a device to amplify or direct sound.
8. "Maricopa County Park(s)" means any land or areas under the control of the Maricopa County Board of Supervisors which has been designated as a Park, Recreation Area or Conservation Area.
9. "Roads" means the entire width between the boundary lines of every way when any part thereof is open, kept or maintained for use by the public for purposes of vehicular travel.
10. "Special Use Permit" means commercial or non-commercial permits issued by the Department for activities outside a park's activity design or which excludes the general public or for which there is monetary gain.
11. "Swimming" means to propel one's self in water by natural means; consequently aquatic activities including the full or partial use of inner tubes, air mattresses or personal support devices.
12. "Designated Trail" means an authorized recreational trail designed, constructed, and maintained according to standards within the county manual; it is within Maricopa County Parks' boundaries and has been included in the Maricopa County Park trail system inventory.

R-102 SPECIAL USE PERMITS, FEES AND APPROVALS

1. Special Use Permits shall be required for eligible non-profit, government or private, as well as commercial uses.
2. For eligible non-profit uses, a Special Use Permit is required of any person or group for any activity outside each park's activity design, or for the use of specific park areas that require the exclusion of general public usage.
3. A Special Use Permit shall also be obtained in advance by any person or group wishing to use a Maricopa County Park for eligible commercial uses.
4. Park Impact Fees for Special Use Permits shall be negotiated by the Department based on the expenses related to the administration of the activity, protection of the park and visitors, and in accordance with established fee schedules when applicable.
5. The Department may require commercial applicants to enter into an agreement with the County for a negotiated percentage of gross receipts not to exceed twenty (20) percent.
6. The Department may require the permittee to post a deposit against damage and clean-up expense, provide a certificate of insurance naming the department as additionally insured, and/or provide for adequate medical, sanitary and security services.
7. A performance and payment bond may be required from any permittee who is providing a service that was solicited to provide any event or activity sponsored by the department.
8. The Department may impose conditions on the conduct of any activity, which are necessary to protect the area and maintain its availability as a public park.
9. A Special Use Permit is not required for any person operating under the provisions of a valid special use or commercial management concessions agreement with the department.
10. Special Use Permit applications, which are compatible with the management objectives of the individual park, may be refused for health and safety reasons or to protect the park from significant damages. With respect to competing non-profit uses, the use of park space shall be granted on a first-come, first-served basis. With respect to competing commercial uses, informal Proposals shall be solicited and the Special Use Permit awarded to that City which offers to provide the County with the highest potential revenue and/or best recreational value to park patrons, provided the City does not have a poor performance history on any prior permits.
11. All persons entering a park under a Special Use Permit are subject to all entrance and/or use fees, and all rules and regulations concerning park resource and facility use. The total amount of entrance fees owed by persons entering a park under a Special Use Permit, may be calculated in advance and paid in accordance with terms negotiated as part of the Special Use Permit.
12. A decision by the Department concerning any Special Use Permit may be appealed to the Commission.
13. Applications for Special Use Permits may be obtained from an authorized representative of the Department.

R-103 VIOLATIONS AND PENALTIES

1. Any person who violates any of these rules shall be guilty of a Class 2 misdemeanor.
2. Any person who violates any of these rules may also be evicted for failure to comply.

THE FOLLOWING ACTS ARE PROHIBITED IN MARICOPA COUNTY PARKS:

R-104 ENTRY, USE, OCCUPANCY, FEES

1. Entering, using, or occupying of a Maricopa County Park or its facilities, designated trails or waterways under the supervision and control of the Department for any purpose when said parks or areas are posted against such entrance, use, occupancy or where barriers exist.

2. Entering upon or using for any purpose, the land, water or facilities within the boundaries of Maricopa County Parks when a fee, rental, admission or other consideration has been established for such land, water or facilities, unless the person entering or using such land, water or facility has paid said fee, rental, admission or other consideration.

R-105 ANIMALS AND PETS

1. Riding, permitting or allowing livestock, saddle, pack, or draft animals except on designated trails or areas under special permit issued by the Department or by special provisions of a use management agreement.
2. Possessing, allowing or permitting a dog and/or other pets in a Maricopa County Park, unless the same shall be under immediate control on a leash not exceeding 6 feet in length, except the leash requirement shall not apply to dogs while being used in hunting, or in field trials, or while being trained, when upon lands open to such uses and it does not interfere with other park activities.
3. Possessing, allowing or permitting a dog in a Maricopa County Park without a current dog license.
4. Allowing dogs or other pets, other than seeing-eye or hearing guide dogs, within the confines of public park buildings.
5. Allowing dogs and/or other animals to create a nuisance, noise or disturbance in any area.
6. Failure of owners of pets to properly remove and dispose of any waste.
7. Scattering and/or depositing the ashes of any animal.

R-106 DISCHARGE OF FIREARMS, HUNTING AND TRAPPING

1. Except as provided by state law, discharging a firearm, shooting with bow and arrow, or setting traps except in locations provided for that purpose and as permitted by Arizona Game and Fish rules.

R-107 MOTOR VEHICLES AND BICYCLES

1. Operating any motorized vehicle except on roads and parking areas designated by the Department for such purpose.
2. Abandoning any vehicle in any area of a Maricopa County Park. Vehicles violating this section may be towed at the owner's expense.
3. Parking a motor vehicle or trailer or other device towed by a motor vehicle in such a manner whereby roads, parking areas or other traffic ways or traffic are blocked or otherwise impeded. Vehicles violating this section may be towed at the owner's expense if such violation constitutes blockage of any emergency lane or otherwise interferes with park operations.
4. Operating a bicycle in a careless or reckless manner, or in disregard of the safety of any person or property.
5. Utilizing bike ramps in non-designated areas.
6. Operating, without permission from the County, any motorized skateboard, motorized scooter, moped or like device.

R-108 WATERCRAFT AND SWIMMING

1. Bringing into, or operating any watercraft upon any body of water, except at such places and in such manner as designated for such use or purpose by the Department.
2. Storing or leaving any watercraft without first obtaining a permit issued by the Department or its authorized City.
3. Swimming in areas posted against such use.
4. Cliff jumping.

R-109 VANDALISM

1. Destroying, damaging, or removing any tree, shrub, wildflower, cactus, or any other vegetation, or any other vegetative product or by-products without first obtaining a written permit from the Department.
2. Destroying, damaging, defacing or removing any County property or property administered by the Department.

R-110 LITTERING

1. Depositing or abandoning garbage, sewage, refuse, trash, waste, or other obnoxious material, except in receptacles or containers provided for such purposes.
2. Throwing or breaking any glass, plastic or ceramic object leaving shards or other fragments on park property.

R-111 PUBLIC BEHAVIOR

1. Conducting one's self in a disorderly or intoxicated manner, or using threatening, abusive, or boisterous or insulting language, or conducting or participating in a disorderly assembly, or to solicit for any purpose.
2. Engaging in noisy conduct, operating generators or motors, operating radios, or otherwise making loud or disturbing noises that may disturb the peace of the area between the hours of 10:00 p.m. and 6:00 a.m.
3. Public urination or public defecation.
4. Engaging in noisy conduct that disturbs the peace.

R-112 CAMPING

1. Camping without first obtaining a written permit issued by the Department
2. Failure to obey all written or posted camping regulations.

R-113 FIRES

1. Building fires except in designated places.
2. Building fires in any area posted against such use.
3. Building wood or charcoal fires at any time posted against such activity (during fire ban).
4. Use of gas or propane stove or grills when use is prohibited (during extreme fire ban).
5. Abandoning any fire without completely extinguishing it.
6. Allowing a fire to escape from control.

RESOLUTION NO. 83-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE AND THE COUNTY OF MARICOPA, ARIZONA, FOR THE USE AND MANAGEMENT OF GENERAL JOE FOSS SHOOTING COMPLEX AT BUCKEYE HILLS REGIONAL PARK.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 11-952 authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, pursuant to the Recreation and Public Purposes Act of 1926 (the "R&PP"), the United States of America, acting through its Bureau of Land Management (the "BLM"), through a series of land patents, granted to Maricopa County Land Patents 02-70-0043 on December 29, 1969; 02-72-0048 dated January 10, 1972; 02-73-0042 dated December 29, 1972; 02-73-0057 dated April 13, 1973, respectively, for the land currently known as Buckeye Hills Regional Park (the "Park"); and

WHEREAS, the R&PP and related federal regulations (42 CFR Subparts 2740, 2741), and internal BLM policies and procedures, provides facilities or services for the benefit of the public in connection with, but not limited to, public health, safety, or welfare; and

WHEREAS, the County has developed a state-of-the-art shooting facility known as the General Joe Foss Shooting Complex at the Park (the "Complex"); and

WHEREAS, the R&PP provides certain requirements for how the land may be used under the R&PP, such as any revenue collected must be used on the Complex lands to offset the impact to the Complex and create funds to be applied towards Park operations, thus avoiding the appearance of a windfall income or profit since the land was patented at a reduced cost; and

WHEREAS, the County believes the public interest can best be served by the City providing law enforcement training and education and offering public use (the "City's Use") at the Complex; and

WHEREAS, the City of Buckeye ("City") and Maricopa County ("County") have negotiated the terms of an Intergovernmental Agreement for the use and management of General Joe Foss Shooting Complex at Buckeye Hills Regional Park, to take effect as described within that document (the "IGA") and that is the subject of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement ("IGA") between the City of Buckeye and Maricopa County for the use and management of General Joe Foss Shooting Complex at Buckeye Hills Regional Park is hereby approved in substantially similar form as the IGA on file with the City Clerk, and authorizes the following:

As required by A.R.S. §§ 11-952, the Mayor, or his duly authorized agent, may enter into the IGA on behalf of the City, and execute all such other documents, contracts, amendments and agreements with the County as may be necessary to effectuate this IGA.

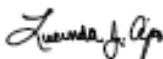
Section 2. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 17th day of December, 2024.



Eric W. Orsborn, Mayor

ATTEST:



Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:



K. Scott McCoy, City Attorney

AZGFD SHPO Consultation

This consultation is required by regulations implementing the State Preservation Act (A.R.S. § 41-861 through 42-864), effective July 24, 1982. It is understood that recipients of state funds are required to comply with this law throughout the project period. The State Historic Preservation Act mandates that all State agencies consider the potential of activities or projects to impact significant cultural resources. Each State agency is required to consult with the State Historic Preservation Officer with regard to those activities or projects that may impact cultural resources.

PROJECT TITLE Joe Foss Shooting Complex Archery Courses

APPLICANT City of Buckeye

Please answer the following questions which provide information on the potential of the project to impact cultural resources:

Does the proposed project have the potential to disturb the surface and/or subsurface of the ground?

 YES X **NO**

Are there any known prehistoric and/or historic archaeological sites within the project area that have the potential to be disturbed by the proposed activity?

 YES X **NO**

Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years or older within the project area that have the potential to be disturbed by the proposed activity?

 YES X **NO**

If you have answered "NO" to all of the above questions, please sign on the line below certifying that the activity or project is in compliance (and will remain in compliance throughout the project period) with the State Historic Preservation Act.

Rob Roach

Authorized Signature/Date

Rob Roach, Grant Program Manager

Printed Name

623-349-6165

Phone Number

If you have answered "YES" to any of the above questions you must complete the "SHPO Information Form" and follow the directions on the back of this certification. Forward copies of all information requested to the Arizona Game and Fish Department. **All original copies should be submitted with the application to the Arizona Game and Fish Department. DO NOT FORWARD THIS FORM TO SHPO!**

SHPO Information Sheet

If you answered yes to question #1 on the SHPO Consultation page, please attach a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected.

- Not applicable.

Identify the total project area acreage involved: Approximately 10 acres

Please comment on the condition of the current ground surface within the entire project boundary area (i.e., is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.). Attach extra sheets if more space is needed.

All walking paths and shooting stations were previously created and graded. All other areas will remain in their natural undisturbed condition.

Has the project area been previously surveyed for cultural resources by a qualified Archaeologist?

Unknown

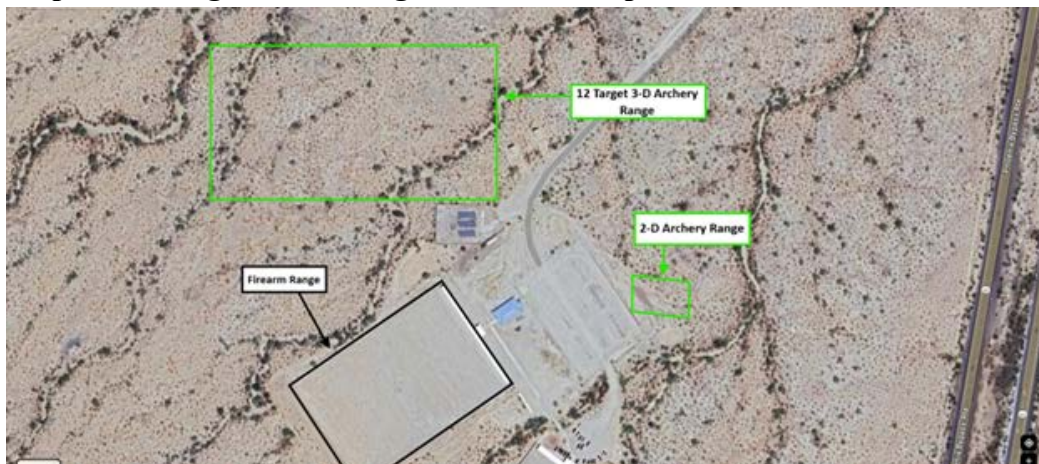
If yes, the applicant must submit a copy of the Archaeologist's report.

Identify the Landowner (Note: if a Federal Agency is involved, they must consult with SHPO pursuant to the National Historic Preservation Act).

Maricopa County

Project location: Maricopa County Assessors Parcel #401-90-011 (Township, Range, Section and quarter/quarters)

Please provide a map identifying the location of the range and proposed project areas. Topo quad maps and Google Earth images are both acceptable.



Arizona Department of Game and Fish FY 2026 Shooting Range Development Grant Program Application –
Enhancements to the Joe Foss Shooting Range - Summary Recap

Project Description:



On January 7th, 2025, the City of Buckeye and Maricopa County entered into an agreement that provides for the management of the Joe Foss Shooting Complex by the City. The City of Buckeye Community Services Department desires to facilitate archery by improving the archery areas to include a 5-lane varying distance two-dimensional target range and a 15-station three-dimensional course, both of which do not currently functionally exist. The proposed project will also address parking access adjacent to the courses, pathways, shooting station enhancements, a pergola, seating areas, picnic tables, signage, and training equipment. The grant request amount is \$75,732, with a City of Buckeye match of \$75,733.

Project Cost



- \$ 151,465 (\$75,732 Reimbursable based on budget).

Required Match



- \$ 75,733

Grant Amount



- \$ 75,732

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 provide the community with a safe, secure, and encouraging facility for all to practice and enjoy archery. This project will create the only publicly available archery course and range within the City of Buckeye. The City of Buckeye anticipates partnerships with local schools such as the Buckeye Union High School as they are an active participant in the National Archery in the Schools Program, which hosts Tournament events. This new facility will allow competitive archers to practice and allow Buckeye to host tournament events. The proposed shade structures and seating areas will encourage spectators to attend tournament events and practices. The proposed project will also support and enhance the City of Buckeye Community Services Department's community programs.

Time Period for the Grant

- FY 2026



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

MEETING DATE: 02/04/25	AGENDA ITEM: 4.H. FIN – FY 2023 Assistance to Firefighters Grant - Regional Grant Award Memorandum of Understanding with the City of Glendale
DATE PREPARED: 01/30/25	DISTRICT NO.:
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 approval, acceptance, and execution of a Memorandum of Understanding (MOU) with the City of Glendale for the participation in the Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Regional Grant Award (Application ID: EMW-2023-FG-06309); and authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Memorandum of Understanding.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye Council previously approved a Memorandum of Understanding and grant award as a subrecipient with the City of Glendale. The grantor is the Department of Homeland Security. However, the City of Buckeye was supplied with the incorrect Memorandum of Understanding. The correct Memorandum of Understanding which is the subject of this consent agenda item supports the training of 19 Buckeye Fire-Medical-Rescue Department firefighting personnel to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The grant covers two years (24 months).

BENEFITS:

The objective is to support Buckeye-Fire-Medical-Rescue Department's firefighting personnel with the most current training programs relating to fire and fire-related hazards. Over two years, the Memorandum of Understanding supports the training of 19 Buckeye firefighting personnel. The trainings will be held in conjunction with neighboring jurisdictions who are also participants of the Memorandum of Understanding. This joint training effort ensures that all participating agencies are held to the same training and operating standards as mutual aid is often rendered between these agencies.

FINANCIAL IMPACT STATEMENT:

The federal grant portion associated with the Memorandum of Understanding is \$188,595.21. There is a 15% match amounting to \$28,289.28 required from Buckeye for this grant, which will be funded from the Fire Department's general fund budget. Any additional firefighting personnel training will come from the Buckeye Fire-Medical-Rescue Department's General Fund account unless additional grant funding opportunities become available, in which the Grants team will pursue.

CURRENT FISCAL YEAR TOTAL COST:

Estimated at \$10,000

BUDGETED:

Yes

FISCAL YEAR:

2026-2028

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 - 2023 AFG MOU with Glendale - Awarded - Updated.docx](#)

[MOU_2024-_FEMA_AFG_Grant_Draft_-FINAL_UPDATED.docx](#)

[AFG_Fund_Distribution_FINAL.xlsx](#)

2023 Assistance to Firefighters Grant - Regional Grant Award Memorandum of Understanding with the City of Glendale Summary Recap

Project Description:



The City of Buckeye Council previously approved a Memorandum of Understanding and grant award as a subrecipient with the City of Glendale. The grantor is the Department of Homeland Security. However, the City of Buckeye was supplied with the incorrect Memorandum of Understanding. The correct Memorandum of Understanding which is the subject of this consent agenda item supports the training of 19 Buckeye Fire-Medical-Rescue Department firefighting personnel to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The grant covers two years (24 months).

Project Cost



- \$ 216,884.49 (\$188,595.21 Reimbursable based on budget).

Required Match



- \$ 28,289.28

Grant Amount



- \$ 188,595.21

Plans Once Grant Expires:

- There is no future action required.



Objectives and Expected Outcomes



- The objective is to support Buckeye-Fire-Medical-Rescue Department's firefighting personnel with the most current training programs relating to fire and fire-related hazards. Over two years, the Memorandum of Understanding supports the training of 19 Buckeye firefighting personnel. The trainings will be held in conjunction with neighboring jurisdictions who are also participants of the Memorandum of Understanding. This joint training effort ensures that all participating agencies are held to the same training and operating standards as mutual aid is often rendered between these agencies.

Time Period for the Grant

- FY 2026 - FY 2028



**MEMORANDUM OF UNDERSTANDING (MOU)
FY 2023 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) REGIONAL GRANT
AWARD**

Application ID: EMW-2023-FG-06309

HOST – CONTRACTUAL AND PERSONNEL COSTS

	Federal Share	Cost Share
CITY OF GLENDALE	\$436,746.81	\$65,512.02 EIN# 86-6000247

PARTNERS – FINANCIAL BREAKDOWN OF PERSONNEL COSTS

	Federal Share	Cost Share
ARIZONA FIRE & MEDICAL AUTHORITY	\$337,486.17	\$50,622.93 EIN# 82-1200347
CITY OF AVONDALE	\$138,964.89	\$20,844.73 EIN# 86-6000233
CITY OF BUCKEYE	\$188,595.21	\$28,289.28 EIN# 86-6000236
DAISY MOUNTAIN FIRE DISTRICT	\$188,595.21	\$28,289.28 EIN# 86-0628446
CITY OF GOODYEAR	\$238,225.53	\$35,733.83 EIN# 86-6000249
CITY OF PEORIA	\$347,412.24	\$52,111.84 EIN# 86-6003634
SUN CITY FIRE DISTRICT	\$119,112.77	\$17,866.92 EIN# 86-0409619
CITY OF SURPRISE	\$307,707.98	\$46,156.20 EIN# 86-6007796
CITY OF TOLLESON	\$49,630.32	\$7,444.55 EIN# 86-6000264

**NUMBER OF STUDENTS/INSTRUCTORS WILL BE UP TO THE NUMBERS BELOW
BASED ON EXPENDITURES AT CURRENT PERSONNEL RATES:**

ARIZONA FIRE & MEDICAL AUTHORITY	34
CITY OF AVONDALE	14
CITY OF BUCKEYE	19
DAISY MOUNTAIN FIRE DISTRICT	19
CITY OF GLENDALE	44
CITY OF GOODYEAR	24
CITY OF PEORIA	35
SUN CITY FIRE DISTRICT	12
CITY OF SURPRISE	31
CITY OF TOLLESON	5
TOTAL STUDENTS/INSTRUCTORS: 237	

HOST will be the City of Glendale Fire Department in accepting the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (“AFG Grant”) on behalf of itself and PARTNERS. The AFG Grant is utilized to implement NFPA 1021, Fire Instructor I and Fire Officer I&II/Leadership for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. The total amount awarded plus the participants 15% match totals \$2,705,348.73 (\$11,414.97 average per firefighter).

As part of the requirement for the AFG Grant, HOST and PARTNER are required to sign all documents being provided by either the HOST Fire Chief or Authorized Representative. HOST and PARTNERS agree to their portion of the **15% match**.

The total approved budget per the grant award is \$2,705,348.73, with \$2,352,477.15 awarded in Federal funding and a required match contribution of non-Federal funds equal to or greater than \$352,871.58. PARTNERS are required to submit a reimbursement request and associated supporting documentation to HOST for submission to FEMA. All PARTNERS will be reimbursed upon FEMA reimbursement to HOST agency.

PARTNER will pay all up front for their personnel costs and submit the required payroll reports to the HOST. The HOST will submit all required documents for FEMA reimbursement

HOST agency will pay all contractual costs up front associated with the student and or instructor. These costs include, but may not be limited to, the per student expense for course materials and testing fee from the Arizona Center for Fire Service Excellence. When a PARTNER submits all necessary payroll paperwork to the HOST for FEMA reimbursement, the HOST will submit for all pre-paid, per student contractual expense for FEMA reimbursement.

When the HOST receives approval and identified reimbursement amounts from FEMA, HOST will reimburse PARTNER.

HOST and PARTNERS acknowledge and agree that all respective activities related to the AFG Grant process and administration shall comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable, and any other requirements set forth under the AFG Grant website at <https://www.fema.gov/welcome-assistance-firefighters-grant-program>.

IN WITNESS WHEREOF, HOST and PARTNERS have executed this MOU as of the dates written below.

CITY OF GLENDALE

Signature (HOST) _____ Date: _____

Authorized Representative

ARIZONA FIRE & MEDICAL AUTHORITY, a subdivision of the State of Arizona

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF AVONDALE

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF BUCKEYE

Signature (PARTNER)

Date: _____

Authorized Representative

DAISY MOUNTAIN FIRE DISTRICT

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF GOODYEAR

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF PEORIA

Signature (PARTNER)

Date: _____

Authorized Representative

SUN CITY FIRE DISTRICT

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF SURPRISE

Signature (PARTNER)

Date: _____

Authorized Representative

CITY OF TOLLESON

Signature (PARTNER)

Date: _____

Authorized Representative

Total Cost of Project		\$ 2,705,348.73							
Total Average per FF		\$ 11,414.97							
Grant Amount	Grant Share	Total Agency Share	Cost Per Student/Instructor Against the Grant Amount for Personnel and Contractual	Agency	Students and/or Instructors	Percentage of Total Students/Instructors Per Agency	Federal Share: 85% of Total Cost for All Agency Students/Instructors	Department Share: 15% of Total Cost for All Agency Students/Instructors	Total Cost
\$ 2,352,477.15 (From FEMA)	0.15	\$ 352,871.57	\$ 9,926.06	Glendale	44	0.19	\$ 436,746.81	\$ 65,512.02	\$ 502,258.83
				AFMA	34	0.14	\$ 337,486.17	\$ 50,622.93	\$ 388,109.10
				Avondale	14	0.06	\$ 138,964.89	\$ 20,844.73	\$ 159,809.63
				Buckeye	19	0.08	\$ 188,595.21	\$ 28,289.28	\$ 216,884.50
				Daisy Mountain	19	0.08	\$ 188,595.21	\$ 28,289.28	\$ 216,884.50
				Goodyear	24	0.10	\$ 238,225.53	\$ 35,733.83	\$ 273,959.36
				Peoria	35	0.15	\$ 347,412.24	\$ 52,111.84	\$ 399,524.07
				Sun City	12	0.05	\$ 119,112.77	\$ 17,866.92	\$ 136,979.68
				Surprise	31	0.13	\$ 307,707.98	\$ 46,156.20	\$ 353,864.18
				Tolleson	5	0.02	\$ 49,630.32	\$ 7,444.55	\$ 57,074.87
					237	1.00	\$ 2,352,477.15	\$ 352,871.57	\$ 2,705,348.72

		Total Agency Match PERSONNEL	Cost Per Student/Instructor Against the Grant PERSONNEL	Agency	Students and/or Instructors	Percentage of Total Students/Instructors Per Agency	Federal Share: 85% of Total Cost for All Agency Students/Instructors	Department Share: 15% of Total Cost for All Agency Students/Instructors	Total Cost
\$	2,167,031.13 (From FEMA)	\$ 325,054.67	\$ 9,143.59	Glendale	44	0.19	\$ 402,318.02	\$ 60,347.70	\$ 462,665.72
				AFMA	34	0.14	\$ 310,882.10	\$ 46,632.32	\$ 357,514.42
				Avondale	14	0.06	\$ 128,010.28	\$ 19,201.54	\$ 147,211.82
				Buckeye	19	0.08	\$ 173,728.23	\$ 26,059.24	\$ 199,787.47
				Daisy Mountain	19	0.08	\$ 173,728.23	\$ 26,059.24	\$ 199,787.47
				Goodyear	24	0.10	\$ 219,446.19	\$ 32,916.93	\$ 252,363.12
				Peoria	35	0.15	\$ 320,025.69	\$ 48,003.85	\$ 368,029.55
				Sun City	12	0.05	\$ 109,723.10	\$ 16,458.46	\$ 126,181.56
				Surprise	31	0.13	\$ 283,451.33	\$ 42,517.70	\$ 325,969.03
				Tolleson	5	0.02	\$ 45,717.96	\$ 6,857.69	\$ 52,575.65
					237	1.00	\$ 2,167,031.13	\$ 325,054.67	\$ 2,492,085.80

		Total Agency Match CONTRACTUAL	Cost Per Student/Instructor Against the Grant CONTRACTUAL	Agency	Students and/or Instructors	Percentage of Total Students/Instructors Per Agency	Federal Share: 85% of Total Cost for All Agency Students/Instructors	Department Share: 15% of Total Cost for All Agency Students/Instructors	Total Cost
\$	185,446.02 (From FEMA)	\$ 27,816.90	\$ 782.47	Glendale	44	0.19	\$ 34,428.80	\$ 5,164.32	\$ 39,593.12
				AFMA	34	0.14	\$ 26,604.07	\$ 3,990.61	\$ 30,594.68
				Avondale	14	0.06	\$ 10,954.62	\$ 1,643.19	\$ 12,597.81
				Buckeye	19	0.08	\$ 14,866.98	\$ 2,230.05	\$ 17,097.03
				Daisy Mountain	19	0.08	\$ 14,866.98	\$ 2,230.05	\$ 17,097.03
				Goodyear	24	0.10	\$ 18,779.34	\$ 2,816.90	\$ 21,596.25
				Peoria	35	0.15	\$ 27,386.54	\$ 4,107.98	\$ 31,494.52
				Sun City	12	0.05	\$ 9,389.67	\$ 1,408.45	\$ 10,798.12
				Surprise	31	0.13	\$ 24,256.65	\$ 3,638.50	\$ 27,895.15
				Tolleson	5	0.02	\$ 3,912.36	\$ 586.85	\$ 4,499.22
					237	1.00	\$ 185,446.02	\$ 27,816.90	\$ 213,262.92



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 4.I. CC - Approval of Minutes
DATE PREPARED: 01/30/25	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 January 7, 2025 Council Workshop Minutes and January 7, 2025 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the January 7, 2025 Council Workshop Minutes and January 7, 2025 Regular Council Meeting Minutes.

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

FINANCIAL IMPACT STATEMENT:

No Financial Impact

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

ATTACHMENTS:

[01.07.2025 Council Workshop Minutes.pdf](#)

[01.07.2025 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
COUNCIL WORKSHOP
JANUARY 7, 2025
MINUTES**

**City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326**

IMMEDIATELY FOLLOWING THE COUNCIL SPECIAL MEETING AND EXECUTIVE SESSION

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:38 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, 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, Community Services Director Miranda Gomez, Aviation Director Scott Gray, and Communications and Intergovernmental Affairs Director Annie DeChance.

2. Workshop Items

2.A Presentation and discussion regarding the reassessment of Development Services process improvement efforts from the contracted consultant firm, Beckway LLC.

Staff Liaisons: Mel Gibson, Assistant to the City Manager and Jaime Jayme, Continuous Improvement Manager

Ms. Gibson opened the presentation, summarized process improvement efforts, and introduced Lisa Custer of Beckway LLC. Over the past three years, the organization has made significant progress, evolving into a team that owns its direction and embraces continuous improvement. Early efforts focused on foundational changes, such as improving development processes and fostering collaboration, with innovative ideas now flowing freely. Tools like the ideation platform connect changes to city values, fostering a shared sense of purpose among employees. The organization has also aligned its internal operations and community engagement, earning trust from developers and stakeholders who now see it as a valuable partner. Conversations with employees revealed pride and commitment, signaling a shift from milestone-driven work to a culture of sustained progress. With a solid foundation in place, the team is poised to explore limitless possibilities for future growth. The organization has made significant progress through value stream mapping, optimizing workflows, documenting processes, and implementing checklists supported by technology. Unlike many who rely on tech first, the focus here was on streamlining processes, which has saved 2,780 hours annually - equivalent to 1.4 full-time employees. This efficiency highlights the impact of a thoughtful, process-first approach. Mr. Roderique presented statements regarding the improvement process. The organization has achieved impressive results, including saving \$1 million and 1.5 full-time employees' worth of work, with exponential growth expected in the coming years. More importantly, customer feedback has

transformed from complaints to consistent praise, reflecting the significant and positive changes made in a short time.

3. Adjournment.

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:30 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 January 7, 2025. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JANUARY 7, 2025
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
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 6:03 p.m.; Rick Wiles of First Southern Baptist Church led the invocation; Councilmember HagEstad led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember HagEstad, Councilmember Hess, Councilmember Guy, Councilmember Goodman (via conference call; excused at 6:36 p.m.), 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, 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 Interim Public Works Director Amy Murray.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

Item 5.C was taken out of order and heard before the Consent Agenda.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Item 5.C was taken out of order and heard before the Consent Agenda.

A non-speaker comment form was submitted by Becky Gervais regarding Item *4.D and was read into the record by Mayor Orsborn; staff was asked to follow-up with Becky Gervais.

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 HagEstad 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, and *4.R. Motion passed unanimously.

- *4.A Council to take action on the Professional Services Agreement (Contract No. 2025173) between the City of Buckeye, an Arizona municipal corporation, and GH1, LLC, an Arizona limited liability company, for airport modular hangar management services; to authorize the City Manager to execute and deliver the Professional Services Agreement (PSA); 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 PSA.**
Staff Liaison: Scott Gray, Aviation Director

Council approved the Professional Services Agreement (Contract No. 2025173) between the City of Buckeye, an Arizona municipal corporation, and GH1, LLC, an Arizona limited liability company, for airport modular hangar management services; to authorize the City Manager to execute and deliver the Professional Services Agreement (PSA); 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 PSA.

- *4.B Council to take action on Change Order No. 1 to the Addendum to OpenGov Master Services Agreement (Contract No. 2025232) between the City of Buckeye, an Arizona municipal corporation, and OpenGov Inc., a Delaware corporation; to authorize the City Manager to execute and deliver the Change Order; 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 Change Order.**
Staff Liaison: Amy Murray, Interim Public Works Director

Council approved Change Order No. 1 to the Addendum to OpenGov Master Services Agreement (Contract No. 2025232) between the City of Buckeye, an Arizona municipal corporation, and OpenGov Inc., a Delaware corporation; to authorize the City Manager to execute and deliver the Change Order; 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 Change Order.

- *4.C Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025230) between the City of Buckeye, an Arizona municipal corporation, and Hughes Fire Equipment, Inc., an Oregon corporation, for the purchase of fire apparatus and related vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Amy Murray, Interim Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025230) between the City of Buckeye, an Arizona municipal corporation, and Hughes Fire Equipment, Inc., an Oregon corporation, for the purchase of fire apparatus and related vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

- *4.D Council to take action on Delivery Orders to Job Order Contracts (JOC) for Fiscal Year 2025 Pavement Preservation, between the City of Buckeye, an Arizona municipal corporation, and the following contractors: (i) M.R. Tanner Development and Construction LLC, an Arizona limited liability company (JOC No. 2025081); (ii) Sunland Asphalt & Construction, LLC, a Delaware Delivery Orders on behalf of the City of Buckeye; 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 Delivery Orders.**

Staff Liaison: Amy Murray, Interim Public Works Director

Council approved Delivery Orders to Job Order Contracts (JOC) for Fiscal Year 2025 Pavement Preservation, between the City of Buckeye, an Arizona municipal corporation, and the following contractors: (i) M.R. Tanner Development and Construction LLC, an Arizona limited liability company (JOC No. 2025081); (ii) Sunland Asphalt & Construction, LLC, a Delaware Delivery Orders on behalf of the City of Buckeye; 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 Delivery Orders.

***4.E Council to take action on the transfer of funds from the Budget Authority Fund Contingency to the Development Services Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.**

Staff Liaison: Brian Craig, Development Services Director

Council approved the transfer of funds from the Budget Authority Fund Contingency to the Development Services Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.

***4.F Council to take action on a replat titled "Floreo at Teravalis – Parcel 30, Parcel 31 and Parcel 36" located at the northwest corner of Teravalis Parkway and Sun Valley Parkway.**

Staff Liaison: Jennifer Roseman, Planner II

Council approved a replat titled "Floreo at Teravalis – Parcel 30, Parcel 31 and Parcel 36" located at the northwest corner of Teravalis Parkway and Sun Valley Parkway.

***4.G Council to take action on a Minor Subdivision titled "Sunrise Commerce Center" on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road.**

Staff Liaison: Ken Galica, Planning Manager

Council approved a Minor Subdivision titled "Sunrise Commerce Center" on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road.

***4.H Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025263) between the City of Buckeye, an Arizona municipal corporation, and DBA Construction, Inc., an Arizona corporation, related to Capital Improvement Project (CIP) No. 105660, Rooks Road Lateral 18; to authorize the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye; 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 CCPA.**

Staff Liaison: James Zwerg, CIP Project Manager

Council approved the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025263) between the City of Buckeye, an Arizona municipal corporation, and DBA Construction, Inc., an Arizona corporation, related to Capital Improvement Project (CIP) No. 105660, Rooks Road Lateral 18; to authorize the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye; 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 CCPA.

***4.I Council to take action on the transfer of funds from the General Fund Contingency budget to the Economic Development Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.**

Staff Liaison: Suzie Boyles, Economic Development Director

January 7, 2025 Regular Council Meeting Minutes

Council approved the transfer of funds from the General Fund Contingency budget to the Economic Development Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.

- *4.J Council to take action on the Cooperative Contract Purchasing Addendum (CCPA) (Contract No. 2025269) between the City of Buckeye and U.S. Bank National Association for the provision of commercial card services; and authorizing the City Manager to execute and deliver said CCPA as well as any future change orders on an annual basis contingent on using department budgets and appropriations, and on future cooperative purchasing contract term extensions on behalf of the City of Buckeye.**
Staff Liaison: Nick Perrera, Procurement Manager

Council approved the Cooperative Contract Purchasing Addendum (CCPA) (Contract No. 2025269) between the City of Buckeye and U.S. Bank National Association for the provision of commercial card services; and authorizing the City Manager to execute and deliver said CCPA as well as any future change orders on an annual basis contingent on using department budgets and appropriations, and on future cooperative purchasing contract term extensions on behalf of the City of Buckeye.

- *4.K Council to take action to accept and approve a Grant Award to participate in the 2024 Assistance to Firefighters Grant Award (EMW-2023-FG-06309) training to protect the health and safety of firefighting personnel and the public against fire and fire-related hazards through firefighter personnel trainings; 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 approval of a Grant Award to participate in the 2024 Assistance to Firefighters Grant Award (EMW-2023-FG-06309) training to protect the health and safety of firefighting personnel and the public against fire and fire-related hazards through firefighter personnel trainings; 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.L Council to take action on Ordinance No. 02-25 amending the Buckeye City Code by amending Chapter 10, Miscellaneous Offense Regulations, Article 10-2, General Offenses, Officers in General, Section 10-1-2, Disturbing and Unnecessary Noise Prohibited, to insert "Fireworks" as Subsection 12; Chapter 10, Miscellaneous Offense Regulations, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, to delete Subsection B.6., D.4., and E.3.; and providing for repeal of conflicting ordinances; and provide for severability.**
Staff Liaison: Robert Sanders, Chief of Police

Council adopted Ordinance No. 02-25 amending the Buckeye City Code by amending Chapter 10, Miscellaneous Offense Regulations, Article 10-2, General Offenses, Officers in General, Section 10-1-2, Disturbing and Unnecessary Noise Prohibited, to insert "Fireworks" as Subsection 12; Chapter 10, Miscellaneous Offense Regulations, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, to delete Subsection B.6., D.4., and E.3.; and providing for repeal of conflicting ordinances; and provide for severability.

