BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
APRIL 15, 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.

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**

3.A 2025 Buckeye Civic Institute Class Graduation

3.B The Buckeye Youth Council will report on their Senior Projects and Committee Projects.

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

***4.A** Council to take action to approve and accept a Fiscal Year (FY) 2025 grant award from the Maricopa Association of Governments (MAG), for the procurement of a new PM -10 Certified Street Sweeper, to replace the City of Buckeye Public Works Department's street sweeper, in the grant award sum of $349,488.13 with a City required match of $33,694.45, for a total of $383,182.58; and, further, 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 Grant Award.

Summary: The Buckeye City Council previously approved the submission of an application, which has been subsequently awarded by Maricopa Association of Governments. The Public Works Department seeks to expand their current street sweeping service as more streets have been added to the City's portfolio. The street sweeper will service arterial, collector, and residential roadways freeing them of debris that may be harmful both to the environment and humans.

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

***4.B** City Council to take action on a Minor Subdivision titled "Merit Buckeye Industrial Park", located on approximately 100.75 acres of property located south of the southeast corner of Baseline Road and Turner Road, directly south of Union Pacific Railroad.

Summary: Hunter Engineering, on behalf of multiple property owners, is requesting approval of a 5-lot, 100.75-acre Minor Subdivision for Merit Industrial Park, located south of the southeast corner of Baseline Road and Turner Road, immediately south of Union Pacific Railroad. A Minor Subdivision is used to divide property into 10 or fewer lots, delineate property boundaries, and dedicate any applicable rights-of-way and easements. Upon approval, Minor Subdivisions are recorded with the Maricopa County Recorder’s Office to create an official record of a land subdivision.

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

***4.C** Council to take action on a Final Plat titled "Sun City Festival Planning Area 3 - Parcel 84" located south of the Beardsley Parkway and 279th Drive intersection.

Summary: The applicant is requesting approval of a 47.90-acre 96-lot age-restricted single-family final plat, Case No. PLZS-24-0031, located south of the Beardsley Parkway and 279th Drive intersection. A final plat creates more than 10 lots and delineates property boundaries, describes and dedicates applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder’s office to create an official record of a subdivision, required for the sale of subdivided lots.

Staff Liaison: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295

***4.D** Council to take action on the Memorandum of Understanding (MOU) between the Arizona Department of Public Safety (AZDPS) and the Buckeye Police Department (BPD) for Participation as a Partner Agency Site in the Arizona Law Enforcement Rapid DNA Program.

Summary: The Memorandum of Understanding between the AZ Department of Public Safety (AZDPS) and the Buckeye Police Department approves the participation of the Buckeye Police Department as a partner agency in the Arizona Law Enforcement Rapid DNA Program. By joining the AZDPS as a Partner Agency in the Rapid DNA Program, the BPD will have access to more information, profiles, and accessibility when researching DNA in relation to criminal activity, and allow for less backlog of DNA information. The Partner Agency Site will be held to the same standards as AZDPS Law Enforcement Rapid DNA Program locations, including cleanliness, security, proper reagent storage, and procedures for analysis.

Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.E** Council to take action on the Professional Services Agreement (Contract No.2025278A) between the City of Buckeye, an Arizona municipal corporation, and GHD Inc., a California corporation, for the design of the Central Water Reclamation Facility (WRF) Expansion; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

Summary: This Professional Services Agreement is for the design services of GHD, Inc. in an amount not to exceed $2,826,807. GHD, Inc. will (1) update the Central Water Reclamation Facility's (WRF) Master Plan and, (2) develop and submit to the City a design for the construction of the Central WRF Expansion that will increase the facility's current capacity by 1.5 Million Gallons per Day (MGD) for a total facility capacity of 6.0 MGD.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121

***4.F** Council to take action on the Professional Services Agreement (Contract No.2025278B) between the City of Buckeye, an Arizona municipal corporation, and GHD Inc., a California corporation, for the design of the Central Water Reclamation Facility (WRF) Ring Levee Project; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

Summary: This Professional Services Agreement is for the design services of GHD, Inc., in an amount not to exceed $579,000. GHD, Inc. will develop and submit to the City a design for the construction of a ring levee around the Central Water Reclamation Facility (WRF) to protect the facility in the event of a 100-year flood.

Staff Liaison: Terry Lowe, Director, tlowe@buckeyeaz.gov, (623) 349-6121

***4.G** Council to take action on the Letter of Agreement (LOA) between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company ("APS"), an Arizona corporation; authorize the City Manager to execute and deliver said Letter of Agreement for the Utilities Conflict Resolution; and, further, 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 LOA.

Summary: The Letter of Agreement (LOA) seeks approval of the relocation of the APS 69 &12KV overhead transmission lines, which is required to make way for the construction of CIP No. 105660 Rooks Road Bridge Project at BID. The estimate from APS to perform the Scope of Work as adhered to in the LOA is $294,652.51. The final invoiced payment will be based on the actual construction costs for work performed by APS. The total amount requested for this project is in an amount not to exceed $320,000. The funds for this work are programed under CIP No. 105660 and this scope is within budget.

Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***4.H** Council to take action on Change Order No. 3 to the Professional Services Agreement (PSA) (Contract No. 2025004) between the City of Buckeye, an Arizona municipal corporation, and LJA Engineering, Inc., a Texas corporation, by adding additional services in the amount of up to $149,700 for a total amount not to exceed $1,050,100, for services related to the development and implementation of the City of Buckeye Capital Improvement Program (CIP); and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

Summary: The CIP has been challenged with meeting its goals to deliver projects on time and within budget. Changes to the current way that projects are conceptualized and delivered are needed. The existing PSA between the City and LJA Engineering, Inc., is to assess the status of the CIP program and recommend needed action for the City, as approved earlier in the fiscal year with a contractual end date of June 30, 2025. This request will be the third and final Change Order for the PSA , with the request of additional funds in the amount of $149,700.

Staff Liaison: James Shano, Program Management Office Director, jshano@buckeyeaz.gov,

(623) 349-6965

***4.I** Council to take action to ratify and approve a complaint for breach of contract and related legal claims, filed on behalf of the City of Buckeye on March 27, 2025, styled as *City of Buckeye, a municipal corporation, Plaintiff, vs. Rubcorp Distribution LLC, a Delaware limited liability company, et al.*, *Defendants*, Case No. CV2025-011076, Maricopa County Superior Court.
Summary: On December 21, 2021, City Council approved a procurement pursuant to Rubcorp Distribution's Quotation and Terms and Conditions dated August 25, 2021 (contract), for the installation of a new pool deck at the Buckeye Aquatic Center, 207 North 9th Street. In or near February 2022, Rubcorp installed a rubber decking product known as Rubcorp Destinations Line Premium rubber surfacing, with a topcoat application known as RC-11 Protective Coating (the rubber decking). The rubber decking subsequently started deteriorating. The City notified Rubcorp. Rubcorp's actions and/or inactions failed to resolve the problems with the rubber decking, resulting in the filing of the Complaint against Rubcorp and its officers Brian Field and Jonathan Martin, who performed work at the Aquatic Center, but were not licensed contractors. The Rubcorp rubber decking has been removed and is being replaced with spray acrylic/cementitious acrylic material texture.
Staff Liaison: Amy Murray, Public Works Deputy Director, amurray@buckeyeaz.gov, (623) 349-6835

***4.J** Council to take action on the request for a new Series 009 Liquor Store Liquor License (Application No. 331318) for Circle K Store #9567, located at 215 East MC Highway 85 in Buckeye.
Summary: Circle K Store #9567 is requesting approval for a Series 009 Liquor Store Liquor License Application for their business located at 215 East MC Highway 85 in Buckeye. The application and public notice were legally posted and the application has been reviewed and approved by required departments.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***4.K** Council to take action on the March 18, 2025 Regular Council Meeting Minutes and March 21, 2025 Special Council Meeting and Council Executive Session Minutes.
Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Public Hearings and Non-Consent - New Business

5.A Council to hold a public hearing and take action on Ordinance No. 10-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statues and Amendments thereto, by annexing approximately 5 acres located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road.
Summary: The applicant is requesting annexation of one parcel of land totaling approximately 5 acres and located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road. The annexation will bring additional developable land within the City limits and ensure that future development complies with City codes and standards.

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

5.B Council to hold a public hearing and take action Ordinance No. 12-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 167.8 acres generally located at the southwest corner of Verrado Way and Yuma Road.

Summary: The applicant 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. Annexation is when the City assumes jurisdiction over unincorporated land adjacent to its boundaries, expanding the existing City limits. This is the second 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, Principal Planner, swoods@buckeyeaz.gov, (623) 640-6093

5.C Council to hold a public hearing and take action on Resolution No. 14-25 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the Land Use Designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce.

Summary: The Applicant is requesting approval of a Minor General Plan Amendment changing the land use designation from Neighborhood to Business Commerce on approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road, to facilitate development of the site with smaller-scale business park uses as part of a larger 160-acre master plan including a mix of residential and commercial uses. A General Plan Amendment changes a portion of the City's approved General Plan, often either a change to the Land Use Map identifying future land uses envisioned for a property, or a change to the text within the document.

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

5.D Council to hold a public hearing and take action on Ordinance No. 15-25 amending the zoning map of the City of Buckeye for approximately 160 acres located at the southwest corner of Verrado Way and Yuma Road from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD).

Summary: The Applicant is requesting a Rezone from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD) of 160 acres located at the southwest corner of Verrado Way and Yuma Road, to facilitate development of the site with a mix of residential, commercial, and smaller-scale, high-quality business park uses. A Rezone changes the zoning district of a property to another zoning district. A Rezone request to Planned Area Development changes the zoning district of a property to PAD, a zoning district intended for master planned projects under 640 acres in size which may modify provisions of the Development Code to achieve a specific vision.

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

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: 04/15/25	**AGENDA ITEM:** 4.A. FIN - Maricopa Association of Governments--FY 2025 PM-10 Certified Street Sweeper Expansion Grant Award
DATE PREPARED: 04/09/25	**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 to approve and accept a Fiscal Year (FY) 2025 grant award from the Maricopa Association of Governments (MAG), for the procurement of a new PM -10 Certified Street Sweeper, to replace the City of Buckeye Public Works Department's street sweeper, in the grant award sum of $349,488.13 with a City required match of $33,694.45, for a total of $383,182.58; and, further, 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 Grant Award.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Council previously approved the submission of an application, which has been subsequently awarded by Maricopa Association of Governments. The City of Buckeye Public Works Department seeks to expand their current street sweeping service area as more streets have been added to the City's portfolio. The Public Works Department needs a new PM-10 Certified Street Sweeper to ensure Buckeye's additional streets are free of debris that may be harmful to the environment and humans. The street sweeper will service arterial, collector, and residential roadways.

Note that this is the second grant award for a replacement street sweeper. On April 1, 2025, the Council approved a grant award to replace a nine-year old street sweeper.

BENEFITS:
The objective is to support the Public Works Department's Street Sweeping program by adding a new PM-10 Certified Street Sweeper to the eight current street sweepers in their fleet. The additional new street sweeper will ensure that the Public Works Department can continue to provide excellent service to the community by removing harmful debris from Buckeye's streets.

FUTURE ACTION:
This is the second grant award for a replacement street sweeper. On April 1, 2025, the Council approved a grant award to replace a nine-year old street sweeper.

Street sweepers are included in the Public Works Asset Management plan, funded by the general fund. As additional grant funding opportunities become available the Grants team will pursue. Any future maintenance costs will be funded from the Public Works Department's budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $349,488.13. There is a $33,694.45 match required for this grant which will be paid utilizing asset management funds. The total cost is $383,182.58.

CURRENT FISCAL YEAR TOTAL COST:
$ 33,694.45 in either FY25 or FY26.

BUDGETED:
Yes

FISCAL YEAR:
2025 and 2026

FUND/DEPARTMENT:
Public Works Department

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary - MAG Street Sweeper Expansion Awarded.docx
City of Buckeye PM-10 Certified Street Sweeper Projects for FY 2025 Funding.pdf

Maricopa Association of Governments - FY 2025 PM-10 Certified Street Sweeper Expansion Grant Program
Awarded Summary Recap

Project Description:



The City of Buckeye Council previously approved the submission of an application, which has been subsequently awarded by the Maricopa Association of Governments. The City of Buckeye Public Works Department seeks to expand their current street sweeping service area as more streets have been added to the City's portfolio. The Public Works Department needs a new PM-10 Certified Street Sweeper to ensure Buckeye's streets are free of debris that may be harmful to the environment and humans. The street sweeper will service arterial, collector, and residential roadways.

Project Cost



- $ 383,182.58 ($349,488.13 Reimbursable based on budget)

Required Match



- $ 33,694.45

Grant Amount



- $ 349,488.13

Plans Once Grant Expires:



- Buckeye was also awarded a replacement street sweeper which is the subject of an additional Council Action on a separate consent agenda item. At this time, further needs will come from the Public Works Department's General Fund account unless additional grant funding opportunities become available in which the Grants team will pursue. Any future maintenance costs will also be funded from the Public Works Department's General Fund account.

Objectives and Expected Outcomes



- The objective is to support the Buckeye Public Works Department's Street Sweeping program by adding a new PM-10 Certified Street Sweeper to the 8 current street sweepers in their fleet.
- The additional sweeper will ensure that the Public Works Department can continue to provide excellent service to the community by removing harmful debris from Buckeye's streets.

Time Period for the Grant



- FY 2025 or FY 2026

MARICOPA ASSOCIATION of GOVERNMENTS
302 N. First Avenue, Suite 300 ▲ Phoenix, Arizona 85003
602-254-6300 ▲ mag@azmag.gov ▲ azmag.gov

March 14, 2025

Mr. Dan Cotterman, Manager
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

Dear Mr. Cotterman:

On March 7, 2025, the Maricopa Association of Governments (MAG) received notification from the Arizona Department of Transportation (ADOT) that the transposition of federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds for MAG Highway User Revenue Funds has been completed for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2025. On December 4, 2024, the MAG Regional Council approved the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2025 CMAQ Funding. Two PM-10 certified street sweeper projects requested by the City of Buckeye have been approved for FY 2025 funding for an amount not to exceed $349,488 for each sweeper (see Attachment One). The City of Buckeye may proceed with the purchase of the proposed street sweeper projects for FY 2025. In the project applications, the City of Buckeye agreed to provide a 5.7 percent cash match. **We are requesting that the FY 2025 street sweepers be purchased and the reimbursement request be sent to MAG by March 14, 2026.**

For the FY 2025 street sweepers, MAG member agencies may procure their own street sweepers. Reimbursement requests are to be sent to MAG. After MAG reviews the reimbursement request, MAG will send the reimbursement documentation to ADOT and then ADOT will issue the reimbursement check to the member agencies. Additional details are provided below.

1. Eligibility - Eligible street sweepers are defined as those which have been certified by the South Coast Air Quality Management District (SCAQMD) as meeting the SCAQMD Rule 1186 certification standards. The most recent list of Certified Street Sweepers Under SCAQMD Rule 1186 is dated July 10, 2024 (see Attachment Two). It is important to note that not all sweepers on the list are eligible for funding. At this time, the MAG street sweeper program will continue to fund only conventionally fueled vehicles to reduce PM-10.

It is assumed that, at a minimum, the grant funded street sweepers will be used in accordance with the lane miles and sweeping cycle submitted with the project applications.

2. Procurement – MAG member agencies may procure their own PM-10 certified street sweepers. The procurement of the street sweepers must conform to applicable state and local procurement regulations for the purchase of the certified street sweeper. In March 2025, ADOT completed the transposition of federal CMAQ funds for MAG Highway User Revenue Funds for the Prioritized List of Proposed PM-10 Certified Street Sweepers for FY 2025.

3. Annual Inventory - According to ADOT policy, MAG is responsible for conducting and submitting an annual inventory of the certified street sweepers owned by the jurisdictions to ADOT by October 31. For the annual inventory, MAG will contact the jurisdictions to obtain information on each street sweeper.

4. Reimbursement - MAG is requesting that the street sweepers be purchased and the reimbursement request be sent to MAG by **March 14, 2026.** Since ADOT determined that there are no street sweeper manufacturers that can meet FHWA's Buy America requirements, the federal CMAQ funds have been transposed to Highway User Revenue Funds for reimbursement to the member agencies. Additional costs for equipment beyond the specifications necessary for compliance with Rule 1186-certification are not eligible for reimbursement. Examples of additional street sweeper equipment not eligible for reimbursement are provided in Attachment Three.

   Within 30 days after payment for the street sweeper, submit a copy of the vendor invoice along with all back-up documentation to the attention of Dean Giles at MAG. MAG will review the reimbursement request, ADOT Payment Report Form, and send the invoice documentation to ADOT and ADOT will reimburse the City of Buckeye for an amount not to exceed $349,488 for each FY 2025 sweeper.

   Documentation that includes a description of the street sweeper, the vehicle identification number, name of title holder, the cost of the vehicle (copy of invoice with detailed cost information on optional equipment, bill of sale, etc.), and the location where the sweeper is kept when it is not in use, should be provided. Also, please provide the name of the contact person for the sweeper and telephone number.

5. Disposition – **The ADOT Federal Property Management Standards (see Attachment Four) requires that each jurisdiction obtain ADOT approval prior to disposal of a grant funded street sweeper.** Each jurisdiction is to request disposal of a street sweeper in writing to MAG. MAG will send the request to ADOT, and MAG will in turn forward the ADOT response back to the jurisdiction.

   For disposal of an older grant funded street sweeper through any means, the federal awarding agency is entitled to a share of the proceeds. According to the ADOT Federal Property Management Standards for disposition through a trade-in or sale, an amount of the proceeds entitled to the federal awarding agency will be calculated and applied toward the cost of the new street sweeper and an amount based on the percentage of the jurisdiction's participation in the original sweeper may be used to offset the amount of local cash match required.

On December 4, 2024, the MAG Regional Council approved the prioritized list of proposed PM-10 certified street sweeper projects for FY 2025 CMAQ funding. Also, on January 22, 2025, the MAG Regional Council approved the FY 2025 Closeout Programming that includes an additional $2,355,757 in FY 2025 CMAQ funding for street sweepers on the prioritized list.

If you have any questions or require additional information, please contact Dean Giles at 602-452-5013 or dgiles@azmag.gov.

Sincerely,

Ed Zuercher
Executive Director

cc: Rob Roach, Grant Program Manager, Buckeye
Annie DeChance, Communications and Government Affairs Director, Buckeye

Prioritized List of Proposed PM-10 Certified Street Sweeper Projects for FY 2025 CMAQ Funding Approved by the MAG Regional Council on December 4, 2024

$1,380,000 in CMAQ Funding is Available for Sweeper Projects +++

										Supplemental Information			
						The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Peoria	$363,644	$21,981	$385,625	287	$494				✓	✓		Northern Ave. to SR 74; 67th Ave. to 138th Ave.	7
Phoenix #2	$390,624	$23,611	$414,235	245	$621				✓	✓		Camelback Rd. to Pinnacle Peak Rd.; 51st Ave. to 16th St.	35
Phoenix #1	$390,624	$23,611	$414,235	214	$713				✓	✓		Estrella Dr. to Camelback Rd.; 107th Ave. to Central Ave.	35
El Mirage	$341,973	$20,671	$362,644	143	$934				✓	✓		Northern Ave. to Thompson Ranch Rd.; Dysart Rd. to the Agua Fria riverbed	2
Subtotal	**$1,486,865**												
Amount Available	**$1,380,000**												
Balance	**($106,865)**												

										Supplemental Information			
						The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Surprise	$392,143	$23,703	$415,846	93	$1,641				✓	✓		Jomax Rd. to Peoria Ave.; 163rd Ave. to Dysart Rd.	8
Buckeye #1	$349,488	$21,125	$370,613	59	$2,301		✓		✓	✓		Citywide in the PM-10 nonattainment area	8
Chandler	$369,677	$22,345	$392,022	53	$2,723				✓	✓		Elliot Rd. to Germann Rd.; Alma School Rd. to Gilbert Rd.	10
Mesa	$416,464	$25,173	$441,637	57	$2,868				✓	✓		Price Rd. to Gilbert Rd.; Brown Rd. to Elliot Rd.	7
Tempe	$377,358	$22,810	$400,168	50	$2,950				✓	✓		48th St. to Evergreen Rd.; Continental Dr. to Warner Rd.	6
Paradise Valley	$371,632	$22,463	$394,095	35	$4,088				✓	✓		Townwide	2
Buckeye #2	$349,488	$21,125	$370,613	9.3	$14,606		✓			✓		Citywide in the PM-10 nonattainment area	8
Pinal County #2	$359,549	$21,733	$381,282	2.7	$52,344				✓	✓		Unincorporated area within the PM-10 nonattainment area near Apache Junction	9

										Supplemental Information			
						The requested certified street sweeper will:				Have local resources been committed such as staff or equipment to support the operation of the sweeper?		Please indicate in what geographical area(s) the requested certified street sweeper will operate	Number of certified street sweepers owned and operated by your agency. **
Agency	Federal Cost	Local Cost	Total Cost *	Daily Emission Reduction (Kilograms /day)	Cost-Effectiveness (CMAQ dollar cost per annual metric ton reduced)	Replace non-certified sweeper	Expand Area Swept	Increase Sweeping Frequency	Replace older certified sweeper	Yes	No		
Pinal County #3	$359,549	$21,733	$381,282	2.6	$54,724				✓	✓		Unincorporated area within the PM-10 nonattainment area near Apache Junction	9
Pinal County #1	$359,549	$21,733	$381,282	1.4	$97,981		✓					East Germann Rd. to Bella Vista Rd.; Central Arizona Canal to South Meridian Rd.	9
Total	**$5,191,762**												

Applications for all agencies indicate sweeping within four miles of a PM-10 monitor.

Application for Phoenix #1 indicates sweeping in Salt River Area.

* Total cost for the CMAQ eligible portion of the project; excludes ineligible equipment.

** The total number of certified street sweepers owned and operated by the agency, regardless of funding source.

++ For El Mirage sweeper project, initial funding of $235,108 is available in FY 2025 CMAQ. The remaining $106,865 of the $341,973 requested for the project may become available due to year-end closeout including any additional funding received by the region.

+++ On January 22, 2025, the MAG Regional Council approved the FY 2025 Closeout Programming that includes an additional $2,355,757 in FY 2025 CMAQ funding for the remaining balance for the El MIrage sweeper project ($106,865), and the Surprise, Buckeye #1, Chandler, Mesa, Paradise Valley, and Buckeye #2 projects.

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 www.aqmd.gov

CERTIFIED STREET SWEEPERS UNDER South Coast AQMD RULE 1186
(AS OF JULY 10, 2024)

South Coast AQMD Rule 1186 requires local governments within the South Coast Air Quality Management District (see Figure below) to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).

Various South Coast AQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information.

The South Coast AQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. Enclosed is a list of equipment that has met the Rule 1186 certification standards. (The equipment may either be new or upgraded to meet certification specifications). Questions on equipment capabilities and options should be directed to your local distributor and/or the manufacturer. Questions regarding the Rule requirements can be directed to Area Sources, at (909) 396-2390, or areasources@aqmd.gov.



Cleaning the air that we breathe…

* Additional sweepers may be certified based on future tests. You can call 1 (800) CUT-SMOG or visit www.aqmd.gov for the most recent list of Rule 1186 certified equipment.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF JULY 10, 2024

THE FOLLOWING IS A LIST OF STREET SWEEPING EQUIPMENT THAT HAS CURRENTLY BEEN CERTIFIED FOR South Coast AQMD RULE 1186. ALL CERTIFIED EQUIPMENT MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. FUTURE TESTING MAY QUALIFY ADDITIONAL EQUIPMENT. CALL 1 (800) CUT-SMOG FOR THE CURRENT LIST

MAKE*	MODEL*	DUST CONTROL SYSTEM*
CHALLENGER MANUFACTURING	CHALLENGER	• THREE (3) 0.03 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.03 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • WATER PUMP TO PROVIDE 25 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION; MAXIMUM OF 45 POUNDS PER SQUARE INCH
CURBTENDER* (*formerly Wayne Sweepers)	CENTURION	• SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM (GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS) • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM • GLAZED, POLYESTER FILTER SYSTEM (MAINTAINED TO ENSURE PROPER INTEGRITY)

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF JULY 10, 2024

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
CURBTENDER* (*formerly Wayne Sweepers)	GLADIATOR	• THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
CURBTENDER* (*formerly Wayne Sweepers)	WARRIOR	• THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	AIR CUB (LX/DX) CROSSWIND FURY	• DIAMOND GRID DUST SEPARATION SCREEN • LOUVERED CENTRIFUGAL DUST SEPARATOR • ONE (1) 0.06 INCH DIAMETER ORIFICE NOZZLE CENTRALLY LOCATED ABOVE FAN INLET IN THE HOPPER • TWO (2) 0.047 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • FOUR (4) 0.051 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF JULY 10, 2024

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	CROSSWIND J	• DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	REGENX RM	• DIAMOND GRID DUST SEPARATION SCREEN • S-TRAP CENTRIFUGAL SEPARATOR • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE HOPPER • THREE (3) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE SUCTION TUBE • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	PELICAN P & S PELICAN S E (WET SUPPRESSION)	• FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	PELICAN P (WATERLESS SUPPRESSION)	• GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • ONE OR TWO CENTRIFUGAL DUST EVACUATION FAN(S) TO PROVIDE SUBSTANTIALLYSIMILAR AIRFLOW WITHIN A NORMAL OPERATING RANGE • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST REMOVAL
ELGIN	PELICAN P (COMBINATION)	• ALL OF THE FEATURES OF THE WET AND WATERLESS SUPPRESSION PELICAN P STREETSWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	EAGLE E EAGLE F EAGLE (CNG) BROOM BEAR ROAD WIZARD	• FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	EAGLE F (WATERLESS)	• GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • CENTRIFUGAL DUST EVACUATION FAN • SYNTHETIC MULTI-POCKET FILTER WITH HYDRAULIC SHAKER FOR DUST CONTROL
ELGIN	EAGLE F (COMBINATION)	• ALL OF THE FEATURES OF THE WET AND WATERLESS EAGLE F STREET SWEEPER WITH THE EQUIPMENT OPERATED IN EITHER THE WET OR WATERLESS MODE
ELGIN	BROOM BEAR PLUG-IN HYBRID ELECTRIC	• FOUR (4) 0.060 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • ELECTIC DRIVEN WATER PUMP TO PROVIDE MINIMUM 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
ELGIN	GEOVAC	• DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • WATER PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	WHIRLWIND MV	• DIAMOND GRID DUST SEPARATION SCREEN • FOUR (4) 0.06 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED IN THE HOPPER • TWO (2) 0.059 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SUCTION TUBE • TWO (2) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FOUR (4) 0.60 INCH DIAMETER ORIFICE NOZZLES LOCATED AT THE EXTENSION BROOM • PUMP TO PROVIDE 80 POUNDS PER SQUARE INCH WATER PRESSURE
ELGIN	BROOM BADGER	• MAIN BROOM 58 INCH WIDE AND 35 INCH DIAMETER • FOUR (4) 0.060 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE CONVEYOR • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH GUTTER BROOM • ELECTRIC WATER PUMP SYSTEM TO PROVIDE MINIMUM 80 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
GLOBAL ENVIRONMENTAL PRODUCTS	M3 R3 R4 M4 M4 HSD M4E Zero Emissions	• ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	310	• FOUR (4) 0.072 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT SPRAY BAR • TWO (2) 0.072 INCH DIAMETER ORIFICE NOZZLES PER EACH GUTTER BROOM • ONE (1) 0.026 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE FAN SUCTION HOOD • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	3000 MX450 4000 4000 SDS MST 350	• ENCLOSED ELEVATOR SYSTEM • STEEL OR MIXED POLYESTER MAIN PICK UP BROOM • ONE (1) 0.072 INCH DIAMETER ORIFICE NOZZLE PER EACH GUTTER BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES PER EACH SIDE OF THE MAIN PICK UP BROOM • THREE (3) 0.057 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED BEHIND THE MAIN PICK UP BROOM • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN SPRAY BAR LOCATED UNDERNEATH THE CAB • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
JOHNSTON	VT605 VT610 VT650 V501 V651 V801	• TWO (2) 0.039 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • THREE (3) 0.042 INCH DIAMETER ORIFICE NOZZLES PER SUCTION BROOM • THREE (3) 0.039 INCH DIAMETER ORIFICE NOZZLES PER SUCTION NOZZLE • MULTI-POSITION SUCTION NOZZLE TWO ARM FACILITY • ONE (1) 0.042 INCH DIAMETER ORIFICE NOZZLE FOR THE IMPELLER FAN • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF JULY 10, 2024

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
JOHNSTON	770 CYCLONE/ RT655	• THREE (3) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR GUTTER BROOMS • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES FOR CENTER CURTAIN • FOUR (4) 0.055 INCH DIAMETER ORIFICE NOZZLES FOR FRONT BUMPER • TWO (2) 0.067 INCH DIAMETER ORIFICE NOZZLES FOR FRONT CURB SPRAY • TWO (2) 0.07 INCH DIAMETER ORIFICE NOZZLES ON LEFT AND RIGHT SIDE OF PICK UP HEAD • THREE (3) 0.082 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD FRONT SIDE • SEVEN (7) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD REAR SIDE • THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES FOR WINDROW PATH • TWO (2) 0.045 INCH DIAMETER ORIFICE NOZZLES FOR PICK UP HEAD SUCTION • ONE (1) 0.079 INCH DIAMETER ORIFICE NOZZLE FOR BLOWER FAN OUTLET • PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE
NESCON	X-BROOM	• THREE (3) 0.079 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • FIVE (5) 0.079 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FIVE (5) 0.050 INCH DIAMETER ORIFICE NOZZLES IN MAIN BROOM HOUSING • WATER PUMP TO PROVIDE 50 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
NITEHAWK	RAPTOR II REGENERATIVE AIR SWEEPER ** ** EQUIPPED WITH PM-10 OPTION PACKAGE	• FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON GUTTER BROOMS • WATER PUMP TO PROVIDE 70 PSI WATER PRESSURE *PLEASE NOTE THAT THE PM-10 OPTION PACKAGE DUST CONTROL SYSTEM IS DIFFERENT THAN THE STANDARD MODEL*
SCHWARZE	EV-1	• TWELVE (12) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION CLEANED THREE TIMES PER-MINUTE • FILTRATION SYSTEM ACTIVE AT ALL TIMES

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	EV-2	• EIGHT (8) POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM OPERATED AT ALL TIMES • EACH FILTER CLEANED THREE TIMES PER MINUTE
SCHWARZE	DXR	• POLYESTER DRY FILTER CARTRIDGES (MAINTAINED TO ENSURE PROPER INTEGRITY) • FILTRATION SYSTEM ACTIVE AT ALL TIMES • FILTRATION CLEANED FOUR TIMES PER MINUTE AND A HALF
SCHWARZE	A4000/ A4STORM	• FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES INSIDE HOPPER ON SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE
SCHWARZE	M5000/M6000/ M6AVALANCHE	• FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES ON MAIN BROOM • THREE (3) 0.036 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
SCHWARZE	A 7000/ A7 TORNADO A7 ZEPHYR A 8000/ A8 TWISTER A 9000/ A9 MONSOON	• SAWTOOTH DUST SEPARATION SCREEN, SELF DUMPING DUST SEPARATOR, FAN CENTRIFUGE • FIVE (5) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON THE SWEEPING HEAD • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HEAD INTAKE TUBE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN RIGHT HAND GUTTER BROOM • FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES LOCATED ON HOPPER SPRAY BAR • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN LEFT HAND GUTTER BROOM (REQUIRED IF BOTH GUTTER BROOMS ARE USED)
SCHWARZE	S348-I/ SUPERVAC VORTEX S348-LE/ SUPERVAC GALE FORCE SUPERVAC SUPER UPDRAFT	• FOUR (4) 0.036 INCH DIAMETER ORIFICE NOZZLES ON HOPPER SPRAY BAR • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES IN HOPPER • TWO (2) 0.036 INCH DIAMETER ORIFICE NOZZLES ON RIGHT HAND GUTTER BROOM • WATER PUMP TO PROVIDE 70 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.
Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

RULE 1186 CERTIFIED* STREET SWEEPERS AS OF JULY 10, 2024

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
STEWART-AMOS	STARFIRE S-4, S-5, AND S-6	• FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES CENTRALLY LOCATED BETWEEN THE MAIN BROOM AND THE ELEVATOR • FOUR (4) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED BENEATH THE FRONT BUMPER OF THE CHASSIS • TWO (2) 0.05 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH GUTTER BROOM • WATER PUMP TO PROVIDE 40 POUNDS PER SQUARE INCH WATER PRESSURE
PYTHON	S2000	• FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF A 36 INCH FILL DIAMETER REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH 42 INCH DIAMETER GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION *PLEASE NOTE THAT THE GUTTER AND REAR BROOM SIZES ARE DIFFERENT THAN THE STANDARD MODEL*
PYTHON	S3000	• FOUR (4) 0.008 INCH DIAMETER ORIFICE NOZZLES MOUNTED ABOVE AND AHEAD OF REAR BROOM • WATER LINE WITH 0.02 INCH DIAMETER ORIFICE AND THREE (3) 0.06 DIAMETER OUTLETS ABOVE EACH GUTTER BROOM • PUMP TO PROVIDE 24 POUNDS PER SQUARE INCH WATER PRESSURE DURING OPERATION

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TENNANT	SENTINEL	• GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TENNANT	830 / 831 II	• GUTTER/MAIN BROOM FULLY ENCLOSED SHROUD SYSTEM • DUAL FAN VACUUM SYSTEM (OPERATED AT ALL TIMES) • SYNTHETIC-SINGED POLYESTER FILTER (MAINTAINED TO ENSURE PROPER INTEGRITY)
TYMCO	210 300 350 435	• CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE FOR EACH GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	600 600 BAH FHD 500X	• CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • CENTER DEBRIS DEFLECTOR ASSEMBLY PERPENDICULAR TO THE PICK UP HEAD • FRONT DEBRIS DEFLECTOR CURTAIN ASSEMBLY PARALLEL TO THE PICK UP HEAD • LOW EMISSION DUST GUARDS (ONLY APPLICABLE TO CABOVER TRUCKS) • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • ONE (1) 0.093 INCH DIAMETER ORIFICE NOZZLE LOCATED IN BLOWER HOUSING • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
TYMCO	DST -4	• CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH 32 INCH DIAMETER GUTTER BROOM • ONE (1) 0.063 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH

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SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (South Coast AQMD)

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
TYMCO	DST - 6	• CYCLONIC, MULTIPASS, CENTRIFUGAL SEPARATION • SELF CONTAINED MULTIPLE FILTRATION SYSTEM UTILIZING PTFE MEMBRANE FILTERS • THREE (3) 0.063 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • TWO (2) 0.043 INCH DIAMETER ORIFICE NOZZLES FOR EACH GUTTER BROOM • ONE (1) 0.094 INCH DIAMETER ORIFICE NOZZLE LOCATED IN THE HOPPER • TWO (2) [MINIMUM] HOPPER BAFFLE CURTAINS • WATER PUMP WITH A MINIMUM SYSTEM RELIEF VALVE SET AT 25 POUNDS PER SQUARE INCH
VACALL	VS10/10D, VF10 VS13/13D, VF13 VS14/14D, VF14 VS16/16D, VF16 VS20/20D, VF20	• FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF EACH 36 INCH GUTTER BROOM • FOUR (4) 0.062 INCH DIAMETER ORIFICE NOZZLES LOCATED IN FRONT OF THE TRANSFER BROOM • TEN (10) 0.125 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE PICK UP HEAD • SIX (6) 0.181 INCH DIAMETER ORIFICE NOZZLES LOCATED INSIDE THE SCRUBBER COLLAR OF THE PICK UP HEAD • 48 INCH POWER VACUUM NOZZLE • MINIMUM 300 GALLON GRAVITY FEED WATER SUPPLY SYSTEM WITH WATER CONTINUOUSLY SUPPLIED TO ALL NOZZLES • LOW VELOCITY DUST COLLECTION AIR CHAMBER • MINIMUM OF SIX (6) EXPANDED METAL SCREENS

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MAKE*	MODEL*	DUST CONTROL SYSTEM*
WAYNE SWEEPERS* (*acquired by Curbtender)	CENTURION	• SEVEN (7) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR UNDERNEATH THE CAB • TWO (2) 0.0925 INCH DIAMETER ORIFICE NOZZLES PER GUTTER BROOM • *(GUTTER BROOMS CAN BE OPERATED WITHOUT WATER SPRAYS IF FULLY ENCLOSED SHROUD SYSTEM IS UTILIZED AND MAINTAINED PER THE MANUFACTURERS SPECIFICATIONS)* • THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES ON SPRAY BAR ABOVE CONVEYOR • 300 GALLON WATER TANK • WATER PUMP TO PROVIDE MINIMUM OF SEVEN GALLONS PER MINUTE • SINGLE FAN VACUUM SYSTEM
WAYNE SWEEPERS (*acquired by Curbtender)	GLADIATOR	• THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • FOUR (4) 0.0925 INCH DIAMETER ORIFICE NOZZLES AT THE REAR BROOM • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE
WAYNE SWEEPERS (*acquired by Curbtender)	WARRIOR	• THREE (3) 0.0925 INCH DIAMETER ORIFICE NOZZLES LOCATED AT EACH SIDE BROOM • SIX (6) 0.0925 INCH DIAMETER ORIFICE NOZZLES ACROSS FRONT BUMPER • WATER PUMP TO PROVIDE 60 POUNDS PER SQUARE INCH WATER PRESSURE

* In order to ensure compliance with Rule 1186 requirements, all certified equipment must be operated and maintained in accordance with the manufacturer's specifications. End users are responsible for ensuring that the dust control systems are in place for each certified sweeper.

Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

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ADDITIONAL NOTES:

** For any entity wishing to operate a NiteHawk Raptor II compliant with Rule 1186, the sweeper must be ordered with PM-10 Option Package, which includes the following:

- Front Spray bar configured with ***Four (4)*** 0.036-inch Orifice Spray Nozzles
- ***Two (2)*** Sweeper Head Spray Nozzles ***Removed*** from the Dust Suppression System
- 24" Whisper Wheel Fan Turbine Installed in place of Standard Hi Flow Fan Turbine
- Low Profile Brooms installed (applicable to driver side and passenger side brooms)
    - 60 holes, 17 bristles. Bristle Dimension: 20" Length, 0.034" Thick, 0.011" Width
- Blower Vacuum System
    - System will be tuned to an airflow rating of 6,178 CFM
    - System will be tuned to deliver 27 HP at fan

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Note: The make and model of the sweeper must have the dust control system(s) specified above to be in compliance. (Standard or older models may not have all the systems). Please contact the manufacturer if you would like to ensure that your sweeper(s) are Rule 1186 compliant.

May 19, 2017

EXAMPLES OF ADDITIONAL STREET SWEEPER EQUIPMENT NOT ELIGIBLE FOR REIMBURSEMENT

1. Automatic lubrication system (Autolube, grease jockey system)
2. Hopper access step
3. Hydrant hopper wash down system
4. Conveyer flush kit with hydrant
5. 1000 pounds per square inch (PSI) wand
6. Dual HiBack air-suspended seats
7. Hand hose
8. Hopper sound suppression
9. Right hand steer chassis upcharge
10. Air horn (reimbursable when conventional electric horn is not included)
11. AM/FM radio; CD
12. Training
13. Magnet bar
14. Stainless steel hopper
15. Sweeper, truck and wheel yellow paint
16. Additional roof-mounted air conditioner
17. Holder rear mount for five-gallon pail
18. Cigarette lighter with 12v
19. Foam filled tire
20. Window tinting
21. Move exhaust port to left side of vehicle
22. John Deere auxiliary engine - Tier iT4

ADOT

Infrastructure Delivery and Operations

MEMORANDUM

TO: PM 10 Street Sweepers Program Awardees

FROM: Lisa Pounds, Local Public Agency Manager

CC: Patrick Stone, Federal Aid Administrator

DATE: Tuesday June 11, 2019

RE: Interim Process for Disposition of Street Sweepers acquired with federal funds under FIN-11.08 Federal Property Management Standards Policy

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This memorandum serves as notice to recipients and subrecipients of federal funds through a pass-through entity that acquire, in whole or in part, with federal funds or whose costs are charged to a project supported by a federal grant, of a change in procedure for the disposition of street sweepers owned by subrecipients. Due to administrative changes in the PM 10 Street Sweeper Program, ADOT Policy FIN-11.08 Federal Property Management Standards (attached) is in the process of being updated. In the interim, ADOT is requesting that subrecipients no longer forward funds resulting from the trade-in or sale without replacement of sweepers to the entity from which it received funds for the original purchase. Instead, the funds will need to be forwarded to ADOT. ADOT's Financial Management Services division will make adjustments to the current or future year distribution from the federal awarding agency.

Should you have any questions regarding this change in procedure, you may contact me at LPounds@azdot.gov or 602-712-8088.

Sincerely,

Lisa Pounds
Local Public Agency Manager

ARIZONA DEPARTMENT OF TRANSPORTATION
POLICIES AND PROCEDURES

FIN-11.08 FEDERAL PROPERTY MANAGEMENT STANDARDS

Effective: October 18, 2010
Supersedes: FIN-11.08 (1/28/2010)
Responsible Office: Fixed Assets
Phone: (602) 712-8028

Review: October 18, 2012
Transmittal: 2010 - October

8.01 PURPOSE

To establish uniform standards governing the use and disposition of property acquired, in whole or in part, with federal funds or whose cost was charged to a project supported by a federal grant.

8.02 SCOPE

This policy applies to all recipients or subrecipients of federal funds through a pass-through entity. The policy is limited to those items whose acquisition cost is at least $5,000 per unit.

8.03 DEFINITIONS

Acquisition Cost	Net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges, such as the cost of installation, transportation, taxes, professional services, duty, or protective in-transit insurance can be included or excluded from the cost in accordance with generally accepted accounting principles.
Common Rule	49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, the federal regulation which governs all grants subject to this policy.
Federal Awarding Agency	Agency of the federal government that awards the grants. These agencies include, but are not limited to: A. United States Department of Transportation (DOT) 1. Federal Highway Administration (FHWA) 2. Federal Transit Authority (FTA) 3. Federal Aviation Administration (FAA) 4. Federal Motor Carrier Safety Administration (FMCSA) 5. National Highway Transportation Safety Administration (NHTSA) 6. Federal Railroad Administration (FRA) B. United States Department of the Interior (DOI) 1. Bureau of Indian Affairs (BIA) 2. Bureau of Land Management (BLM)

Grant	A sum of money given by one governmental entity to some other entity for the purpose of achieving some goal or supporting some program.
Pass-through Entity	A non-federal entity that provides a federal grant to a subrecipient to carry out a federal program.
Personal Property	Property which is non-financial in nature, which has a useful life of at least one year, and which is used in operations, except real property. Personal property is further classified as one of the following: A. Tangible—having physical existence. B. Intangible—having no physical existence, such as patents, software, inventions, and copyrights.
Real Property	Land, Buildings, Improvements, and related property rights, which are used in operations.
Recipient	A non-federal entity, such as ADOT, that expends federal awards received directly from a federal awarding agency to carry out a federal program.
Subrecipient	A non-federal entity that expends funds from a federal grant received from a pass-through entity to carry out a federal program. Examples would be Pima Association of Governments (PAG), Maricopa Association of Governments (MAG), as well as cities and towns, Metropolitan Planning Organizations (MPO's), and Councils of Government (COG's). An entity that receives funding from a subrecipient is also a subrecipient. (Note: The terms and conditions of the federal award are carried forward from the recipient to the subrecipient.)

8.04 PROCEDURES FOR ALL FEDERALLY-FUNDED PERSONAL PROPERTY

A. When statutory authority exists, title to property purchased in whole or part with federal funds shall be vested in the recipient or subrecipient upon acquisition. The recipient or subrecipient is, however, responsible for adherence to any applicable federal program compliance requirements (49 CFR 18 Section 32).

B. Use of Personal Property—federally-funded personal property may be used under the following conditions:

1. Property shall be used by the recipient or subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds.

2. When no longer needed for the original program or project, the property may be used in other activities currently or previously supported by a federal agency.

3. The recipient or subrecipient shall make property available for use on other projects or programs currently or previously supported by the federal government, providing such use will not interfere with the work on the projects or programs for which it was originally acquired.

4. The recipient or subrecipient shall not use property acquired with grant funds to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by federal statute.

5. When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency, as well as ADOT.

   (Note: The federal awarding agency may be entitled to a share of the trade-in amount. Sections 8.04.I.1 and 8.04.I.2 show how this amount is calculated.)

6. For ADOT-owned property, any such transactions are subject to the rules for disposal of ADOT property described in ADOT Policy FIN-11.02, 'Control and Inventory of ADOT Property.'

C. Property obtained under a federal grant may be titled to, be in the physical custody of, and be carried on the financial statements of, a recipient or subrecipient. However, from the perspective of the federal awarding agency, ADOT is the agency to whom the federal agency has granted funds; as such, the federal awarding agency expects ADOT to ensure that federal regulations are followed.

D. Federal regulations permit states to impose their own requirements on their subrecipients. The State of Arizona does have more strict requirements, which apply to ADOT's subrecipients, as they apply to ADOT. Therefore, transactions, as described herein, may be subject to approval by ADOT.

E. In the normal course of business, ADOT may grant funds to a subrecipient (e.g. Maricopa Association of Governments, or MAG), which in turn grants them to its own subrecipient (e.g. a city or town). When this additional granting occurs, ADOT expects that ADOT's subrecipient will ensure compliance with all federal and state requirements, and further expects that ADOT's subrecipient (MAG, in this example) will handle all communications with its subrecipient, including, but not limited to:

   1. The gathering of information to complete the annual inventory, as described in Section 8.06 of this policy, 'Inventorying Federally-Funded Property Owned by Subrecipients.'

   2. All rules governing the disposition of federally-funded property, as described in Section 8.07 of this policy, 'Disposition of Federally-Funded Property Owned by Subrecipients.'

F. All federally-funded property, regardless of whether title is held by ADOT or by a subrecipient, is subject to the provisions of 49 CFR 18, also known as the Common Rule.

G. Property management requirements for federally-funded personal property include:

   1. Maintain property records that contain:

      a. description of property
      b. vendor
      c. model
      d. manufacturer
      e. serial number

f. name of title holder
g. acquisition date
h. cost of property
i. accumulated depreciation
j. net book value
k. federal awarding agency
l. percentage of federal participation
m. percentage of recipient or subrecipient participation
n. location, use, and condition of property
o. date of disposal and sale price or trade-in value
p. contact person, with phone number

2. An annual physical inventory, which includes a report of all assets purchased in whole, or in part, with funds from the federal awarding agency when required by that agency. For property owned by ADOT, the inventory must reconcile to the financial statements as of the end of ADOT's fiscal year (June 30). Guidelines for inventorying property owned by subrecipients are discussed in Section 8.06, 'Inventorying Federally-Funded Property Owned by Subrecipients.' In either case, the inventory is to be submitted to the federal awarding agency by October 31.

3. A control system to prevent loss, damage, or theft.

4. Adequate maintenance procedures.

5. Sales procedures (if authorized or required to sell property) which ensure the highest possible return.

H. Disposition of Personal Property—When original or replacement equipment is no longer needed for the original program or project, or for other activities currently or previously supported by a federal agency, the property may be sold, with the federal awarding agency having the right to a share of the proceeds. Examples of how this share is calculated are shown is Sections 8.04.I.1 and 8.04.I.2 of this policy.

I. Federal Awarding Agency's Share of Sale Proceeds: When a recipient or subrecipient sells, by any means (e.g. trade-in, auction, etc.), property purchased with federal funds, the federal awarding agency is entitled to a share of the proceeds, calculated using one of the following methods:

1. The federal awarding agency has the right to a calculated amount:

Current market value Or proceeds from sale (including trade-in)	**X**	Awarding agency's share (federal participation %) of the equipment

If the grant agreement calls for the recipient or subrecipient to fund a percentage of the purchase price, that purchase price is calculated net of the trade-in amount, regardless of how much, if any, of the trade-in amount the federal awarding agency is entitled to.

Example: The following facts are assumed:

- Purchase price of replacement property—$200,000
- Trade-in allowance provided by vendor—$20,000
- Net invoice price—$180,000
- Percent of new property to be funded by subrecipient—20%
- Percent of traded-in property which was funded by federal awarding agency—85%

In this example:

- Amount of trade-in allowance to federal awarding agency—$17,000 ($20,000*85% federal share on traded-in property)
- Amount of trade-in allowance to subrecipient—$3,000 ($20,000 less $17,000)
- Amount of purchase of new property funded by subrecipient—$36,000 ($180,000*20% local share)
- Amount of cash outlay by recipient or subrecipient—$33,000 ($36,000 less $3,000)

2. Should the property include an attachment not eligible for federal participation, the trade-in allowance will be pro-rated between the original purchase and the attachment based on their relative costs. It is the responsibility of the recipient or subrecipient to provide documentation of these costs.

Example: The following facts are assumed:

- Purchase price of replacement property—$200,000
- Trade-in allowance provided by vendor—$20,000
- Net invoice price—$180,000
- Percent of new property to be funded by subrecipient—20%
- Purchase price of federally-funded traded-in property—$90,000
- Purchase price of subrecipient-funded attachment, not eligible for federal participation—$10,000
- Total cost of traded-in property—$100,000
- Percent of traded-in property allocated to subrecipient-funded attachment—10% ($10,000/$100,000)
- Percent of traded-in property which was funded by federal awarding agency (before accounting for attachment)—85%

In this example:

- Amount of trade-in allowance directly allocated to subrecipient—$2,000 ($20,000*10% not eligible for federal participation)
- Amount of trade-in allowance allocated to original purchase—$18,000 ($20,000 less $2,000)
- Amount of remaining trade-in allowance to federal awarding agency—$15,300 ($18,000*85% federal share on traded-in property)
- Amount of regaining trade-in allowance to subrecipient—$2,700 ($18,000 less $15,300)
- Total trade-in allowance to subrecipient—$4,700 ($2,000 plus $2,700)

- Amount of purchase of new property funded by subrecipient—$36,000 ($180,000*20% local participation on new property)
- Amount of cash outlay by subrecipient—$31,300 ($36,000 less $4,700)

3. If appropriate disposition action is not taken by the recipient/subrecipient of the equipment, the federal awarding agency may direct the action to be taken.

J. Salvage Credits—Any proceeds received from the sale of salvage or scrap material are to be credited to the project to which the material was originally charged, or to a similar project.

8.05 PROCEDURES FOR ALL FEDERALLY-FUNDED REAL PROPERTY

A. Title to real property under a grant will vest, upon acquisition, in the recipient or subrecipient, as applicable. The recipient or subrecipient is, however, responsible for adherence to any applicable federal program compliance requirements under the Code of Federal Regulations (CFR) 49 CFR 18 Section 31.

B. Real property will be used for the originally-authorized purposes for as long as is needed for those purposes, and the recipient or subrecipient shall not dispose of or encumber its title or other interests.

C. When real property is no longer needed for the originally-authorized purpose, the subrecipient will notify ADOT, in writing, of its intentions regarding the property. One of the following options is to be selected:

1. Retention of title, after compensating the awarding agency an amount computed by multiplying the awarding agency's percentage of participation by the fair market value of the property. If real property acquired with federal funds is disposed of and replaced with real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

2. Sale of property, with the awarding agency being compensated in an amount equal to the awarding agency's percentage of participation by the sales price, after reducing said price by actual and reasonable selling and fix-up expenses. Procedures shall be in place to provide for as competitive a sales process as practicable, with the intent of realizing the highest possible return.

   (Note: Examples of how to calculate the federal awarding agency's share of the sales proceeds are found in Sections 8.04.I.1 and 8.04.I.2 of this policy.)

3. Transfer of title to the awarding agency, with the recipient or subrecipient being compensated in an amount calculated by multiplying the recipient's or subrecipient's percentage of participation by the fair market value of the property.

8.06 INVENTORYING FEDERALLY-FUNDED PROPERTY OWNED BY SUBRECIPIENTS

When required by the federal awarding agency, an annual inventory is submitted of all assets purchased, in whole or in part, with federal funds, regardless of whether or not the property is in ADOT's physical custody or is carried on ADOT's financial statements. For property owned either by ADOT's subrecipients (e.g. MAG), or a subrecipient's subrecipients (e.g. a city or town), the following rules must be followed.

A. The inventory from all subrecipients must include all information described in 8.04.G.1 of this policy.

B. The inventory must reconcile to the financial statements as of the end of the entity's fiscal year (generally June 30).

C. The inventory must be submitted by ADOT's subrecipient (e.g. MAG) to the ADOT Fixed Assets Manager by October 31.

8.07 DISPOSITION OF FEDERALLY-FUNDED PROPERTY OWNED BY SUBRECIPIENTS

A. When federally-funded property is removed from service, voluntarily or otherwise, all parties involved must adhere to both federal and State of Arizona requirements. While federal requirements apply primarily to capital assets, those assets costing at least $5,000 per unit, the State of Arizona has more strict requirements, both in terms of the processes to be followed and the fact that the State's requirements apply to all property, not just property costing at least $5,000 per unit.

B. No property is to be transferred to another entity, removed from the physical custody of the subrecipient, or deleted from the subrecipient's financial records without written approval from the ADOT Fixed Assets Manager. This approval will be communicated through ADOT's subrecipient (e.g. MAG).

C. When property has been disposed of, it is the responsibility of the subrecipient to make sure the property is not included in the next inventory forwarded to ADOT, as described in Section 8.06 of this policy.

D. When the subrecipient has received its funding from ADOT's subrecipient (e.g. a city receiving funding from MAG), the flow of communication, and any required documentation, is as follows. All of this communication must be in writing.

1. The subrecipient (e.g. city) will inform MAG.
2. MAG will inform the ADOT Fixed Assets Manager.
3. The ADOT Fixed Assets Manager will inform MAG of the approval and of any additional required steps.
4. MAG will inform the subrecipient (e.g. city).

E. The following are requirements which are unique to the various categories of disposition:

1. **MISSING/STOLEN**—The subrecipient must obtain a police report from a local law enforcement agency.

2. **ACCIDENTAL DESTRUCTION**—The subrecipient must provide details about the destroyed property.

3. **DONATION**—Approval of both the federal awarding agency and ADOT are required prior to any donation.

4. **SURPLUS**—When property obtained under a federal grant is no longer needed for the purpose for which it was obtained, the property may be used in other activities currently or previously supported by a federal agency. When the subrecipient has determined that no such use is available, the property may be removed from service ('surplused'). Approval of both the federal awarding agency and ADOT are required.

5. **CANNIBALIZATION/ON-SITE DESTRUCTION**—When it is determined that federally-funded property has value as a component of other property ('cannibalization') or if it is

determined that the most effective way to dispose of such property is to destroy it on-site, an email, letter, or memorandum must be submitted and forwarded to the ADOT Fixed Assets Manager. This email, letter, or memorandum must contain the property's description, pictures of the property, and the reason for the request.

6. **TRADE-IN/SELLING WITH REPLACEMENT**—Trading in federally-funded property as partial payment on replacement property, or selling, may be done with approval of both the federal awarding agency and ADOT. The subrecipient must send an email, letter, or memorandum; this email or memorandum must include a complete description of the item(s) to be traded, a complete description of the item(s) to be purchased, a copy of the vendor quote which specifies price, trade-in amount, and net cost, and the reason for the request. No purchase order should be placed for replacement equipment without affirmative approval of the ADOT Fixed Assets Manager. For selling, the subrecipient must prepare an email, letter, or memorandum including the same information as for a trade-in, except that the manner of the sale is to be specified. The federal awarding agency is entitled to a share of the proceeds per the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy, as applicable.

7. **TRADE-IN/SELLING WITHOUT REPLACEMENT**—If a subrecipient wants to sell federally-funded property without intending to obtain replacement within the next funding cycle, the subrecipient may do so. However, the federal awarding agency is still entitled to its share of the proceeds, per the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy, as applicable. The forwarding of this share is administered using either of the following methods:

   a. The subrecipient forwards the funds to the entity from which it received funds for the original purchase. If a city or town is selling the property, the funds would be forwarded to the subrecipient (in this example, MAG, although it would apply equally to any subrecipient). In this example, or if MAG sells the property, MAG will account for the funds internally and make adjustments to the current or future year distribution from the federal awarding agency.

   b. The subrecipient notifies the entity from which it received funds for the original purchase (again, either MAG or ADOT, as applicable). Both the subrecipient and (in this example) MAG will track the funds, with the intent of properly applying the funds to a purchase of replacement property made at some future date.

F. **SALVAGE CREDITS**—If any proceeds are received from the sale of salvage or scrap material, the federal awarding agency is entitled to a share of these proceeds, as calculated in the examples shown in Sections 8.04.I.1 and 8.04.I.2 of this policy.

8.08 SUPPLIES

Title to supplies acquired under a grant will vest, upon acquisition, in the recipient or subrecipient as applicable. If, after termination or completion of the award, there is a residual inventory of unused supplies whose fair market value exceeds $5,000, and if the supplies are not needed for any other federally-sponsored programs or projects, the recipient or subrecipient shall compensate the awarding agency for its share.

8.09 COPYRIGHTS

The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

A. The copyright in any work, such as a book, publication, or other copyrightable material developed under a grant, or contract under a grant.

B. Any rights of copyright to which a recipient, subrecipient, or a contractor purchases ownership with grant support.

8.10 PATENTS

The inventor of a patentable invention developed under a federally-funded grant retains rights to the invention. All contracts initiated by any pass-through entity or subrecipient must include the following clause, suitably modified to identify the parties, 'The subrecipient or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subrecipient or contract, obtain rights in the subrecipient's or contractor's subject inventions (37 CFR Part 401).

8.11 CONTACT INFORMATION

The ADOT Fixed Assets unit may be contacted at:

206 S. 17th Avenue, Mail Drop 203B
Phoenix, AZ 85007
(602) 712-8028 (manager)
(602) 712-6592
Email: Fixedassets@azdot.gov

8.12 CORRESPONDING POLICIES

FIN-11.02 Control and Inventory of ADOT Property

8.13 CORRESPONDING FEDERAL REGULATIONS

37 CFR 401 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the Common Rule).

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.B. DS - Minor Subdivision for Merit Buckeye Industrial Park
DATE PREPARED: 04/09/25	**DISTRICT NO.:** No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
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)
City Council to take action on a Minor Subdivision titled "Merit Buckeye Industrial Park", located on approximately 100.75 acres of property located south of the southeast corner of Baseline Road and Turner Road, directly south of Union Pacific Railroad.

SUMMARY

PROJECT DESCRIPTION:
Hunter Engineering, on behalf of multiple property owners, is requesting approval of a 5-lot, 100.75-acre Minor Subdivision for Merit Industrial Park, located south of the southeast corner of Baseline Road and Turner Road, immediately south of Union Pacific Railroad. A Minor Subdivision is used to divide property into 10 or fewer lots, delineate property boundaries, and dedicate any applicable rights-of-way and easements. Upon approval, Minor Subdivisions are recorded with the Maricopa County Recorder's Office to create an official record of a land subdivision. The proposed Minor Subdivision, Application PLZS-24-0013, divides the 100.75-acre subject property into 5 lots, dedicates right-of-way to accommodate future expansion of Turner Road, and dedicates various easements in support of the development of the subject property with light industrial uses, including the existing and operating Rehrig Pacific Company's manufacturing facility and the Blue Polymers manufacturing facility currently under construction.