- *4.M Council to take action on the Professional Services Agreement (Contract No. 2025220) between the City of Buckeye, an Arizona municipal corporation, and Reliable Water Solutions, LLC, a California limited liability company, for required maintenance, training, calibration, process control, and reporting of laboratory equipment and flow**

measurement meters within the City of Buckeye's wastewater facilities; and to authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Professional Services Agreement (Contract No. 2025220) between the City of Buckeye, an Arizona municipal corporation, and Reliable Water Solutions, LLC, a California limited liability company, for required maintenance, training, calibration, process control, and reporting of laboratory equipment and flow measurement meters within the City of Buckeye's wastewater facilities; and to authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

- *4.N Council to take action on the Intergovernmental Agreement (IGA) for Irrigation Water between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Water Conservation and Drainage District (BWCDD), a political subdivision of the state of Arizona; to authorize the Mayor to execute and deliver said IGA; 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: Terry Lowe, Water Resources Director

Council approved the Intergovernmental Agreement (IGA) for Irrigation Water between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Water Conservation and Drainage District (BWCDD), a political subdivision of the state of Arizona; to authorize the Mayor to execute and deliver said IGA; 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.O Council to take action on Task Order No. 25 of the On-Call Consulting for Engineering and Architectural Services Contract (No.2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn Associates, Inc., a North Carolina corporation, relating to the roadway intersection improvements for Capital Improvement Project (CIP) No. 100630, Durango Street, Miller Road to Yuma Road project; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**

Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager

Council approved Task Order No. 25 of the On-Call Consulting for Engineering and Architectural Services Contract (No.2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn Associates, Inc., a North Carolina corporation, relating to the roadway intersection improvements for Capital Improvement Project (CIP) No. 100630, Durango Street, Miller Road to Yuma Road project; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

- *4.P Council to take action on the Settlement Agreement between the City of Buckeye and Zachary Thompson; and authorize the City Manager to execute and deliver the Settlement Agreement on behalf of the City of Buckeye.**

Staff Liaison: Scott McCoy, City Attorney

Council approved the Settlement Agreement between the City of Buckeye and Zachary Thompson; and authorize the City Manager to execute and deliver the Settlement Agreement on behalf of the City of Buckeye.

- *4.Q Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 315402) for Tacos Barbon, located at 343 East Monroe Avenue in Buckeye.**

Staff Liaison: Lucinda Aja, City Clerk

Council approved the request for a new Series 12 Restaurant Liquor License (Application No. 315402) for Tacos Barbon, located at 343 East Monroe Avenue in Buckeye.

- *4.R Council to take action on the October 15, 2024 Regular Council Meeting Minutes, November 5, 2024 Regular Council Meeting Minutes, November 19, 2024 Council Workshop Minutes, November 19, 2024 Regular Council Meeting Minutes, and December 17, 2024 Special Council Meeting and Council Executive Session Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the October 15, 2024 Regular Council Meeting Minutes, November 5, 2024 Regular Council Meeting Minutes, November 19, 2024 Council Workshop Minutes, November 19, 2024 Regular Council Meeting Minutes, and December 17, 2024 Special Council Meeting and Council Executive Session Minutes.

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

- 5.A Council to hold a public hearing only on the proposed development impact fees and the City's intent to adopt the proposed development fees.**
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented information regarding the proposed development impact fees. Over a 13-month process beginning in October 2023, extensive stakeholder and developer engagement shaped the proposed development impact fees. The team incorporated feedback into their report and adjusted fees accordingly, reducing initial proposals by nearly \$10,000 while still reflecting a 50.3 percent increase due to rising infrastructure and material costs. The proposal introduces changes like basing residential fees on dwelling units instead of meter size and aligning fees with actual water and wastewater demand. Comparisons with other cities show the proposed fees are within the upper 10-15 percent range, with final approval pending in upcoming council meetings. Based on Mayor Orsborn's questions, Mr. Kauppi provided clarification regarding proposed impact fees in different areas of the City. The proposed impact fees apply only to new developments, not existing residents, who will not see any fee increases. Fees for water and wastewater have shifted from being based on meter size to a per-unit calculation, resulting in higher costs due to updated methods that estimate usage per unit. Developers can submit reports to potentially reduce fees based on lower projected water usage. The final adoption of these fees is scheduled for February 18, 2025 with implementation 75 days later. Mayor Orsborn opened a public hearing at 6:24 p.m. to hear citizen input regarding the proposed development impact fees. There being no comment, Mayor Orsborn closed the public hearing at 6:24 p.m. Based on questions from Vice Mayor Heustis, Mr. Kauppi clarified the street impact fees are increasing from \$300 to \$1,597 due to the addition of an arterial component. Previously, the fee only included a right-of-way calculation, but going forward, it will include both right-of-way and arterial components. Based on questions from Councilmember Youngker, Mr. Kauppi confirmed the last time impact fees were adopted was five years ago.

- 5.B Council to take action on the City of Buckeye 2025 Legislative Priorities.**
Staff Liaison: John Raeder, Intergovernmental Relations Deputy Director

Mr. Raeder presented information regarding the proposed City of Buckeye 2025 Legislative Priorities. These priorities guide the city's stance on legislation and focus on issues such as water, housing, transportation, and local governance. Significant legislative successes from last year included efforts on water bills, while challenges included delays in the I-10 widening project and contentious debates on abortion, immigration, and the budget. The city is preparing for another busy session, with anticipated legislation on water management, housing initiatives, and budget restoration efforts. Preserving local decision-making authority remains a key priority. The City's 2025 legislative priorities

focus on securing funding for infrastructure projects, including highways, the municipal airport, and housing initiatives. They emphasize local authority over transportation, zoning, and public safety while supporting policies for attainable housing, business growth, and redevelopment. Key goals include advocating for Luke Air Force Base protection, pursuing federal funding for city infrastructure, and updating air quality standards to address local challenges. The City aims to work collaboratively at all levels of government to advance these priorities effectively. Based on questions from Vice Mayor Heustis, Mr. Raeder clarified the City successfully secured an \$8 million congressional *earmark* for signal improvements at Southern Road along SR 85, thanks to council support and advocacy with congressional leaders. Efforts continue to ensure this funding remains in the budget during ongoing negotiations. A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to approve the City of Buckeye 2025 Legislative Priorities. Motion passed unanimously.

5.C Council to take action on Resolution No. 01-25 adopting fees for solid waste services pursuant to A.R.S. § 499.15 and City of Buckeye City Code Section 9-5-4; providing for repeal of conflicting resolutions; and providing for severability.

Staff Liaison: Amy Murray, Deputy Public Works Director

A motion was made by Councilmember HagEstad and seconded by Councilmember Youngker to continue to a date uncertain Council action on Resolution No. 01-25 adopting fees for solid waste services pursuant to A.R.S. § 499.15 and City of Buckeye City Code Section 9-5-4; providing for repeal of conflicting resolutions; and providing for severability. Councilmember Youngker, Councilmember Berry, Councilmember HagEstad, Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn voted aye. Councilmember Goodman voted nay. Motion carried.

6. Comments from the Mayor and Council

Mayor Orsborn: presented statements and information regarding increased activity at the City's Municipal Airport

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

Mr. Cotterman presented a summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:53 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

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

Lucinda J. Aja, City Clerk

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

MEETING DATE: 02/04/25	AGENDA ITEM: 5.A. DS - PH - 195th Ave Properties Annexation
DATE PREPARED: 01/30/25	DISTRICT NO.: 5
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	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 hold a public hearing only regarding a Blank Annexation Petition requesting to annex one parcel of land, totaling approximately 3.7 acres from Maricopa County to the City of Buckeye, located at 600 North Jackrabbit Trail approximately 1,107 feet from the southwest corner of Roosevelt Street and Jackrabbit Trail, Application No. PLZM-24-0087.

SUMMARY

PROJECT DESCRIPTION:

The site is approximately 3.7 acres and located at 600 N. Jackrabbit Trail approximately 1,107 feet from the southwest corner of Roosevelt Street and Jackrabbit Trail. The parcel is currently zoned IND-2, a Maricopa County Light Industrial zoning district. Upon annexation, the parcel will be classified as I-1, Light Industrial, the Buckeye zoning district which is most equivalent to County zoning district. The General Plan Land Use designation in this area is Business Commerce. The property is developed with an enclosed facility used for the manufacturing of wood wall paneling. The proposed annexation will allow a proposed expansion of the existing facility, in compliance with all applicable development standards, to be permitted through the City of Buckeye.

This annexation meets the requirements as outlined in A.R.S. Section 9- 471. Annexations require consideration at two City Council public hearings. This initial meeting is for the purpose of holding a public hearing to allow stakeholders the opportunity to comment on the request. The proposed annexation is anticipated to return to the Council on March 4, 2025, for consideration of approval by ordinance.

BENEFITS:

The annexation will bring additional developable land within the City of Buckeye limits.

FUTURE ACTION:

City Council will hold a public hearing and may consider approval of the annexation ordinance on March 4, 2025.

FINANCIAL IMPACT STATEMENT:

See note below

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.

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

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

ATTACHMENTS:

[PLZM-24-0087_195th Ave Properties Annexation Staff_Report_-_CC20250204.docx](#)

[Vicinity Map_PLZM-24-0087.pdf](#)

[Blank Petition/Legal/Map Exhibit 006036-6-1-1--RECORDED.pdf](#)

[Narrative PLZM-24-0087 195TH AVE PROPERTIES ANNEXATION](#)

[PLZM-23-0087 - 195th Ave Properties Annexation - PowerPoint - CC1 2.4.2025.pptx](#)



ANNEXATION

Report to the Mayor and City Council

CASE NUMBER: PLZM-24-0087
TITLE: 195th Avenue Properties Annexation
MEETING DATE: February 4, 2024

Applicant/Owner: Thomas G. Hunt, Hunt Architects, Inc., on behalf of property owner
TWC-Jackrabbit Trail Properties LLC

Request: Annexation

District: 5

Location: Approximately 1,107 feet south of the southwest corner of
Jackrabbit Trail and Roosevelt Street

Site size: Approximately 3.63 acres

Density: Not applicable

Public input: No comments have been received to date

Recommendation: Public Hearing only

PROJECT DESCRIPTION:

1. Thomas G. Hunt, Hunt Architects Inc., on behalf of property owner TWC-Jackrabbit Trail Properties LLC, is requesting annexation of one parcel of land totaling 3.63 acres located approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street. The proposed annexation does not include adjacent right-of-way as the right-of-way was annexed by prior Council action.
2. The blank petition for the proposed annexation was recorded on January 6, 2025 (see attachment). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. Holding the public hearing for this annexation on February 4, 2025, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on or after March 4, 2025.

AREA CONTEXT:

3. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Enclosed Light Manufacturing	Business Commerce	Maricopa County IND-2 (Light Industrial)
North	Heavy Equipment Rental	Business Commerce	Maricopa County Light Industrial (IND-2)
East of Jackrabbit Trail	Building Material Sales, Rural Residential	Business Commerce	Maricopa County Light Industrial (IND-2) and Rural -43
South	Vacant/Undeveloped	Business Commerce	Commercial Center (CC)
West	Flood Control Structure	Employment	Planned Residential

PUBLIC PARTICIPATION SUMMARY:

4. The applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). Due to staff report submittal deadlines, required notices and site postings have not been completed as of January 17, 2025, but are scheduled for completion in advance of the deadlines established by state statute.

5. Table 2: Public Notices:

Notification Element	Date
Published in the West Valley Republic	To be completed on or before January 22, 2025
Site Posted	To be completed on or before January 29, 2025
Mailing Notice to Property Owners Within Annexation Boundary	To be completed on or before January 29, 2025
Mailing Notice to Maricopa County Board of Supervisors	To be completed on or before January 29, 2025

6. No public comment concerning the annexation request has been received to date.

ANALYSIS:

7. The subject property is presently located in the jurisdiction of Maricopa County and zoned Light Industrial (IND-2). Upon adoption of an annexation ordinance, the parcel would be assigned City of Buckeye Light Industrial (I-1) zoning, the district most closely aligned with the property's current County IND-2 zoning designation.
8. The property currently features a General Plan land use designation of Business Commerce, a land use designation intended to develop with regionally servicing commercial and business park uses.
9. The property is developed with an existing building that is home to Wallcon, a company that manufactures wood wall paneling. The existing use would be classified as light manufacturing by the City of Buckeye and would be permitted in the I-1 zoning the property will be assigned upon annexation.
10. The proposed annexation will allow for a proposed expansion of the existing facility to be permitted through the City of Buckeye. The proposed expansion will be required to adhere to all applicable City of Buckeye development and design standards.
11. The expanded facility will be eligible for City services such as police, fire, and sewer, but excluding water, as the site is located within the service area of Arizona Water Company.
12. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.

13. The property is located within the Buckeye Union High School and Liberty Elementary School Districts. The continued use of the property for light manufacturing use should have no impact on either district.
14. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Engineering (Traffic)
 - b. Fire
 - c. Police
 - d. Water Resources
 - e. Development Services, including Planning and Civil Engineering/Survey

RECOMMENDATION:

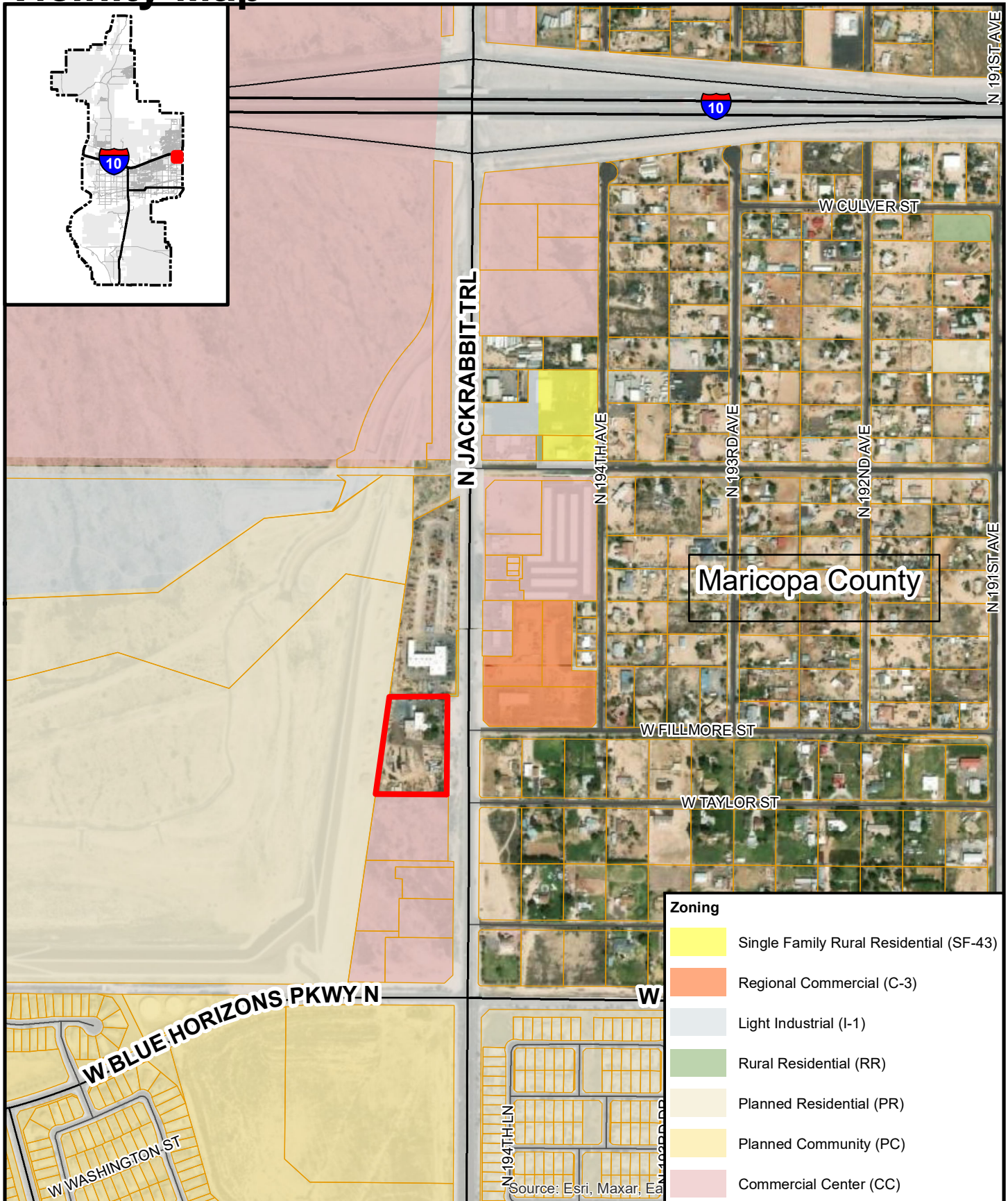
15. City Council should conduct the required public hearing related to the annexation. No additional action is required at the February 4, 2025 meeting.
16. The annexation will return to the City Council for consideration of the annexation Ordinance. Staff will recommend the Mayor and City Council approve the annexation Ordinance for the following reasons:
 - a. Conformance with the Buckeye Development Code; and
 - b. No outstanding issues from reviewing departments.

ATTACHMENTS:

Vicinity Map
Recorded Blank Petition
Annexation Project Narrative

Prepared By:
Ken Galica, Planning Manager

Vicinity Map



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

PLZM-24-0087 195th Ave Properties Annexation Application

0 0.05 0.1 0.2 Miles

Legend

Proposed Annexation



Date: 1/17/2025

Document Name: Vicinity Map PLZM-24-0087

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

006036-6-1-1--
amine

ANNEXATION PETITION (PLZM-24-0087)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(See also attached map as Exhibit "B")

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

DATE	PRINTED NAME OF OWNER	SIGNATURE OF OWNER	BOOK	MAP	PARCEL(S)

Exhibit A

(Intentionally left blank. See following page)

EXHIBIT "A"
TO
CITY OF BUCKEYE
ANNEXATION No. PLZM-24-0087

LEGAL DESCRIPTION:

A portion of the Parcel described in the deed with recording number 2022-0404799, Maricopa County Recorder;

Within the Southeast quarter of Section 5, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Section 5, marked by a found brass cap in a hand hole, from whence the East quarter corner of said Section 5, marked by a found brass cap in a hand hole, bears N 0°22'02" E (Basis of Bearings), a distance of 2645.05 feet;

Thence N 0°22'02" E, 1009.74 feet, along the East line of said Southeast quarter to the Southeast corner of said Parcel;

Thence S 89°57'00" W, 110.00 feet, along the South line of said Parcel, to a point marked by a found 1/2-inch rebar, the True Point of Beginning;

Thence S 89°57'00" W, 355.03 feet, continuing along said South line, to the Southwest corner of said Parcel, marked by a set MAG nail with a washer stamped RLS 60427, set atop a block wall;

Thence N 07°38'00" E, 495.99 feet, along the West line of said Parcel, to the Northwest corner of said Parcel, marked by a found 1/2-inch rebar with cap stamped LS 50618;

Thence N 89°57'00" E, 288.72 feet, along the North line of said Parcel, to a point marked by a found 1/2-inch rebar;

Thence S 00°02'00" E, 491.48 feet along a line 110.00 feet West of and parallel with the East line of said Section 5, to the True Point of Beginning;

Containing 158,234 square feet (3.633 acres) more or less.

END OF LEGAL DESCRIPTION

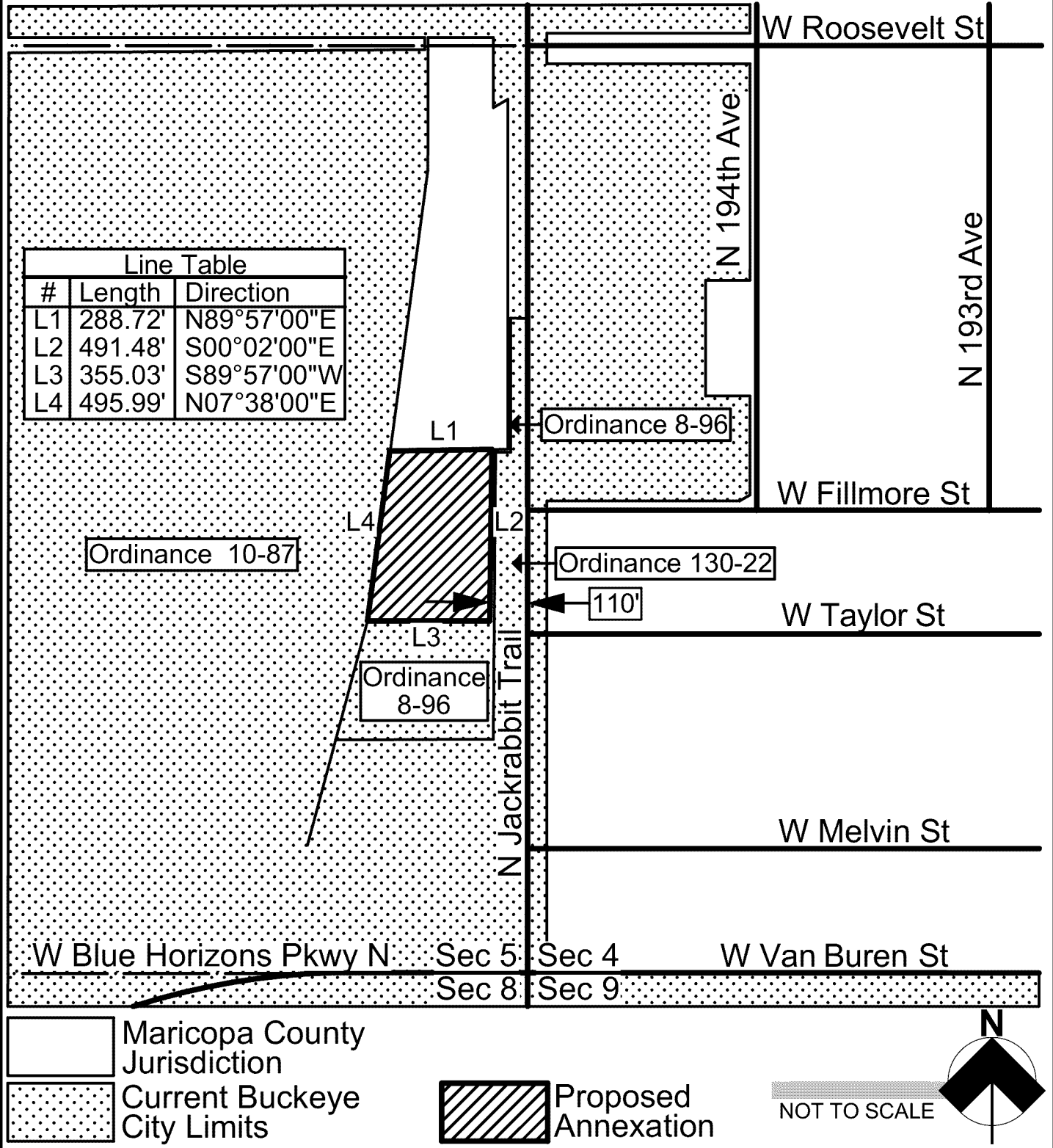
Exhibit B

(Intentionally left blank. See following page)

CITY OF BUCKEYE EXHIBIT "B"

TO ANNEXATION No. PLZM-24-0087

A PORTION OF SECTION 5, T1N, R2W
of the Gila and Salt River Base and Meridian
Maricopa County, Arizona



ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
 County of Maricopa)

Andrea Marquez, regarding Case No. **PLZM-24-0087** upon oath, deposes and says:

1. I am a Planner, of the Development Services Department of the City of Buckeye. I make this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

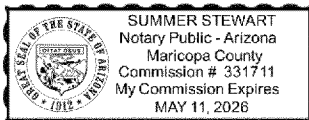
FURTHER YOUR AFFIANT SAYETH NOT.

Andrea Marquez



(PLANNER)

SUBSCRIBED AND SWORN to before me this 24th day of December, 2024 by Andrea Marquez.



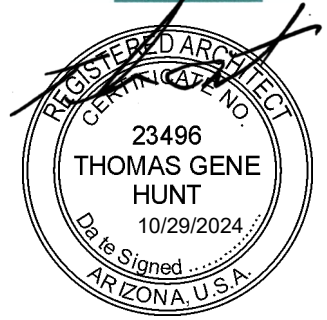
Online Notary Public. Notarization
 facilitated by SIGNIX®

Summer Stewart



Notary Public

My Commission Expires: May 11, 2026



Project Narrative

Date: October 29, 2024

Project: 195th Avenue Properties Annexation
600 N Jackrabbit Trail, Parcel 502-35-016K
Buckeye, Arizona 85326

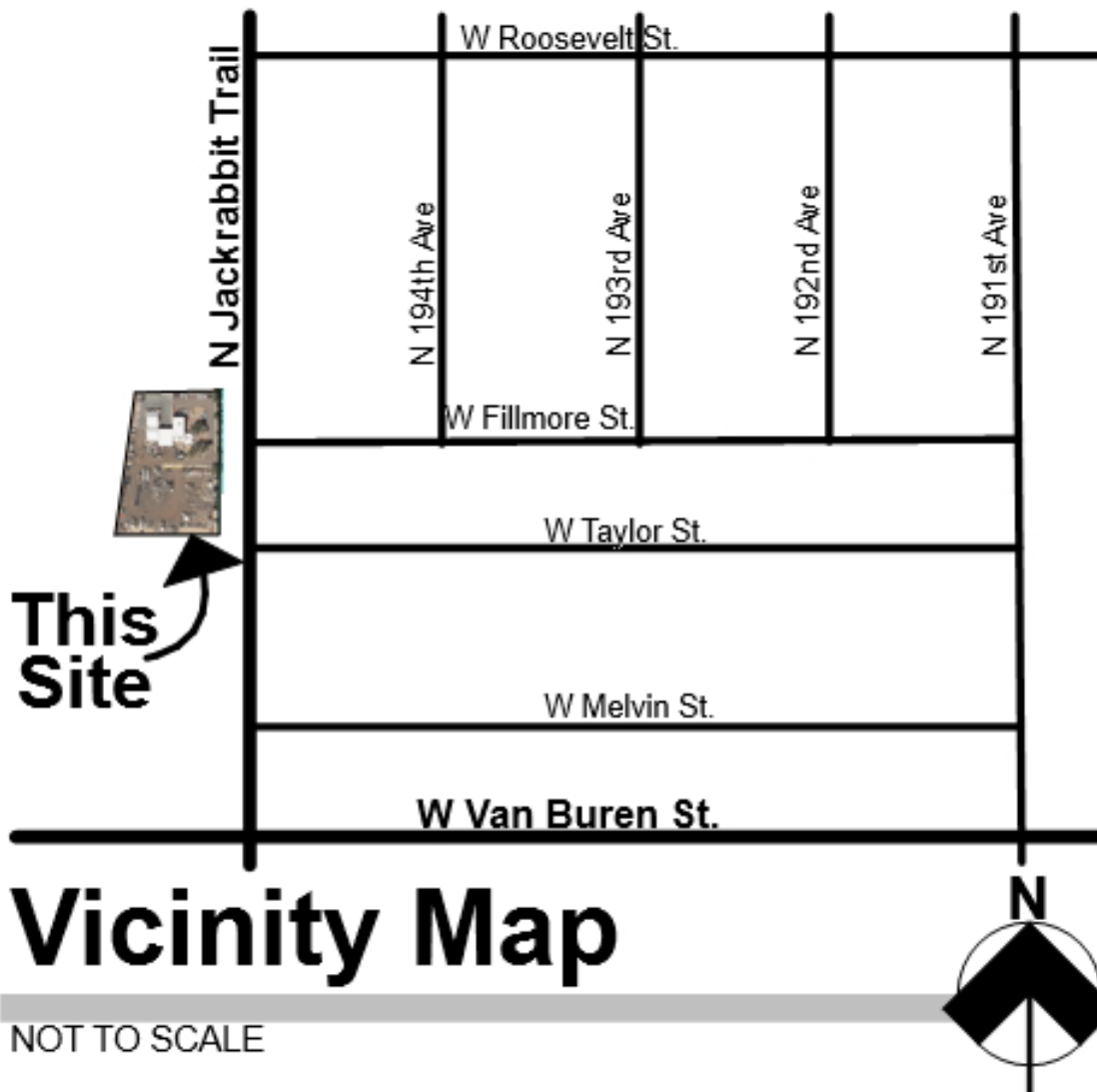
Project #: 24012

Tracking #: PLZM-24-000X

Owner: Scott McDonald, Wallcon
1476 W Harvard Avenue
Gilbert, Arizona 85233

Revision:

Exist Zoning # IND-2 (Maricopa County)



Purpose of Request

This application is for annexing of this parcel into the City of Buckeye jurisdiction with a zoning designation of I-1 (light industrial). The parcel is currently within the jurisdiction of Maricopa County, Arizona and has a zoning designation of IND-2 (industrial).

2236 E. Mariposa Grande
Phoenix AZ 85024
Voice: 602 953 4822
Mobile: 602 320 2002
Fax: 602 923 0609
Email: huntarch@cox.net

Land Information

The area of the site to be annexed is a relatively flat parcel of 159,306 square feet (3.7 acres). It is fully developed, with landscaping, paved driveways and parking areas and large open company vehicle parking areas on the North and South areas of the site. These vehicle parking areas are surrounded on all sides by a six foot high masonry screen wall and gated entrances.

The City of Buckeye has previously annexed the East ten feet of the original parcel, creating a narrow strip of land along and adjacent to the Jackrabbit Trail right-of-way that required a separate parcel number and which included a zoning overlay of RR (rural). The property owner assumes that upon annexation of the entire property to the City of Buckeye, the need for the two separate parcels would be dissolved and a new, single parcel number assigned to the property with a common zoning overlay of I-1 (light industrial).

A two story industrial building, constructed in 1985, occupies a portion of the Northern on-half of the site. It consists of 8,000 square feet of industrial area on the ground floor and 2,000 square feet of office space on a second floor. The exterior of the building and site screen walls consist of 4" courses of masonry topped with a 12" high soldier course of similar material. All masonry is finished with a natural desert tan color, very similar to the color of the native soils on the site. The general classification of the building design is "contemporary". The photo below is taken from the Jackrabbit Trail right-of-way.



The building is currently used for the manufacturing of wood wall panels used in construction.

The owner has permitted a new masonry screen wall to enclose the property along the street right-of-way with new gates and driveways serving the site. Future plans call for replacement of some of the existing asphalt and concrete pavement with new concrete pavement, changing of vehicle parking stall locations and addition of a shade structure on the West side of the site, behind the building as viewed above. These proposed new features are shown on the site plan included with this application.

Both the current site conditions and planned alterations preserve well over the required 10% minimum site area dedicated to landscape use.

Relationship to Surrounding Properties

The facility is used for the manufacturing of pre-fabricated wood building wall panels. All cutting of wood and assembly is performed within the building. Raw materials are stored both inside and under cover in exterior areas. There are no openings from the production area facing East, helping to shield the residential and PD zoning East of the site from manufacturing noises. Traffic noise along Jackrabbit Trail is very likely to exceed the volume of noise generated from the air-powered nail guns and wood saws used inside the panel plant.

Property bordering the site to the North is currently under Maricopa County jurisdiction and is zoned IND-2. That property supports an industrial facility similar in scope to the existing conditions on the subject parcel. Essentially, like uses.

The East side of the site is bordered by North Jackrabbit Trail which is classified as a major arterial street. The right-of-way width North of W. Fillmore Street totals 170 feet. South of W. Fillmore Street, the right-of-way is 155 feet. The western portion of the right-of-way, measured from the centerline, is 100' wide along the entire length facing the subject parcel. N. Jackrabbit Trail currently consists of two through lanes and a center turn lane.

Two different City of Buckeye zoning districts exist on property located on the East side of N. Jackrabbit Trail. The area North of W. Fillmore Street is zoned PD and is occupied by a church. South of W. Fillmore Street the land is zoned RU-43 and is occupied by a single-family residence. The site is well buffered from these properties due to both the large right-of-way distances and addition of a new 8' high masonry screen wall and opaque access gates along the subject site's East property line which have recently been permitted. The new screen wall will shield street views of the trucks and other vehicles parked on the site as well as provide sound isolation from any manufacturing noises coming from the facility.

The property bordering the South property line is currently vacant. It is in the Buckeye city limits and is zoned PD. This parcel is owned by Quiktrip Corporation, providing the assumption that it is intended to be a future gas station and retail store. This is a compatible neighbor for the site to be annexed.

West of the site the area is owned by the Maricopa County Flood Control District. It is currently vacant. No future development is likely to occur within that area.

Impact to City Services

The site will have a regular flow of trucks delivering raw materials and leaving with finished products. Under the current construction permit, the existing single driveway serving the site will be closed and two new 30 foot wide gated driveways, spaced approximately 360 feet apart, will be added and the existing driveway removed. This provides a good solution for traffic flow to and from the major arterial street.

The operation of the facility requires 10-12 workers and one or two administrative staff. This presents a very low number of daily trips for staff at both AM and PM peak hours. Truck traffic is spread across the work hours, as both material supplies and completed products are hauled in bulk. This significantly reduces congestion during peak travel hours.

Refuse service will be contracted with a private entity, as the City of Buckeye does not provide trash pickup for other than residential customers.

Fire protection is already provided by the City of Buckeye from Verrado Station 703 which is located approximately three driving miles from the site.

The site is with the City of Buckeye Police District D3.

The low number of employees required to operate the existing facility will have negligible impact on local schools or parks. This facility will have a minor impact on employment base growth for the City of Buckeye and surrounding communities.

Preliminary Water and Sewer Demand Summary

The facility production process uses no water and generates no liquid waste in its operations.

Water for the site is currently being provided by the Arizona Water Company. The supply and metering is adequate for the needs of the facility and no changes are required with approval of the annexation.

The building sanitary waste is currently routed to an on-site septic tank and vertical discharge drain field. The recent failure of the drain field requires either its replacement or a connection to the existing City of Buckeye 15" diameter PVC sanitary sewer located near the West public street pavement edge in the N. Jackrabbit Trail right-of-way. Adding a connection to the municipal sanitary sewer system is preferred by the property owner for this project.

The building has a total fixture unit load of 15 and an occupant load of 12. Waste flow, rated at 25 gpd per person, produces a total design flow of 300 gpd. A new 6" waste line, with a

minimum slope of 1/8"/ft., connecting to the existing sewer main in the street ROW is currently being engineered by an Arizona licensed civil engineer. Submittal of the design proposal for review and permitting is expected by early November.

Community Facilities and Services

School District: Liberty Elementary School District 25 (Blue Horizon Elementary School serving grades K-8) and Buckeye Union High School District (Estrella Foothills High School).

Police: City of Buckeye Police Department District D3.

Fire: City of Buckeye Fire Department, Verrado Station 303.

Public Utilities and Services

Water: Arizona Water Company currently serves the site.

Sanitary Sewer (currently): Private septic tank and vertical discharge drain field.

Sanitary Sewer (proposed): City of Buckeye municipal services.

Electrical Power: APS currently serves the site.

Natural Gas: Southwest Gas service area (not required for this site).

Cable Television Telephone & Internet Service: Cox Business, CenturyLink.

ISSUED BY:
(Architect)

Thomas Gene Hunt

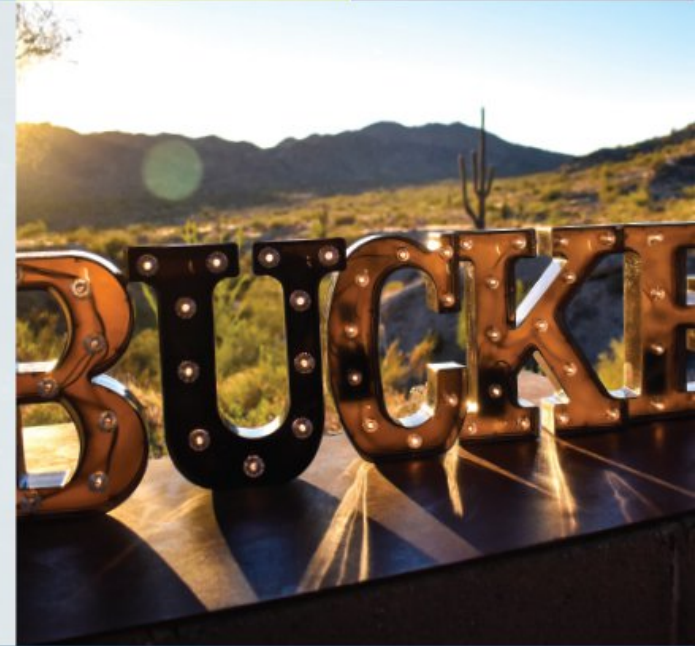
President
Hunt Architects, Inc.

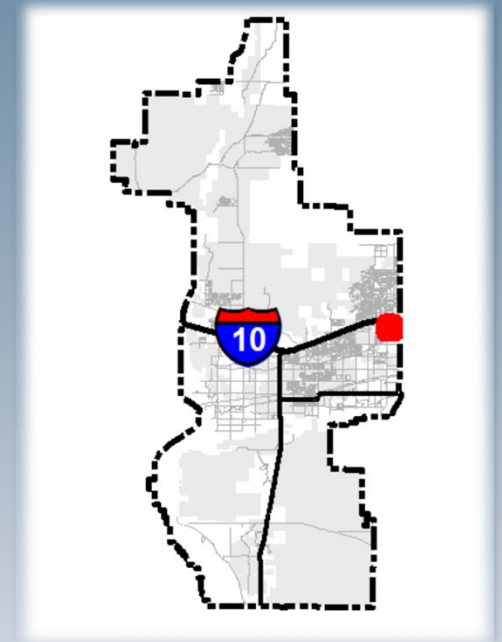
cc: ☐ Owner
☐ Architect
☐ Consultant
☐ Other

195th Avenue Properties Annexation

PLZM-24-0087

Mayor and City Council – February 4, 2025



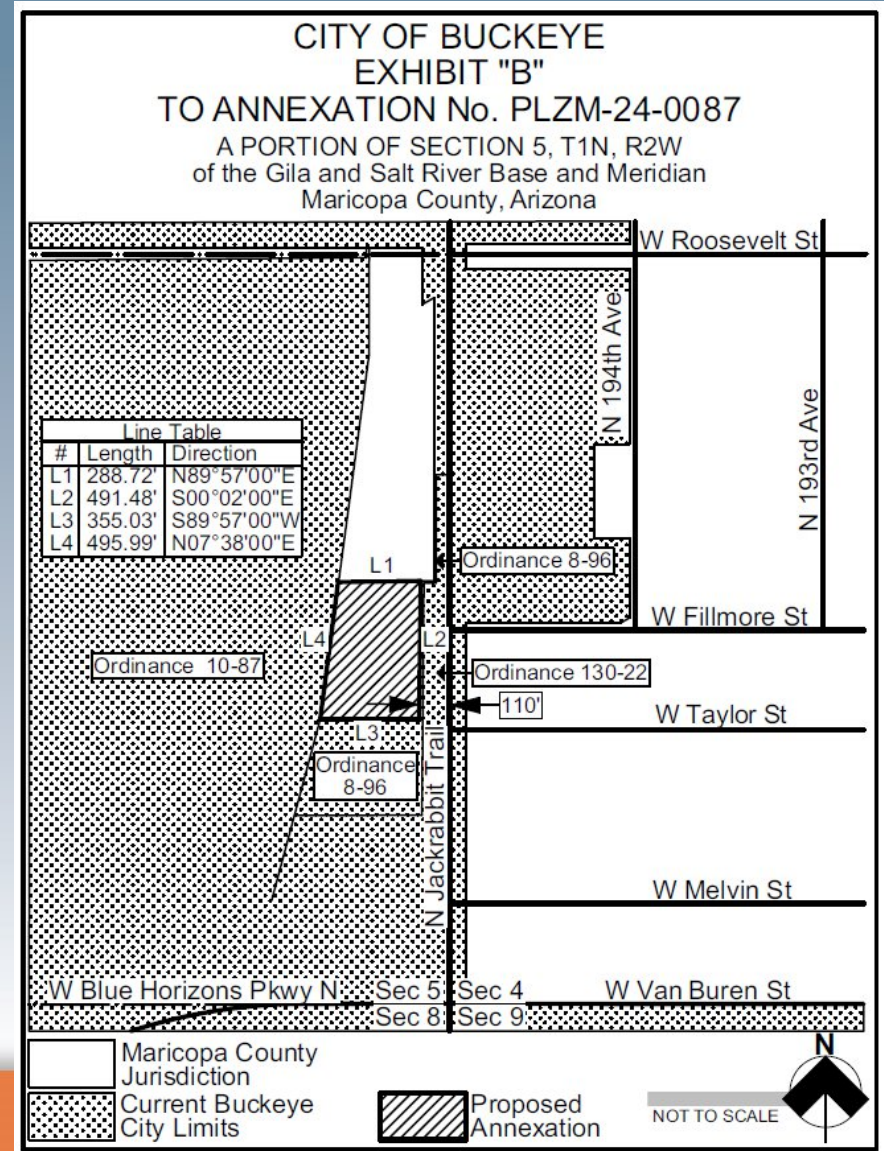




- Existing building and business; facility is used for the manufacturing of pre-fabricated wood building wall panels

- Size: 3.7 acres
- General Plan: Business Commerce
- Current Zoning: Maricopa County IND-2 (Light Industrial)
- Request: Annexation
- Zoning: Light Industrial District (I-1)
- Intent: Future improvements to be permitted through the City for storage expansion.

- The subject site meets all size, dimension, and contiguity requirements established by state statute
- Blank Petition recorded January 6, 2025
- All required notices completed; no public comment specific to the Annexation received to date
- No outstanding issues from reviewing departments



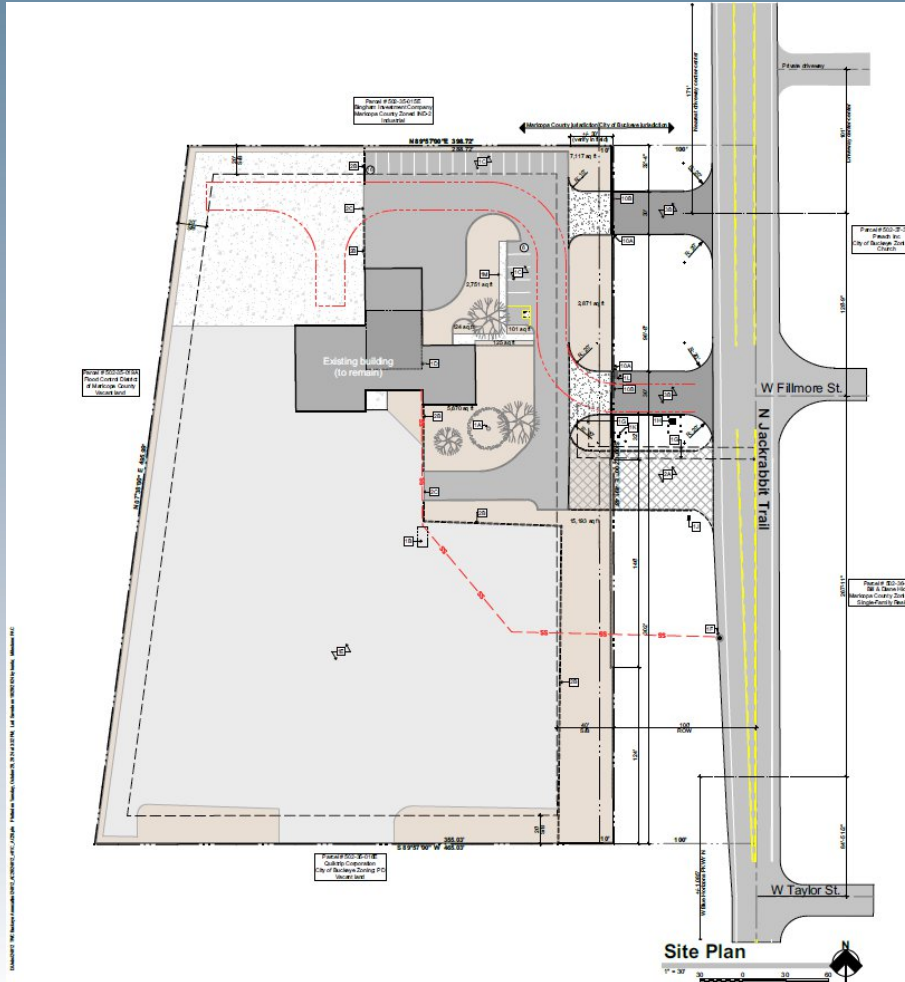
Recommendation:

No Action

Conduct a Public Hearing

Consideration of an Ordinance approving the annexation is scheduled for the March 4, 2025 Council Meeting

Questions?



- Existing 2 story building 10,000 sq. ft
- Building Materials

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 5.B. DS - PH - Southwest Corner of Verrado Way & Yuma Road Annexation
DATE PREPARED: 01/30/25	DISTRICT NO.: 2
STAFF LIAISON: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 640-6093	
DEPARTMENT: Development Services	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 hold a public hearing only regarding a Blank Annexation Petition requesting to annex eight parcels of land and adjacent right-of-way consisting of approximately 167.8 acres from Maricopa County to the City of Buckeye, located at the southwest corner of Verrado Way and Yuma Road, Application No. PLZM-24-0006.

SUMMARY

PROJECT DESCRIPTION:

Jeffrey Blilie, Gilbert Blilie, PLLC, on behalf of property owners, Sunbelt Land Holdings L.P. and City of Buckeye, is requesting annexation (Application PLZM-24-0006) of eight parcels of land with accompanying adjacent right-of-way, totaling approximately 167.8 acres, located at the southwest corner of Verrado Way and Yuma Road. Upon approval, the property would be assigned Single-Family Residential 43 (R1-43), most comparable to the property's existing Maricopa County Rural-43 (RU-43) zoning. There is a concurrent rezoning request under review, which, if approved, would rezone the property to Planned Area Development (PAD) district. A concurrent request for a Minor General Plan Amendment (GPA), to amend the existing Neighborhood land use designation for 45.9 acres along the Verrado Way frontage to Business Commerce to support smaller scale business park uses, has also been submitted.

The applicant intends for the site to develop with a variety of residential, commercial, and business park uses. More information on the land use and development proposal will accompany future hearing materials for the Minor GPA and PAD requests. Additional project details related to the annexation may be found in the attached staff report.

BENEFITS:

Annexation of the property will allow for it to be developed under City standards and policies.

FUTURE ACTION:

The proposed annexation is expected to return to Council for consideration of approval, date to be determined.

FINANCIAL IMPACT STATEMENT:

See Financial Impact Statement (Planning Items) below.

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:

[PLZM-24-0006 - _SWC_Verrado___Yuma_Annexation_-_Staff_Report_-_CC20250204 \(1\).docx](#)
[Exhibit A - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Vicinity Map - CC20250204.pdf](#)
[Exhibit B - PLZM-24-0006 - SWC Verrado & Yuma Annexation - General Plan - CC20250204.pdf](#)
[Exhibit C - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Zoning Map - CC20250204.pdf](#)
[Exhibit D - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Narrative - CC20250204.pdf](#)
[Exhibit E - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Blank Petition - CC20250204.pdf](#)
[PLZM-24-0006 - SWC Verrado & Yuma Annexation - Presentation - CC20250204.pptx](#)



ANNEXATION

Report to the Mayor and City Council

CASE NUMBER: PLZM-24-0006
TITLE: SWC Verrado Way & Yuma Road Annexation
MEETING DATE: February 4, 2024

Applicant/Owner: Jeffrey Blilie, Gilbert Blilie PLLC, on behalf of property owners, Sunbelt Land Holdings LP and City of Buckeye

Request: Annexation of eight parcels and adjacent right-of-way

District: 2

Location: Southwest Corner of Verrado Way and Yuma Road (Exhibits A, B, and C)

Site size: Approximately 167.8 acres

Density: Maricopa County RU-43 (current zoning): 1 du/acre
City of Buckeye R1-43 (initial zoning): 1 du/acre (approximately)

Public input: No comments have been received to date

Recommendation: Public Hearing only

PROJECT DESCRIPTION:

1. Jeffrey Blilie, Gilbert Blilie PLLC, on behalf of property owners, Sunbelt Land Holdings LP and City of Buckeye, is requesting annexation of eight parcels of land with accompanying adjacent right-of-way, totaling approximately 167.8 acres, located at the southwest corner of Verrado Way and Yuma Road (see Exhibits A, B, and C). At the City's request, the annexation proposal includes adjacent half-street right-of-way and City-owned parcels (intended for right-of-way), as indicated within Exhibit D, the project narrative. This right-of-way annexation was previously considered by City Council under Ordinance No. 44-23, but the County did not complete the right-of-way-only annexation.
2. The blank petition for the proposed annexation was recorded on January 7, 2025 (Exhibit E). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. Holding the public hearing for this annexation on February 4, 2025, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on or after March 4, 2025.

AREA CONTEXT:

3. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Neighborhood	Maricopa County Rural-43 (RU-43)
North of Yuma Road	Vacant auxiliary field owned by Arizona State Land Department	Activity Center (Landing Specific Area Plan)	Planned Community (PC)
South of Roosevelt Irrigation District Canal	Vacant; agriculture	Neighborhood	Planned Residential (PR)
East	Educational institution (Odyssey Institute for Advanced & International Studies); vacant (future storage/retail)	Neighborhood	Planned Residential (PR); Commercial Center (CC)
West	Single-family residential community (Sundance)	Master Planned Community	Planned Community (PC) with Community Master Plan (CMP) overlay (Sundance)

PUBLIC PARTICIPATION SUMMARY:

4. The applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). Due to staff report submittal deadlines, required notices and site postings have not been completed as of January 14, 2025, but are scheduled for completion in advance of the deadlines established by state statute.

5. Table 2: Public Notices:

Notification Element	Date
Published in the West Valley Republic	To be completed on or before January 22, 2025
Site Posted	To be completed on or before January 29, 2025
Mailing Notice to Property Owners Within Annexation Boundary	To be completed on or before January 29, 2025
Mailing Notice to Maricopa County Board of Supervisors	To be completed on or before January 29, 2025

6. No public comment concerning the annexation request has been received to date.

ANALYSIS:

7. The subject property is presently located in the jurisdiction of Maricopa County and zoned Rural-43 (RU-43). Upon adoption of an annexation ordinance, the parcels included with this request would be assigned City of Buckeye Single-Family Residential 43 (R1-43) zoning, the district most closely aligned with the property's current County Rural-43 (RU-43) zoning designation. However, it is anticipated that a concurrent rezoning proposal to Planned Area Development (PAD) – case PLZZ-24-0005 – will be considered for adoption (following a recommendation by Planning and Zoning Commission) at the same time as the second and final annexation public hearing.
8. The property currently features a General Plan land use designation of Neighborhood, which may include single-family units (attached and detached), multi-family units (such as apartments and condominiums), and integrated land uses that support neighborhood functions and contribute to the health and livability of neighborhoods (such as smaller-scale or less intense commercial, parks and recreational facilities, religious institutions, small offices, and educational institutions). A concurrent request for a Minor General Plan

Amendment (case PLZU-24-0004), to amend the Neighborhood designation for 45.9 acres along the Verrado Way frontage to Business Commerce to support smaller scale business park uses, has been submitted. Following a recommendation by Planning and Zoning Commission, the Minor GPA is anticipated to be considered for approval at the same time as the annexation.

9. The applicant intends for the site to develop with a variety of residential, commercial, and business park uses. More information on the land use and development proposal will accompany the Minor GPA and PAD rezoning requests. Approval of the annexation does not in any way commit the City Council to approve the GPA and PAD rezoning requests.
10. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.
11. Once annexed, the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas.
12. The property is located within the Buckeye Union High School and Liberty Elementary School Districts. As part of the concurrent PAD rezoning proposal, both school districts have been notified of the proposed project and density and are working through necessary donation agreements with the developer.
13. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Engineering (Traffic)
 - b. Fire
 - c. Police
 - d. Water Resources
 - e. Development Services, including Planning and Civil Engineering/Survey

RECOMMENDATION:

14. City Council should conduct the required public hearing related to the annexation. No additional action is required at the February 4, 2025 meeting.
15. The annexation will return to the City Council for consideration of the annexation Ordinance. Staff will recommend the Mayor and City Council approve the annexation Ordinance for the following reasons:
 - a. Furthers goals of the Buckeye General Plan;
 - b. Conformance with the Buckeye Development Code; and
 - c. No outstanding issues from reviewing departments.

ATTACHMENTS:

- Exhibit A – Vicinity Map
- Exhibit B – General Plan Land Use Map
- Exhibit C – Zoning Map
- Exhibit D – Annexation Project Narrative
- Exhibit E – Recorded Blank Annexation Petition

Prepared By:

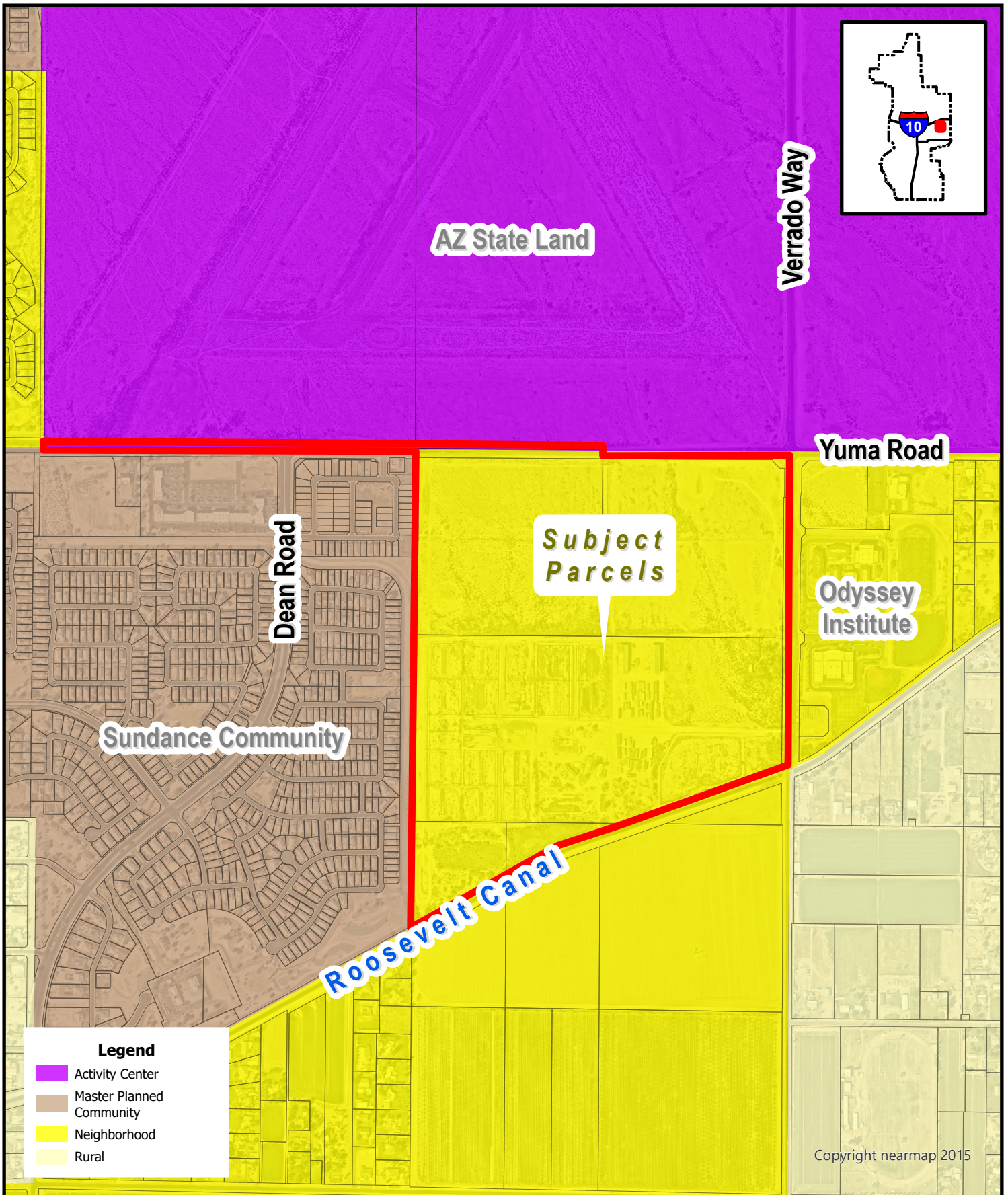
Mandy Woods, AICP CFM, Senior Planner

Reviewed By:

Ken Galica, Planning Manager



VICINITY MAP

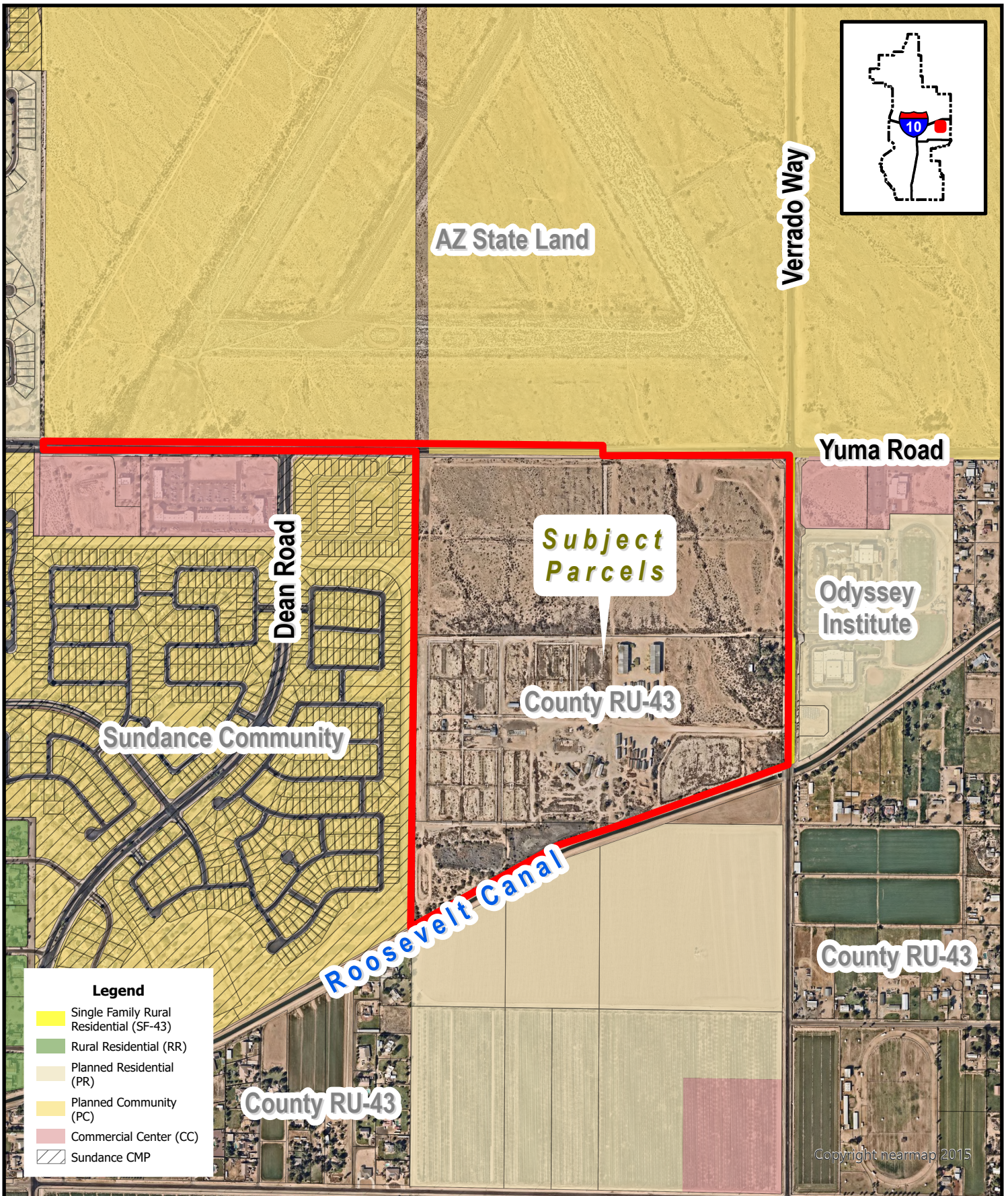


GENERAL PLAN LAND USE MAP



PLZM-24-0006
SWC Verrado Way and Yuma Road Annexation
Council District #2





ZONING MAP

PLZM-24-0006

SWC Verrado Way and Yuma Road Annexation
Council District #2



SWC Verrado Way and Yuma Road

Annexation Application

Case #: PLZM-24-0006

First Submittal: January 24, 2024

Second Submittal: August 22, 2024

Third Submittal: November 18, 2024

Development Team

Owner and Developer

Sunbelt Land Holdings LP
2555 E Camelback Rd, Suite 610
Phoenix, AZ 85016
Contact: Brooks Griffith

Engineering

Colliers Engineering & Design
2141 E Highland Ave. Ste. 250
Phoenix, AZ 85016
Contact: Rob Gubser
602-730-3854
rob.gubser@collierseng.com

Legal Counsel

Gilbert Blilie, PLLC
701 N. 44th St
Phoenix, AZ 85008
Contact: Jeff Blilie
623-606-0532

1. Description of Request

The request is to annex 167.8 acres on the southwest corner of Verrado Way and Yuma Road from Maricopa County into the City of Buckeye, shown in Exhibit 1. The parcel numbers are:

- 504-21-928
- 504-21-930
- 504-21-003J
- 504-21-006
- 504-21-005
- 504-21-929
- 504-21-926A
- 504-21-927
- Adjacent right-of-way as shown on Exhibit 2

These parcels and adjacent right-of-way are located within Buckeye's Planning Area as shown in the Buckeye General Plan Future Land Use Map. The area for proposed annexation is shown in Exhibit 2.

2. Existing Conditions

2.1 Current Site Conditions

Approximately 88 acres of the site are currently vacant and undeveloped. Approximately 73 acres were previously the Van Leeuwen Dairy property and currently have structures related to the former dairy farm. The dairy farm is no longer in operation at this site. There are future plans for remediation of the site. Approximately 6.5 acres of the proposed annexation area is right-of-way along Verrado Way and Yuma Road.

The site is also within the Luke AFB Graduated Density Concept area.

2.2 Current General Plan Designation

The current General Plan designation is Neighborhood. This land use supports a "broader" range of residential development. The proposed single-family and multi-family residential zoning is consistent with this intent. The Neighborhood land use designation also includes land uses that support neighborhoods, therefore the proposed commercial uses is also consistent with this land use designation. There is a Minor General Plan Amendment application for 45.9 acres of this site to amend the General Plan land use map from Neighborhood to Business Commerce.

2.3 Current Zoning

The current zoning on the property is Maricopa County Rural Residential (RU-43). A rezone application for the site is being filed to rezone the property from R1-43 (the City's equivalent zoning to County RU-43) that will be assigned following annexation approval, to Planned Area Development (PAD).

2.4 Vicinity Information

The site is bordered by Yuma Road to the north, Verrado Way on the east, the RID Canal on the south, and existing single-family residential on the west. The following is a summary of the surrounding land uses:

Direction	Zoning	Existing Land Use
North	Planned Community	Vacant auxiliary field
East	Planned Residential; Community Commercial	Educational institution; vacant
South	Neighborhood; Planned Community	RID Canal, vacant, and Agriculture
West	Planned Community – Sundance CMP	Single-family residential neighborhood

3. Description of Intent for Development of the Property

A rezone application for the site is being filed concurrently with this annexation application. The intent is to develop this site with residential, commercial, and business park uses upon being annexed into the City.

4. Preliminary Plans for Water and Sewer

The site is located in the City of Buckeye's service area for both water and sewer. A Development Agreement is in place for the property owner to install a water well on-site to serve the property. Any excess potable water from this well will serve another property owned by Sunbelt Investment Holdings, as described in the Development Agreement. Conceptual utility plans for water and sewer will be submitted as part of the site plan process.

5. Intended Access Points

The site will have multiple driveway access points from Verrado Way and Yuma Road into the lots directly fronting those roadways. It is the intention to have an internal circulation plan to provide access through the site from Verrado Way and Yuma Road.

6. School Districts

The school districts for this site are Liberty Elementary School District and Buckeye Union High School District.

7. Proximity to Police and Fire Stations

The closest fire station to the site is Fire Station 702, located on the NEC of Rainbow Road and Durango Street, which is approximately 2.4 miles from the site.

The Buckeye Police Department is located approximately 0.8 miles from the site on Dean Road and Yuma Road.

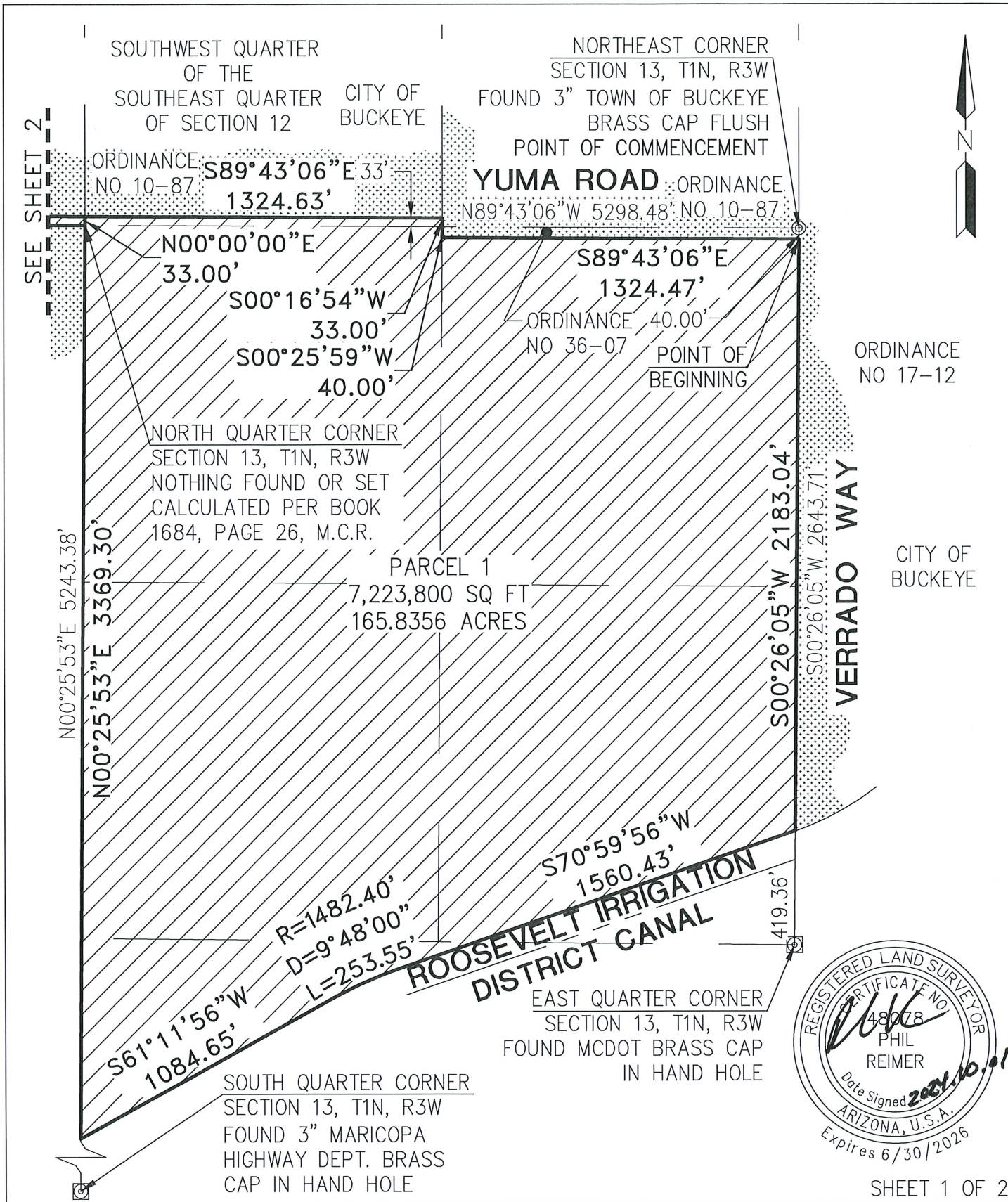
Exhibit 1

Aerial



Exhibit 2

Annexation Area



PROJ.NO.: 2561	ANNEXATION VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA RD BUCKEYE, ARIZONA EXHIBIT B	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2024		
SCALE: N.T.S.		
DRAWN BY: JDL/JK		
CHECKED BY: PR		



SOUTHWEST QUARTER
OF SECTION 12

ORDINANCE
NO 10-87

STATE OF ARIZONA
APN 504-20-012
(NOT A PART)

CITY OF
BUCKEYE

ORDINANCE
NO 08-96

PARCEL 2
87,432 SQ FT
2.0072 ACRES

ORDINANCE
NO 05-90

NORTHWEST CORNER
SECTION 13, T1N, R3W
FOUND PK NAIL
W/ NO ID

CITY OF
BUCKEYE

SEE SHEET 1



SHEET 2 OF 2

PROJ.NO.: 2561	ANNEXATION VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2024		
SCALE: N.T.S.		
DRAWN BY: JDL/JK		
CHECKED BY: PR	EXHIBIT B	

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

006037-6-1-1--
Hoyp

ANNEXATION PETITION (PLZM-24-0006)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(See also attached map as Exhibit "B")

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

DATE	PRINTED NAME OF OWNER	SIGNATURE OF OWNER	BOOK	MAP	PARCEL(S)

EXHIBIT A**ANNEXATION****VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
LEGAL DESCRIPTION**

Portions of land being situated within the South half of Section 12 and the East half of Section 13, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

PORTION NO. 1:

COMMENCING at the Northeast corner of said Section 13, marked by a found Town of Buckeye brass cap flush, from which the East quarter corner, marked by a found MCDOT brass cap in hand hole, thereof bears South 00°26'05" West, 2643.71 feet;

THENCE South 00°26'05" West, 40.00 feet on the easterly boundary of the Northeast quarter of said Section 13, to the **POINT OF BEGINNING**;

THENCE continuing on said easterly boundary, South 00°26'05" West, 2183.04 feet to the northerly boundary of the Roosevelt Irrigation District Canal;

THENCE on said northerly boundary, South 70°59'56" West, 1560.43 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1482.40 feet;

THENCE continuing on said northerly boundary and southwesterly on said curve, through a central angle of 09°48'00", an arc length of 253.55 feet to a tangent line;

THENCE continuing on said northerly boundary, South 61°11'56" West, 1084.65 feet to the westerly boundary of said East half;

THENCE on said westerly boundary, North 00°25'53" East, 3369.30 feet to the North quarter corner of said Section 13;

THENCE North 00°00'00" East, 33.00 feet on the westerly boundary of the Southwest quarter of the Southeast quarter of said Section 12 to the northerly boundary of the south 33.00 feet of said Southwest quarter of the Southeast quarter;

THENCE on said northerly boundary, South 89°43'06" East, 1324.63 feet to the easterly boundary of said Southwest quarter of the Southeast quarter;

THENCE on said easterly boundary, South 00°16'54" West, 33.00 to the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 13;

THENCE on the westerly boundary of said Northeast quarter of the Northeast quarter, South 00°25'59" West, 40.00 to the southerly boundary of the north 40.00 feet of said Northeast quarter of the Northeast quarter;

THENCE on said southerly boundary, South 89°43'06" East, 1324.47 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 7,223,800 sq. ft. (165.8356 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

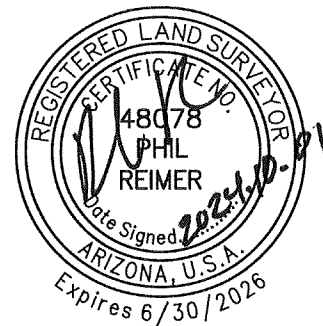
PORTION NO. 2:

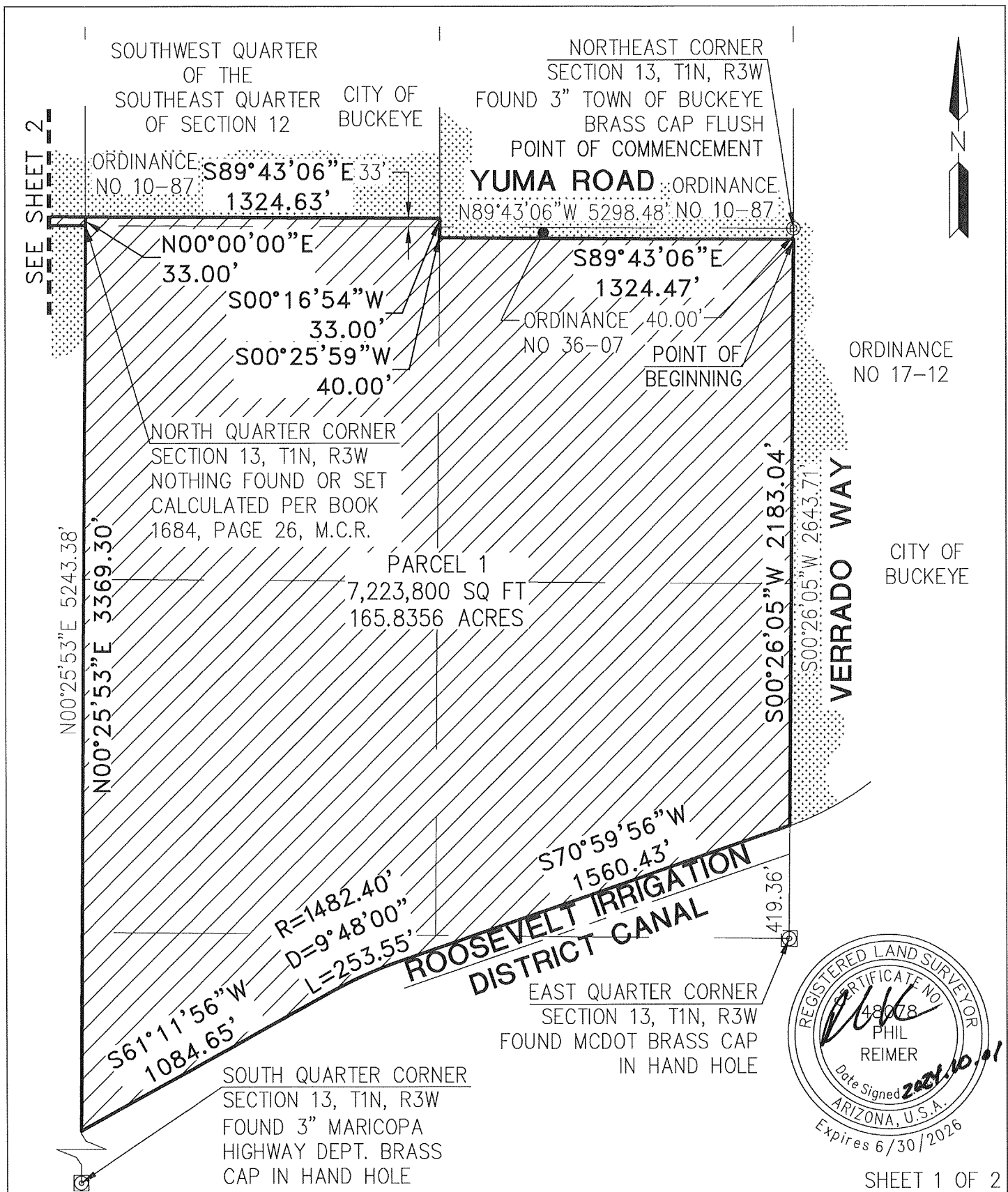
The south 33.00 feet of the Southwest quarter of said Section 12.