BENEFITS:

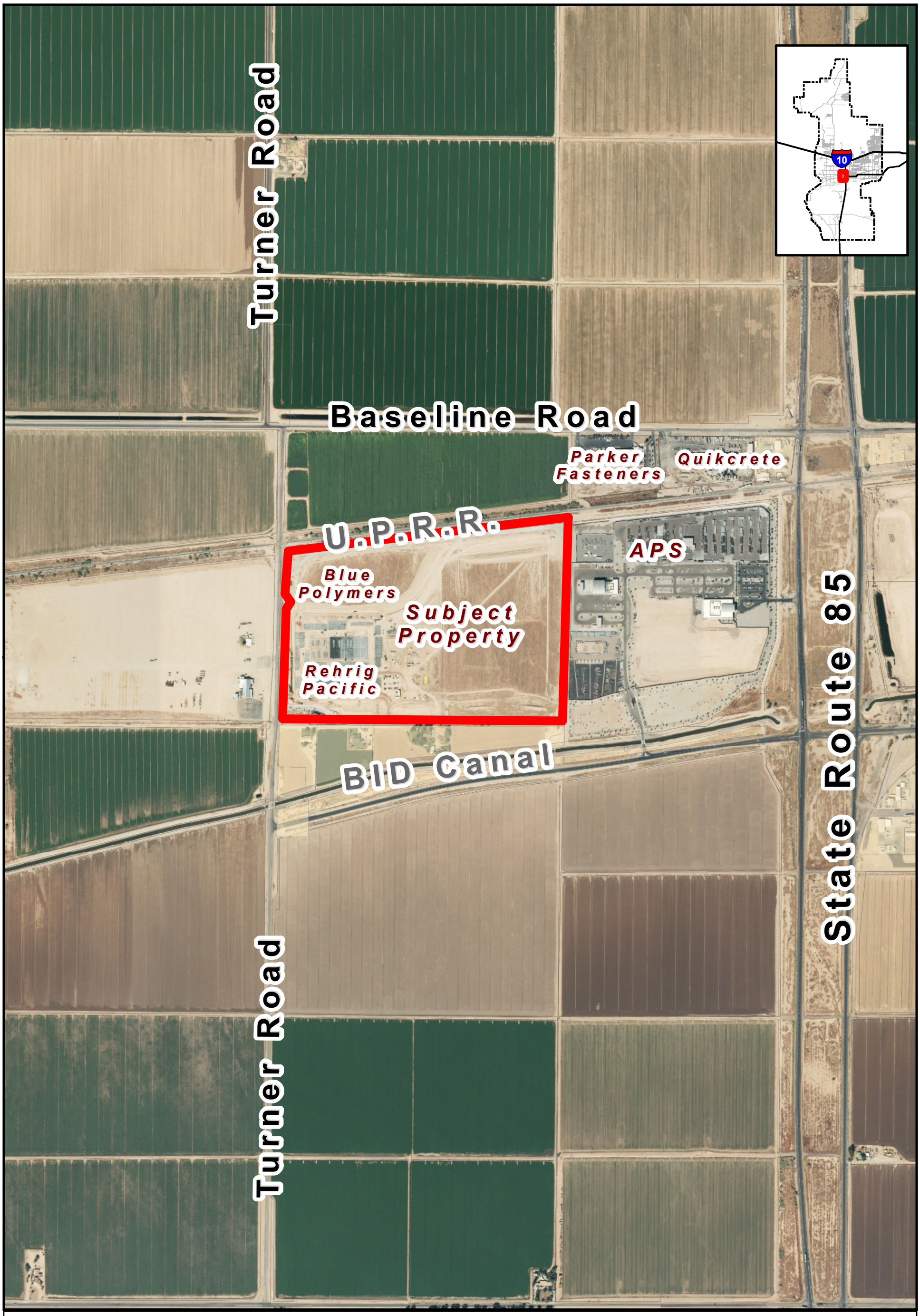
The Minor Subdivision will facilitate development of the property with light industrial businesses that create job opportunities for area residents and dedicates sufficient right-of-way to allow for future expansion of Turner Road, when needed.

FINANCIAL IMPACT STATEMENT:
See Planning 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:
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Proposed Minor Subdivision.pdf



VICINITY MAP

PLZS-24-0013
Merit Buckeye Industrial Park Minor Subdivision
City Council District #2

BUCKEYE, AZ

N
W E
S

Exhibit B

MINOR SUBDIVISION FOR "MERIT BUCKEYE INDUSTRIAL PARK"

4R PLZS-24-0013 RECEIVED MAR 5 2025 WD

A REPLAT OF LOTS 1, 2 & 3, OF "BUCKEYE INDUSTRIAL PARK", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAP, PAGE 25, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MP BUCKEYE LOGISTICS PARK QOZB, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, REHRIG PACIFIC COMPANY, LLC, AN DELAWARE CORPORATION AND BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS ("OWNERS") HAVE SUBDIVIDED UNDER THE NAME "MERIT BUCKEYE INDUSTRIAL PARK", A REPLAT OF LOTS 1, 2 & 3 OF "BUCKEYE INDUSTRIAL PARK", AS RECORDED IN BOOK 1530 OF MAPS, PAGE 25 OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA. LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT FOR "MERIT BUCKEYE INDUSTRIAL PARK", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, CONSTITUTING SAME, AND THAT EACH LOT, SHALL BE KNOWN BY THE NUMBER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER(S) HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER(S) HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE MINOR SUBDIVISION FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ('USAF') AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

THAT MP BUCKEYE LOGISTICS PARK QOZB, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, REHRIG PACIFIC COMPANY, LLC, AN DELAWARE CORPORATION, AND BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNERS") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

THE CITY GRANTS TO REHRIG PACIFIC COMPANY, LLC, AND BLUE POLYMERS, LLC A SIGN EASEMENT IN THE LOCATION SHOWN AND DEFINED WITHIN THIS PLAT. THIS EASEMENT SHALL BE USED FOR A MONUMENT SIGN AND SIGN RELATED USES AS APPROVED BY THE CITY. OWNER WILL BE REQUIRED TO RELOCATE SIGNS ONTO PRIVATE PROPERTY AT SUCH TIME CITY NOTIFIES OWNER OF TURNER ROAD WIDENING.

MP BUCKEYE LOGISTICS PARK QOZB, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, REHRIG PACIFIC COMPANY, LLC, AN DELAWARE CORPORATION AND BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY DO HEREBY;
(1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND
(2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF- WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS

IN WITNESS WHEREOF, OWNER(S) HAVE HEREUNTO CAUSED THEIR CORPORATE NAMES TO BE SIGNED AND THEIR

CORPORATE SEALS TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

MP BUCKEYE LOGISTICS PARK QOZB, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MERIT PARTNERS INC., ARIZONA CORPORATION

ITS GENERAL PARTNER

BY: _____

ITS: PRESIDENT

BY: _____

ITS: VICE PRESIDENT

REHRIG PACIFIC COMPANY, LLC, AN DELAWARE CORPORATION

BY: _____

ITS: PRESIDENT

BY: _____

ITS: VICE PRESIDENT

ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION
SEE ACKNOWLEDGEMENT SHEET 2

BY: _____

ITS: PRESIDENT

BY: _____

ITS: VICE PRESIDENT

BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
SEE ACKNOWLEDGEMENT SHEET 2

BY: _____

ITS: PRESIDENT

BY: _____

ITS: VICE PRESIDENT

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE PRESIDENT OF MERIT PARTNERS INC., WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

GENERAL NOTES:

1. THE LOTS DEPICTED ON THIS FINAL PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVER FLIGHTS BY JET AIRCRAFT.

2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.

3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.

5. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

6. THIS SITE CONSISTS OF A TOTAL OF 5 LOTS, IN THE GENERAL COMMERCE (GC) ZONING DISTRICT.

7. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01 AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATE OF ASSURED WATER SUPPLY IS NOT REQUIRED.

8. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.

9. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.

10. A BLANKET CROSS LOT ACCESS AND PARKING EASEMENT IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PARKING AND INGRESS AND EGRESS OF VEHICLES, INCLUDING EMERGENCY VEHICLES, PEDESTRIANS, AND BICYCLES. THE UNDERLYING PROPERTY OWNER OR ASSIGNS IS RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT AREA.

11. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

12. IT IS ACKNOWLEDGED THAT THIS PROPERTY WAS NOT REQUIRED TO BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND THAT THIS PROPERTY IS PART OF AN APPROVED STREET LIGHTING IMPROVEMENT DISTRICT (SLID), IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

13. THE PURPOSE OF THIS REPLAT IS TO REDEFINE LOT 3 AND DEDICATE RIGHT-OF-WAY ALONG TURNER ROAD, THE AGREEMENTS, CONDITIONS, AND RESTRICTIONS OF THE FINAL PLAT RECORDED IN BOOK 1530, PAGE 25, M.C.R., WILL REMAIN IN FULL EFFECT WITH THIS REPLAT.

14. FOR PLANNING PURPOSES LOT 3 WOULD BE ACKNOWLEDGED AS A LOT GREATER THAN 20 ACRES.

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE VICE PRESIDENT OF MERIT PARTNERS INC., WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE PRESIDENT OF REHRIG PACIFIC COMPANY, LLC, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND

WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE VICE PRESIDENT OF REHRIG PACIFIC COMPANY, LLC, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

SURVEYOR:

HUNTER ENGINEERING INC.
10446 N. 74TH ST., STE. #140
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
CONTACT: JAMES A. BRUCCI
R.L.S. #29865

OWNERS:

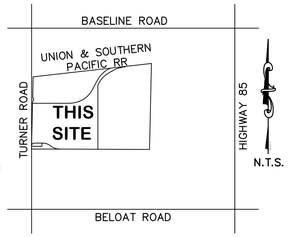
MP BUCKEYE LOGISTICS PARK QOZB, LLC;
2555 E CAMELBACK RD. SUITE 108,
PHOENIX AZ, 85016

REHRIG PACIFIC COMAPNY;
4010 E 26TH ST, VERNON CA, 90058

BLUE POLYMERS, LLC
1900 SUMMIT TOWER BLVD., SUITE 900
ORLANDO, FLORIDA 32810

ARIZONA PUBLIC SERVICE COMPANY
400 NORTH 5TH STREET, MS 8695,
PHOENIX AZ, 85004

C/O MERIT PARTNERS INC.
2555 E. CAMELBACK RD., STE. 180
PHOENIX, AZ. 85016
PHONE: (480) 483-0360
CONTACT: KEVIN CZERWINSKI



VICINITY MAP

SECTION 2 T1S,.R.4W.
MARICOPA, COUNTY

FLOOD ZONE DESIGNATION:

THIS PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X, ZONE A, AND ZONE AH BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2560L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY MARICOPA COUNTY NO. 040037, AND TOWN OF BUCKEYE NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

LEGAL DESCRIPTION PARENT PARCEL:

LOTS 1, 2, & 3, OF MINOR SUBDIVISON MAP OF "BUCKEYE INDUSTRIAL PARK", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAP, PAGE 25.

LOT AREAS:

NET AREA

LOT 1 AREA: 14,927 SQ.FT. ±, 0.343 ACRES ±

LOT 2 AREA: 38,339 SQ. FT ±, 0.880 ACRES ±

LOT 3 AREA: 848,848 SQ.FT. ±, 19.487 ACRES ±

LOT 4 AREA: 1,987,434 SQ.FT. ±, 45.625 ACRES ±

LOT 5 AREA: 1,499,319 SQ.FT. ±, 34.420 ACRES ±

TOTAL NET LOTS:1O0.755 AC±, 4,388,888 SQ. FT.±:

TOTAL RW DEDICATED ALONG TURNER ROAD FROM EXISTING 55' RW:
0.605 AC±, 26,353 SQ.FT.±.

TOTAL AREA RECORDED PLAT: DEDICATED ALONG TURNER ROAD & LOTS 1 THROUGH 5:
101.361 AC±, 4,415,285 SQ.FT.±.

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2 WHICH BEARS SOUTH 1°18'33" WEST PER THE MINOR SUBDIVISION MAP OF BUCKEYE INDUSTRIAL PARK PER BOOK 1530 OF MAPS, PAGE 25 OF THE RECORDS OF MARICOPA COUNTY, ARIZONA.

APPROVALS:

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____2024.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATION:

I, JAMES A. BRUCCI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JANUARY 2024. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
JAMES A BRUCCI
REGISTERED LAND SURVEYOR #29865

REGISTERED LAND SURVEYOR 29865 JAMES A. BRUCCI 3/05/25 ARIZONA U.S.A.

EXPIRES 3/31/2026

NO.	DATE	REVISION	BY

PURPOSE: FINAL PLAT

DRAWN BY: AA
CHECKED BY: jab

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

MINOR SUBDIVISION FOR
"MERIT BUCKEYE INDUSTRIAL PARK"
A REPLAT OF LOTS 1, 2 & 3, OF "BUCKEYE INDUSTRIAL PARK", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAP, PAGE 25, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 2
TWNSHP: 1S
RANGE: 4W

JOB NO.: MERT041-FP

SCALE N.T.S.

SHEET 1 OF 3

PLZS-24-0013

MINOR SUBDIVISION
FOR
"MERIT BUCKEYE INDUSTRIAL PARK"

A REPLAT OF LOTS 1, 2 & 3, OF "BUCKEYE INDUSTRIAL PARK", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAP, PAGE 25, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

4R PLZS-24-0013 RECEIVED MAR 5 2025 WD

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE PRESIDENT OF ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE PRESIDENT OF BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE VICE PRESIDENT OF ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)S.S.
COUNTY OF MARICOPA)

ON THIS _____DAY OF _____ ,2025, BEFORE ME, THE UNDERSIGNED,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED SELF TO BE THE VICE PRESIDENT OF BLUE POLYMERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

REGISTERED LAND SURVEYOR
29865
JAMES A.
BRUCCI
DATE SIGNED 3/05/25
ARIZONA U.S.A.

EXPIRES 3/31/2026

NO.	DATE	REVISION	BY

PURPOSE: **FINAL PLAT**

DRAWN BY: AA
CHECKED BY: jab

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST. SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

MINOR SUBDIVISION FOR
"MERIT BUCKEYE INDUSTRIAL PARK"
A REPLAT OF LOTS 1, 2 & 3, OF "BUCKEYE INDUSTRIAL PARK", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAP, PAGE 25, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 2
TWNSHP: 1S
RANGE: 4W

JOB NO.: MERT041-FP

SCALE N.T.S.

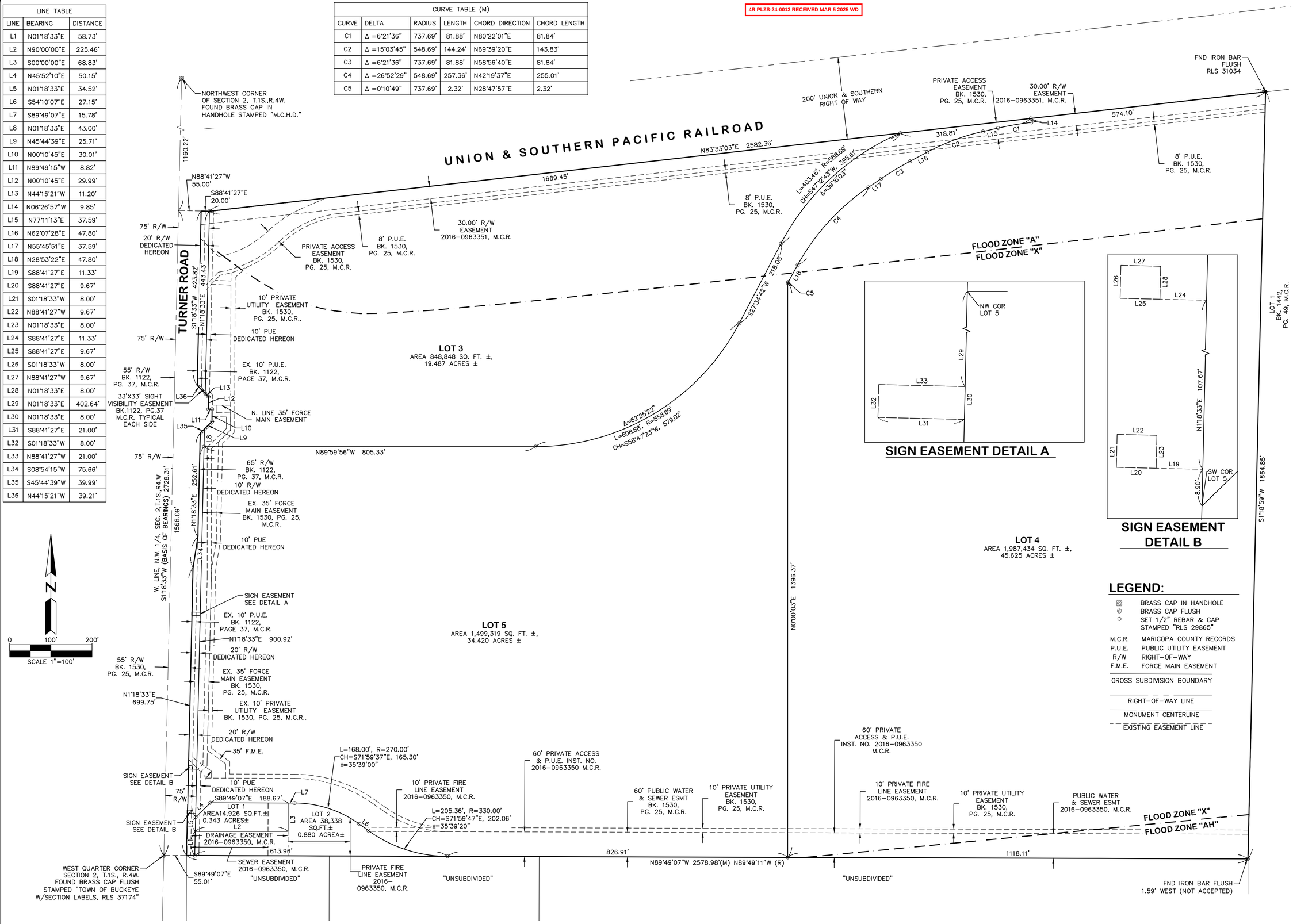
SHEET 2 OF 3

PLZS-24-0013

4R PLZS-24-0013 RECEIVED MAR 5 2025 WD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°18'33"E	58.73'
L2	N90°00'00"E	225.46'
L3	S00°00'00"E	68.83'
L4	N45°52'10"E	50.15'
L5	N01°18'33"E	34.52'
L6	S54°10'07"E	27.15'
L7	S89°49'07"E	15.78'
L8	N01°18'33"E	43.00'
L9	N45°44'39"E	25.71'
L10	N00°10'45"E	30.01'
L11	N89°49'15"W	8.82'
L12	N00°10'45"E	29.99'
L13	N44°15'21"W	11.20'
L14	N06°26'57"W	9.85'
L15	N77°11'13"E	37.59'
L16	N62°07'28"E	47.80'
L17	N55°45'51"E	37.59'
L18	N28°53'22"E	47.80'
L19	S88°41'27"E	11.33'
L20	S88°41'27"E	9.67'
L21	S01°18'33"W	8.00'
L22	N88°41'27"W	9.67'
L23	N01°18'33"E	8.00'
L24	S88°41'27"E	11.33'
L25	S88°41'27"E	9.67'
L26	S01°18'33"W	8.00'
L27	N88°41'27"W	9.67'
L28	N01°18'33"E	8.00'
L29	N01°18'33"E	402.64'
L30	N01°18'33"E	8.00'
L31	S88°41'27"E	21.00'
L32	S01°18'33"W	8.00'
L33	N88°41'27"W	21.00'
L34	S08°54'15"W	75.66'
L35	S45°44'39"W	39.99'
L36	N44°15'21"W	39.21'

CURVE TABLE (M)					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	Δ =6°21'36"	737.69'	81.88'	N80°22'01"E	81.84'
C2	Δ =15°03'45"	548.69'	144.24'	N69°39'20"E	143.83'
C3	Δ =6°21'36"	737.69'	81.88'	N58°56'40"E	81.84'
C4	Δ =26°52'29"	548.69'	257.36'	N42°19'37"E	255.01'
C5	Δ =0°10'49"	737.69'	2.32'	N28°47'57"E	2.32'



LEGEND:

- ▣ BRASS CAP IN HANDHOLE
- ◎ BRASS CAP FLUSH
- ○ SET 1/2" REBAR & CAP STAMPED "RLS 29865"
- M.C.R. MARICOPA COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- F.M.E. FORCE MAIN EASEMENT
- GROSS SUBDIVISION BOUNDARY
- RIGHT-OF-WAY LINE
- MONUMENT CENTERLINE
- EXISTING EASEMENT LINE

NO.	DATE	REVISION	BY

PURPOSE: FINAL PLAT

DRAWN BY: AA
CHECKED BY: jab

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
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T 480 991 3985
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REGISTERED LAND SURVEYOR 29865 JAMES A. BRUCCI DATE SIGNED 3/05/25 ARIZONA U.S.A.

EXPIRES 3/31/2026

MINOR SUBDIVISION FOR "MERIT BUCKEYE INDUSTRIAL PARK"

A REPLAT OF LOTS 1, 2 & 3, OF "BUCKEYE INDUSTRIAL PARK" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1530 OF MAPS, PAGE 25, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 2
TWNSHP: 1S
RANGE: 4W

JOB NO.: MERT041-FP

SCALE 1"=100'

SHEET 3 OF 3

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.C. DS - Sun City Festival Planning Area 3 PUP (Planned Unit Plan) E Parcel 84 Final Plat
DATE PREPARED: 04/09/25	**DISTRICT NO.:** District 4
STAFF LIAISON: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Final Plat titled "Sun City Festival Planning Area 3 - Parcel 84" located south of the Beardsley Parkway and 279th Drive intersection.

SUMMARY

PROJECT DESCRIPTION:
Frank Koo of Wood, Patel and Associates, on behalf of the property owner Pulte Home Corporation, now Pulte Home Company, LLC by and through its corporate conversion, is requesting approval of a final plat for Sun City Festival Planning Area 3 PUP (Planned Unit Plan) E Parcel 84, Case No. PLZS-24-0031. The final plat spans 47.90 acres and includes 96 age-restricted single-family home lots at a density of 2 dwelling units per acre, with three typical lot sizes that have varying widths of 46-ft, 53-ft, and 65-ft and a depth of 115-ft. It also features 26.28 acres (54.86%) of landscaped open space and trails. Approximately 5.70 acres of right-of-way is being dedicated along local streets within the development.

The final plat is consistent with the approved Sun City Festival Planning Area 3 PUP (Planned Unit Plan) E Parcels 84 & 88 Preliminary Plat, Case No. PLZS-21-00128. The applicant has obtained a Certificate of Assured Water Supply from the Department of Water Resources, per A.R.S. 9-463.01(I). A final plat is used to divide land into more than 10 lots, delineate property boundaries, describe and dedicate applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder's office to create an official record of a subdivision, required for the sale of subdivided lots.

BENEFITS:
Approval and recordation of the plat will create additional lots to accommodate development of single-family homes and allow for the developer to complete additional infrastructure improvements.

FINANCIAL IMPACT STATEMENT:
See Planning Items Financial Impact Statement

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:

PLZS-24-0031 Sun City Festival Planning Area 3 PUP Parcel 84 - Vicinity Map.pdf
PLZS-24-0031 Sun City Festival Planning Area 3 PUP Parcel 84 - Project Narrative.pdf
PLZS-24-0031 Sun City Festival Planning Area 3 PUP Parcel 84 - Final Plat.pdf
PLZS-24-0031 Sun City Festival Planning Area 3 PUP Parcel 84 - CAWS.pdf



VICINITY MAP

PLZS-24-0031

Sun City Festival Planning Area 3 PUP Parcel 84

City Council District #4

BUCKEYE, AZ

N W E S

2R PLZS-24-0031 RECEIVED FEB 3 2025 WD

WOOD PATEL

Civil Engineering
Water Resources
Land Survey
Construction Management

2051 W Northern Ave #100
Phoenix AZ 85021
P: 602.335.8500
F: 602.335.8580
www.woodpatel.com

Michael T. Young, PE
Darin L. Moore, PE
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
Daniel W. Matthews, PE
Ronald J. Barbala, PLS, CFedS
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John G. Ritchie, PE
Derek C. Nichols, PE
John M. Bulka, PE
Daniel J. Cronin, PMP
James G. Taillon, CFM
Joseph C. Daconta, PE, CFM, PH, PMP
Steven C. McKee, PE
Brian J. Diehl, RLS
Matthew R. Pruitt, PE, CFM
Isaac J. Thomas, PE, CFM
Wilson Begay, RLS
Anthony K. Humphrey, PE
Zachary Radovich, PE
Venkata S. Bayareddy, PE, CFM
Aaron K. Feldberg, PE
Joseph R. Davis, RLS
Robert Knott, RLS
Jett M. Thies, PE
Clint Morris, PE
Lane Thompson, PE

EMERITUS
Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS

January 22, 2025

PROJECT NARRATIVE
FESTIVAL RANCH PLANNING AREA 3 PUP E - PARCEL 84
FINAL PLAT

WP# 215235

This narrative is to support the application of the Final Plat of Sun City Festival Planning Area 3-Parcel 84. The Festival Ranch Community Master Plan (CMP) is comprised of approximately 10,357 acres. The property is located in the northern portion of the City of Buckeye. The CMP is bounded on the west by the Hassayampa River and by State Lands on the north and east. The south edge of the property is partially bisected by the Sun Valley Parkway and is bounded by a small portion of the White Tank Mountains, State Lands, and private landowners.

The original Festival Ranch CMP consisted of six (6) Planning Units, identified as Planning Units A through F. Portions of the original Planning Units E and F are presently identified as Planning Area One, Planning Area Two and Planning Area Three of the Festival Ranch Development. This Preliminary Plat is a portion of Festival Ranch Planning Unit E and Planning Area Three.

The subject site is located in the most western portion of Planning Unit E. The site is bounded to the north and east by Beardsley Parkway, south by Wagner Wash, and to the west by future Parcel 88.

Zoning

The property is zoned Planned Community per the Festival Ranch CMP as approved by City Council in September of 2000. The Festival Ranch PUP E identifies the parcels as active adult Residential Development with Option 2 R1-3.5 and R1-4.5 with density of 2-5 du/ac.

Final Plat

Parcel 84 contains a total of 96 lots with three (3) typical residential lot widths of 46, 53 and 65 feet. All lots will have a minimum depth of 115 feet. The gross area is 2,086,610 square feet or 47.90 acres. Total right-of-way dedicated is 248,344 square feet or 5.70 acres. There is no arterial right-of-way within Parcel 84.

There are a total of five (5) tracts within Parcel 84. Total area of tracts is 1,144, 659 square feet or 26.28 acres. There are public sewer easements dedicated within the tracts.

Street Improvements

Parcel 84 is bordered by Beardsley Parkway to the north. Beardsley Parkway will be improved as part of the adjacent Parcels 33 and 35 to the north.

All residential streets have a 44-foot right of way. The local streets will be 32-feet wide from back-of-curb to back-of-curb as approved in the Festival Ranch CMP on September of 2000. Standard street light design with LED lighting will be used in Parcel 84.

Utilities
There is one (1) existing 15-inch trunk sewer main is located along Tonopah Drive alignment. It originates at the existing treatment facility south of Sun Valley Parkway and continues east in Beardsley Parkway to Planning Area 1.

The future Beardsley Parkway improvements will include a 16-inch water line connects to a 16-inch water line in Desert Oasis Boulevard. There is another 16-inch waterline that originates at Desert Oasis Boulevard and runs along the south side of Parcel T1 and crosses Wagner Wash towards just west of Parcel 84. These water mains will contribute to a looped system for Parcel 84.

Communications
Cox Communications will provide video, high-speed data and telephone services to Festival Ranch. Cox is currently constructing or has facilities within Festival Ranch to serve this project. Cox is aware of the development timeline for Festival Ranch and they have both expressed their ability to provide communications services in accordance with the project's needs.

Natural Gas
Pulte Homes has negotiated an agreement with Southwest Gas to provide natural gas service to Festival Ranch.

Electricity
Pulte Homes has worked with Arizona Public Service (APS) to provide electrical service to Festival Ranch. APS has installed a 69-kV, overhead transmission line that runs from approximately Bell Road and Cotton Lane west along the Salt River Project corridor to service the project. Pulte Homes and APS have also constructed a substation on the Festival Ranch property to service the project. The delivery of electrical service will be timed to meet the project's needs.

Open Space and Recreation
Parcel 84 is planned with various walking trails and open spaces spread throughout the development. Residents will also have access to the numerous amenities provided throughout Sun City Festival such as the Sage Recreation Center, the Saguaro Recreation Center, Sun City Festival Pet Park, Pickleball, Softball and Crafts Studio. In addition to the private HOA trails, two (2) public trails will be accessible from these parcels an 8-ft granular trail will be located along the northside of Beardsley Parkway and a 10-foot concrete or approved alternative surface trail will be located along the northwest side of Wagner Wash. A golf cart route is planned to connect to the east and north though the existing culvert in Wagner Wash to provide golf cart connectivity to the existing 27-hole golf course and amenities to the north and east of these parcels.

Offsite and Onsite Stormwater Control
A master study of the storm water system was developed by Coe & Van Loo Consultants, Inc. The study has been recently updated as part of a Festival Ranch – Planning Unit 3 Master Drainage Study by Erie & Associates and excerpts from the report are included as part of the Drainage Report. Parcels 84 and 88 have been designed in accordance with the updated Master Study. (Dated April 12, 2021)

Water Supply and Distribution
A study of the water distribution system to serve the area was prepared by Wilson Engineers dated October 14, 2020).

The Sun City Festival potable water infrastructure consists of a system of water distribution mains, booster pump stations, pressure control valves, wells and storage tanks.

The number of wells has been determined based on the maximum day demand and coincident irrigation and construction water use demands. Well production rates have been assumed to be 1,200 gpm, based on information from Errol Montgomery and Associates, Inc. Initially three (3) groundwater wells will be in operation. Two (2) of the wells currently serving Sun City Festival are located south of Beardsley Parkway and one (1) is located north of Beardsley Parkway. Future well #4 is located north of Beardsley Parkway. The existing and future wells will be of sufficient size and capacity to serve Parcels 33 and 35. Well #1 is in Parcel E1, Well #2 is within the confines of the water campus and Well #3 is located in Parcel N1. Well #4 is within Sun City Festival Parcel HH1-1.

The booster pump stations have been designed to meet the greater of the maximum day demand plus fire flow or the peak hour demand. The storage tanks will supplement the source supply when demands exceed maximum day demand (i.e. peak hour and fire flow). Initial storage requirements are based on a four-hour commercial fire flow of maximum intensity and 50% maximum day demand equalization and emergency reserve.

The parcels currently being developed are located within the City of Buckeye pressure zone 6 and have been found to have adequate pressure and supply to serve the associated parcels.

Wastewater Collection and Treatment

A study of the wastewater collection and treatment system to serve this area was prepared by Wilson Engineers (dated October 14, 2020).

Based on the natural topography, the wastewater collection infrastructure consists of an existing 15-inch gravity trunk sewer line that parallels the northwest side of Wagner Wash within the Tonopah Drive alignment. The trunk sewer follows street alignments and/or sewer easements and has been internalized in the residential streets where possible. The trunk sewer discharges to the Festival Ranch Water Reclamation Facility (WRF), located at the southwest corner of the development, south of Sun Valley Parkway.

Public Services

Police and fire services will be provided for the community by the City of Buckeye. Emergency staff will be stationed at Buckeye Fire House No. 704. The Fire House is located along primary transportation corridors at the intersection of Beardsley Parkway and Desert Oasis Boulevard, to minimize response times.

The Wickenburg School District provides public education to Festival Ranch. Pulte Homes has worked closely with the District. Pulte Homes will provide the City a letter of support for the development of Festival Ranch Parcels 33 and 35.

Sincerely,

Wood, Patel & Associates, Inc.



EXPIRES 12-31-27

Frank M. Koo, PE
Principal

Y:\WP\General Correspondence\215235 Festival Ranch Parcels 84 Final Plat Project Narrative 01-22-25.docx

3R PLZS-24-0031 RECEIVED MAR 4 2025 WD

A FINAL PLAT OF

SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84

A SUBDIVISION LOCATED IN A PORTION OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 4 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA
OWNER/DEVELOPER: PULTE HOME COMPANY, LLC

DEDICATION (CONTINUED)

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

MAINTENANCE OF DRAINAGE STRUCTURES AND OTHER DRAINAGE FACILITIES OUTSIDE OF PUBLIC RIGHT-OF-WAY ARE THE RESPONSIBILITY OF THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED, DULY AUTHORIZED OFFICER.

THIS _____ DAY OF _____, 20____.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE SUCCESSOR UPON THE CONVERSION OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION,

BY: _____ DATE:_____

ITS:_____

NOTES

1. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATUTORILY REQUIRED SOUND ATTENUATION STANDARDS. (IF WITHIN THE VICINITY OF LAFB OR LUKE AUX)
2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THIS SITE CONSISTS OF A TOTAL OF 126 LOTS AND 7 TRACTS IN THE PC ZONING DISTRICT.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON APRIL 13, 2022 UNDER CASE # PLSZ-21-00128.
7. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON NOVEMBER 23, 2004 WITH ADWR CERTIFICATE #27-401140.0000.
8. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
9. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
10. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
    A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
    B. CONSTRUCTION, STRUCTURES, MAILBOXES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY THE CITY OF BUCKEYE AND ALL DRY PUBLIC UTILITIES WHICH USE OR MAY USE THE EASEMENT.
    C. LANDSCAPING
11. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
12. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.
13. THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION SHALL HAVE THE RESPONSIBILITY OF MAINTAINING ALL COMMON AREAS, LANDSCAPED AREAS AND DRAINAGE FACILITIES.
14. AN 18" REBAR WITH AN R.L.S. CAP WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, TRACT CORNERS, AND POINTS OF CURVATURE AT THE COMPLETION OF MASS GRADING.
15. IN EASEMENTS FOR EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUNDCOVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES OR BOULDERS ARE ALLOWED.

(NOTES CONTINUED ON SHEET 3)

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY

OF _____ 20____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

BY: _____ _____
BUCKEYE CITY ENGINEER DATE

BY: _____ _____
DEVELOPMENT SERVICES DIRECTOR DATE

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (OWNER), HAS PLATTED UNDER THE NAME OF "SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84", AND LOCATED IN A PORTION OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY DOES PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF "SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84" AND DECLARES THIS FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, TRACT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS (PUE) AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY EASEMENT (SVE) FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER EASEMENT (SE) FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES AND MANHOLES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS VEHICULAR NON-ACCESS EASEMENT (VNAE) FOR THE PURPOSE OF PREVENTING VEHICULAR ACCESS.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS ROADWAY EASEMENT (RWE) AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTENANCE, REPAIRING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING STANDARDS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD. PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (OWNER), DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

CIVIL ENGINEER
WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVE.
PHOENIX, ARIZONA 85021
PHONE: (602)335-8500
FAX: (602)335-8580
CONTACT: FRANK KOO, P.E.

OWNER/ DEVELOPER
PULTE HOME COMPANY, LLC
8605 E RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480)391-6000
CONTACT: BEN FORREY

CONSENT OF LIENHOLDERS

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED MAY 18, 2004, AS INSTRUMENT NO. 2004-0549490 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND ASSIGNED TO MENG SHIANG IN PURSUANT TO THE CERTAIN ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 2, 2010 IN INSTRUMENT NO. 2010-0957274 HEREBY CONSENT TO AND JOINS IN THAT CERTAIN FINAL PLAT OF "SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84", AND AGREES THAT SUCH PLAT AND THE EASEMENTS SHOWN THEREON SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER,THE ABOVE DESCRIBED DEED OF TRUST.

PGP TITLE, INC., A NEVADA CORPORATION, AS SUCCESSOR IN INTEREST TO SUN CITY TITLE AGENCY, dba SUN TITLE AGENCY, SUCCESSOR TRUSTEE UNDER THAT CERTAIN PERFORMANCE-DEED OF TRUST RECORDED MAY 18, 2004.

BY:_____.

NAME:_____.

TITLE:_____. _____
DATE

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS___DAY

OF_____, 20___, BY_____, THE_____

OF_____

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OFFICER OF THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84", AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

SUN CITY FESTIVAL COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY:_____ DATE:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS___DAY

OF_____ 20____ BY_____ THE_____
OF SUN CITY FESTIVAL COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, FOR AND BEHALF THEREOF

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

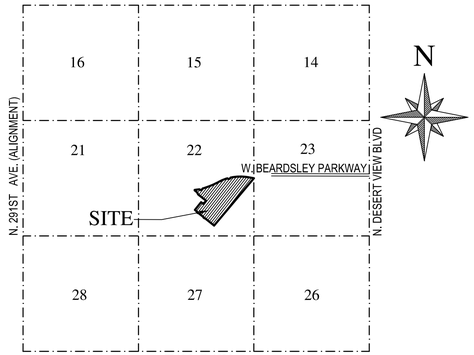
ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS___DAY

OF_____ 20____ BY_____ THE_____
OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE SUCCESSOR UPON THE CONVERSION OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, FOR AND ON BEHALF THEREOF.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC



T4N, R4W
MARICOPA COUNTY

VICINITY MAP
N.T.S.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS FLOOD ZONE X AND AE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1170 L, EFFECTIVE DATE APRIL 20, 2018, REVISED TO REFLECT LOMR 17-09-1137P FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 89°44'50" WEST.

CERTIFICATIONS OF OCCUPANCY

THE LOTS AND PARCELS CREATED, DEFINED, OR DEPICTED ON THIS PLAT ARE SUBJECT TO A LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY. NO PERSON MAY OCCUPY A BUILDING OR STRUCTURE ERECTED ON ANY LOT OR PARCEL CREATED, DEFINED, OR DEPICTED ON THIS PLAT UNTIL THE CITY OF BUCKEYE HAS ISSUED A CERTIFICATE OF OCCUPANCY. THE CITY WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY UNTIL STREET, UTILITY, DRAINAGE AND OTHER IMPROVEMENTS RELATING TO THIS PLAT AS REQUIRED BY THE CITY'S SUBDIVISION ORDINANCE ARE COMPLETED TO CITY OF BUCKEYE STANDARDS. THIS LIMITATION MAY BE RELEASED IN PHASES. A PROSPECTIVE BUYER OF A LOT OR PARCEL CREATED, DEFINED, OR DEPICTED ON THIS PLAT SHOULD REQUIRE THE SELLER TO PRODUCE A RECORDED RELEASE OF THIS LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY SIGNED BY THE CITY OF BUCKEYE BEFORE PURCHASING AND/OR CLOSING ESCROW ON THAT LOT OR PARCEL. FAILURE TO OBTAIN SUCH A RELEASE OF THIS LIMITATION MAY RESULT IN THE BUYER BEING PROHIBITED FROM OCCUPYING A HOUSE OR OTHER STRUCTURE BUILT ON THE LOT OR PARCEL. THIS LIMITATION IS SUBJECT TO THE REASONABLE DISCRETION BY THE CITY AS TO THE COMPLETION STATUS OF OTHER IMPROVEMENTS SUCH AS LANDSCAPING AND PUNCH LIST ITEMS THAT ARE IN PROCESS, OPERATIONAL AND SUBSTANTIALLY COMPLETE. THE HOMEBUILDER SHALL BE REQUIRED TO DISCLOSE THIS STATEMENT OF LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY TO A PROSPECTIVE BUYER PRIOR TO THE BUYER PURCHASING AND CLOSING ESCROW ON ANY BUILDING OR STRUCTURE ON ANY LOT OR PARCEL.

GROSS SITE AREA

2,086,610 SQUARE FEET OR 47.90 ACRES MORE OR LESS
*TOTAL RIGHT-OF-WAY DEDICATED HEREON 248,344 SQUARE FEET
OR 5.70 ACRES MORE OR LESS

SHEET INDEX

SHEET 1 DEDICATIONS, ACKNOWLEDGMENTS, CERTIFICATION AND NOTES
SHEET 2 KEY MAP, AREA TABLES AND LEGEND
SHEET 3 LOT DETAILS AND LOT AREA TABLE
SHEET 4-6 PLAN SHEETS

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF SIX (6) SHEETS REPRESENTS A SURVEY PERFORMED DURING THE MONTH OF JUNE, 2021; THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE "MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS", AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. DIEHL R.L.S. 23945
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

MANAGING ENGINEERING/SURVEYOR: BRIAN J. DIEHL R.L.S.
PROJECT COORDINATOR: JULIE DAVIS
DESIGN LAYOUT: W/P | DRAFTED: MJS / WSB | CHECKED: BJD | FIELD SURVEY | CHECKED | FIELD SURVEY | DRAWING SCALES: NTS

SUN CITY FESTIVAL PLANNING AREA 3 - PARCEL 84 FINAL PLAT COVER SHEET

ENGINEER INFORMATION

WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

SUN CITY FESTIVAL PLANNING AREA 3 BUCKEYE, AZ.

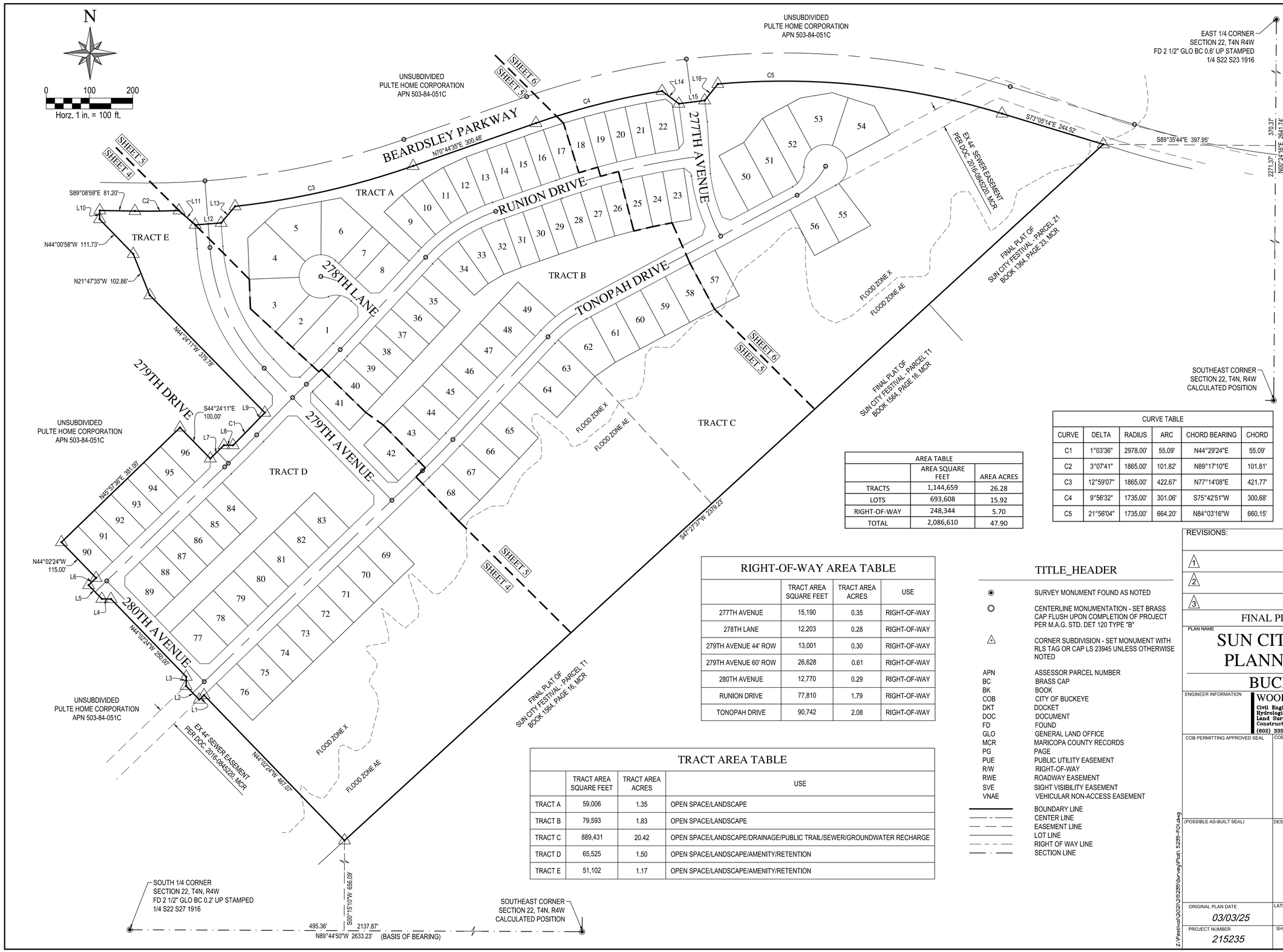
COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
AS-BUILT SEAL	DESIGN SEAL: REGISTERED LAND SURVEYOR, CERTIFICATE NO. 23945, BRIAN J. DIEHL, Date Signed 03-03-25, ARIZONA, U.S.A., EXPIRES 09-30-26
ORIGINAL PLAN DATE: 03/03/25	LATEST REVISION DATE
PROJECT NUMBER: 215235	SHEET NUMBER: 1 of 6

SUBMITTAL: 3rd Submittal

COB PLAN TRACKING #: PLZS-24-00031
COB PERMIT #



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°57'36"W	15.00'
L2	N44°02'24"W	44.00'
L3	N00°57'36"E	21.21'
L4	N89°02'24"W	21.21'
L5	N44°02'24"W	44.00'
L6	N45°57'36"E	24.02'
L7	N45°42'33"E	44.00'
L8	S89°37'10"E	21.13'
L9	N43°57'36"E	49.94'
L10	N00°51'01"E	20.00'
L11	S48°32'43"E	50.12'
L12	N85°43'31"E	60.00'
L13	N39°59'44"E	50.12'
L14	S52°57'09"E	48.82'
L15	N82°49'54"E	60.00'
L16	N38°36'58"E	48.82'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	1°03'36"	2978.00'	55.09'	N44°29'24"E	55.09'
C2	3°07'41"	1865.00'	101.82'	N89°17'10"E	101.81'
C3	12°59'07"	1865.00'	422.67'	N77°14'08"E	421.77'
C4	9°56'32"	1735.00'	301.06'	S75°42'51"W	300.68'
C5	21°56'04"	1735.00'	664.20'	N84°03'16"W	660.15'

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
TRACTS	1,144,659	26.28
LOTS	693,608	15.92
RIGHT-OF-WAY	248,344	5.70
TOTAL	2,086,610	47.90

RIGHT-OF-WAY AREA TABLE

	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
277TH AVENUE	15,190	0.35	RIGHT-OF-WAY
278TH LANE	12,203	0.28	RIGHT-OF-WAY
279TH AVENUE 44' ROW	13,001	0.30	RIGHT-OF-WAY
279TH AVENUE 60' ROW	26,628	0.61	RIGHT-OF-WAY
280TH AVENUE	12,770	0.29	RIGHT-OF-WAY
RUNION DRIVE	77,810	1.79	RIGHT-OF-WAY
TONOPAH DRIVE	90,742	2.08	RIGHT-OF-WAY

TRACT AREA TABLE

	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	59,006	1.35	OPEN SPACE/LANDSCAPE
TRACT B	79,593	1.83	OPEN SPACE/LANDSCAPE
TRACT C	889,431	20.42	OPEN SPACE/LANDSCAPE/DRAINAGE/PUBLIC TRAIL/SEWER/GROUNDWATER RECHARGE
TRACT D	65,525	1.50	OPEN SPACE/LANDSCAPE/AMENITY/RETENTION
TRACT E	51,102	1.17	OPEN SPACE/LANDSCAPE/AMENITY/RETENTION

TITLE_HEADER

- SURVEY MONUMENT FOUND AS NOTED
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF PROJECT PER M.A.G. STD. DET 120 TYPE "B"
- CORNER SUBDIVISION - SET MONUMENT WITH RLS TAG OR CAP LS 23945 UNLESS OTHERWISE NOTED

APN	ASSESSOR PARCEL NUMBER
BC	BRASS CAP
BK	BOOK
COB	CITY OF BUCKEYE
DKT	DOCKET
DOC	DOCUMENT
FD	FOUND
GLO	GENERAL LAND OFFICE
MCR	MARICOPA COUNTY RECORDS
PG	PAGE
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
RWE	ROADWAY EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT

- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY LINE
- SECTION LINE

Blue Stakes Center
Call Collect
602-263-1100
800-Stake-It
(for outside Maricopa County)

REVISIONS:

1

2

3

FINAL PLAT - PARCEL 84

PLAN NAME

SUN CITY FESTIVAL
PLANNING AREA 3
BUCKEYE, AZ.

ENGINEER INFORMATION

WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: 3rd Submittal

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 03-03-25
ARIZONA, U.S.A.
EXPIRES 09-30-26

ORIGINAL PLAN DATE: 03/03/25

LATEST REVISION DATE

PROJECT NUMBER: 215235

SHEET NUMBER: 2 of 6

COB PLAN TRACKING #

COB PERMIT #: PLZS-24-00031

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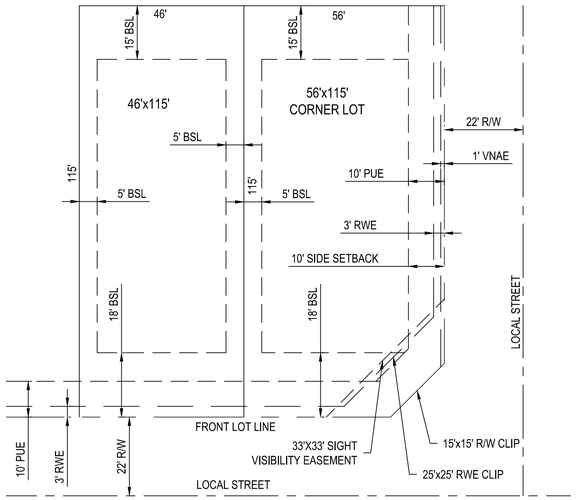
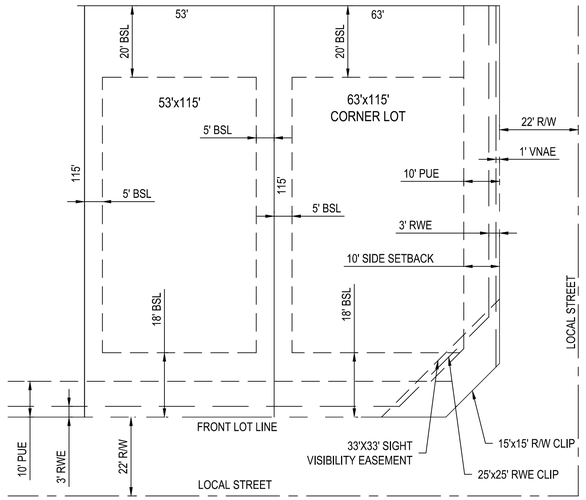


R1-3.5
46' X115' LOT TYPICAL (LOTS 9-34)
SETBACK DETAILS
N.T.S.

NOTES:

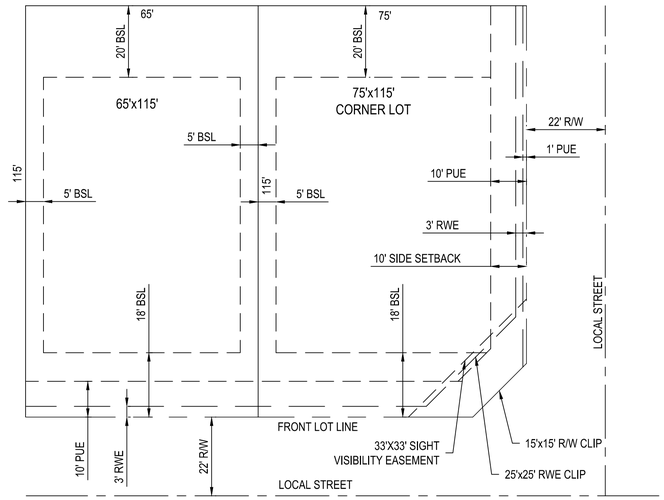
1. FRONT SETBACK SHALL BE 18 FEET FROM FACE OF GARAGE TO PROPERTY LINE, 8 FEET FROM PROPERTY LINE TO LIVING AREA, OR 10 FEET TO NON-LIVABLE AREA.
2. OWNER MAY MODIFY SETBACKS AND LOT COVERAGE FOR FUTURE DEVELOPMENT WITHIN EACH LOT IN COMPLIANCE WITH STANDARDS SET FORTH IN THE FESTIVAL RANCH COMMUNITY MASTER PLAN ON FILE WITH THE CITY, AS MAY BE AMENDED.
3. NO OBJECT WALL, STRUCTURE, MOUND, OR MATURE LANDSCAPING OVER 24" IN HEIGHT SHALL BE ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT, TREE CANOPIES THAT OVERHANG THE EASEMENT SHALL BE KEPT TRIMMED NO LOWER THEN SEVEN (7) FEET ABOVE THE BACK OF CURB.
4. MAX BUILDING HEIGHT SHALL BE 30 FEET AND MAXIMUM LOT COVERAGE IS 60%.



R1-4.5
53' X 115' LOT (LOTS 1-8, 35-41, 84-96)
TYPICAL SETBACK DETAILS
N.T.S.

NOTES:

1. FRONT SETBACK SHALL BE 18 FEET FROM FACE OF GARAGE TO PROPERTY LINE, 12 FEET FROM PROPERTY LINE TO LIVING AREA, OR 10 FEET TO NON-LIVABLE AREA.
2. OWNER MAY MODIFY SETBACKS AND LOT COVERAGE FOR FUTURE DEVELOPMENT WITHIN EACH LOT IN COMPLIANCE WITH STANDARDS SET FORTH IN THE FESTIVAL RANCH COMMUNITY MASTER PLAN ON FILE WITH THE CITY, AS MAY BE AMENDED.
3. NO OBJECT WALL, STRUCTURE, MOUND, OR MATURE LANDSCAPING OVER 24" IN HEIGHT SHALL BE ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT, TREE CANOPIES THAT OVERHANG THE EASEMENT SHALL BE KEPT TRIMMED NO LOWER THEN SEVEN (7) FEET ABOVE THE BACK OF CURB.
4. MAX BUILDING HEIGHT SHALL BE 30 FEET AND MAXIMUM LOT COVERAGE IS 60%.



R1-4.5
65' X115' LOT TYPICAL (LOTS 42-83)
SETBACK DETAILS
N.T.S.

NOTES:

1. FRONT SETBACK SHALL BE 18 FEET FROM FACE OF GARAGE TO PROPERTY LINE, 8 FEET FROM PROPERTY LINE TO LIVING AREA, OR 10 FEET TO NON-LIVABLE AREA.
2. OWNER MAY MODIFY SETBACKS AND LOT COVERAGE FOR FUTURE DEVELOPMENT WITHIN EACH LOT IN COMPLIANCE WITH STANDARDS SET FORTH IN THE FESTIVAL RANCH COMMUNITY MASTER PLAN ON FILE WITH THE CITY, AS MAY BE AMENDED.
3. NO OBJECT WALL, STRUCTURE, MOUND, OR MATURE LANDSCAPING OVER 24" IN HEIGHT SHALL BE ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT, TREE CANOPIES THAT OVERHANG THE EASEMENT SHALL BE KEPT TRIMMED NO LOWER THEN SEVEN (7) FEET ABOVE THE BACK OF CURB.
4. MAX BUILDING HEIGHT SHALL BE 30 FEET AND MAXIMUM LOT COVERAGE IS 60%.

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
1	10,561	0.24
2	7,164	0.16
3	11,469	0.26
4	11,709	0.27
5	11,473	0.26
6	11,483	0.26
7	6,095	0.14
8	7,132	0.16
9	6,096	0.14
10	6,096	0.14
11	6,096	0.14
12	6,096	0.14
13	5,755	0.13
14	5,520	0.13
15	5,520	0.13
16	5,557	0.13
17	5,680	0.13
18	5,679	0.13
19	5,679	0.13
20	5,679	0.13

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
21	5,679	0.13
22	6,791	0.16
23	5,658	0.13
24	5,658	0.13
25	5,658	0.13
26	5,658	0.13
27	5,658	0.13
28	5,646	0.13
29	5,520	0.13
30	5,520	0.13
31	5,520	0.13
32	6,034	0.14
33	6,229	0.14
34	6,229	0.14
35	6,360	0.15
36	6,360	0.15
37	6,360	0.15
38	6,360	0.15
39	6,389	0.15
40	6,533	0.15

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
41	6,622	0.15
42	7,553	0.17
43	7,767	0.18
44	7,589	0.17
45	7,475	0.17
46	7,475	0.17
47	7,475	0.17
48	7,475	0.17
49	7,526	0.17
50	9,333	0.21
51	10,260	0.24
52	9,303	0.21
53	11,544	0.27
54	10,751	0.25
55	8,722	0.20
56	7,800	0.18
57	7,800	0.18
58	7,800	0.18
59	7,800	0.18
60	7,800	0.18

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
61	7,800	0.18
62	9,127	0.21
63	7,966	0.18
64	7,800	0.18
65	7,819	0.18
66	7,819	0.18
67	7,989	0.18
68	7,945	0.18
69	7,800	0.18
70	7,800	0.18
71	7,800	0.18
72	7,800	0.18
73	7,800	0.18
74	7,800	0.18
75	7,800	0.18
76	7,800	0.18
77	8,513	0.20
78	7,475	0.17
79	7,475	0.17
80	7,475	0.17

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
81	7,475	0.17
82	7,475	0.17
83	7,475	0.17
84	6,095	0.14
85	6,095	0.14
86	6,095	0.14
87	6,095	0.14
88	6,095	0.14
89	7,133	0.16
90	6,110	0.14
91	6,095	0.14
92	6,095	0.14
93	6,095	0.14
94	6,095	0.14
95	6,095	0.14
96	7,160	0.16

NOTES (CONTINUED)

16. VISIBILITY RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT, SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE V,N,A,E., P.U.E., R/W, OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION VIOLATING THESE RESTRICTIONS INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
17. ALL MEASUREMENTS ARE THE SAME AS RECORD UNLESS OTHERWISE NOTED. ALL FOUND MONUMENTS ARE WITHIN ACCEPTABLE TOLERANCES PER ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, UNLESS OTHERWISE NOTED.

Blue Stakes Center
Call Collect
602-263-1100
800-Stake-It
(for outside Maricopa County)

REVISIONS:

1
2
3

FINAL PLAT - PARCEL 84

PLAN NAME

SUN CITY FESTIVAL PLANNING AREA 3

BUCKEYE, AZ.

ENGINEER INFORMATION
WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: 3rd Submittal

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 03-03-25
ARIZONA, U.S.A.
EXPIRES 09-30-26

ORIGINAL PLAN DATE: 03/03/25

LATEST REVISION DATE:

PROJECT NUMBER: 215235

SHEET NUMBER: 3 of 6

COB PLAN TRACKING #:

COB PERMIT #: PLZS-24-00031

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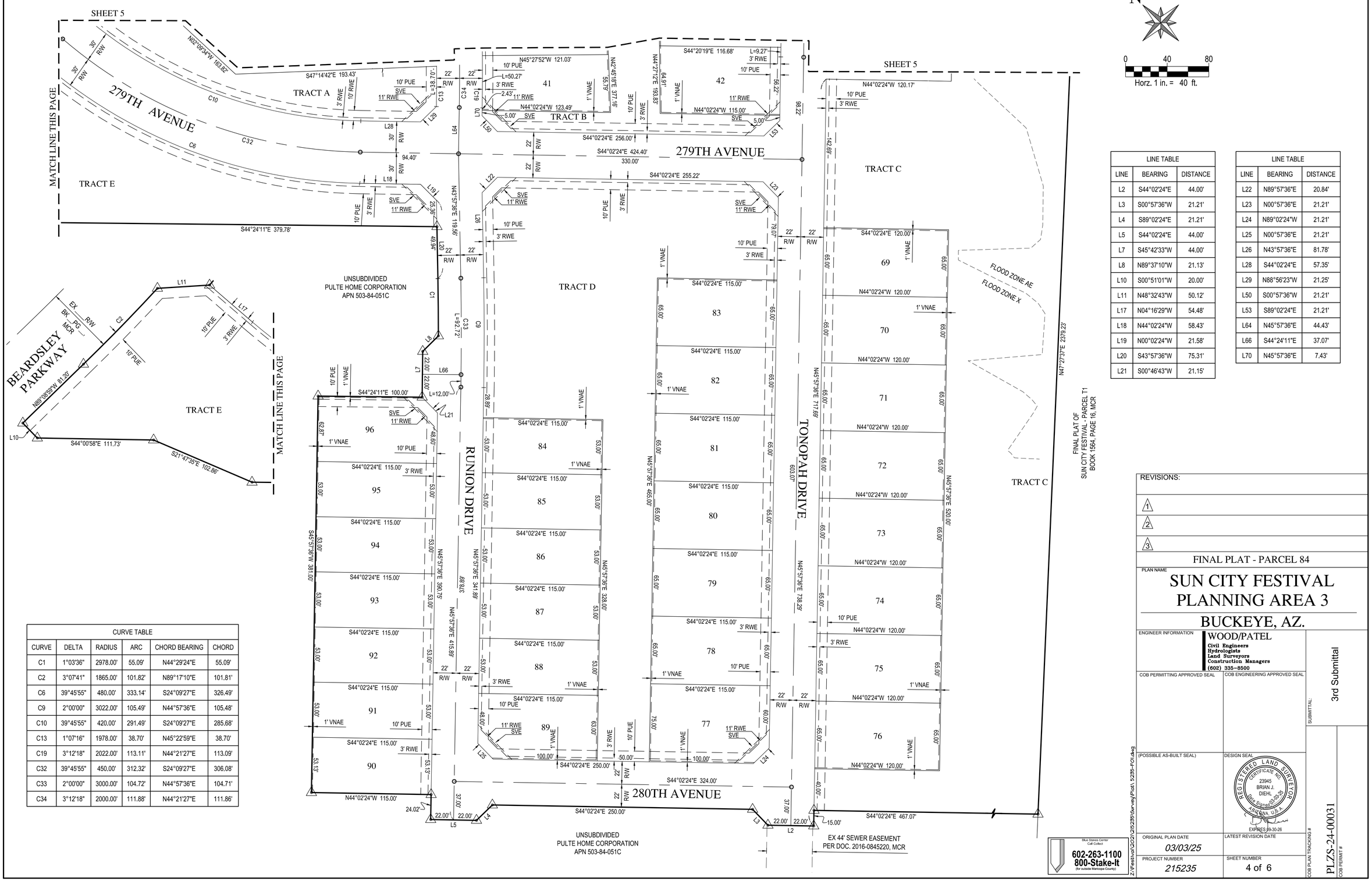

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S44°02'24"E	44.00'
L3	S00°57'36"W	21.21'
L4	S89°02'24"E	21.21'
L5	S44°02'24"E	44.00'
L7	S45°42'33"W	44.00'
L8	N89°37'10"W	21.13'
L10	S00°51'01"W	20.00'
L11	N48°32'43"W	50.12'
L17	N04°16'29"W	54.48'
L18	N44°02'24"W	58.43'
L19	N00°02'24"W	21.58'
L20	S43°57'36"W	75.31'
L21	S00°46'43"W	21.15'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N89°57'36"E	20.84'
L23	N00°57'36"E	21.21'
L24	N89°02'24"W	21.21'
L25	N00°57'36"E	21.21'
L26	N43°57'36"E	81.78'
L28	S44°02'24"E	57.35'
L29	N88°56'23"W	21.25'
L50	S00°57'36"W	21.21'
L53	S89°02'24"E	21.21'
L64	N45°57'36"E	44.43'
L66	S44°24'11"E	37.07'
L70	N45°57'36"E	7.43'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	1°03'36"	2978.00'	55.09'	N44°29'24"E	55.09'
C2	3°07'41"	1865.00'	101.82'	N89°17'10"E	101.81'
C6	39°45'55"	480.00'	333.14'	S24°09'27"E	326.49'
C9	2°00'00"	3022.00'	105.49'	N44°57'36"E	105.48'
C10	39°45'55"	420.00'	291.49'	S24°09'27"E	285.68'
C13	1°07'16"	1978.00'	38.70'	N45°22'59"E	38.70'
C19	3°12'18"	2022.00'	113.11'	N44°21'27"E	113.09'
C32	39°45'55"	450.00'	312.32'	S24°09'27"E	306.08'
C33	2°00'00"	3000.00'	104.72'	N44°57'36"E	104.71'
C34	3°12'18"	2000.00'	111.88'	N44°21'27"E	111.86'

REVISIONS:
1
2
3

FINAL PLAT - PARCEL 84

PLAN NAME

SUN CITY FESTIVAL PLANNING AREA 3

BUCKEYE, AZ.