The above described parcel contains a computed area of 87,432 sq. ft. (2.0072 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
 2141 E. Highland Avenue, Suite 250
 Phoenix, AZ 85016
 Project No. 2561
 Date: September 2024





SHEET 1 OF 2

PROJ.NO.: 2561

DATE: SEP 2024

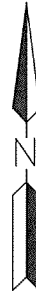
SCALE: N.T.S.

DRAWN BY: JDL/JK

CHECKED BY: PR

ANNEXATIONVAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA RD
BUCKEYE, ARIZONA**EXHIBIT B**

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



SOUTHWEST QUARTER
OF SECTION 12

ORDINANCE
NO 10-87

STATE OF ARIZONA
APN 504-20-012
(NOT A PART)

CITY OF
BUCKEYE

ORDINANCE
NO 08-96

PARCEL 2
87,432 SQ FT
2.0072 ACRES

ORDINANCE
NO 05-90

NORTHWEST CORNER
SECTION 13, T1N, R3W
FOUND PK NAIL
W/ NO ID

CITY OF
BUCKEYE

SEE SHEET 1



SHEET 2 OF 2

PROJ.NO.: 2561	ANNEXATION VAN LEEUWEN – S.W.C. OF VERRADO WAY & YUMA ROAD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436	
DATE: SEP 2024			
SCALE: N.T.S.	EXHIBIT B		
DRAWN BY: JDL/JK			
CHECKED BY: PR			

ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
County of Maricopa) ss.

Samantha (Mandy) Woods, regarding Case No. **PLZM-24-0006**, upon oath, deposes and says:

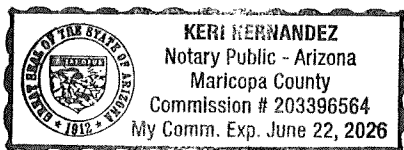
1. I am a Senior Planner, of the Development Services Department of the City of Buckeye. I am making this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge, and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

FURTHER YOUR AFFIANT SAYETH NOT.


(PLANNER)

SUBSCRIBED AND SWORN to before me this 7th Day of January, 2025, by

Keri Hernandez (NOTARY).



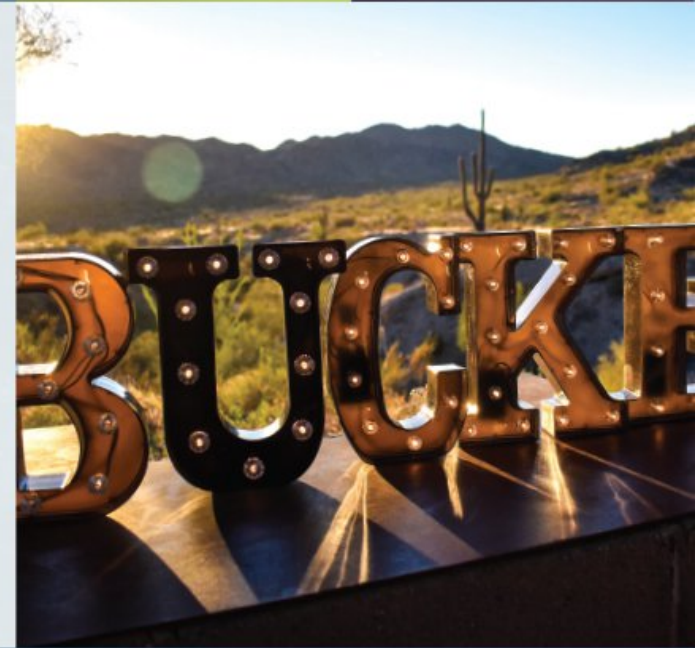
Keri Hernandez
Notary Public

My Commission Expires: June 22, 2026

SWC Verrado Way & Yuma Road Annexation

PLZM-24-0006

Mayor and City Council – February 4, 2025

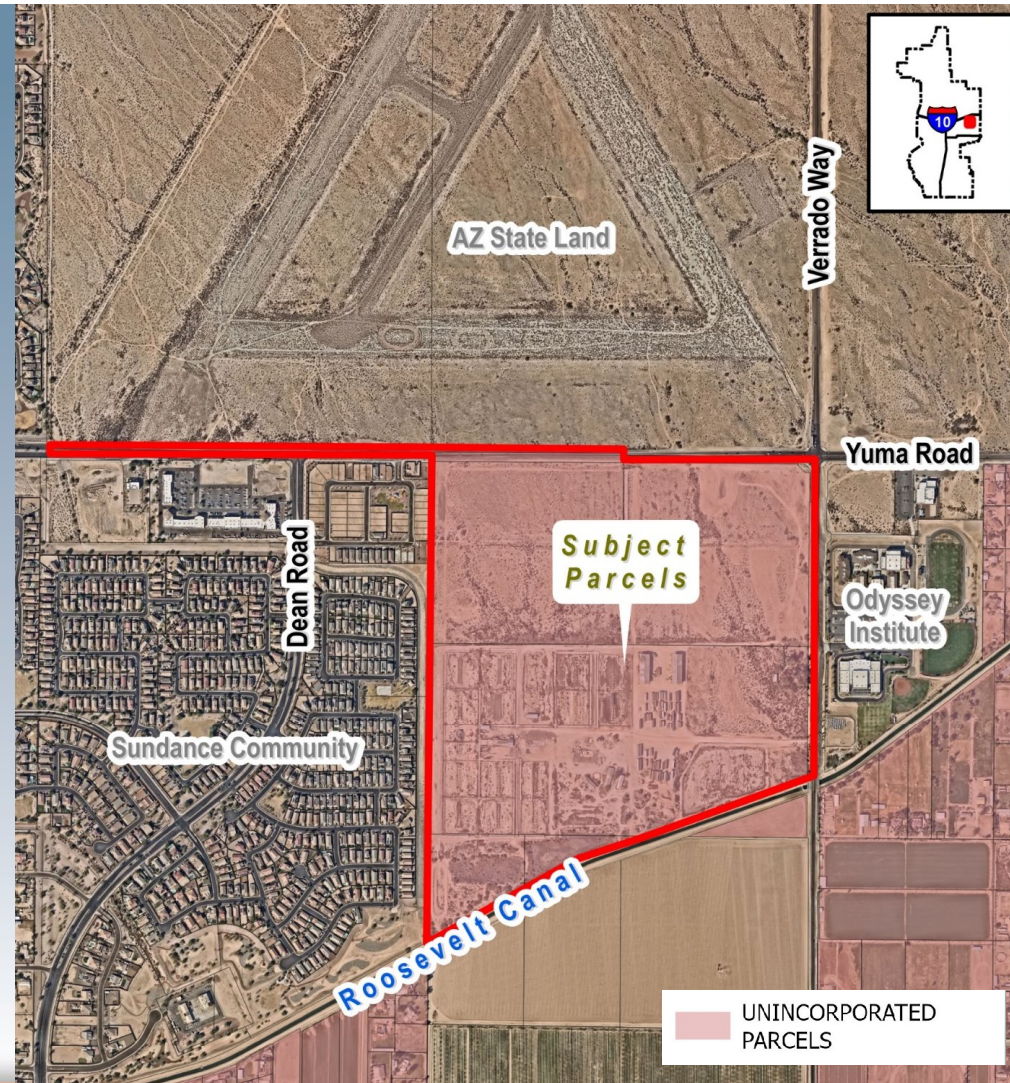


Project Overview

- Applicant: Jeffrey Blilie, Gilbert Blilie PLLC, on behalf of property owners, Sunbelt Land Holdings LP and City of Buckeye
- Location: SWC of Verrado Way & Yuma Road
- Request: Annexation of 8 parcels and right-of-way
- Size: 167.8 acres

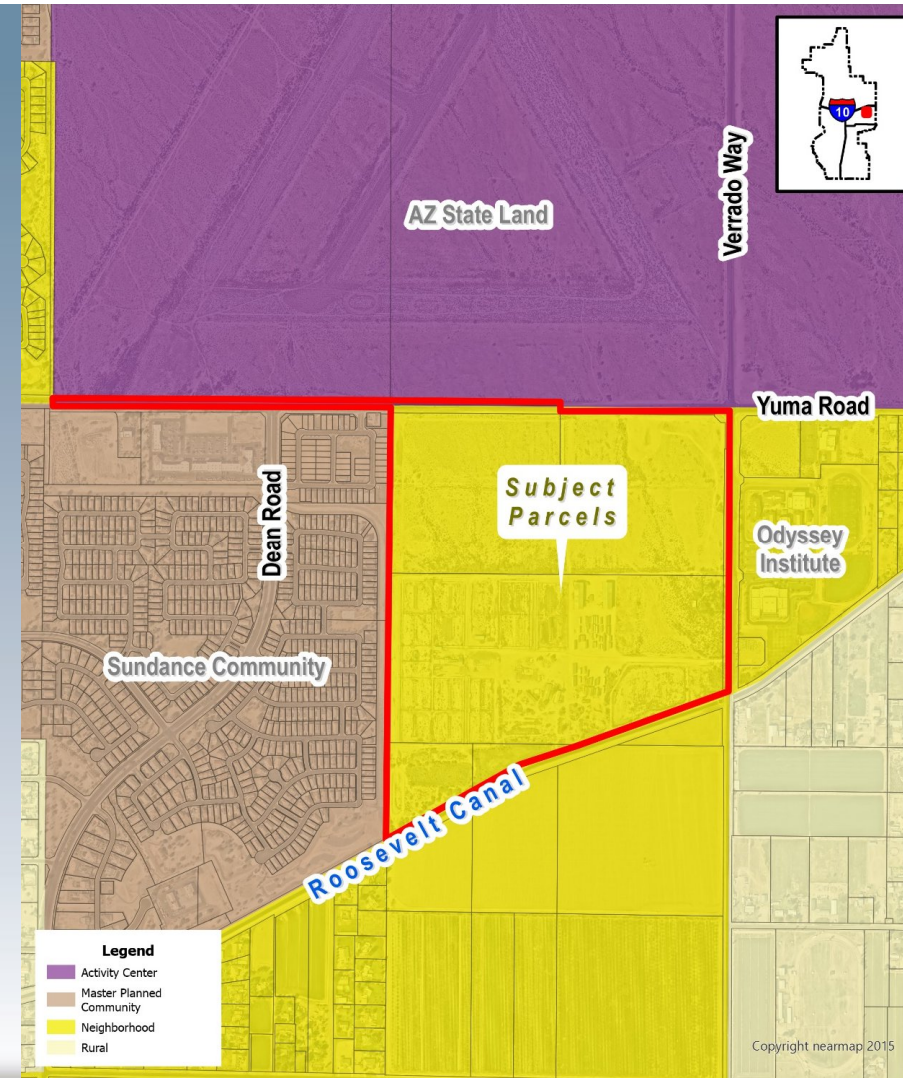
Site Context

- North: vacant auxiliary field owned by Arizona State Land Department
- South: vacant/agricultural
- East: educational institution and future storage/retail
- West: single-family residential (Sundance Community)



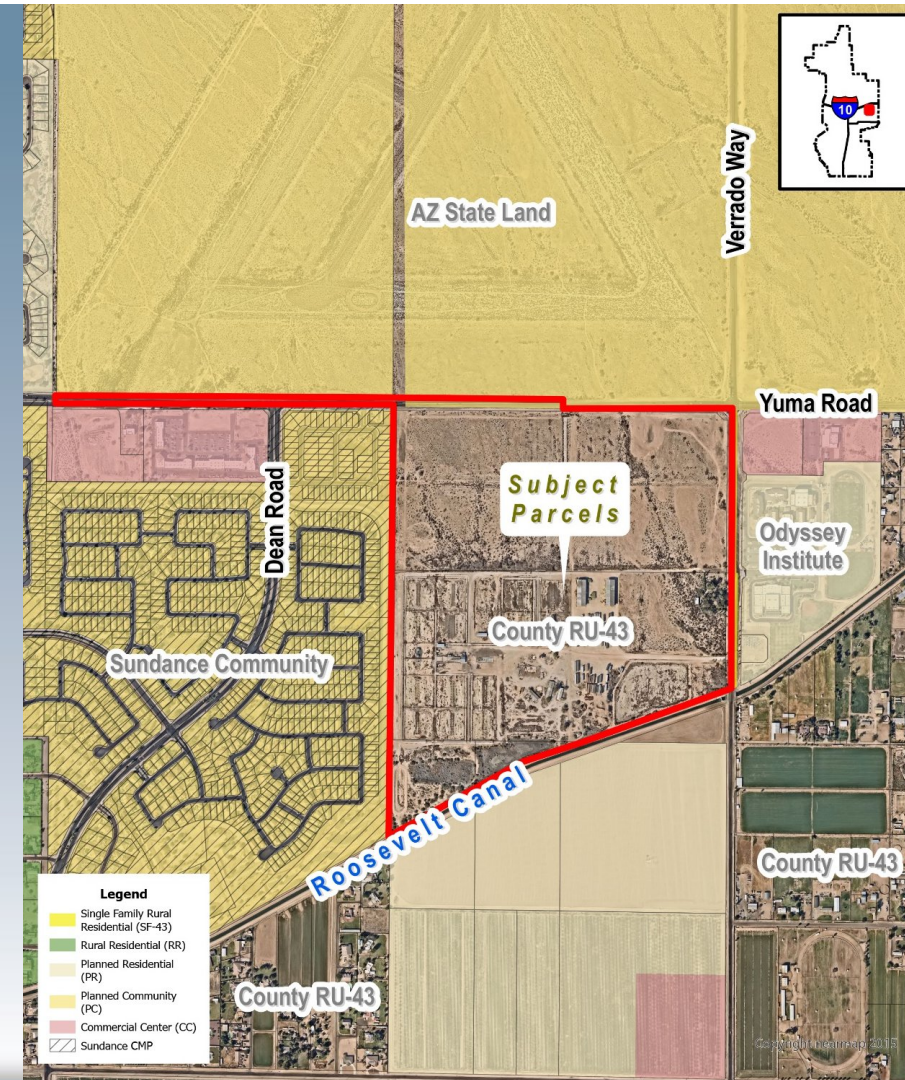
General Plan Land Use

- Land Use: Neighborhood
- Concurrent Minor General Plan Amendment to amend 45.9 acres along Verrado Way to Business Commerce



Zoning

- Existing Zoning: Maricopa County Rural-43 (RU-43)
- Initial Zoning: City of Buckeye Single-Family Residential 43 (R1-43)
- Concurrent rezoning to Planned Area Development (PAD)



- 

[illegible]

Recommendation

- Conduct a public hearing
- No Action
- Consideration of an Ordinance approving the annexation will occur at a future City Council Meeting

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/04/25	AGENDA ITEM: 5.C. DS - PH Ventana Ranch 2 Minor General Plan Amendment
DATE PREPARED: 01/30/25	DISTRICT NO.: No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	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 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 February 4, 2025 Council agenda at the January 21, 2025 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:

See Planning Item Financial Impact Statement, below.

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_2-4-25.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.pdf](#)

[Ventana Ranch 2 GPA & Rezone - Council PPT 2-4-25.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: February 4, 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 February 4, 2025 Council agenda at the January 21, 2025 meeting.

Recommendation: Adoption of Resolution No. 02-25, 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.

18. *January 21, 2025:* At the request of the applicant, this item was continued to the February 4, 2025 Council meeting.

ANALYSIS:

19. 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.
20. 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.
21. 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.
22. 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.
23. 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:

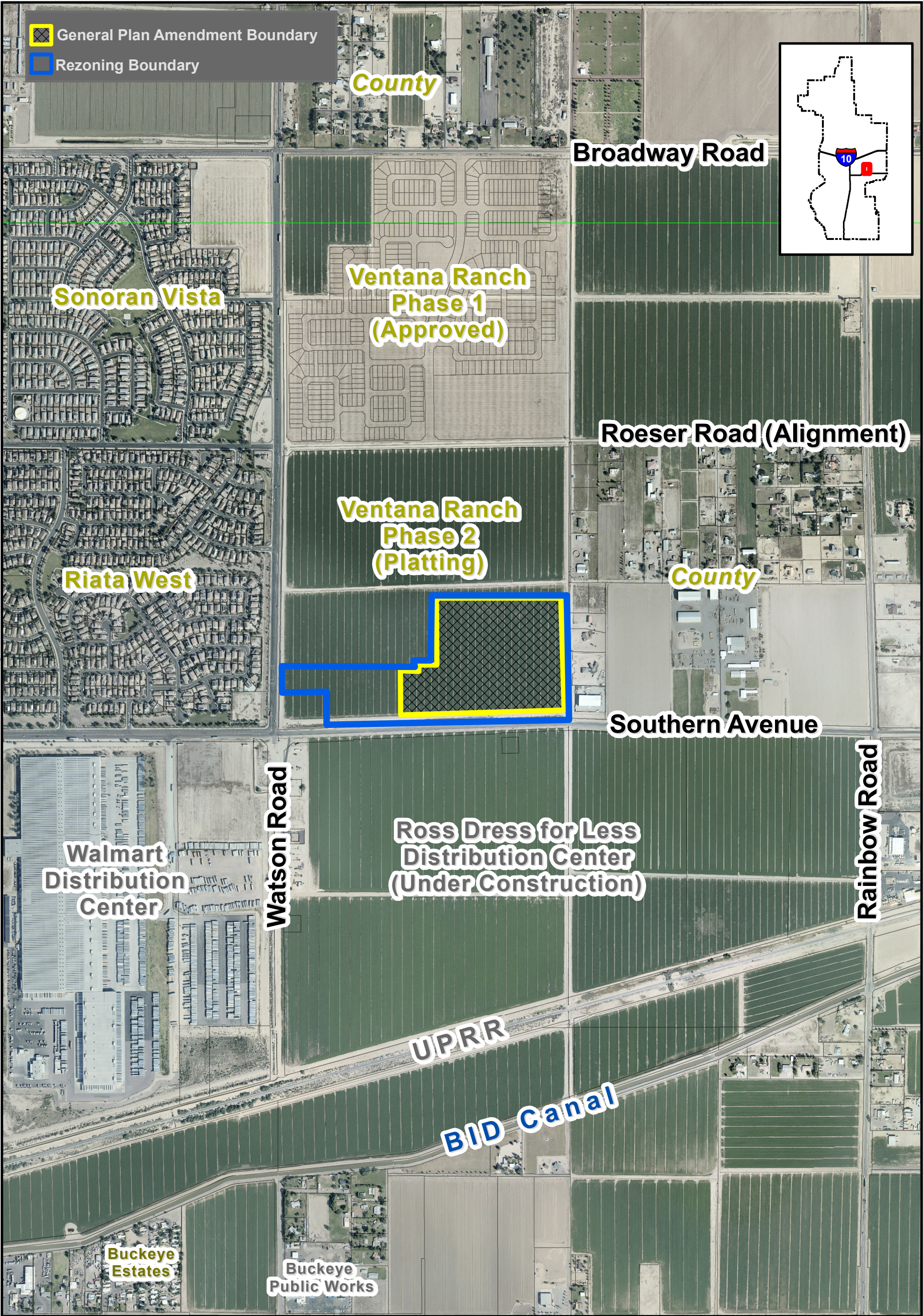
24. Staff recommends that City Council conduct a public hearing and adopt Resolution No. 02-25, approving a Minor General Plan Amendment for Ventana Ranch 2 (Case PLZU-24-0001).

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

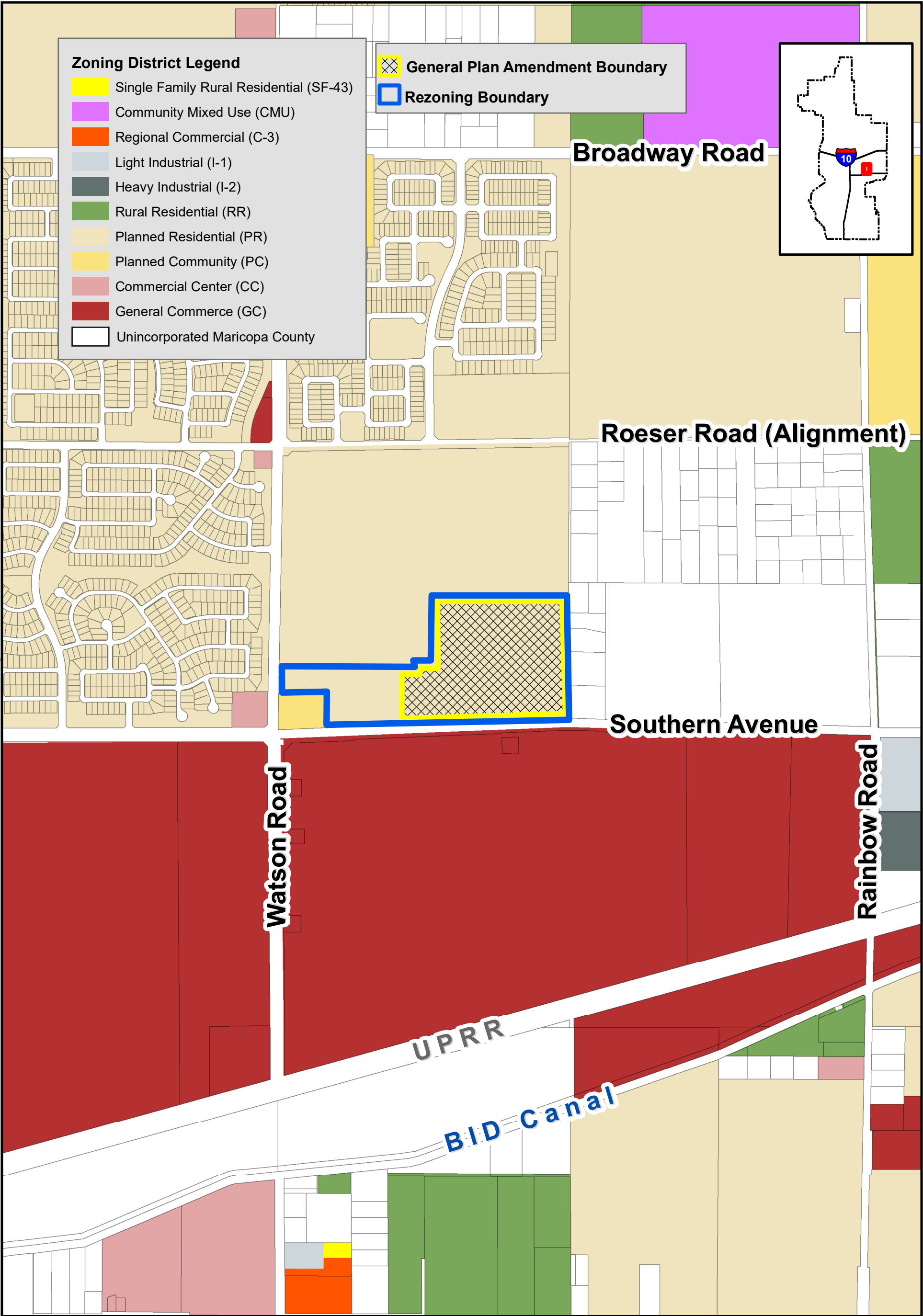


VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2

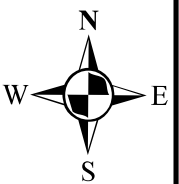


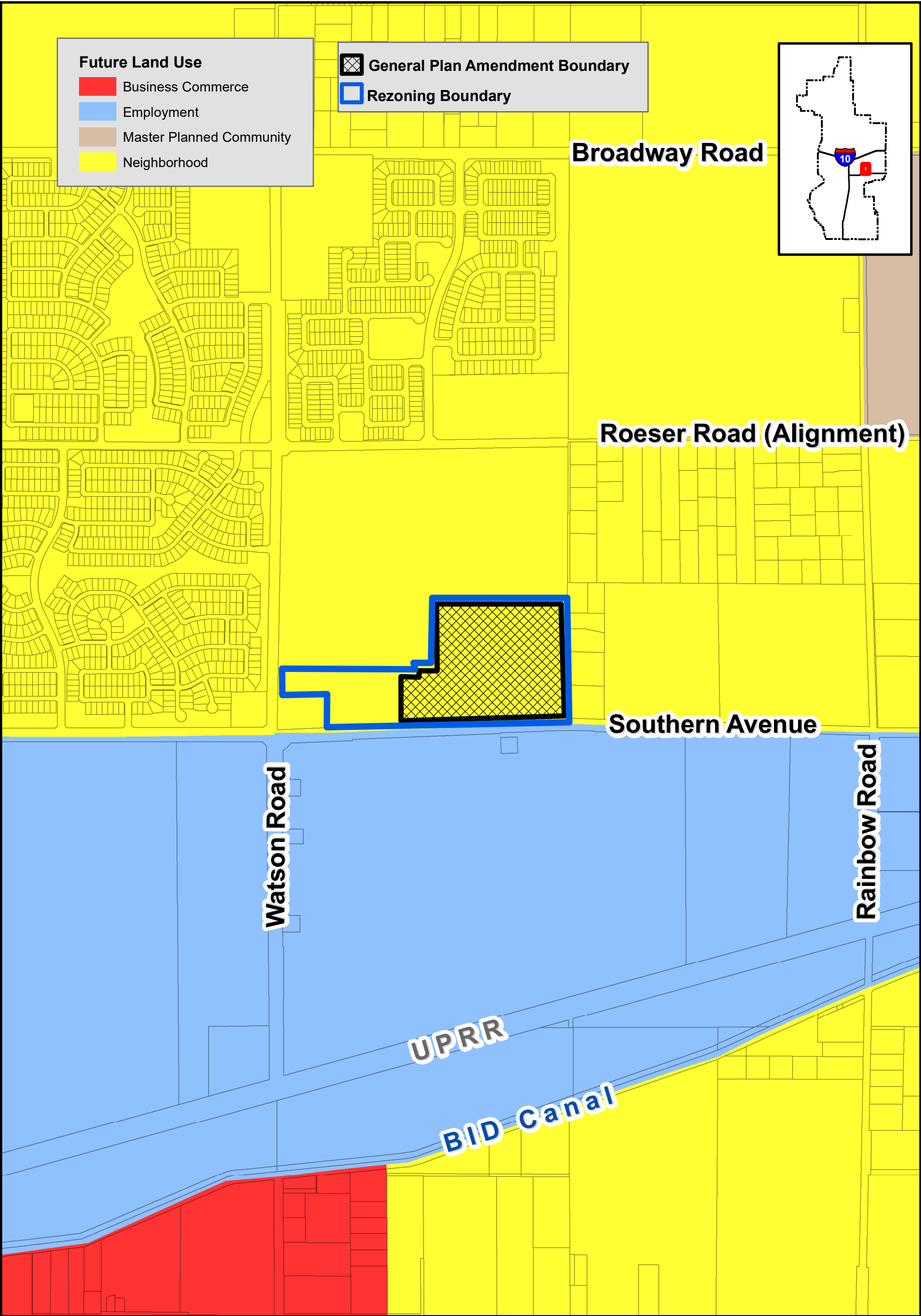


ZONING MAP

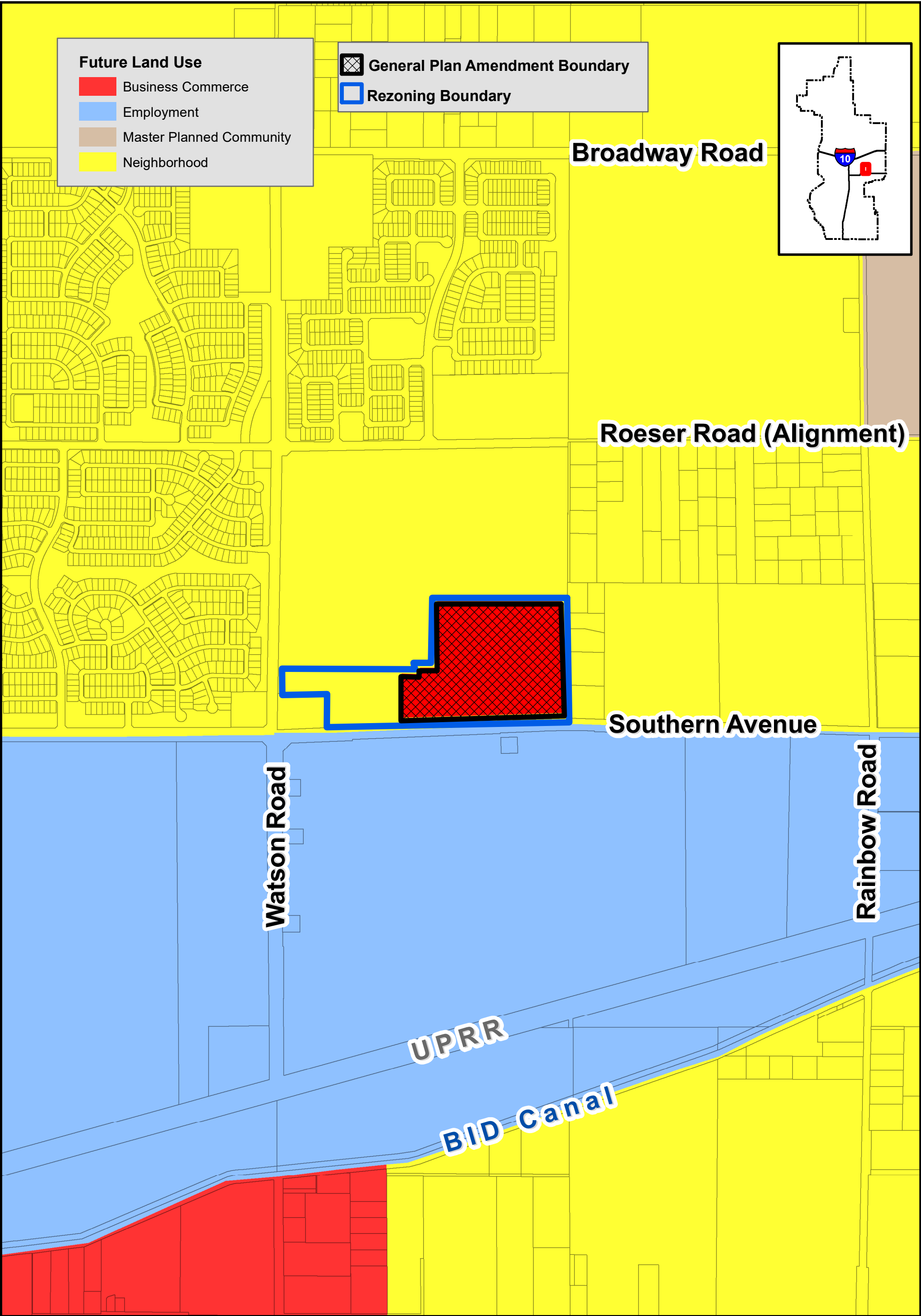
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2





GENERAL PLAN LAND USE - EXISTING



GENERAL PLAN LAND USE - PROPOSED

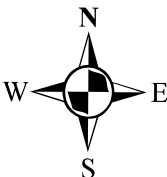


BUCKEYE, AZ

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

Exhibit A – Maricopa County Assessor Parcel Map
Exhibit B – Context Aerial of Property
Exhibit C – Regional Aerial of Property
Exhibit D – Existing General Plan Land Use Map
Exhibit E – Proposed General Plan Land Use Map
Exhibit F – Proposed Well Site

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	43.87± Acres (gross)
Current Zoning	PR – Planned Residential
General Plan	Neighborhood
Development Team	<u>Owner</u> Lennar Arizona, LLC Vickey Morris, Senior Project Manager 480-702-8766 1665 W Alameda Dr. Tempe, AZ 85282 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Engineering</u> Stantec Daniel Pottinger 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155

II. INTRODUCTION

Tiffany & Bosco, P.A. ("Applicant"), on behalf of Lennar Arizona, LLC an Arizona limited liability company ("Owner"), respectfully requests a Minor General Plan Amendment of the 43.87± acres (SEC of APN 504-48-033). APN 504-48-033 is generally located at the northeast corner of Southern & Watson. The proposal would change the current future land use designation of the subject site within the Imagine Buckeye 2040 General Plan (the "General Plan") from Neighborhood to Business Commerce. The site is identified by Maricopa County Assessor parcel number: 504-48-033. The GPA is requested for the southernmost portion of the parcel, adjacent to Southern Avenue. (the "Property"); see ***Exhibit A – Maricopa County Assessor Parcel Map***, ***Exhibit B – Aerial of Property***, and ***Exhibit C – Regional Aerial***.

III. PROPERTY DESCRIPTION

Relationship to Surrounding Properties

The Property is directly wedged between large industrial sites to the south, existing commercial and residential to the west, with a new residential development currently underway to the north, to be developed by Lennar (Ventana Ranch Phase II, single-family, residential). The properties to the east are a mixture of commercial, industrial and residential uses in Maricopa County. Large-industrial sites are located across Southern Avenue to the south. Residential neighborhoods with a commercial corner are located to the west, across Watson Road. The following is the surrounding land use context:

- North:
 - Ventana Ranch Phase II, a proposed single-family subdivision currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
 - Jurisdiction – City of Buckeye ("City")
 - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
 - Undeveloped S 231st Avenue then parcels within Maricopa County
 - Jurisdiction – Unincorporated Maricopa County
 - These are a combination of single-family residential lots, agricultural uses, industrial uses and non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.

- Southeast corner of Watson Road and Southern Ave is parcel # 504-42-002C owned by DRM Farms, LLC
 - Jurisdiction – City
 - The site is currently utilized for agricultural uses
 - This property is zoned PC – Planned Community and designated for Neighborhood land uses.
- South:
 - Southern Avenue, then large light-industrial uses
 - Jurisdiction – City
 - This site is under development, and will serve as a warehouse and distribution center for the brand.
 - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.
- West:
 - APN 504-42-002C (hard SEC of Southern & Watson)
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned PC- Planned Community.
 - Watson Road then APN 504-41-002J
 - Jurisdiction – City
 - This property to the west is undeveloped, bare land.
 - This property is zoned CC- Commercial Center.
 - Watson Road then the subdivision known as Riata West
 - Jurisdiction – City
 - Riata West is an 888 single-family home subdivision.
 - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Current Site Conditions

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently being used for agriculture purposes.

Current Accessibility and Circulation

Southern Avenue borders the south of the Property, Watson Road is to the west and Roeser Road is to the north. The Property's location allows for multiple future access points from

each arterial and gives future site users means to access the State Route 85 ("SR-85") approximately 4-miles west of the Property and I-10 to the north. Onsite circulation and future access drives will be determined at the time of site plan stage. Access to the development shall be per the requirements in Section 6-3 of the City's Engineering Design Standards.

IV. DESCRIPTION OF THE REQUEST

The proposed Minor General Plan Amendment ("Minor GPA") will allow for a re-designation of the southeastern portion of the parcel, 43.87± acres to Business Commence from its current Neighborhood land use designation. Approval of this Minor GPA will allow for the expansion of a complimentary, Business Commerce land use designation to act as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This Minor GPA proposal, will ensure economic success because of the convenient access to the SR-85 and I-10 along major arterial roads within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Business Commerce proposal will provide for office, manufacturing, light-industrial, retail, service and other commercial uses for the nearby residential neighborhoods and employees working in this area.

A related rezone case (PLZZ-24-0002) accompanies this request to change the zoning to PAD, and proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. This will allow for the development of new mixed-use area, which supports residential, commercial and employment uses. The proposed planning area, PAD-B will provide a positive economic impact to the immediate area, with the addition of smaller employment opportunities to compliment the larger employment core south of Southern Avenue. The proposed PAD-A planning area, will provide for neighborhood and employee supported uses for the immediate locality. Allowing for retail, restaurants, and service uses in the proposed area, will minimize trips from surrounding existing and future residential homes. The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the existing residential zoning to the north of the Property. The employment user directly south of Southern Avenue is a 1.7-million square foot facility that dominates the Southern Avenue streetscape. The minor employment and commercial uses will not only

serve the surrounding community's residents and workers, but create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2± million square foot, industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings will be separated from the adjacent county lot-lines, separated by landscaping, and an irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye.

The Property is currently surrounded by a mixture of residential, agricultural, commercial and sizable, industrial uses. The adjacent sites to the south are designated for Employment uses and developed with massive buildings. The City has designated approximately 1,021.47± acres in this area to Employment. See ***Exhibit D – Existing General Plan Land Use Map and Exhibit E – Proposed General Plan Land Use Map***. This larger area spans south to Southern Avenue, to just south of the Buckeye Canal, with Business Commerce abutting directly below. The request for Business Commerce (43.87± acres) creates a natural progression from Employment designation from the south to residential to the north, see ***Exhibit F – Context General Plan and Use Map***.

Business Commerce Uses

The current definition of Business Commerce is:

Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.

Zoning districts that are consistent with this land use designation are: PO, C-2, C-3, BP and PAD.

Application of Business Commerce to Property

The property is currently surrounded by a mixture of residential, commercial, and industrial uses. To add the Business Commerce land use designation to the Property would greatly contribute to the overall local and regional economy by complementing and supporting the significant Employment uses in this area of the City as well as the residential. This proposal allows for a natural transition from large scale industrial uses (south of property) to single-family residential (north of property) and would promote the possibility of a live/work community, which provides amenities and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye. This proposed land use change, further supports the overall land use proposal to adapt to the surrounding environment.

Impact on the City and Surrounding Community

Changing from Neighborhood to Employment and Business Commerce will provide a minor employment and business land use designation adjacent to large employment uses south of the Property and services to the residential homes to the north of the Property. This mixture of land uses benefits traffic connectivity and provides supporting land uses on a unique property that is adjacent to several different and significant land uses. The goal of the land use designation change is to create land use transitions that support and buffer each other.