ENGINEER INFORMATION

WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: 3rd Submittal

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed 03-05-25
ARIZONA U.S.A.
EXPIRES 09-30-26

ORIGINAL PLAN DATE	LATEST REVISION DATE
03/03/25	
PROJECT NUMBER	SHEET NUMBER
215235	4 of 6

COB PLAN TRACKING #

COB PERMIT # PLZS-24-00031

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Blue Stakes Center
Call Collect
602-263-1100
800-Stake-It
(for outside Maricopa County)

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C3	12°59'07"	1865.00'	422.67'	N77°14'08"E	421.77'
C13	3°11'19"	1978.00'	110.07'	S44°20'57"W	110.06'
C14	63°53'46"	50.00'	55.76'	N79°11'35"W	52.92'
C15	243°53'46"	50.00'	212.84'	S10°48'25"W	84.85'
C16	27°59'17"	422.00'	206.14'	S56°44'57"W	204.10'
C18	19°03'52"	323.00'	107.47'	S52°17'14"W	106.98'
C19	3°12'18"	2022.00'	113.11'	N44°21'27"E	113.09'
C20	27°59'17"	378.00'	184.65'	S56°44'57"W	182.82'
C26	19°03'52"	279.00'	92.83'	S52°17'14"W	92.41'
C27	3°12'18"	1778.00'	99.46'	N44°21'27"E	99.44'
C28	3°12'18"	1822.00'	101.92'	N44°21'27"E	101.91'
C29	15°02'45"	1800.00'	472.68'	N78°15'57"E	471.32'
C34	3°12'18"	2000.00'	111.88'	N44°21'27"E	111.86'
C35	34°38'08"	158.00'	95.51'	N64°33'46"W	94.06'
C36	27°59'17"	400.00'	195.39'	S56°44'57"W	193.46'
C40	19°03'52"	301.00'	100.15'	S52°17'14"W	99.69'
C41	3°12'18"	1800.00'	100.69'	N44°21'27"E	100.67'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	S59°23'01"W	41.90'
L56	S68°23'50"W	43.06'
L57	S71°29'22"W	45.28'
L58	S73°17'36"W	45.21'
L59	S75°06'13"W	45.21'
L67	S55°09'45"W	57.50'
L68	S43°33'28"W	68.43'
L69	S45°35'18"W	67.61'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N48°32'43"W	50.12'
L12	S85°43'31"W	60.00'
L13	S39°59'44"W	50.12'
L27	S04°16'29"E	54.48'
L31	S02°14'42"E	21.21'
L32	S47°14'42"E	21.02'
L33	S87°45'18"W	21.21'
L41	N71°58'33"E	49.09'
L42	N70°44'35"E	46.70'
L43	N70°44'35"E	46.00'
L44	N70°44'35"E	46.00'
L45	N70°11'13"E	50.58'
L46	N65°16'13"E	57.37'
L47	N59°12'12"E	57.37'
L48	N53°08'10"E	57.37'
L49	N47°04'08"E	57.37'
L54	S50°04'02"W	41.90'

N

0 40 80

Horz. 1 in. = 40 ft.

SHEET 6

MATCH LINE THIS SHEET

SHEET 6

TRACT C

MATCH LINE THIS SHEET

SHEET 4

FINAL PLAT OF SUN CITY FESTIVAL - PARCEL T1 BOOK 1564, PAGE 16, MCR

1151.12'

1228.12'

N47°27'37"E 2379.23'

FINAL PLAT OF SUN CITY FESTIVAL - PARCEL T1 BOOK 1564, PAGE 16, MCR

UNSUBDIVIDED PULTE HOME CORPORATION APN 503-84-051C

EX 65' R/W BK PG MCR

BEARDSLEY PARKWAY

S70°44'35"W 300.48'

S70°44'35"W 300.48'

RUNION DRIVE

TONOPAH DRIVE

TRACT A

TRACT B

TRACT C

278TH LANE

FLOOD ZONE X

FLOOD ZONE AE

SHEET 4

SHEET 4

TRACT C

Blue Stakes Center Call Collect

602-263-1100
800-Stake-It
(for outside Maricopa County)

REVISIONS:

1

2

3

FINAL PLAT - PARCEL 84

PLAN NAME

SUN CITY FESTIVAL PLANNING AREA 3

BUCKEYE, AZ.

ENGINEER INFORMATION

WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: 3rd Submittal

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J. DIEHL
Date Signed 03-26-25
ARIZONA, U.S.A.
EXPIRES 09-30-26

ORIGINAL PLAN DATE: 03/03/25

LATEST REVISION DATE

PROJECT NUMBER: 215235

SHEET NUMBER: 5 of 6

COB PLAN TRACKING #

COB PERMIT #: PLZS-24-00031

Dwg: P:\215235\CAD\Plat\215235-PLAT-PA3-T1-P84.dwg Layout: 5 of 6 Plotted: 3/26/2025 2:22 PM By: Brian Diehl

N

0 40 80

Horz. 1 in. = 40 ft.

MATCH LINE THIS SHEET

BEARDSLEY PARKWAY

S73°05'14"E 304.34'

EX 65' R/W BK PG MCR

EX 44' SEWER EASEMENT PER DOC. 2016-0845220, MCR

C30 L=756.52'

N73°05'14"W 244.52'

10' PUE

C5

N47°27'37"E 2379.23'

MATCH LINE THIS SHEET

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C4	9°56'32"	1735.00'	301.06'	S75°42'51"W	300.68'
C5	21°56'04"	1735.00'	664.20'	N84°03'16"W	660.15'
C17	16°23'42"	422.00'	120.75'	S15°21'57"E	120.34'
C21	10°43'19"	1551.00'	290.24'	S76°06'14"W	289.82'
C22	10°28'53"	1595.00'	291.78'	S75°59'02"W	291.37'
C23	15°51'26"	378.00'	104.62'	S15°05'49"E	104.28'
C24	63°53'46"	50.00'	55.76'	N29°52'17"E	52.92'
C25	243°53'46"	50.00'	212.84'	N60°07'43"W	84.85'
C30	36°10'11"	1800.00'	1,136.30'	S88°49'40"W	1117.53'
C37	12°05'19"	1573.00'	331.88'	S76°47'15"W	331.27'
C38	21°26'31"	400.00'	149.69'	S17°53'21"E	148.82'
C39	34°38'08"	158.00'	95.51'	N44°30'06"E	94.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N52°57'09"W	48.82'
L15	S82°49'54"W	60.00'
L16	S38°36'58"W	48.82'
L34	S36°40'39"W	21.28'
L35	S52°57'09"E	18.37'
L36	N80°08'01"E	46.35'
L37	N78°29'37"E	49.09'
L38	N76°51'13"E	49.09'
L39	N75°12'49"E	49.09'
L40	N73°34'26"E	49.09'

LINE TABLE		
LINE	BEARING	DISTANCE
L51	N52°42'47"W	21.01'
L52	S18°37'08"W	21.87'
L60	S76°54'50"W	45.21'
L61	S78°43'27"W	45.21'
L62	S80°32'04"W	45.21'
L63	N71°10'17"W	20.46'
L65	N07°10'06"W	49.45'

UNSUBDIVIDED
PULTE HOME CORPORATION
APN 503-84-051C

BEARDSLEY PARKWAY

L=756.52'

C5

10' PUE

S28°10'50"E 75.29'

1' VNAE

63.55'

N72°21'09"W 101.81'

38.26'

54

S18°14'23"W 116.84'

N80°34'35"E 74.69'

1' VNAE

S66°49'10"W 115.36'

1' VNAE

53

N61°49'10"E 98.98'

33.99'

L=44.04'

L=51.43'

C25

L=8.41'

10' PUE

3' RWE

S28°10'50"E 117.58'

65.00'

52

L=44.64'

C24

3' RWE

L=41.61'

C39

S28°10'50"E 170.40'

L=14.15'

51

N37°55'11"E 71.10'

N61°49'10"E 65.00'

1' VNAE

S28°10'50"E 143.59'

50

N61°49'10"E 182.66'

51.04'

N61°49'10"E 563.47'

22' R/W 22'

10' PUE

3' RWE

N28°10'50"W 143.59'

65.00'

EX 44' SEWER EASEMENT PER DOC. 2016-0845220, MCR

TRACT C

FLOOD ZONE X

FLOOD ZONE AE

S37°15'16"E 122.15'

L=7.92'

55

55.10'

1' VNAE

82.25'

N28°10'50"W 120.00'

56

N61°49'10"E 147.25'

65.00'

1' VNAE

N28°10'50"W 120.00'

65.00'

N47°27'37"E 2379.23'

FINAL PLAT OF
SUN CITY FESTIVAL - PARCEL Z1
BOOK 1384, PAGE 23, MCR

FINAL PLAT OF
SUN CITY FESTIVAL - PARCEL T1
BOOK 1564, PAGE 16, MCR

L=379.78'

EX 65' R/W BK PG MCR

C1

L38

10' PUE

S10°41'11"E 120.00'

21

S12°19'35"E 120.00'

20

S13°57'59"E 120.00'

19

S15°36'23"E 120.00'

18

S17°14'46"E 120.00'

L=45.65'

C22

L39

1' VNAE

3' RWE

L40

10' PUE

C21

L=49.00'

3' RWE

N13°59'28"W 120.00'

25

N12°10'52"W 120.00'

24

N10°22'15"W 120.00'

23

S08°33'38"E 120.00'

L=49.00'

SVE

11' RWE

C37

L=0.69'

L51

5.56'

42.71'

22' R/W

C23

L63

C17

C38

L52

326.77'

10' PUE

3' RWE

1' VNAE

S28°10'50"E 120.00'

65.00'

57

N28°10'50"W 120.00'

TONOPAH DRIVE

277TH AVENUE

RUNION DRIVE

L16

L15

L14

L65

N07°10'06"W 269.71'

101.76'

30.00'

30' R/W

3' RWE

N03°21'15"W 120.27'

125.24'

N07°10'06"W 90.02'

S08°02'47"E 104.35'

11' RWE

SVE

17.84'

3.44'

L34

L=53.19'

L=49.00'

TRACT C

FLOOD ZONE X

FLOOD ZONE AE

SHEET 5

SHEET 5

Blue Stakes Center
Call Collect
602-263-1100
800-Stake-It
(for outside Maricopa County)

Z:\Fieldwork\2021\215235\Survey\Plat\ 5235-FOI.dwg

REVISIONS:

1

2

3

FINAL PLAT - PARCEL 84

PLAN NAME

SUN CITY FESTIVAL PLANNING AREA 3

BUCKEYE, AZ.

ENGINEER INFORMATION

WOOD/PATEL
Civil Engineers
Hydrologists
Land Surveyors
Construction Managers
(602) 335-8500

SUBMITTAL: 3rd Submittal

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PROJECT NUMBER: 215235

SHEET NUMBER: 6 of 6

COB PLAN TRACKING #

COB PERMIT #: PLZS-24-00031

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY

This is to certify that

Pulte Home Corporation, a Michigan Corporation

has met the requirements of A.R.S. §§ 45-576, 45-579, and the applicable regulations, and

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in the applicable regulations,

Is issued this Certificate of Assured Water Supply for

Sun City Festival, Phase 1
Section 13 & 22-26 Township 04 North, Range 04 West GSRB&M
Maricopa County, Phoenix Active Management Area

Sufficient water of adequate quality will be continuously available to satisfy the water demand of the referenced subdivision for at least one hundred years. The referenced subdivision consists of **3473 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **2130.14 acre-feet per year.** The subdivision will be served **groundwater by Town of Buckeye.**

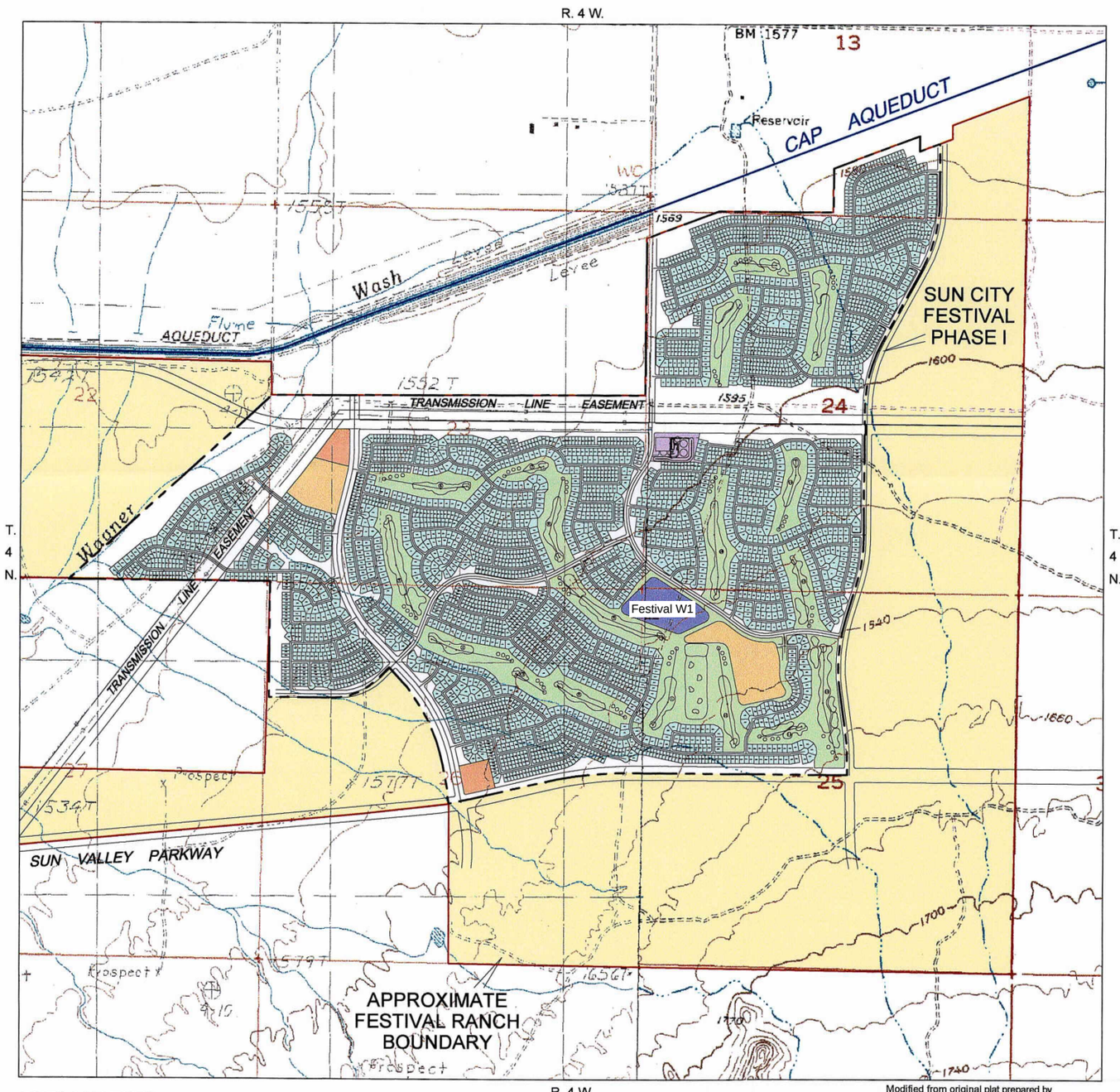
This Certificate is invalid as to any entity not named above. A subsequent owner of the referenced property may apply for a new certificate pursuant to A.A.C. R12-15-708, within 90 days of the change of ownership. This Certificate may be assigned pursuant to A.R.S. § 45-579.

Certificate Number: 27-401140.0000

ARIZONA DEPARTMENT OF WATER RESOURCES

Assistant Director

11/23/04
Date



Modified from original plat prepared by
Coe & Van Loo Consultants, Inc. , Phoenix, Arizona

EXPLANATION

Gross Area	1,285.30 Ac
R/W Arterial	83.85 Ac
R/W Collector	21.00 Ac
R/W Residential	146.52 Ac
Open Space / Common Area	102.27 Ac
Golf Course and Lake Area	199.18 Ac.
Transmission Line Easement	89.67 Ac
Recreation Center / Clubhouse	31.78 Ac
2 Wellsites and 1 Waterplant Site	6.19 Ac
Commercial Area	8.00 Ac
Active-Adult Residential Area	581.84 Ac.
Multi-Family (Townhouse) Area	15.00 Ac

Number of Lots Proposed:
3,353 Active-Adult
120 Multi-Family (Townhouses)

- Active-Adult Residential
- Commercial
- Clubhouse/Community Center
- Multi-Family (Townhouses)
- APS Substation/Water Booster Pump Site
- Golf Course and Lakes
- Festival Ranch Undeveloped Property

A subdivision being part of the southeast quarter of Section 13, the southeast quarter of Section 22, the south half of Section 23, the west half of Section 24, the northwest quarter of Section 25, and the north half of Section 26, T4N, R4W of the Gila and Salt River Baseline and Meridian

RECEIVED
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PHOENIX AMA

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FEET



PULTE HOME CORPORATION
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT OF SUN CITY FESTIVAL, PHASE I SUBDIVISION

ERROL L. MONTGOMERY & ASSOCIATES, INC. 2003
CONSULTANTS IN HYDROGEOLOGY
TUCSON, ARIZONA

ATTACHMENT 1

27-401140
SUN CITY FESTIVAL, PHASE 1

1091.09\LOCATION MAP-Phase 1\05NOV2003

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.D. PD – Memorandum of Understanding with AZDPS / Rapid DNA Program
DATE PREPARED: 04/09/25	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**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 Memorandum of Understanding (MOU) between the Arizona Department of Public Safety (AZDPS) and the Buckeye Police Department (BPD) for Participation as a Partner Agency Site in the Arizona Law Enforcement Rapid DNA Program.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Police Department (BPD) supports improving criminal history record systems and related systems to support background checks, including NICS checks, and ensure that infrastructure connects criminal history record systems to state record repository or appropriate federal agency record system, and ensure records are accessible through the Federal Bureau of Investigation (FBI) record systems. BPD also provides training and technical assistance needed to ensure that criminal history and related record systems are developed and managed to conform to FBI standards and appropriate technologies, while ensuring that contributing agencies adhere to the highest standards of practice with respect to privacy and confidentiality, and using systematic evaluation and standardized performance measurements and statistics to assess progress on improving national record holdings and background check systems.

To further these efforts, BPD purchased a Rapid DNA instrument (RDNA), software, and related supplies. The RDNA will be utilized by BPD during the booking process and will enter the results into CODIS or other appropriate agency systems. The RDNA will be available for use by other Metro Phoenix West Valley agencies.

The AZDPS Scientific Analysis Bureau implemented a Law Enforcement Rapid DNA Program in April 2014, designed to train officers and crime scene personnel in the use of Rapid DNA technology for investigative lead purposes. These Rapid DNA Operators are trained to prepare and run samples on Rapid DNA instrumentation located at the AZDPS Central Regional and Southern Regional Crime Laboratories. After successful completion of a Rapid DNA run, these operators are then trained to complete side by side comparisons of crime scene samples to known standards (bench top comparisons) or to run the DNA profile through a local, standalone database of Arizona convicted offender and arrestee samples in order to determine if a matching profile exists in the database.

In January 2020, AZDPS developed program guidelines to expand the Law Enforcement Rapid DNA Program to include the creation of Partner Agency Sites. These are sites that utilize Rapid DNA instrumentation and access the standalone database at locations outside of AZDPS via a cooperative

agreement. The Partner Agency maintains the site with oversight from the AZDPS Rapid DNA Program Manager, thereby ensuring expanded and convenient access to Rapid DNA technology for the Partner Agency while maintaining the standard of sample preparation and analysis required by AZDPS for the statewide program. The requirements of the Law Enforcement Rapid DNA Program as a whole, and of designated Partner Sites specifically, are outlined in the AZDPS Law Enforcement Rapid DNA Program and Quality Manuals.

BENEFITS:
By joining the AZDPS as a Partner Agency in the Rapid DNA Program, the City of Buckeye Police Department will have access to more information, profiles, and accessibility when researching DNA in relation to criminal activity, and allow for less backlog of DNA information. The Partner Agency Site will be held to the same standards as AZDPS Law Enforcement Rapid DNA Program locations, including cleanliness, security, proper reagent storage, and procedures for analysis

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FUTURE ACTION:
None at this time.

FINANCIAL IMPACT STATEMENT:
None at this time.

BUDGETED:
No

FISCAL YEAR:
2025

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (AZDPS) AND THE BUCKEYE POLICE DEPARTMENT (BPD) FOR PARTICIPATION AS A PARTNER AGENCY SITE IN THE ARIZONA LAW ENFORCEMENT RAPID DNA PROGRAM

1. PURPOSE

a. The purpose of this MOU is to document the agreed responsibilities and functions of the signatory parties for the purpose of establishing a Rapid DNA partner agency site at BPD.

b. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreement or contracts entered into between the AZDPS and the BPD, whether prior to or subsequent to the signing of this MOU.

c. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the parties, their parent agencies, or the officers, employees, or other associated personnel thereof.

2. PARTIES

a. This MOU is entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY and the BUCKEYE POLICE DEPARTMENT (hereinafter, referred to jointly as "the Parties" or individually as "Party").

b. The Crime Laboratory Administrator of AZDPS is responsible for administering this MOU for AZDPS and has designated the Rapid DNA Program Manager as the AZDPS point of contact (POC) for this purpose. The Buckeye Police Chief is responsible for administering this MOU for BPD and has designated _____ _____ as the BPD POC for this purpose.

3. AUTHORITIES

The Parties enter into the MOU pursuant to Arizona Revised Statute §41-1713B.3. This authority, together with the internal policies and procedures of each Party, define the basis for each Party to enter into the MOU and jointly to support the implementation of a Law Enforcement Rapid DNA Program Partner Site at BPD. This MOU is not intended to, and does not create, any legal obligations binding under any law of the United States.

4. BACKGROUND INFORMATION

The AZDPS Scientific Analysis Bureau implemented a Law Enforcement Rapid DNA Program in April 2014, designed to train officers and crime scene personnel in the use of Rapid DNA technology for investigative lead purposes. These Rapid DNA Operators are trained to prepare and run samples on Rapid DNA instrumentation located at the AZDPS Central Regional and Southern Regional Crime Laboratories. After successful completion of a Rapid DNA run, these operators are then trained to complete side by side comparisons of crime scene samples to known standards (bench top comparisons) or to run the DNA profile through a local, standalone database of Arizona convicted offender and arrestee samples in order to determine if a matching profile exists in the database.

In January 2020, AZDPS developed program guidelines to expand the Law Enforcement Rapid DNA Program to include the creation of Partner Agency Sites. These are sites that utilize Rapid DNA instrumentation and access the standalone database at locations outside of AZDPS via a cooperative agreement. The Partner Agency maintains the site with oversight from the AZDPS Rapid DNA Program Manager, thereby ensuring expanded and convenient access to Rapid DNA technology for the Partner Agency while maintaining the standard of sample preparation and analysis required by AZDPS for the statewide program. The requirements of the Law Enforcement Rapid DNA Program as a whole, and of designated Partner Sites specifically, are outlined in the AZDPS Law Enforcement Rapid DNA Program and Quality Manuals.

5. COMMENCEMENT AND EXPIRATION DATES

a. Commencement Date – the Partner Agency Site shall commence upon receipt of the signed MOU from the Parties.

b. Expiration Date – The Partner Agency Site is subject to an annual audit by the AZDPS Rapid DNA Program Manager. Successful completion of this audit along with any required adjustments and/or remediation will automatically renew the MOU for another year. Otherwise, the Partner Agency Site shall expire one year from the commencement date.

c. The rights and obligations of the Parties under this MOU shall take effect on the Commencement Date and shall continue in force unless the Partner Agency Site fails to successfully complete an annual audit or unless terminated earlier in accordance with the termination provisions of this MOU.

6. SPECIFIC RESPONSIBILITIES

This MOU applies to Rapid DNA analysis of samples at the Partner Agency Site and searching of profiles through the AZDPS local, standalone database. The Partner

Agency Site will be held to the same standards as AZDPS Law Enforcement Rapid DNA Program locations, including cleanliness, security, proper reagent storage, and procedures for analysis. Failing to meet these standards or utilizing the AZDPS local, standalone database for purposes other than the AZDPS Law Enforcement Rapid DNA Program shall be considered unauthorized and may result in the termination of this MOU by AZDPS.

Specifically, AZDPS will:

a. Provide copies of the AZDPS Law Enforcement Rapid DNA Program Manual and AZDPS Law Enforcement Rapid DNA Quality Manual

b. Provide technical support through the Rapid DNA Coordinator or other AZDPS personnel in order to ensure the successful operation and maintenance of the Partner Agency Site

c. Provide training, as available, for Rapid DNA Operators for the Partner Agency Site

d. Provide recertification training, as needed, to continue the certification of the Rapid DNA Operators for the Partner Agency Site

e. Provide timely annual audits of the Partner Agency Site in order to ensure that quality standards are being met and that the terms of this MOU can be renewed on an annual basis

f. Assist with validation of Rapid DNA instrumentation as applicable

BPD will:

a. Maintain the Partner Agency Site in accordance with the program requirements, including, but not limited to, cleanliness, security, proper reagent storage, and basic maintenance of instrumentation

b. Equip the Partner Agency Site with Rapid DNA instrumentation and consumables

c. Provide personnel to be trained as Rapid DNA Operators

d. Comply with all applicable program requirements for staffing, reporting, certifications, etc. as outlined in the Law Enforcement Rapid DNA Program and Quality Manuals

e. Provide run data to AZDPS for program tracking purposes and additional metrics

f. Allow AZDPS access for the required annual audit of the Partner Agency Site and provide response and any required remediation to the audit within thirty (30) calendar days of the completion of the audit

7. EFFECT OF THIS MOU

a. This MOU is not an obligation or commitment of funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expresses acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

b. This MOU does not constitute an agreement for either Party to assume or waive any liability or claim under any applicable federal or state law.

c. This MOU is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this MOU by mutual consultation.

8. **EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION**

a. This MOU, consisting of eight (8) sections, shall become effective when executed by both Parties and will continue in effect until terminated. This MOU can be modified at any time by written consent of both parties.

b. This MOU may be terminated, with respect to either party, at any time, upon written notice of termination to the other party. The party desiring to terminate this MOU will provide such written notification to the other party at least thirty (30) days prior to termination. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. Written notification of termination may be issued by the City Manager, Police Chief, or their designee on behalf of the Buckeye Police Department.

c. AZDPS may terminate this MOU immediately if it is determined that the Partner Agency Site or its Rapid DNA Operators are not meeting program requirements as outlined in the Law Enforcement Rapid DNA Program and Quality Manuals or if the AZDPS local, standalone database is being used by the Partner Agency Site for purposes outside of the scope of the Law Enforcement Rapid DNA Program.

The preceding eight (8) sections represent the understandings reached between AZDPS and BPD.

FOR THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

_____ _____

Colonel Jeffrey Glover Date

Director

Arizona Department of Public Safety

FOR THE BUCKEYE POLICE DEPARTMENT

_____ _____

Bob Sanders Date

Police Chief

Buckeye Police Department

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.E. WR - GHD, Inc. Professional Services Agreement for the Central WRF Expansion
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 1,2,3
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121	
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 Professional Services Agreement (Contract No.2025278A) between the City of Buckeye, an Arizona municipal corporation, and GHD Inc., a California corporation, for the design of the Central Water Reclamation Facility (WRF) Expansion; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Central Water Reclamation Facility (WRF), currently with a treatment capacity of 4.5 MGD, has reached the maximum 80% treatment capacity milestone to begin the design of the next expansion per the Maricopa County Environmental Services Department Guidelines. When flows reach 90% of capacity, the city must begin construction. Having reached the 80% trigger, the Water Resources Department is requesting approval of this Professional Services Agreement for the design of the 1.5 Million Gallons per Day (MGD) expansion, which will bring the facility's total treatment capacity up to 6 MGD. In addition to the expansion design, GHD, Inc. will also update the Central WRF Master Plan. The total cost of these services shall not exceed $2,826,807.

BENEFITS:
The facility will maintain compliance with county requirements while keeping up with anticipated growth in the Central WRF service area.

FINANCIAL IMPACT STATEMENT:
The design services of $2,826,807.00 is programmed and budgeted for FY25 & FY26 under CIP Project No. 102610 Central WRF Expansion:

FY25: $1,750,000
FY26: $4,500,000

CURRENT FISCAL YEAR TOTAL COST:
$1,750,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:

40011233-543227

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
A. Site Map - Central_WRF.pdf
Central WRF Service Area.pdf
PSA No. 2025278A GHD Central WRF Expansion Item 3078.2.pdf

Central WRF - 7th Street & Beloat



2/19/2024, 1:31:36 PM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Planning Area

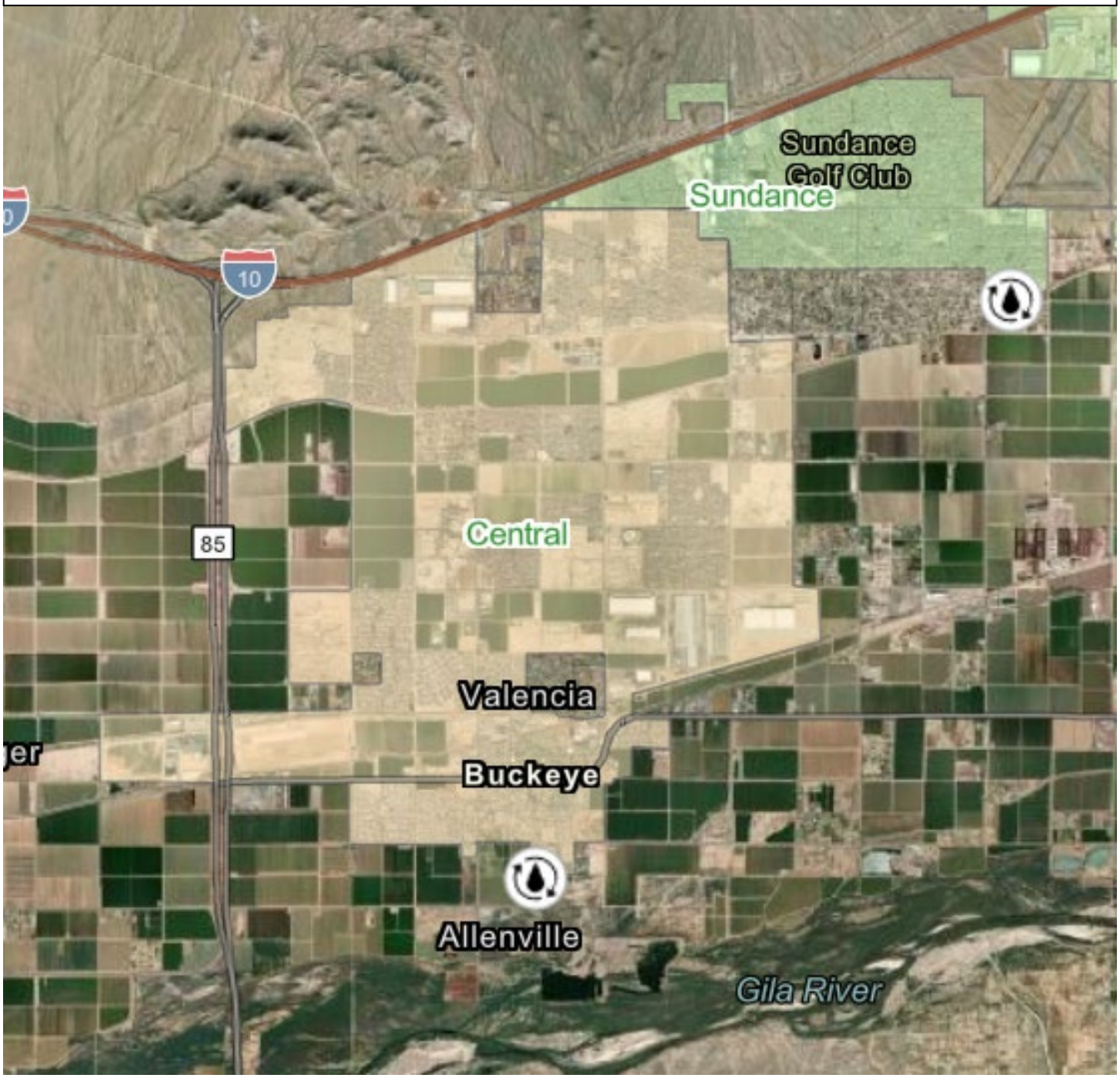
Parcels

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri., Inc.

Maricopa County Assessor's Office, GIS Department, vanassek, 10/21/2015; Modified by the City of Buckeye GIS, tduncan, 11/30/2015; Schema updated 03/02/2017; Schema updated 03/29/2017 |

Central WRF Service Area

N



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GHD INC.
Contract No. 2025278A

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and GHD Inc., a California corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, "RFQ 2025278 Professional Services for Central Wastewater Reclamation Facility Expansion," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), 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 an Agreement with the Consultant for professional services for the Central WRF Expansion project (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until **July 31, 2026**, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial term, this Agreement may be renewed for up to two (2) successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Consultant shall provide the Services as set forth in the RFQ and the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference. The

Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant. Prior to commencing the Services, the Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the City of any constraints associated with the Project site.

3. Compensation. The City shall pay the Consultant an amount not to exceed **Two Million Eight Hundred Twenty-Six Thousand Eight Hundred Seven Dollars and Zero Cents ($2,826,807.00)** for the Services at the rates set forth in the Fee Proposal, attached hereto as **Exhibit B** and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of

insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

D. Workers' Compensation Insurance. If the Consultant employs anyone who is required by law to be covered by workers' compensation insurance, the Consultant shall maintain Workers' Compensation insurance to cover obligations imposed

by federal and state statutes having jurisdiction over the Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

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

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

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

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

is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85236 Attn: Finance Department | Procurement Contracts@buckeyeaz.gov
With copy to:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85326 Attn: K. Scott McCoy, City Attorney Legal@buckeyeaz.gov
If to Consultant:	GHD Inc. 3200 E. Camelback Road, Suite 210 Phoenix, Arizona 85018 Attn: Bhaskar Kolluri, Business Group Leader – Water and Wastewater Bhaskar.kolluri@ghd.com

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

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When City information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the City, the information must be redacted or destroyed through

appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

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

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Consultant's or its subcontractor's failure

to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"	"**Consultant**"
CITY OF BUCKEYE, an Arizona municipal corporation	GHD INC., a California corporation
	Bhaskar Kolluri
Dan Cotterman, City Manager	Bhaskar Kolluri, Business Group Leader - Water and Wastewater

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBITS ARE ON FILE IN THE OFFICE OF THE CITY CLERK

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAcwb-kaczl7c6JzSTHIBhzgRDDMBIkF31

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.F. WR - GHD, Inc. Professional Services Agreement for the Central WRF Ring Levee
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 1,2,3
STAFF LIAISON: Terry Lowe, Director, tlowe@buckeyeaz.gov, (623) 349-6121	
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 Professional Services Agreement (Contract No.2025278B) between the City of Buckeye, an Arizona municipal corporation, and GHD Inc., a California corporation, for the design of the Central Water Reclamation Facility (WRF) Ring Levee Project; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
A 2017 study conducted with the Army Corps of Engineers revealed that a 100-year flood event could cause electrical and process failures, disrupting service at the Central Water Reclamation Facility (WRF). This disruption would likely cause untreated wastewater to back up into the collection mains, potentially into homes and businesses. To mitigate these impacts, the Water Resources Department seeks approval for a contract with GHD, Inc. for the design of measures to prevent flood water from the Gila River from entering the Central WRF. The total cost for the levee design shall not exceed $579,000.

BENEFITS:
The construction of this project will reduce potential life safety hazards of raw sewage backing up into the collection mains during a 100-year flood event.

FINANCIAL IMPACT STATEMENT:
The design cost of $579,000.00 is within the FY25 & FY26 budget for CIP Project No. 106250 Central WRF Ring Levee Project:

FY25: $500,000
FY26: $500,000

CURRENT FISCAL YEAR TOTAL COST:
$500,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40011233-543193

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

Review.
ATTACHMENTS:
A. Site Map - Central_WRF - Ring Levee.pdf
Central WRF Service Area.pdf
PSA No. 2025278B GHD WRF Ring Levee.pdf

Central WRF - 7th Street & Beloat



2/19/2024, 1:31:36 PM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Planning Area

Parcels

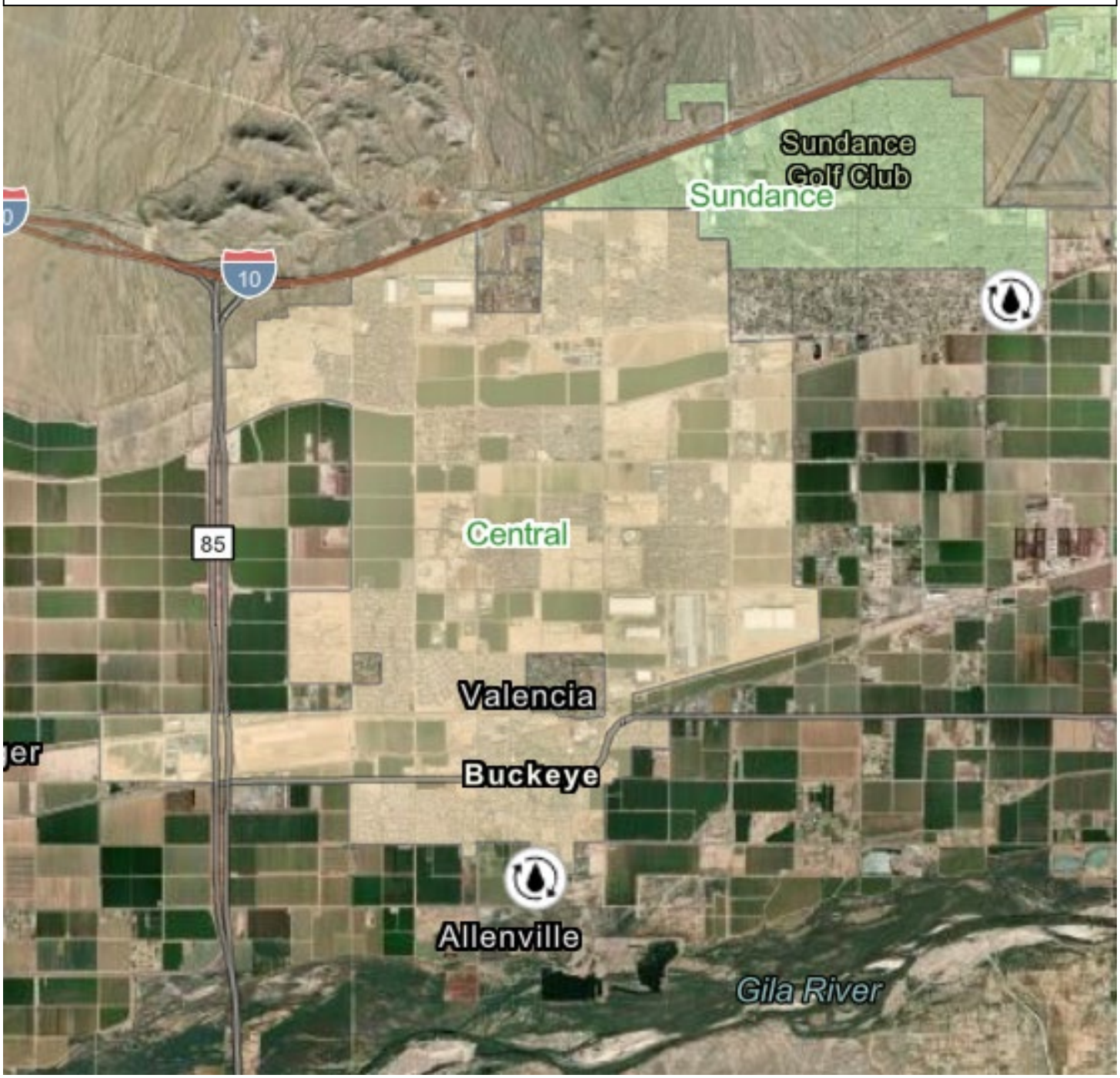
Ring Levee

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri., Inc.

Maricopa County Assessor's Office, GIS Department, vanassek, 10/21/2015; Modified by the City of Buckeye GIS, tduncan, 11/30/2015; Schema updated 03/02/2017; Schema updated 03/29/2017 |

Central WRF Service Area

N



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GHD INC.
CONTRACT NO. 2025278B

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and GHD Inc., a California corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, "RFQ 2025278 Professional Services for Central Wastewater Reclamation Facility Expansion," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), 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 an Agreement with the Consultant for professional services for the Central WRF Ring Levee project (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until **September 26, 2026**, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial term, this Agreement may be renewed for up to two (2) successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Consultant shall provide the Services as set forth in the RFQ and the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant. Prior to commencing the Services, the Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the City of any constraints associated with the Project site.

3. Compensation. The City shall pay the Consultant an amount not to exceed **Five Hundred Seventy-Nine Thousand Dollars and Zero Cents ($579,000.00)** for the Services at the rates set forth in the Fee Proposal, attached hereto as **Exhibit B** and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no

obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

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

Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant is

legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

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

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

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

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

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

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

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

14.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall

be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85236 Attn: Finance Department | Procurement Contracts@buckeyeaz.gov
With copy to:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85326 Attn: K. Scott McCoy, City Attorney Legal@buckeyeaz.gov
If to Consultant:	GHD Inc. 3200 E. Camelback Road, Suite 210 Phoenix, Arizona 85018 Attn: Bhaskar Kolluri, Business Group Leader – Water and Wastewater / Bhaskar.kolluri@ghd.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Information Technology.

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

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

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

D. Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must

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

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

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

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

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

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

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"	"**Consultant**"
CITY OF BUCKEYE, an Arizona municipal corporation	GHD INC., a California corporation
	Bhaskar Kolluri
Dan Cotterman, City Manager	Bhaskar Kolluri, Business Group Leader - Water and Wastewater

ATTEST:

Lucinda J. 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: CBJCHBCAABAAIQEPitx1bIol7CNxlaD0KQzHa3g29hgQ

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GHD INC.

[Scope of Work]

See following pages.

PROPOSED SCOPE OF WORK FOR LEVEE ANALYSIS AND DESIGN SERVICES

NEW RING LEVEE AROUND BUCKEYE CENTRAL WASTEWATER RECLAMATION FACILITY

CITY OF BUCKEYE(CITY), ARIZONA

Prepared by GHD (CONSULTANT)

PROJECT NAME

Proposed new ring levee around Buckeye Central Wastewater Reclamation Facility and adjacent parcels

BACKGROUND

The project site is located within and adjacent to the property that encompasses the existing Buckeye Central Wastewater Reclamation Facility (WRF), near the corner of Norton Drive and Hazen Road in Buckeye, Arizona. The west 1/3 side of the project site is developed with the existing WRF; while the east 2/3 side of the project site is relatively flat and undeveloped. We understand that the existing WRF and adjacent undeveloped area should be protected from future flooding. The City desires to construct a ring levee around the Buckeye Central WRF (14 acre parcel) to protect the facility from the 100-year flood event. The levee embankment and associated features should be designed per U.S. Army Corps of Engineers (USACE) standards and FEMA standards.

PROPOSED SCOPE OF SERVICES

CONSULTANT's scope of services for the subject project is described below:

TASK 1: SITE VISIT & GEOTECHNICAL SUPPORT

In this task, two (2) CONSULTANT engineers with experience in levee analysis and design will visit the project site to understand existing conditions, site topography and any constraints that may impact the proposed project. During this site visit, CONSULTANT engineers will meet the geotechnical investigation subcontractor to finalize the exploration locations.

Also, in this task, CONSULTANT engineers will review submittals from the geotechnical investigation subcontractor and provide comments.

Deliverable: A brief Technical Memorandum with findings from the site visit.

TASK 2: BASIS OF DESIGN REPORT

In this task, the Basis of Design Report will be prepared using USACE and FEMA guidelines for levee design. The report will support and document the basis of design for the final design work to be performed for the proposed new ring levee around Buckeye Central Wastewater Reclamation Facility and adjacent parcels. This report will present design objectives, required guidelines, design criteria, technical approaches, and controlling factors that influence the final design of the proposed levee. This report will be the design guideline document for the design work related to this proposed new ring levee project.

Deliverable: Basis of Design Report

TASK 3: GEOTECHNICAL REPORT

The Geotechnical Report will be prepared for the proposed ring levee project, and it will include

1) site conditions,
2) the geotechnical parameters for the design of the proposed ring levee project
3) results of preliminary engineering analysis,
4) conclusions and recommendations, and,
5) construction considerations.

Deliverable: Geotechnical Report

TASK 4: 30% DESIGN

In this task, we will perform data interpretation to derive the parameters for engineering analysis and develop the soil profile along the proposed levee alignment for levee design, and we will develop 30% design level drawings including layout and cross-sections. The seepage and slope stability analyses will be performed to confirm that the levee design configuration meets USACE requirements

Deliverables:

1) 30% level design drawings,
2) Design Documentation Report, and
3) Updated Geotechnical Report.

TASK 5: 60% DESIGN REPORT, DRAWINGS AND SPECIFICATIONS

In this task, the comments on the 30% level design will be incorporated into the 60% design level drawings, engineering analysis, and geotechnical report. More comprehensive engineering analysis will be performed based on the revised design using the updated geotechnical parameters. Also, 60% level draft specifications will be prepared.

Deliverables: 1) 60% level design drawings, 2) Updated Design Documentation Report, 3) Updated Geotechnical Report, and 4) Draft Specifications.

TASK 6: 90% DESIGN REPORT, DRAWINGS AND SPECIFICATIONS

In this task, the comments on the 60% design submittal will be addressed and necessary changes will be made to prepare the 90% submittal.

Deliverables: 1) 90% level design drawings, 2) Design Documentation Report, 3) Updated Geotechnical Report, and 4) Updated Specifications.

TASK 7: 100% DESIGN REPORT, DRAWINGS AND SPECIFICATIONS

In this task, the design will be finalized by addressing comments on the 90% level design submittal.

Deliverables: 1) 100% level design drawings, 2) Design Documentation Report, 3) Geotechnical Report, and 4) Specifications

TASK 8: OPERATIONS AND MAINTENANCE PLAN

In this task, we will prepare an operations and maintenance plan in accordance with local and federal guidelines. The plan will outline the procedures and schedules for inspecting, maintaining, and repairing a levee system to confirm its structural integrity and functionality during high water level events, address maintenance issues such as erosion control, vegetation management, a monitoring program, and emergency response protocols in case of flood threats.

Deliverables: Operations and Maintenance Plan.

TASK 9: CLOMR SUPPORT

We will provide support for completing geotechnical aspects of the CLOMR application using the work to be completed. We will provide support completing geotechnical components on the FEMA MT-2 application, submittal of a levee certification report and response to FEMA comments and inquires.

Deliverables: Support for completing geotechnical components on the FEMA MT-2 application, submittal of a levee certification report and response to one round of FEMA comments and inquiries.

CONDITIONAL LETTER OF MAP REVISION

The WRF is located within Zone AE of the FEMA Special Flood Hazard Area (SFHA) for the Gila River, as shown in Figure 1 below. These areas are subject to flooding during the 1% Annual Chance Flood (100-year flood). The City is planning to build a levee around the WRF to protect it from flooding from the Gila River during the 1% Annual Chance Flood. As part of the project, the City would like to remove the WRF from the SFHA through the FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) process.

As part of this task, CONSULTANT will prepare a CLOMR application package for submittal to FEMA. A LOMR will be required once the project has been constructed and CONSULTANT will provide a separate scope and fee for the effort associated with the LOMR at a later date.

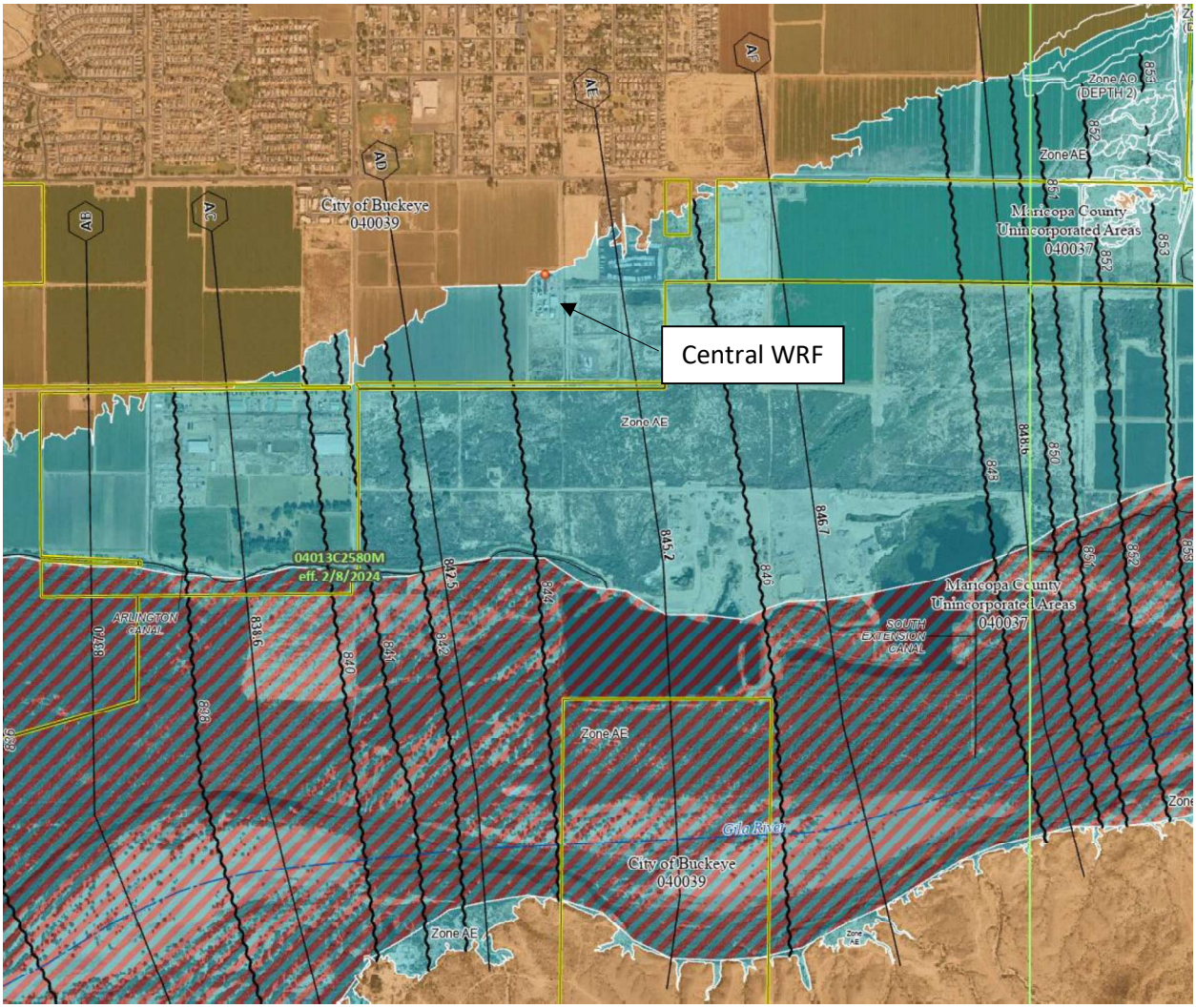


Figure 1: FEMA Flood Insurance Rate Map for Beloat WRF

TASK 10: HYDRAULIC ANALYSIS

CONSULTANT will conduct a hydraulic analysis to support the CLOMR application using FEMA's current effective hydraulic model as the basis for the analysis. The following sub-tasks will be performed for the portion of the model that extends between FEMA published cross-sections AC and AF, which is approximately 7,200 feet in length.

Duplicate Effective Model

CONSULTANT will obtain FEMA's current effective model, which is expected to be in HEC-2 format. We will convert the HEC-2 model to HEC-RAS format and verify that the model data is transferred correctly. This effort will result in the Duplicate Effective Model. The model will be run with flows that are included in the original HEC-2 model.

Corrected Effective Model

The CONSULTANT will correct errors within the Duplicate Effective Model and add additional cross-sections to the model as needed to refine it in the vicinity of the WRF. We will also update the topography for the cross-sections using publicly available elevation data, such as LiDAR. This effort will result in the Corrected Effective Model. The model will be run with flows that are included in the original HEC-2 model. The model will also be run with floodplain encroachments for the 100-year flow.

Pre-Project (Existing) Conditions Model

CONSULTANT will update the Corrected Effective Model to include known physical modifications that have occurred within the floodplain since the date of the effective model, such as the existing berm around the WRF. This effort will result in the Pre-Project Conditions Model. The model will be run with flows that are included in the original HEC-2 model. The model will also be run with floodplain encroachments for the 100-year flow.

Post-Project (Proposed) Conditions Model

CONSULTANT will modify the Pre-Project Conditions Model to include the proposed levee. This effort will result in the Post-Project Conditions Model. The model will be run with flows that are included in the original HEC-2 model. The model will also be run with floodplain encroachments for the 100-year flow. No changes to existing hydrology or land use will be made as part of this effort. Up to three (3) model iterations are assumed as part of this task to accommodate minor design revisions.

Deliverables:

- Duplicate Effective Model
- Corrected Effective Model
- Pre-Project Conditions Model
- Post-Project Conditions Model

TASK 11: DRAFT CLOMR APPLICATION PACKAGE FOR CITY/COUNTY REVIEW

The CLOMR will affect the FEMA Flood Insurance Rate Map in both the City's and Maricopa County's (County's) jurisdictions and will require concurrence from both agencies. The CONSULTANT will prepare a draft of the CLOMR application package following FEMA's Guidance for Flood Risk Analysis Mapping MT-2 Requests (Guidance Document 106) for the City and Maricopa County review. CONSULTANT will prepare a report that describes the hydraulic analysis and floodplain mapping completed for the CLOMR. The report will accompany the MT-2 forms, hydraulic models, topographic work map, and Annotated FIRM.

CONSULTANT will address City review comments on the Draft CLOMR and finalize the deliverables package. CONSULTANT will submit the CLOMR package to the City and Maricopa County for concurrence.

The MT-2 forms to be completed and included in the application package are:

- Form 1 – Overview and Concurrence
- Form 2 – Riverine Hydrology and Hydraulics Form
- Form 3 – Riverine Structures

Deliverables:

- Draft Hydraulic Models
- Draft Hydraulic Analysis Report
- Draft Topographic Work Map
- Draft Annotated FIRM
- Draft Floodway Data Table
- Draft MT-2 forms
- Responses to City/County comments to the Draft CLOMR submittal

TASK 12: CLOMR APPLICATION PACKAGE FOR SUBMITTAL TO FEMA

CONSULTANT will submit the CLOMR package, with the signed Overview and Concurrence Form to FEMA for review. CONSULTANT will facilitate up to two working sessions with the FEMA reviewer to address and discuss comment resolution.

The MT-2 forms to be completed and included in the application package are:

- Form 1 – Overview and Concurrence
- Form 2 – Riverine Hydrology and Hydraulics Form
- Form 3 – Riverine Structures

The amount of effort needed for this task is unknown and can vary depending on the FEMA reviewer. The fee included for this task is an estimate, with work under this task to be provided as requested up to the allotted budget amount.

Deliverables:

- Draft/Final Hydraulic Models
- Draft/Final Hydraulic Analysis Report
- Draft/Final Topographic Work Map
- Draft/Final Annotated FIRM
- Draft/Final Floodway Data Table
- Responses to FEMA's comments and revisions to CLOMR submittal (assumes two rounds of FEMA comments)

TASK 13: GENERAL FUNDING IDENTIFICATION SUPPORT (ALLOWANCE)

If necessary, the CONSULTANT will assist the city with funding support for this task.

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions and exclusions:

- Any scope of services not defined in the above tasks are not included in this Scope of Work.

- Flows for the hydraulic analysis will be obtained from the current Flood Insurance Study for Maricopa County. Hydrologic analysis of the Gila River is not included.
- FEMA will provide An effective hydraulic model that will be suitable for this effort.
- Hydraulic analyses will be conducted using a HEC-RAS one-dimensional model.
- Coordination with FEMA and FEMA's contractor(s) is included as part of this Scope. Other agency coordination is not included.
- CLOMR application fees will be paid by the City.
- Endangered Species Act compliance documentation is not included.
- The City will be responsible for public outreach efforts, if necessary, operation, and maintenance, documentation, and certification documentation as part of the CLOMR submittal.
- A LOMR, the final document to modify FEMA mapping, is required post-construction and is excluded from this scope.
- The work effort is limited to responding to two rounds of FEMA comments.
- Sediment transport analysis is not included.
- Any required property owner notifications will be drafted by CONSULTANT but distributed by the City.
- City will obtain the Building Code Effectiveness Grading Schedule (BCEGS) rating for the County.
- City will create a FEMA go account and add CONSULTANT staff as contributors.
- City will be responsible for the final upload of the sub application question responses and attachments.
- City will be responsible for completing administrative portions of the application for contact information, federal identifiers, addresses, etc.
- City will provide any completed studies, calculations or other documents to support the scope of work.
- City will work on BRIC funding application and necessary applications.
- City will provide the necessary authorization signatures.
- Endangered Species work or EIS or NEPA paperwork is not included in this scope of work.

February 27, 2025
Proposal No. 12PHX02-06315

Mr. Bhaskar Kolluri, PE (AZ, NM)
Business Group Leader – US West | Treatment
GHD
3200 East Camelback Road, Suite 210
Phoenix Arizona 85018

Subject: Proposal to Perform Geotechnical Services
Flood Protection Design
Buckeye Central Wastewater Reclamation Facility (WRF)
Norton Drive and Hazen Road
Buckeye, Arizona

Dear Mr. Kolluri:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform geotechnical services for subject project. This proposal is based on the information that we received from your office and our understanding of the project and site. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of the project.

SITE/PROJECT DESCRIPTION

The project site is located within and adjacent to the property that encompasses the existing Buckeye Central WRP, near the corner of Norton Drive and Hazen Road in Buckeye, Arizona. The north 1/3 side of the project site is developed with the existing WRP; while the south 2/3 side of the project site is relatively flat and undeveloped. We understand that this property and adjacent parcel to the east need to be protected from future flooding. The City desires to construct an earthen levee in the event of a 100-year flood, that will be designed per US Army Corps of Engineer standards. We assume this levee will be on the order of 3,800 linear feet long and 6 feet high. We have been asked to prepare this proposal to conduct the geotechnical engineering tasks associated with this project.

SCOPE OF SERVICES

The scope of services we will perform for this phase of the project are outlined below:

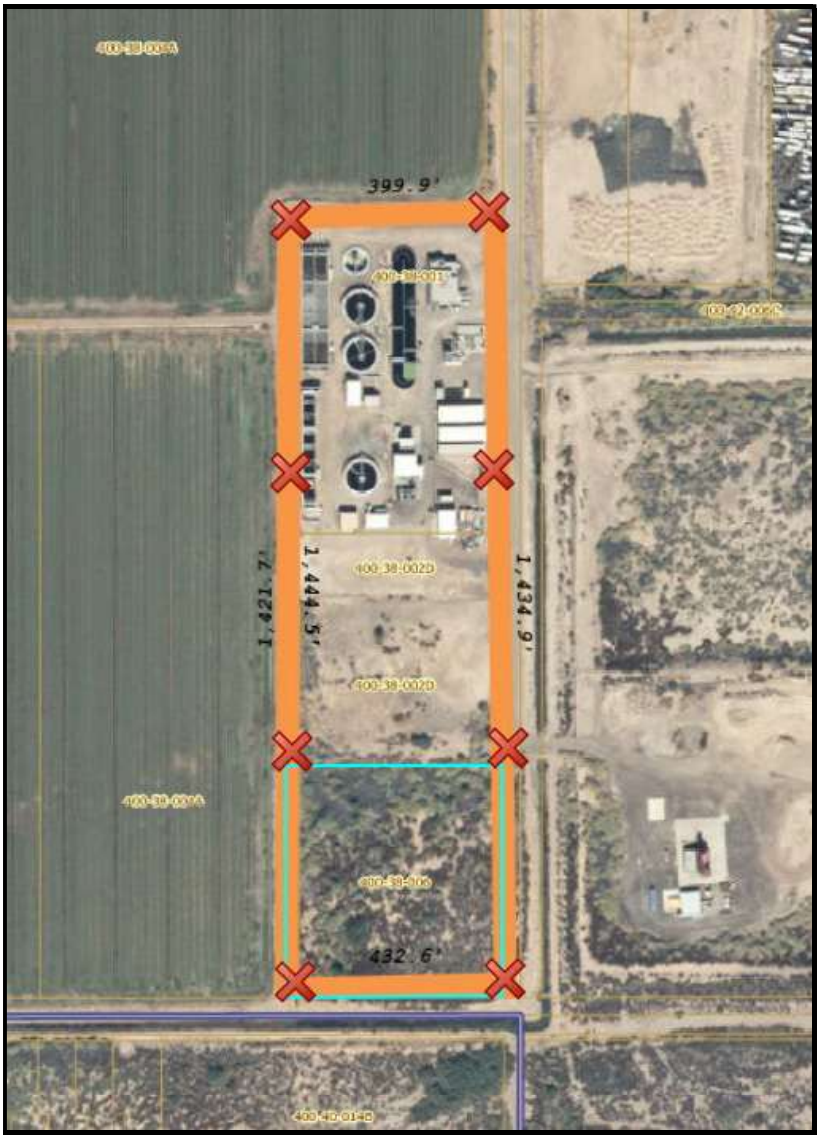
- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project site and surrounding area.

- Prepare a site-specific health and safety plan summarizing our field exploration activities for review and approval.

- Conduct a site visit to conduct a geologic reconnaissance and select and mark out the proposed boring locations.

- Contact Arizona 811 to evaluate utility locations prior to our field work.

- Perform a geotechnical exploration, which will include the excavating of eight soil borings, spaced on the order of 500 feet apart. Of these borings, two will extend 30 feet deep, three will extend 50 feet deep, and three will extend 60 feet deep. These borings will be located within or near the centerline of the proposed levee. The borings will be advanced with a truck mounted drill rig using hollow-stem augers (HSAs). The general location of these borings is depicted below.



- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils and compacted near the ground surface. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.

- Perform laboratory testing that will evaluate the on-site soil's index, strength, and chemical characteristics. The laboratory testing, we have assumed to conduct for this project, is summarized below:

Laboratory Test	Assumed Quantity
Atterberg Limits - West Preparation, D4318, T 89, T 90	5
Chloride and Sulfate Content, ARIZ 733, 736	2
Consolidation, Hydro (response to wetting) D 2435	5
Direct Shear - Undisturbed (three points) D 3080, T 236	5
Hydraulic Conductivity, D5084	5
Hydrometer Analysis, D422, T 88	5
Maximum Density - D1557 and D 698, T 99, T 180	3
Moisture and Density, D2937	20
pH and Resistivity, ARIZ 236b	2
Sieve Analysis, D422	5
200 Wash, D1140	5

- Perform geotechnical engineering analysis in general accordance with EM 1110-2-1913 Design and Construction of Levees.

- Prepare a geotechnical report to include the logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:

    - Site vicinity map and sampling plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil conditions;
    - General seismic characteristics in accordance with International Building Code;
    - Geologic hazards;
    - Excavation characteristics of on-site soils;
    - Excavation side slope stability;
    - Earthwork factors;
    - Potential for re-use of on-site soils;
    - Subgrade preparation measures;
    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils as they relate to soil berms (levees), flood walls, and grade raised fill;
    - Recommendations for design and construction of soil berms (levees);

- Guidelines relative to the design of flood walls;
- Discussion of the soil in terms of scour susceptibility; and
- Discussion of soil corrosivity to steel and concrete.

- Create four soil profiles to cover the four sides of the proposed levee using our boring logs and presented in an AutoCAD format.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- Some ground disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

We are prepared to initiate this project immediately upon receiving your notice-to-proceed and anticipate conducting the field work within about four weeks. The field work will take about one week to finish once started. We estimate issuing our report about eight weeks after the field work is finished. Preliminary recommendations can be provided about one week after the fieldwork is done.

FEE

We propose to perform the work scope described above for a lump sum fee of $45,000 (Forty-Five Thousand Dollars), as roughly estimated below:

Project Task	Fee
Project Coordination/Management	$ 3,000
Field Work	$ 20,000
Laboratory Testing	$ 7,000
Report Preparation	$ 15,000
Total	**$ 45,000**

Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to: **NINYO & MOORE**
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-06315**

1. PROJECT ADDRESS: **Norton Drive and Hazen Road, Buckeye, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Services**
3. SCOPE OF STUDY: **Please refer to proposal dated February 27, 2025.**
4. FEE: **$45,000 (Forty-Five Thousand Dollars – Lump Sum)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **GHD**
   3200 East Camelback Road, Suite 210
   Phoenix Arizona 85018
   PHONE: **(602) 216-7200**

   CONTACT: **Bhaskar Kolluri** PHONE: **(602) 216-7200**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **GHD**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-06315** dated **February 27, 2025**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time**.** Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT**.** CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project**.** Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement**.** CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site**.** Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities**.** CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition,

CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed $50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and

2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;

2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

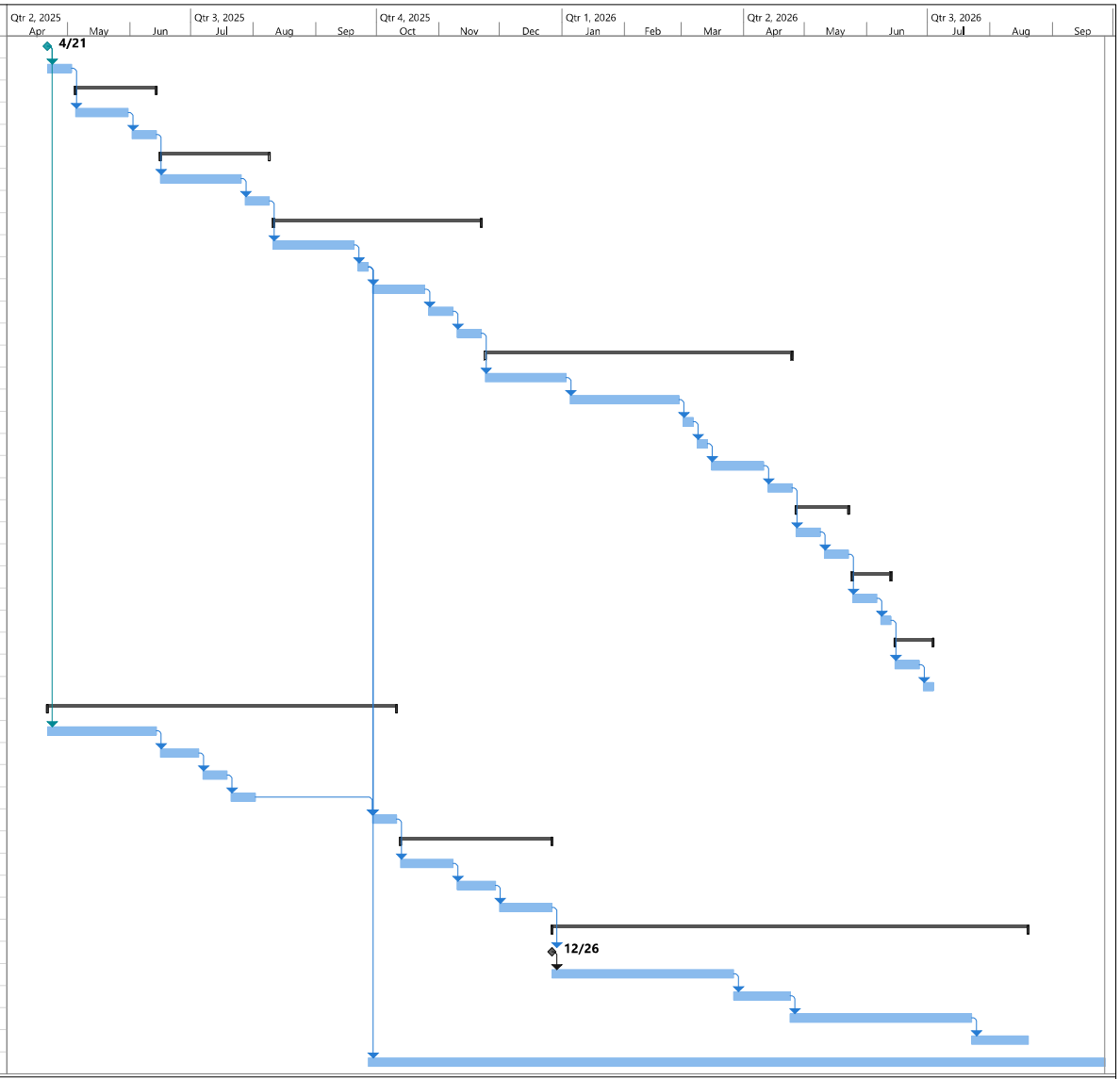
Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent **Date**

Steven D. Nowaczyk, PE, Managing Principal Engineer **Date**

PM: SDN

ID	Task Mode	Task Name	Duration	Start	Finish
1		**NTP**	0 days	Mon 4/21/25	Mon 4/21/25
2		**Task 1 - Site Visit & Geotechnical Support**	10 days	Mon 4/21/25	Fri 5/2/25
3		**Task 2 - Basis of Design Report**	**30 days**	**Mon 5/5/25**	**Fri 6/13/25**
4		Basis of Design Report	20 days	Mon 5/5/25	Fri 5/30/25
5		City/County Review	10 days	Mon 6/2/25	Fri 6/13/25
6		**Task 3 - Geotechincal Report**	**40 days**	**Mon 6/16/25**	**Fri 8/8/25**
7		Geotechnical Report	30 days	Mon 6/16/25	Fri 7/25/25
8		City/County Review	10 days	Mon 7/28/25	Fri 8/8/25
9		**Task 4 - 30% Design**	**75 days**	**Mon 8/11/25**	**Fri 11/21/25**
10		Engineering Analysis	30 days	Mon 8/11/25	Fri 9/19/25
11		Develop Layout & Cross-Sections	5 days	Mon 9/22/25	Fri 9/26/25
12		Design Documentation Report	20 days	Mon 9/29/25	Fri 10/24/25
13		Update Geotechnical Report	10 days	Mon 10/27/25	Fri 11/7/25
14		City/County Review	10 days	Mon 11/10/25	Fri 11/21/25
15		**Task 5 - 60% Design**	**110 days**	**Mon 11/24/25**	**Fri 4/24/26**
16		Update Engineering Analysis	30 days	Mon 11/24/25	Fri 1/2/26
17		Update Layout & Cross-Sections	40 days	Mon 1/5/26	Fri 2/27/26
18		Update Documentation Report	5 days	Mon 3/2/26	Fri 3/6/26
19		Update Geotechnical Report	5 days	Mon 3/9/26	Fri 3/13/26
20		Prepare Specifications	20 days	Mon 3/16/26	Fri 4/10/26
21		City/County Review	10 days	Mon 4/13/26	Fri 4/24/26
22		**Task 6 - 90% Design**	**20 days**	**Mon 4/27/26**	**Fri 5/22/26**
23		Update Design Reports, Drawings, Specifications	10 days	Mon 4/27/26	Fri 5/8/26
24		City/County Review	10 days	Mon 5/11/26	Fri 5/22/26
25		**Task 7 - 100% Design**	**15 days**	**Mon 5/25/26**	**Fri 6/12/26**
26		Update Design Reports, Drawings, Specifications	10 days	Mon 5/25/26	Fri 6/5/26
27		City/County Review	5 days	Mon 6/8/26	Fri 6/12/26
28		**Task 8 - Operation and Maintenance Plan**	**15 days**	**Mon 6/15/26**	**Fri 7/3/26**
29		Operation and Maintenance Plan	10 days	Mon 6/15/26	Fri 6/26/26
30		City/County Review	5 days	Mon 6/29/26	Fri 7/3/26
31		**Task 10 - Hydraulic Analysis**	**125 days**	**Mon 4/21/25**	**Fri 10/10/25**
32		Obtain FEMA Hydraulic Model	40 days	Mon 4/21/25	Fri 6/13/25
33		Duplicate Effective Model	15 days	Mon 6/16/25	Fri 7/4/25
34		Corrected Effective Model	10 days	Mon 7/7/25	Fri 7/18/25
35		Pre-Project Conditions Model	10 days	Mon 7/21/25	Fri 8/1/25
36		Post-Project Conditions Model	10 days	Mon 9/29/25	Fri 10/10/25
37		**Task 11 - Draft CLOMR Application Package**	**55 days**	**Mon 10/13/25**	**Fri 12/26/25**
38		Application Package Preparation	20 days	Mon 10/13/25	Fri 11/7/25
39		City/County Review	15 days	Mon 11/10/25	Fri 11/28/25
40		Address City/County Comment	20 days	Mon 12/1/25	Fri 12/26/25
41		**Task 12 - CLOMR Application Package Submittal to FEMA**	**168 days**	**Fri 12/26/25**	**Wed 8/19/26**
42		Submittal #1 to FEMA	0 days	Fri 12/26/25	Fri 12/26/25
43		FEMA Review #1	90 edays	Fri 12/26/25	Thu 3/26/26
44		Address FEMA Comments #1	20 days	Fri 3/27/26	Thu 4/23/26
45		FEMA Review #2	90 edays	Thu 4/23/26	Wed 7/22/26
46		Address FEMA Comments #2	20 days	Thu 7/23/26	Wed 8/19/26
47		**Permitting**	365 edays	Fri 9/26/25	Sat 9/26/26



Project: Levee and CLOMR Sche
Date: Fri 3/7/25

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GHD INC.

[Fee Proposal]

See following page.

Description		PM	Hydraulic Eng Lead	Hydraulic Eng.	CLOMR - Review	GIS	Levee QA/QC	Levee Design Lead	Levee Desgin Engineer	Site Civil	Admin Support	CADD	Total Hours	Labor Total	Ninyo and Moore	Subs Markup	Total Subs	Estimated Project Total
		$290	$270	$165	$185	$155	$310	$290	$265	$265	$130	$155						
Task1	***Hydraulic Analysis***	***2***	***0***	***0***	***0***	***0***	***2***	***24***	***24***	***0***	***12***	***0***	***64***	***$16,080***	***$45,000***	***$2,250***	***$47,250***	***$63,330***
Subtask 1.1	Site Visit & Geotechnical Support	2	0	0	0	0	2	24	24	0	12	0	64	$16,080	$45,000	$2,250	$47,250	$63,330
Task2	***Draft CLOMR Application for City/County Review***	***2***	***0***	***0***	***0***	***0***	***4***	***24***	***16***	***0***	***12***	***0***	***58***	***$14,580***	***$0***	***$0***	***$0***	***$14,580***
Subtask 2.1	Basis of Design Report	2	0	0	0	0	4	24	16	0	12	0	58	$14,580	$0	$0	$0	$14,580
Task3	***CLOMR Application Package for Submittal to FEMA***	***2***	***0***	***0***	***0***	***0***	***4***	***36***	***64***	***0***	***0***	***0***	***106***	***$29,220***	***$0***	***$0***	***$0***	***$29,220***
Subtask 3.1	Geotechnical Report	2	0	0	0	0	4	36	64	0	0	0	106	$29,220	$0	$0	$0	$29,220
Task4	***Preliminary Design***	***10***	***0***	***0***	***0***	***0***	***13***	***44***	***124***	***0***	***12***	***40***	***243***	***$60,310***	***$0***	***$0***	***$0***	***$60,310***
Subtask 4.1	30% Design	2	0	0	0	0	0	0	0	0	0	0	2	$580	$0	$0	$0	$580
Subtask 4.2	Engineering Analysis	2	0	0	0	0	4	20	60	0	12	0	98	$25,080	$0	$0	$0	$25,080
Subtask 4.3	Develop Layout & Cross-Sections	2	0	0	0	0	4	6	24	0	0	40	76	$16,120	$0	$0	$0	$16,120
Subtask 4.4	Design Documentation Report	2	0	0	0	0	4	12	24	0	0	0	42	$11,660	$0	$0	$0	$11,660
Subtask 4.5	Update Geotechnical Report	2	0	0	0	0	1	6	16	0	0	0	25	$6,870	$0	$0	$0	$6,870
Task5	***60% Design Report, Drawings, and Specifications***	***22***	***0***	***0***	***0***	***0***	***12***	***156***	***200***	***0***	***12***	***360***	***762***	***$165,700***	***$0***	***$0***	***$0***	***$165,700***
Subtask 5.1	60% Design Report, Drawings, and Specifications	12	0	0	0	0	0	0	0	0	0	0	12	$3,480	$0	$0	$0	$3,480
Subtask 5.2	Update Engineering Analysis	2	0	0	0	0	2	80	80	0	12	0	176	$47,160	$0	$0	$0	$47,160
Subtask 5.3	Update Layout & Cross-Sections	2	0	0	0	0	2	16	32	0	0	240	292	$51,520	$0	$0	$0	$51,520
Subtask 5.4	Update Geotechnical Report	2	0	0	0	0	2	12	24	0	0	0	40	$11,040	$0	$0	$0	$11,040
Subtask 5.5	Update Design Documentation Report	2	0	0	0	0	4	16	24	0	0	0	46	$12,820	$0	$0	$0	$12,820
Subtask 5.6	Prepare Specifications	2	0	0	0	0	2	32	40	0	0	120	196	$39,680	$0	$0	$0	$39,680
Task6	***90% Design Report, Drawings, and Specifications***	***2***	***0***	***0***	***0***	***0***	***6***	***32***	***40***	***0***	***12***	***60***	***152***	***$33,180***	***$0***	***$0***	***$0***	***$33,180***
Subtask 6.1	90% Design Report, Drawings, and Specifications	2	0	0	0	0	6	32	40	0	12	60	152	$33,180	$0	$0	$0	$33,180
Task7	***100% Design Report, Drawings, and Specifications***	***2***	***0***	***0***	***0***	***0***	***3***	***10***	***20***	***0***	***12***	***0***	***47***	***$11,270***	***$0***	***$0***	***$0***	***$11,270***
Subtask 7.1	100% Design Report, Drawings, and Specifications	2	0	0	0	0	3	10	20	0	12	0	47	$11,270	$0	$0	$0	$11,270
Task8	***Operation and Maintenance Plan***	***2***	***0***	***0***	***0***	***0***	***4***	***36***	***52***	***0***	***0***	***0***	***94***	***$26,040***	***0***	***0***	***$0***	***$26,040***
Subtask 8.1	Operation and Maintenance Plan	2	0	0	0	0	4	36	52	0	0	0	94	$26,040	$0	$0	$0	$26,040
Task10	***Hydraulic Analysis***	***8***	***18***	***100***	***14***	***0***	***0***	***0***	***0***	***0***	***12***	***0***	***152***	***27830***	***0***	***0***	***$0***	***$27,830***
Subtask 10.1	Duplicate Effective Model	2	4	32	4	0	0	0	0	0	12	0	54	$9,240	$0	$0	$0	$9,240
Subtask 10.2	Corrected Effective Model	2	4	32	4	0	0	0	0	0	0	0	42	$7,680	$0	$0	$0	$7,680
Subtask 10.3	Pre-Project Conditions Model	2	4	12	2	0	0	0	0	0	0	0	20	$4,010	$0	$0	$0	$4,010
Subtask 10.4	Post-Project Conditions Model	2	6	24	4	0	0	0	0	0	0	0	36	$6,900	$0	$0	$0	$6,900
Task11	***CLOMR - Draft Application***	***34***	***22***	***88***	***16***	***64***	***0***	***0***	***0***	***80***	***0***	***0***	***304***	***64400***	***0***	***0***	***$0***	***$64,400***
Subtask 11.1	Hydraulic Analysis Report	2	6	32	4	8	0	0	0	0	0	0	52	$9,460	$0	$0	$0	$9,460
Subtask 11.2	Topographic Work Map	2	4	12	2	24	0	0	0	0	0	0	44	$7,730	$0	$0	$0	$7,730
Subtask 11.3	Annotated Firm	2	4	12	2	24	0	0	0	0	0	0	44	$7,730	$0	$0	$0	$7,730
Subtask 11.4	MT-2 Forms	2	4	16	4	0	0	0	0	0	0	0	26	$5,040	$0	$0	$0	$5,040
Subtask 11.5	Interior Drainage	12	0	0	0	0	0	0	0	40	0	0	52	$14,080	$0	$0	$0	$14,080
Subtask 11.6	Levee Closures	12	0	0	0	0	0	0	0	40	0	0	52	$14,080	$0	$0	$0	$14,080
Subtask 11.7	Address City/County Comments	2	4	16	4	8	0	0	0	0	0	0	34	$6,280	$0	$0	$0	$6,280
Task12	***CLOMR - Final***	***14***	***32***	***52***	***10***	***24***	***4***	***40***	***26***	***0***	***12***	***0***	***214***	***48140***	***0***	***0***	***$0***	***$48,140***
Subtask 12.1	CLOMR Application Package for Submittal to FEMA	10	24	40	8	24	4	40	26	0	12	0	188	$42,470	$0	$0	$0	$42,470
Subtask 12.2	Responses to FEMA Comments	2	4	8	2	0	0	0	0	0	0	0	16	$3,350	$0	$0	$0	$3,350
Subtask 12.3	Coordination Meetings with FEMA	2	4	4	0	0	0	0	0	0	0	0	10	$2,320	$0	$0	$0	$2,320
Task13	***Allowance***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***	***$35,000***
Subtask 13.1	Funding Support	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$10,000
Subtask 13.2	Owners Allowance	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$25,000
	Total Labor Hours	***100***	***72***	***240***	***40***	***88***	***52***	***402***	***566***	***80***	***96***	***460***						
	Estimated Project Total	**$29,000**	**$19,440**	**$39,600**	**$7,400**	**$13,640**	**$16,120**	**$116,580**	**$149,990**	**$21,200**	**$12,480**	**$71,300**	**2196**	**$496,750**	**$45,000**	**$2,250**	**$47,250**	**$579,000**

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.G. PMO - CIP No. 105560 – Rooks Road Bridge at BID; APS Utilities Conflict Resolution
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 1
STAFF LIAISON: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076	
DEPARTMENT: Program Management Office	**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 Letter of Agreement (LOA) between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company ("APS"), an Arizona corporation; authorize the City Manager to execute and deliver said Letter of Agreement for the Utilities Conflict Resolution; and, further, 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 LOA.

SUMMARY

PROJECT DESCRIPTION:
The Buckeye Water Conservation and Drainage District (BWCDD), a/k/a BID, canal bridge construction is the key component required for the construction of Rooks Road. This project requires the coordination and separate design of the APS 69 & 12 KV overhead transmission lines.

BENEFITS:
This scope of work is the one of many required to be completed prior to the construction of Rooks Road between MC85 and Baseline Road.

FUTURE ACTION:
The successful relocation of the APS 69 & 12 KV overhead transmission lines, assisting in the onward construction of Rooks Road between MC85 and Baseline Road.

FINANCIAL IMPACT STATEMENT:
This project is programmed into the Fiscal Year (FY) 2025 CIP No. 105660 Rooks Road Bridge at BID project, with the budget of $10,590,000 (all phases and scopes). The Letter of Agreement (LOA) is in the **estimated** amount of $294,652.51. The requested amount to be allocated for this LOA is in an amount not to exceed $320,000.00 which falls within the allotted budgeted amount for FY25.

CURRENT FISCAL YEAR TOTAL COST:
The requested amount to be allocated for this LOA in the form of a purchase order is in an amount not to exceed $320,000.00 which falls within the allotted budgeted amount for FY25.

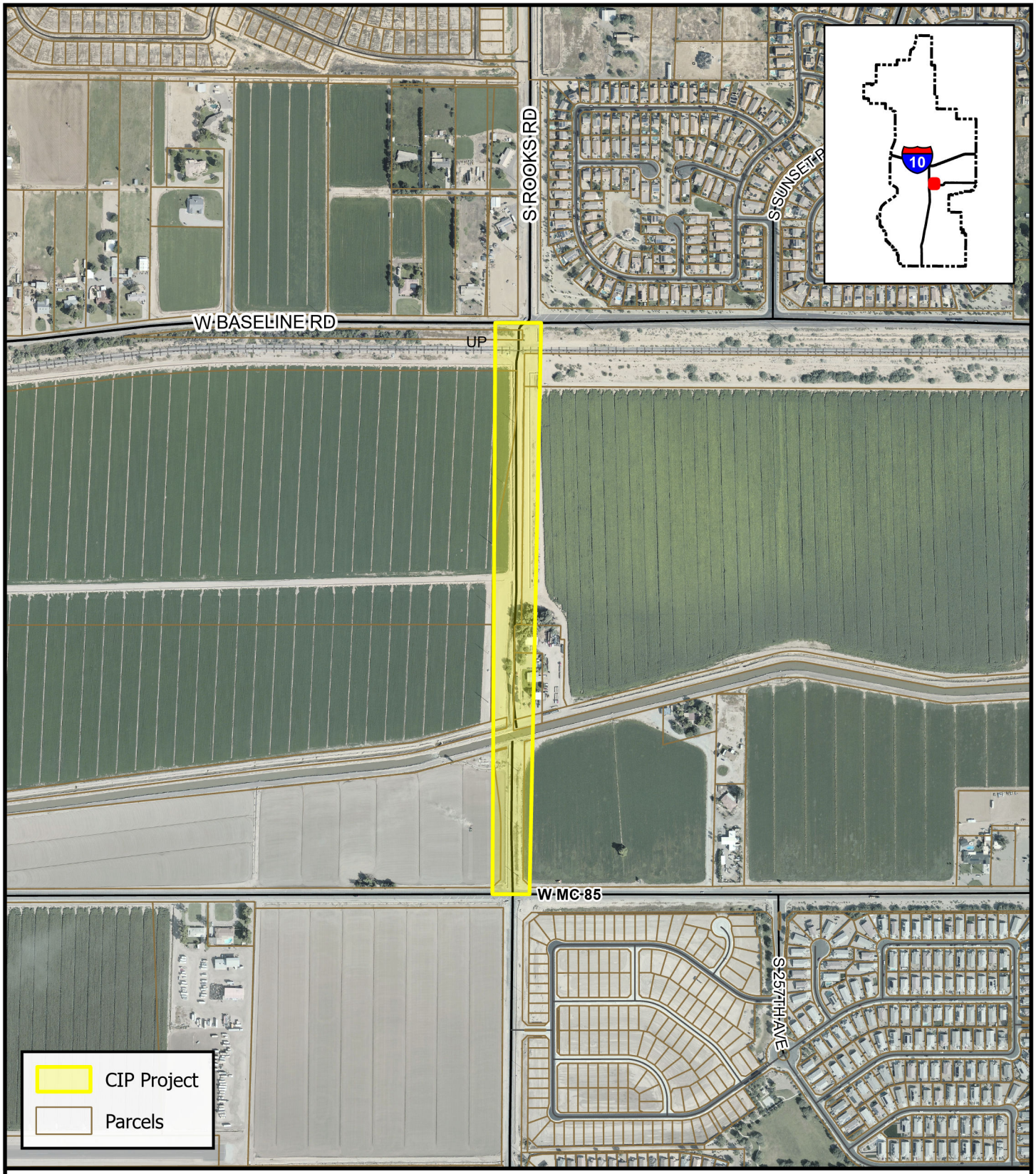
BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:

50213170-543181

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP105660_8x10.pdf
WA814240 LETTER OF AGREEMENT.pdf



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.

CIP 105660 Rooks Road Bridge at BID

0 300 600 1,200 Feet

N

Date: 7/2

Ben Gowers
Ben.Gowers@aps.com
602-809-3611
P.O. Box 53933, Phoenix, AZ 85072-3933, M.S. 3177

March 20th, 2025

Mr. Zwerg,
CIP Project Manager
City of Buckeye
M: 602-558-2076
E: JZwerg@buckeyeaz.gov

RE: Rooks Rd Bridge
Location: Rooks Rd and Buckeye Canal, Buckeye
APS Work Order No: WA814240 Letter of Agreement 69KV / 12KV Conflict Relocation

Dear Mr. Zwerg,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization Number **WA814240** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of Buckeye. The City of Buckeye has asked APS to relocate an existing APS 69KV / 12KV line. Due to land rights in the area, the City is responsible to pay APS 57.14% of the relocation cost, and APS is responsible for the remaining 42.86% of the relocation costs. The location of the APS facilities that are in conflict are located at the intersection of Rooks Rd and Buckeye Canal in Buckeye, Maricopa, Arizona. Anticipated start date of this work is Monday, April 31st, 2025. This agreement is subject to change in the eventuality that any redesign work is required.

The total cost for the removal and replacement of the APS 69KV / 12KV line overhead facilities the City of Buckeye is responsible to pay APS is **$294,562.51**

1) To be provided by the APS

a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.

b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.

c) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet.

d) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.

e) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.

f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.

h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.

2) The City of Buckeye have requested that APS relocate a 69KV line with a 12KV under build in order to make way for a new City bridge crossing the Buckeye Canal.

3) APS contract crews to remove 1-45' wood pole, and 2-65' H3 steel poles, remove 1200' R795X OH conductor, and 405' R2/0 OH conductor. APS Contract crews to temporarily remove 1,150' 3-R002W OH conductor feeding a single family home and re-feed the home with a temporary shoefly from the west. Once construction is complete, APS contract crews will re-feed the home from the south, and remove the temporary shoefly. APS Contract crews to install 2-45' steel pole, 1-50' steel pole, 1-55' H2 steel pole, 1-95' H9 steel pole, and 2-DCA90 steel poles. APS contract crews String 1270' A795V OH conductor, 1500' R002W OH conductor, 405' R2/0 OH conductor, and 1500' R795X OH conductor.

4) The City of Buckeye shall reimburse APS a grand total of **$294,562.51** for the design and construction of the above described relocation project once the APS project work has been completed.

5) The project cost breakdown is as follows:

Labor	$ 69,638.04
Materials	$ 197,418.63
Outside Services	$ 250,520.13
Salvage	$ - 1909.12
Total Project Cost	$ 515,667.67
Total City of Buckeye Cost	**$ 294,652.51**
Total APS Cost	$ 221,015.16

Please review and return a signed copy to me to indicate your approval of the above costs and responsibility. If you have any questions, please call me at 602-809-3611.

APS would like to thank you for your continued cooperation and partnership.

Sincerely,

Ben Gowers
APS Customer Project Representative Senior
Construction Program Management

The City of Buckeye agrees to reimburse APS the amount of $294,652.51 for the relocation of the overhead 69KV / 12KV facilities that are in conflict with the Rooks Rd Bridge Project located at the intersection of Rooks Rd and Buckeye Canal in Buckeye, Maricopa, Arizona. (APS Work Order Number WA814240).

Approved and accepted this_____day of_____, 2024, on behalf of the City of Buckeye

Printed Name: _____

Title: _____

Signature:_____approved _____

The individual executing this Agreement on behalf of the City of Buckeye represents and warrants: (i) that he or she is authorized to do so on behalf of the City of Buckeye; (ii) that he or she has full legal power and authority to bind the City of Buckeye in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.H. PMO - CIP Development and Implementation Services Change Order #3 to Professional Services Agreement (PSA) LJA Engineering Inc.
DATE PREPARED: 04/09/25	**DISTRICT NO.:** City-wide
STAFF LIAISON: James Shano, Program Management Office Director, jshano@buckeyeaz.gov, (623) 349-6965	
DEPARTMENT: Program Management Office	**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. 3 to the Professional Services Agreement (PSA) (Contract No. 2025004) between the City of Buckeye, an Arizona municipal corporation, and LJA Engineering, Inc., a Texas corporation, by adding additional services in the amount of up to $149,700 for a total amount not to exceed $1,050,100, for services related to the development and implementation of the City of Buckeye Capital Improvement Program (CIP); and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The additional scope for LJA Engineering will include the final implementation of the program and overlap with integrating city staff into the operations and management of the new CIP structure.

The CIP has been challenged with meeting its goals to deliver projects on time and within budget. Changes to the current way that projects are conceptualized and delivered are needed. The existing PSA Contract No. (2025004) between the City and LJA Engineering, Inc. to assess the status of the CIP program and recommend needed action for the City of Buckeye was approved earlier in the fiscal year with a contractual end date of June 30, 2025. This request will be the third and final Change Order for the PSA Contract No. (2025004), with the request of additional funds in the amount of $149,700.00.

To date the following Change Orders and requests have been made:

The original Contract Price was not-to-exceed (NTE) $152,000.00.
The amended Contract Price at the time of Change Order #1 was NTE $642,000.00.
The amended Contract Price at the time of Change Order #2 was NTE $900,400.00.
The amended Contract Price after this Change Order #3 is and shall be NTE $1,050,100.00.
The original and current contract end date of June 30, 2025 remains unchanged.

BENEFITS:
The development of an effective CIP project delivery team is essential in the success of the city by providing the needed infrastructure in a way the meets other city's goals. An effective CIP team will also be needed to tackle the Bond projects. It is essential that the new program gets implemented in a seamless manner.

FUTURE ACTION:

N/A

FINANCIAL IMPACT STATEMENT:
Funding for this item is included in the FY2025 adopted budget utilizing contractual funds and salary savings.

Funding for the $149,700.00 will be utilized from Public Safety 10002119-510001 to 10005185-520006. The funding is being utilized from a repurposed position from the previously approved Public Safety Director position that was not filled.

CURRENT FISCAL YEAR TOTAL COST:
The requested amount to be allocated for this PSA Change Order #3 is in the amount of $149,700.00, which is not-to-exceed (NTE) $1,050,100.00.

BUDGETED:
Yes

FISCAL YEAR:
FY2025

FUND/DEPARTMENT:
10002119-510001 to 10005185-520006

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CO No. 3 to PSA No. 2025004 with LJA Engineering.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
LJA ENGINEERING, INC.
Contract No. 2025004

CHANGE ORDER # 3

THIS CHANGE ORDER # 3 (this "Change Order") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City") and LJA Engineering, Inc., a Texas Corporation (the "Consultant"). This Change Order modifies certain sections of Contract No. 2025004 (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 $149,700.00 from $900,400.00 to $1,050,100.00.

2. Scope of Work and Fee Proposal, is amended to incorporate the additional services and fee's set forth in Exhibit A of this Change Order #3

RECITALS:

The City and Consultant entered into Contract No. 2025004 dated April 3, 2024. Pursuant to which Contractor was to provide Program Management Services with a not to exceed amount of $152,000.00

Thereafter, Change Order #1 to change the not-to-exceed amount by $490,000.00 to $642,000.00 was entered into as of June 18, 2024.

Thereafter, Change Order #2 to change the not-to-exceed amount by $258,400.00 to $900,400.00 was entered into as of December 17, 2024.

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.

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

_____
David Roderique, Interim City Manager

CONSULTANT:

LJA Engineering, Inc
a Texas Corporation

By: _____

Its: Senior Vice President

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
_____
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

(REV. 12.9.2024)

Exhibit A

Scope of Work

BETWEEN

THE CITY OF BUCKEYE

AND

LJA ENGINEERING, INC.

(REV. 12.9.2024)

480.571.6150
www.LJA.com
426 N. 44th Street, Suite 300, Phoenix, Arizona 85008

March 24, 2025 **CHANGE ORDER 3**

Mr. Jim Shano, PE
Program Management Office Director
City of Buckeye
530 E Monroe Ave.
Buckeye, Arizona 85326

Re: CIP Development, Implementation, and Project Management Services
City of Buckeye
LJA Project No. AZ3450-1206
LJA Proposal No. 24-28653 CO3

Dear Mr. Shano,

LJA Engineering, Inc. (LJA) is pleased to submit this Scope of Work (SOW) to provide a Change Order to Capital Improvement Program (CIP) Development, Implementation, and Project Management Services to include future planning, operations, and transition assistance for the City of Buckeye (COB). We propose the following services and corresponding fees in accordance with the Professional Services Agreement (PSA) between the City of Buckeye and LJA Engineering, Inc., dated April 3, 2024.

SCOPE OF WORK

715 – Municipality Consultation

Project and Program Management: LJA will provide the following project management consultation services:

1. 40 hours per week of on-site project management, with duties performed at the COB offices or the job site.
2. 40 hours a week of non-remote program management services duties at the COB offices or job site primarily focused on scope updates and starting project management for FY26 and Bond projects.
3. The duration of the project management services is two (2) months.
4. Perform project management services in accordance with project management best practices.
5. Manage project scope, schedule, and budget for all projects assigned across planning, design, construction, and post-construction stages as applicable.
6. Perform communication and project reporting as required.
7. Schedule project milestones via Primavera software or similar tools and maintain a master schedule.

8. Manage program-level cost estimates to maintain project budgets throughout the lifecycle.
9. Communicate with the project owner and all stakeholders at least bi-weekly.
10. Review change orders, material substitution requests, scope, and schedule adjustments.
11. Document record drawings and other applicable project closeout tasks.
12. Report directly to CIP Interim Manager.

Planning: LJA will continue to refine the planning principles to deliver a ready-to-execute year CIP:

- Work with the City Manager's Office (CMO) to create a prioritized project list for City Manager approval.
- In conjunction with the Finance Department, develop financing strategies for funding the 5-year CIP.

Operations: LJA will operate the CIP as the Program Management Office (PMO) Deputy Director:

- Implement structural updates to the CIP process.
- Ensure projects are executed within scope, schedule, and budget.

Z99 – Reimbursables

Miscellaneous reimbursable expenses, such as courier, reproduction, mileage, etc. will be provided for this project on a Time and Material (T&M) basis as authorized by the Client. The estimated reimbursable expenses are shown in the Compensation Summary.

COMPENSATION SCHEDULE

We propose to provide the scope of work described above on a Fixed Fee (FF) basis. We will provide a Project Manager at 100%-time allocation, and Program Manager at 100%-time allocation.

Phase	Description	Fee Basis	Fee
715	Municipal Consulting	FF	$146,100
Z99	Reimbursable Expenses	T&M	$3,000
	TOTAL:		**$149,700**

Schedule: This scope of work is to be performed through June 30, 2025. LJA anticipates a monthly billing of approximately $75,000.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call Mr. Riley Quinlan at 650.704.0541 or Mr. Clay Rumbaoa at 808.436.0024.

Sincerely,

By: _____
Riley Quinlan, PE
Senior Project Manager

By: _____
Clay Rumbaoa, PE
Vice President – Phoenix Region

RQ/CR/jc

PROPOSAL ACCEPTED BY:
CITY OF BUCKEYE

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.I. PW - Rubcorp Distribution LLC, a Delaware limited liability company - contract dispute regarding pool decking at Aquatic Center
DATE PREPARED: 04/09/25	**DISTRICT NO.:**
STAFF LIAISON: Amy Murray, Public Works Deputy 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 to ratify and approve a complaint for breach of contract and related legal claims, filed on behalf of the City of Buckeye on March 27, 2025, styled as *City of Buckeye, a municipal corporation, Plaintiff, vs. Rubcorp Distribution LLC, a Delaware limited liability company, et al.*, *Defendants*, Case No. CV2025-011076, Maricopa County Superior Court.

SUMMARY

PROJECT DESCRIPTION:
Complaint against Rubcorp for breach of contract and related legal claims in connection with recovery of money damages.

On December 21, 2021, City Council approved a procurement pursuant to Rubcorp Distribution's Quotation and Terms and Conditions dated 08/25/2021 (contract), for the installation of a new pool deck at the Buckeye Aquatic Center, 207 North 9th Street. In or near February 2022, Rubcorp Distribution (Rubcorp) installed a rubber decking product known as Rubcorp Destinations Line Premium rubber surfacing, with a topcoat application known as RC-11 Protective Coating (the rubber decking). The rubber decking subsequently started deteriorating. The City notified Rubcorp. Rubcorp's actions and/or inactions failed to resolve the problems with the rubber decking, resulting the filing of the Complaint against Rubcorp and its officers Brian Field and Jonathan Martin, who performed work at the Aquatic Center but were not licensed contractors.

The Rubcorp rubber decking has been removed and is being replaced with spray acrylic/cementitious acrylic material texture. See Agenda Item #4.O approved by Council on February 18, 2025.

BENEFITS:
Resolution of a legal dispute through the Court process.

FUTURE ACTION:
Service of Complaint upon Defendants and attempt to resolve contract dispute.

FINANCIAL IMPACT STATEMENT:
N/A. No legal costs have been incurred to date. Superior Court filing fees are waived for governmental entities.

CURRENT FISCAL YEAR TOTAL COST:
No legal costs have been incurred to date. Superior Court filing fees are waived for governmental entities.

BUDGETED:
No

FISCAL YEAR:
2024/2025 and 2025/2026

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

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.J. CC - Liquor License Application for Circle K Store #9567 (Series 009 Liquor Store)
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 2
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request for a new Series 009 Liquor Store Liquor License (Application No. 331318) for Circle K Store #9567, located at 215 East MC Highway 85 in Buckeye.

SUMMARY

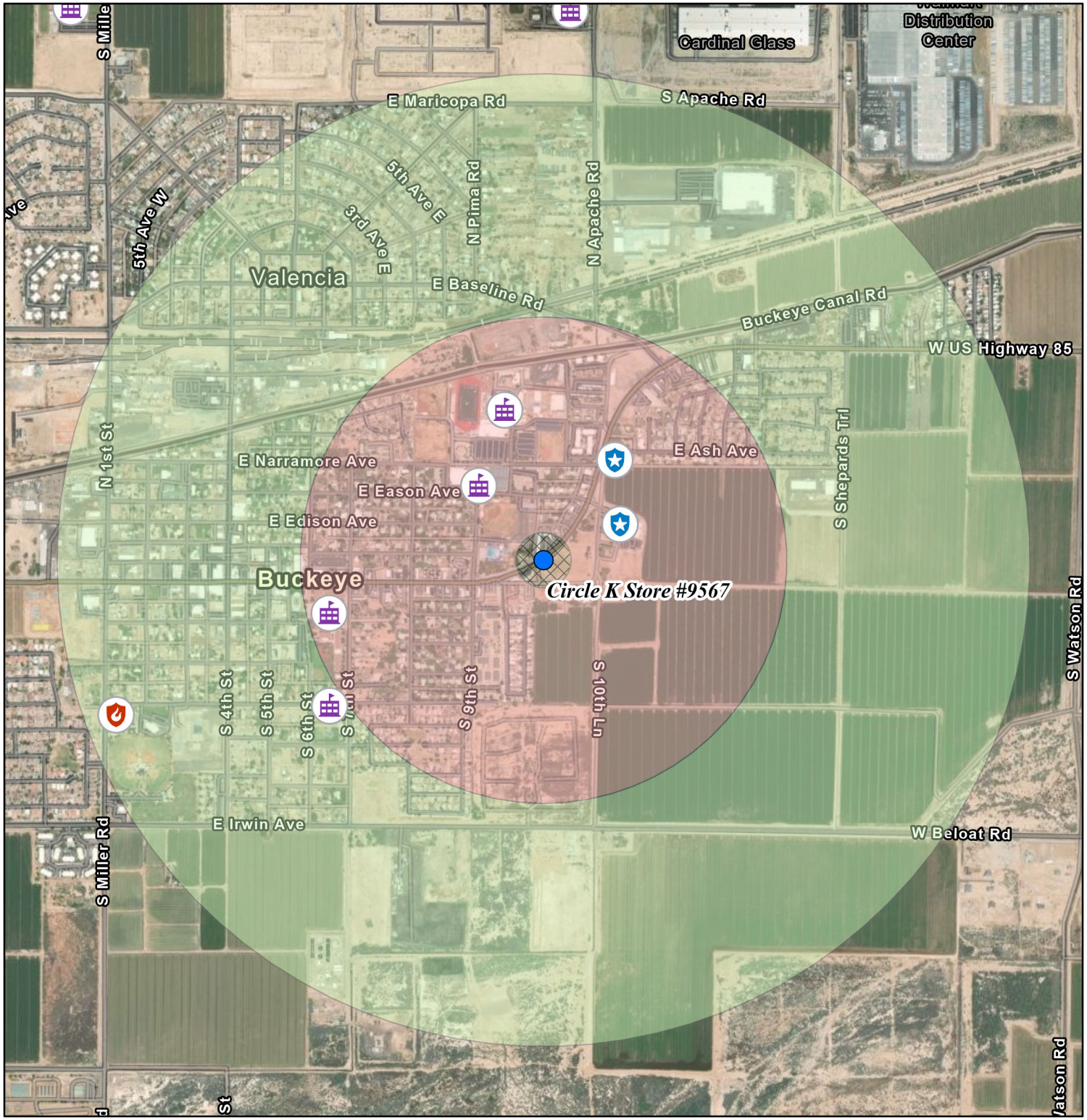
PROJECT DESCRIPTION:
Circle K Store #9567 is requesting approval for a Series 009 Liquor Store Liquor License Application for their business located at 215 E. MC Highway 85 in Buckeye. A Series 009 Liquor License allows businesses, like liquor stores, to sell beer, wine, and spirits in sealed containers for off-premises consumption (but no on-premises consumption). The application and public notice were legally posted and the application has been reviewed and approved by required departments. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda.

BENEFITS:
The city will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:
After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

FINANCIAL IMPACT STATEMENT:
The city will continue to collect sales tax and revenue from liquor sales.

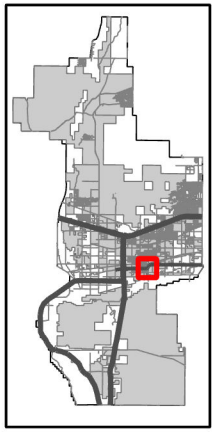
Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
GIS- Circle K #9567.pdf
CIRCLE K REDACTED APPLICATION.pdf



City of Buckeye Business Licensing

Series: 009 Liquor Store
Name: Circle K Store #9567
Address: 215 E. MC Highway 85, Buckeye, AZ 85326
AZ License App # 331318

- Circle K Store #9567
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



0 0.1 0.2 0.4 Miles

BUCKEYE, AZ

The data depicted hereon are for reference purposes only. The City of Buckeye does not warrant the accuracy or integrity of the information for any particular use.

Received in the Buckeye City Clerk's office March 07, 2025 at 12:06 p.m.

State of Arizona
Department of Liquor Licenses and Control

Created 03/07/2025 @ 11:38:20 AM

Local Governing Body Report

LICENSE

Number:	09070208	Type:	009 LIQUOR STORE
Name:	CIRCLE K STORE #9567		
State:	Pending		
Issue Date:		Expiration Date:	12/31/2025
Original Issue Date:	06/21/1984		
Location:	215 E MC HIGHWAY 85 BUCKEYE, AZ 85326 USA		
Mailing Address:	[redacted] PHOENIX, AZ 85072-2085 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

Currently, this license has pending applications.

AGENT

Name:	MARIA DANIELLE BURGESS
Gender:	Female
Correspondence Address:	[redacted] PHOENIX, AZ 85072-2085 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

60th Day: 5/6/25

105th Day: 6/20/25

Name: CIRCLE K STORES INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: F00065980 State of Incorporation: AZ
Incorporation Date: 04/08/1957
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

Officers / Stockholders

Name:	Title:	% Interest:
CIRCLE K DELAWARE INC	Stockholder	100.00
MARIA DANIELLE BURGESS	Asst. Secretary	
KATHLEEN K CUNNINGTON	President,Sec, Treas, Director	
MORTEN MICHAEL JENSEN	VP	

CIRCLE K CORPORATION - Stockholder

Name: COUCHE TARD US INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

ALIMENTATION COUCHE TARD INC - Senior Vice President
DEPAN ESCOMPTE COUCHE TARD INC - VP
COUCHE TARD INC - VP
MACS CONVENIENCE STORES INC - VP
COUCHE TARD US INC - Pres/SEC
CIRCLE K CORPORATION - Pres/SEC
CIRCLE K DELAWARE INC - Pres/SEC
CIRCLE K STORES INC - President,Sec, Treas, Director

Name: KATHLEEN K CUNNINGTON
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

COUCHE TARD INC - Stockholder

Name: DEPAN ESCOMPTE COUCHE TARD INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIRCLE K STORES INC - Asst. Secretary

Name: MARIA DANIELLE BURGESS
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MACS CONVENIENCE STORES INC - Stockholder

Name: COUCHE TARD INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIRCLE K DELAWARE INC - Stockholder

Name: CIRCLE K CORPORATION
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

COUCHE TARD US INC - Stockholder

Name: MACS CONVENIENCE STORES INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CIRCLE K STORES INC - VP

Name: MORTEN MICHAEL JENSEN
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

DEPAN ESCOMPTE COUCHE TARD INC - Stockholder

Name: ALIMENTATION COUCHE TARD INC
Contact Name: MARIA DANIELLE BURGESS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
PHOENIX, AZ 85072
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: JANET KAY MEZA
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85072-2085
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 331318
Application Type: Location Transfer
Created Date: 02/03/2025

QUESTIONS & ANSWERS

009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
No

4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
970 Feet
Buckeye Union High School
100 E Narramore Ave
Buckeye, Az 85326

13) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner

14) Is there a penalty if lease is not fulfilled?
No

15) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
N/A

16) Is there a drive through window on the premises?
No

17) If there is a patio please indicate contiguous or non-contiguous within 30 feet
N/A

18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
11/20/2025

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Scan_from_WARLM0402-03-2025-102257.pdf	02/03/2025
ORGANIZATIONAL DOCUMENTS	Scan_from_WARLM0402-03-2025-102315 (1).pdf	02/03/2025
QUESTIONNAIRE	Scan_from_WARLM0402-03-2025-102332 (1).pdf	02/03/2025

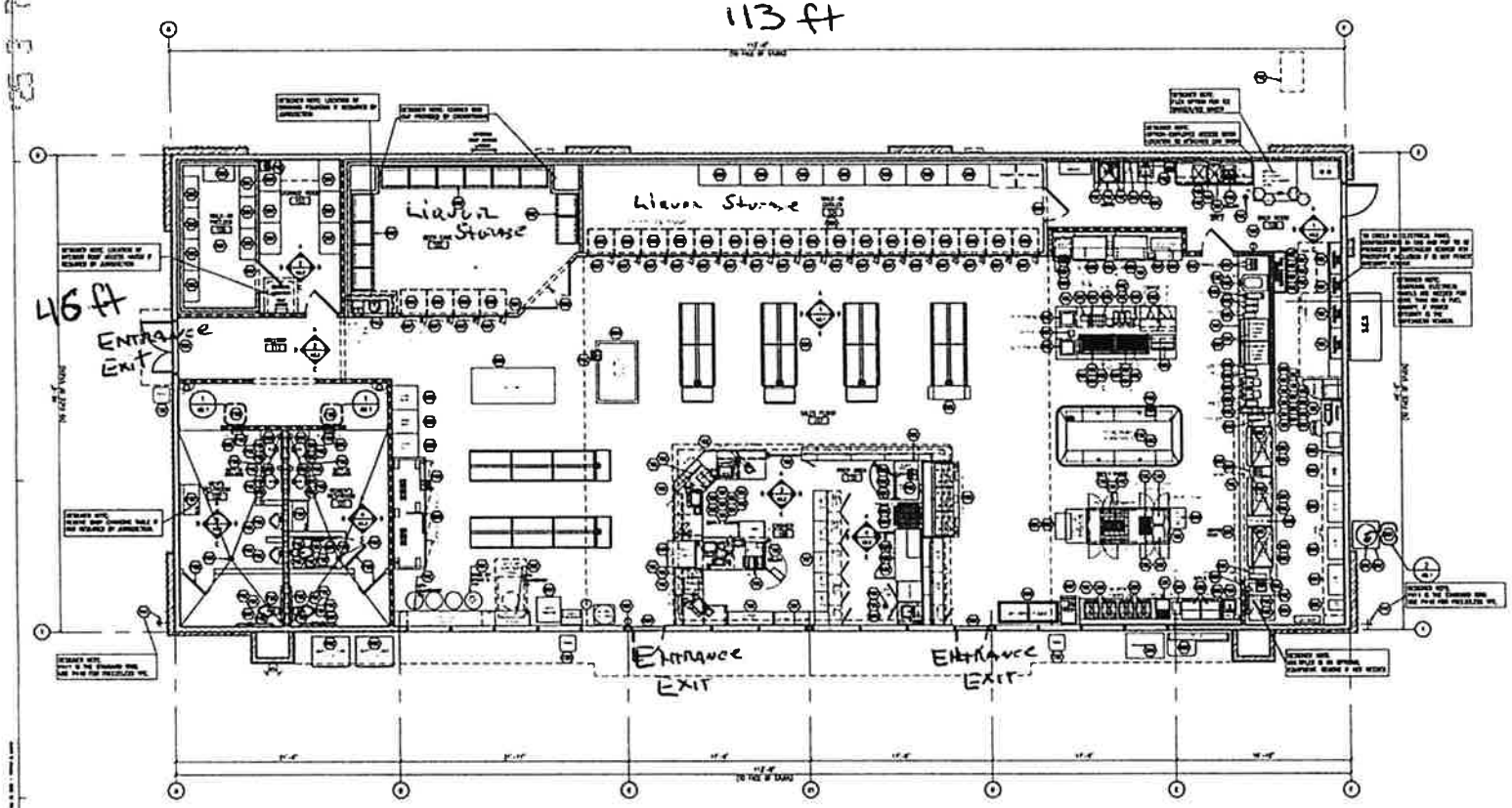
QUESTIONNAIRE	Scan_from_WARLM0402-03-2025-102357 (1).pdf	02/03/2025
QUESTIONNAIRE	Scan_from_WARLM0402-03-2025-102412.pdf	02/03/2025
QUESTIONNAIRE	Scan_from_WARLM0402-03-2025-102427.pdf	02/03/2025

Circle K Store # 9567

5,198 sq ft

113 ft

46 ft



1 EQUIPMENT PLAN

SCALE: 3/16" = 1'-0"

GENERAL NOTES

1. SEE SHEET A1.2 FOR EQUIPMENT KEY
2. EQUIPMENT SYMBOL
3. VERIFY EQUIPMENT LAYOUT WITH CIRCLE K
4. SEE SHEETS A2.1, A2.2, AND A2.3 FOR INTERIOR ELEVATIONS

ROOM REFERENCE ORIENTATION

A-REAR
D-LEFT RM B-RIGHT
C-FRONT

PROFESSIONAL SEAL

PROJECT NAME
CIRCLE K STORES INC.
5200 WOOD

CITY
US STATE

ADDRESS_LINE_1
ADDRESS_LINE_2
ADDRESS_LINE_3

CIRCLE K STORES INC.

EQUIPMENT PLAN

SHEET NUMBER
A1.4

'25 3 7 Liq. Dept AM11:54

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	331318
Date Accepted:	2/3/25
CSR:	RH

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

fp current 10/11/24

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Burgess (Last) Maria (First) Danielle (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01 / 01 / 1989
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070208
2. Business Name (doing business as): Circle K Store #9567
3. Business Address: 215 E MC Highway 85, Buckeye AZ 85326

'25 3 7 Liq. Dept AM1154

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Janet Meza

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☑ No ☐
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Maria Danielle Burgess **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: MDanielle Burg **Date:** 11-16-2024

Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 1: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

QUESTION 3: Entity response for Circle K Stores Inc.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

Signature: M Danielle Burg
Maria Danielle Burgess - Agent/Assistant Secretary

2024 AZ LIQUOR VIOLATIONS 2024

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2023 AZ LIQUOR VIOLATIONS 2023

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	4	0	0	0	4

$2,758.00 count= 4

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
1-Feb	10070317	1795	3110	Phoenix	$1,500.00	1	2/1/2023	AZDOL	na	na	Sale to Minor - Alcohol	na
25-Jul	0904009	423	3140	Globe	N/A	1	3/23/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
26-Oct	0904012	689	3140	Globe	$1,258.00	1	5/15/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
4-Nov	10074921	6647	3130	Phoenix	N/A	1	11/4/2023	AZDOL	na	na	Sale to Minor - Alcohol	na

2022 AZ LIQUOR VIOLATIONS 2022

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,500.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
20-May	09070138	1950	3116	Phoenix	$1,500.00	1	5/20/2022	AZDOL	na	na	Sell to minor	Valerie Valenzula

2021 AZ LIQUOR VIOLATIONS 2021

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
28-Jul	09070189	5024	3138	Phoenix	$750.00	1	7/28/2021	AZDOL	na	na	Sell, offer to see, use drugs on premise	na

2020 AZ LIQUOR VIOLATIONS 2020

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

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19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

2018 AZ LIQUOR VIOLATIONS 2018

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,000.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3136	Chandler	$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sell to minor	Seth Owens

2017 AZ LIQUOR VIOLATIONS 2017

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aslon

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Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	331315
Date Accepted:	2/3/25
CSR:	NL

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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fp current 10/20/23

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Jensen (Last) Morten (First) Michael (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 01 / 2021
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070208
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Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Janet Meza

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☑ No ☐

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   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Morten Michael Jensen **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 11/15/2024

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Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 1: Entity response for Circle K Stores Inc.
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Mac's
Couche-Tard
Statoil
Ingo

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Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

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Signature: _____
Morten Michael Jensen - Vice President

2024 AZ LIQUOR VIOLATIONS 2024

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2023 AZ LIQUOR VIOLATIONS 2023

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	4	0	0	0	4

$2,758.00 count= 4

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1-Feb	10070317	1795	3110	Phoenix	$1,500.00	1	2/1/2023	AZDOL	na	na	Sale to Minor - Alcohol	na
25-Jul	0904009	423	3140	Globe	N/A	1	3/23/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
26-Oct	0904012	689	3140	Globe	$1,258.00	1	5/15/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
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2022 AZ LIQUOR VIOLATIONS 2022

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,500.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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2021 AZ LIQUOR VIOLATIONS 2021

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
28-Jul	09070189	5024	3138	Phoenix	$750.00	1	7/28/2021	AZDOL	na	na	Sell, offer to see, use drugs on premise	na

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Violations:	Dismissed	1st	2nd	3rd	4th	Total
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$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

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Violations:	Dismissed	1st	2nd	3rd	4th	Total
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MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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06-17	10071118	8596	3147	Peona	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston

'25 3 7 Liqr. Dept AM11:54

WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
CIRCLE K STORES INC.

The undersigned, being all the directors of Circle K Stores Inc., a Texas Corporation (the "**Corporation**"), in lieu of a meeting hereby consents to the following resolutions and the actions contemplated therein, and directs that this written consent be inserted into the proceedings of the Corporation:

SIGNING AUTHORITY OF MORTEN JENSEN

RESOLVED, Morten Jensen shall have the authority to sign on behalf of the Corporation as its "**Authorized Representative**" any and all checks, drafts or other orders for payment, all contracts, leases, licenses, deeds, mortgages and other agreements, and all other certificates, instruments or other documents of any kind, in each case to the same extent as though he were a duly authorized Vice President of the Corporation, unless otherwise directed in a particular case by the sole Shareholder or as otherwise required by any law applicable to the particular document in question.

This consent may be executed in counterparts, all of which shall be deemed to be part of one and the same original instrument.

Dated as of September 30th, 2021.

KATHY CUNNINGTON

DARRELL DAVIS

'25 3 7 Liqr. Dept AM11:54

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	331319
Date Accepted:	2/3/25
CSR:	RH

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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fp current 10/11/24

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Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Cunnington (Kerr) (Last) Kathleen (First) K (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 05 / 01 / 2011
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

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'25 3 7 Liq. Dept AM11:54

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Name of persons who will be handling the day to day operations: Janet Meza

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2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
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   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Kathleen K Cunnington **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Kathleen K. Cunnington **Date:** 11/15/2024

'25 3 7 Liqr. Dept AM11:54

Questionnaire Supplementary for AZ Dept of Liquor License & Control
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Interest is limited to employee/officer relationship.