V. Utilities and Services

Water, Sewer, and Refuse Providers

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to dedicate a 150'x150' well site (well site #2) to the City of Buckeye as shown on ***Exhibit F – Proposed Well Site***. The well site has been determined and the City's water department has agreed to the location.

Fire and Police Protection

Fire and police protection services will be provided by the City. Nearest police station is

located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site).

Impact on Local Schools and Parks

The Property and surrounding properties are currently agriculture. Changing the land use designation from Neighborhood to Business Commerce, is not expected to have a direct effect on local schools and parks as there is no added residential to increase school age population.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3: *The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposed Minor GPA will change a portion of the City's land use plan (43.87± acres of SEC of APN 504-48-033) from Neighborhood to Business Commerce. This will allow the Southern Avenue corridor, to have non-residential uses along this major roadway corridor, but smaller in scale. The proposed Business Commerce land use designation on the north side of Southern Avenue, promotes a gradual progression in use intensities from Employment to Neighborhood. The designation of Business Commerce would provide transitional area, from large employment users, with massive sites and buildings fronting the south side of Southern Avenue, to smaller business, office and employment opportunities for the City on the north side of Southern Avenue. This minor designation to Business Commerce land use would encompass a small portion of the Property, and will provide a minor employment area within the City with minimal impacts to existing residents.

The Business Commerce land use designation will provide an opportunity to support the existing and future residential neighborhoods and employees, thereby reducing traffic to the proposed retail, restaurants, and service uses. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home, while having access to major roads and connections to Neighborhood areas. The change in land use has the potential of providing future jobs and increase the economic base of the City. The Business Commerce designation will help grow the economy and diversity of Buckeye's land portfolio, while providing an appropriate transition of large Employment uses to south, to residential uses with the designation of Neighborhood to the north. The proposed Minor GPA meets many of the intended goals and policies of the City and its General Plan. We look forward to working with the City staff on this Application.

EXHIBIT A

Maricopa County Assessor Parcel Map

(on following page)



EXHIBIT 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

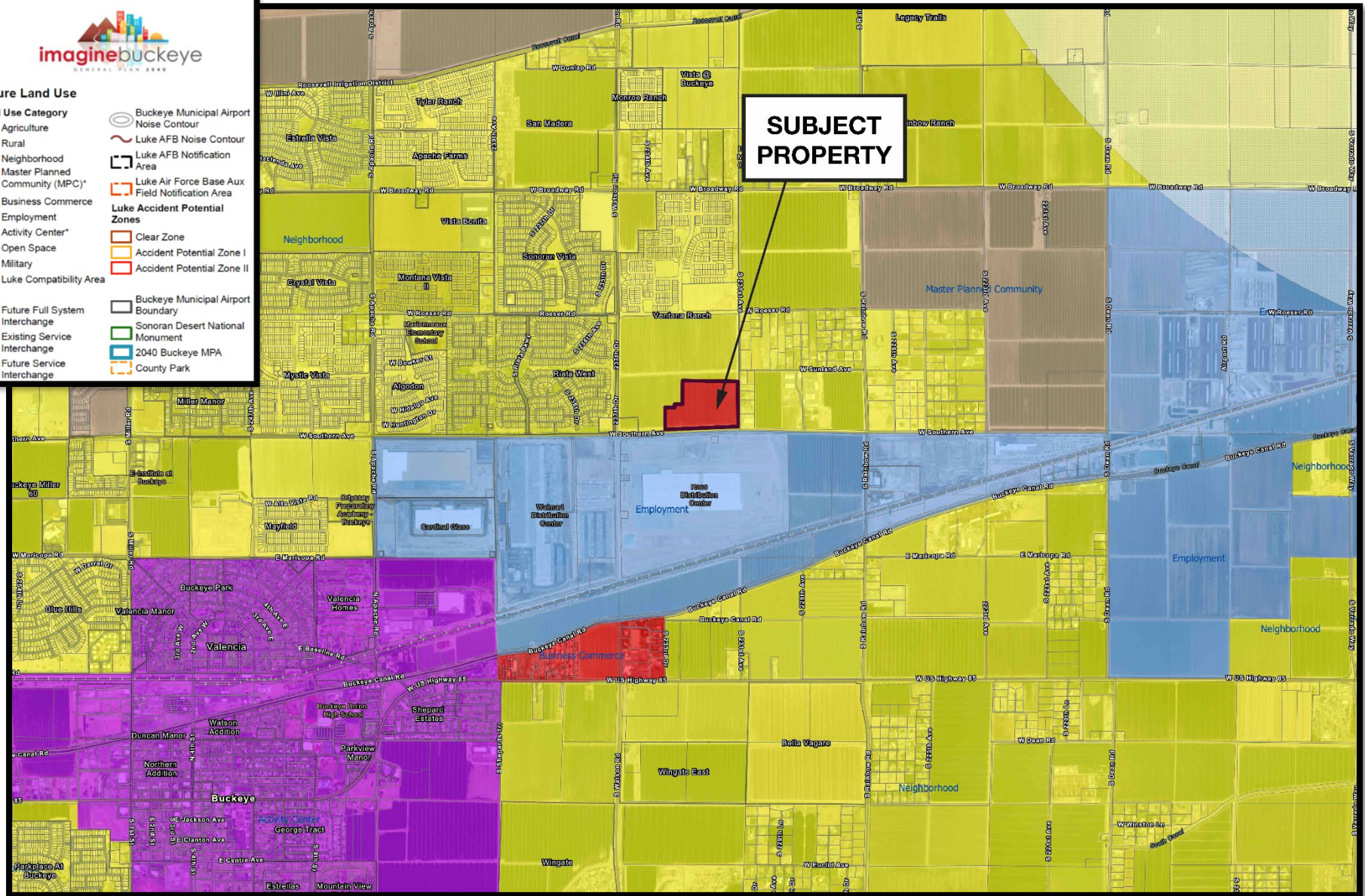
Existing General Plan Land Use Map

(on following page)

EXHIBIT E

Proposed General Plan Land Use Map

(on following page)



TB **TIFFANY**
& BOS **267**
PA.

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

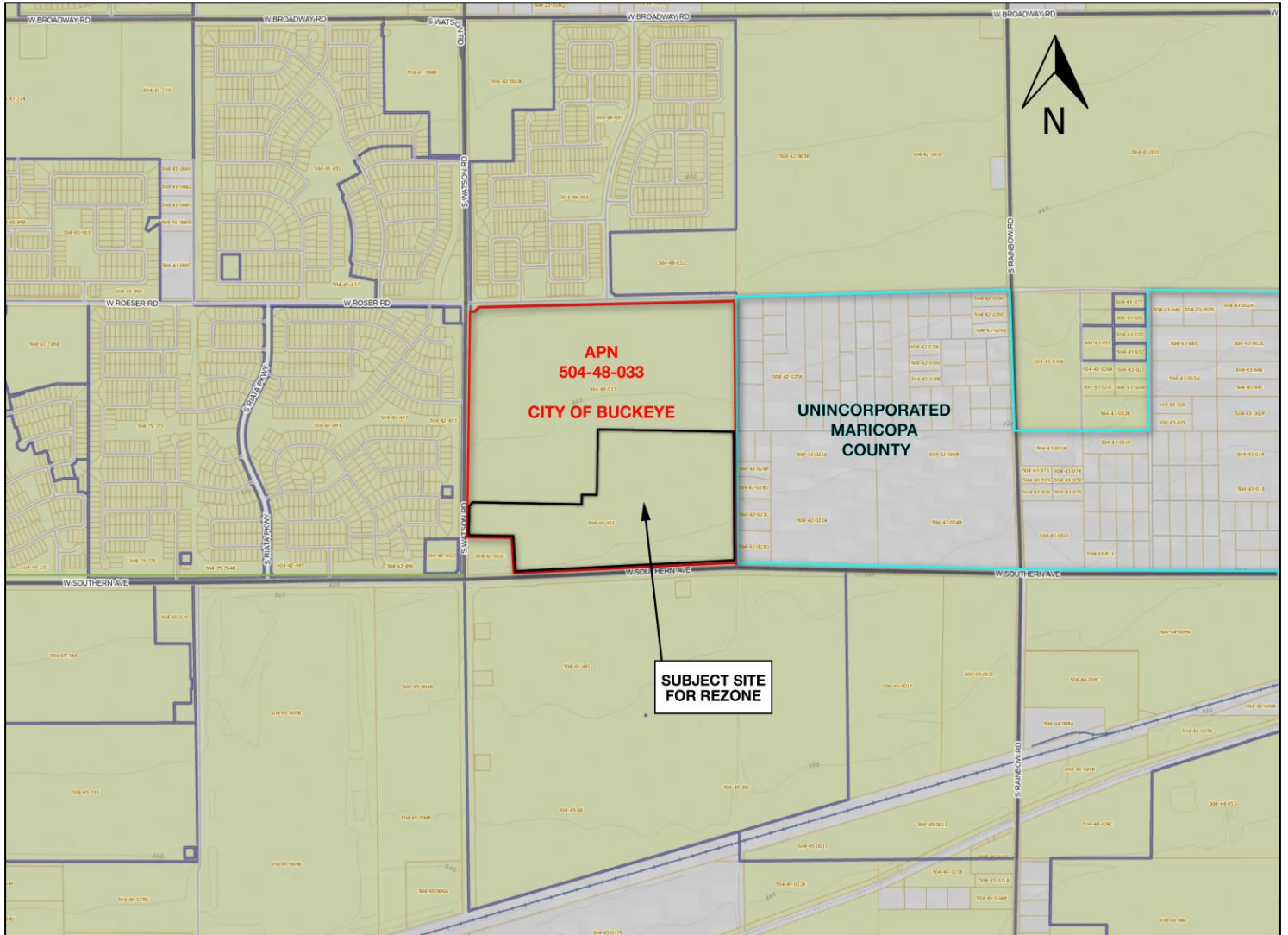


EXHIBIT B

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	WKIRKPATRICK@MSN.COM	623-386-2734
Wolinda Kirkpatrick	23042 W. Southern Ave	WolindaKirkpatrick@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.Bress@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

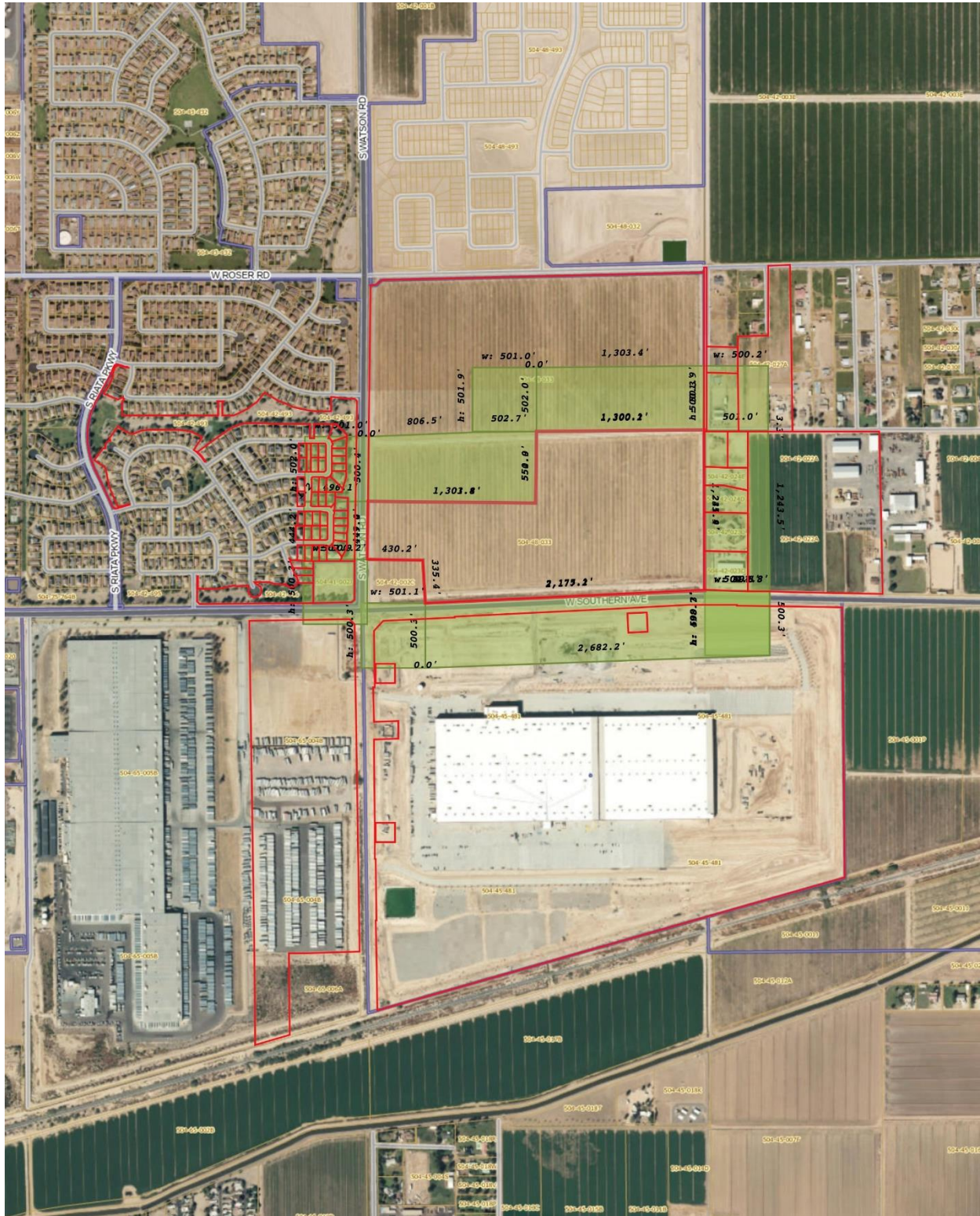
JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of 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
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MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500' Buffer Map



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

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 4th day of February, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

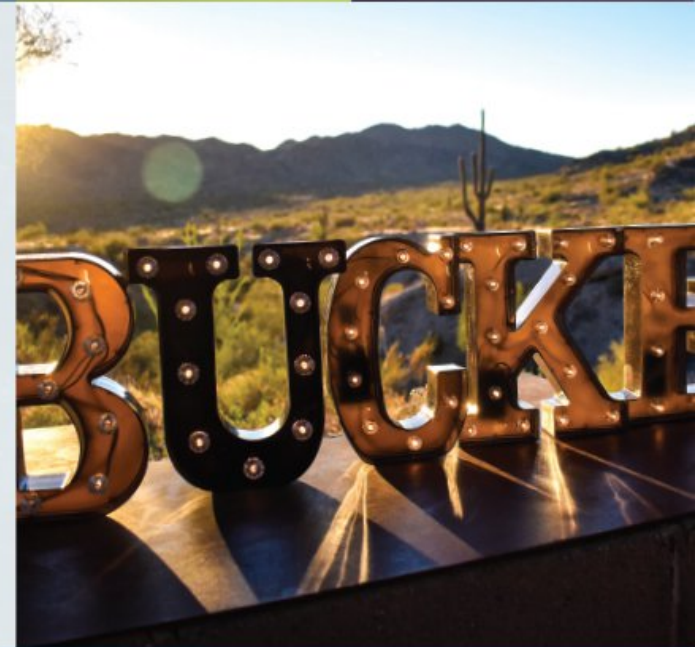
APPROVED AS TO FORM:

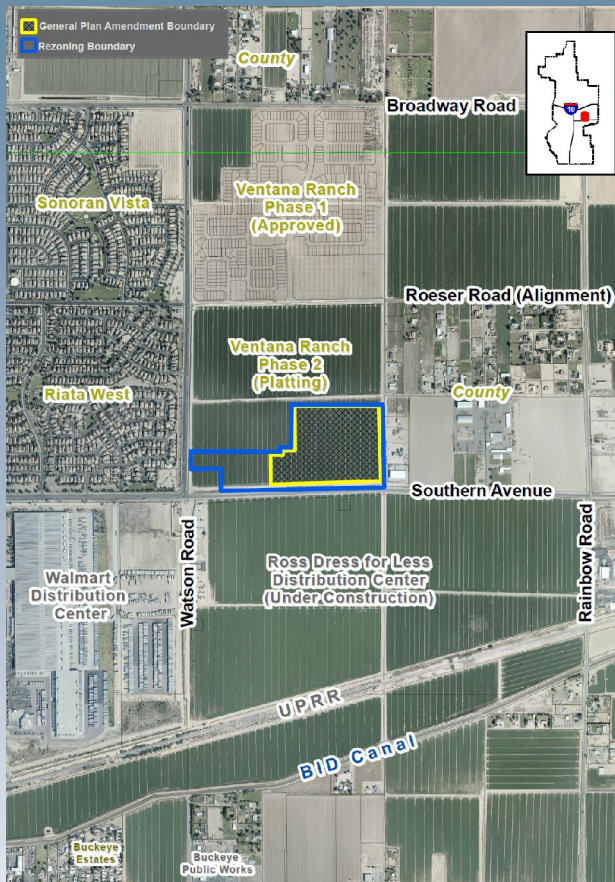
K. Scott McCoy, City Attorney

Ventana Ranch 2

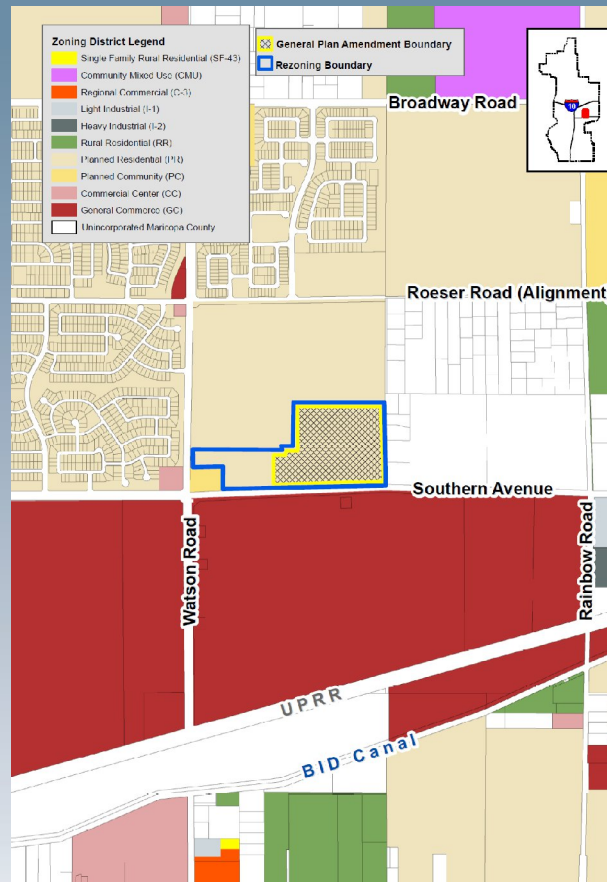
Minor General Plan Amendment and Rezoning

City Council Meeting
February 4, 2025 (Continued from January 21, 2025)
Cases PLZU-24-0001 and PLZZ-24-0002

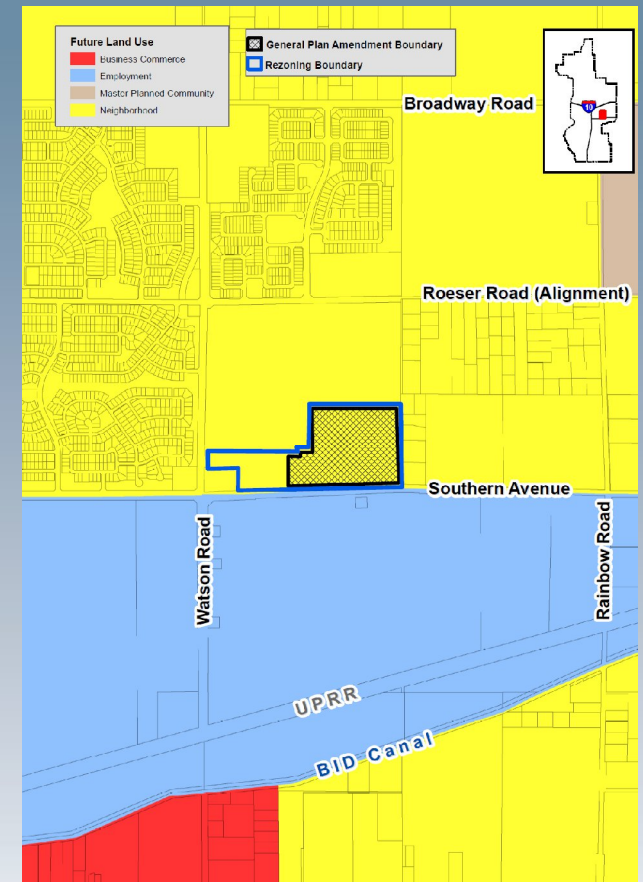




Aerial



Zoning Map

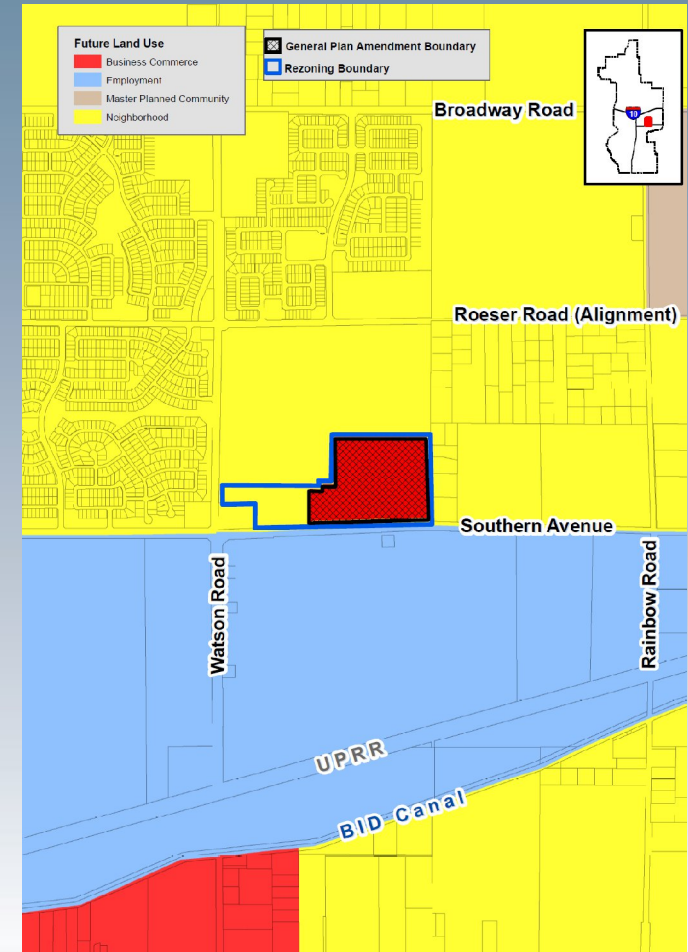


Existing General Plan LU Map



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?



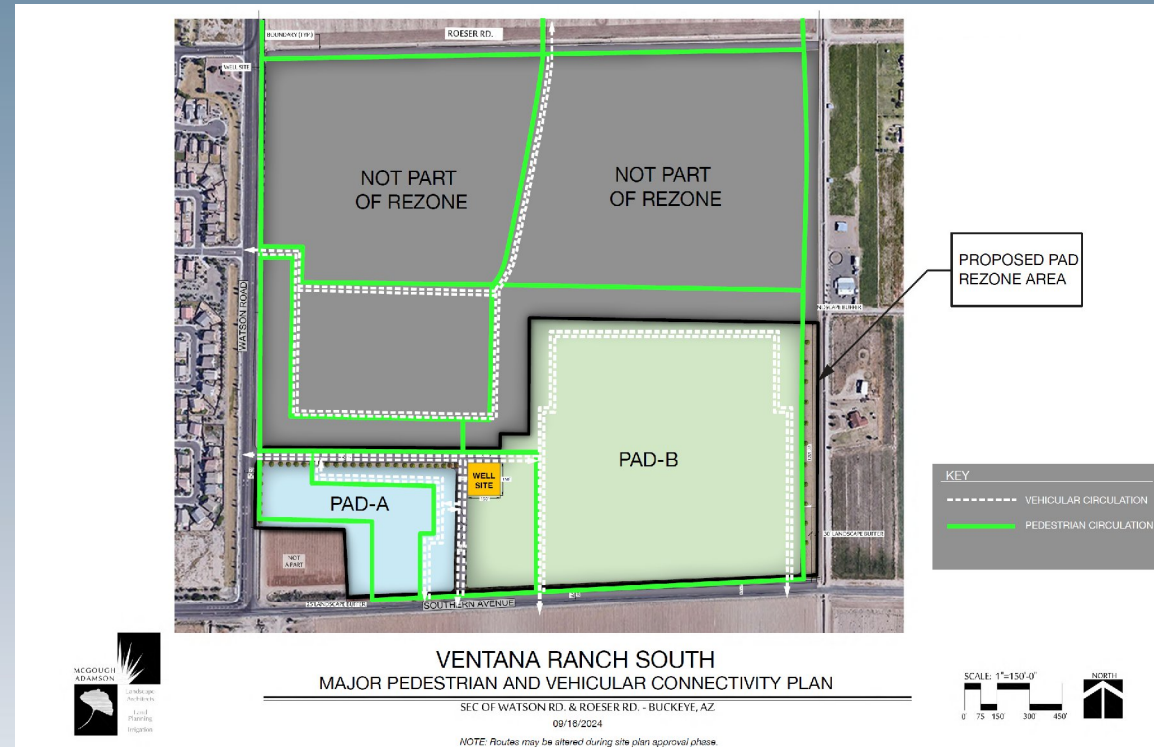
Request #2 – Rezone to Planned Area Development

- 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 (p)

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: 02/04/25	AGENDA ITEM: 5.D. DS - PH - Ventana Ranch 2 Rezoning to Planned Area Development (PAD)
DATE PREPARED: 01/30/25	DISTRICT NO.: No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	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 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 February 4, 2025 Council agenda at the January 21, 2025 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:

See Planning Item Financial Impact Statement, below.

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_2-4-25.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
Ventana Ranch 2 GPA & Rezone - Council PPT 2-4-25.pptx



REZONE

Report to the Mayor and City Council

CASE NUMBER: PLZZ-24-0002
TITLE: Ventana Ranch 2 (South) Rezoning
MEETING DATE: February 4, 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 February 4, 2025 Council agenda at the January 21, 2025 meeting.

Recommendation: Adoption of Ordinance No. 01-25, approving Case PLZZ-24-0002, subject to conditions (a) through (r)

PROJECT DESCRIPTION:

1. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits E and F). The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.
2. The proposed PAD structure divides the property into two distinct subareas, as follows:
 - a. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested.
 - b. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.
3. A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

AREA CONTEXT:

4. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

5. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500-foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit G.
6. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
7. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit H to this staff report.

8. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
9. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

10. *October 2000*: The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
11. *September 2005*: The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
12. *October 8, 2024*: The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.
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.
15. *January 21, 2025*: The item was continued to the February 4, 2025 Council meeting at the request of the applicant.

ANALYSIS:

Conformance with the General Plan:

16. 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.

17. 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.
18. 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:

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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:

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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:

30. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 01-25, 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 (r), 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).

Water Conditions – Site Specific

- q) Prior to final plat 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) Currently, permitted capacity, as determined by the Arizona Department of Water Resources (ADWR), of the drinking water well being constructed by the development is 862 acre-feet a year (AFY). Prior to building permit issuance in the Ventana Ranch South Planned Area Development, Property owner/developer and City shall work collaboratively to petition ADWR to increase the permitted pumping limit of the well.

ATTACHMENTS:

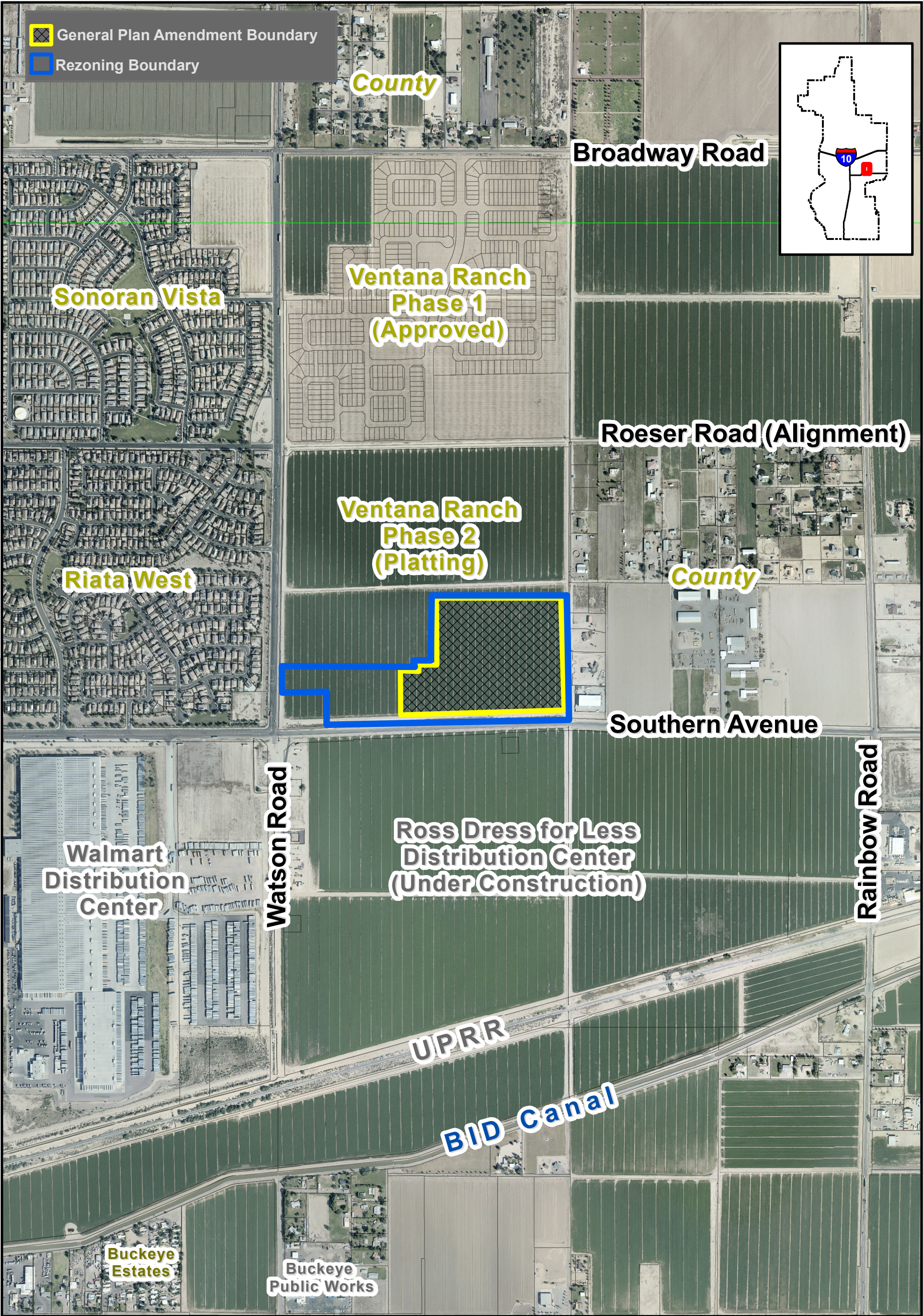
- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Map
- Exhibit C – Existing General Plan Land Use Map
- Exhibit D – Proposed General Plan Land Use Map
- Exhibit E – PAD Rezoning Narrative
- Exhibit F – PAD Standards and Guidelines
- Exhibit G – Citizen Participation Report
- Exhibit H – Written Opposition and Support

Prepared By:

Ken Galica, Planning Manager

Reviewed By:

Adam Copeland, Deputy Director of Planning

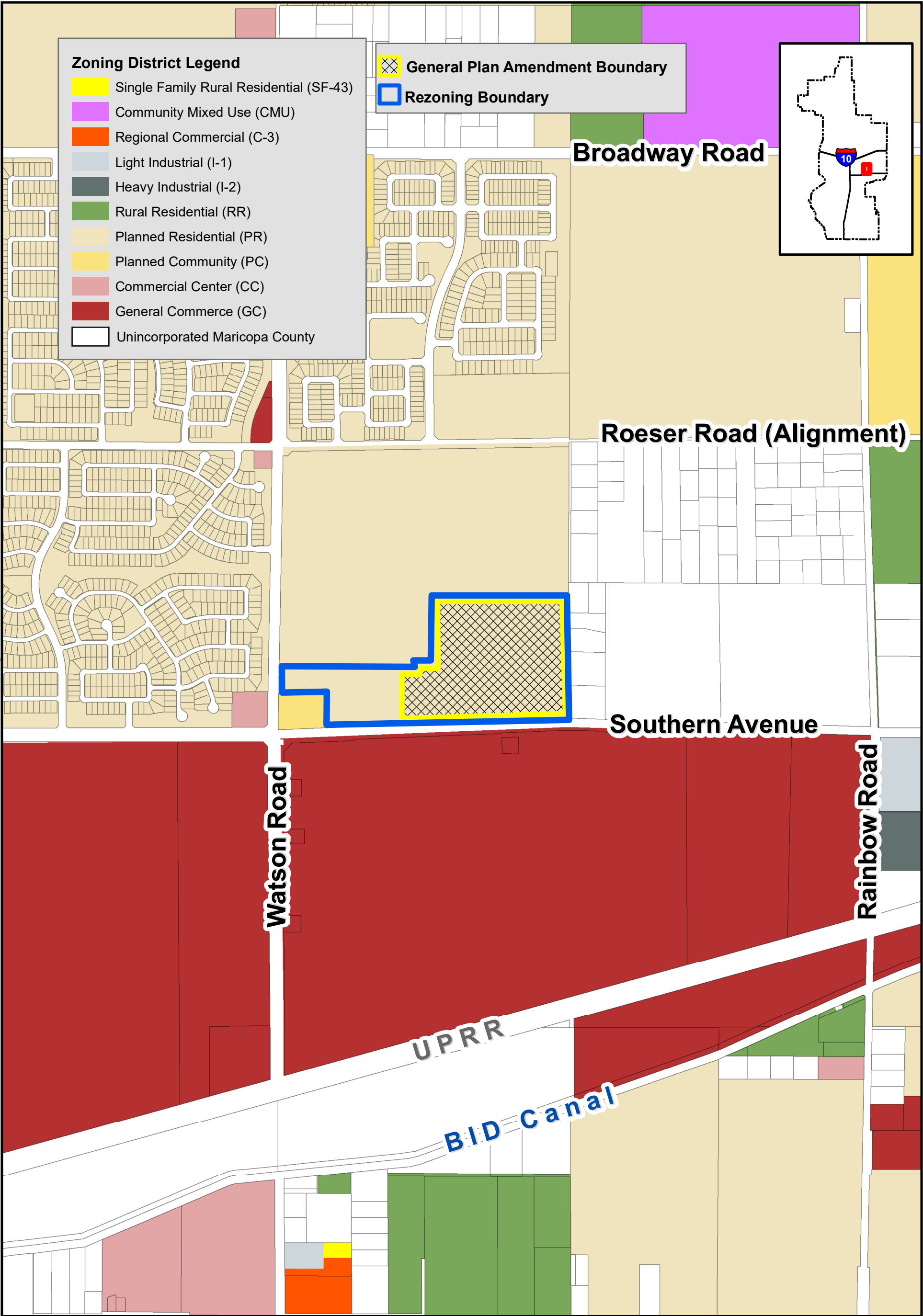


VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning
City Council District #2