Signature: Kathleen K Cunn
Kathleen K Cunnington - Vice President/Treasurer

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Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2023 AZ LIQUOR VIOLATIONS 2023

Violations:	Dismissed	1st	2nd	3rd	4th	Total
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$2,758.00 count= 4

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
1-Feb	10070317	1795	3110	Phoenix	$1,500.00	1	2/1/2023	AZDOL	na	na	Sale to Minor - Alcohol	na
25-Jul	0904009	423	3140	Globe	N/A	1	3/23/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
26-Oct	0904012	689	3140	Globe	$1,258.00	1	5/15/2023	AZDOL	na	na	Sale to Intoxicated or Disorderly Person	na
4-Nov	10074921	6647	3130	Phoenix	N/A	1	11/4/2023	AZDOL	na	na	Sale to Minor - Alcohol	na

2022 AZ LIQUOR VIOLATIONS 2022

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,500.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
20-May	09070138	1950	3116	Phoenix	$1,500.00	1	5/20/2022	AZDOL	na	na	Sell to minor	Valene Valenzula

2021 AZ LIQUOR VIOLATIONS 2021

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
28-Jul	09070189	5024	3138	Phoenix	$750.00	1	7/28/2021	AZDOL	na	na	Sell, offer to see, use drugs on premise	na

2020 AZ LIQUOR VIOLATIONS 2020

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
19-Oct	9100071	1946	3183	Tucson	$750.00	1	10/23/2019	AZDOL	na	na	Act of violence on premises	na

2018 AZ LIQUOR VIOLATIONS 2018

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,000.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
05-18	10076725	3490	3138	Chandler	$1,000.00	1st	5/13/2018	AZ DPS	na	NO	Sell to minor	Seth Owens

2017 AZ LIQUOR VIOLATIONS 2017

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston

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Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	331314
Date Accepted:	2/3/25
CSR:	RH

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

ff current 10/11/24

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Meza (Last) Janet (First) Kay (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 01 / 1972
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070208
2. Business Name (doing business as): Circle K Store #9567
3. Business Address: 215 E MC Highway 85, Buckeye AZ 85326

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SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Janet Meza

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☑ No ☐
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) Janet Kay Meza **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Janet K Meza **Date:** 11-15-2024

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Questionnaire Supplementary for AZ Dept of Liquor License & Control
Entity Responses - Circle K Stores Inc

QUESTION 1: Entity response for Circle K Stores Inc.
Circle K Stores Inc Interest in any other alcoholic beverage business:

Alimentation Couche-Tard Inc is a publicly traded company and has several subsidiary's which operate approximately 10,200 retail convenience markets in the United States, Canada, and Europe under the following names.

Circle K
Kangaroo Express
Mac's
Couche-Tard
Statoil
Ingo

Most of these sites have alcohol.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

QUESTION 3: Entity response for Circle K Stores Inc.

License applications denied - It is the company's policy to secure alcohol licenses prior to constructing/acquiring sites. If an agency recommends denial of a license application for just cause (close to school, church, high crime area, etc), the application is usually withdrawn and the site is not purchased.

Licenses suspended/fined - The company trains its employees on the techniques of alcohol management. Periodically an employee of ours may incur a violation related to alcohol. Some jurisdictions will only issue a citation to the employee, therefore it is difficult to obtain knowledge of these violations. When the company is also issued a citation, the company may be fined a dollar amount or the store is required to suspend sales for a period of time. A report of citations can be created by request for those citations where the company was fined.

Licenses revoked - To the best of our knowledge there has been no alcohol license revoked.

Circle K Stores Inc operates approximately 3,600 stores in 27 states.

Interest is limited to employee/officer relationship.

Signature: Janet K Meza
Janet Kay Meza

2024 AZ LIQUOR VIOLATIONS 2024

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2023 AZ LIQUOR VIOLATIONS 2023

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	4	0	0	0	4

$2,758.00 count= 4

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
1-Feb	10070317	1795	3110	Phoenix	$1,500.00	1	2/1/2023	AZDOL	na	na	Sale to Minor - Alcohol	na
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4-Nov	10074921	6647	3130	Phoenix	N/A	1	11/4/2023	AZDOL	na	na	Sale to Minor - Alcohol	na

2022 AZ LIQUOR VIOLATIONS 2022

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	1	0	0	0	1

$1,500.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
20-May	09070138	1950	3116	Phoenix	$1,500.00	1	5/20/2022	AZDOL	na	na	Sell to minor	Valene Valenzula

2021 AZ LIQUOR VIOLATIONS 2021

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
28-Jul	09070189	5024	3138	Phoenix	$750.00	1	7/28/2021	AZDOL	na	na	Sell, offer to see, use drugs on premise	na

2020 AZ LIQUOR VIOLATIONS 2020

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$0.00 count= 0

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE

2019 AZ LIQUOR VIOLATIONS 2019

Violations:	Dismissed	1st	2nd	3rd	4th	Total
Number of:	0	0	0	0	0	0

$750.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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Violations:	Dismissed	1st	2nd	3rd	4th	Total
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$1,000.00 count= 1

MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
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Violations:	Dismissed	1st	2nd	3rd	4th	Total
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MTH	LICENSE-NO.	STORE	ZONE	CITY	AMT	1st,2nd...4th	V-DATE	AGENCY	CUB	ASK-ID	VIOLATION	EMPLOYEE
06-17	10071118	8596	3147	Peoria	$750.00	1st	6/8/2017	AZ DOL	Yes	NO	Sold to minor	Joseph Aston

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Certificate (#[redacted])

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ■ Off-sale
- ☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Janet K Meza
Full Name (please print)

Janet K Meza
Signature

10/19/2022
Training Completion Date

10/19/2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Circle K Stores, Inc.
Company Name

[redacted]
Mailing Address

[redacted]
Daytime Contact Phone Number

I, Brian Fitzpatrick, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

19 Day / 10 Mo / 2022 Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

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Certificate (#_____)

Certificate of Completion For Title 4 **MANAGEMENT** Liquor Law Training

- ☐ On-sale
- ■ Off-sale
- ☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Janet K Meza
Full Name (please print)

Janet K Meza
Signature

10 /19 /2022
Training Completion Date

10 / 19 /2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Circle K Stores, Inc.
Company Name

[redacted]
Mailing Address

[redacted]
Daytime Contact Phone Number

I, Brian Fitzpatrick, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

19 / 10 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 4.K. CC - Approval of Minutes
DATE PREPARED: 04/09/25	**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 March 18, 2025 Regular Council Meeting Minutes and March 21, 2025 Special Council Meeting and Council Executive Session Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the March 18, 2025 Regular Council Meeting Minutes and March 21, 2025 Special Council Meeting and Council Executive Session Minutes.

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

FINANCIAL IMPACT STATEMENT:
No Financial Impact

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
03.18.2025 Regular Council Meeting Minutes.pdf
03.21.2025 Special Council Meeting and Council Executive Session Minutes.pdf

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MARCH 18, 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.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Mayor Orsborn led the invocation; Vice Mayor Heustis led the Pledge of Allegiance.

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

Members Absent: Councilmember Berry.

Departments Present: Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Chief Human Resources Officer Cindy Camarata, Community Services Director Miranda Gomez, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Project Management Office Director James Shano, Aviation Director Scott Gray, Fire Chief Jake Rhoades, Acting Engineering Director John Willett, and Interim Public Works Director Amy Murray.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

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

***4.A Council to take action on the City of Buckeye City Council Strategic Plan 2025-2028.**
Staff Liaison: Dan Cotterman, City Manager

Council approved the City of Buckeye City Council Strategic Plan 2025-2028.

*4.B **Council to take action on Resolution No. 09-25 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Depository Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving a Preliminary Official Statement; approving the sale, execution and delivery of not to exceed $46,580,000 of City Excise Tax Revenue Refunding Obligations, ("2025 Refunding Obligations") evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; authorizing the redemption in advance of maturity of certain outstanding obligations; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying all actions taken or to be taken to further this Resolution.**
Staff Liaison: William Kauppi, Chief Financial Officer

Council adopted Resolution No. 09-25 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Depository Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving a Preliminary Official Statement; approving the sale, execution and delivery of not to exceed $46,580,000 of City Excise Tax Revenue Refunding Obligations, ("2025 Refunding Obligations") evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; authorizing the redemption in advance of maturity of certain outstanding obligations; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying all actions taken or to be taken to further this Resolution.

*4.C **Council to take action on the submission of a $500,000 US Department of Transportation - Promoting Resilient Operations for Transformative Efficient Cost-Saving Transportation Grant Application for flood mitigation planning and design at the Yuma Road and Verrado Way intersection, with no local-match requirement; authorize the City Manager and the Grant Program Manager to submit the same; 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 submission of the Grant Application.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $500,000 US Department of Transportation - Promoting Resilient Operations for Transformative Efficient Cost-Saving Transportation Grant Application for flood mitigation planning and design at the Yuma Road and Verrado Way intersection, with no local-match requirement; authorize the City Manager and the Grant Program Manager to submit the same; 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 submission of the Grant Application.

*4.D **Council to take action on the submission of a $400,000 Arizona Department of Homeland Security - Urban Area Security Initiative Grant Application for Remote Devices as First Responders.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $400,000 Arizona Department of Homeland Security - Urban Area Security Initiative Grant Application for Remote Devices as First Responders.

*4.E **Council to take action on Ordinance No. 09-25 authorizing and directing the City Manager, City Attorney, and City Staff to take any and all action necessary to acquire fee**

title, or a lesser interest in, including but not limited to easements for airport approach protection, utility undertakings, drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, and/or by exercise of the power of eminent domain for an amount not to exceed the fair market value of such property plus acquisition and closing costs; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; such real property bearing Maricopa County Assessor's Parcel Numbers 504-15-030D, 504-15-029J and 504-15-029K, situated in Section 8, Township 1 North, Range 4 West, Gila and Salt River Base And Meridian, Maricopa County, Arizona; and declaring an emergency.
Staff Liaison: Scott Gray, Aviation Director

Council adopted Ordinance No. 09-25 authorizing and directing the City Manager, City Attorney, and City Staff to take any and all action necessary to acquire fee title, or a lesser interest in, including but not limited to easements for airport approach protection, utility undertakings, drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, and/or by exercise of the power of eminent domain for an amount not to exceed the fair market value of such property plus acquisition and closing costs; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; such real property bearing Maricopa County Assessor's Parcel Numbers 504-15-030D, 504-15-029J and 504-15-029K, situated in Section 8, Township 1 North, Range 4 West, Gila and Salt River Base And Meridian, Maricopa County, Arizona; and declaring an emergency.

***4.F Council to take action on a final plat titled "Sun City Festival - Parcel AA1 - Phase 1" located at the northwest corner of Sun Valley Parkway and Desert Oasis Boulevard.**
Staff Liaison: Jennifer Roseman, Planner II

Council approved a final plat titled "Sun City Festival - Parcel AA1 - Phase 1" located at the northwest corner of Sun Valley Parkway and Desert Oasis Boulevard.

***4.G Council to take action on a final plat titled "Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1" located approximately 0.37 miles south of the intersection at Beardsley Parkway and Desert Vista Boulevard.**
Staff Liaison: Jennifer Roseman, Planner II

Council approved a final plat titled "Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1" located approximately 0.37 miles south of the intersection at Beardsley Parkway and Desert Vista Boulevard.

***4.H Council to take action on the request for a new Series 007 Beer and Wine Bar Liquor License (Application No. 329364) for Verra Nail Bar, located at 19580 West Indian School Road in Buckeye.**
Staff Liaison: Lucinda Aja, City Clerk

Council approved the request for a new Series 007 Beer and Wine Bar Liquor License (Application No. 329364) for Verra Nail Bar, located at 19580 West Indian School Road in Buckeye.

***4.I Council to take action on the February 4, 2025 Special Council Meeting and Council Executive Session Minutes and February 4, 2025 Council Workshop Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the February 4, 2025 Special Council Meeting and Council Executive Session Minutes and February 4, 2025 Council Workshop Minutes.

5. Continued / Tabled Public Hearings

5.A No action was taken on this item. The item and the accompanying public hearing are continued to the April 1, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 05-24 approving a Major Amendment to the Floreo at Teravalis Community Master Plan (CMP), revising permitted land uses, development standards, design requirements and processes applicable to the subject property to facilitate development of the entirety of the site, subject to conditions (a) through (bb).
Staff Liaison: Sean Banda, Senior Planner

5.B No action was taken on this item. The item and the accompanying public hearing are continued to the April 1, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 04-25 declaring as a public record that certain document on file with the City Clerk entitled the Community Master Plan and Planned Area Development Modified Provisions; adopting the same by reference; amending Chapter 7, Development Code, Article 5, Development and Design Standards and Guidelines as set forth in the Community Master Plan and Planned Area Development Modified Provisions; providing for repeal of conflicting ordinances and provisions; and providing for severability.
Staff Liaison: Mandy Woods, Senior Planner

6. Public Hearings and Non-Consent - New Business

6.A Council to hold a public hearing only related to the annexation of one parcel of land totaling approximately 5 acres located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects

Ms. Marquez presented an overview of the proposed annexation; vicinity maps were displayed. The proposed annexation involves a five-acre undeveloped parcel located near downtown Buckeye, south of East Broadway Road between 1st and 10th Street. Currently under Maricopa County ru-43 zoning, the applicant is seeking annexation into the limits. The annexation will allow city-level regulations and services to apply. The property will be rezoned to residential 43, which is compatible with County zoning, the annexation aligns with the City's future development plans. The blank petition was recorded on February 20, 2025 and all required public notices have been completed. No public comments or outstanding issues were received from reviewing departments. This is the first of two required public hearings, with the final ordinance approval scheduled for April 15, 2025. The goal is to transition the area from County-level rural residential to City-managed residential zoning, preparing the way for future development. Vice Mayor Heustis requested clarification regarding final approval of the proposed annexation. Mayor Orsborn opened a public hearing at 6:08 p.m. to hear citizen input regarding the proposed annexation. There being no public comment, Mayor Orsborn closed the public hearing at 6:08 p.m. Ms. Marquez confirmed the adopting annexation ordinance is scheduled to come before Council for approval on April 15, 2025.

6.B Council to hold a public hearing and take action on Ordinance No. 08-25 amending the Zoning Map of the City of Buckeye for approximately 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment from Planned Residential (PR) to Planned Area Development (PAD).
Staff Liaison: Ken Galica, Planning Manager

Mr. Galica presented information regarding rezone Ordinance No. 08-25; vicinity maps were displayed. Jeff Blilie, Gilbert Blilie PLLC, on behalf of property owner Buckeye Union High School District 201 and multi-family residential developer Greenlight Communities, is requesting approval of a rezone This rezoning proposal is for 46.06 acres near Verrado Way and Van Buren Street. Currently owned by Buckeye Union High School District, the project seeks to transform the area from planned residential to a planned Area Development with five distinct parcels. The development includes commercial space, market-rate multi-family housing, and an attainable multi-family component, with densities ranging from 24 to 54 units per acre. The project emphasizes urban design principles, featuring contemporary architecture, pedestrian-friendly infrastructure, and a unique drainage corridor with a trail connection. Specific design requirements include maximum building setbacks, minimum building heights of 30 feet, increased landscaping, and restrictions on auto-intensive commercial uses. A portion of the land is reserved for expanding the City's water campus, which will be exchanged for water credits. Mr. Galica highlighted the project's alignment with City goals for densification and commercial growth, creating a vibrant, walkable urban environment. The Planning and Zoning Commission recommended approval, and no public opposition was received during the review process. The proposal represents a significant step in developing the Buckeye gateway activity center with a modern, integrated approach to urban development. Mayor Orsborn opened a public hearing at 6:25 p.m. to hear citizen input regarding Rezone Ordinance No. 08-25. There being no comment, Mayor Orsborn closed the public hearing at 6:25 p.m. Vice Mayor Heustis asked how the 6.47 acres for the water campus would be signed over to the City. Mr. McCoy explained that Greenlight is acquiring the site from the Buckeye Union High School District. When they close on the property, the City will exchange the land with Greenlight. In return for the 6+ acres to expand the North Airport Road water campus, the City will provide Greenlight water credits. When Mayor Orsborn followed up to confirm, Mr. McCoy further clarified that this water infrastructure is not just for this specific parcel, but serves the entire region, extending well beyond the immediate project area. Councilmember Goodman asked if the project is going to be net zero or use a lot of renewable sources to provide power. Mr. Galica clarified this was not the net-zero project, but noted it's possible future multi-family projects could incorporate renewable sources, but they're not at that stage yet. Councilmember Youngker requested clarification regarding access points, specifically for Parcel D. Mr. Galica confirmed there's conceptually only one public access point, but there will be an emergency connection through another parcel that will be required during the site plan process. Mayor Orsborn requested clarification regarding building height. Mr. Galica confirmed building height restrictions and requirements. Mayor Orsborn commented about potentially creating taller buildings to enhance the sense of scale along the roadway. A motion was made by Councilmember Youngker and seconded by Councilmember Goodman to adopt Ordinance No. 08-25 amending the Zoning Map of the City of Buckeye for approximately 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment from Planned Residential (PR) to Planned Area Development (PAD). Motion passed unanimously.

7. Comments from the Mayor and Council

Vice Mayor Heustis: thanked those involved in the successful Veterans Lift Up Event.

Councilmember Youngker: presented information regarding a recent trip to the capital representing the City along with Buckeye Youth Councilmembers.

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

Mr. Sandstrom presented a summary of current events.

9. Proposals for Future Agenda Items – none

10. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:34 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 March 18, 2025. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
MARCH 21, 2025
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:00 p.m.

1. Call to Order/Roll Call

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

Members Present:	Councilmember Youngker, Councilmember Berry (via Microsoft Teams/Conference Call), Councilmember Goodman (via Microsoft Teams/Conference Call), Councilmember HagEstad (via Microsoft Teams/Conference Call), Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.
Members Absent:	None.
Departments Present:	Deputy City Manager Doug Sandstrom, Deputy City Manager Dave Roderique, City Attorney Scott McCoy, and City Clerk Lucinda Aja.

2. Convene into Executive Session

At 3:00 p.m. a motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to convene into Executive Session pursuant to A.R.S. Section 38-431.03 A.3 for the discussion or consultation for legal advice with the attorney of the public body regarding the appointment of an Interim City Manager. Motion passed unanimously.

3. Reconvene into Public Meeting

At 3:46 p.m. a motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to reconvene into the Public Meeting. Motion passed unanimously.

4. Action Items

A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to place City Manager Dan Cotterman on paid administrative leave, effective immediately, for a period not to exceed sixty days and, pursuant to City Code Section 3-1-4 appoint David Roderique as the Interim City Manager for such time as directed by City Council in a future Council action. A roll call vote reflected Councilmember Youngker, Councilmember Berry, Councilmember Goodman, Councilmember HagEstad, Vice Mayor Heustis, and Mayor Orsborn voted aye. Councilmember Beard voted nay. Motion carried.

5. Adjournment
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 3:47 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 Special Council Meeting and Executive Session held on March 21, 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: 04/15/25	**AGENDA ITEM:** 5.A. DS- PH - Ezell Property Annexation
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 2
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 and take action on Ordinance No. 10-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statues and Amendments thereto, by annexing approximately 5 acres located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road.

SUMMARY

PROJECT DESCRIPTION:
Mike Prefling of Prefling Engineering on behalf of property owners Virgil and Connie Ezell, is requesting annexation of one parcel of land (Case No. PLZM-24-0057), totaling approximately 5 acres and located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road.

The parcel is currently zoned RU-43, a Maricopa County Rural zoning district. The General Plan Land Use designation in this area is Activity Center (Downtown). Upon annexation, the parcel will be classified as R1-43, Residential 43, the Buckeye zoning district which is most equivalent to the existing County zoning district. Approval of the annexation would facilitate development of the property subject to the permitted uses, development standards, and design standards of the R1-43 district.

This annexation meets the requirements as outlined in A.R.S. Section 9- 471. Annexations require consideration at two City Council public hearings. The initial meeting was held on March 18, 2025, for the purpose of holding a public hearing, to allow stakeholders the opportunity to comment on the request; there were no comments from the public. The property owner has signed the annexation petition, and this is the final second public hearing required for the proposed annexation for consideration and action by Council.

BENEFITS:
The annexation will bring additional developable land within the City of Buckeye limits and ensure that future development complies with City codes and standards.

FUTURE ACTION:
N/A

FINANCIAL IMPACT STATEMENT:
N/A

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-24-0057 Ezell annexation - Staff Report - CC20250415.pdf
Vicinity Map_PLZM-24-0057.pdf
2R PLZM-24-0057 EZELL Property ANNEXATION - Narrative.pdf
006064-5-1-1--RECORDED.pdf
PLZM-23-0057 - Ezell Properties Annexation - PowerPoint - CC2 4.15.2025.pptx
Ord. No. 10-25.pdf

ANNEXATION

Report to the Mayor and City Council

CASE NUMBER:	**PLZM-24-0057**
TITLE:	**Ezell Property Annexation**
MEETING DATE:	**April 15, 2025**

Applicant/Owner:	Michael Prefling, Prefling Engineering, on behalf of property owners Vigil and Connie Ezell
Request:	Annexation
District:	2
Location:	Approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road.
Site size:	Approximately 5 acres
Density:	Not applicable
Public input:	No comments have been received to date
Recommendation:	Public Hearing and Adoption of Ordinance No. 10-25

PROJECT DESCRIPTION:

1. Michael Prefling, Prefling Engineering, on behalf of property owners Vigil and Connie Ezell, is requesting annexation of one parcel of land totaling 5 acres located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road.
2. The blank petition for the proposed annexation was recorded on February 21, 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 March 18, 2025, conforms to timing requirements established by state statute.
3. 1st public hearing was held on March 15, 2025. No public comments were received.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant/Undeveloped**	**Activity Center**	**Maricopa County Rual 43**
North	Undeveloped Residential	Activity Center	Planned Residential (PR)
East	Vacant/Undeveloped	Activity Center	General Commerce (GC)
South	Vacant/Undeveloped	Activity Center	General Commerce (GC)
West	Vacant/Undeveloped	Activity Center	General Commerce (GC)

PUBLIC PARTICIPATION SUMMARY:

5. 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). All required notices and site postings have been completed for both hearings as established by state statute and City Code.

6. **Table 2:** Public Notices:

Notification Element	Date
Published in the West Vally Newspaper Published in the West Valley Republic	1st Hearing: March 1, 2025 2nd Hearing: March 21, 2025
Site Posted	Completed on: February 25, 2025

Mailing Notice to Property Owners Within Annexation Boundary	1st Public Hearing: February 25, 2025 2nd Public Hearing: February 25, 2025
Mailing Notice to Maricopa County Board of Supervisors	Completed on: March 5, 2025

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 parcel would be assigned City of Buckeye Residential 43 (R1-43) zoning, the district most closely aligned with the property's current County RU-43 zoning designation.
8. The property currently features a General Plan Land Use designation of Activity Center, a land use designation intended to develop with mixed uses, including a diversity of housing.
9. The proposed annexation will allow for a proposed Recreation Vehicle resort to be permitted through the City of Buckeye. The proposed use will be required to adhere to all applicable City of Buckeye development and design standards.
10. The property will be eligible for City services such as police, fire, water and sewer.
11. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.
12. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. The continued use of the property for residential use should have no impact on either district.
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. The Mayor and City Council should conduct a public hearing and adopt Ordinance No. 10-25, approving the annexation of approximately 5 acres located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road. Staff recommends approval of the request for the following reasons:

a. Furthers goals of the Buckeye General Plan.
b. Conformance with the Buckeye Development Code.
c. Eliminates multi-jurisdictional permitting issues pertaining to development of the property referencing Assessor Parcel Number (APN): 502-35-016K.
d. No outstanding issues from reviewing departments.

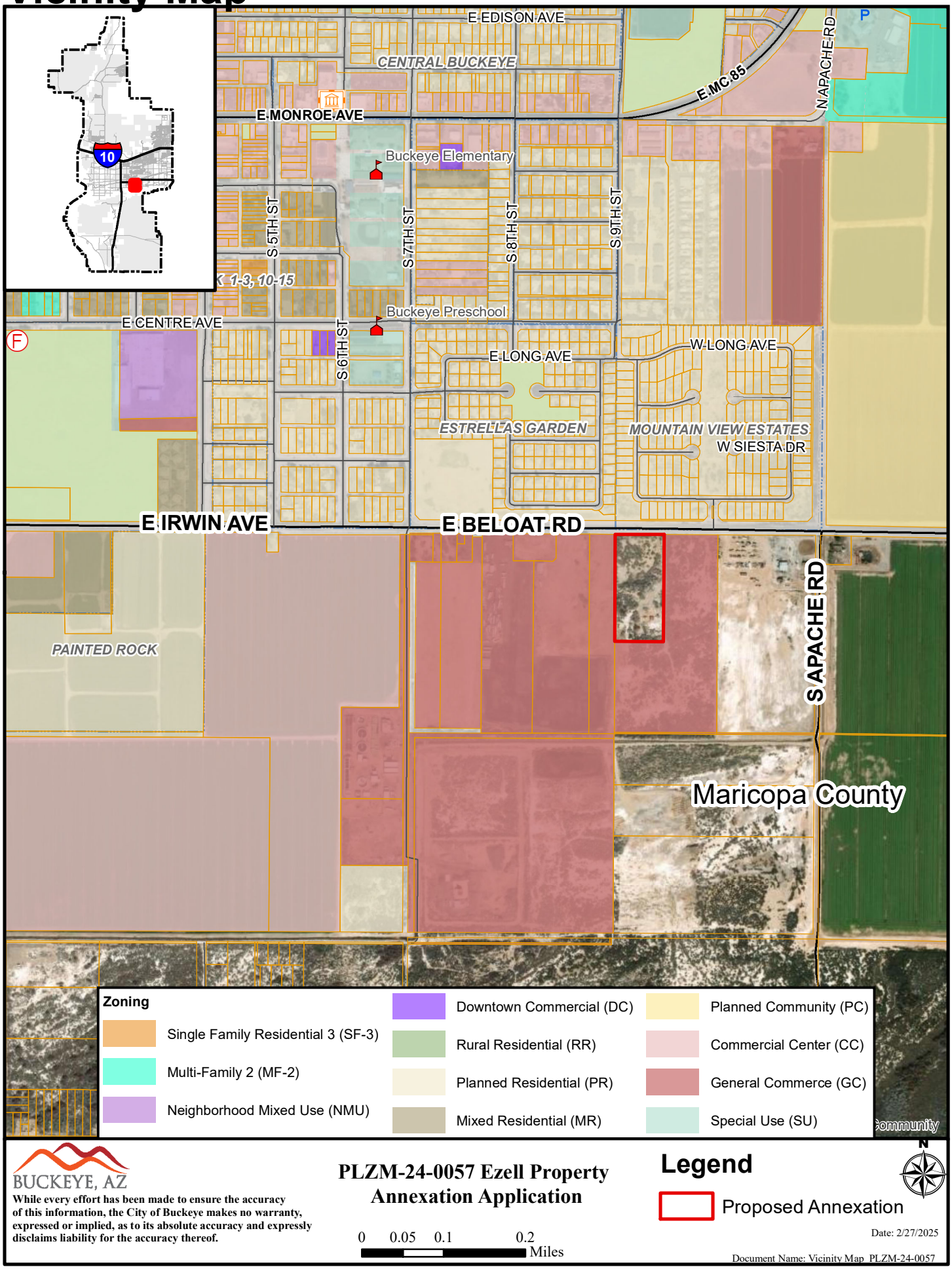
ATTACHMENTS:

Vicinity Map
Annexation Project Narrative
Ordinance No. 10-25

Prepared By:
Andrea Marquez, Senior Planner Special Projects

Reviewed by:
Ken Galica, Planning Manager

Vicinity Map



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.

PLZM-24-0057 Ezell Property Annexation Application

0 0.05 0.1 0.2 Miles

Legend

Proposed Annexation

Date: 2/27/2025

Document Name: Vicinity Map_PLZM-24-0057

2R PLZM-24-0057 RECEIVED AUG 23 2024 WD

PROJECT NARRATIVE

EZELL RV RESORT

24439 W BELOAT RD,
BUCKEYE, ARIZONA 85326
APN 400-42-001C



Pre-Application Conference Submittal

Prepared by:

PREFLING Engineering
4435 E. CHANDLER BOULEVARD, SUITE 200
PHOENIX, ARIZONA 85048
(480) 625-9795
MIKE@PREFLINGENG.COM

APPLICANT INTRODUCTION

My name is Michael Prefling and I am representing the Ezell RV Park Resort team who is wanting to develop this site into a 90 unit family friendly RV resort experience site. The site is located on Beloat Road just west of S. Apache Road. I am a licensed civil engineer here in Phoenix and will be preparing most of the documents for the initial preliminary submittals as well as final permit and construction documents.

OWNER INFORMATION

The owner of this development and business will be Virgil Ezell, Connie Ezell and Dustin Ezell.

LAND INFORMATION

The Site is located near the intersection of Beloat Road and Apache Road in the City of Buckeye, County of Maricopa, State of Arizona. The site is located in the Section 8, Township 1 South, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The existing property will be annexed to the City of Buckeye with new zoning designation.

The net lot size is 217,801 sq-ft or approximately 5 acres. The northern portion of the property is located within a zone X floodplain. The southern portion of the property is located within a zone AE floodplain.

The site is currently a vacant. It is proposed to develop the property into a recreational vehicle parking resort that will cater for 90 units of RV. An open park area and trail area will also be incorporated to provide guests with a total experience of being with nature. The site will be equipped with a sewer, water and electrical hookups.

The property is bounded by adjacent lots on the east and south by lot APN 400-42-001E, on the west by lot APN 400-42-007H and on the north by W Beloat Rd. These adjacent lots will have no offsite flows that will impact the development of the property.

The proposed development will have open space and trail paths with a total area of 29,282 sq.ft, or 13.44% of the development.

DESCRIPTION OF DEVELOPMENT/BUSINESS

The Ezell RV Park Resort is a family friendly RV living experience site. The park will offer various activities and amenities for the 90 unit development.

IMPACT TO CITY SERVICES

City Services: The Site will allow for emergency services to have access throughout the Site via an internal 28' fire lane drive. The Site will be serviced by City of Buckeye for Refuse. The fire and police protection will also be provided by the City of Buckeye.

Water and Sewer: There is existing water and sewer infrastructure available within Beloat Road that this development will connect to. Estimated water and sewer demand calculations can be found in ***Appendix A***.

Water – There is an existing 8" water main that will service this RV park site

Sewer – There is a large 60" deep sewer main within Beloat Rd and an existing manhole adjacent to the site that will be utilized to provide sanitary service for this site.

COMMUNITY FACILITIES AND SERVICES

Schools: North of this site approximately 2500 feet away is an existing preschool and also an existing elementary school. There is no expected impact to these schools as access to these neighborhoods and schools do not primarily come off of Beloat Road.

Parks: The nearest park to this site is the Earl Edgar Recreational Park. This park is located ~3000 feet to the west along Beloat Road.

Amenities: This site is located 2500 feet south of Monroe Ave. Monroe avenue has a myriad of restaurants and retail amenities and is the main access road into downtown Buckeye.

APPENDIX A

PRELIMINARY WATER AND SEWER DEMAND SUMMARY

WATER DESIGN PARAMETERS

The specific design criteria for this development that serves as the basis of the proposed water design are listed below:

- The area of the proposed development is 5.0 acres.
- The land use category for this development is considered Commercial / Mixed Use under Master Planning Design
- The site is under Zoning RU-43
- The unit demand for RV park resort is **50 gpd-per lot** *(as per NFPA standard for recreational vehicles)*
- The **maximum day demand is 1.8 times the average day demand** while the **peak hour demand is 3.0 times the average day demand** (Table 2 – Demand Peaking Factors, The City of Buckeye Arizona Water Engineering Design Standards)
- The minimum acceptable design pressure is 50 psi under peak hour conditions and 20 psi during maximum day + fire flow demands.

WATER DEMAND CALCULATIONS

Average Day Demand = 5.0 * 50 * 90 = 2,250 gal/day (1.56 gpm)
Max Day Demand = 1.8 * 2,250 = 4,050 gal/day (2.81 gpm)
Peak Hour Demand = 3.0 * 2,250 = 6,750 gal/day (4.69 gpm)

Estimated Annual Water Usage = 2,250 * 365 = 821,250 gallons

Fire Flow Demand for this RV park resort is 3,000 gpm for 4 hours.

1. WASTEWATER DESIGN PARAMETERS

The specific design criteria for this development that serves as the basis of the proposed sewer design are listed below:

- The area of the proposed development is 5.0 acres.
- The unit demand for this land use category is 100 gpd-per lot *(per AZ Admin Code Title 18, chapter 1, table 1)*
- The peak day demand is 4 times the unit demand (Table 2 – Maximum Flow Generations - The City of Buckeye Arizona Gravity Sewer Engineering Design Standards).

WASTEWATER DEMAND CALCULATION:

Total Average Day Demand = 5.0 * 100 * 90 = 45,000 gal/day (31.25 gpm)
Total Peak Day Demand = 4 * 45,000 * = 180,000 gal/day (125 gpm)

NFPA 1194 STANDARD FOR RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS

Chapter 7, Environmental Health and Sanitation, Section 7.2 Potable Water Supply and Distribution, 7.2.4 Supply, states:

> The water supply system shall be designed and constructed in accordance with the following:
>
> (1) A minimum of 25 gal per day per site for sites without individual connections
> (2) A minimum of 50 gal per day per site for sites with individual water connections
> (3) A minimum of 50 gal per day per site if water flush closets are provided in restrooms.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20250158765 03/24/2025 02:22
ELECTRONIC RECORDING

006064-5-1-1--
GarciaC

When Recorded, return to:

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

ANNEXATION PETITION (PLZM-24-0057)

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)
03-24-25	John Virgil Ezell				400-42-001C

Exhibit A

(Intentionally left blank. See following page)

EXHIBIT A
Legal Description

A portion of that certain parcel of land described in Document No. 2011-0591613, Maricopa County Records, being a portion of the northeast quarter of Section 8, Township 1 South, Range 3 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 8, a brass cap in handhole, from which the north quarter corner of Section 8, a brass cap in handhole , bears North 89°42'29" West, a distance of 2649.56 feet;

Thence along the north line of the northeast quarter of said Section 8, North 89°42'29" West, a distance of 1009.97 feet, to the east line of the west 314.81 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said east line, South 00°20'12" West, a distance of 33.00 feet, to the **Point of Beginning;**

Thence continuing along said east line, South 00°20'12" West, a distance of 691.85 feet, to the south line of the north 724.85 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, North 89°42'29" West, a distance of 314.81 feet, to the west line of the northeast quarter of the northeast quarter of said Section 8;

Thence along said west line, North 00°20'12" East, a distance of 691.85 feet, to the south line of the north 33 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, South 89°42'29" East, a distance of 314.81 feet, to the **Point of Beginning.**

Containing 217,801 Square Feet or 5.00 Acres more or less.
Subject to easements, restrictions, and rights of way of record.

AW LAND SURVEYING, LLC
P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII (480) 298-4900

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date 8.9.24
Expires 12.31.24

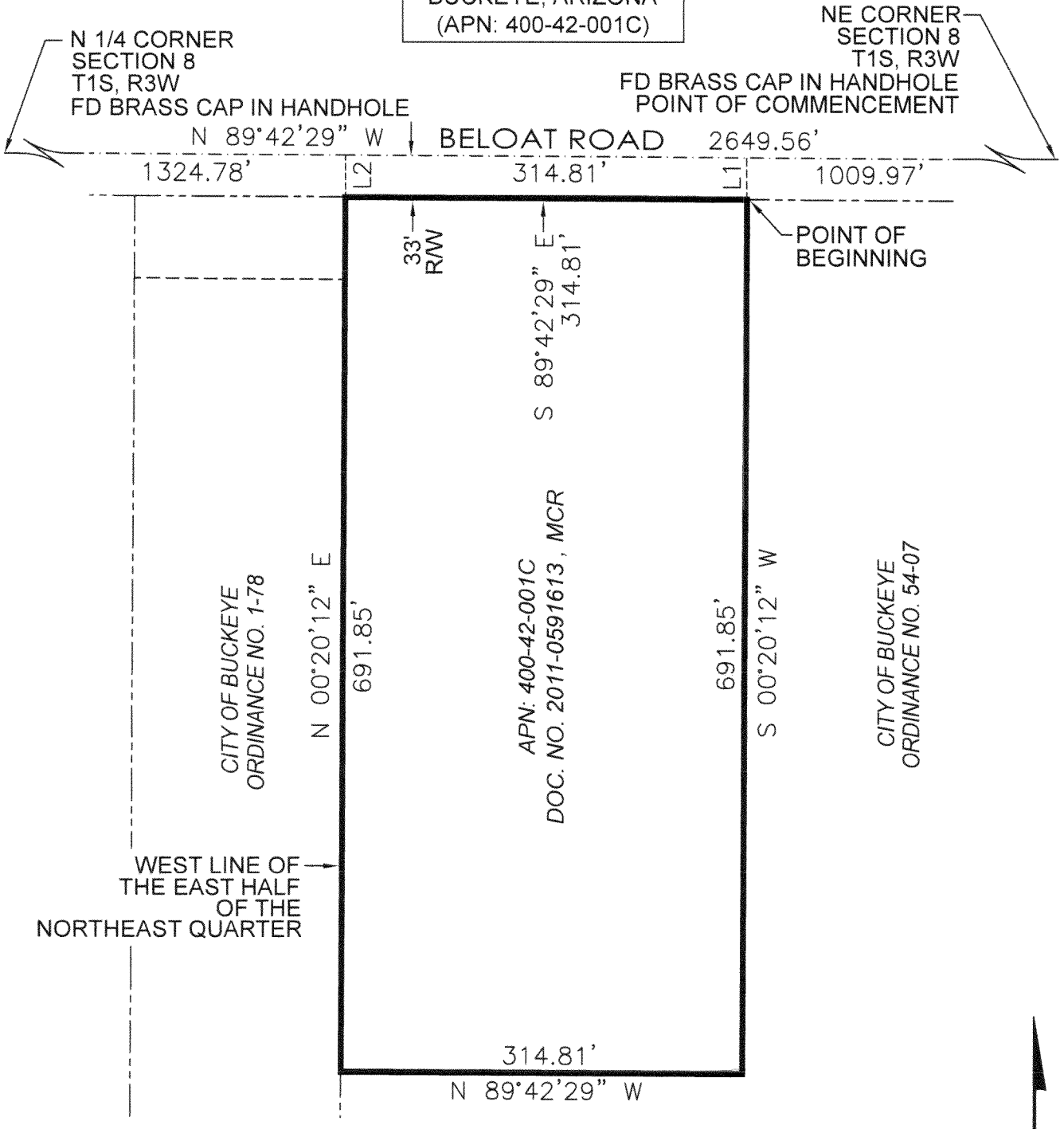
August 9, 2024
AWLS #24-036

Exhibit B

(Intentionally left blank. See following page)

EXHIBIT B

24439 W BELOAT ROAD
BUCKEYE, ARIZONA
(APN: 400-42-001C)



LINE	BEARING	DISTANCE
L1	S 00°20'12" W	33.00'
L2	S 00°20'12" W	33.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D. ARMIJO
Date Signed 08-09-24
ARIZONA, U.S.A.
Expires 12/31/2024

CITY OF BUCKEYE
ORDINANCE NO. 54-07

N

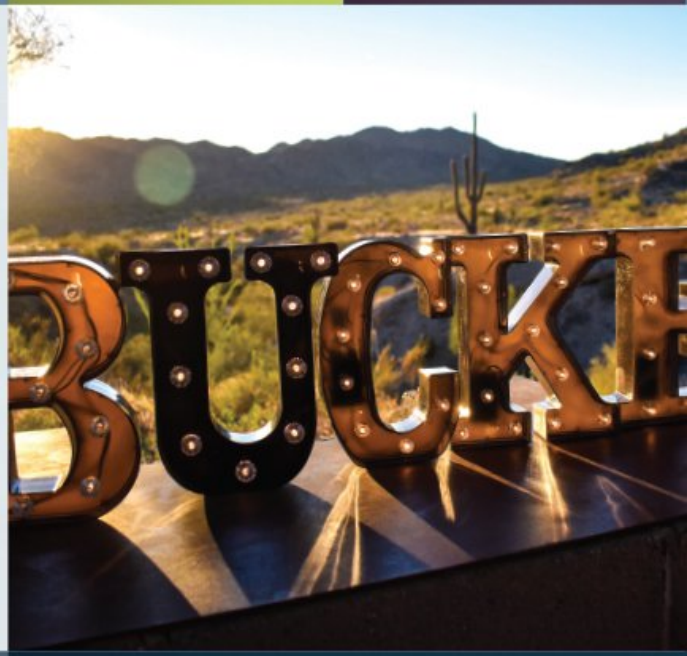
AW LAND SURVEYING, LLC
PO BOX 2170, CHANDLER, AZ 85244
PH: (480) 244-7630
darmijo@awlandsurvey.com

DATE: 8-09-24
SHEET 2 OF 2

Ezell Property Annexation

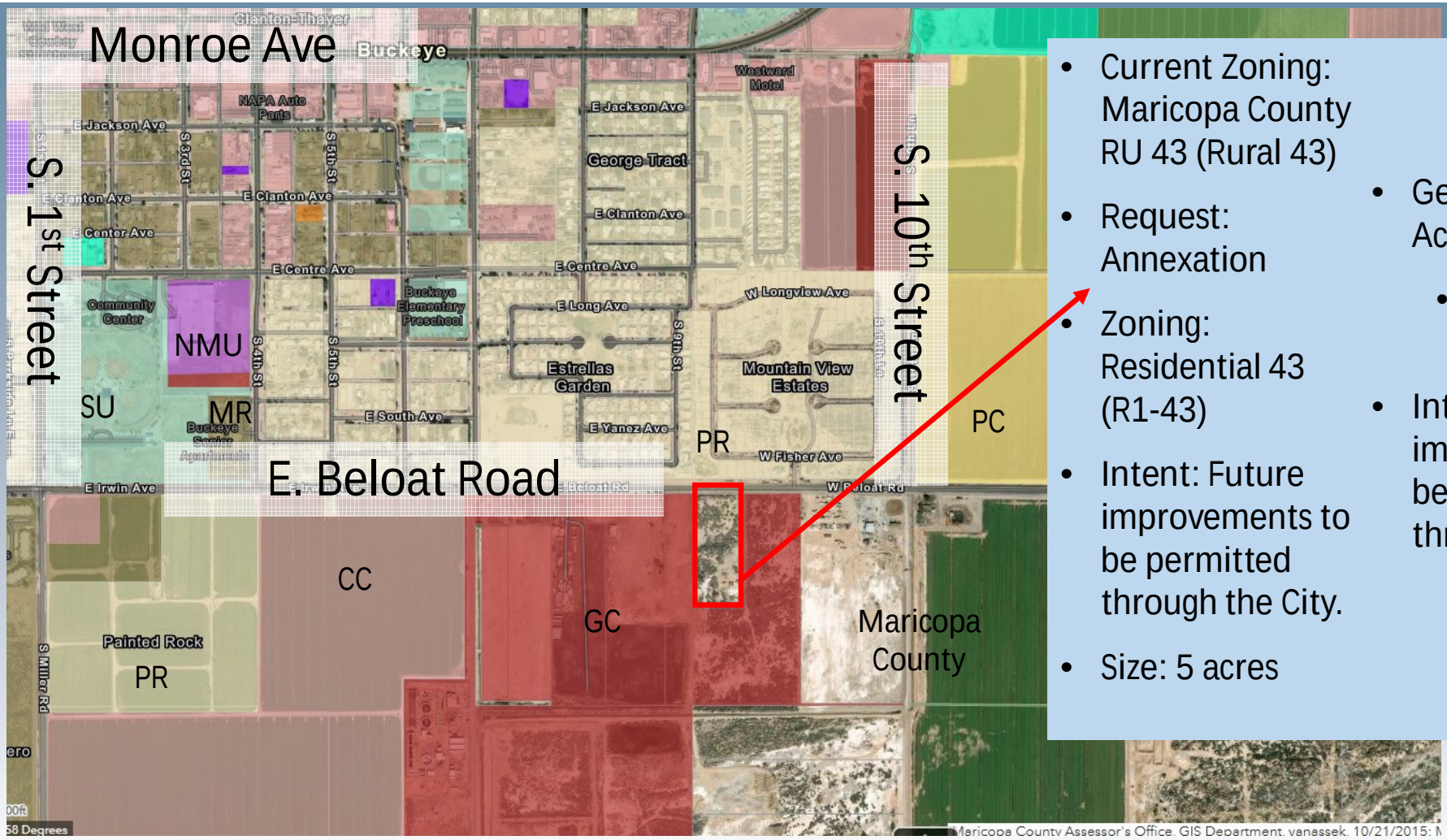
PLZM-24-0057

Mayor and City Council – April 15, 2025



BUCKEYE, AZ

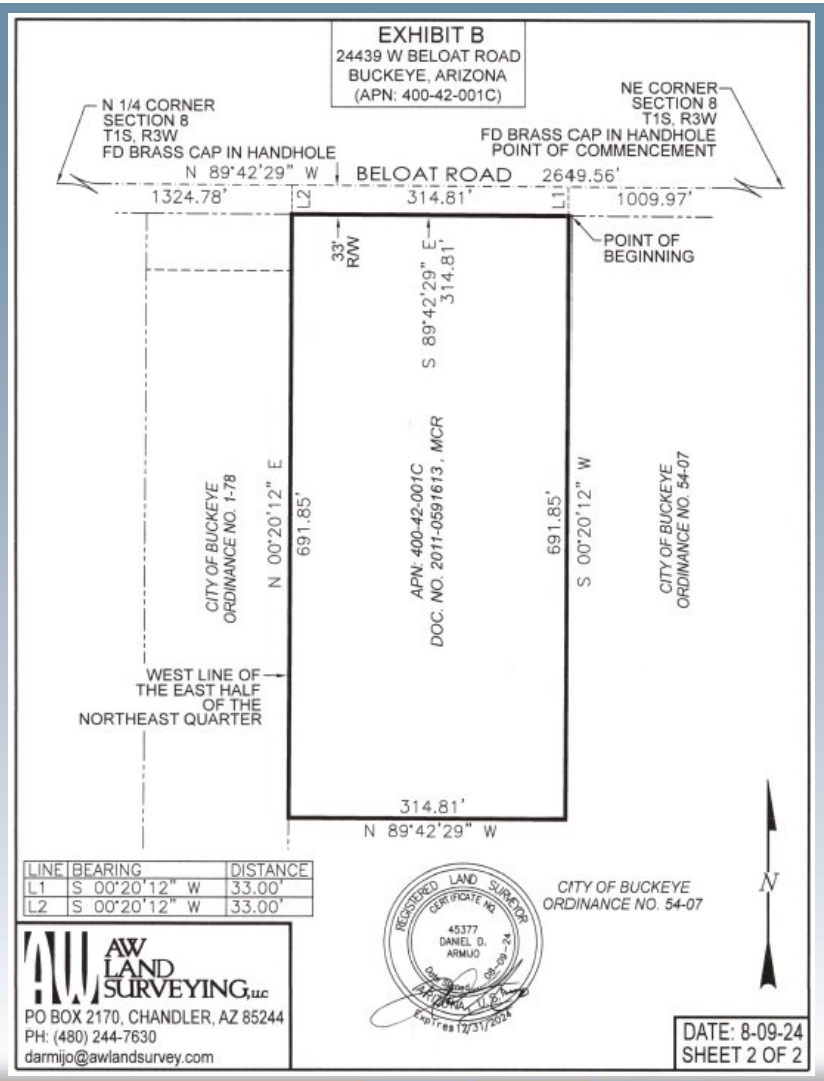
buckeyeaz.gov



- Current Zoning: Maricopa County RU 43 (Rural 43)
- Request: Annexation
- Zoning: Residential 43 (R1-43)
- Intent: Future improvements to be permitted through the City.
- Size: 5 acres
- General Plan: Activity Center
  - DSAP, El Rio District
- Intent: Future improvements to be permitted through the City.

- The subject site meets all size, dimension, and contiguity requirements established by state statute
- Blank Petition recorded

  February 20, 2025
- All required notices completed; no public comment specific to the Annexation received to date
- No outstanding issues from reviewing departments
- 1st Public Hearing was held 3/1/2025
  - No Comments from the public



Recommendation:

Conduct a Public Hearing

Consideration of Ordinance 10-25 approving the annexation request.

Questions?

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 10-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 5 ACRES GENERALLY LOCATED APPROXIMATELY 1,000 FEET WEST OF SOUTH APACHE ROAD ALONG THE SOUTH FRONTAGE OF BELOAT ROAD.

WHEREAS, the City of Buckeye, Arizona (the "City") desires to annex certain territory, which is contiguous to the City; and

WHEREAS, on February 21, 2025 a blank petition was filed with the Maricopa County Recorder's office, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

WHEREAS, on March 18, 2025, the Council held a Public Hearing to discuss this annexation proposal; and

WHEREAS, at least six (6) days before the public hearing and at least fifteen (15) days before the end of the thirty-day waiting period following the filing of the blank petition with the Maricopa County Recorder's office, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six (6) days before the public hearing, notice was also posted in at least three (3) conspicuous public places in the territory proposed to be annexed, sent by first-class mail to the clerk of the Maricopa County Board of Supervisors and the County assessor, and sent by first-class mail with an accurate map of the territory to be annexed to each owner of real and personal property that would be subject to taxation by the City in the event of annexation; and

WHEREAS, within one (1) year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Mayor and Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, as shown by the last assessment of the property, asking that the property be annexed to the City; and

WHEREAS, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory have been made after the petition had been signed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk; together with the original petition referred to herein; and

WHEREAS, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements.

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 territory legally described on Exhibit A and depicted on Exhibit B, incorporated herein by this express reference, is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty (30) days from the date of adoption of this Ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this Ordinance, together with all exhibits hereto, with the Maricopa County Recorder's office immediately after this annexation becomes final.

Section 5. The territory annexed by this Ordinance shall be initially zoned and shown on the City's official zoning map as Residential 43 (R1-43).

Section 6. The Mayor and Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps and to 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 15th day of April, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A

Legal Description

(consisting of 1 page)

EXHIBIT A
Legal Description

A portion of that certain parcel of land described in Document No. 2011-0591613, Maricopa County Records, being a portion of the northeast quarter of Section 8, Township 1 South, Range 3 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 8, a brass cap in handhole, from which the north quarter corner of Section 8, a brass cap in handhole , bears North 89°42'29" West, a distance of 2649.56 feet;

Thence along the north line of the northeast quarter of said Section 8, North 89°42'29" West, a distance of 1009.97 feet, to the east line of the west 314.81 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said east line, South 00°20'12" West, a distance of 33.00 feet, to the **Point of Beginning;**

Thence continuing along said east line, South 00°20'12" West, a distance of 691.85 feet, to the south line of the north 724.85 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, North 89°42'29" West, a distance of 314.81 feet, to the west line of the northeast quarter of the northeast quarter of said Section 8;

Thence along said west line, North 00°20'12" East, a distance of 691.85 feet, to the south line of the north 33 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, South 89°42'29" East, a distance of 314.81 feet, to the **Point of Beginning.**

Containing 217,801 Square Feet or 5.00 Acres more or less.
Subject to easements, restrictions, and rights of way of record.

AW LAND SURVEYING, LLC
P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII (480) 298-4900

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 8.9.24
Expires 12-31-24

August 9, 2024
AWLS #24-036

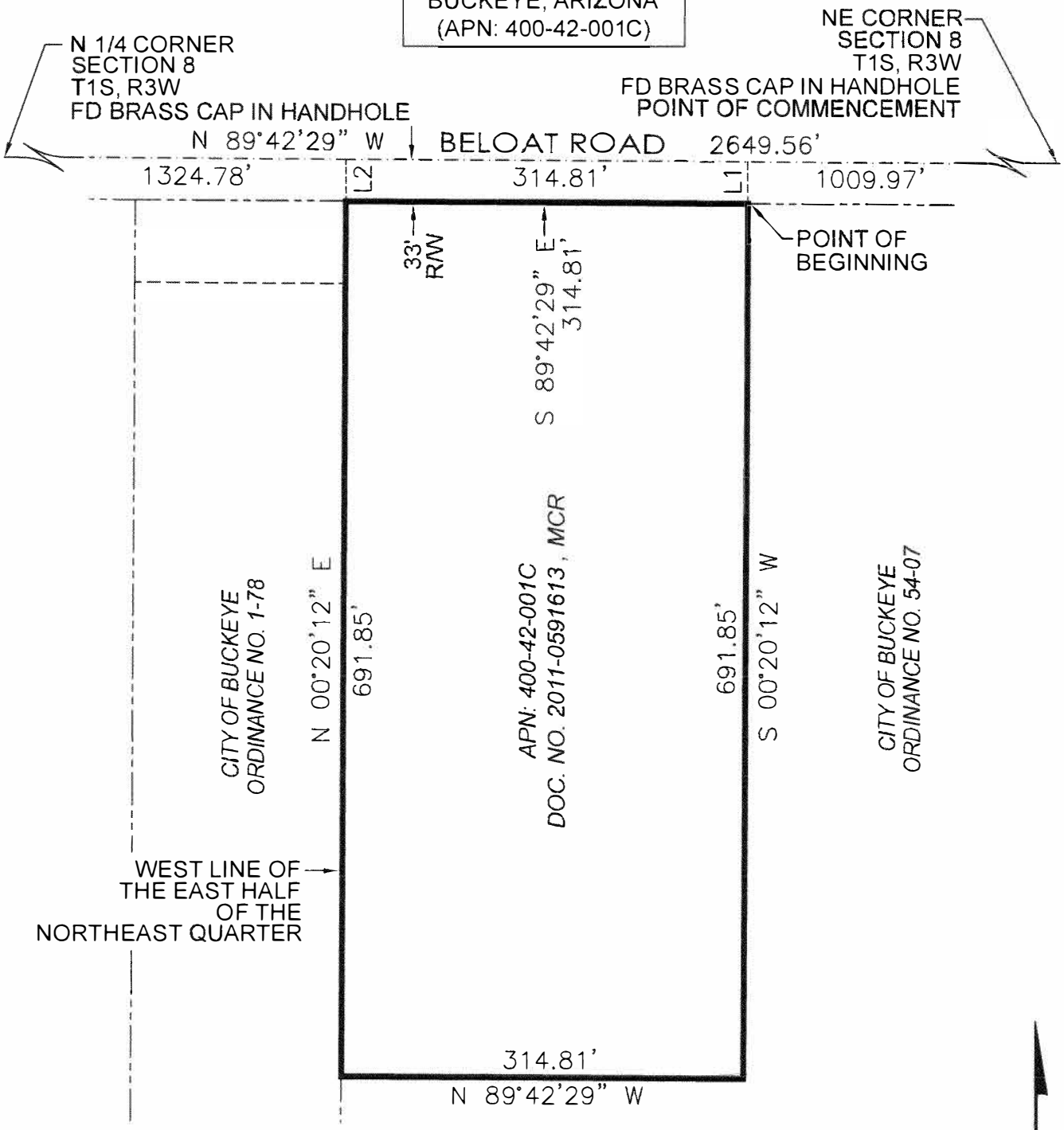
EXHIBIT B

Depiction

(consisting of 1 page)

EXHIBIT B

24439 W BELOAT ROAD
BUCKEYE, ARIZONA
(APN: 400-42-001C)



LINE	BEARING	DISTANCE
L1	S 00°20'12" W	33.00'
L2	S 00°20'12" W	33.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D. ARMIJO
Date Signed 08-09-24
ARIZONA, U.S.A.
Expires 12/31/2024

CITY OF BUCKEYE
ORDINANCE NO. 54-07

N

AW LAND SURVEYING, LLC
PO BOX 2170, CHANDLER, AZ 85244
PH: (480) 244-7630
darmijo@awlandsurvey.com

DATE: 8-09-24
SHEET 2 OF 2

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 5.B. DS - PH - Southwest Corner of Verrado Way and Yuma Road Annexation
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 2
STAFF LIAISON: Mandy Woods, Principal 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 and take action Ordinance No. 12-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 167.8 acres generally located at the southwest corner of Verrado Way and Yuma Road.

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. Annexation is when the City assumes jurisdiction over unincorporated land adjacent to its boundaries, expanding the existing City limits.

Upon approval, the property will 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 to be considered on this same Council agenda, which, if approved, would rezone the property from R1-43 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, is also scheduled to be considered on the same Council agenda. The applicant intends for the site to develop with a variety of residential, commercial, and business park uses. 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.

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 - CC20250415.docx
Exhibit A - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Vicinity Map - CC20250415.pdf
Exhibit B - PLZM-24-0006 - SWC Verrado & Yuma Annexation - General Plan - CC20250415.pdf
Exhibit C - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Zoning Map - CC20250415.pdf
Exhibit D - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Narrative - CC20250415.pdf
Exhibit E - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Blank Petition - CC20250415.pdf
Exhibit F - PLZM-24-0006 - SWC Verrado & Yuma Annexation - Signed Petition - CC20250415.pdf
PLZM-24-0006 - SWC Verrado Yuma Annexation - Presentation - CC20250415.pptx
Ord. No. 12-25.pdf

ANNEXATION

Report to the Mayor and City Council

CASE NUMBER:	PLZM-24-0006
TITLE:	SWC Verrado Way & Yuma Road Annexation
MEETING DATE:	April 15, 2025

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:	Conduct a Public Hearing and Adopt Ordinance No. 12-25

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; verbiage on Ordinance No. 12-25 will expressly repeal Ordinance No. 44-23.
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. The initial public hearing for this annexation was held on February 4, 2025, conforms to timing requirements established by state statute.
3. Following the end of the required waiting period, the annexation petition was signed by the property owner (Exhibit F) and was recorded ahead of the second public hearing.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Former Dairy Farm	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:

5. 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). The second hearing was advertised in accordance with Section 8.16 of the Development Code and as required by the Arizona Revised Statutes (ARS §9-471). All required notices were provided as follows:

6. Table 2: Public Notices:

Notification Element	Date
Published in the West Valley Republic	First Notice: January 22, 2025 Second Notice: March 7, 2025
Site Posted	First Notice: January 22, 2025 Second Notice: March 10, 2025
Mailing Notice to Property Owners Within Annexation Boundary	First Notice: January 24, 2025 Second Notice: March 27, 2025
Mailing Notice to Maricopa County Board of Supervisors	First Notice: January 24, 2025 Second Notice: March 27, 2025

7. No public spoke during the public hearing on February 4, 2025. No public comment concerning the annexation request has been received to date.

ANALYSIS:

8. 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 will 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, a concurrent rezoning proposal to Planned Area

Development (PAD) – case PLZZ-24-0005 – will be considered for adoption at this same second and final annexation public hearing.

9. 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, will be considered for adoption at this same second and final annexation public hearing.
10. 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.
11. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.
12. 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.
13. 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.
14. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Development Services, including Planning and Civil Engineering/Survey
    b. Engineering (Traffic)
    c. Fire
    d. Police
    e. Water Resources

RECOMMENDATION:

15. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 12-25, approving the annexation for the following reasons:

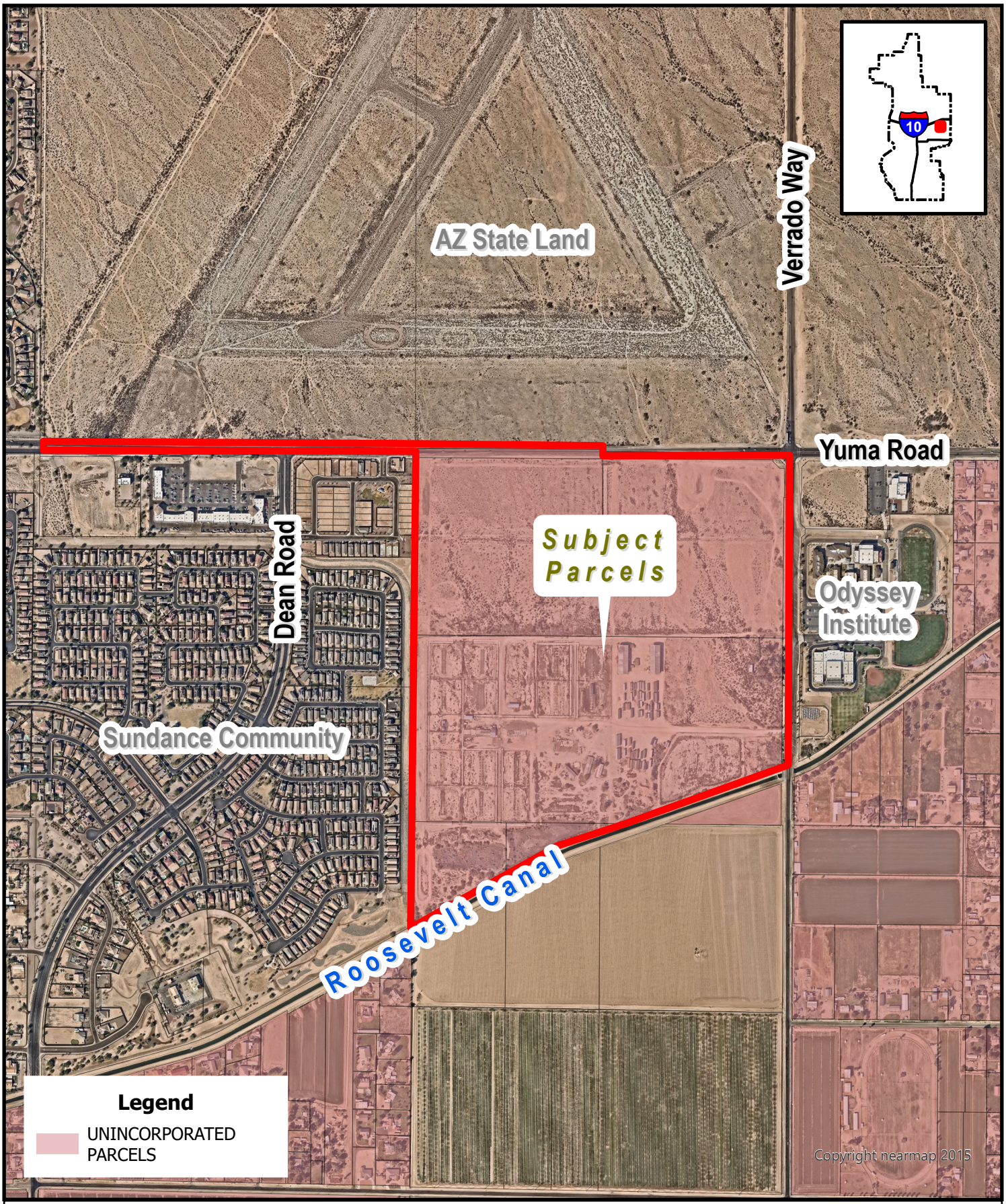
    a. Furthers goals of the Buckeye General Plan;
    b. Conformance with the Buckeye Development Code; and
    c. No outstanding issues from reviewing departments.

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
Exhibit F - Recorded Signed Annexation Petition

Prepared By:
Mandy Woods, AICP CFM, Principal Planner

Reviewed By:
Ken Galica, Planning Manager



VICINITY MAP

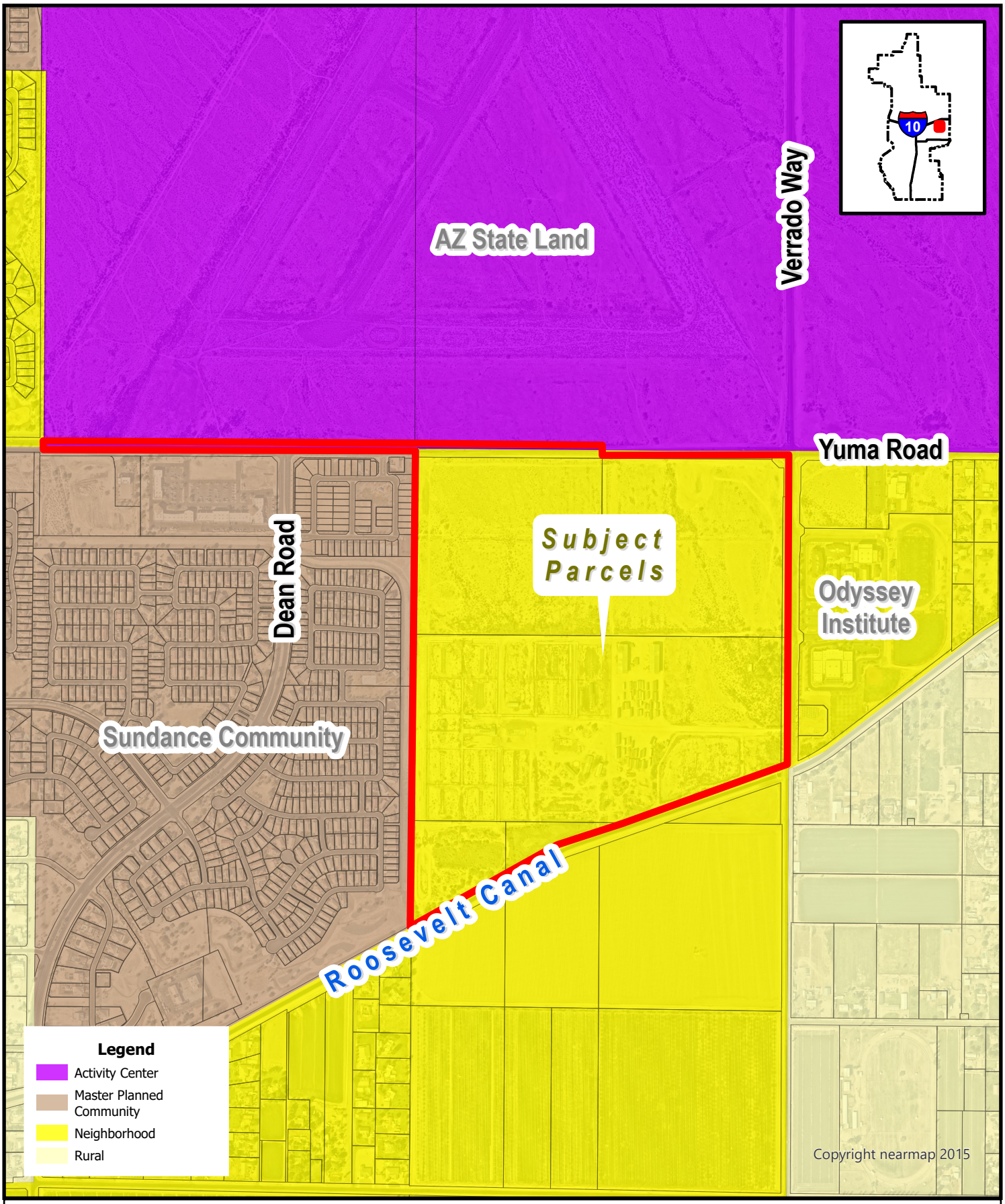
PLZM-24-0006

SWC Verrado Way and Yuma Road Annexation

Council District #2

BUCKEYE, AZ

N W E S



GENERAL PLAN LAND USE MAP

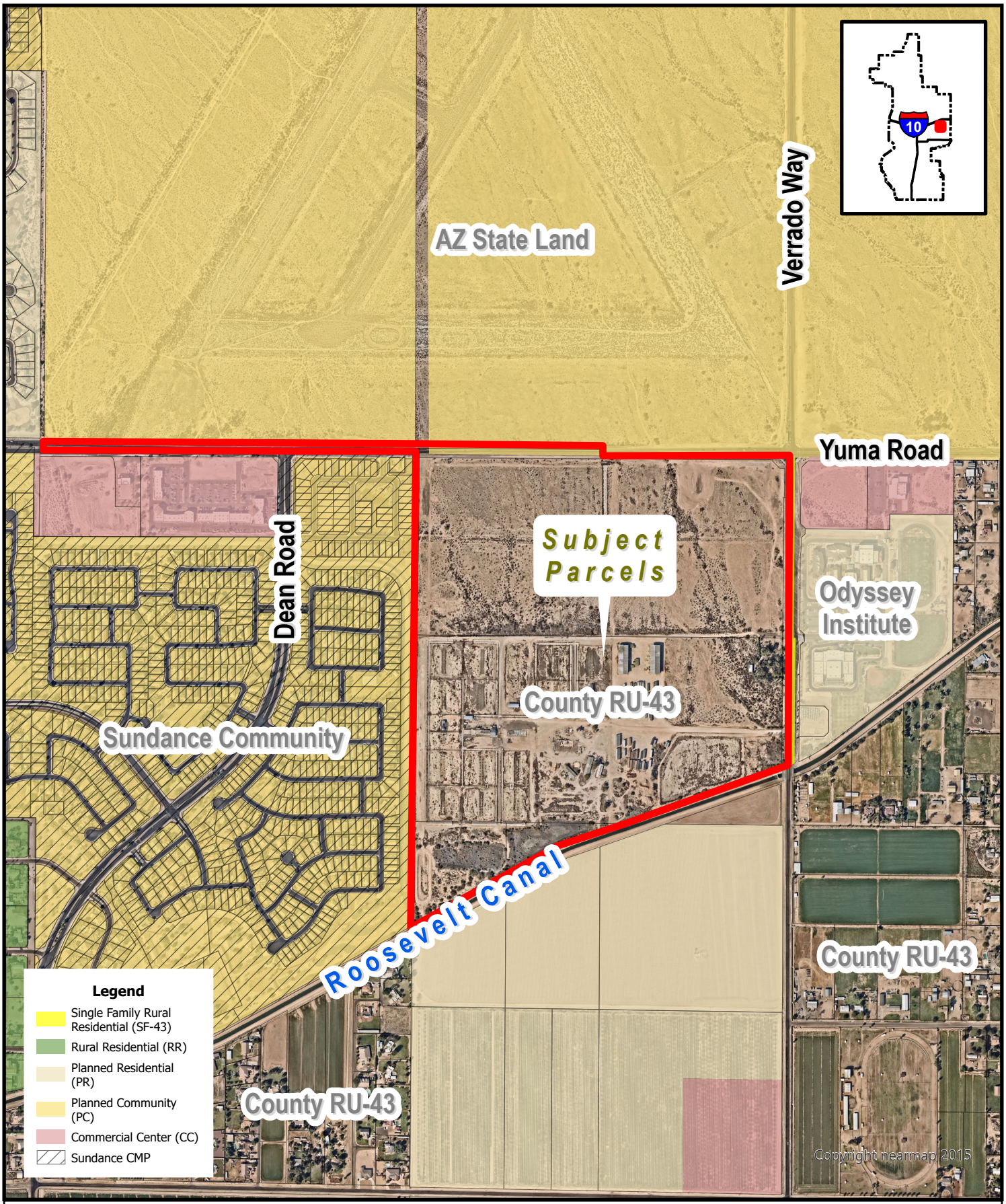
PLZM-24-0006

SWC Verrado Way and Yuma Road Annexation

Council District #2

BUCKEYE, AZ

N W E S



ZONING MAP

PLZM-24-0006

SWC Verrado Way and Yuma Road Annexation

Council District #2

BUCKEYE, AZ

N W E S

3R PLZM-24-0006 RECEIVED NOV 18 2024 WD

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 and 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.

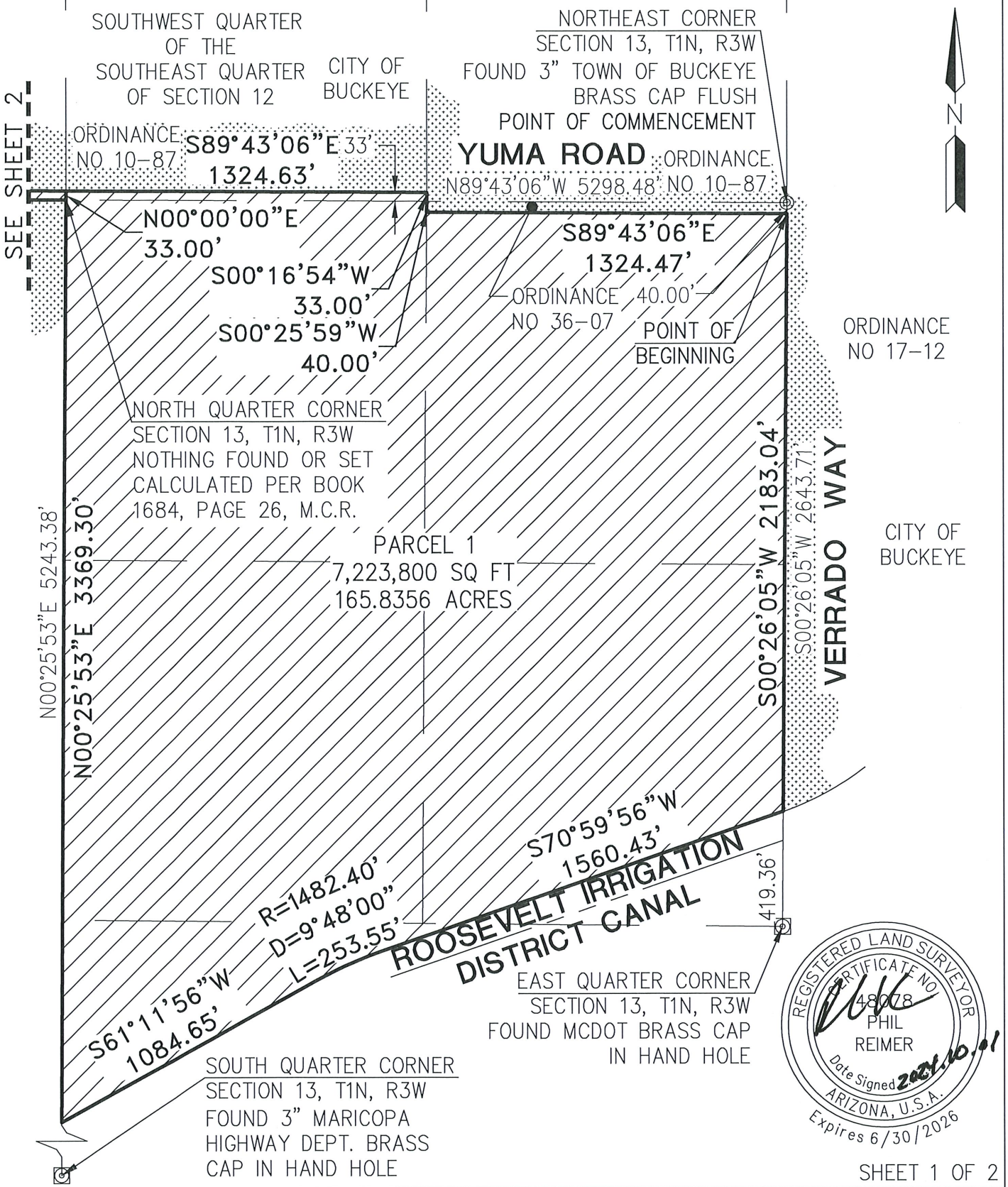
Exhibit 1

Aerial



Exhibit 2

Annexation Area



SHEET 1 OF 2

PROJ.NO.:	2561
DATE:	SEP 2024
SCALE:	N.T.S.
DRAWN BY:	JDL/JK
CHECKED BY:	PR

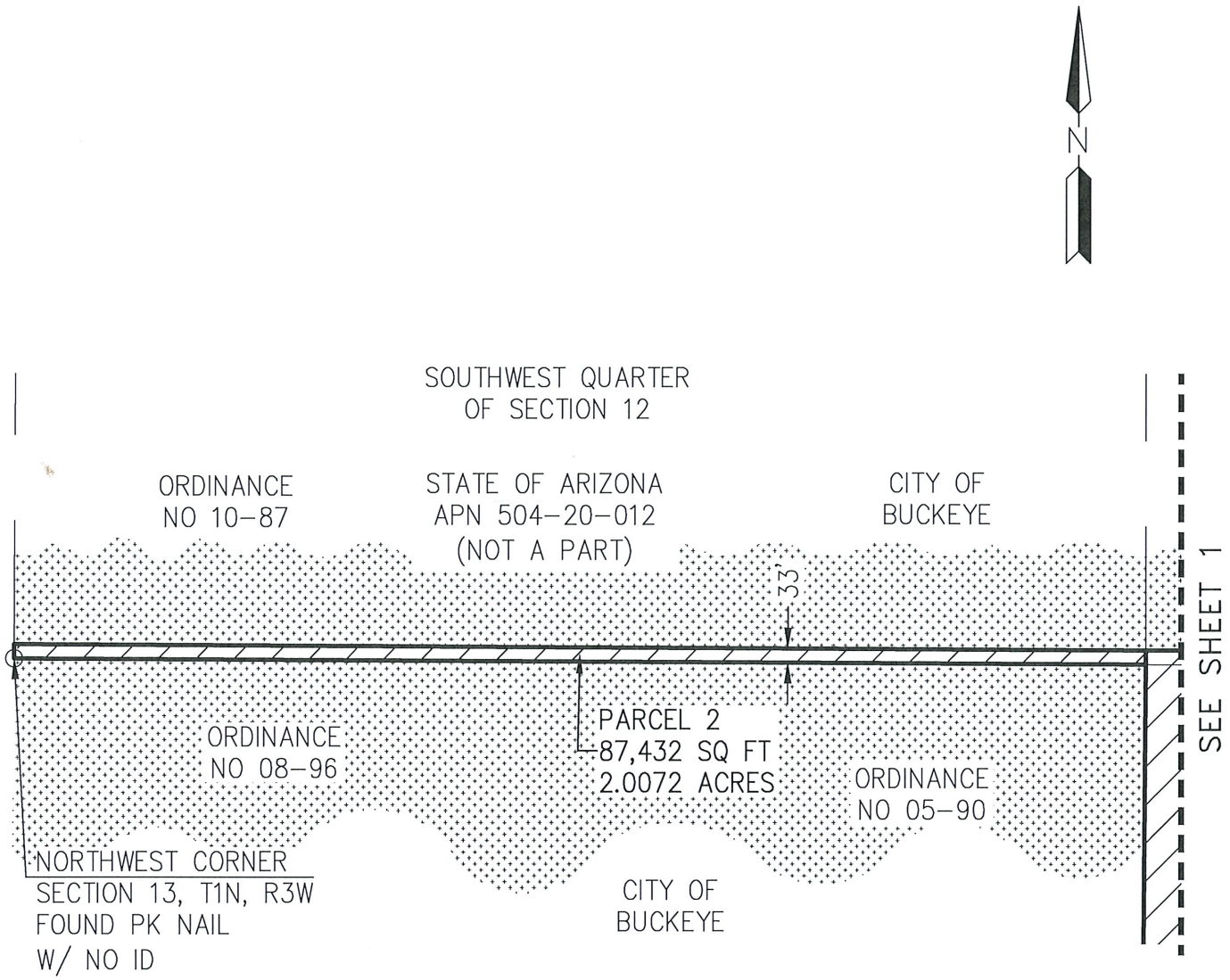
ANNEXATION

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

© 2024, HILGARTWILSON, LLC





SHEET 2 OF 2

PROJ.NO.:	2561
DATE:	SEP 2024
SCALE:	N.T.S.
DRAWN BY:	JDL/JK
CHECKED BY:	PR

ANNEXATION

VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
BUCKEYE, ARIZONA

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2024, HILGARTWILSON, LLC

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20250009811 01/07/2025 02:36
ELECTRONIC RECORDING

When Recorded, return to:

006037-6-1-1--
Hoyp

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

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;

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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:

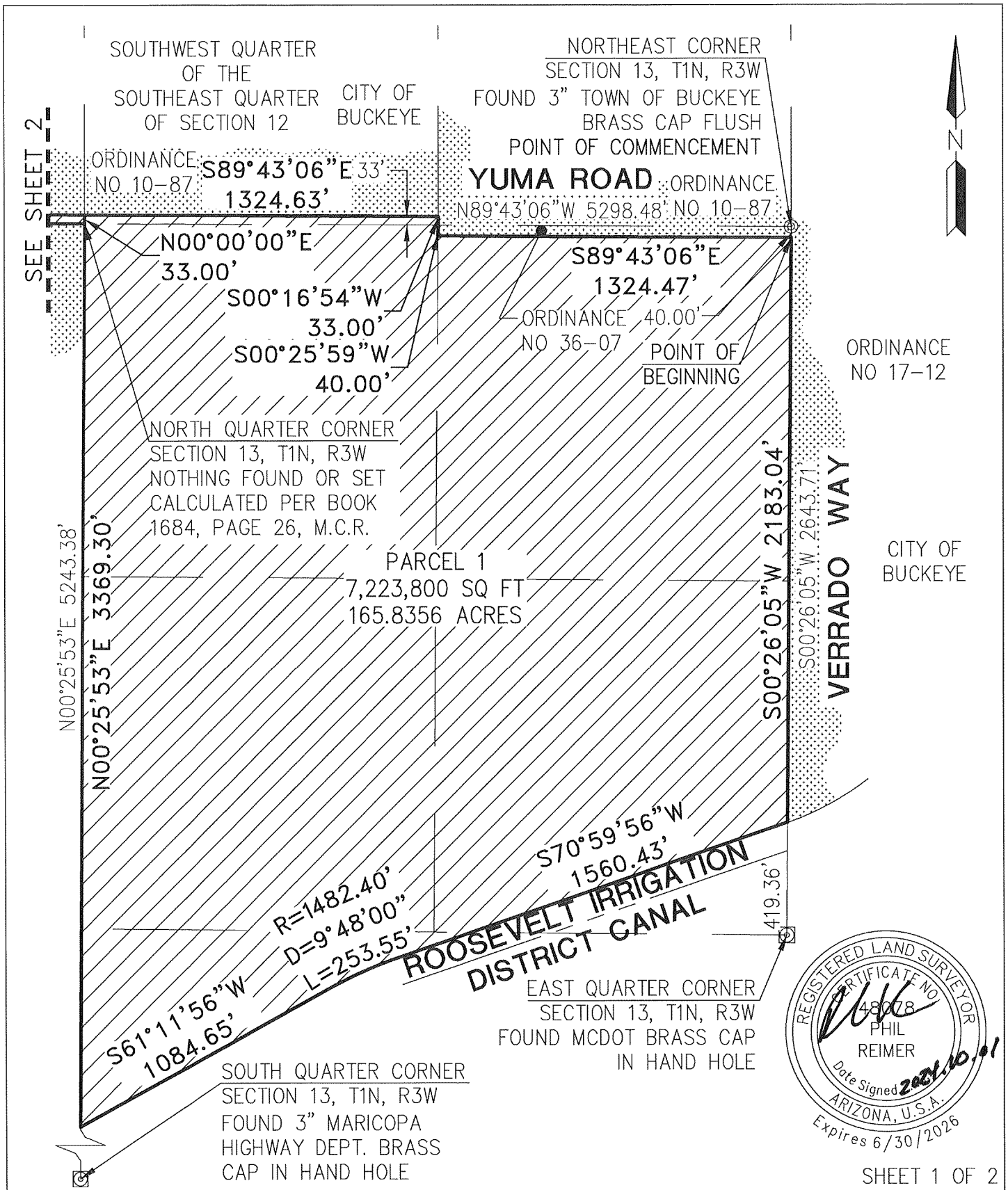
The south 33.00 feet of the Southwest quarter of said Section 12.

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

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

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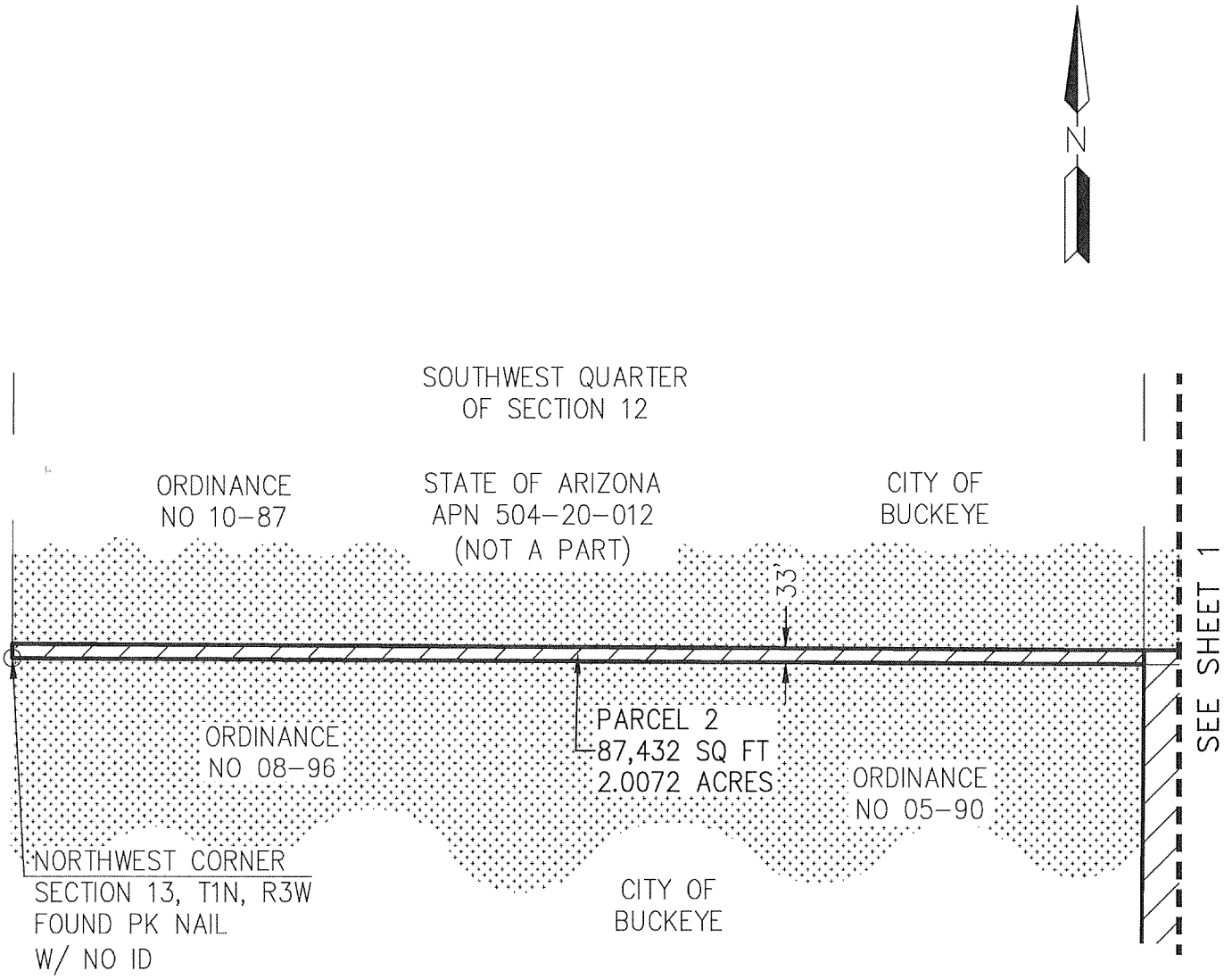



SHEET 2 OF 2

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ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Maricopa)

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 - Arizona
Maricopa County
Commission # 203396564
My Comm. Exp. June 22, 2026

Keri Hernandez
Notary Public

My Commission Expires: June 22, 2026

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20250115851 03/04/2025 11:13
ELECTRONIC RECORDING

When Recorded, return to:

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

006060-6-1-1--
garciac

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)
3/17/25	TODD HOLZER	Todd Holzer			

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On February 17, 2025 before me, Melissa Janel Tadayon, Notary Public
(insert name and title of the officer)

personally appeared Todd Holzer,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

MELISSA JANEL TADAYON
Notary Public - California
San Diego County
Commission # 2410596
My Comm. Expires Jul 27, 2026

Signature Melissa J. Tadayon (Seal)

EXHIBIT A

ANNEXATION
VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
LEGAL DESCRIPTION

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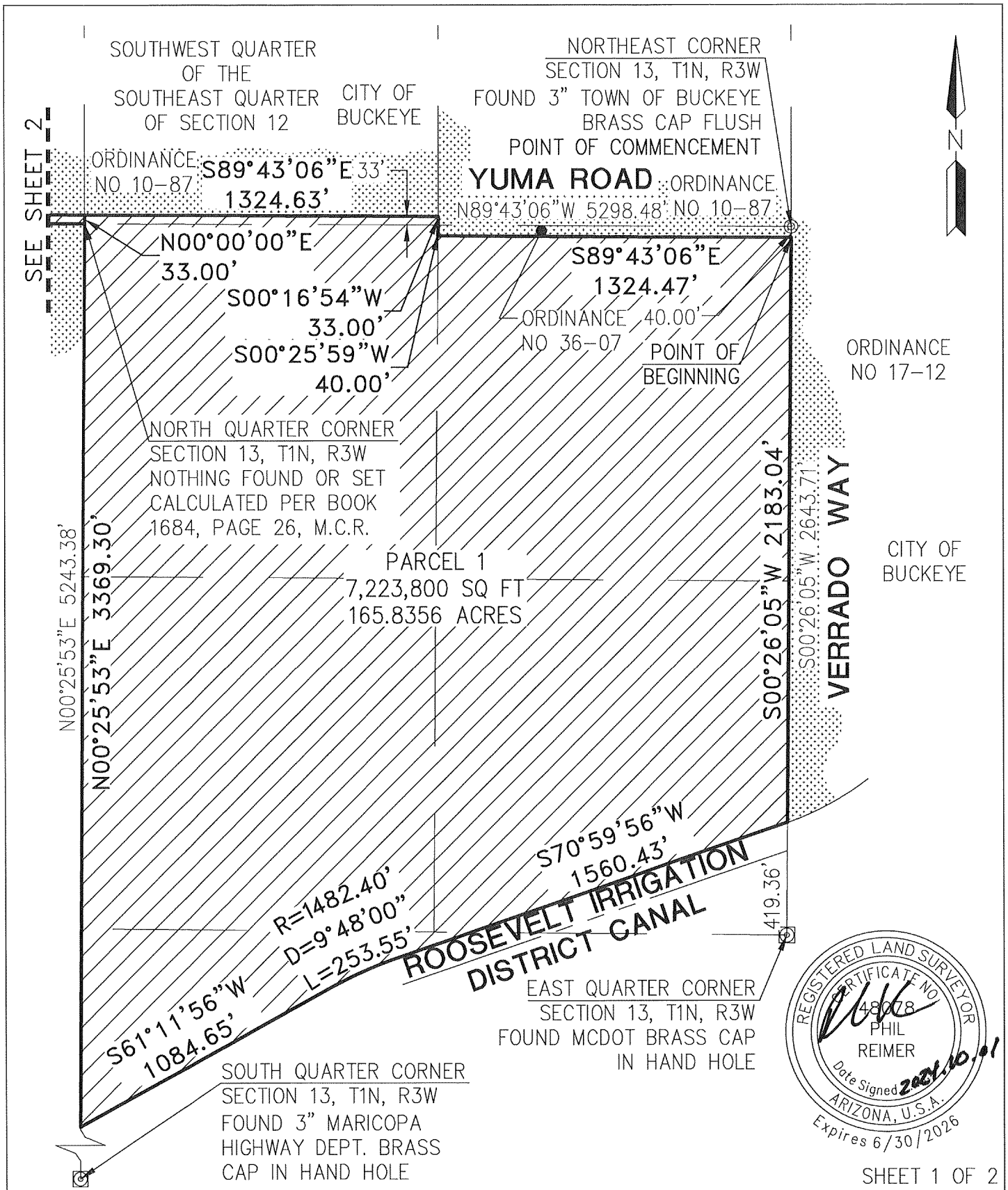
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2561
Date: September 2024





SHEET 1 OF 2

PROJ.NO.:	2561
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SCALE:	N.T.S.
DRAWN BY:	JDL/JK
CHECKED BY:	PR

ANNEXATION

VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA RD
BUCKEYE, ARIZONA

EXHIBIT B

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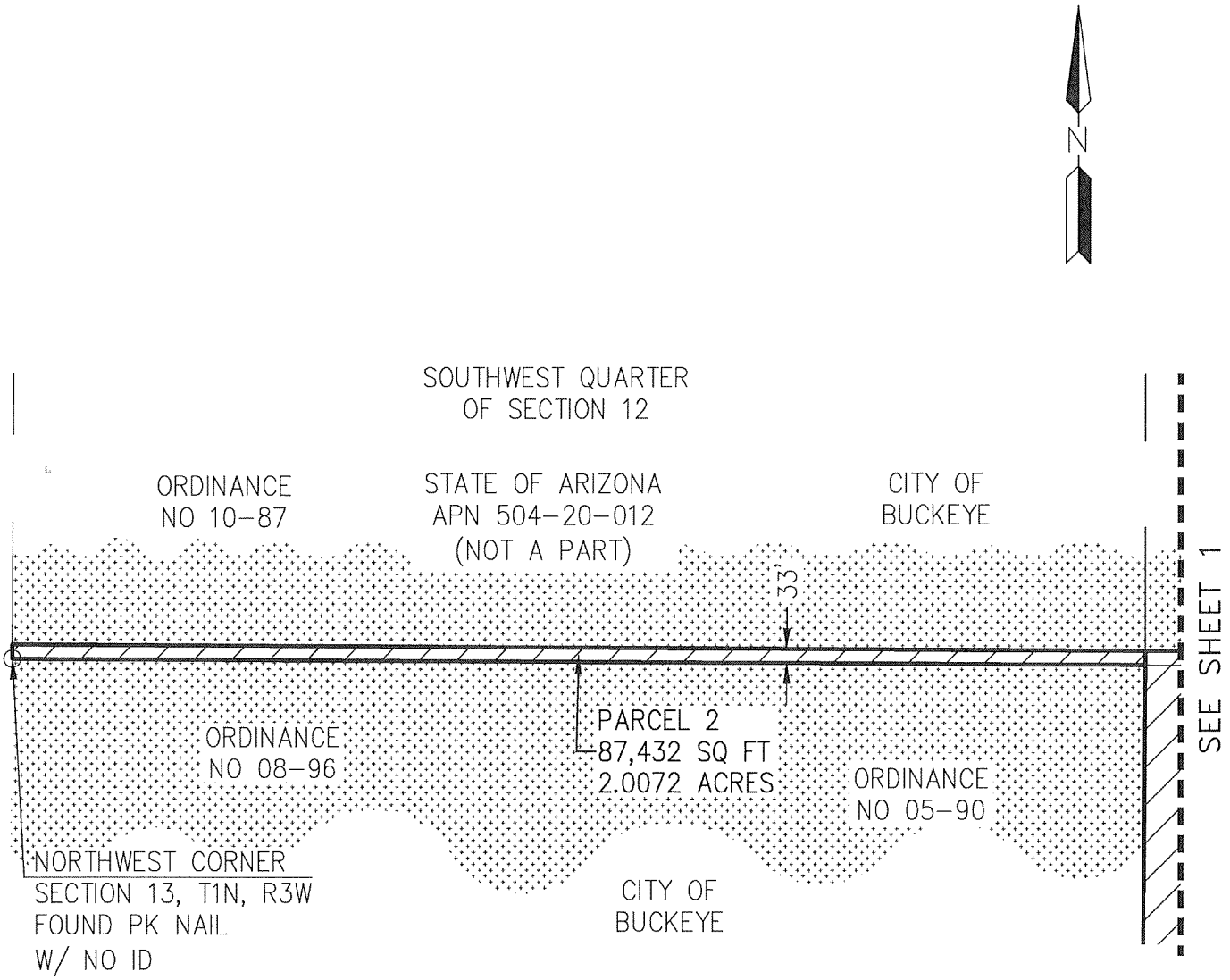



SHEET 2 OF 2

PROJ.NO.:	2561
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ANNEXATION

VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
BUCKEYE, ARIZONA

EXHIBIT B

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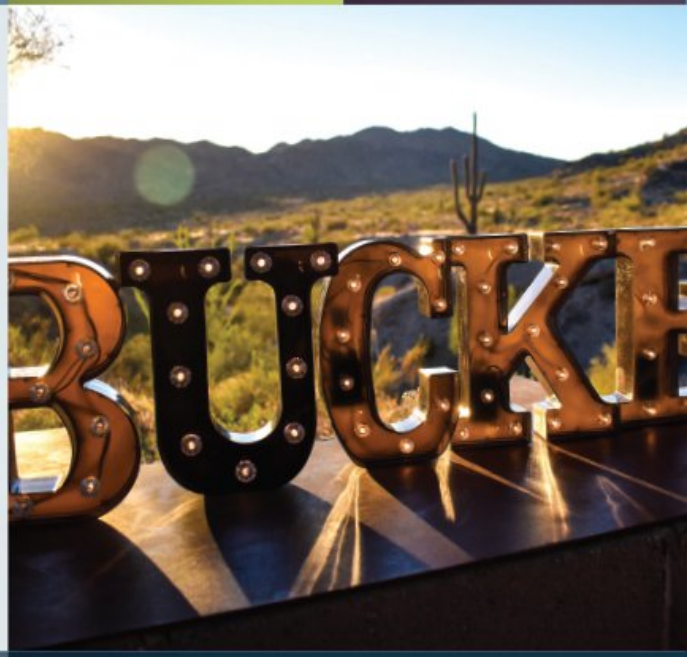
SWC Verrado Way & Yuma Road Annexation



PLZM-24-0006

Mayor and City Council – April 15, 2025

BUCKEYE, AZ

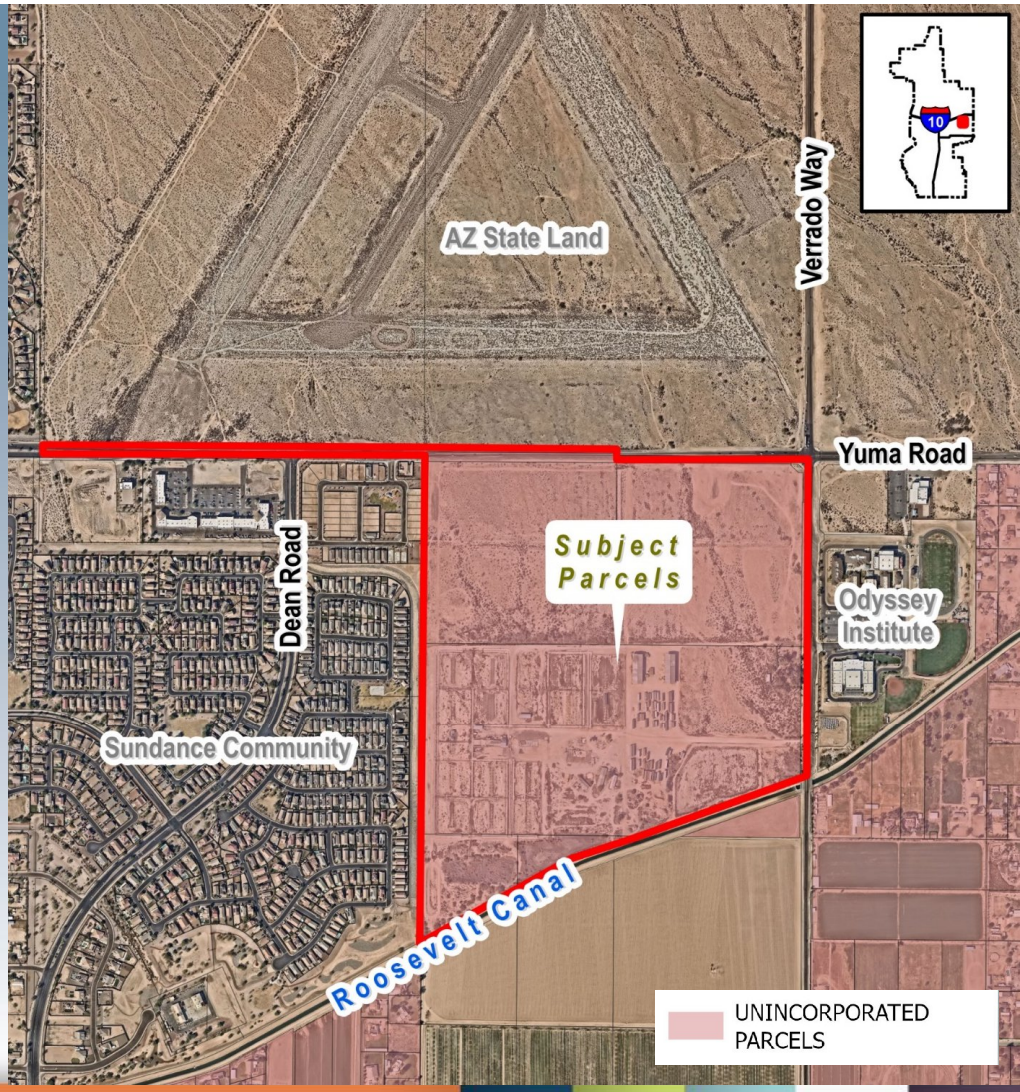
buckeyeaz.gov

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

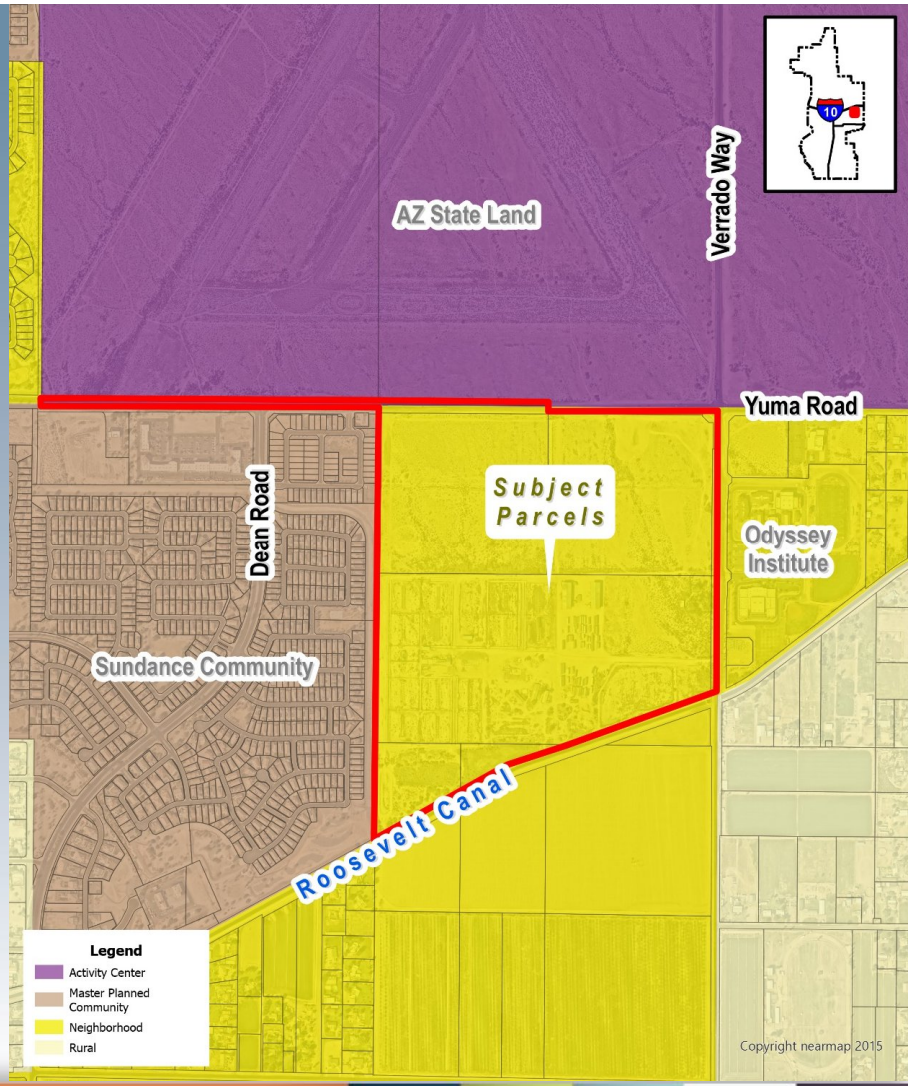
Site Context

- 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)



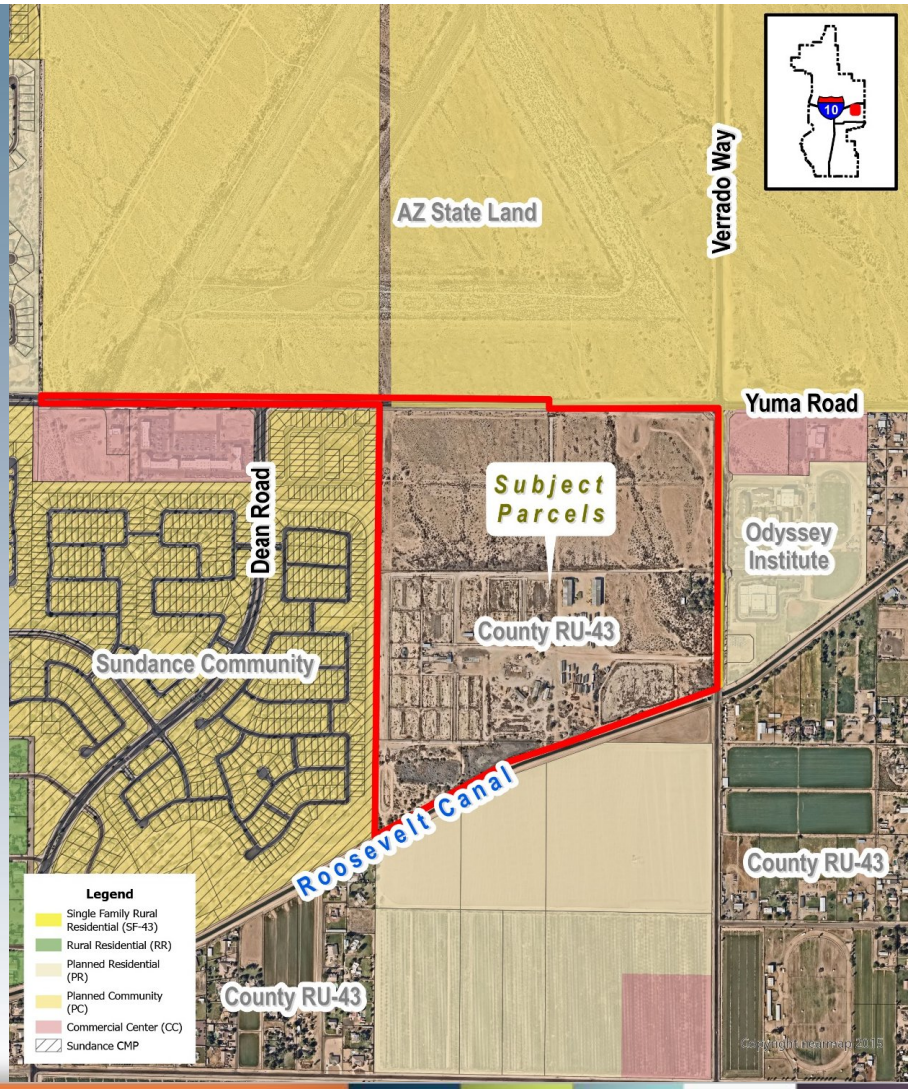
General Plan Land Use

- 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)



- Request meets eligibility requirements established by state statute
- Blank Petition recorded on January 7, 2025
- No speakers during first Council public hearing on February 4, 2025
- Petition signed and recorded after waiting period
- All notices completed; no public comment received to date on annexation request
- No outstanding issues from reviewing departments

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20250115851 03/04/2025 11:13
ELECTRONIC RECORDING

When Recorded, return to:

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

006060-6-1-1--
garciac

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)
2/17/25	TODD HOLZER	Todd Holzer			

BUCKEYE, AZ

Recommendation

- Conduct a public hearing
- Adopt Ordinance No. 12-25

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 12-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 167.8 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF VERRADO WAY AND YUMA ROAD.

WHEREAS, the City of Buckeye, Arizona (the "City") desires to annex certain territory, which is contiguous to the City; and

WHEREAS, on January 7, 2025 a blank petition was filed with the Maricopa County Recorder's office, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

WHEREAS, on February 4, 2025, the Council held a Public Hearing to discuss this annexation proposal; and

WHEREAS, at least six (6) days before the public hearing and at least fifteen (15) days before the end of the thirty-day waiting period following the filing of the blank petition with the Maricopa County Recorder's office, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six (6) days before the public hearing, notice was also posted in at least three (3) conspicuous public places in the territory proposed to be annexed, sent by first-class mail to the clerk of the Maricopa County Board of Supervisors and the County assessor, and sent by first-class mail with an accurate map of the territory to be annexed to each owner of real and personal property that would be subject to taxation by the City in the event of annexation; and

WHEREAS, within one (1) year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Mayor and Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, as shown by the last assessment of the property, asking that the property be annexed to the City; and

WHEREAS, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory have been made after the petition had been signed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk; together with the original petition referred to herein; and

WHEREAS, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements.

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 territory legally described on Exhibit A and depicted on Exhibit B, incorporated herein by this express reference, is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty (30) days from the date of adoption of this Ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this Ordinance, together with all exhibits hereto, with the Maricopa County Recorder's office immediately after this annexation becomes final.

Section 5. The territory annexed by this Ordinance shall be initially zoned and shown on the City's official zoning map as Residential 43 (R1-43).

Section 6. The Mayor and Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. Ordinance No. 44-23 is hereby repealed.

Section 8. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps and to 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 15th day of April, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A

Legal Description

(consisting of 2 pages)

EXHIBIT A

ANNEXATION
VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
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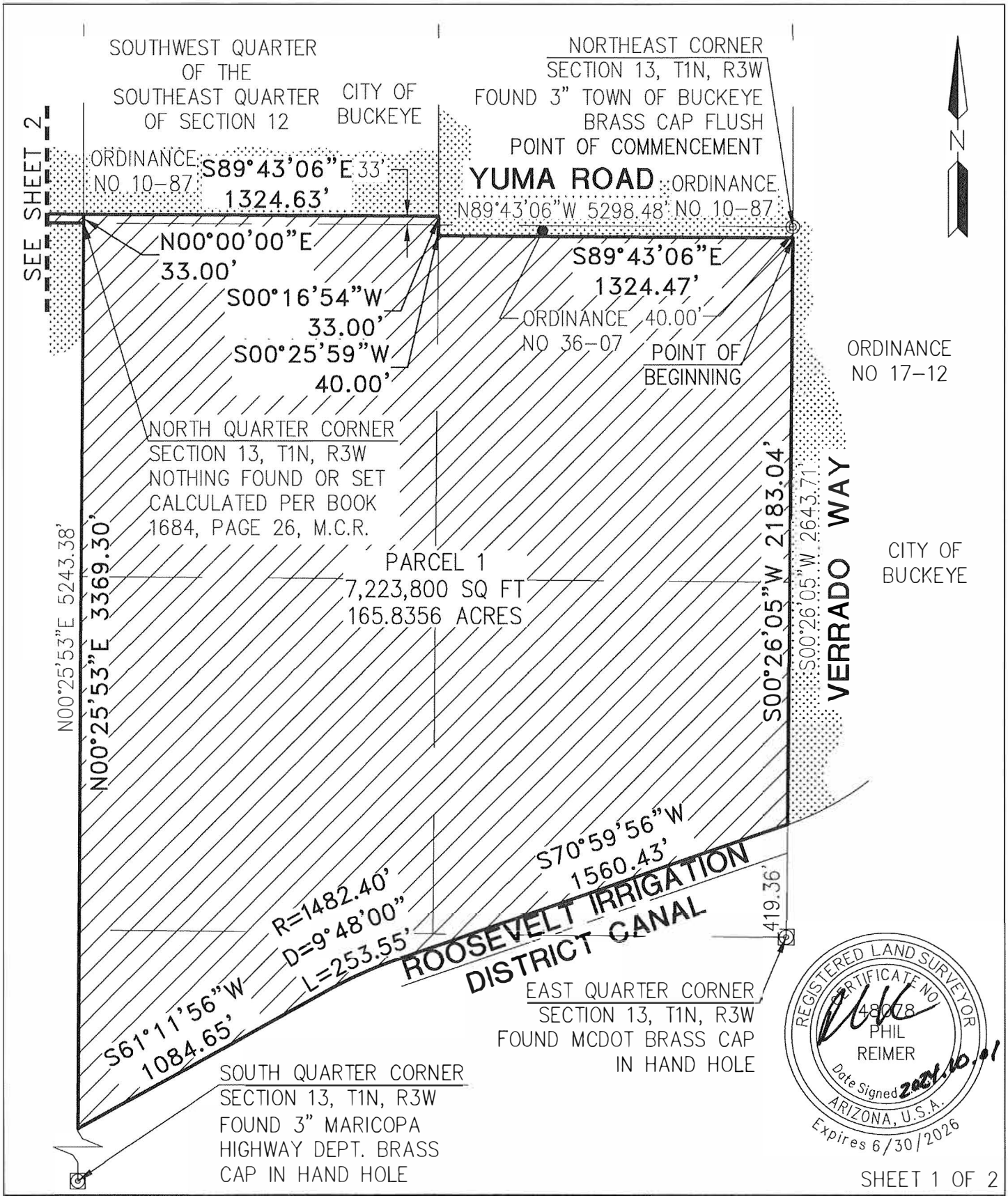
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2561
Date: September 2024



EXHIBIT B

Depiction

(consisting of 2 pages)



SHEET 1 OF 2

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CHECKED BY:	PR

ANNEXATION

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BUCKEYE, ARIZONA

EXHIBIT B

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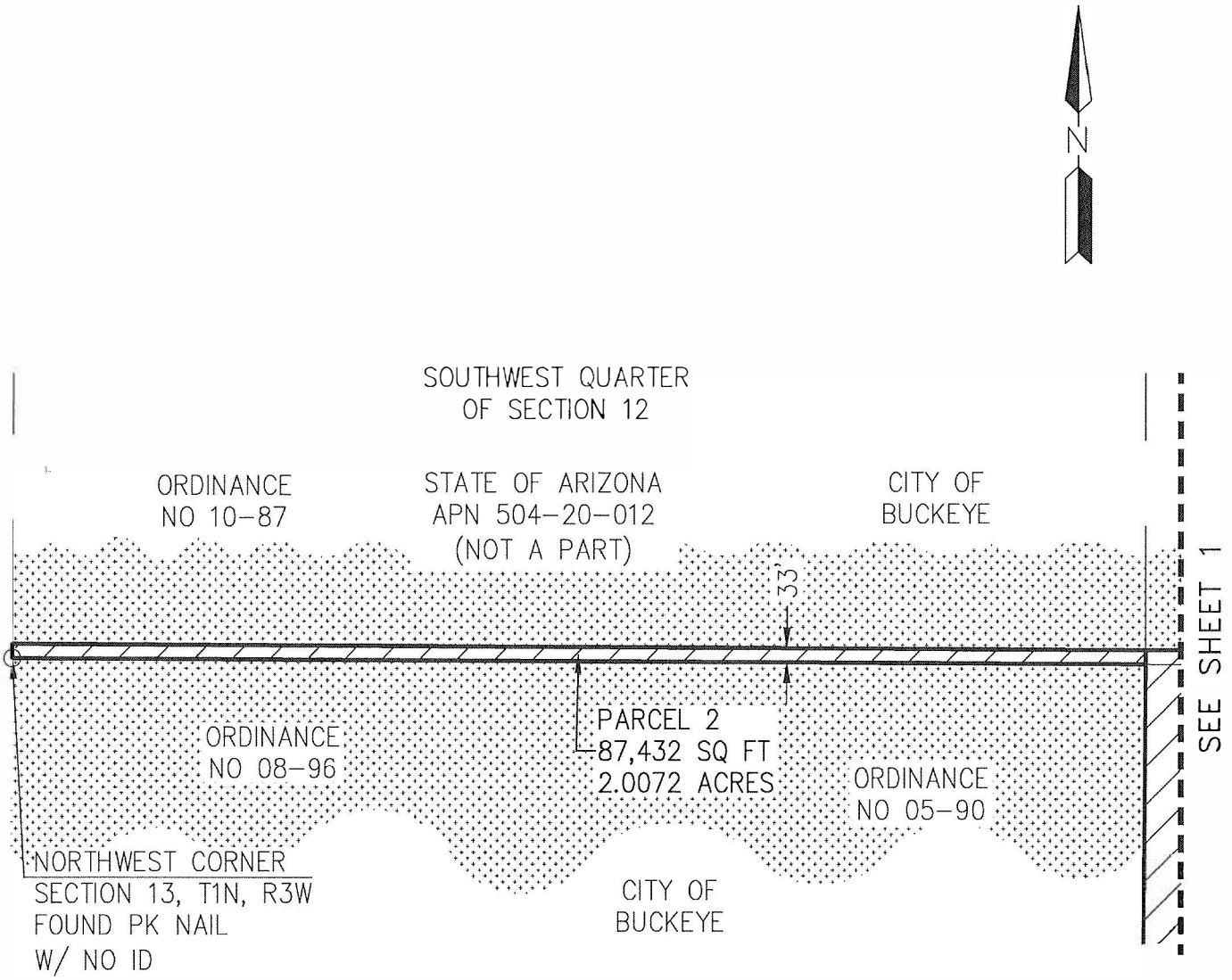



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DATE:	SEP 2024
SCALE:	N.T.S.
DRAWN BY:	JDL/JK
CHECKED BY:	PR

ANNEXATION

VAN LEEUWEN - S.W.C. OF VERRADO WAY & YUMA ROAD
BUCKEYE, ARIZONA

EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 5.C. DS - PH - Southwest Corner of Verrado Way and Yuma Road Minor General Plan Amendment
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 2
STAFF LIAISON: Mandy Woods, Principal 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 and take action on Resolution No. 14-25 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the Land Use Designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce.

SUMMARY

PROJECT DESCRIPTION:
The Imagine Buckeye 2040 General Plan (“Imagine Buckeye” or “General Plan”) is used by the City to guide Buckeye’s future 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. A General Plan Amendment changes a portion of the City's approved General Plan, often either a change to the Land Use Map identifying future land uses envisioned for a property, or a change to the text within the document.

Jeffrey Blilie of Gilbert Blilie, PLLC, on behalf of owner and developer Sunbelt Land Holdings LP, is requesting approval of a Minor General Plan Amendment (Minor GPA), Case No. PLZU-24-0004, to change the land use designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce. On March 25, 2025, the Planning and Zoning Commission recommended approval of the Minor General Plan Amendment to City Council.

Concurrent requests to annex and rezone the subject property (and additional adjacent land area) from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD) are scheduled for consideration at this same Council meeting. The proposed PAD zoning would allow for a combination of residential, commercial, and smaller-scale, high-quality business park development on the 160-acre property. The boundary of the Minor General Plan Amendment corresponds with the proposed business park development unit identified within the PAD, Parcel F; the remainder of uses identified within the PAD shall conform with the existing Neighborhood land use designation. Approval of this Minor General Plan Amendment is required for the proposed rezoning to conform to the City’s General Plan.

Please review attached staff report and exhibits for additional information and analysis.

BENEFITS:
Approval of this Minor General Plan Amendment and companion rezoning case will facilitate development of a needed smaller scale business park product, furthering the City's economic development goals by providing employment opportunities for nearby residents while ensuring compatibility with existing and planned residential uses in the vicinity of the site.

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:
PLZU-24-0004 - SWC Verrado & Yuma GPA - Staff Report - CC20250415.docx
Exhibit A - PLZU-24-0004 - SWC Verrado & Yuma GPA - Vicinity Map - CC20250415.pdf
Exhibit B - PLZU-24-0004 - SWC Verrado & Yuma GPA - Existing Land Use - CC20250415.pdf
Exhibit C - PLZU-24-0004 - SWC Verrado & Yuma GPA - Proposed Land Use - CC20250415.pdf
Exhibit D - PLZU-24-0004 - SWC Verrado & Yuma GPA - Existing Zoning - CC20250415.pdf
Exhibit E - PLZU-24-0004 - SWC Verrado & Yuma GPA - Proposed Zoning - CC20250415.pdf
Exhibit F - PLZU-24-0004 - SWC Verrado & Yuma GPA - Narrative - CC20250415.pdf
Exhibit G - PLZU-24-0004 - SWC Verrado & Yuma GPA - CPR - CC20250415.pdf
PLZU-24-0004 PLZZ-24-0005 - Verrado & Yuma Annex GPA PAD - Presentation - CC20250415.pptx
Resolution No. 14-25.pdf

MINOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZU-24-0004
TITLE:	SWC Verrado Way & Yuma Road Minor General Plan Amendment
MEETING DATE:	April 15, 2025

Applicant/Owner:	Jeffrey Blilie, Gilbert Blilie, PLLC, on behalf of Sunbelt Land Holdings LP
Request:	Minor General Plan Amendment changing the land use designation from Neighborhood to Business Commerce
District:	2
Location:	Approximately 1,200 feet south of the Southwest Corner of Verrado Way and Yuma Road (Exhibits A, B, C, D, and E)
Site size:	Approximately 45.9 acres
Public input:	No comments in support or opposition of the proposal have been received to date; one speaker asked questions during the Planning & Zoning Commission public hearing for this item.
Recommendation:	Conduct a Public Hearing and Adopt Resolution No. 14-25

PROJECT DESCRIPTION:

1. The Imagine Buckeye 2040 General Plan ("Imagine Buckeye" or "General Plan") is used by the City to guide Buckeye's future 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. Jeffrey Blilie of Gilbert Blilie, PLLC, on behalf of owner Sunbelt Land Holdings LP, is requesting approval of a Minor General Plan Amendment (Minor GPA) changing the land use designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce. The applicant's Minor GPA narrative is included as Exhibit F.
3. A concurrent request (case PLZM-24-0006) to annex the subject property and additional adjacent land area and adjacent right-of-way, totaling 167.8 acres, is underway; the blank petition public hearing occurred at the February 4, 2025 City Council hearing, and the annexation is scheduled for consideration of approval at the same City Council hearing as this Minor GPA request.
4. A concurrent request to rezone the subject property and additional adjacent land area (totaling 160 acres) from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD) is scheduled for consideration of approval at this same City Council meeting (case PLZZ-24-0005). The R1-43 zoning district is the closest equivalent City zoning district to the current Maricopa County Rural 43 (RU-43) zoning. The proposed PAD zoning would allow for approximately 100 acres of residential, approximately 14 acres of commercial, and just under 46 acres of smaller-scale, high-quality business park development on the 160-acre property. The boundary of the Minor GPA corresponds with the proposed business park development unit identified within the PAD (Parcel F); the remainder of uses identified within the PAD conform to the existing Neighborhood land use designation. Approval of this Minor GPA is required for the proposed rezoning to PAD to conform to the City's General Plan.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Former Dairy Farm	Neighborhood	Maricopa County Rural-43 (RU-43); to be assigned Buckeye Single-Family Residential 43 (R1-43) upon annexation

North (across Yuma Road)	Vacant auxiliary field, owned by the Arizona State Land Department	Activity Center (The Landing)	Planned Community (PC)
South (across RID Canal)	Agricultural land	Neighborhood	Planned Residential (PR) and Maricopa County Rural-43 (RU-43)
East (across Verrado Way)	Odyssey Institute and future commercial corner (storage and retail)	Neighborhood	Planned Residential (PR) and Commercial Center (CC)
West	Sundance single-family residential community	Master Planned Community	Planned Community (PC) with Community Master Plan (CMP) Overlay (Sundance CMP)

PUBLIC PARTICIPATION SUMMARY:

6. A neighborhood meeting, providing an opportunity for interested parties to learn more about the Minor GPA and concurrent PAD rezoning request, was held on November 13, 2024 at 6:00 P.M. at the Buckeye Library – Coyote Branch. As required by the Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on October 28, 2024, at least 15 days prior to the date of the meeting.
7. Attendees included a representative from the applicant's project team and City staff. No residents attended the neighborhood meeting. Outside of the neighborhood meeting, staff has not received any written or verbal feedback from the public pertaining to this request.
8. All required notifications were completed at least 15 days in advance of the Planning & Zoning Commission and City Council public hearing dates, as follows.
9. Table 2: Public Notices:

Notification Element	Date
Legal Notice published in the Arizona Republic	March 7, 2025
Site Posting	March 10, 2025
Mailing Notice to Property Owners Within 500'	March 7, 2025

10. The project team documented in Exhibit G (Citizen Participation Report) that two neighbors inquired with questions on November 5, 2024, but no formal opposition or support for the Minor GPA has been received.
11. During the public hearing for this item at the Planning & Zoning Commission meeting on March 25, 2025, one neighbor asked questions generally pertaining to water/irrigation

rights, sewer improvements, and the multi-family products expected as part of the overall development.