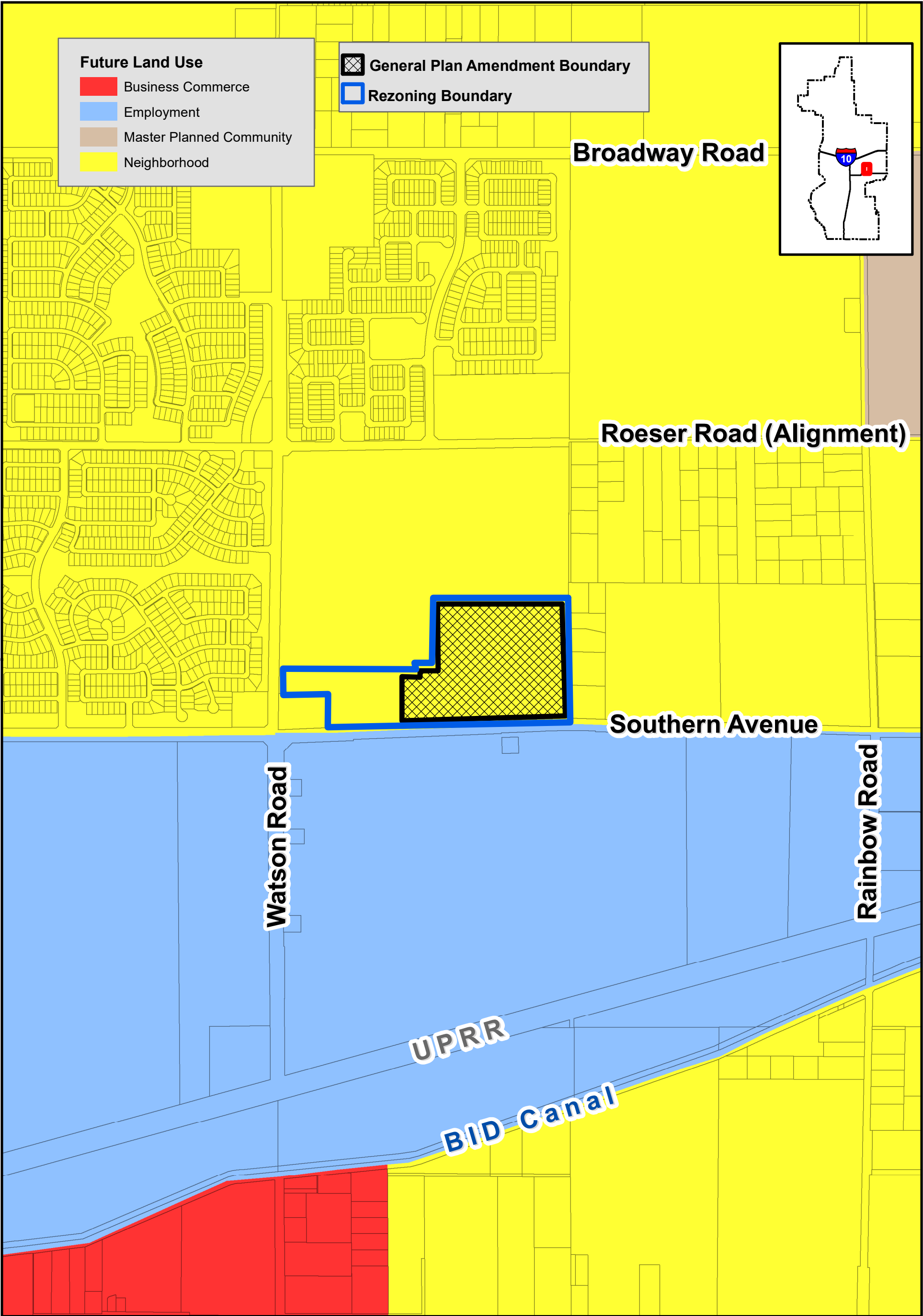




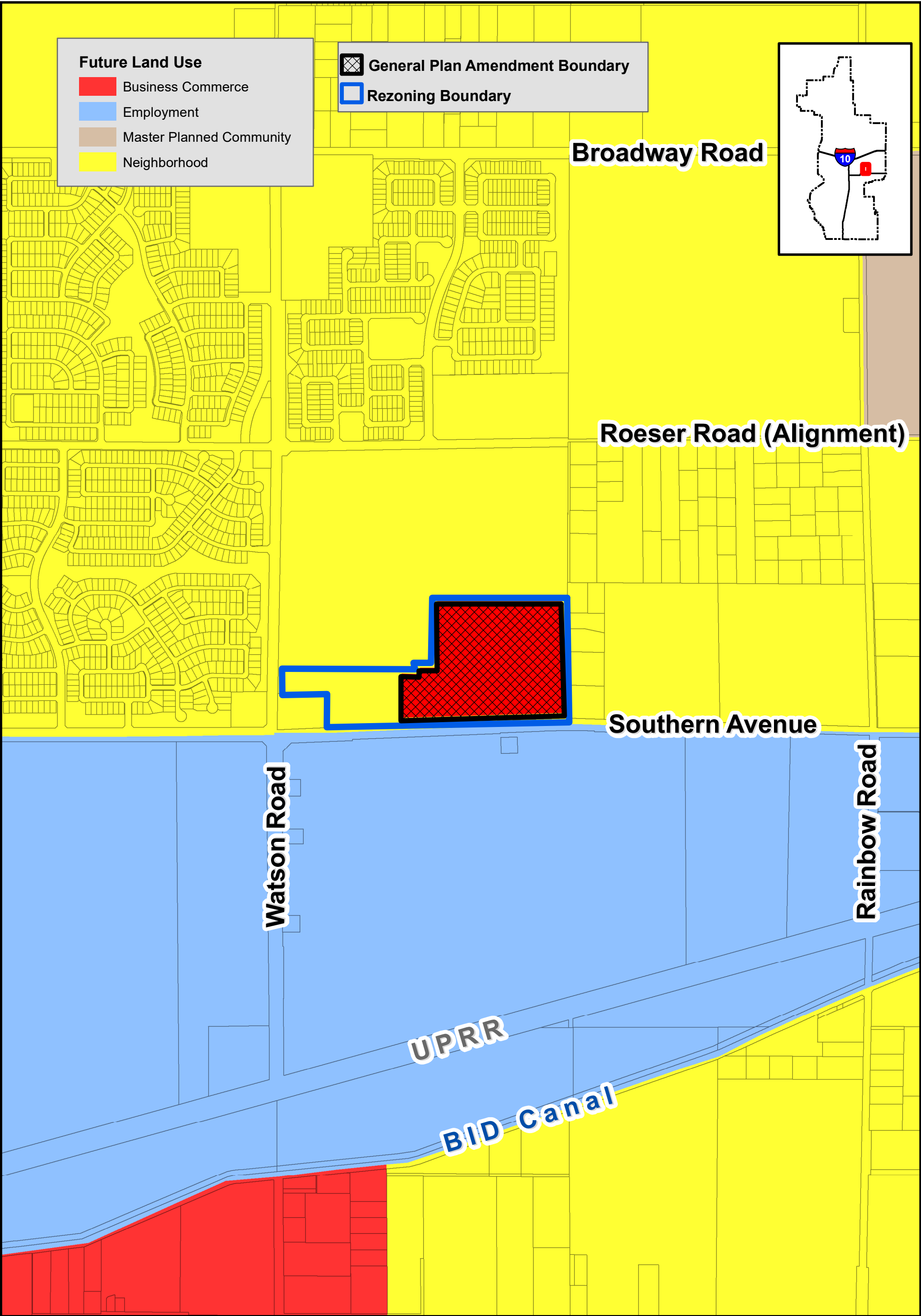
ZONING MAP

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

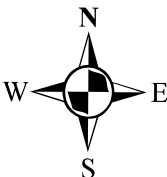


BUCKEYE, AZ

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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Exhibit B – Context Aerial Map
Exhibit C – General Plan Land Use Map
Exhibit D – Proposed General Plan Land Use 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)

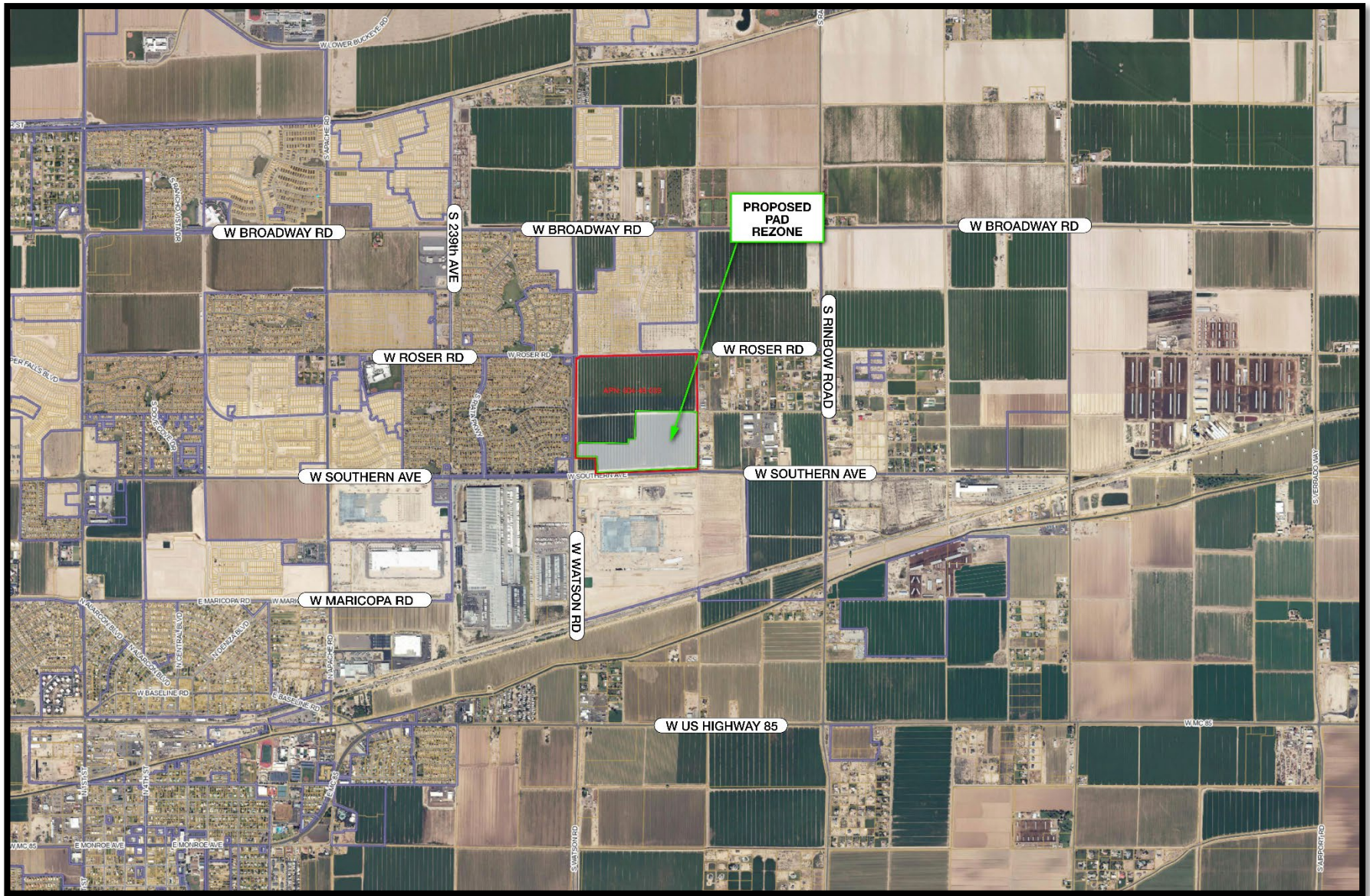


Exhibit A – Regional Context Aerial Map
 NEC of Southern & Watson

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)

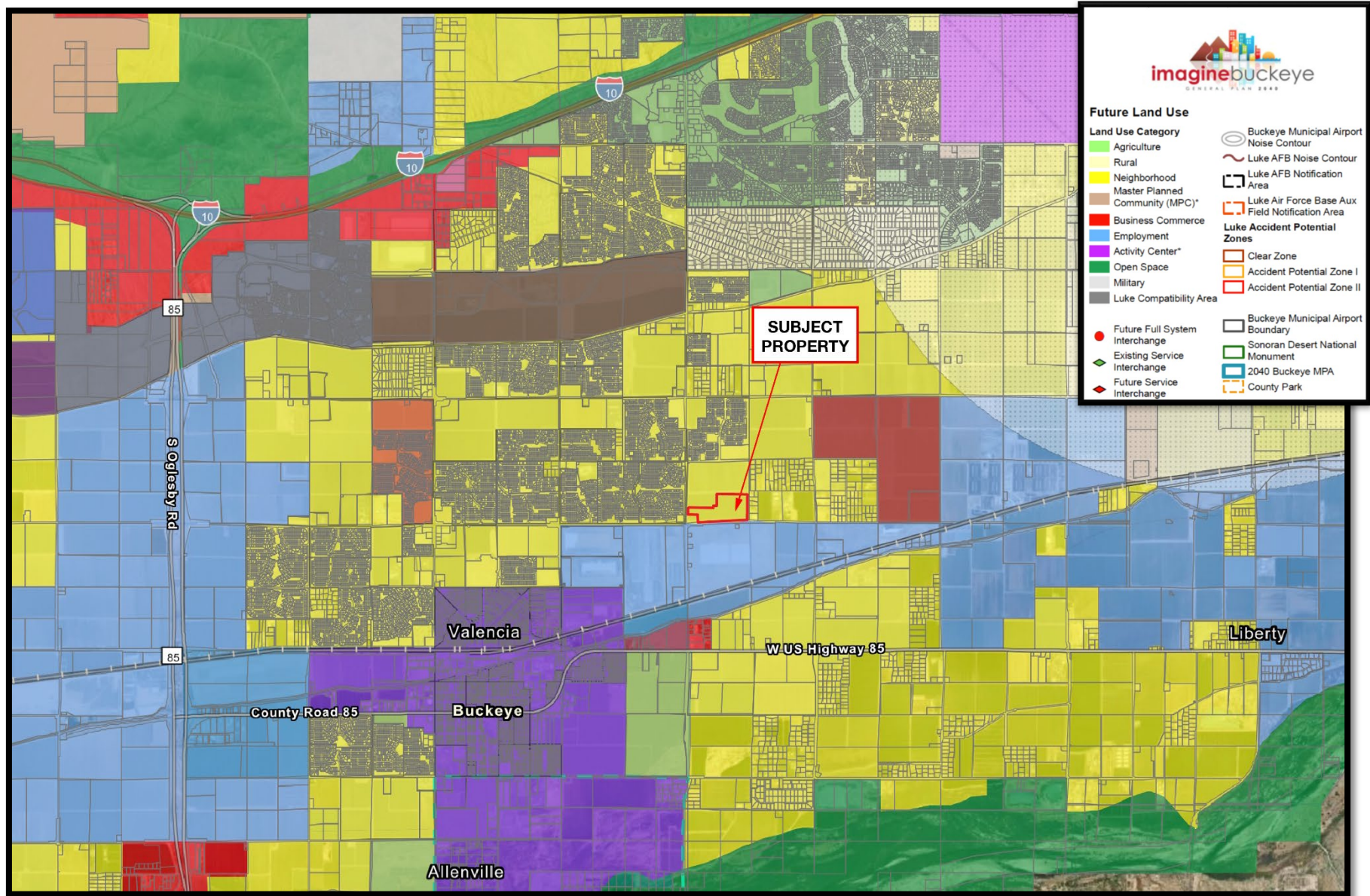


Exhibit C – Existing General Plan Land Use Map
 NEC of Southern & Watson

EXHIBIT D

Proposed General Plan Land Use Map

(on following page)

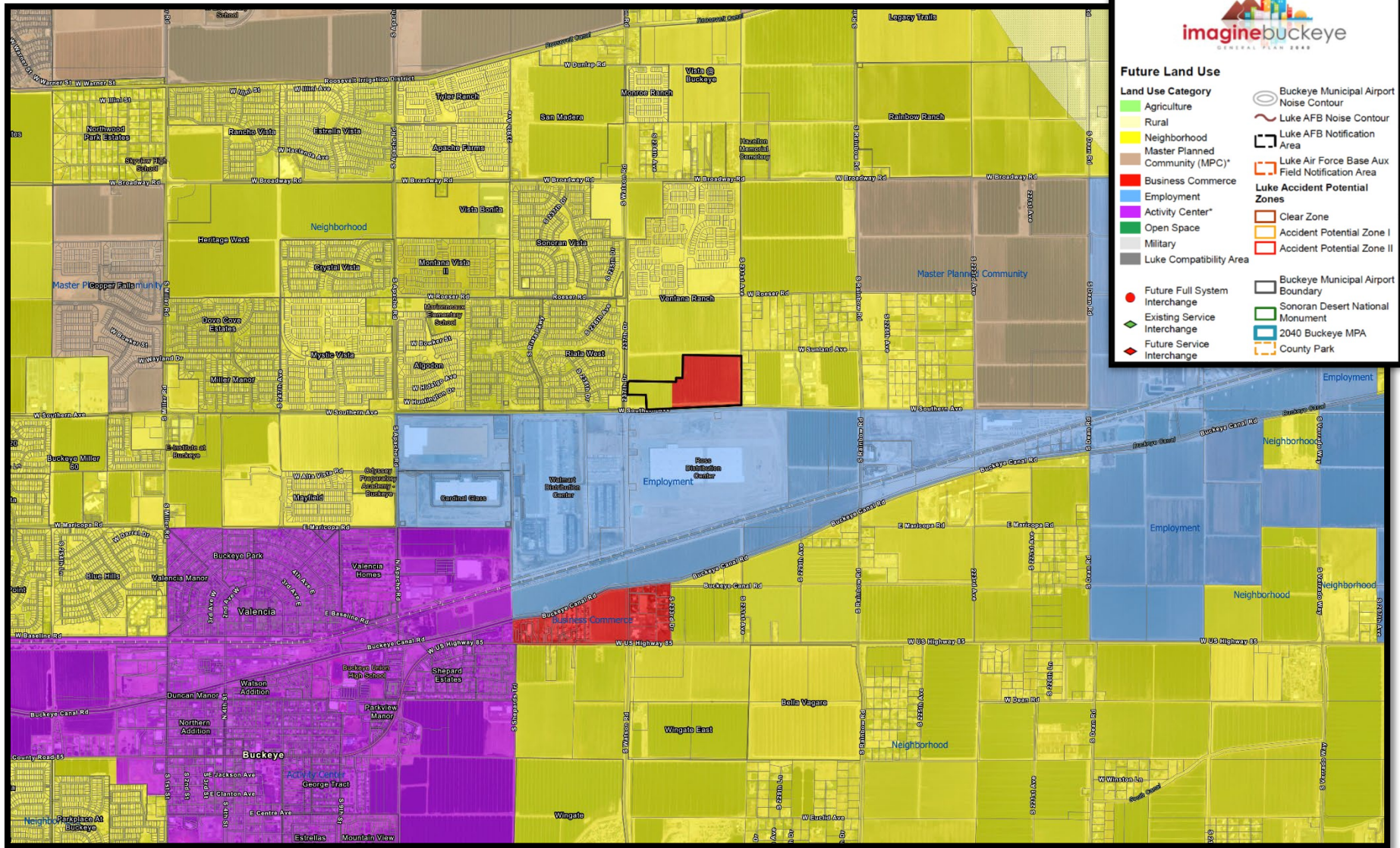


Exhibit D – Proposed Existing General Plan Land Use Map
NEC of Southern & Watson

EXHIBIT E
City of Buckeye Annexation Map
(on following page)

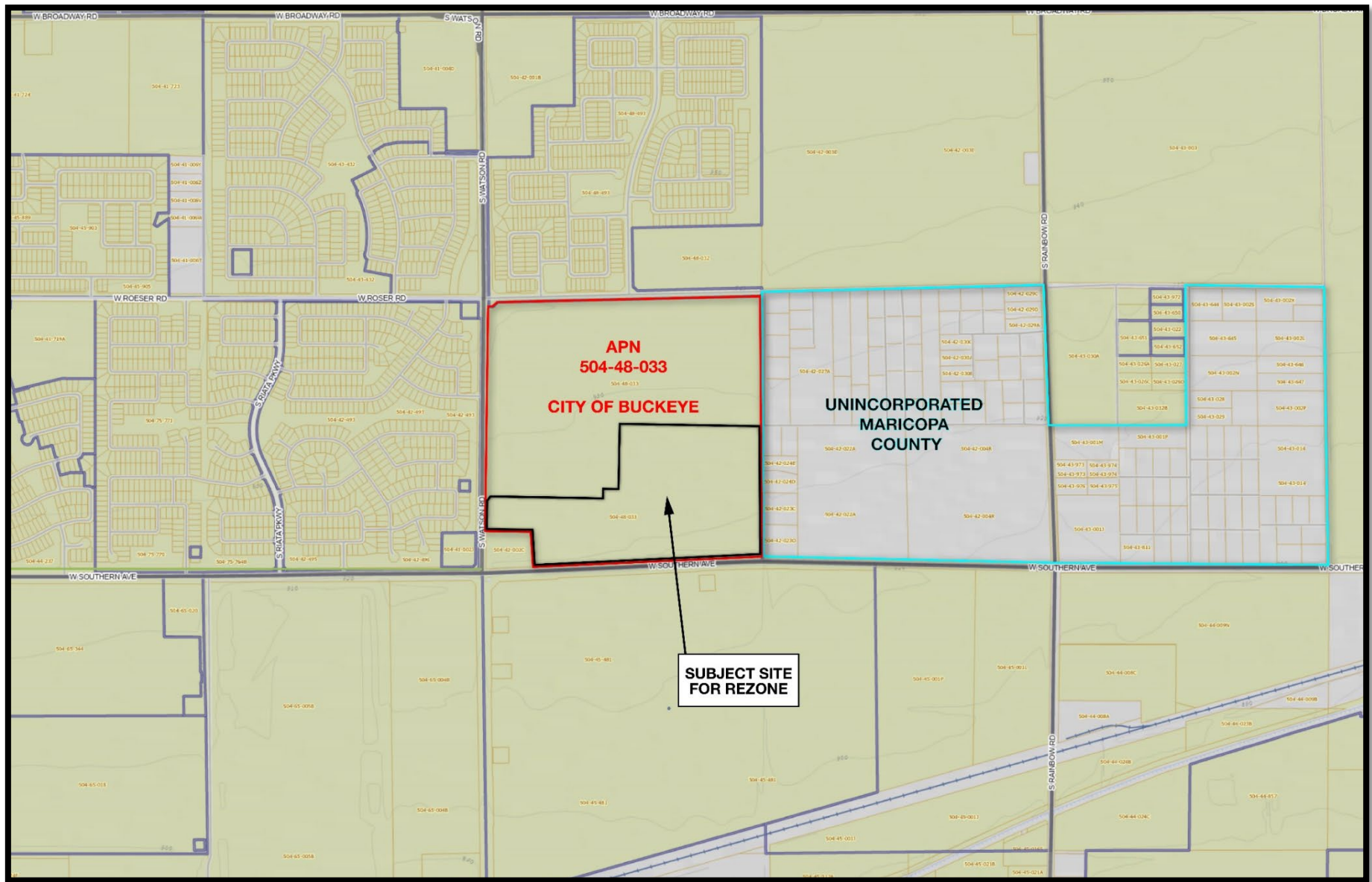
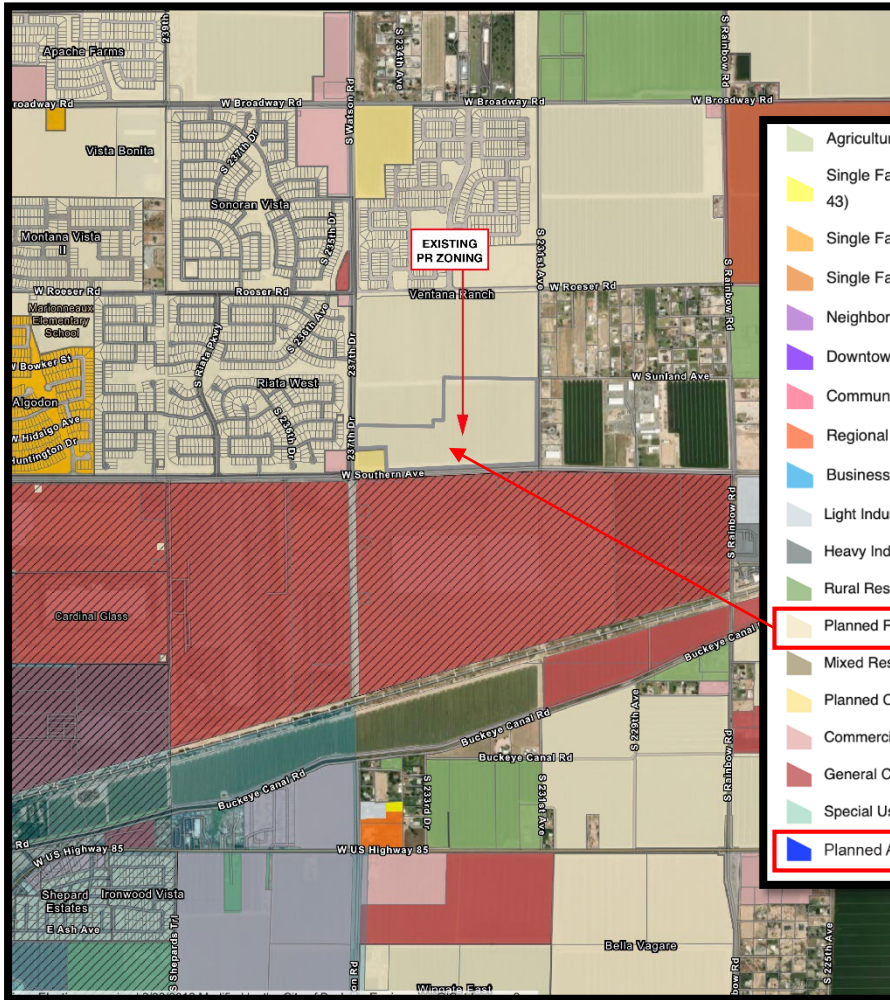


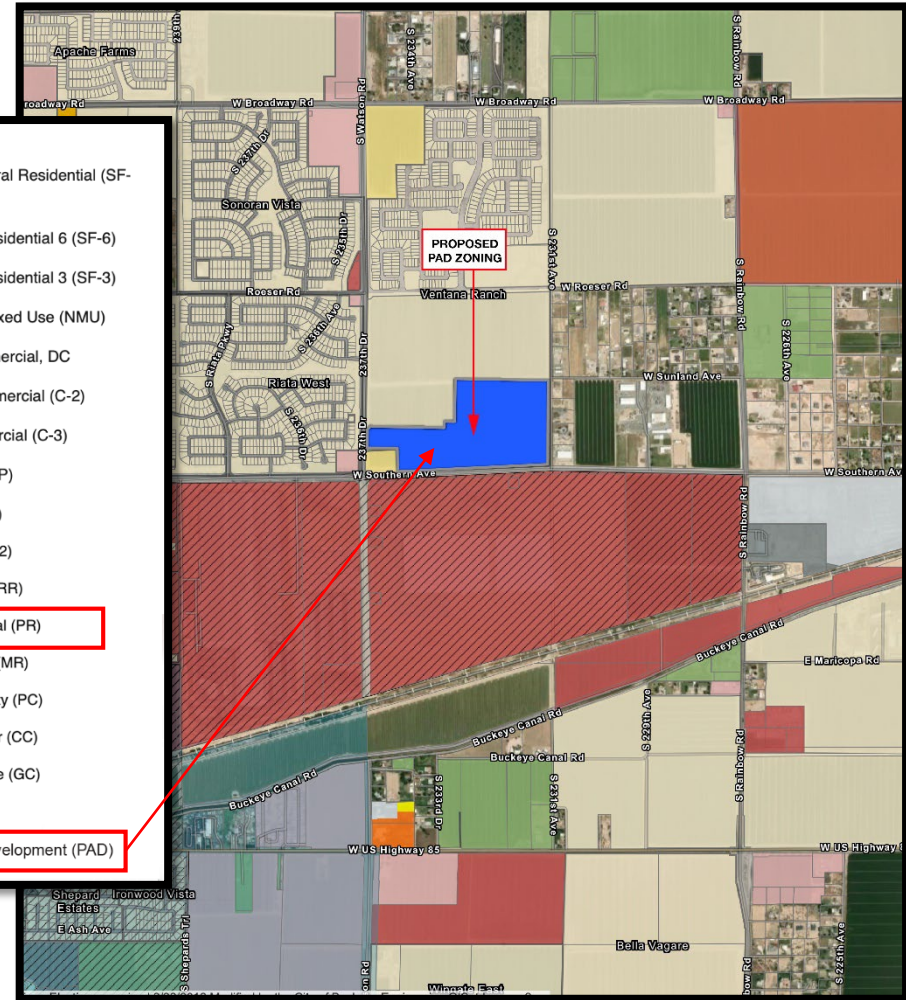
Exhibit E – Maricopa County Annexation Map
 NEC of Southern & Watson

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)



PAD ZONING AREA

TB **TIFFANY**
& BOS **346**
P.A.

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)



TB **TIFFANY**
& BOS **352**
PA.

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

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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;

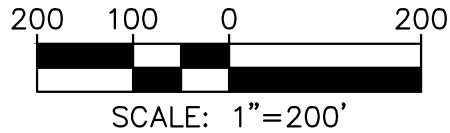
THENCE SOUTH 89°00'30" EAST, 1325.00 FEET;

THENCE SOUTH 0°14'24" WEST, 1201.03 FEET;

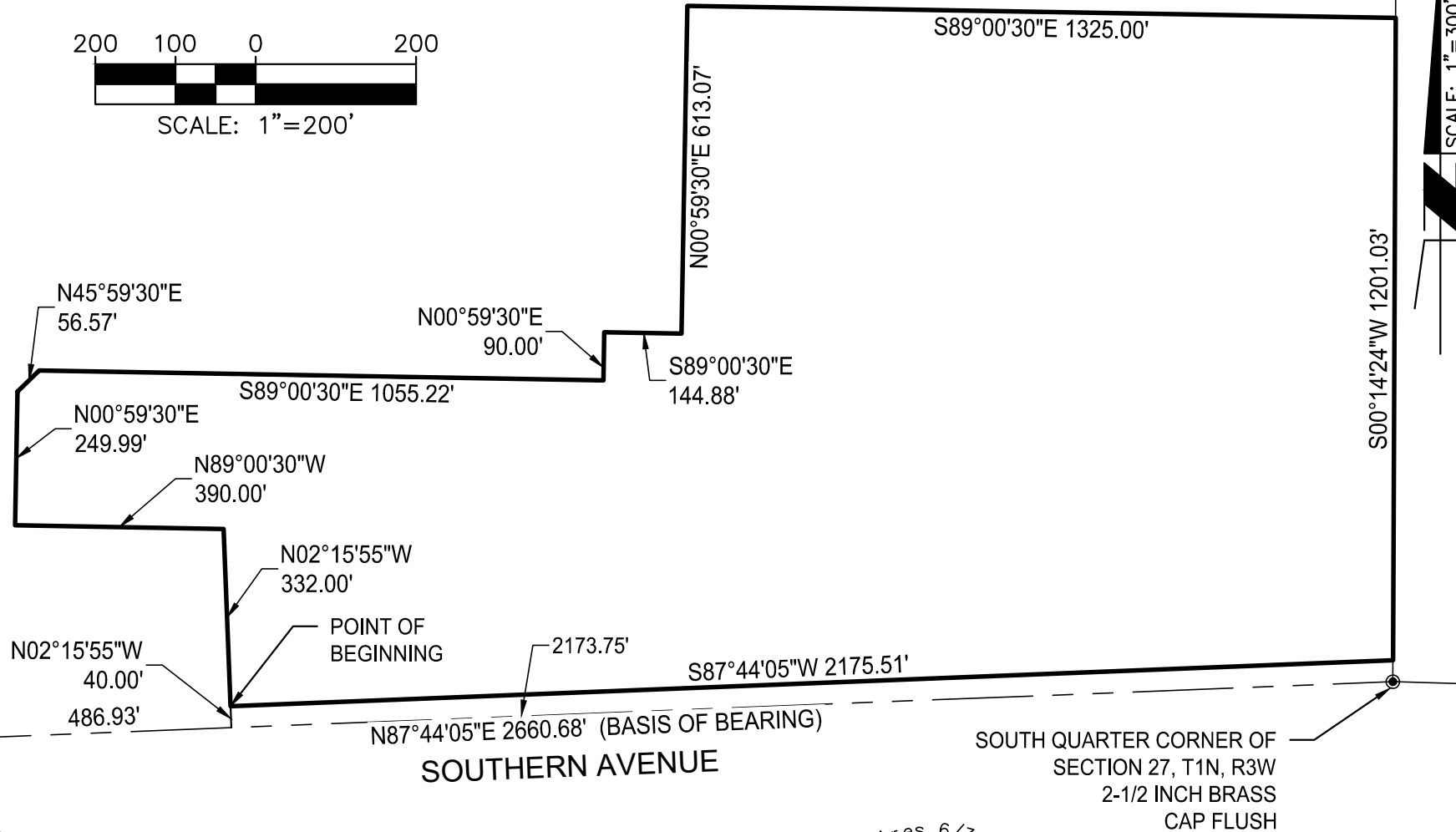
THENCE SOUTH 87°44'05" WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

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

SOUTH QUARTER CORNER OF
SECTION 27, T1N, R3W
2-1/2 INCH BRASS
CAP FLUSH

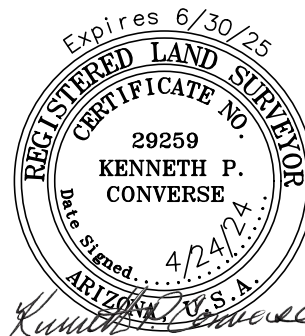


EXHIBIT C

“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*.

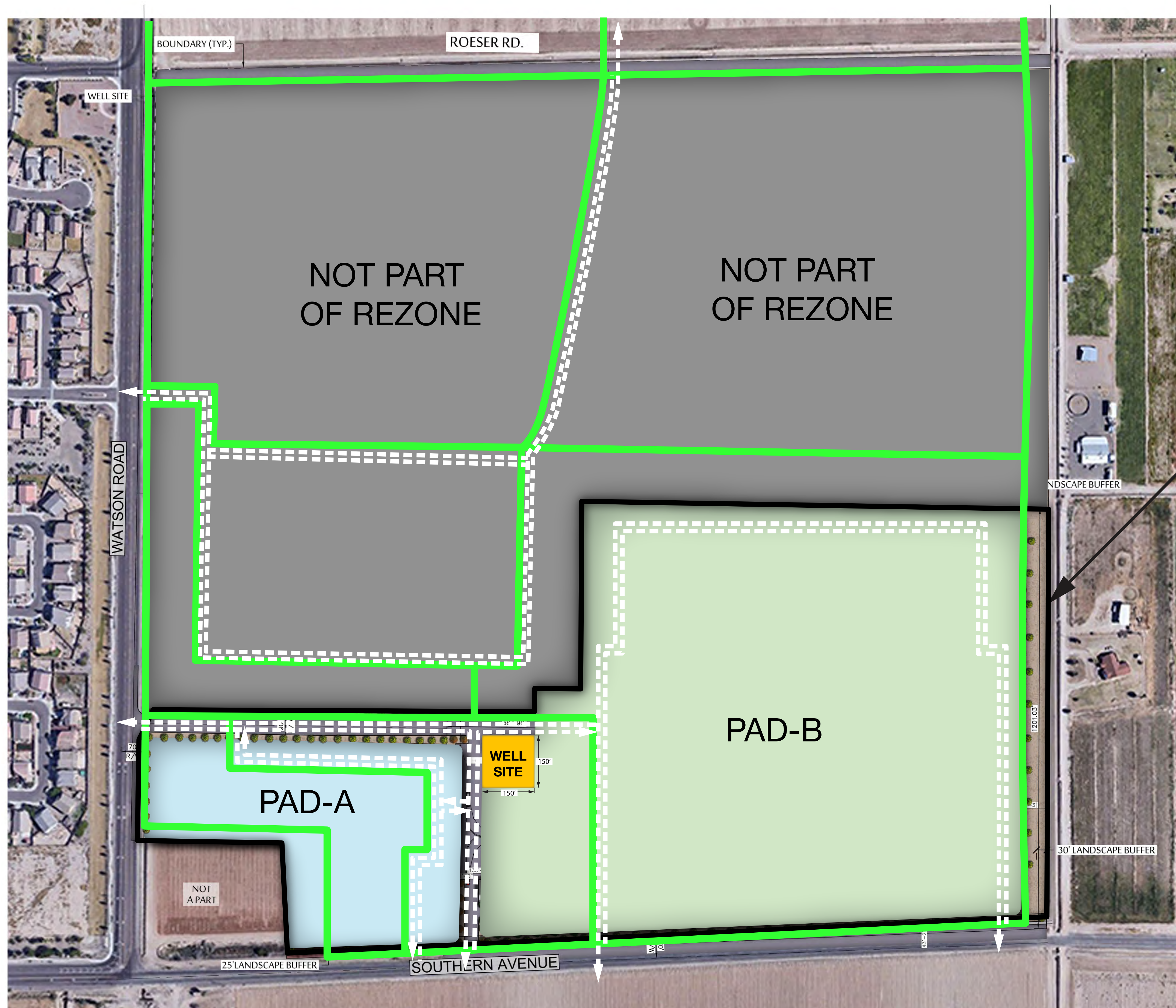
3.1.1. Explanation of Table Abbreviations.