BACKGROUND:

12. *February 4, 2025:* The first of two required City Council public hearings to consider annexation of the subject property was held.
13. *March 25, 2025:* Planning and Zoning Commission recommended approval of the Minor General Plan Amendment and rezoning (with conditions) to City Council.

ANALYSIS:

14. Any change to the General Plan's Future Land Use Map involving more than 160 acres or any change within the Luke Compatibility Area (LCA) land use designation require a Major GPA. Any requests that do not meet the Major GPA criteria are considered Minor GPA requests. Comprised of 45.9 acres and not located within the LCA, this proposal constitutes a Minor GPA.
15. The purpose of the existing and proposed General Plan land use designations is as follows:
    a. 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.
    b. 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.
16. The Business Commerce designation is requested on 45.9 acres to accommodate development of light industrial, office, manufacturing, and/or limited retail uses in a business park setting.
17. The PAD includes a proposed land use plan. Parcel F (the Business Commerce development unit) is ideally located off Verrado Way and two internal collector roadways which provide buffering from other Parcels within the PAD. The less intense and lower density single-family residential development units are located westward within the land use plan, internal to the site, forming a logical land use transition adjacent to the existing Sundance Community. All other uses (neighborhood scale commercial at the intersection,

surrounded by anticipated multi-family and transitioning south to business park uses) are located along major roads and at the periphery of the site.

18. Unlike the Employment land use designation, the proposed Business Commerce designation does not support larger scale or heavier industrial uses. To ensure the character of development aligns with the land use designation, the concurrent PAD prohibits cross-dock warehousing and limits warehouse buildings to a maximum size of 150,000 square feet (up to 200,000 square feet is possible only through an approved Conditional Use Permit request).
19. In addition to the proposed Minor GPA and concurrent rezoning to PAD, the subject property will require approval of a Site Plan application. At the time of that submittal, Staff will ensure that the proposed development features high quality design that minimizes views of any industrial function within the business park to confirm consistency with the Business Commerce land use designation.
20. The Minor GPA and companion rezoning are supported (with conditions) because the proposal:
    a. Will allow for development of a needed smaller scale business park product that complements uses that are appropriate adjacent to the Activity Center to the north ("The Landing").
    b. Will further the City's economic development goals, indicated 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."
    c. Will provide employment opportunities for nearby residents, supporting General Plan Goal G-4, "Mixed-use land patterns are developed in appropriate areas throughout the community."
    d. Will support the development of a larger project with a variety of residential and non-residential land uses which are strategically located to ensure compatibility with surrounding uses, particularly the existing Sundance Community to the west.
21. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Development Services, including Planning and Civil Engineering/Survey
    b. Fire
    c. Police
    d. Public Works
    e. Traffic Engineering
    f. Water Resources

RECOMMENDATION:

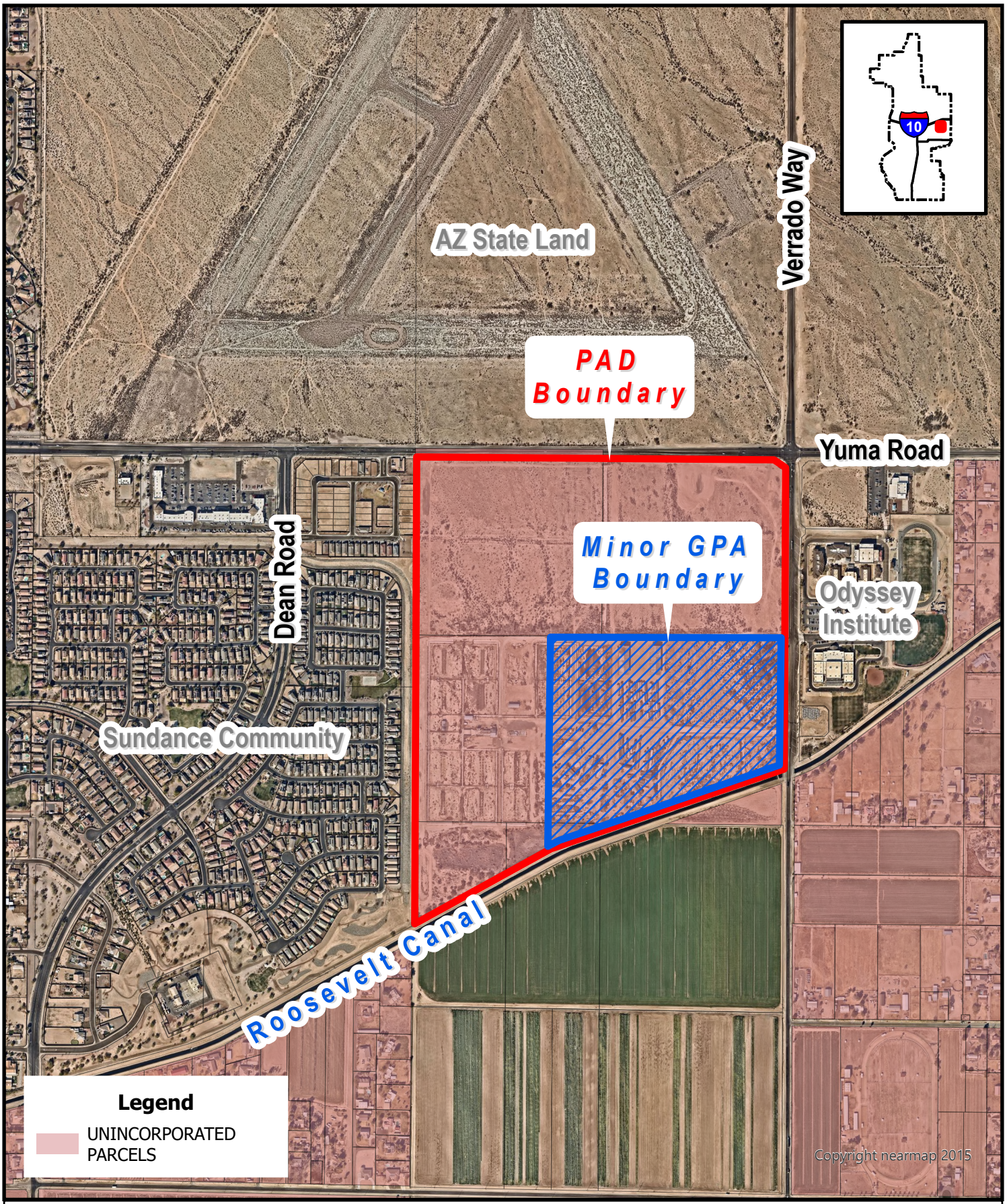
22. Staff recommends the City Council conduct a public hearing and adopt Resolution No. 14-25, approving a Minor General Plan Amendment for SWC Verrado Way & Yuma Road (Case PLZU-24-0004).

ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Existing General Plan Land Use Map
Exhibit C – Proposed General Plan Land Use Map
Exhibit D – Existing Zoning Map
Exhibit E – Proposed Zoning Map
Exhibit F – General Plan Amendment Narrative
Exhibit G – Citizen Participation Report

Prepared By:
Mandy Woods, AICP, CFM, Principal Planner

Reviewed By:
Ken Galica, Planning Manager



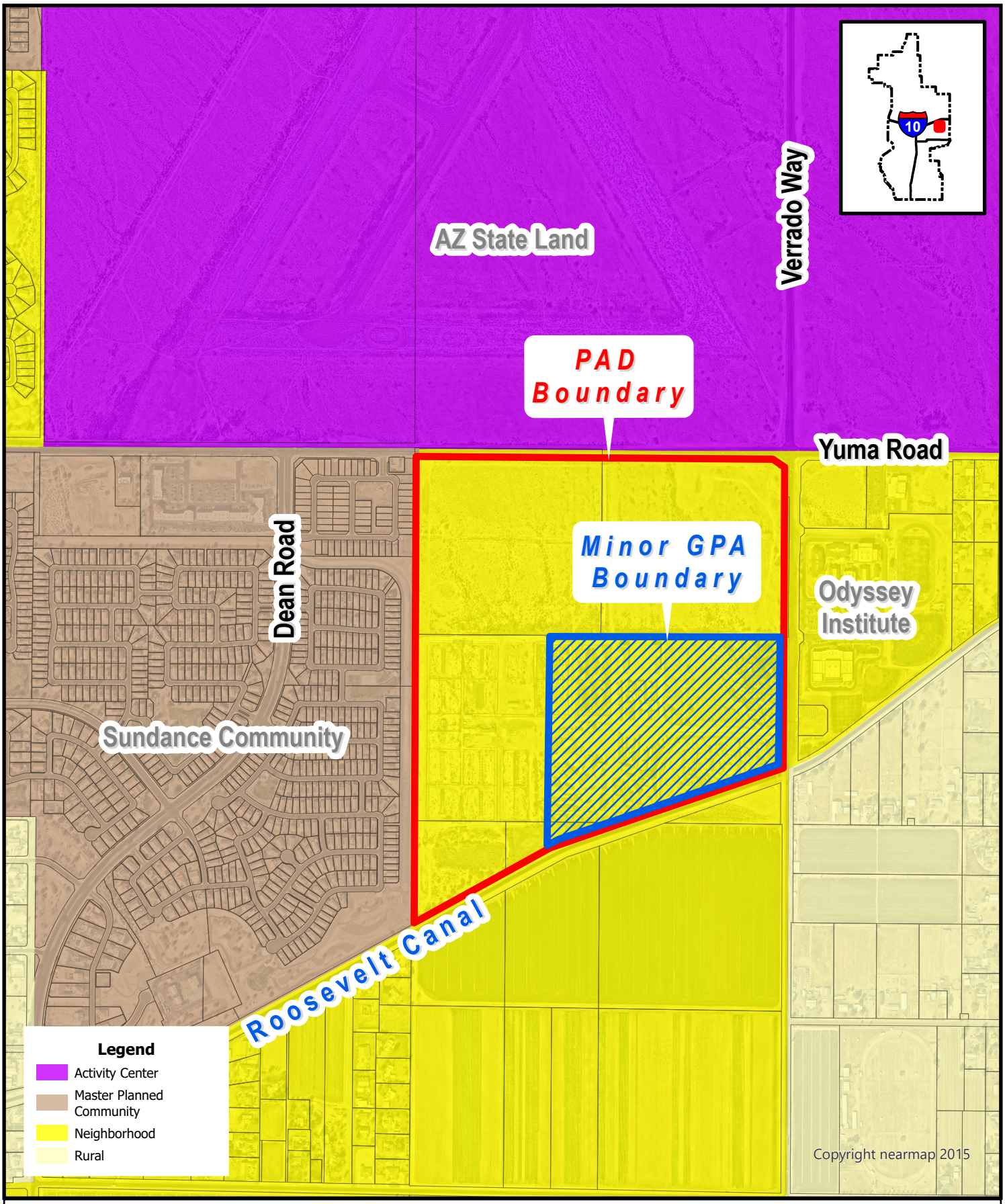
VICINITY MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ



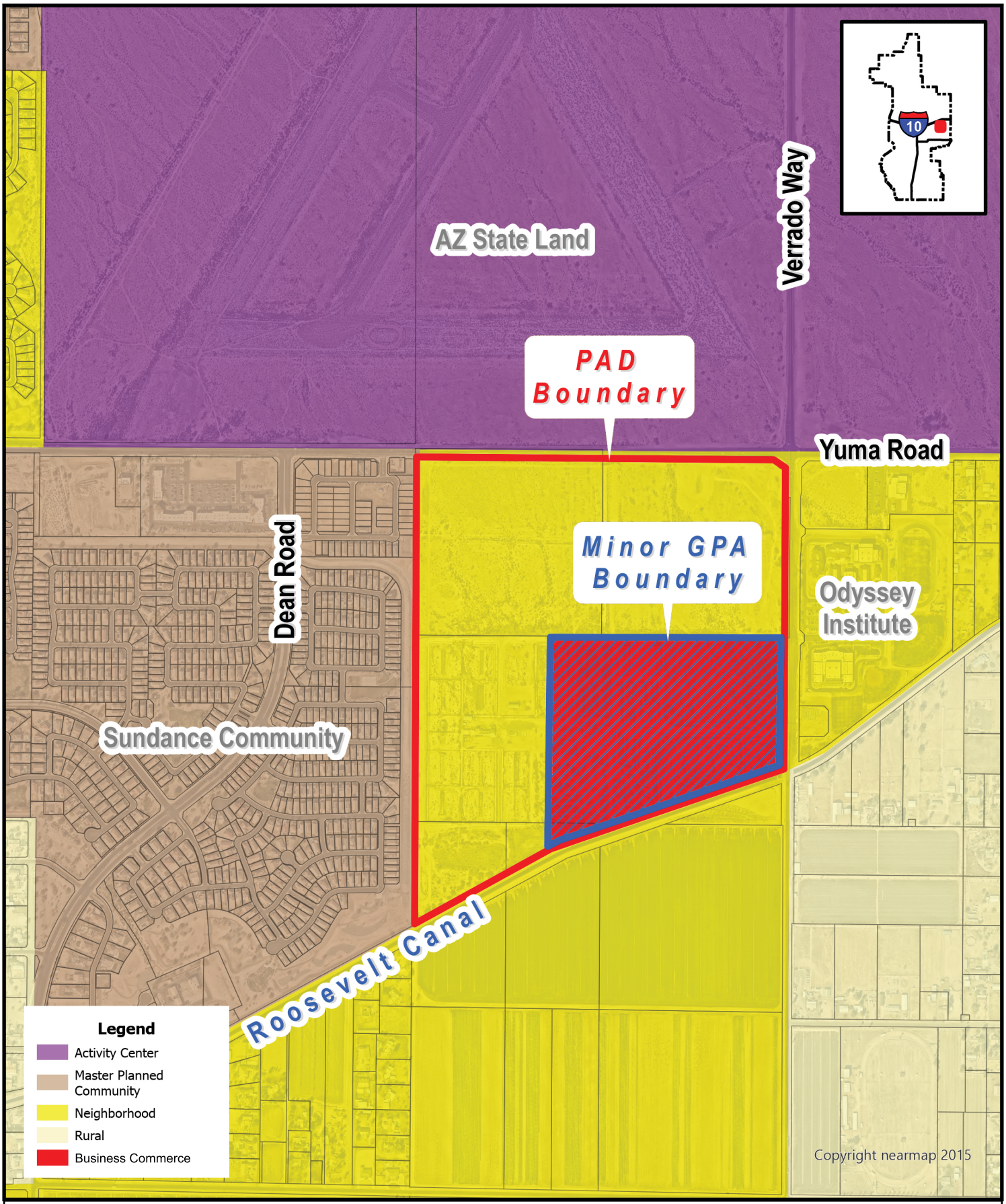
EXISTING GENERAL PLAN LAND USE MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ



PROPOSED GENERAL PLAN LAND USE MAP

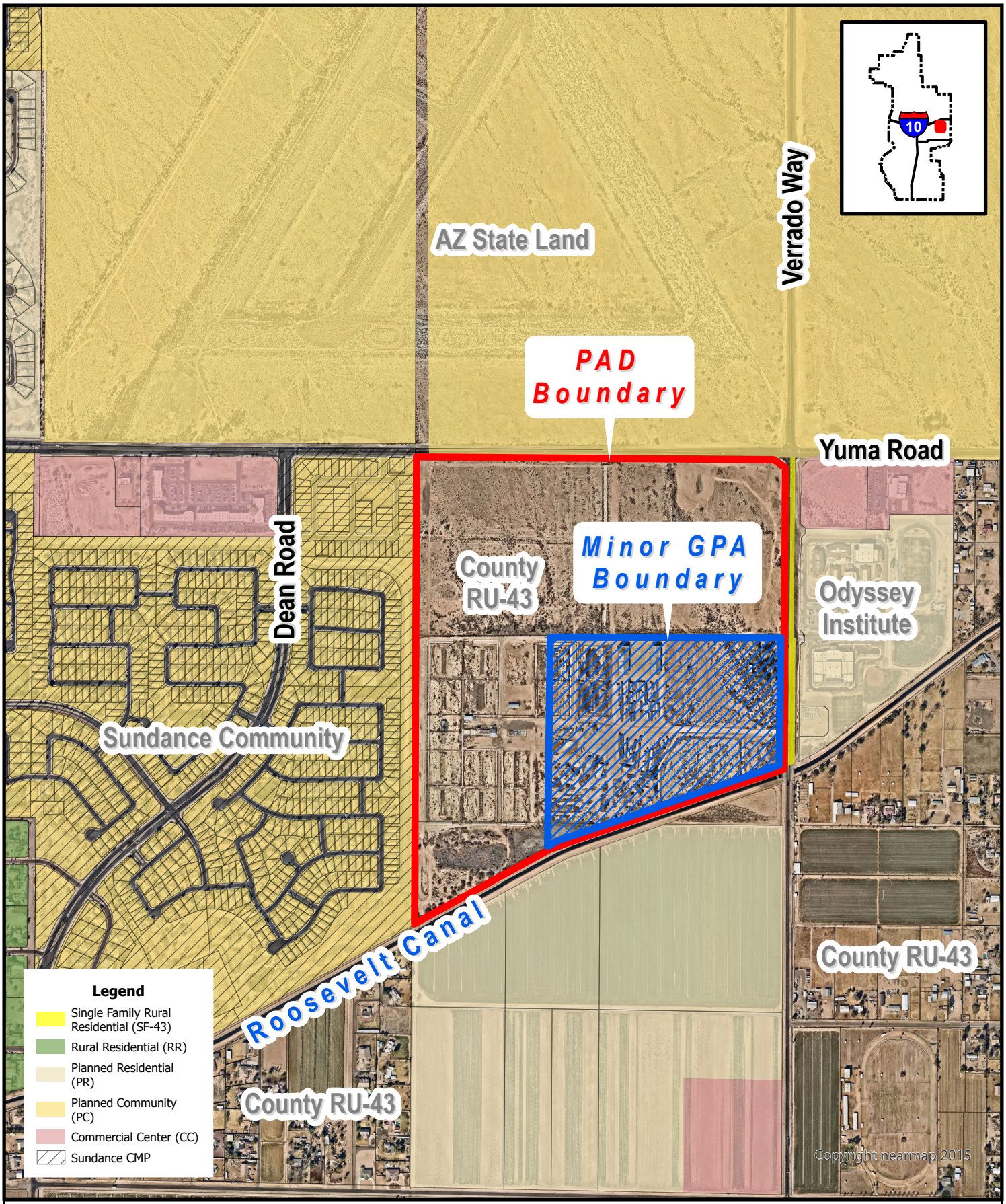
PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ

N W E S



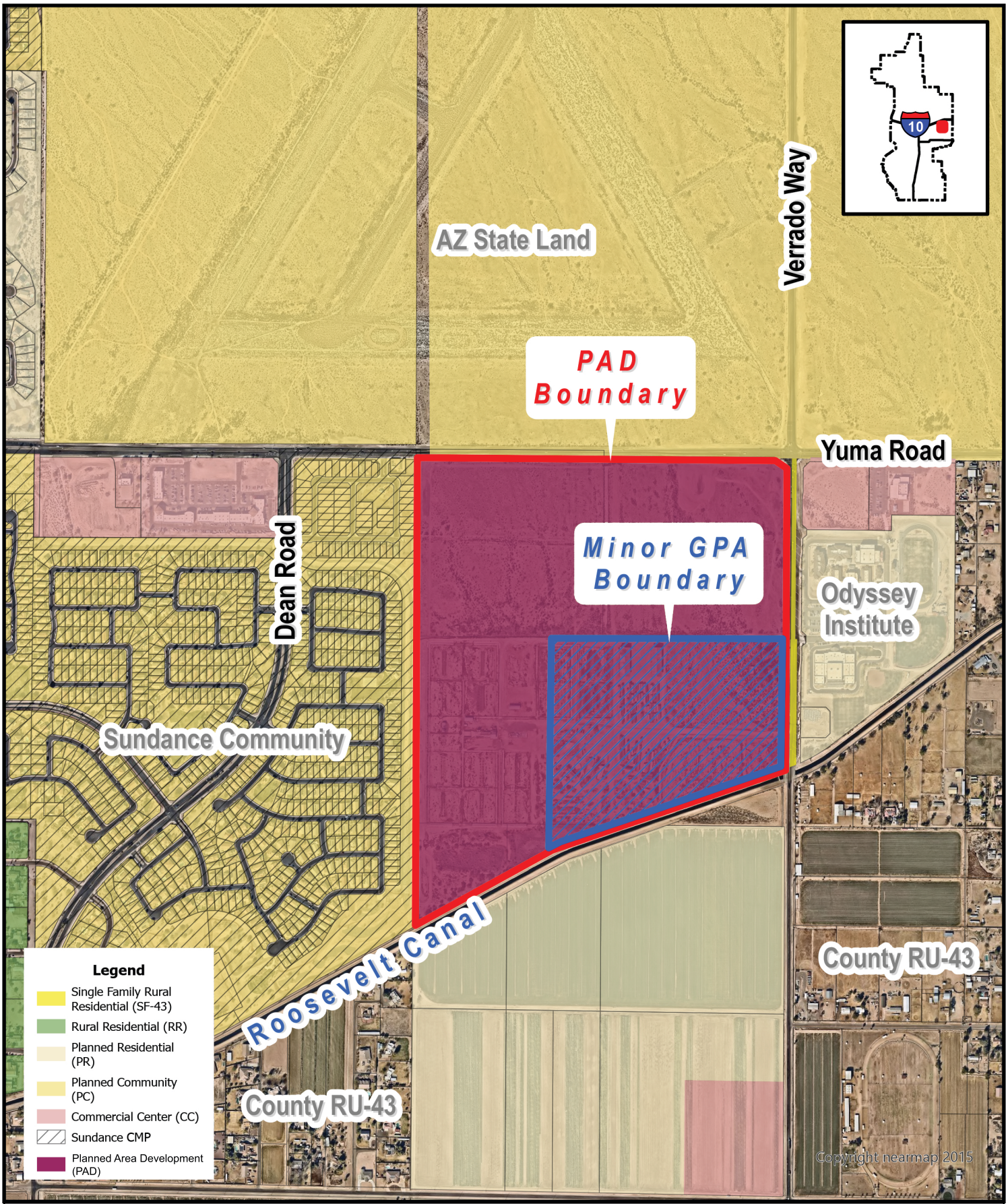
EXISTING ZONING MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ



PROPOSED ZONING MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ

3R PLZU-24-0004 RECEIVED NOV 19 2024 WD

SWC Verrado Way and Yuma Road

Minor General Plan Amendment

Case #: PLZU-24-0004

First Submittal: April 25, 2024

Second Submittal: August 22, 2024

Third Submittal: November 19, 2024

Development Team

Owner and Developer

Sunbelt Land Holdings LP
2555 E Camelback Rd, Suite 610
Phoenix, AZ 85016
Contact: Brooks Griffith
480-869-0240
BGriffith@sunbeltinv.com

Engineering

Colliers Engineering & Design (previously Hilgart Wilson)
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
jblilie@gilbertblilie.com

Table of Contents

1. Description of Request 4
2. Current Site Conditions 4
   2.1 Current General Plan Designation 4
   2.2 Current Zoning 4
3. Intended Plans for Development 4
4. Justification for the Proposed Amendment 5

Exhibits

Exhibit A Vicinity Map 7
Exhibit B Current General Plan Designation 8
Exhibit C Proposed General Plan Designation 9
Exhibit D Current Zoning Designation (Maricopa County) 10
Exhibit E Proposed Zoning 11
Exhibit F Surrounding Zoning (City of Buckeye) 12
Exhibit G PAD Land Use Exhibit 13

1. Description of Request

The request is to amend 45.9 acres of the General Plan land use map on the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce. This area includes a portion of APNs 504-21-006 & 504-21-003J. The subject area and vicinity are shown on Exhibit A.

There are companion annexation and rezone cases for 160 acres, inclusive of these 45.9 acres, at the southwest corner of Verrado Way and Yuma Road.

2. Current Site Conditions

This site is part of a former dairy farm, which currently has structures related to the former Van Leeuwen Dairy. There are plans to remediate the site. The remainder of the dairy farm includes the remainder of the parcel to the west. To the north of the site is vacant and undeveloped land, to the east is the Odyssey Institute for Advanced and International Studies, and to the south is agricultural land. The site is also within the Luke AFB Graduated Density Concept area.

2.1 Current General Plan Designation

The current General Plan designation is Neighborhood. The current General Plan land use designation is shown on Exhibit B. The proposed General Plan designation is shown on Exhibit C.

2.2 Current Zoning

The current zoning on the property is Maricopa County Rural Residential (RU-43), shown on Exhibit D. There is a companion rezone application to change the zoning to Planned Area Development (PAD) upon annexation, shown on Exhibit E. The surrounding zoning is shown on Exhibit F.

3. Intended Plans for Development

The current General Plan land use designation for this corner of Verrado Way and Yuma Road is Neighborhood. It is proposed that 45.9 acres along Verrado Way are amended to be designated Business Commerce as shown on Exhibit C. The purpose of this land use designation amendment is to allow for a range of office uses, and light manufacturing and warehousing uses.

The proposed Business Commerce parcel is a part of a larger site, which is undergoing a companion rezone case to rezone the site to PAD. The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for residential, commercial, and business park uses. The proposed plan for development would locate commercial at the intersection of Verrado Way and Yuma Road with frontage on both roads. Multi-family residential is planned to be located near the commercial site, creating a transition between commercial uses and single-family residential to the west and southwest. The single-family residential parcels will be separated from the other parcels by a collector street. Business park uses are planned along the Verrado Way frontage and will be separated from residential uses by a collector street. The proposed PAD rezone exhibit is shown as Exhibit E. The land use plan associated with this rezone, and which shows the internal collector roads, is included as Exhibit G.

4. Justification for the Proposed Amendment

The current land use plan in the General Plan does not support Business Commerce uses in this location. The Neighborhood land use designation supports residential uses as well as commercial uses that are supportive of neighborhood functions. The Business Commerce designation would allow additional commercial uses as well as business park uses which would activate this area of Buckeye.

Furthermore, this proposed change will increase the Business Commerce potential along Verrado Way. The presence of Business Commerce uses will create a transition between the Activity Center uses to the north and the Employment uses south of Broadway Road, providing a benefit to the surrounding area. The Landing Specific Area Plan, designated as an Activity Center, is located directly north of the site, north of Yuma Road. The uses proposed in the Neighborhood area and the proposed Business Park area on the 160 acres at the southwest corner of Verrado Way and Yuma Road are complementary to the uses proposed at the Landing. Both include a range of residential and commercial uses. Additionally, The Landing contemplates the integration of research and educational spaces, which may be complementary to the business park uses proposed for the subject site. The nearest Business Commerce land use designation is located on the southwest corner of Verrado Way and Roosevelt Street.

This amendment will not adversely impact the community by:

a. **Significantly altering acceptable existing land use patterns, especially in established neighborhoods**
   This area surrounding the proposed site includes some established neighborhoods as well as vacant land and agricultural land. The site is currently a former dairy farm, which is no longer in operation. A companion annexation application has been submitted to annex 159.99 acres, including the proposed General Plan amendment site, from Maricopa County to the City of Buckeye. The annexation application and proposed General Plan amendment application would support growth within the Buckeye Municipal Planning Area.

b. **Significantly reducing the housing to jobs balance in the Planning Area**
   The proposed land use amendment would change a portion of the Neighborhood land use designation at the southwest corner of Verrado Way and Yuma Road. The remainder of this corner is proposed to remain as Neighborhood, thereby maintaining potential for residential development at this intersection. By adding Business Commerce and maintaining most of the Neighborhood designation, the housing to jobs balance will not be reduced.

c. **Replacing employment with residential uses**
   The site is proposed to be Business Commerce and therefore will not be replacing existing employment. The Business Commerce land use designation would support employment opportunities at this site.

d. Requiring additional and more expensive improvements to infrastructure systems and/or replacing proximity to municipal facilities and/or services than are needed to support the prevailing land uses and which, therefore, may impact the level of service for existing and proposed developments in other areas;

The land use proposal is not anticipated to require additional and more expensive infrastructure system improvements, nor does it propose replacing proximity to municipal facilities or services.

e. Increasing traffic (without mitigation measures) on existing roadways that negatively impact existing and planned land uses;

The proposed change from Neighborhood to Business Commerce is not likely to negatively impact existing roadways.

f. Affecting the existing character (i.e., visual, physical and functional) of the immediate area

The proposed land use change will be compatible with the character of the surrounding Neighborhood land use designation. The surrounding Neighborhood uses will create a transition between the proposed Business Commerce uses along Verrado Way and the established Sundance neighborhood.

g. Increasing the exposure of residents to aviation generated noise, safety and / or flight operations

The proposed change will not increase the exposure of residents to aviation generated noise, or safety and/or flight operations. This site is located within the 1-3 mile Luke AFB Graduated Density Concept contour area, but is not proposing residential uses as part of this Minor General Plan Amendment application.

h. Diminishing the environmental quality or the air, water, land, or cultural resources; and

This proposal will not diminish the environmental quality of the air, water, land, or cultural resources in this area. The proposed land use designation would not permit land uses that present hazards to the community.

i. Significantly altering recreational amenities such as open space, parks, and trails.

The proposed amendment will not significantly alter recreational amenities. This parcel is a part of a PAD proposal which sets proposed standards for recreation and open uses.

Exhibit A

Vicinity Map



Exhibit B

Current General Plan Designation

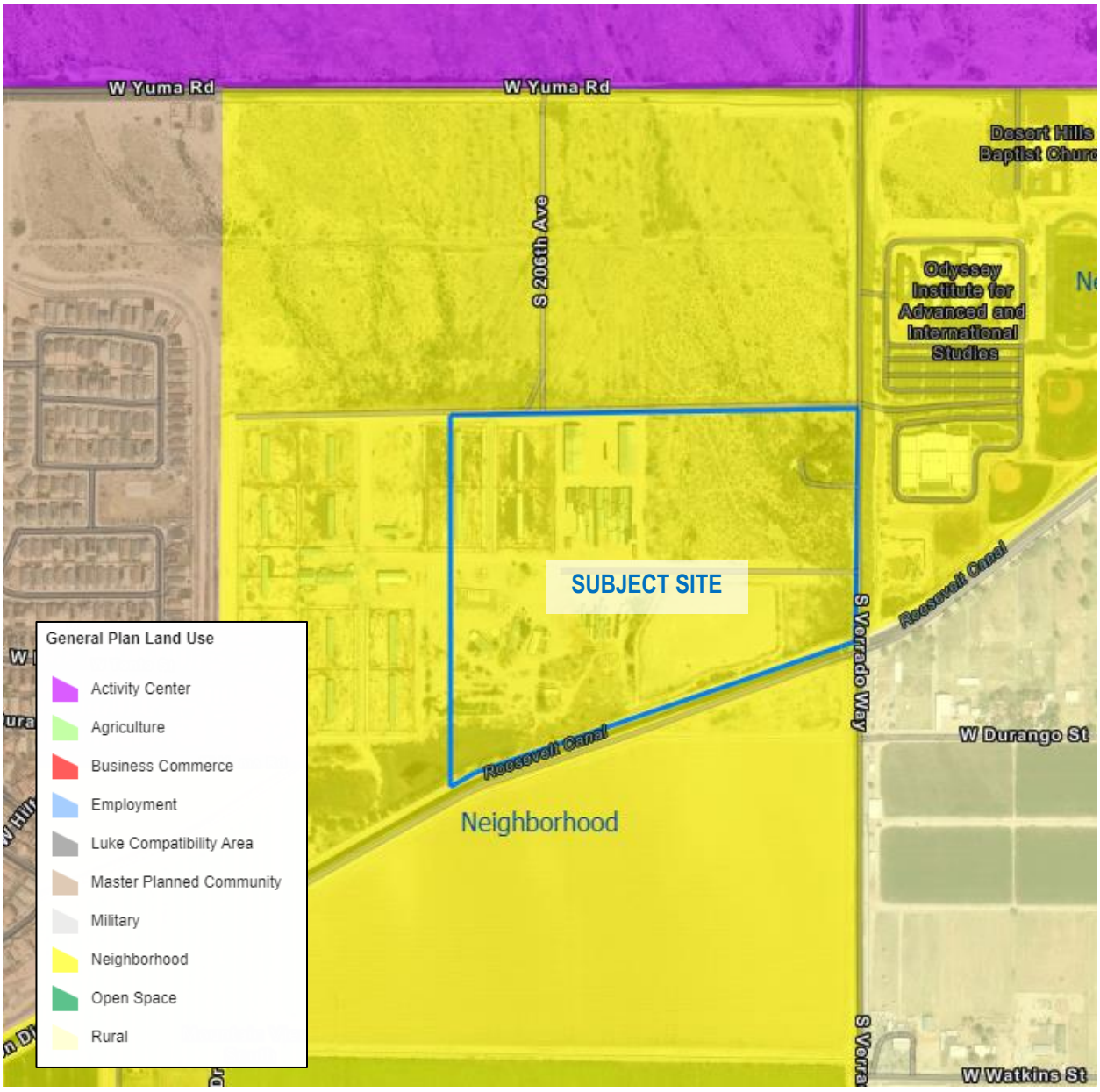
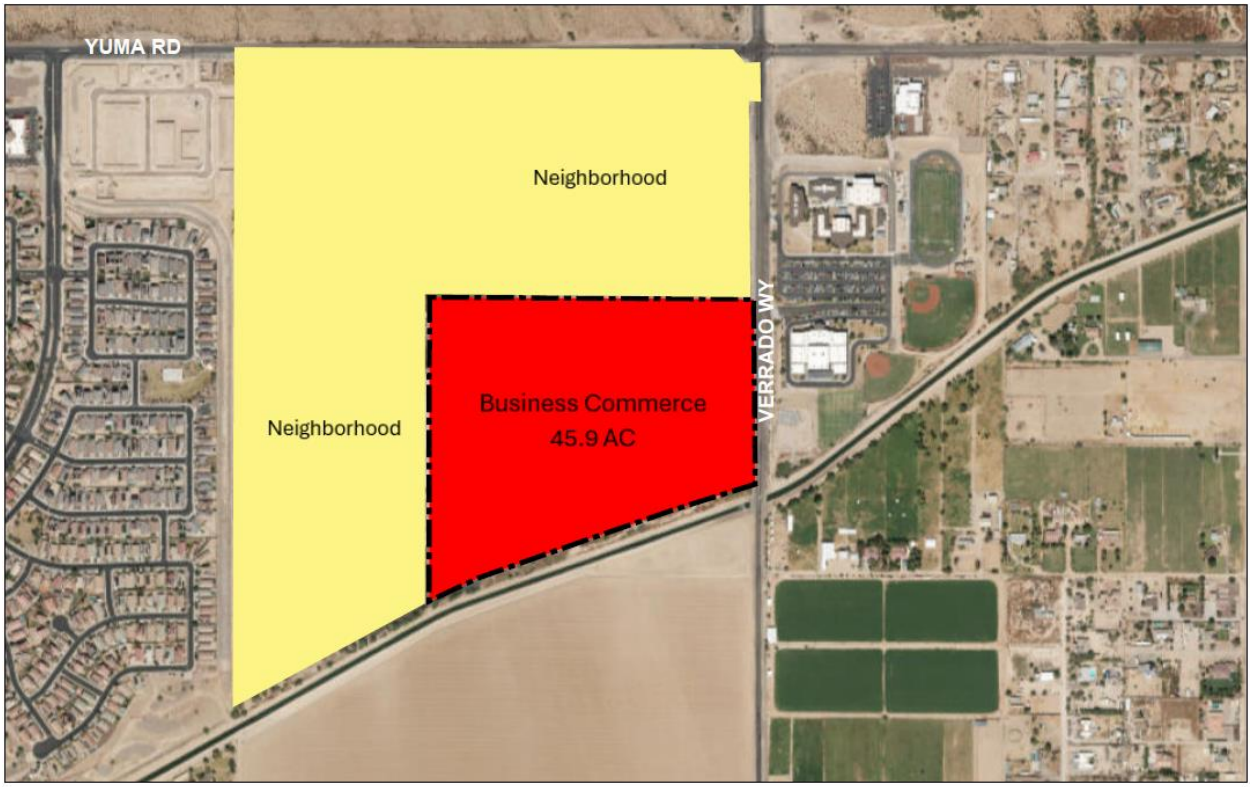


Exhibit C

Proposed General Plan Designation



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Exhibit D

Current Zoning Designation (Maricopa County)

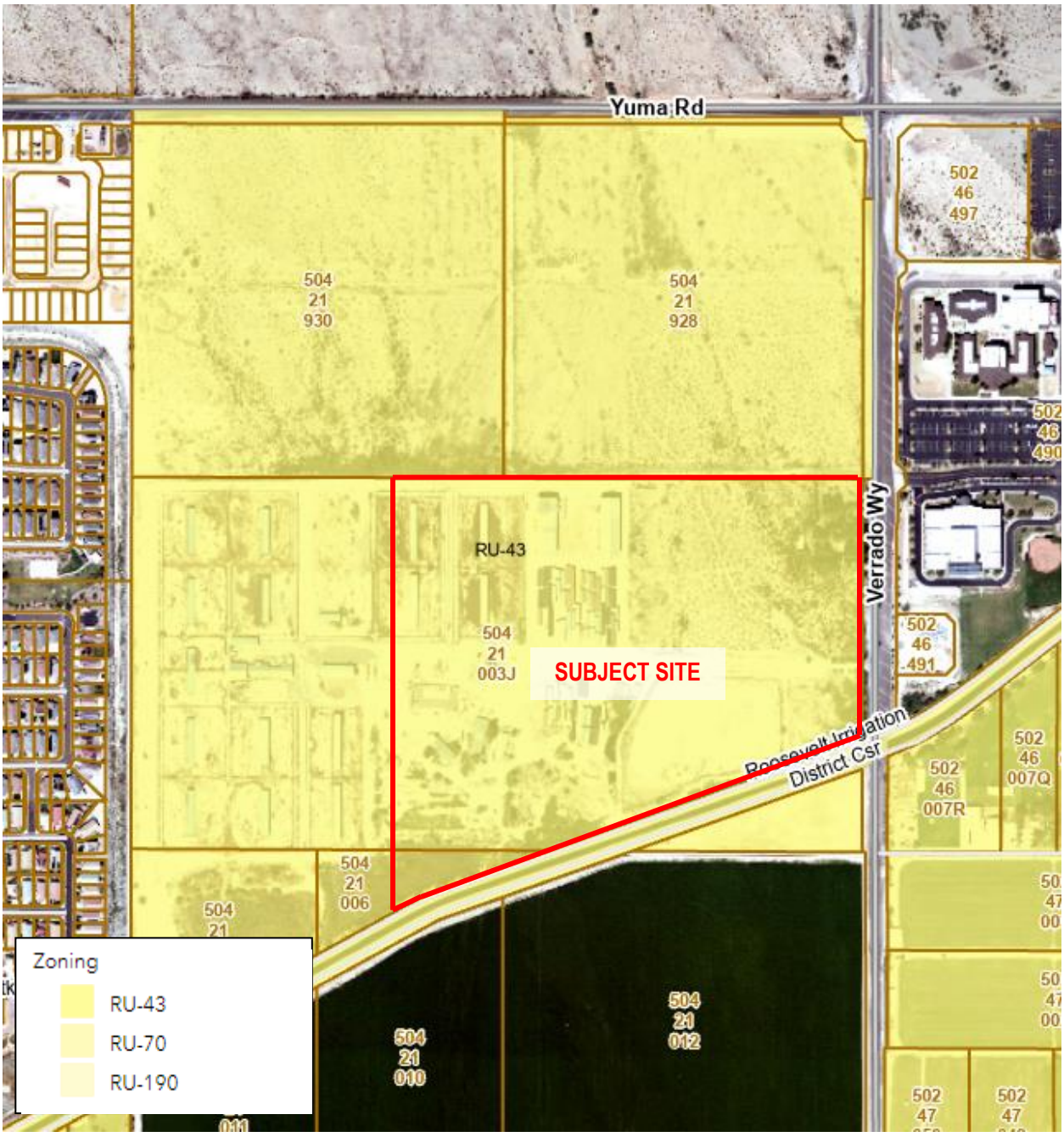


Exhibit E

Proposed Zoning

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SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

ZONING EXHIBIT

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

AUGUST 2024
24X36

0 100' 200' 400'
Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

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Exhibit F

Surrounding Zoning (City of Buckeye)



Exhibit G

PAD Land Use Exhibit

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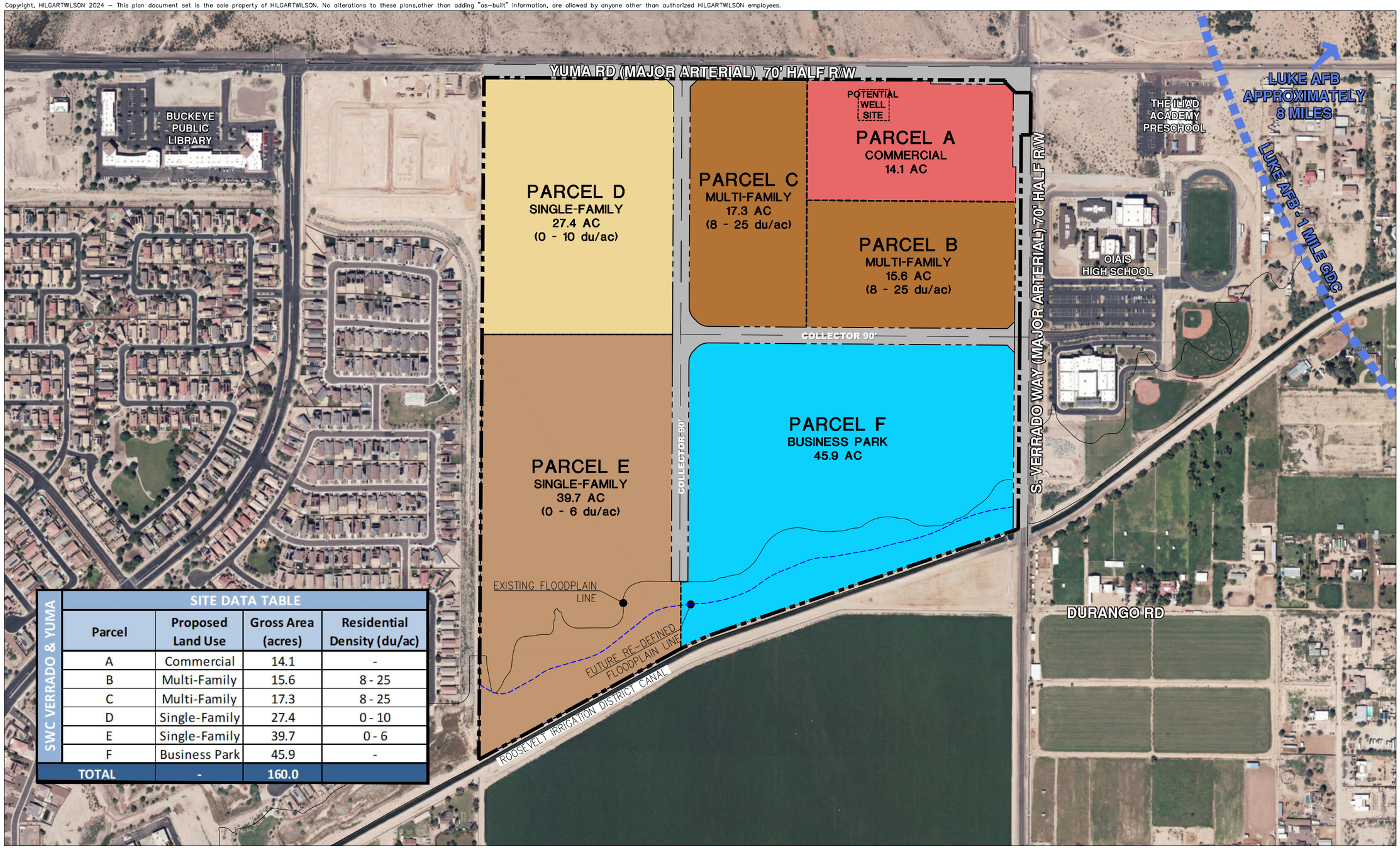

SWC VERRADO & YUMA

SITE DATA TABLE			
Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

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SWC VERRADO WAY AND YUMA ROAD

Minor GPA Amendment and PAD Application
Citizen Participation Report

Case #: PLZU-24-0004 & PLZZ-24-0005

Submitted: March 10, 2025



Prepared by:
Gilbert Blilie, PLLC
701 N. 44th St
Phoenix, AZ 85008
Contact: Jeff Blilie
623-606-0532
jblilie@gilbertblilie.com

Prepared for:
Sunbelt Land Holdings LP
2555 E Camelback Rd, Suite 610
Phoenix, AZ 85016
Contact: Brooks Griffith
480-869-0240
BGriffith@sunbeltinv.com

1. Project Overview

Gilbert Blilie PLLC, on behalf of Sunbelt Land Holdings LP, has submitted Rezone and Minor General Plan Amendment (GPA) applications for a site located at the southwest corner of Verrado Way and Yuma Road. The purpose of the Rezone application is to rezone 160 acres to Planned Area Development (PAD) for single-family (up to 10 dwelling units per acre), multi-family (8-25 dwelling units per acre), commercial, and business park uses. The purpose of the Minor GPA application is to amend the General Plan land use designation on 45.9 acres from Neighborhood to Business Commerce.

2. Purpose

The purpose of this Citizen Participation Report is to summarize the citizen participation efforts in connection with the rezone and Minor General Plan Amendment (GPA) applications. An annexation case, PLZM-24-0006, is also being processed for 167.8 acres on the southwest corner of Verrado Way and Yuma Road; therefore, some outreach efforts for the annexation case were conducted concurrently with the rezone and Minor GPA application outreach efforts.

3. Outreach Efforts

The following is a list of the public outreach efforts that have occurred to date in association with PLZU-24-0004 & PLZZ-24-0005.

School District Notification Letter: A notification letter was mailed to the Liberty Elementary School District and Buckeye Union High School District on May 7, 2024. A second notification letter was sent to the school districts on September 3, 2024. Liberty Elementary School District responded on September 11, 2024. Buckeye Union High School responded with the Certificate of Adequate Facilities on January 9, 2025. A copy of the letters and responses are provided in Appendix A.

First Notification Letter: The first notification letter was mailed and emailed on October 28, 2024. The letter included a notice that applications had been submitted to the City for a Minor General Plan Amendment and Rezone and that a neighborhood meeting was scheduled for these applications. The letter included the proposed land use plan. The notice is included in the neighborhood meeting summary, described below.

Neighborhood Meeting: The neighborhood meeting was held on November 13, 2024, at 6:00 p.m. at the Buckeye Library – Coyote Branch. No neighbors attended the meeting. The neighborhood meeting summary, which includes the notification letter and the list of contacts who received the notification letter is provided in Appendix B.

Annexation Hearing Notices: The first City Council hearing for the annexation application was noticed by the applicant via sign postings and a newspaper publication on January 22, 2025. The sign posting affidavit and newspaper publication are provided in Appendix C.

Planning & Zoning and City Council Hearing Notices: The Planning and Zoning Commission hearing for the Rezone and Minor GPA applications, as well as the City Council hearing for the annexation, Rezone, and Minor GPA applications were noticed via updated sign postings on March 10, 2025, and a newspaper publication on March 7, 2025. A notice letter was sent on March 7, 2025 to notify neighbors of the Planning and Zoning Commission and City Council hearings for the rezone and Minor GPA applications. The sign posting affidavit, newspaper publication, and notice letter are provided in Appendix D.

4. Summary of Input

The following is a summary of the input received to date regarding these applications:

- On **November 5, 2024** a neighbor sent an email notifying the applicant that they would not be able to attend the scheduled neighborhood meeting. The neighbor asked if the letter was a notice of construction and how that construction would affect the neighbor. The applicant responded to the neighbor on November 5, 2024 to inform the neighbor that there are no immediate plans for construction on the site but that there could be in the future if the applications were approved, and that the neighbor would receive additional notices with more information if and when the project progresses. This correspondence is included as Appendix E.

- The applicant received a phone call on **November 5, 2024** from a neighbor upon receiving the first notification letter. The neighbor had questions regarding the density of the site, whether there was a set number of residential units placed, and if there were any set businesses planned for the business park and commercial parcels. The applicant noted, over the phone, that the density was calculated across the site, that there is no unit count at this time, and that there are no set businesses for the parcels in question.

5. Outreach Schedule

PAC	February 23, 2023
School District Notification Letter #1	May 7, 2024
School District Notification Letter #2	September 3, 2024
Neighborhood Meeting Notice	October 28, 2024
Neighborhood Meeting	November 13, 2024
Public Hearing Newspaper Publication (Annexation Hearing)	January 22, 2025
Public Hearing Sign Posting and Affidavit (Annexation Hearing)	January 22, 2025
Public Hearing Newspaper Publication (Annexation, Rezone, Minor GPA)	March 7, 2025
Public Hearing Mail Notice and Affidavit (Rezone and Minor GPA)	March 7, 2025
Public Hearing Sign Posting and Affidavit (Annexation, Rezone, Minor GPA)	March 10, 2025
Final Citizen Participation Report	March 10, 2025

GILBERT BLILIE PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504



FP US POSTAGE
$000.64º
First-Class - IMI
ZIP 85008
05/07/2024
036B 0011833210

Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Road
Buckeye, AZ 85326

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

May 7, 2024

Via U.S. Mail
Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Rd, Buckeye, AZ 85326

Re: *Proposed Planned Area Development Rezone –Verrado Way and Yuma Road*

Dear Superintendent Monroe:

This letter is being sent to you pursuant to the City of Buckeye Planning and Zoning Division requirements for rezone requests for new residential uses. Please be advised that we have applied for a rezone application for Planned Area Development (PAD) for 160 acres on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye.

Approximately 88 acres of the site are currently vacant and undeveloped, and approximately 72 acres were previously a dairy farm which is no longer in operation. The current zoning designation is Maricopa County Rural (RU-43), which allows for a minimum of 1 acre per dwelling unit. The PAD application proposes multiple land uses including single-family and multi-family residential. In total, the site will not exceed a density of 6 dwelling units per acre, which could result in a maximum of 950 residential units. The land use plan for this PAD request and the Certificate of Adequate School Facilities form, for your completion and return, are enclosed. If you would like to discuss the proposal, I can be reached via the contact information provided above.

Sincerely,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form

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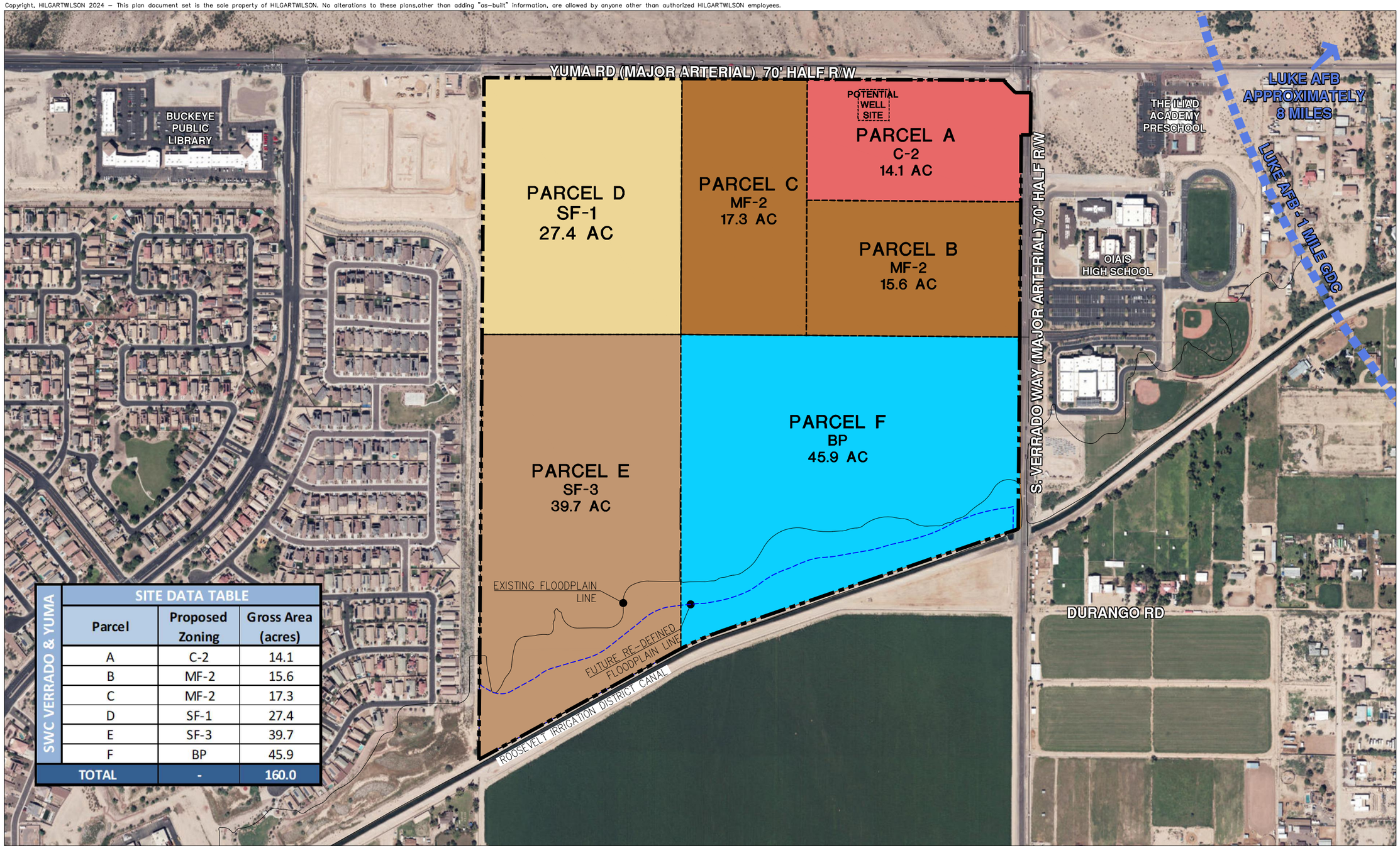

SWC VERRADO & YUMA

SITE DATA TABLE		
Parcel	Proposed Zoning	Gross Area (acres)
A	C-2	14.1
B	MF-2	15.6
C	MF-2	17.3
D	SF-1	27.4
E	SF-3	39.7
F	BP	45.9
TOTAL	-	160.0

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

MARCH 19, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

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CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Liberty Elementary School District No. 25

Case No: PLZM-23-00019 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____
_____
_____

Is a school site within the proposed development needed? Yes ☐ No ☐
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☐

If answered yes, please explain below:

_____
_____
_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: _____

School District: _____

District Superintendent: _____

Phone #: _____

E-mail: _____

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

GILBERT BLILIE PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504



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Dr. Steve Bebee, Superintendent
Buckeye Union High School District
1000 E. Narramore
Buckeye, AZ 85326

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

May 7, 2024

Via U.S. Mail
Dr. Steve Bebee, Superintendent
Buckeye Union High School District
1000 E. Narramore, Buckeye, AZ 85326

Re: *Proposed Planned Area Development Rezone –Verrado Way and Yuma Road*

Dear Superintendent Bebee:

This letter is being sent to you pursuant to the City of Buckeye Planning and Zoning Division requirements for rezone requests for new residential uses. Please be advised that we have applied for a rezone application for Planned Area Development (PAD) for 160 acres on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye.

Approximately 88 acres of the site are currently vacant and undeveloped, and approximately 72 acres were previously a dairy farm which is no longer in operation. The current zoning designation is Maricopa County Rural (RU-43), which allows for a minimum of 1 acre per dwelling unit. The PAD application proposes multiple land uses including single-family and multi-family residential. In total, the site will not exceed a density of 6 dwelling units per acre, which could result in a maximum of 950 residential units. The land use plan for this PAD request and the Certificate of Adequate School Facilities form, for your completion and return, are enclosed. If you would like to discuss the proposal, I can be reached via the contact information provided above.

Sincerely,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form

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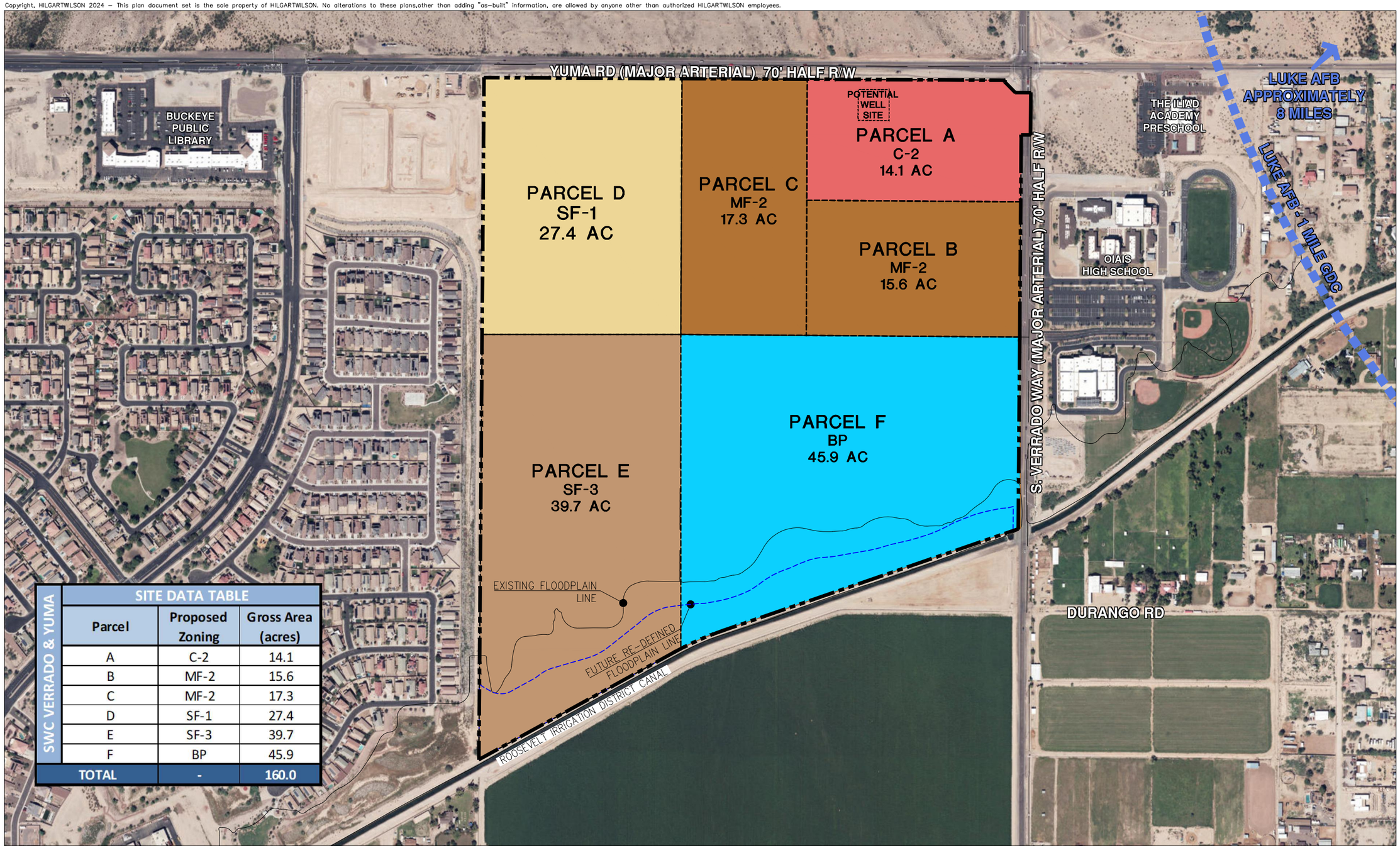


SWC VERRADO & YUMA

SITE DATA TABLE		
Parcel	Proposed Zoning	Gross Area (acres)
A	C-2	14.1
B	MF-2	15.6
C	MF-2	17.3
D	SF-1	27.4
E	SF-3	39.7
F	BP	45.9
TOTAL	-	160.0

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

MARCH 19, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-07 – OPT 1.dwg 3/19/2024 5:09 AM

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Liberty Elementary School District No. 25

Case No: PLZM-23-00019 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____
_____
_____

Is a school site within the proposed development needed? Yes ☐ No ☐
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☐

If answered yes, please explain below:

_____
_____
_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: _____

School District: _____

District Superintendent: _____

Phone #: _____

E-mail: _____

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

August 29, 2024

Via U.S. Mail
Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Rd, Buckeye, AZ 85326

Re: *2nd Submittal of Proposed Planned Area Development Rezone – Verrado Way and Yuma Road; PLZZ-0005*

Dear Superintendent Monroe:

This letter is a follow-up to the May 7, 2024 letter, which was sent to you pursuant to the City of Buckeye Planning and Zoning Division requirements for rezone requests for new residential uses. Please be advised that we have resubmitted the rezone application for Planned Area Development (PAD) for 160 acres on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The PAD application proposes multiple land uses including single-family and multi-family residential. The maximum density for the site has not changed since the first submittal – it is still proposed that the maximum density for the entire site is 6.0 dwelling units per acre, which could result in a maximum of 950 residential units.