- 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

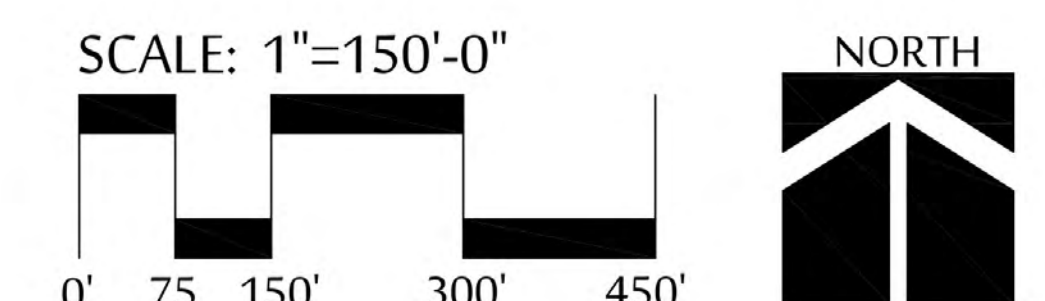


VENTANA RANCH SOUTH MAJOR PEDESTRIAN AND VEHICULAR CONNECTIVITY PLAN

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

2



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
Kourtnei 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

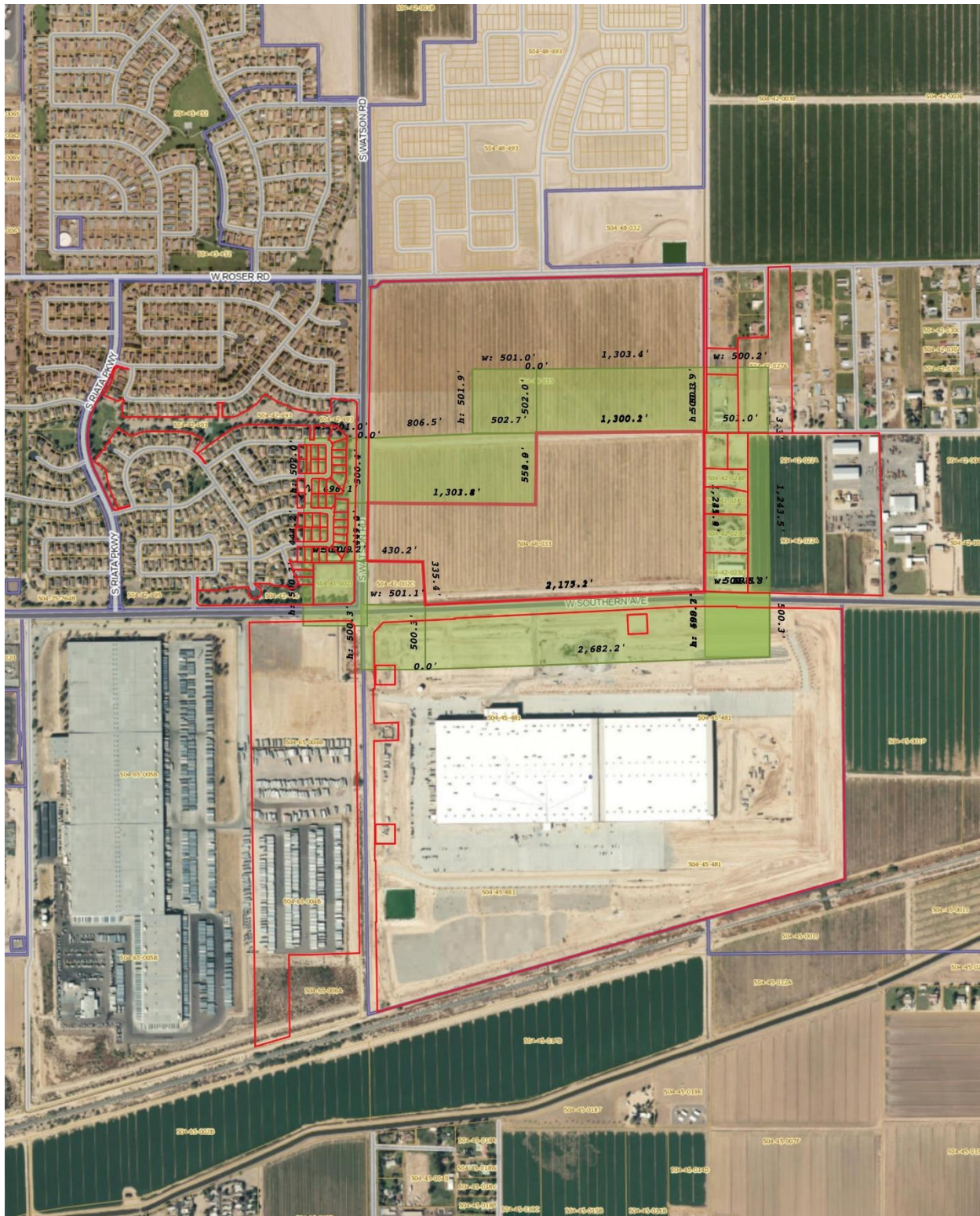
JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of 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,



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 4th day of February, 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

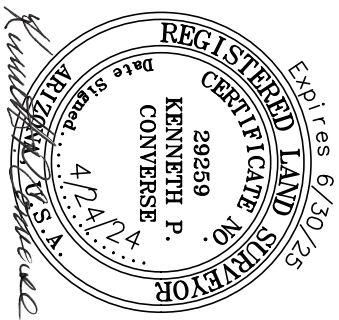
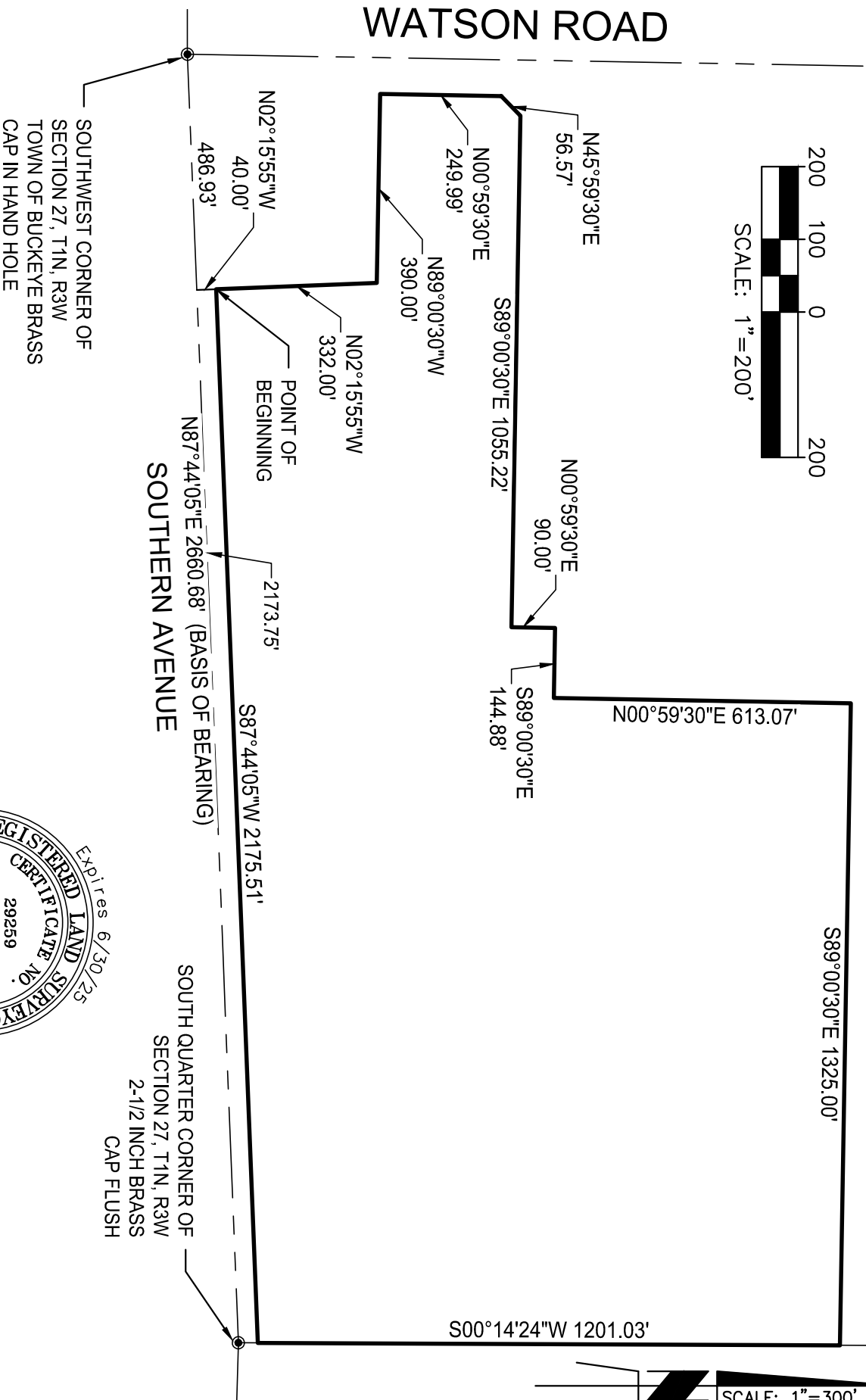
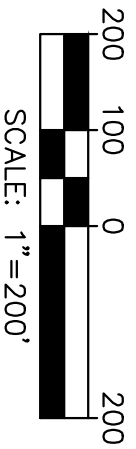


EXHIBIT C

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.

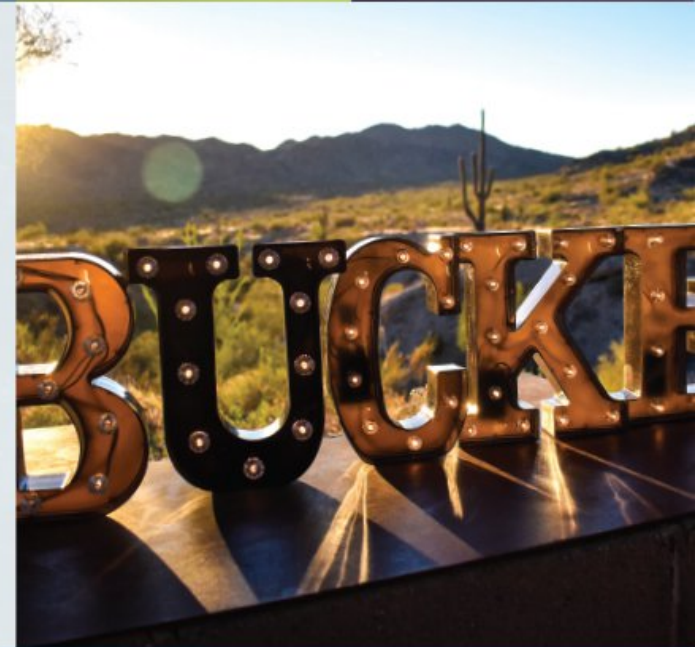
Ventana Ranch 2

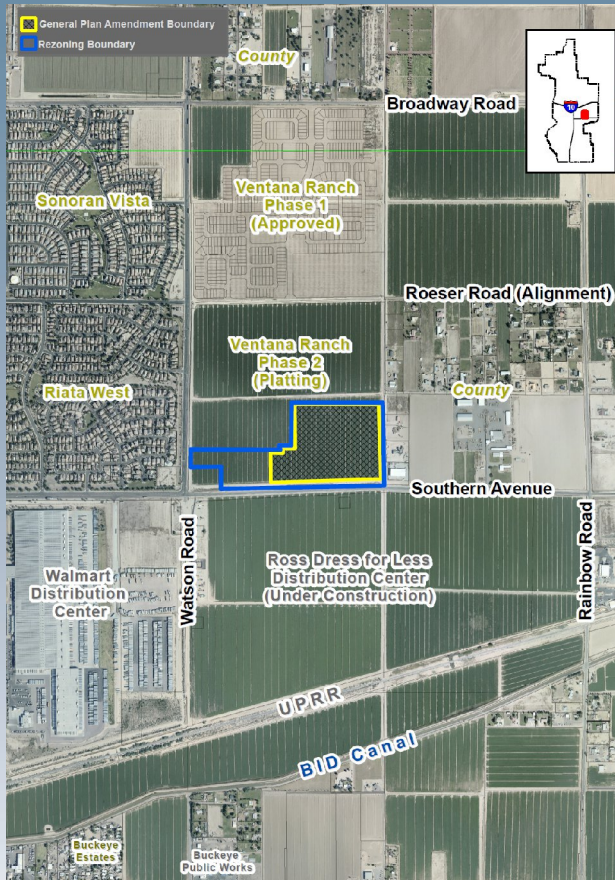
Minor General Plan Amendment and Rezoning

City Council Meeting

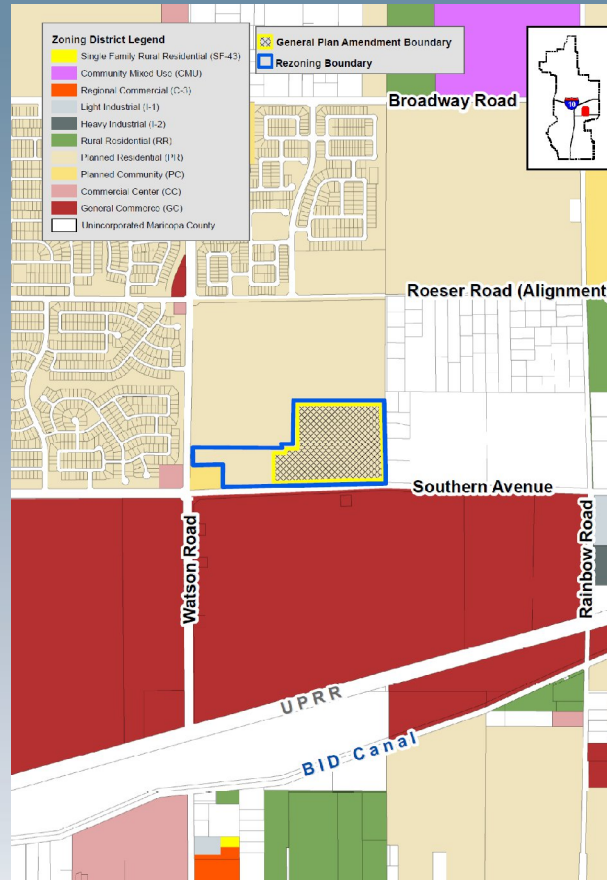
February 4, 2025 (Continued from January 21, 2025)

Cases PLZU-24-0001 and PLZZ-24-0002

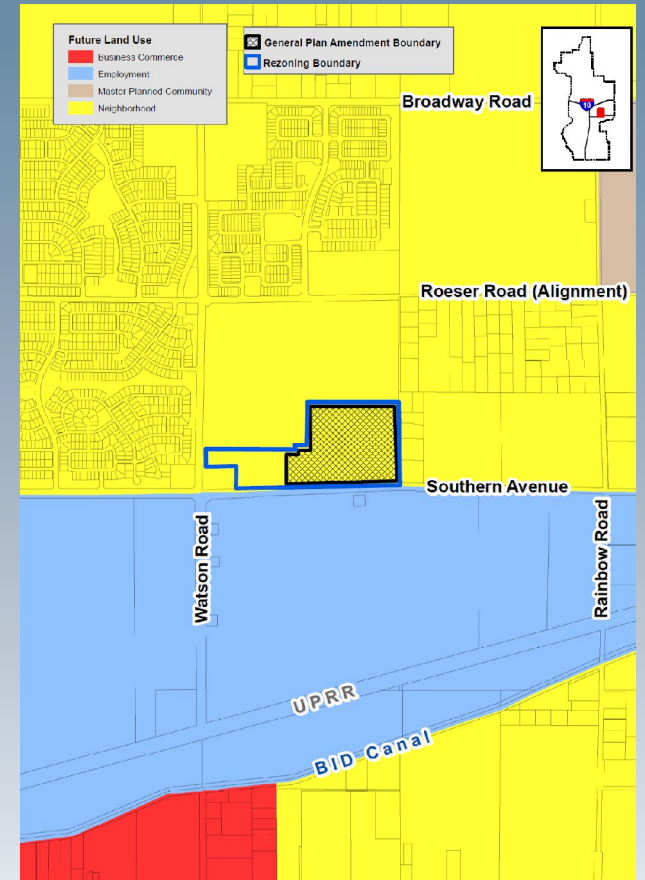




Aerial



Zoning Map

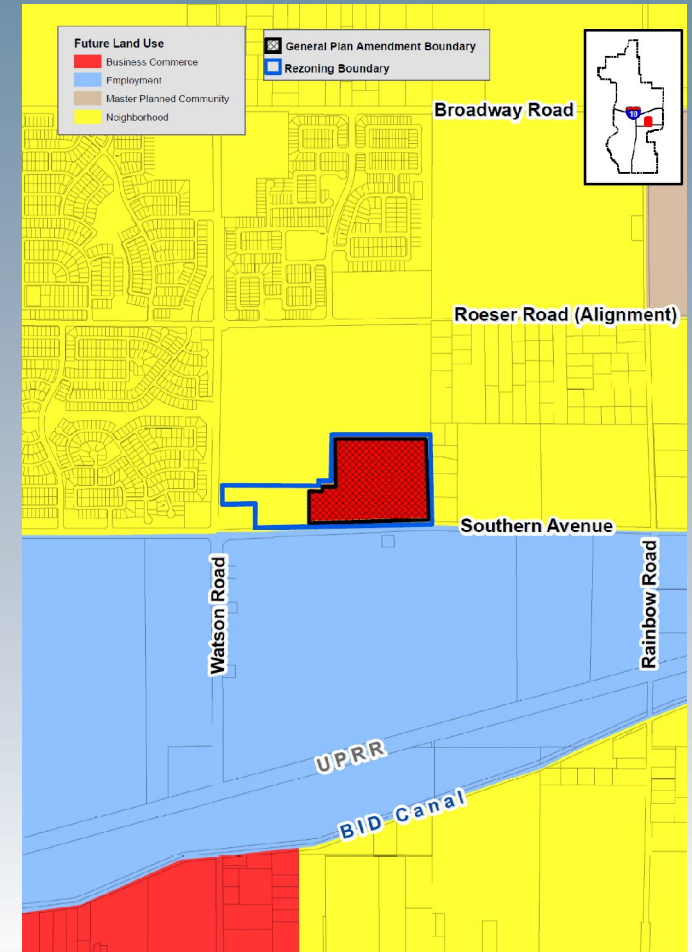


Existing General Plan LU Map



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?



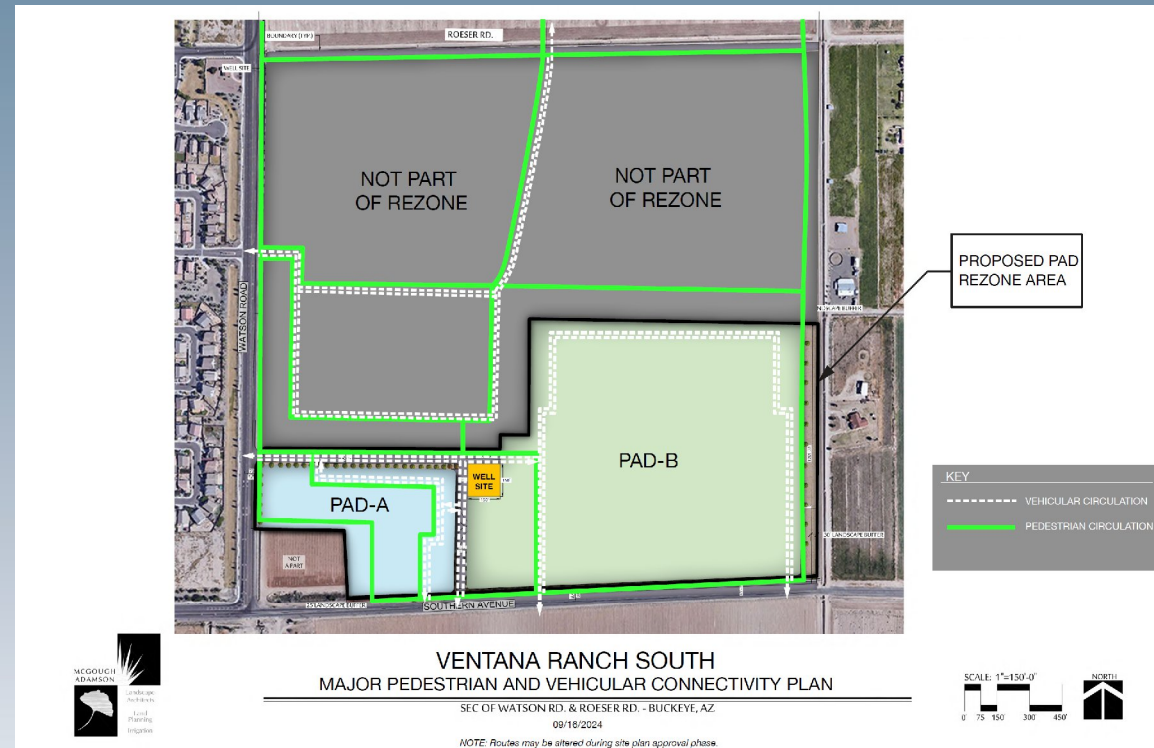
Request #2 – Rezone to Planned Area Development

- 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 (p)

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: 02/04/25	AGENDA ITEM: 5.E. PW - Resolution No. 01-25 Solid Waste Service Fees
DATE PREPARED: 01/30/25	DISTRICT NO.:
STAFF LIAISON: Amy Murray, Interim Public Works Director, amurray@buckeyeaz.gov, (623) 349-6800	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 01-25 adopting fees for solid waste services pursuant to Arizona Revised Statutes § 499.15; providing for repeal of conflicting resolutions; and providing for severability.

SUMMARY

PROJECT DESCRIPTION:

Adoption of Resolution No. 01-25 will establish a multi-year fee schedule for solid waste collection and disposal services for the City. The proposed solid waste rates will be effective March 6, 2025, with additional rate amendments scheduled to be billed in December of each year. Benefits of adopting a fee schedule allows citizens to anticipate rates charged during specific periods of time and allows the City to accurately and properly charge fees to consumers, ensuring accurate and responsible cash flow to allow the City to provide solid waste collection and disposal services accordingly. The Solid Waste Enterprise Fund is currently not meeting the City's council approved financial policies of having a 60-day operational reserve and absent a rate adjustment will require a General Fund subsidy beginning with Fiscal Year 2026. This subsidy would increase each year absent this rate adjustment.

Establishing a fee schedule for the collection and disposal of solid waste within the City of Buckeye. Monthly solid waste rates effective March 6, 2025 (for Fiscal Year 2024-2025):

Single Family (96-gallon) -- \$25.53;
 Single Family Vacation Hold (96-gallon) -- \$19.85;
 Each Additional Trash Cart (96-gallon) -- \$14.68;
 Each Additional Recycling Cart (96-gallon) -- \$14.68;
 Single Family (In-Ground Service) -- \$41.35;
 Vacation Hold (In-Ground Service) -- \$27.85;
 Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon) NOT due to normal wear and tear - \$30.00; and
 Cart Swap (beyond 30 days new-customer grace period (96-gallon) -- \$30.00.

See "Residential Solid Waste Rate Chart" for rates in future years. The rates provided become effective December of each year noted. Rates will be adjusted in March 2025 and then in December of each year beginning with 2026 with the final adjustment under this rate plan effective December of 2030.

BENEFITS:

Benefits of adopting a fee schedule allow citizens to visualize rates charged during specific periods of time and the City to accurately and properly charge fees to customers as directed. This ensures accurate and responsible cash flow to allow the provision of solid waste collection and disposal services accordingly. Current Solid Waste Rates do not meet the annual cost of providing this service. Adoption of rates which cover the cost of providing this service ensure that those who benefit from the service are

paying for the service. The rate structure set forth in Resolution No. 01-25 provides the Solid Waste Enterprise Fund the monies necessary to support operations and work towards a 60-day operational reserve over the term of the rate proposal. The 7-year solid waste contract between the City and Allied Waste dba Republic Services became effective December 1, 2024.

FUTURE ACTION:

No future council action will be required. Implementation of the fee structure by City staff will begin with billing cycles starting March 6, 2025.

FINANCIAL IMPACT STATEMENT:

Implementation of proposed rate schedule will maintain the solid waste service as a self-sustaining service.

CURRENT FISCAL YEAR TOTAL COST:

The FY2025 Solid Waste Budget is \$14.0 million

BUDGETED:

Yes

FISCAL YEAR:

FY2025

FUND/DEPARTMENT:

Solid Waste 40053205

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

ATTACHMENTS:

[Notice of Intent 1.17.25.pdf](#)

[Solid Waste Rate Increase Plan - Report and Schedule.pdf](#)

[Residential Solid Waste Rate Chart for CAR.pdf](#)

[Residential Solid Waste Rate Presentation.pptx](#)

[2025-0127 - RESOLUTION NO 01-25 \(smf\)\(798.1\).pdf](#)

CITY OF BUCKEYE, ARIZONA

PUBLIC NOTICE

NOTICE OF INTENT TO ESTABLISH FEES – SOLID WASTE

In accordance with A.R.S § 9-499.15, the City of Buckeye, Arizona hereby gives notice that the City Council will consider changing existing fees and establishing new fees related to the Solid Waste accounts of City of Buckeye customers (the "Proposed New Fees").

The fee schedule together with a report in support of the Proposed New Fees is available on the City of Buckeye website at the following link: <https://www.buckeyeaz.gov/government/city-clerk/public-notices>

The Regular City Council Meeting to consider the Proposed New Fees will be held on February 4, 2025, at 6:00 p.m. in the City Council Chambers, located at 530 East Monroe Avenue, Buckeye Arizona 85326.

IF APPROVED BY MAYOR AND COUNCIL, THE PROPOSED NEW FEES WILL BECOME EFFECTIVE MARCH 6, 2025.

Dated this 17TH day of January, 2025.

CITY OF BUCKEYE, ARIZONA

Lucinda J. Aja, City Clerk

Two (2) Attachments: The (1) *Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report* in support of the Proposed New Fees ("Report"), and (2) proposed schedule of fees ("Proposed Schedule of Fees"). Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) Report, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.



Municipal Solid Waste
Fee Schedule and Rate and Service Review Report

Public Works Department
Environmental Services Division
November 6, 2024

To remain compliance with the 60-day notice statutory requirement, an attempt was made to make minimal changes. A footnote was added to the January 17, 2025, Notice of Intent and the Proposed Fee Schedule.

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Part 1: Fee Schedule

The following are the proposed monthly Residential Solid Waste fees, and new fees for services from 2025 through 2031:

Residential Cost	February March 2025¹	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Additional Recycling Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Single Family (In-Ground Service)	\$44.60	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
Vacation Hold (In-Ground Service)	\$27.85	\$29.40	\$30.57	\$31.80	\$33.07	\$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

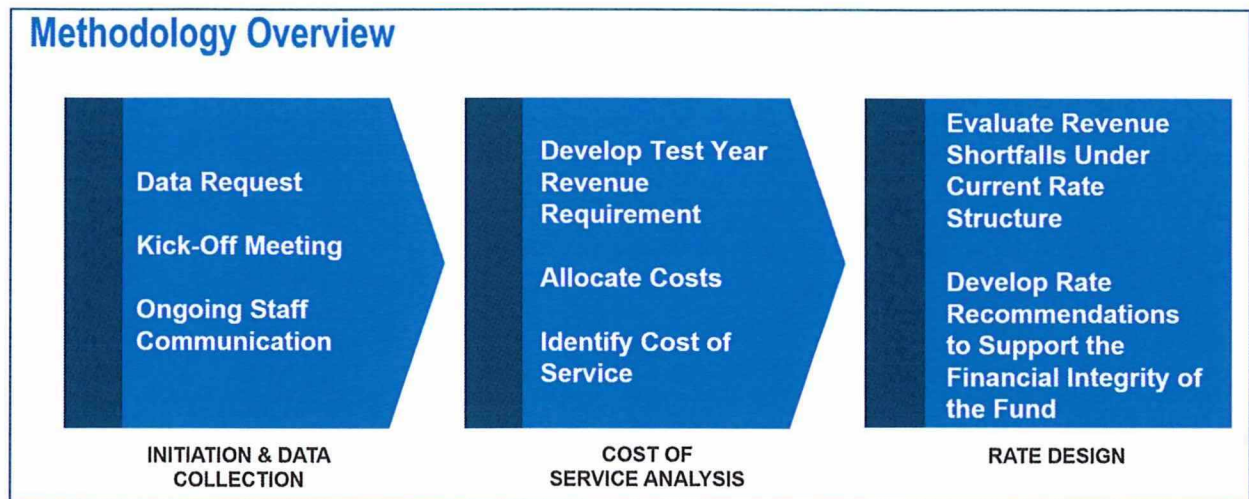
First rate increase is seen in March 2025, and will continue with increases each year starting in December 2026.

¹ Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.

Part 2: Operational Study and Analysis

Service Review and Rate Update

The City hired Burns and McDonnell to assist with a service evaluation including expected customer growth, future service demand, operational efficiency, and financial performance. The official document, CITY OF BUCKEYE SOLID WASTE FINANCIAL & OPERATIONAL STUDY, is still in draft form, pending acceptance of a new solid waste services agreement. That report will be completed by the end of the calendar year. This analysis, and market trends, and federal fund standards have provided significant cause for the city to move forward with updated rates. An analysis of service levels, and proposal for modernized services coincided with the end of the current solid waste collections contract, and assisted in determining prices for the selected bidder, as well as assist in extrapolating costs and revenues through the entire contract term (Figure 1- Methodology Overview).



During their analysis, the Burns and McDonnell team found:

- The City is counted as of the fastest growing communities in the United States
- The number of households served by the residential collection program has increased at annual growth rate of 8.4 percent per year.
- In general, the Municipal Solid Waste collection programs are well run and efficient.

In-service actions - the city provides:

- Single-family residential trash and recycling collection on a weekly basis through cart-based or in-ground set outs
- Bulky trash curbside collection four times per year
- Cart dispatch of new and replacement carts, as well as repair

- Household Hazardous Waste program
- Education and Outreach programs for Pollution Prevention

Resource use and cost comparisons:

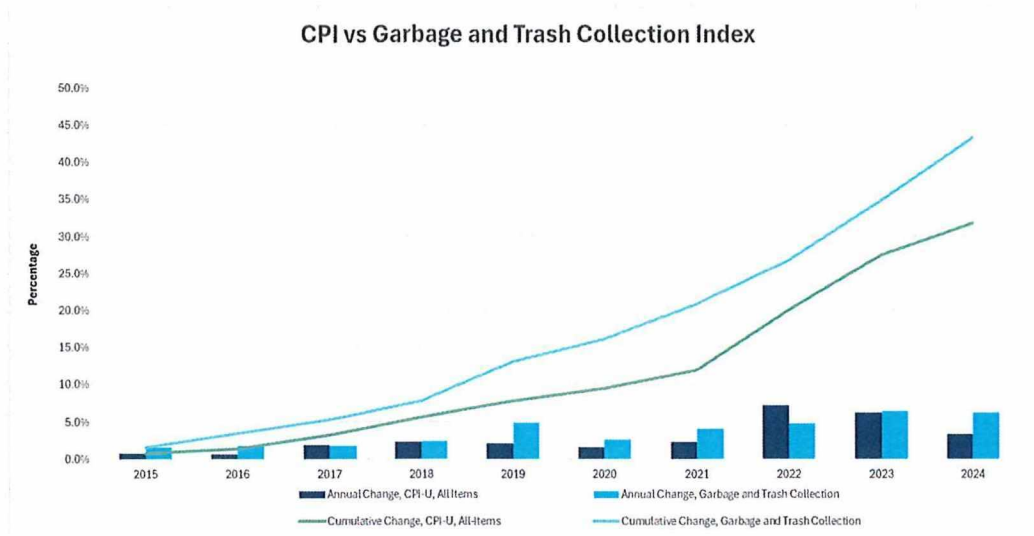
The City's costs are higher than most neighboring cities, due, in part, to longer distances traveled to provide service compared to benchmark cities.

Considerations for service adjustments:

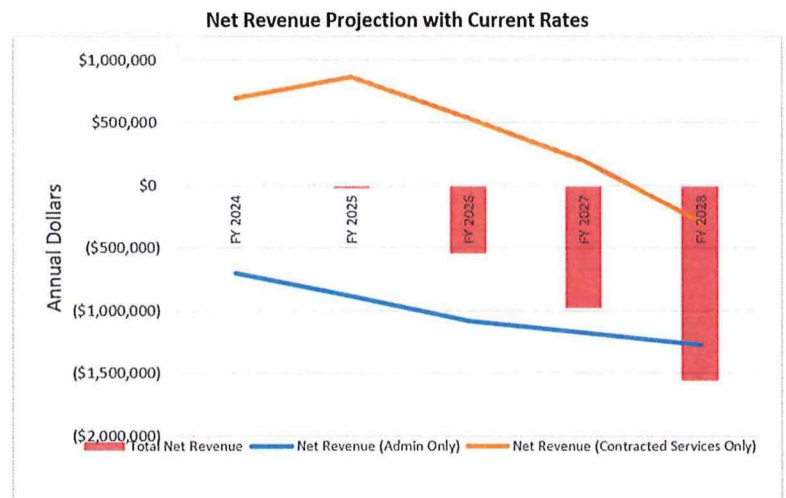
- Cost of service
 - Ensure that rate adjustments recover costs equitably between cart-based customers and in-ground customers. In-ground services are subsidized by cart-based service fees.
 - Adjust rates to address customer net revenue under-recovery
 - Support the Environmental Division personnel as part of the City's budgeted expenses, and increase staffing to meet the demands of population growth.
- Trash and Recycle Cart Placement
 - Estimate the impact of same-day garbage and recycling collection.
 - Evaluate the anticipated cost of service for in-ground customers.
- Bulky Trash
 - Determine the cost of transitioning the bulky collection program to an appointment-based system.
 - Consider an outreach campaign to educate the public about proper placement of bulky waste.
 - Include educational follow-up with property owners who set-out bulky trash improperly.
- Collection Contractor
 - Evaluate costs of having vehicles equipped with on-board technology to support service verification.
- Household Hazardous Waste
 - Consider facility expansion for the Household Hazardous Waste (HHW) program, and continue to pre-screen customers to anticipate materials, labor and equipment needs, and provide safety instruction for transport and storage.
 - Divert full and partially full HHW products in good condition through the existing reuse systems, and expand the reuse program.

Financial Shortfalls

Market cost increase: The existing schedule of fees does not match the market costs for solid waste service. That is best represented in the *Garbage and Trash Collection Index*. This index has had a greater change than the *Consumer Price Index*, and is more closely related to the markets associated with solid waste collection and disposal. (Figure CPI vs Garbage and Trash Collection Index)

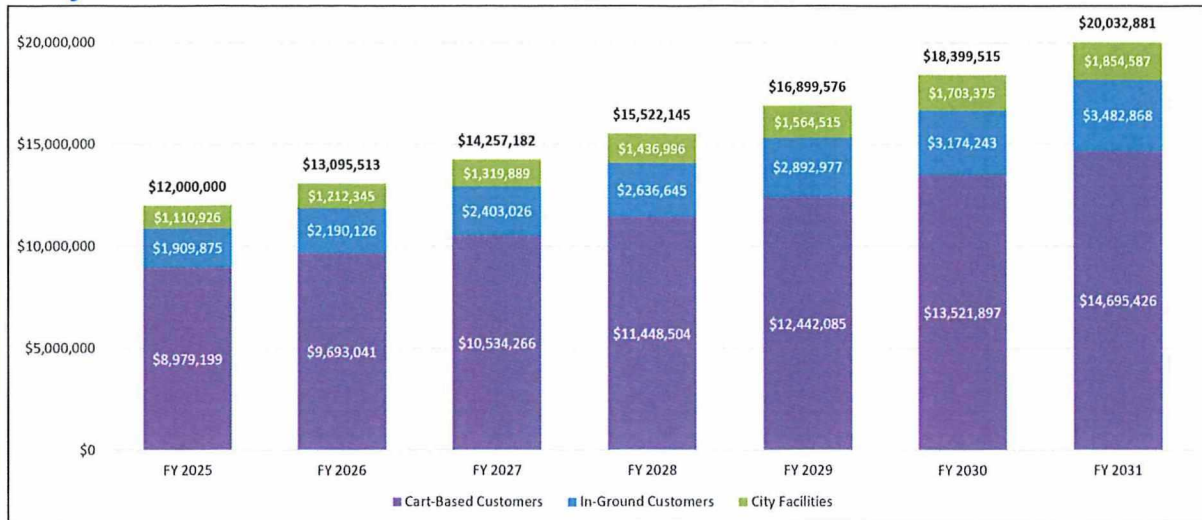


Residential fee holds: There have been two periods of no rate increases over the last 5 years including 2019 and 2023, when municipal solid waste rates have remained stagnant, despite increasing market costs. If this rate divergence does not change, the net revenue under-recovery will substantially grow, putting significant strain on the programs, and requiring increasing subsidies for program functionality. (Figure Net Revenue Projection with Current Rates)



Increase costs anticipated: In an analysis of costs and resource allocations, a cost center analysis was performed, including a review of growth. With an assumption of contractor costs and resource allocations based on ongoing growth, the expenses incurred will continue to outpace the total revenue. (Figure Projected Contractor Cost)

Projected Contractor Cost



- ▶ Contractor costs projected to increase annually by 4 percent beginning in December 2025
- ▶ Annual growth rate of cart-based customers projected to equal 4.5 percent
- ▶ Annual growth rate of in-ground customer projected to equal 5.5 percent

As the solid waste service fees have surpassed the revenue, putting the program into a negative fund balance, the total service costs will significantly increase year over year through the next solid waste contract. For the Solid Waste programs to remain functional and to obtain the federally recommended 60-day fund balance in reserves, an increase in rates is needed.

Current rate: The current rate of service (Figure Current Service Rate) should have an immediate increase to support the solid waste program, as it is currently subsidized by the general fund. The increase should occur as soon as possible, and with an annual increase, thereafter, beginning in December of 2025, to recover the necessary funds to pay for services, and begin to maintain a fund balance to the federally recommended reserves. As residential rates are paid in advance, the November residential bill will represent the December rates. (Figure Service Rates)

Current Service Rate	2023-2024*
96-Gallon Trash & Recycling Cart	\$22.00
Vacation Hold	\$12.50
Additional 96-Gallon Cart	\$14.68
In-Ground Trash & Recycling	\$35.35
Vacation Hold	\$19.17

Residential Cost	February March 2025 ²	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
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Single Family (In- Ground Service)	\$44.60	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
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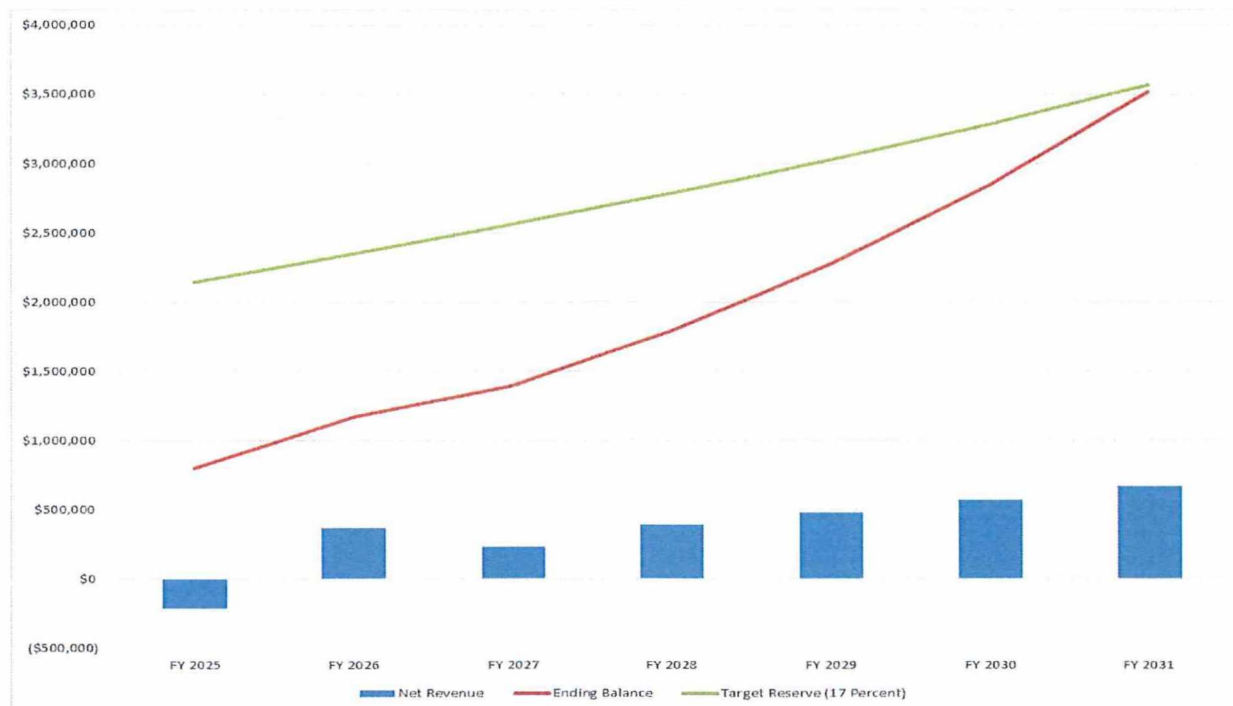
The first rate is seen in March 2025, and will continue with increases each year starting in December 2026.

² Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.

These rates will allow the net revenue to slowly grow to the federal standard of 60 days fund balance, as well as maintain necessary service levels without the need for subsidies.

(Figure – Financial Impact of Proposed Rates)

Financial Impact of Proposed Rates



Opportunities and Solutions

These rates are intended to bring the programs to the desired financial security, and are contingent on enacting rate saving activities including switching to same-day trash and recycling collection. This would reduce overall resource use by designating all trash and recycle vehicles on the same day, as well as increase customer satisfaction by allowing one placement day of trash and recycling, instead of two.

Also, increasing field compliance staff to provide a sufficient level of education to reduce customer set out failure, increase customer success in proper waste flow, and reduce overall customer call-ins to the customer report centers. The proposed rates include one additional Environmental Compliance Technician each year for fiscal year 2025-2026, and 2026-2027. Reducing field staff activity by increasing the number of field staff by one full time equivalent (FTE) each year for the next two fiscal years may allow for increased field monitoring and education campaigns, reducing customer complaints for service failures through education.

Other savings may be found in the Household Hazardous Waste (HHW) program by sourcing alternative disposal methods for latex paint. Additional savings may be found by

adjusting to same day collection for trash and recycling, and by-appointment bulky trash collection.

New Fees/Services

A fee assessment and service comparison was performed for residential services, and many of the following activities were common practices provided by local communities.

Service	2025*	2026**	2027**	2028**	2029**	2030**	2031**	
Household Hazardous Waste Drop-Off - Non Account Holder	\$40.00	\$41.60	\$43.26	\$44.99	\$46.79	\$48.67	\$50.61	1
Service fee for Late Put Outs	\$15.00	\$15.60	\$16.22	\$16.87	\$17.55	\$18.25	\$18.98	3
Replacement Fee - Trash/Recycle carts damaged / melted	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50	\$37.96	2
Curbside Collection - Household Hazardous Waste	\$45.00	\$46.80	\$48.67	\$50.62	\$52.64	\$54.75	\$56.94	4
Courtesy Cart Swap	\$45.00	\$46.80	\$48.67	\$50.62	\$52.64	\$54.75	\$56.94	2
Freon containing appliance disposal	\$25.00	\$26.00	\$27.04	\$28.12	\$29.25	\$30.42	\$31.63	4

Service Rates	Feb-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30
Replacement Fee – 96-gallon Trash/Recycle carts damaged / melted	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30-day grace period)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

Contract Requirement: The new solid waste service contract includes a requirement to charge customers who need to replace their cart due to damage including melting the cart with hot coals or fire, or other abusive methods. Additionally, residents who would like to swap out their cart during the normally expected life cycle, due to inability to maintain the cart, may do so. Carts that are broken due to normal service wear will not be charged.

Annual Fee Escalator

To maintain operational programs, rates must follow the market costs from year to year. As the municipal solid waste contract will operate over a seven-year period, the associated fee for service will need to follow the market costs. The typical solid waste market rates may be cumulatively seen in the Garbage and Trash Collection Index, which accounts for items such as fuel, solid waste collection vehicles and other transport fees, and final disposal. All rates follow the average Garbage and Trash Indices 10-year average, which has been 4%. (Figure Garbage and Trash Index)

Garbage and Trash Collection Index - Annual and Cumulative Changes

Year*	Average	Annual Change	Cumulative Change
2014	421.74		
2015	428.56	1.62%	1.62%
2016	436.11	1.76%	3.41%
2017	444.12	1.84%	5.31%
2018	454.65	2.37%	7.80%
2019	477.10	4.94%	13.13%
2020	489.71	2.64%	16.12%
2021	509.87	4.11%	20.90%
2022	534.50	4.83%	26.74%
2023	568.79	6.42%	34.87%
2024	604.31	6.25%	43.29%
5-Year Average		4.85%	
10-Year Average		3.68%	

*Twelve-month period ending June

Part 3: Schedule of Activities and Definitions

Rate Adjustment, Schedule of Activities:

November 6, 2024:

- File a copy of the Report with the Clerk's Office.
- Post the Report on the homepage of the City's website, together with "written notice of the proposed increase".

January 17, 2025:

- Post the Notice of Intent (NOI) on City's website
- Distribute the NOI "through the [City's] social media accounts or other electronic communication tools"

January 7, 2025:

- Council to consider adopting Resolution (New Business/Non-Consent).
Consideration of said fees was continued from the January 7th, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council Meeting.
Therefore, any approval of said fees on February 4, 2025, will become effective 30 days after.

March 6, 2025:

- Resolution becomes effective (See ARS § 9-142; City code § 2-5-5).

Definitions:

"Report" means: (1) a schedule of the proposed increased fee that includes the amount of the fee and (2) a written report or data that supports the increased fee.

"NOI" (Notice of Intent) means: (ii) a written notice that includes the date, time and place of the City Council Meeting that the proposed increased fee will be considered, and (ii) a statement that a schedule of the proposed increased fee that includes the Report is available on the municipality's website.

Residential Solid Waste Rate Chart

Residential Cost	February March 2025 ¹	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Additional Recycling Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Single Family (In-Ground Service)	\$44.60	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
Vacation Hold (In-Ground Service)	\$27.85	\$29.40	\$30.57	\$31.80	\$33.07	\$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

¹ Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) *Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report*, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.



Municipal Solid Waste
Fee Schedule and Rate and Service Review Report

Public Works Department
Environmental Services Division
November 6, 2024

To remain compliance with the 60-day notice statutory requirement, an attempt was made to make minimal changes. A footnote was added to the January 17, 2025, Notice of Intent and the Proposed Fee Schedule.

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Part 1: Fee Schedule

The following are the proposed monthly Residential Solid Waste fees, and new fees for services from 2025 through 2031:

Residential Cost	February March 2025¹	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Additional Recycling Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Single Family (In-Ground Service)	\$44.60	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
Vacation Hold (In-Ground Service)	\$27.85	\$29.40	\$30.57	\$31.80	\$33.07	\$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

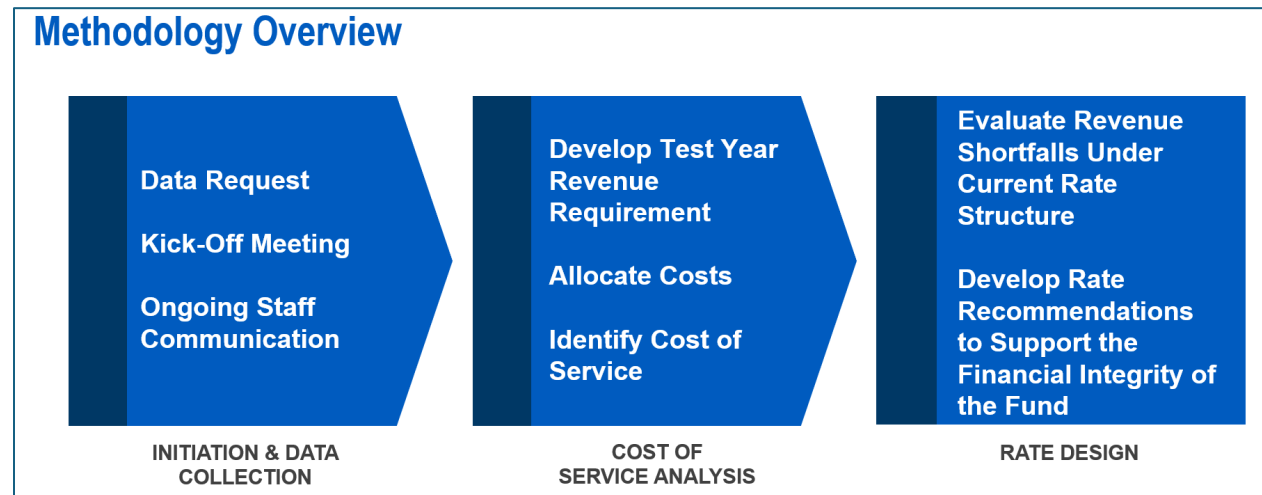
First rate increase is seen in March 2025, and will continue with increases each year starting in December 2026.

¹ Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.

Part 2: Operational Study and Analysis

Service Review and Rate Update

The City hired Burns and McDonnell to assist with a service evaluation including expected customer growth, future service demand, operational efficiency, and financial performance. The official document, CITY OF BUCKEYE SOLID WASTE FINANCIAL & OPERATIONAL STUDY, is still in draft form, pending acceptance of a new solid waste services agreement. That report will be completed by the end of the calendar year. This analysis, and market trends, and federal fund standards have provided significant cause for the city to move forward with updated rates. An analysis of service levels, and proposal for modernized services coincided with the end of the current solid waste collections contract, and assisted in determining prices for the selected bidder, as well as assist in extrapolating costs and revenues through the entire contract term (Figure 1- Methodology Overview).



During their analysis, the Burns and McDonnell team found:

- The City is counted as one of the fastest growing communities in the United States
- The number of households served by the residential collection program has increased at an annual growth rate of 8.4 percent per year.
- In general, the Municipal Solid Waste collection programs are well run and efficient.

In-service actions - the city provides:

- Single-family residential trash and recycling collection on a weekly basis through cart-based or in-ground set outs
- Bulky trash curbside collection four times per year
- Cart dispatch of new and replacement carts, as well as repair

- Household Hazardous Waste program
- Education and Outreach programs for Pollution Prevention

Resource use and cost comparisons:

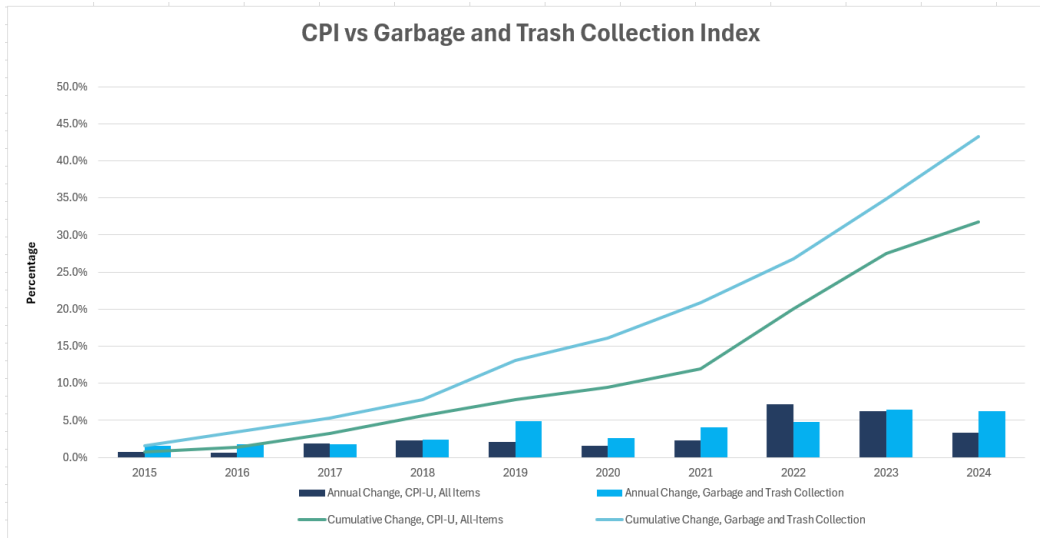
The City's costs are higher than most neighboring cities, due, in part, to longer distances traveled to provide service compared to benchmark cities.

Considerations for service adjustments:

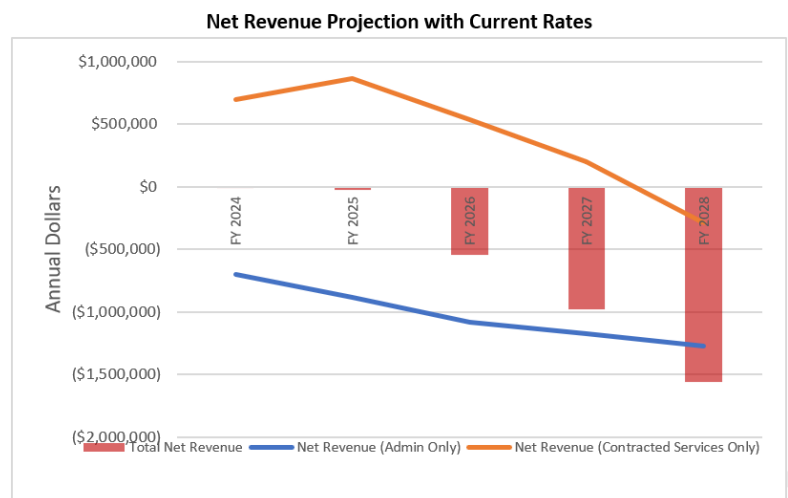
- Cost of service
 - Ensure that rate adjustments recover costs equitably between cart-based customers and in-ground customers. In-ground services are subsidized by cart-based service fees.
 - Adjust rates to address customer net revenue under-recovery
 - Support the Environmental Division personnel as part of the City's budgeted expenses, and increase staffing to meet the demands of population growth.
- Trash and Recycle Cart Placement
 - Estimate the impact of same-day garbage and recycling collection.
 - Evaluate the anticipated cost of service for in-ground customers.
- Bulky Trash
 - Determine the cost of transitioning the bulky collection program to an appointment-based system.
 - Consider an outreach campaign to educate the public about proper placement of bulky waste.
 - Include educational follow-up with property owners who set-out bulky trash improperly.
- Collection Contractor
 - Evaluate costs of having vehicles equipped with on-board technology to support service verification.
- Household Hazardous Waste
 - Consider facility expansion for the Household Hazardous Waste (HHW) program, and continue to pre-screen customers to anticipate materials, labor and equipment needs, and provide safety instruction for transport and storage.
 - Divert full and partially full HHW products in good condition through the existing reuse systems, and expand the reuse program.

Financial Shortfalls

Market cost increase: The existing schedule of fees does not match the market costs for solid waste service. That is best represented in the *Garbage and Trash Collection Index*. This index has had a greater change than the *Consumer Price Index*, and is more closely related to the markets associated with solid waste collection and disposal. (Figure CPI vs Garbage and Trash Collection Index)

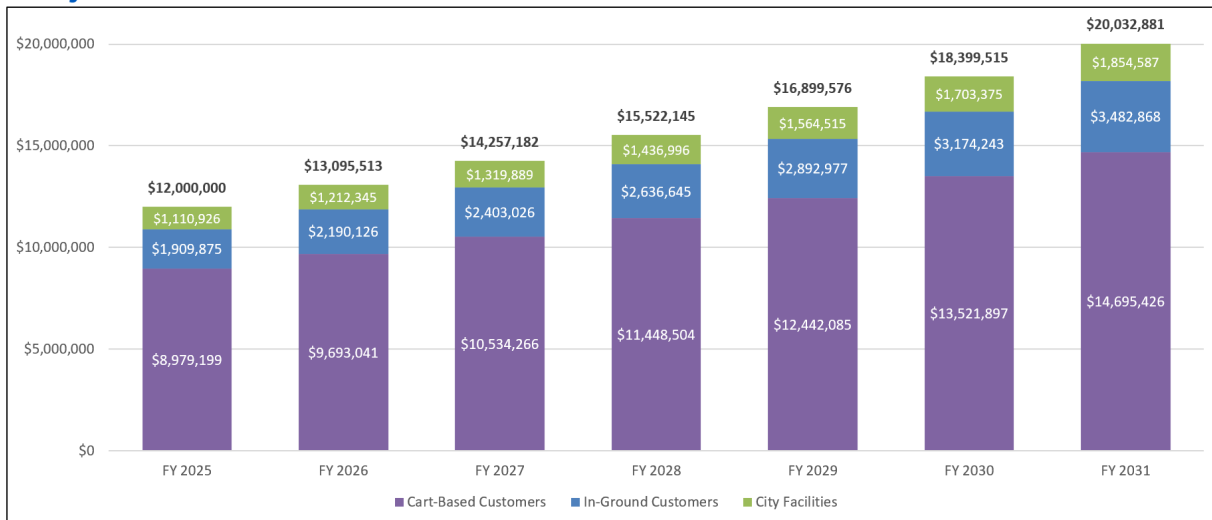


Residential fee holds: There have been two periods of no rate increases over the last 5 years including 2019 and 2023, when municipal solid waste rates have remained stagnant, despite increasing market costs. If this rate divergence does not change, the net revenue under-recovery will substantially grow, putting significant strain on the programs, and requiring increasing subsidies for program functionality. (Figure Net Revenue Projection with Current Rates)



Increase costs anticipated: In an analysis of costs and resource allocations, a cost center analysis was performed, including a review of growth. With an assumption of contractor costs and resource allocations based on ongoing growth, the expenses incurred will continue to outpace the total revenue. (Figure Projected Contractor Cost)

Projected Contractor Cost



- ▶ Contractor costs projected to increase annually by 4 percent beginning in December 2025
- ▶ Annual growth rate of cart-based customers projected to equal 4.5 percent
- ▶ Annual growth rate of in-ground customer projected to equal 5.5 percent

As the solid waste service fees have surpassed the revenue, putting the program into a negative fund balance, the total service costs will significantly increase year over year through the next solid waste contract. For the Solid Waste programs to remain functional and to obtain the federally recommended 60-day fund balance in reserves, an increase in rates is needed.

Current rate: The current rate of service (Figure Current Service Rate) should have an immediate increase to support the solid waste program, as it is currently subsidized by the general fund. The increase should occur as soon as possible, and with an annual increase, thereafter, beginning in December of 2025, to recover the necessary funds to pay for services, and begin to maintain a fund balance to the federally recommended reserves. As residential rates are paid in advance, the November residential bill will represent the December rates. (Figure Service Rates)

Current Service Rate	2023-2024*
96-Gallon Trash & Recycling Cart	\$22.00
Vacation Hold	\$12.50
Additional 96-Gallon Cart	\$14.68
In-Ground Trash & Recycling	\$35.35
Vacation Hold	\$19.17

Residential Cost	February March 2025²	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
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Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

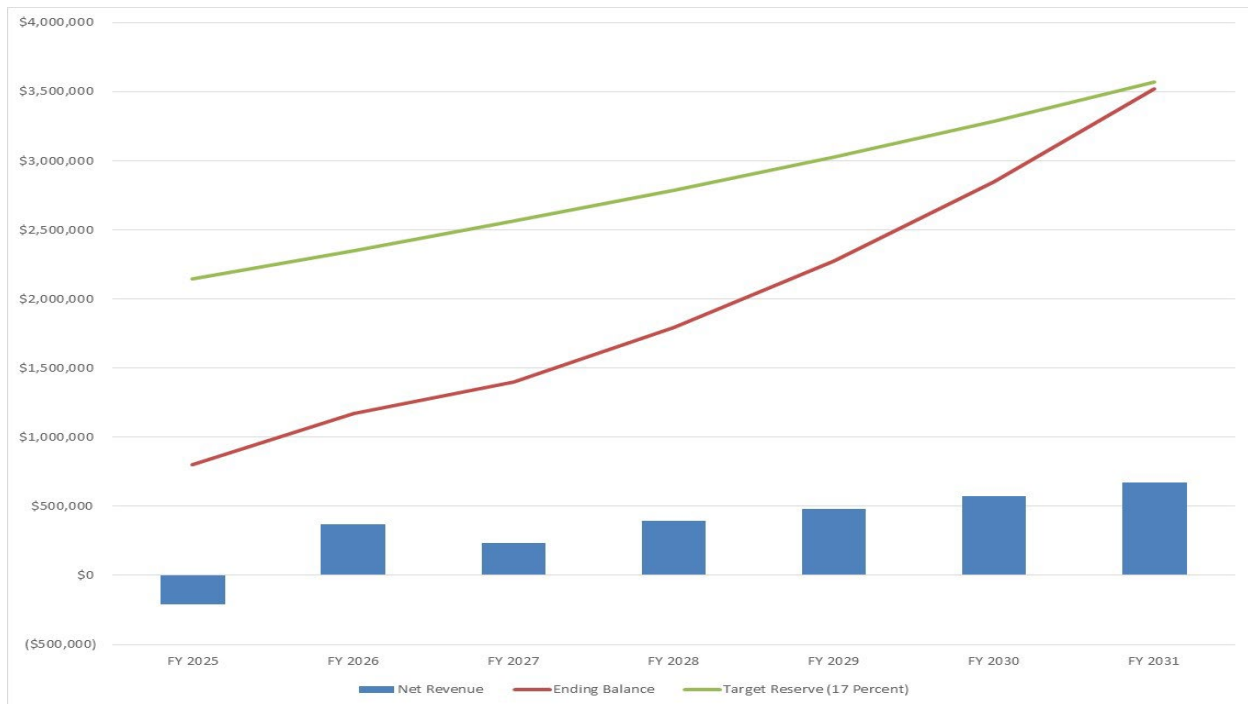
The first rate is seen in March 2025, and will continue with increases each year starting in December 2026.

² *Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report, and (2) proposed schedule of fees was posted on the City’s website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.*

These rates will allow the net revenue to slowly grow to the federal standard of 60 days fund balance, as well as maintain necessary service levels without the need for subsidies.

(Figure – Financial Impact of Proposed Rates)

Financial Impact of Proposed Rates



Opportunities and Solutions

These rates are intended to bring the programs to the desired financial security, and are contingent on enacting rate saving activities including switching to same-day trash and recycling collection. This would reduce overall resource use by designating all trash and recycle vehicles on the same day, as well as increase customer satisfaction by allowing one placement day of trash and recycling, instead of two.

Also, increasing field compliance staff to provide a sufficient level of education to reduce customer set out failure, increase customer success in proper waste flow, and reduce overall customer call-ins to the customer report centers. The proposed rates include one additional Environmental Compliance Technician each year for fiscal year 2025-2026, and 2026-2027. Reducing field staff activity by increasing the number of field staff by one full time equivalent (FTE) each year for the next two fiscal years may allow for increased field monitoring and education campaigns, reducing customer complaints for service failures through education.

Other savings may be found in the Household Hazardous Waste (HHW) program by sourcing alternative disposal methods for latex paint. Additional savings may be found by

adjusting to same day collection for trash and recycling, and by-appointment bulky trash collection.

New Fees/Services

A fee assessment and service comparison was performed for residential services, and many of the following activities were common practices provided by local communities.

Service	2025*	2026**	2027**	2028**	2029**	2030**	2031**	
Household Hazardous Waste Drop-Off - Non Account Holder	\$40.00	\$41.60	\$43.26	\$44.99	\$46.79	\$48.67	\$50.61	1
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Service Rates	Feb-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30
Replacement Fee – 96-gallon Trash/Recycle carts damaged / melted	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30-day grace period)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

Contract Requirement: The new solid waste service contract includes a requirement to charge customers who need to replace their cart due to damage including melting the cart with hot coals or fire, or other abusive methods. Additionally, residents who would like to swap out their cart during the normally expected life cycle, due to inability to maintain the cart, may do so. Carts that are broken due to normal service wear will not be charged.

Annual Fee Escalator

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*Twelve-month period ending June

Part 3: Schedule of Activities and Definitions

Rate Adjustment, Schedule of Activities:

November 6, 2024:

- File a copy of the Report with the Clerk's Office.
- Post the Report on the homepage of the City's website, together with "written notice of the proposed increase".

January 17, 2025:

- Post the Notice of Intent (NOI) on City's website
- Distribute the NOI "through the [City's] social media accounts or other electronic communication tools"

January 7, 2025:

- Council to consider adopting Resolution (New Business/Non-Consent).
Consideration of said fees was continued from the January 7th, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council Meeting.
Therefore, any approval of said fees on February 4, 2025, will become effective 30 days after.

March 6, 2025:

- Resolution becomes effective (See ARS § 9-142; City code § 2-5-5).

Definitions:

"Report" means: (1) a schedule of the proposed increased fee that includes the amount of the fee and (2) a written report or data that supports the increased fee.

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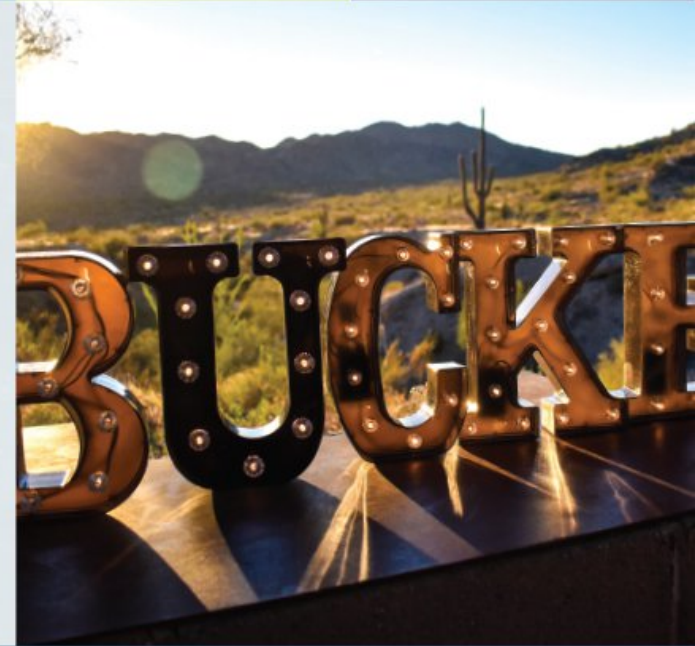
Residential Solid Waste Rate Chart

Residential Cost	February March 2025¹	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
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Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
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Single Family (In-Ground Service)	\$41.35	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
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Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

¹ Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) *Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report*, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.

Residential Solid Waste Rates

Public Works
February 2025



Council Action

Council to take action to approve residential solid waste rates.

New Solid Waste Contract

- Competitive bid process began February 2024
- Contract awarded November 19, 2024
- Contract effective December 1, 2024

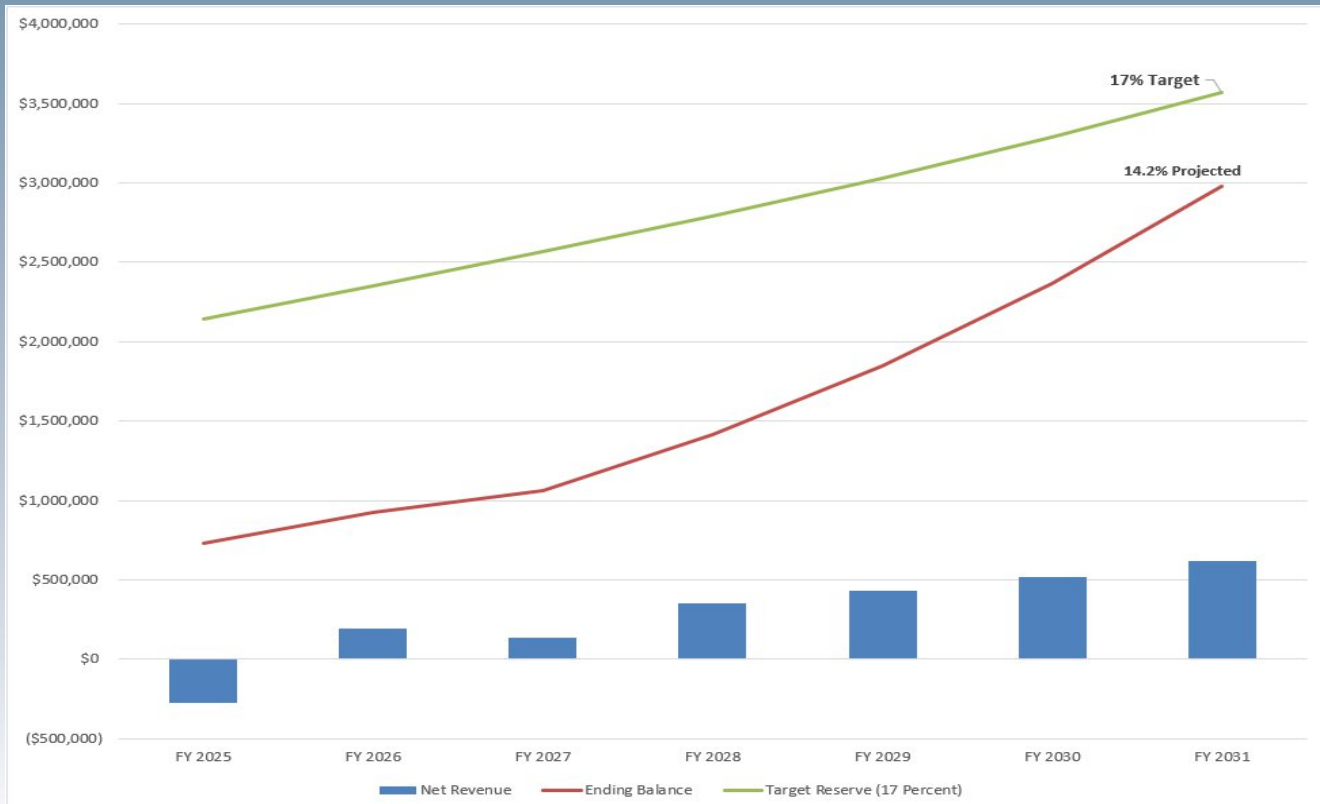
Education to the Community

- Nov 6 – Rates and report posted on website (Public Notices)
- December/January – printed utility billing insert, social and digital media
- Jan 17– Notice of Intent – website, social and digital media
- January – phone blast, printed post card, social and digital media
- Feb 4 – Council considers new resolution and rate structure
- Mar 6 – Resolution effective/billing changes begin
- February – September - On-going social and digital media efforts, in-person outreach events

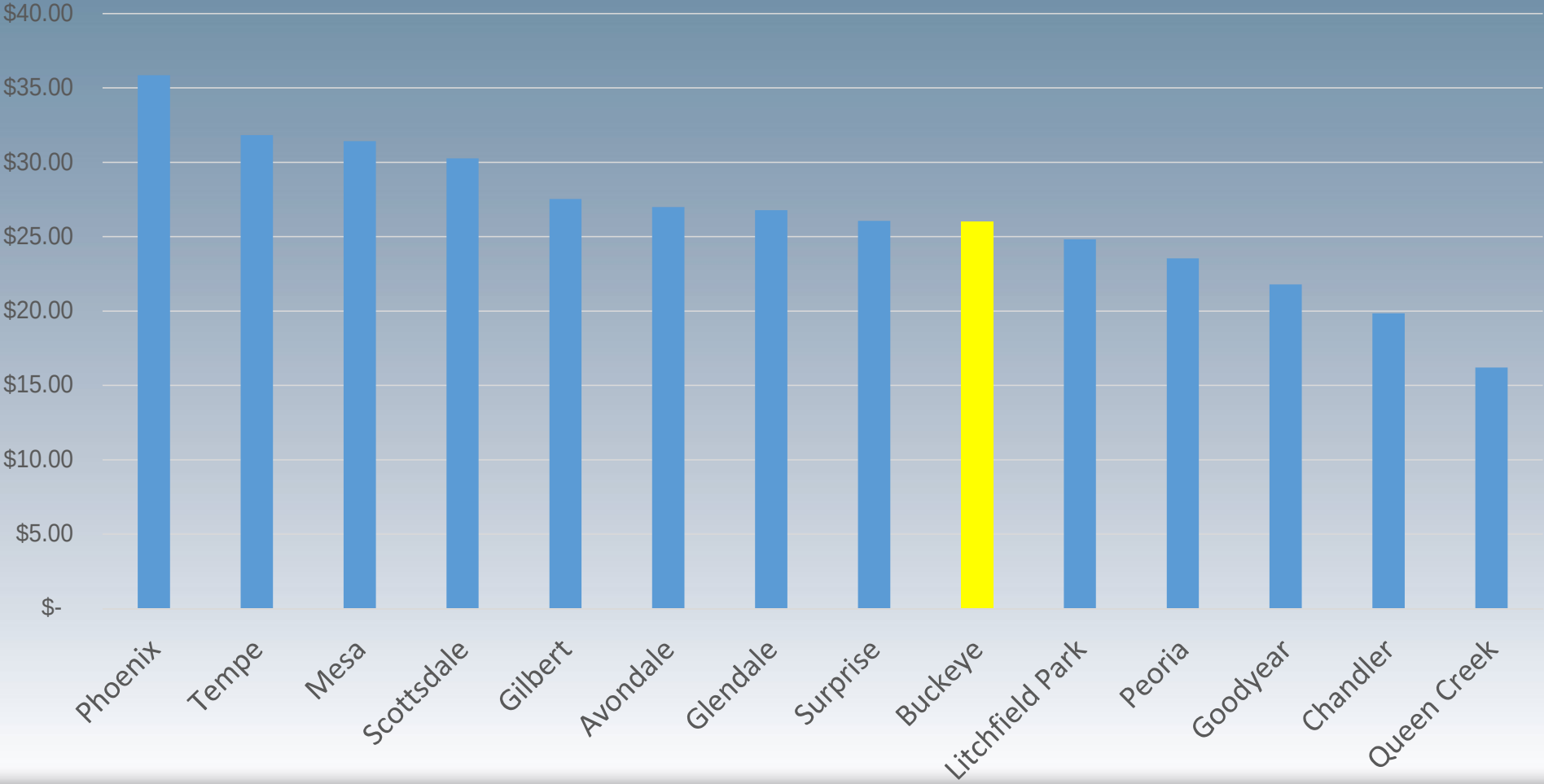
Residential Solid Waste Monthly Fee Schedule

Service	Current	Mar 25	Dec 25	Dec 26	Dec 27	Dec 28	Dec 29	Dec 30
Contract	\$19.82	\$20.68	\$21.51	\$22.37	\$23.26	\$24.19	\$25.16	\$26.17
City Fee	\$2.18	\$4.85	\$4.02	\$4.52	\$4.70	\$4.89	\$5.09	\$5.29
96-Gallon Rate	\$22.00	\$25.53	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Contract	\$34.24	\$39.75	\$41.34	\$42.99	\$44.71	\$46.50	\$48.36	\$50.30
City Fee	\$1.12	\$1.60	\$0.01	\$4.51	\$4.68	\$4.86	\$5.04	\$5.21
In-Ground Rate	\$35.36	\$41.35	\$41.35	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51

City Policy on Reserve Balances



Benchmark Rates - 96-Gallon Carts



Solid Waste Fees for Elective Services

Elective Services	Rates
Cart Swap (following 30-day grace period) period)	\$30.00
Damaged Cart Fee (negligent use)	\$30.00

Council Action

Council to take action to approve Resolution #01-25 adopting fees for solid waste collection.

RESOLUTION NO. 01-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING FEES FOR SOLID WASTE SERVICES PURSUANT TO A.R.S. § 499.15; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to Buckeye City Code, Chapter 9, Health and Sanitation Regulations, Section 9-5-4 (“City Code § 9-5-4”) and Arizona Revised Statutes (“A.R.S.”) § 9-499.15, the City Council may, either as part of the annual budget process or by resolution, set fees for solid waste and recycling service provided by the City (the “Services”), so as to allow for recovery of costs incurred in providing the Services; and

WHEREAS, pursuant to A.R.S. § 9-499.15, the City has issued a written Notice of Intent to Establish Fees – Solid Waste.

BE IT RESOLVED, by the Mayor and Council of the City of Buckeye, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. Pursuant to A.R.S. § 9-499.15 and City Code § 9-5-4, the fees and charges set forth herein below are hereby established for the following Fiscal Years (“FY”):

[text continues on the following page]

Residential Cost	February March 2025¹	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	\$25.53	\$26.89	\$27.96	\$29.08	\$30.25	\$31.46
Single Family Vacation Hold (96-gallon)	\$19.85	\$20.74	\$21.57	\$22.44	\$23.34	\$24.27
Additional Trash Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Additional Recycling Cart (96-gallon)	\$14.68	\$15.27	\$15.88	\$16.51	\$17.17	\$17.86
Single Family (In-Ground Service)	\$41.35	\$47.50	\$49.39	\$51.36	\$53.40	\$55.51
Vacation Hold (In-Ground Service)	\$27.85	\$29.40	\$30.57	\$31.80	\$33.07	\$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	\$36.50

Section 3. Any parts of resolutions in conflict with the provisions of this Resolution or any part of this Resolution, are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

¹ Note of explanation: In accordance with A.R.S § 9-499.15(B), the (1) *Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report*, and (2) proposed schedule of fees was posted on the City's website on November 6, 2024, with reference to an effective date of February of 2025. Consideration of said fees was continued from the January 7, 2025, Regular Council Meeting, to the February 4, 2025, Regular Council meeting. Therefore, any approval of said fees on February 4, 2025, will become effective thirty (30) days thereafter.

Section 5. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 4th day of February, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED TO AS FORM:

K. Scott McCoy, City Attorney