Approximately 88 acres of the site are currently vacant and undeveloped, and approximately 72 acres were previously a dairy farm which is no longer in operation. The current zoning designation is Maricopa County Rural (RU-43), which allows for a minimum of 1 acre per dwelling unit.

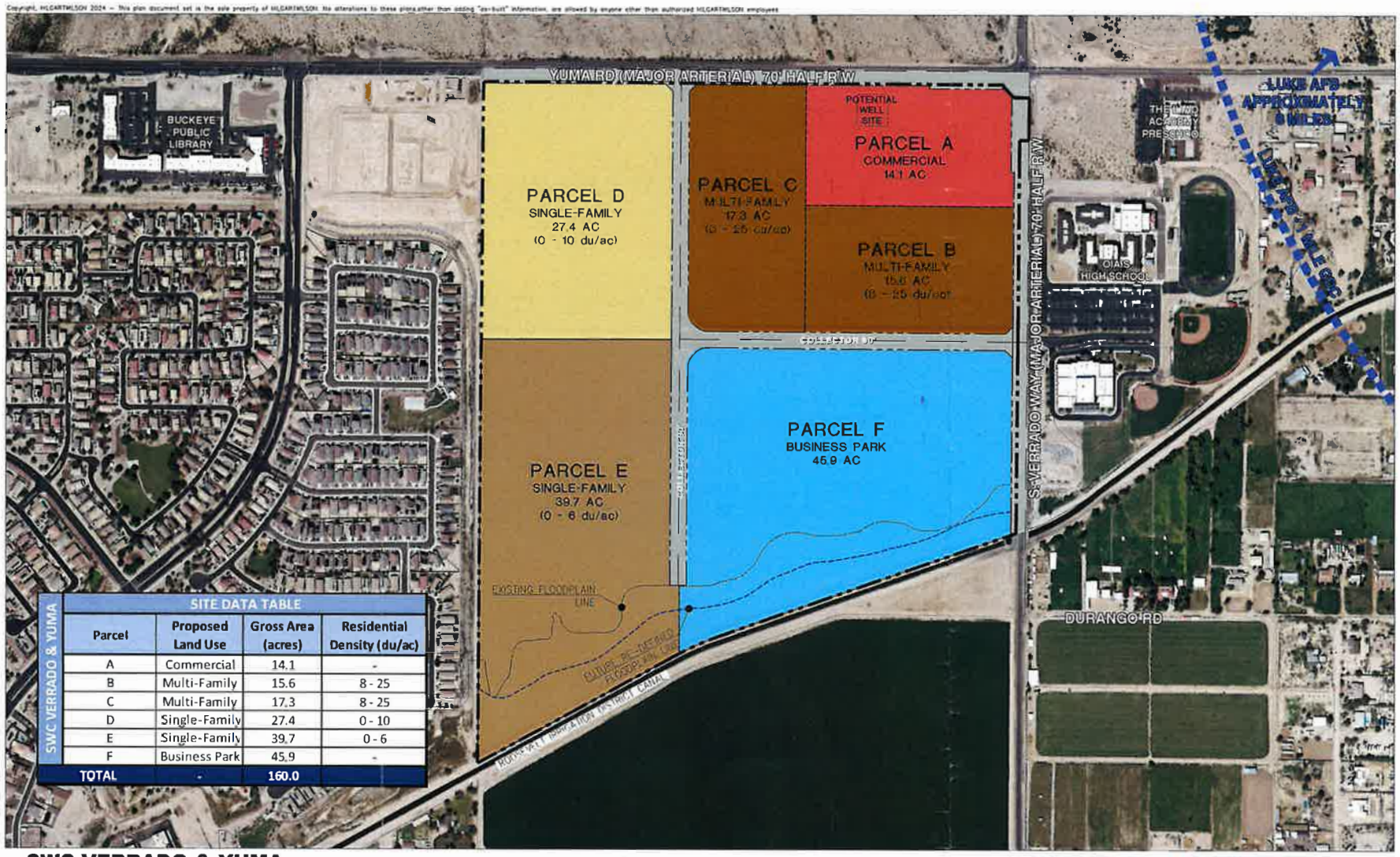
The updated land use plan for this PAD request and the Certificate of Adequate School Facilities form, for your completion and return (via email or mail), are enclosed. If you would like to discuss the proposal, I can be reached via the contact information provided above.

Sincerely,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form



SITE DATA TABLE			
Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA
CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
JULY 15, 2024
24X36
1419.02
KLGUBSER AICP
This plan is conceptual and subject to change through the planning and development process

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are:
Liberty Elementary School District No. 25

Case No: PLZZ-0005 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☒ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The District does request a rooftop donation to help offset cost of additional staffing needs.

Is a school site within the proposed development needed? Yes ☐ No ☒
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☒

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: 9/10/24
School District: Liberty ESD
District Superintendent: Dr. Coat Monroe
Phone #: 623-474-6600
E-mail: coat.monroe@libertyesd.org
Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are:
Buckeye Union High School District

Case No: PLZZ-24-0005 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 960

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☑ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____

_____

_____

Is a school site within the proposed development needed? Yes ☐ No ☑
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☑ No ☐

If answered yes, please explain below:
The district has a developer donation agreement in place.

_____

_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: 1/9/25

School District: Buckeye Union High School District

District Superintendent: Dr. Steve Bebee

Phone #: 623-269-1010

E-mail: jeff.simmons@buhsd.org

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

SWC VERRADO WAY & YUMA RD

PLZU-24-0004 & PLZZ-24-0005
Neighborhood Meeting Summary

The neighborhood meeting was scheduled for November 13, 2024, at 6:00 p.m. at the Buckeye Public Library, Coyote Branch, Program Room. The meeting notice was sent on October 28, 2024.The notice for the meeting is included as Appendix A.

The application representative was present to provide information about the application and to present the latest land use plan, which is included as Appendix B. There were no neighbors in attendance.

Affidavit of Mailing Notice for Neighborhood Meeting

Case Number:	PLZU-24-0004 and PLZZ-24-0005
Project Name:	SWC Verrado Way and Yuma Rd GPA and PAD
Applicant Name:	Marcela Mora-Yatko, Gilbert Blilie PLLC
Location:	SWC Verrado Way and Yuma Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings/meetings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing/meeting notice to each said owner no less than fifteen (15) days prior to the public hearing/meeting date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the neighborhood meeting notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 28th day of October, 2024, by:

Claudia E. Carr
Notary Public

CLAUDIA E CARR
Notary Public - Arizona
Maricopa County
Commission # 613997
My Comm. Expires Aug 30, 2025

My Commission Expires:

August 30, 2025

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

October 28, 2024

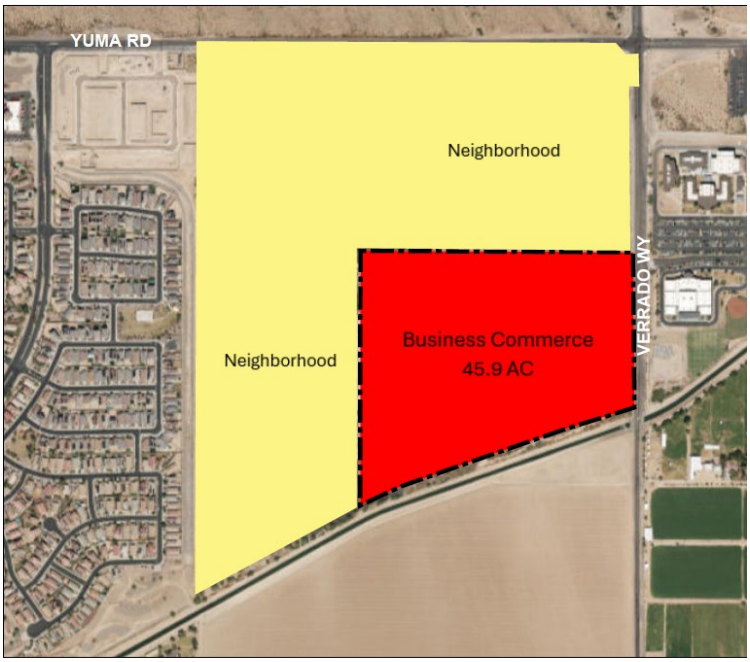
Via U.S. Mail

Re: Notice of Applications and Neighborhood Meeting; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that a neighborhood meeting has been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, that will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The neighborhood meeting information is as follows:

Date/Time:	Wednesday, November 13, 2024; 6:00 PM
Location:	Buckeye Public Library, Coyote Branch, Program Room 21699 W. Yuma Rd. Suite 116, Buckeye, AZ 85326

You are invited to attend this meeting to learn more about these applications. Please note that this is not a notice of a public hearing with the Planning and Zoning Commission or City Council as these hearings have not yet been set. You may receive notice of these hearings at a future date when they have been scheduled.

If you cannot attend the neighborhood meeting and would like to discuss the applications or have any questions, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093

Very truly,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

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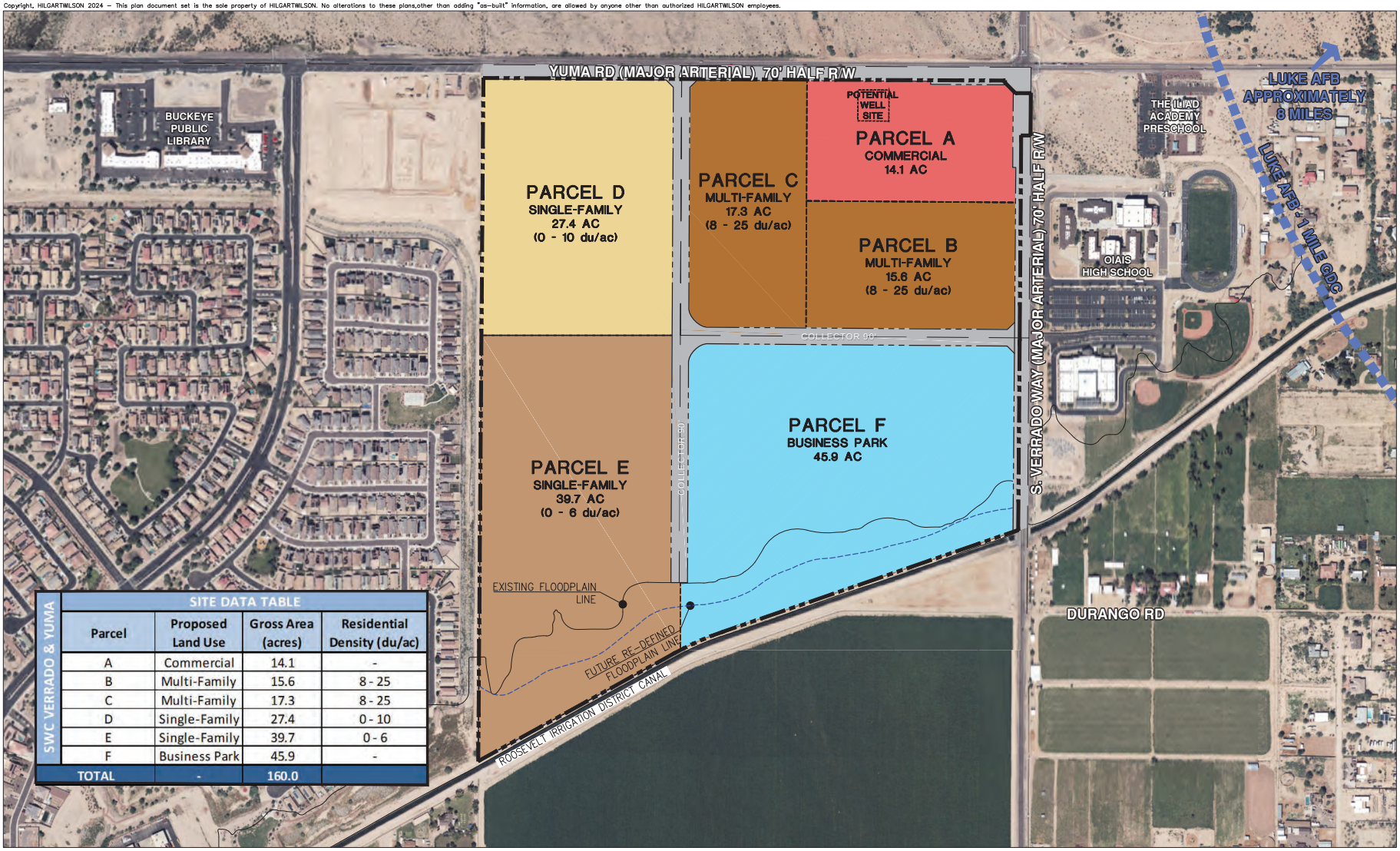

SWC VERRADO & YUMA

SITE DATA TABLE

Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
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E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

1419.02
R.GUBSER AICP

Scale: 1" = 200'

This plan is conceptual and subject to change through the planning and development process.

CHIANG LICHUAN/WU JENYING
10 ORANGETIP
IRVINE, CA 92604

CAO PHI D
12410 W SHERIDAN ST
AVONDALE, AZ 85392

ODYSSEY PREPARATORY ACADEMY INC
1495 S VERRADO WAY
BUCKEYE, AZ 85326

GEHAN HOMES OF ARIZONA LLC
1501 W FOUNTAINHEAD PKWY STE 150
TEMPE, AZ 85282

GARDNER DAMETRIUS RAY JR/SUMLIN KEVYONA LAFAYE
1529 S 215TH DR
BUCKEYE, AZ 85326

CARRILLO JESUS/SANTANA JOANNA
1541 S 215TH DR
BUCKEYE, AZ 85326

HYPES JONATHAN A/DSHEA KATHLEEN
1551 S 215TH DR
BUCKEYE, AZ 85326

HINMAN DOUGLAS T/HEIDI E
1563 S 215TH DR
BUCKEYE, AZ 85326

AYALA MARCO ANTONIO/CECILIA LOPEZ
1573 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ KRYSTA/CRUZ JR
1585 S 215TH DR
BUCKEYE, AZ 85326

SUNDANCE RESIDENTIAL HOMEOWNERS ASSOCIATION INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

SMITH JENNIFER/GARY
1601 S 215TH DR
BUCKEYE, AZ 85326

VAZQUEZ IZAN/ROSALES ALEJANDRA ZENDEJAS
1607 S 215TH DR
BUCKEYE, AZ 85326

ARIZONA STATE OF
1616 W ADAMS ST
PHOENIX, AZ 85007

COLMONE DANELLE
1617 S 215TH DR
BUCKEYE, AZ 85326

FELIX BERNARDO/IRMA
1629 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ ANDREW HUGO
1649 S 215TH DR
BUCKEYE, AZ 85326

IH6 PROPERTY PHOENIX LP
1717 MAIN ST STE 2000
DALLAS, TX 75201

MFV AZ LLC
1753 E BROADWAY RD STE 101
TEMPE, AZ 85282

BARRAZA JORGE CALVILLO/HERNANDEZ PATRICIA GARCIA/GARCIA LARISSA CALVILLO
1779 S 215TH DR
BUCKEYE, AZ 85326

RAMIREZ FRED JR
1783 S 215TH DR
BUCKEYE, AZ 85326

CELAYA UZZIEL M/VEGA LUZ DELIA MENDEZ
1789 S 215TH DR
BUCKEYE, AZ 85326

GUIZAR MOISES/VALDIVIA YURBY
1793 S 21ST DR
BUCKEYE, AZ 85326

BURGESS PRECIOUS
1799 S 215TH DR
BUCKEYE, AZ 85326

BAUMANN CASEY
1851 S 215TH DR
BUCKEYE, AZ 85326

SCHAUPP HEATHER
1863 S 215TH DR
BUCKEYE, AZ 85326

ARROYO MICAELA
1875 S 215TH DR
BUCKEYE, AZ 85326

BRYANT CHRISTIAN
1887 S 215TH DR
BUCKEYE, AZ 85326

MEDINA ZACH
1899 S 215TH DR
BUCKEYE, AZ 85326

DUARTE OMAR A
1921 S 215TH DR
BUCKEYE, AZ 85326

GUZMAN ROCIO
1985 S 215TH DR
BUCKEYE, AZ 85326

MANCILLA ALEJANDRO/EDNA LILIA
2001 S 215TH DR
BUCKEYE, AZ 85326

WYNN DEBORAH A
2027 S 215TH DR
BUCKEYE, AZ 85326

FISHER DANNY
2041 S 215TH DR
BUCKEYE, AZ 85326

HERNANDEZ FRANCISCO A/MARTINEZ MARIA M
2055 S 215TH DR
BUCKEYE, AZ 85326

PONCE JASON
2069 S 215TH DR
BUCKEYE, AZ 85326

CRUZ CYNTHIA
2083 S 215TH DR
BUCKEYE, AZ 85326

KLOPPE LIVING TRUST
20908 W DURANGO ST
BUCKEYE, AZ 85326

HOSKINS ROSEMARIE ANN/RAFE ANTHONY
2111 S 215TH DR
BUCKEYE, AZ 85326

PRZYBYLSKI MICHAEL J
2125 S 215TH DR
BUCKEYE, AZ 85326

GUERRERO ELSIE
2139 S 215TH DR
BUCKEYE, AZ 85326

MARTINEZ GUSTAVO TREJO/TREJO ALEJANDRA
21514 W WATKINS ST
BUCKEYE, AZ 85326

MARQUEZ JOSE G/GLORIA M
21516 W WATKINS ST
BUCKEYE, AZ 85326

KELLY MARIE MORRIS TRUST
21520 W WATKINS ST
BUCKEYE, AZ 85326

CAMPBELL BRANDON
21526 W DURANGO ST
BUCKEYE, AZ 85326

SOSA MONICA JUAREZ
21533 W HOPI ST
BUCKEYE, AZ 85326

VANEK TIMOTHY
21539 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ FELIPE MORENO/MARIA EVA
21540 W HILTON AVE
BUCKEYE, AZ 85326

CARROLL NIKOLAI
21540 W SONORA ST
BUCKEYE, AZ 85326

RODRIGUEZ MONICA REYES/SORIA JAIME ORTIZ
21541 W DURANGO ST
BUCKEYE, AZ 85326

DELAO ANDRES MIGUEL/BARRAZA MELISA LUNA
21541 W HOPI ST
BUCKEYE, AZ 85326

RIVERA PEDRO A
21542 W DURANGO ST
BUCKEYE, AZ 85326

YANEZ SERGIO
21543 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

CHAVEZ DENISSE
21543 W COCOPAH ST
BUCKEYE, AZ 85326

ORTEGA KIMBERLY
21544 W HOPI ST
BUCKEYE, AZ 85326

VARGAS ERNAN/WEIR MELISSA
21544 W MOHAVE ST
BUCKEYE, AZ 85326

MALDONADO VALERIA/FRANKLIN TRINA R/LYNCH BLAKE
21544 W WATKINS ST
BUCKEYE, AZ 85326

PRECIADO MARTIN/MARTINEZ EDGAR
21545 W HILTON AVE
BUCKEYE, AZ 85326

REYES ASHAI
21545 W HOPI ST
BUCKEYE, AZ 85326

PRICE TERRY
21546 W COCOPAH ST
BUCKEYE, AZ 85326

MACIAS RAYMOND ROIBAL
21546 W KIMBERLY DR
BUCKEYE, AZ 85326

VANDERVORT HALEY RENEE/SCHULTE NOLAN
21547 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

M & M TRUST
21547 W DURANGO ST
BUCKEYE, AZ 85326

LALLI ASHOK/BALA
21547 W PAPAGO ST
BUCKEYE, AZ 85326

GARCIA RAYMUNDO
21547 W SONORA ST
BUCKEYE, AZ 85326

GARCIA JORDAN C/CELAYA ADRIANA
21548 W HOPI ST
BUCKEYE, AZ 85326

MAYFIELD JORDAN XAVIER
21548 W SONORA ST
BUCKEYE, AZ 85326

COLMONE CARY
21549 W COCOPAH ST
BUCKEYE, AZ 85326

SCHREIBER RYAN ADAM
21549 W DURANGO ST
BUCKEYE, AZ 85326

VELAZQUEZ KARLA E/JAIME ADRIEL
21549 W KIMBERLY DR
BUCKEYE, AZ 85326

CORDOVA ALEXIS/BRANDYN MICHAEL
21550 W MOHAVE ST
BUCKEYE, AZ 85326

BERG ROBIN C/RITA
21550 W WATKINS ST
BUCKEYE, AZ 85326

MILLS JAMES/GARCIA BERTHA
21552 W COCOPAH ST
BUCKEYE, AZ 85326

INGERSOLL DEBORAH A
21552 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ JOE
21552 W KIMBERLY DR
BUCKEYE, AZ 85326

RIVAS JESSICA/MENDEZ FERNANDO GABRIEL
21553 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

YOEL E MONZON AND BARABARA F MONZON LIVING TRUST
21553 W SONORA ST
BUCKEYE, AZ 85326

SERRANO WILLIAM
21554 W SONORA ST
BUCKEYE, AZ 85326

BARRUQUIN OSCAR J
AGUINAGA/DELGADO LETRICIA
21555 W COCOPAH ST
BUCKEYE, AZ 85326

WILLIAMS NICHOLAS/ANA KAREN
21555 W KIMBERLY DR
BUCKEYE, AZ 85326

SOTO EDWIN
21556 W HOPI ST
BUCKEYE, AZ 85326

OLIVEIRA BRYAN/RAQUEL TRINIDAD
21556 W MOHAVE ST
BUCKEYE, AZ 85326

ORTIZ ZHAIRA/LUIS
21558 W COCOPAH ST
BUCKEYE, AZ 85326

HOFFMANN YOSHIE NAGASAKA
21558 W HILTON AVE
BUCKEYE, AZ 85326

ROSALES YESSICA L MONGE
21558 W KIMBERLY DR
BUCKEYE, AZ 85326

MEDINA AURA
21559 W PAPAGO ST
BUCKEYE, AZ 85326

GALVAN FREDDIE CASTILLO
21559 W SONORA ST
BUCKEYE, AZ 85326

RICHARDSON STEPHEN
21560 W SONORA ST
BUCKEYE, AZ 85326

RANGEL LAURA S FLORES/MORIN JOANN C
21561 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

HILL DERRICK JAMES/CORELLE
21561 W COCOPAH ST
BUCKEYE, AZ 85326

AVILA ELIZABETH/NIDA LOGAN
21561 W KIMBERLY DR
BUCKEYE, AZ 85326

MCCOY TIEONTAY
21562 W HOPI ST
BUCKEYE, AZ 85326

AQUIRRE JONATHAN/JAIMES VANESSA NERIA
21562 W MOHAVE ST
BUCKEYE, AZ 85326

VALENZUELA OSVALDO
21563 W HOPI ST
BUCKEYE, AZ 85326

NZAMBI FRANCIS MWAMBA/MWAMBA NAOMI NZAMBI
21564 W COCOPAH ST
BUCKEYE, AZ 85326

SMITH MARTHA D/MARY K
21564 W HILTON AVE
BUCKEYE, AZ 85326

TIEMANN ALLYSSA/AARON
21564 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA RENEE ILIANA
21565 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

LESLIE TRACI G/LESTER
21565 W DURANGO ST
BUCKEYE, AZ 85326

SOTO JOSE/ANGELITA
21565 W HILTON AVE
BUCKEYE, AZ 85326

BRUCE A KONECNI LIVING TRUST
21566 W DURANGO ST
BUCKEYE, AZ 85326

MORGAN KAYLIE
21566 W SONORA ST
BUCKEYE, AZ 85326

FLOYD COURTNEY
21567 W COCOPAH ST
BUCKEYE, AZ 85326

CARMONA ARAHON LASARTE
21567 W KIMBERLY DR
BUCKEYE, AZ 85326

BARNES ANDREA
21568 W HOPI ST
BUCKEYE, AZ 85326

VALENCIA CYNTHIA MUNOZ/MUNOZ ERIKA
21568 W MOHAVE ST
BUCKEYE, AZ 85326

NIELSEN SHELLY LYNN
21570 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ BRYAN APODACA
21570 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA MARCUS/ALDERETE MANUEL
21571 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

SILER BRYONIE
21571 W DURANGO ST
BUCKEYE, AZ 85326

COBIAN-CORONA JANELLY S
21571 W HILTON AVE
BUCKEYE, AZ 85326

CARDENAS AURORA/LOPEZ MIGUEL A
21571 W HOPI ST
BUCKEYE, AZ 85326

RAMOS-COSSIO MIGUEL ANGEL/BARRAGAN NATALI FLORES
21571 W SONORA ST
BUCKEYE, AZ 85326

WALTMAN JUSTIN ROBERT
21572 W DURANGO ST
BUCKEYE, AZ 85326

2019 GARY AND DENISE SUMMERS REVOCABLE LIVING TRUST
21573 W COCOPAH ST
BUCKEYE, AZ 85326

EUSTICE CHRISTINA M
21573 W KIMBERLY DR
BUCKEYE, AZ 85326

AVILA JANET ACOSTA/PARRA EULICES GUZMAN
21574 W HOPI ST
BUCKEYE, AZ 85326

ALVIZO ITZEL
21574 W MOHAVE ST
BUCKEYE, AZ 85326

CALKINS STEVEN
21574 W WATKINS ST
BUCKEYE, AZ 85326

VELEZ-SHIELDS VALERIE A/MICHAEL F
21575 W PAPAGO ST
BUCKEYE, AZ 85326

MEJIA RICARDO
21576 W COCOPAH ST
BUCKEYE, AZ 85326

DAVIS CHRISTOPHER E/OROZCO
BRIANDA E
21576 W KIMBERLY DR
BUCKEYE, AZ 85326

FLORES WENDY/CHAVEZ DAISY FLORES
21577 W HOPI ST
BUCKEYE, AZ 85326

MINIEFIELD CHAYANA M/JELISA
21577 W SONORA ST
BUCKEYE, AZ 85326

INGRAM MICHELLE
21578 W SONORA ST
BUCKEYE, AZ 85326

CHAVEZ RIGOBERTO
21579 W KIMBERLY DR
BUCKEYE, AZ 85326

TORRES ALFREDO
21579 W WATKINS ST
BUCKEYE, AZ 85326

USZODI BELA/KAYLA
21589 W WATKINS ST
BUCKEYE, AZ 85326

PSC BUCKEYE LLC
23 WALKER AVE PMB 300
BALTIMORE, MD 21208

LAKEVIEW LOAN SERVICING LLC
3637 SENTARA WAY
VIRGINIA BEACH, VA 23452

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA, WA 98531

RK PROPERTIES LLLP
4820 N GREENTREE DR W
LITCHFIELD PARK, AZ 85340

BUCKEYE CITY OF
530 E MONROE AVE
BUCKEYE, AZ 85326

2024-1 IH BORROWER LP
5420 LYNDON B JOHNSON FWY STE 600
DALLAS, TX 75240

KITCO LLC
6-1285 HARWOOD ST
VANCOUVER, BC 0

CHAKAVARIKA WILLARD/MUHASO
CHIEDZA SHELTER
728 S 1ST ST
AVONDALE, AZ 85323

SUNBELT LAND HOLDINGS L P
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SHARP ROCK SFR LLC
8518 W DEER VALLEY RD STE 100
PEORIA, AZ 85382

HERRERA KIMBERLY F
PO BOX 1823
BUCKEYE, AZ 85326

21538 W WATKINS ST
BUCKEYE AZ, 85326

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

October 28, 2024

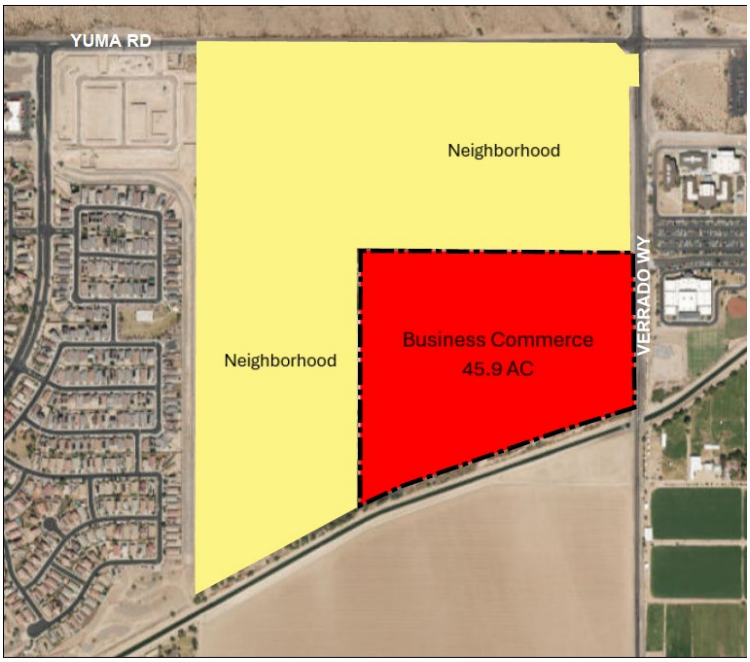
Via Email

Re: Notice of Applications and Neighborhood Meeting; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that a neighborhood meeting has been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, that will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The neighborhood meeting information is as follows:

Date/Time:	Wednesday, November 13, 2024; 6:00 PM
Location:	Buckeye Public Library, Coyote Branch, Program Room 21699 W. Yuma Rd. Suite 116, Buckeye, AZ 85326

You are invited to attend this meeting to learn more about these applications. Please note that this is not a notice of a public hearing with the Planning and Zoning Commission or City Council as these hearings have not yet been set. You may receive notice of these hearings at a future date when they have been scheduled.

If you cannot attend the neighborhood meeting and would like to discuss the applications or have any questions, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093

Very truly,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

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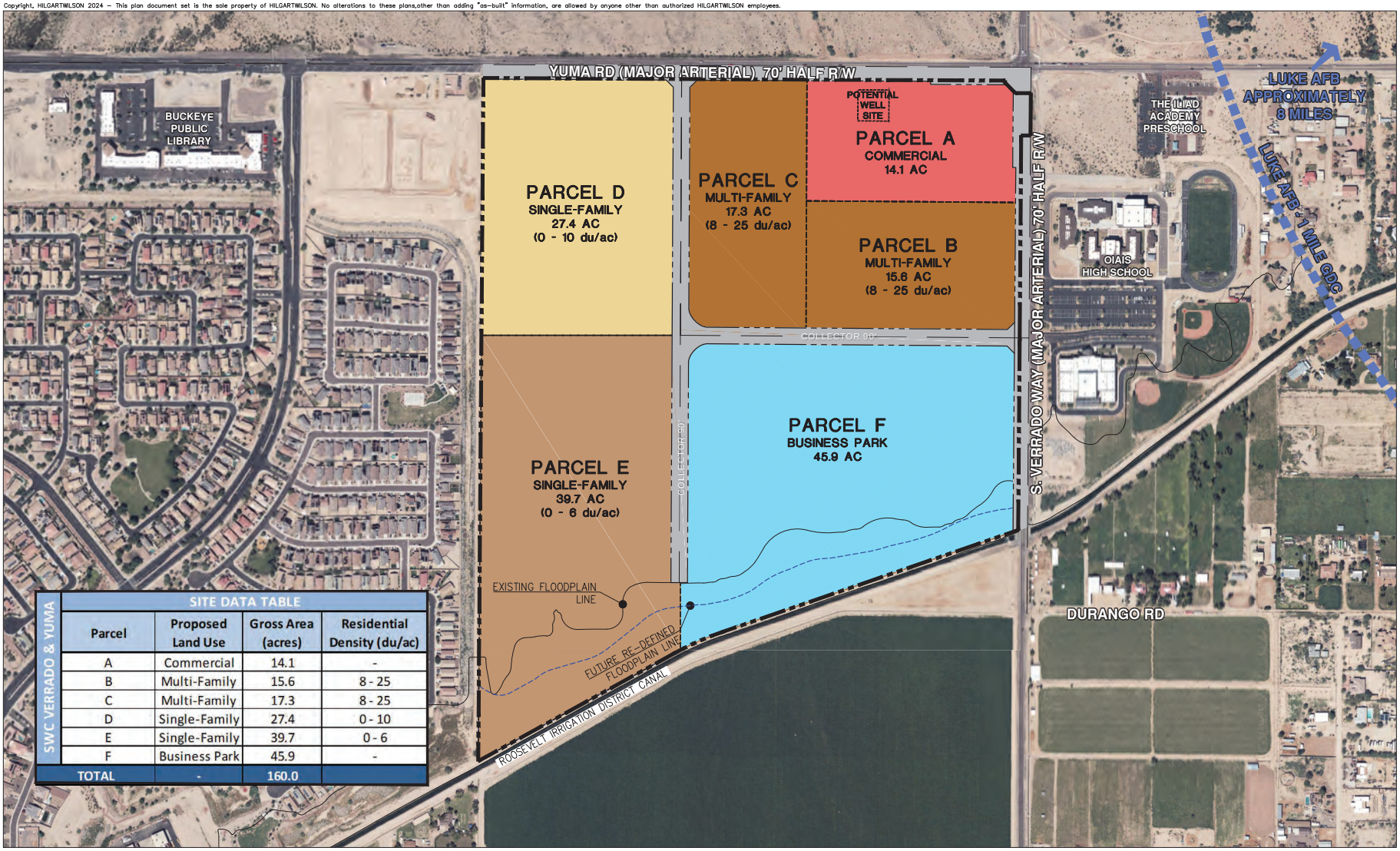

SWC VERRADO & YUMA

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SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

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HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

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1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

Interested Parties	Title	Organization	Email
Mark James	Planning Manager, Community Initiatives Team	Luke AFB	mark.james.14@us.af.mil

Appendix B

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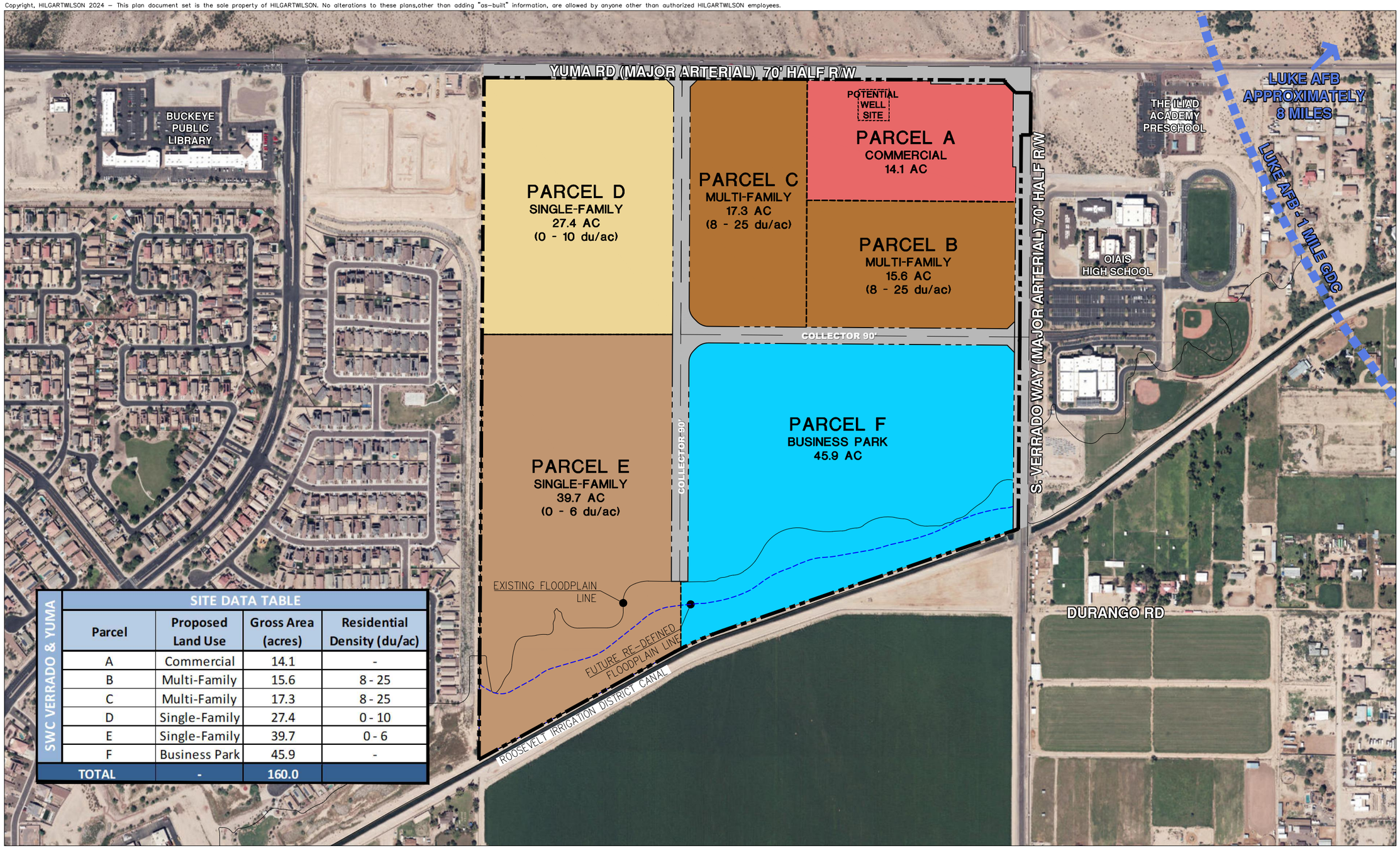

SWC VERRADO & YUMA

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SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
Project Name:
Applicant Name: Gilbert Blilie
Location: SWC Yuma Rd and Verrado Way

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 01/22/25

Notary Public: Marybeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

My Commission Expires: 10-25-28


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
January 22, 2025 at 11:19 AM
+33.431994,-112.504368
1608–1652 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
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CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
January 22, 2025 at 11:04 AM
+33.433379,-112.504387
1366–1462 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
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GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
January 22, 2025 at 10:51 AM
+33.435516,-112.509072
21307-21477 W Yuma Rd
Buckeye AZ 85326
United States
Maps

azcentral.

Public Notices

Originally published at azcentral.com on 01/22/2025

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, February 4, 2025 to be held at the City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZM-24-0006: Request by Marcela Mora-Yatko, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP to annex 167.8 acres located at the southwest corner of Verrado Way and Yuma Road, 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.

For additional information, please contact Mandy Woods, Senior Planner, with the Development Services Department at (623) 640-6093.
January 22 2025
LAZS0220824

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
Project Name:
Applicant Name: Gilbert Blilie
Location: SWC Yuma Rd and Verrado Way

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 03/10/25

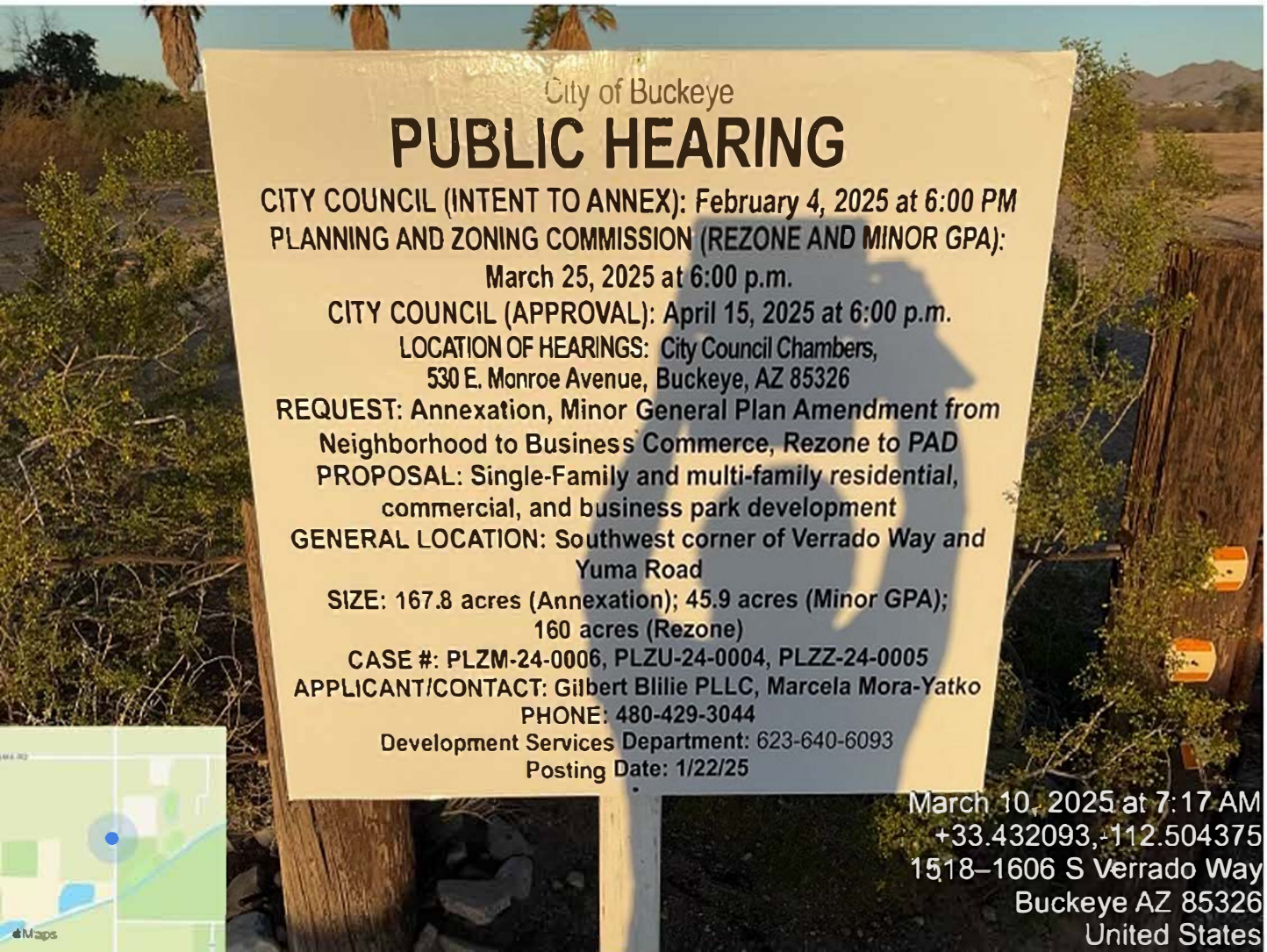
Notary Public:

Marybeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

My Commission Expires:

10-25-28


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from
Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential,
commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and
Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA);
160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:17 AM
+33.432093,-112.504375
1518–1606 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:14 AM
+33.433457,-112.504329
1366–1462 S Verrado Way
Buckeye AZ 85326
United States
Maps


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:09 AM
+33.435119,-112.509929
21307–21477 W Yuma Rd
Buckeye AZ 85326
United States
Maps

azcentral.

Public Notices

Originally published at azcentral.com on 03/07/2025

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, March 25, 2025, and the Buckeye City Council will hold a public hearing on Tuesday, April 15, 2025, both to be held at the Buckeye City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following requests:

Case No. PLZU-24-0004: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP for the approval of a Minor General Plan Amendment from Neighborhood to Business Commerce for 45.9 acres located at the southwest corner of Verrado Way and Yuma Road.

Case No. PLZZ-24-0005: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP for the approval of a rezone from R1-43 (the City's equivalent zoning to County RU-43) to Planned Area Development for single-family residential, multi-family residential, commercial, and business park uses on 160 acres located at the southwest corner of Verrado Way and Yuma Road, situated within the east half of Section 13, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

The Buckeye City Council hearing on April 15, 2025 will also be held for the purpose of hearing all persons for or against the following request:

Case No. PLZM-24-0006: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP to annex 167.8 acres located at the southwest corner of Verrado Way and Yuma Road, 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.

For additional information, please contact Mandy Woods, Senior Planner with the Development Services Department at (623) 640-6093.
March 7 2025
LAZS0251795

Affidavit of Mailing Notice

Case Number:	PLZU-24-0004; PLZZ-24-0005
Project Name:	SWC Verrado Way and Yuma Road GPA and PAD
Applicant Name:	Marcela Mora-Yatko, Gilbert Blilie PLLC
Location:	SWC Verrado Way and Yuma Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 7th day of March, 2025, by:

_____
Notary Public

CLAUDIA E CARR
Notary Public - Arizona
Maricopa County
Commission # 613997
My Comm. Expires Aug 30, 2025

My Commission Expires:

August 30, 2025

CHIANG LICHUAN/WU JENYING
10 ORANGETIP
IRVINE, CA 92604

CAO PHI D
12410 W SHERIDAN ST
AVONDALE, AZ 85392

ODYSSEY PREPARATORY ACADEMY INC
1495 S VERRADO WAY
BUCKEYE, AZ 85326

GEHAN HOMES OF ARIZONA LLC
1501 W FOUNTAINHEAD PKWY STE 150
TEMPE, AZ 85282

GARDNER DAMETRIUS RAY JR/SUMLIN KEVYONA LAFAYE
1529 S 215TH DR
BUCKEYE, AZ 85326

CARRILLO JESUS/SANTANA JOANNA
1541 S 215TH DR
BUCKEYE, AZ 85326

HYPES JONATHAN A/DSHEA KATHLEEN
1551 S 215TH DR
BUCKEYE, AZ 85326

HINMAN DOUGLAS T/HEIDI E
1563 S 215TH DR
BUCKEYE, AZ 85326

AYALA MARCO ANTONIO/CECILIA LOPEZ
1573 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ KRYSTA/CRUZ JR
1585 S 215TH DR
BUCKEYE, AZ 85326

SUNDANCE RESIDENTIAL HOMEOWNERS ASSOCIATION INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

SMITH JENNIFER/GARY
1601 S 215TH DR
BUCKEYE, AZ 85326

VAZQUEZ IZAN/ROSALES ALEJANDRA ZENDEJAS
1607 S 215TH DR
BUCKEYE, AZ 85326

ARIZONA STATE OF
1616 W ADAMS ST
PHOENIX, AZ 85007

COLMONE DANELLE
1617 S 215TH DR
BUCKEYE, AZ 85326

FELIX BERNARDO/IRMA
1629 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ ANDREW HUGO
1649 S 215TH DR
BUCKEYE, AZ 85326

IH6 PROPERTY PHOENIX LP
1717 MAIN ST STE 2000
DALLAS, TX 75201

MFV AZ LLC
1753 E BROADWAY RD STE 101
TEMPE, AZ 85282

BARRAZA JORGE CALVILLO/HERNANDEZ PATRICIA GARCIA/GARCIA LARISSA CALVILLO
1779 S 215TH DR
BUCKEYE, AZ 85326

RAMIREZ FRED JR
1783 S 215TH DR
BUCKEYE, AZ 85326

CELAYA UZZIEL M/VEGA LUZ DELIA MENDEZ
1789 S 215TH DR
BUCKEYE, AZ 85326

GUIZAR MOISES/VALDIVIA YURBY
1793 S 21ST DR
BUCKEYE, AZ 85326

BURGESS PRECIOUS
1799 S 215TH DR
BUCKEYE, AZ 85326

BAUMANN CASEY
1851 S 215TH DR
BUCKEYE, AZ 85326

SCHAUPP HEATHER
1863 S 215TH DR
BUCKEYE, AZ 85326

ARROYO MICAELA
1875 S 215TH DR
BUCKEYE, AZ 85326

BRYANT CHRISTIAN
1887 S 215TH DR
BUCKEYE, AZ 85326

MEDINA ZACH
1899 S 215TH DR
BUCKEYE, AZ 85326

DUARTE OMAR A
1921 S 215TH DR
BUCKEYE, AZ 85326

GUZMAN ROCIO
1985 S 215TH DR
BUCKEYE, AZ 85326

MANCILLA ALEJANDRO/EDNA LILIA
2001 S 215TH DR
BUCKEYE, AZ 85326

WYNN DEBORAH A
2027 S 215TH DR
BUCKEYE, AZ 85326

FISHER DANNY
2041 S 215TH DR
BUCKEYE, AZ 85326

HERNANDEZ FRANCISCO A/MARTINEZ MARIA M
2055 S 215TH DR
BUCKEYE, AZ 85326

PONCE JASON
2069 S 215TH DR
BUCKEYE, AZ 85326

CRUZ CYNTHIA
2083 S 215TH DR
BUCKEYE, AZ 85326

KLOPPE LIVING TRUST
20908 W DURANGO ST
BUCKEYE, AZ 85326

HOSKINS ROSEMARIE ANN/RAFE ANTHONY
2111 S 215TH DR
BUCKEYE, AZ 85326

PRZYBYLSKI MICHAEL J
2125 S 215TH DR
BUCKEYE, AZ 85326

GUERRERO ELSIE
2139 S 215TH DR
BUCKEYE, AZ 85326

MARTINEZ GUSTAVO TREJO/TREJO ALEJANDRA
21514 W WATKINS ST
BUCKEYE, AZ 85326

MARQUEZ JOSE G/GLORIA M
21516 W WATKINS ST
BUCKEYE, AZ 85326

KELLY MARIE MORRIS TRUST
21520 W WATKINS ST
BUCKEYE, AZ 85326

CAMPBELL BRANDON
21526 W DURANGO ST
BUCKEYE, AZ 85326

SOSA MONICA JUAREZ
21533 W HOPI ST
BUCKEYE, AZ 85326

VANEK TIMOTHY
21539 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ FELIPE MORENO/MARIA EVA
21540 W HILTON AVE
BUCKEYE, AZ 85326

CARROLL NIKOLAI
21540 W SONORA ST
BUCKEYE, AZ 85326

RODRIGUEZ MONICA REYES/SORIA JAIME ORTIZ
21541 W DURANGO ST
BUCKEYE, AZ 85326

DELAO ANDRES MIGUEL/BARRAZA MELISA LUNA
21541 W HOPI ST
BUCKEYE, AZ 85326

RIVERA PEDRO A
21542 W DURANGO ST
BUCKEYE, AZ 85326

YANEZ SERGIO
21543 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

CHAVEZ DENISSE
21543 W COCOPAH ST
BUCKEYE, AZ 85326

ORTEGA KIMBERLY
21544 W HOPI ST
BUCKEYE, AZ 85326

VARGAS ERNAN/WEIR MELISSA
21544 W MOHAVE ST
BUCKEYE, AZ 85326

MALDONADO VALERIA/FRANKLIN TRINA R/LYNCH BLAKE
21544 W WATKINS ST
BUCKEYE, AZ 85326

PRECIADO MARTIN/MARTINEZ EDGAR
21545 W HILTON AVE
BUCKEYE, AZ 85326

REYES ASHAI
21545 W HOPI ST
BUCKEYE, AZ 85326

PRICE TERRY
21546 W COCOPAH ST
BUCKEYE, AZ 85326

MACIAS RAYMOND ROIBAL
21546 W KIMBERLY DR
BUCKEYE, AZ 85326

VANDERVORT HALEY RENEE/SCHULTE NOLAN
21547 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

M & M TRUST
21547 W DURANGO ST
BUCKEYE, AZ 85326

LALLI ASHOK/BALA
21547 W PAPAGO ST
BUCKEYE, AZ 85326

GARCIA RAYMUNDO
21547 W SONORA ST
BUCKEYE, AZ 85326

GARCIA JORDAN C/CELAYA ADRIANA
21548 W HOPI ST
BUCKEYE, AZ 85326

MAYFIELD JORDAN XAVIER
21548 W SONORA ST
BUCKEYE, AZ 85326

COLMONE CARY
21549 W COCOPAH ST
BUCKEYE, AZ 85326

SCHREIBER RYAN ADAM
21549 W DURANGO ST
BUCKEYE, AZ 85326

VELAZQUEZ KARLA E/JAIME ADRIEL
21549 W KIMBERLY DR
BUCKEYE, AZ 85326

CORDOVA ALEXIS/BRANDYN MICHAEL
21550 W MOHAVE ST
BUCKEYE, AZ 85326

BERG ROBIN C/RITA
21550 W WATKINS ST
BUCKEYE, AZ 85326

MILLS JAMES/GARCIA BERTHA
21552 W COCOPAH ST
BUCKEYE, AZ 85326

INGERSOLL DEBORAH A
21552 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ JOE
21552 W KIMBERLY DR
BUCKEYE, AZ 85326

RIVAS JESSICA/MENDEZ FERNANDO GABRIEL
21553 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

YOEL E MONZON AND BARABARA F MONZON LIVING TRUST
21553 W SONORA ST
BUCKEYE, AZ 85326

SERRANO WILLIAM
21554 W SONORA ST
BUCKEYE, AZ 85326

BARRUQUIN OSCAR J
AGUINAGA/DELGADO LETRICIA
21555 W COCOPAH ST
BUCKEYE, AZ 85326

WILLIAMS NICHOLAS/ANA KAREN
21555 W KIMBERLY DR
BUCKEYE, AZ 85326

SOTO EDWIN
21556 W HOPI ST
BUCKEYE, AZ 85326

OLIVEIRA BRYAN/RAQUEL TRINIDAD
21556 W MOHAVE ST
BUCKEYE, AZ 85326

ORTIZ ZHAIRA/LUIS
21558 W COCOPAH ST
BUCKEYE, AZ 85326

HOFFMANN YOSHIE NAGASAKA
21558 W HILTON AVE
BUCKEYE, AZ 85326

ROSALES YESSICA L MONGE
21558 W KIMBERLY DR
BUCKEYE, AZ 85326

MEDINA AURA
21559 W PAPAGO ST
BUCKEYE, AZ 85326

GALVAN FREDDIE CASTILLO
21559 W SONORA ST
BUCKEYE, AZ 85326

RICHARDSON STEPHEN
21560 W SONORA ST
BUCKEYE, AZ 85326

RANGEL LAURA S FLORES/MORIN JOANN C
21561 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

HILL DERRICK JAMES/CORELLE
21561 W COCOPAH ST
BUCKEYE, AZ 85326

AVILA ELIZABETH/NIDA LOGAN
21561 W KIMBERLY DR
BUCKEYE, AZ 85326

MCCOY TIEONTAY
21562 W HOPI ST
BUCKEYE, AZ 85326

AQUIRRE JONATHAN/JAIMES VANESSA NERIA
21562 W MOHAVE ST
BUCKEYE, AZ 85326

VALENZUELA OSVALDO
21563 W HOPI ST
BUCKEYE, AZ 85326

NZAMBI FRANCIS MWAMBA/MWAMBA NAOMI NZAMBI
21564 W COCOPAH ST
BUCKEYE, AZ 85326

SMITH MARTHA D/MARY K
21564 W HILTON AVE
BUCKEYE, AZ 85326

TIEMANN ALLYSSA/AARON
21564 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA RENEE ILIANA
21565 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

LESLIE TRACI G/LESTER
21565 W DURANGO ST
BUCKEYE, AZ 85326

JOHNSON JUSTIN/COLLINS SARA
21565 W HILTON AVE
BUCKEYE, AZ 85326

BRUCE A KONECNI LIVING TRUST
21566 W DURANGO ST
BUCKEYE, AZ 85326

MORGAN KAYLIE
21566 W SONORA ST
BUCKEYE, AZ 85326

FLOYD COURTNEY
21567 W COCOPAH ST
BUCKEYE, AZ 85326

CARMONA ARAHON LASARTE
21567 W KIMBERLY DR
BUCKEYE, AZ 85326

BARNES ANDREA
21568 W HOPI ST
BUCKEYE, AZ 85326

VALENCIA CYNTHIA MUNOZ/MUNOZ ERIKA
21568 W MOHAVE ST
BUCKEYE, AZ 85326

SALAZAR DAVID/CHAVEZ JOSEFINA ALONDRA BENCOMO
21570 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ BRYAN APODACA
21570 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA MARCUS/ALDERETE MANUEL
21571 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

SILER BRYONIE
21571 W DURANGO ST
BUCKEYE, AZ 85326

COBIAN-CORONA JANELLY S
21571 W HILTON AVE
BUCKEYE, AZ 85326

CARDENAS AURORA/LOPEZ MIGUEL A
21571 W HOPI ST
BUCKEYE, AZ 85326

RAMOS-COSSIO MIGUEL ANGEL/BARRAGAN NATALI FLORES
21571 W SONORA ST
BUCKEYE, AZ 85326

WALTMAN JUSTIN ROBERT
21572 W DURANGO ST
BUCKEYE, AZ 85326

2019 GARY AND DENISE SUMMERS REVOCABLE LIVING TRUST
21573 W COCOPAH ST
BUCKEYE, AZ 85326

EUSTICE CHRISTINA M
21573 W KIMBERLY DR
BUCKEYE, AZ 85326

AVILA JANET ACOSTA/PARRA EULICES GUZMAN
21574 W HOPI ST
BUCKEYE, AZ 85326

ALVIZO ITZEL
21574 W MOHAVE ST
BUCKEYE, AZ 85326

CALKINS STEVEN
21574 W WATKINS ST
BUCKEYE, AZ 85326

VELEZ-SHIELDS VALERIE A/MICHAEL F
21575 W PAPAGO ST
BUCKEYE, AZ 85326

MEJIA RICARDO
21576 W COCOPAH ST
BUCKEYE, AZ 85326

DAVIS CHRISTOPHER E/OROZCO BRIANDA E
21576 W KIMBERLY DR
BUCKEYE, AZ 85326

FLORES WENDY/CHAVEZ DAISY FLORES
21577 W HOPI ST
BUCKEYE, AZ 85326

MINIEFIELD CHAYANA M/JELISA
21577 W SONORA ST
BUCKEYE, AZ 85326

INGRAM MICHELLE
21578 W SONORA ST
BUCKEYE, AZ 85326

CHAVEZ RIGOBERTO
21579 W KIMBERLY DR
BUCKEYE, AZ 85326

TORRES ALFREDO
21579 W WATKINS ST
BUCKEYE, AZ 85326

USZODI BELA/KAYLA
21589 W WATKINS ST
BUCKEYE, AZ 85326

PSC BUCKEYE LLC
23 WALKER AVE PMB 300
BALTIMORE, MD 21208

LAKEVIEW LOAN SERVICING LLC
3637 SENTARA WAY
VIRGINIA BEACH, VA 23452

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA, WA 98531

RK PROPERTIES LLLP
4820 N GREENTREE DR W
LITCHFIELD PARK, AZ 85340

BUCKEYE CITY OF
530 E MONROE AVE
BUCKEYE, AZ 85326

2024-1 IH BORROWER LP
5420 LYNDON B JOHNSON FWY STE 600
DALLAS, TX 75240

KITCO LLC
6-1285 HARWOOD ST
VANCOUVER, BC 0

CHAKAVARIKA WILLARD/MUHASO CHIEDZA SHELTER
728 S 1ST ST
AVONDALE, AZ 85323

SUNBELT LAND HOLDINGS L P
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SHARP ROCK SFR LLC
8518 W DEER VALLEY RD STE 100
PEORIA, AZ 85382

HERRERA KIMBERLY F
PO BOX 1823
BUCKEYE, AZ 85326

21538 W WATKINS ST
BUCKEYE AZ, 85326

HOSTETTER BRADLEY DAVID/SHELLEY L
1377 S 215TH LN
BUCKEYE AZ 85326

SIENNA PARK HOMEOWNERS ASSOCIATION
1940 W CHANDLER BLVD STE 2 PMB 617
CHANDLER, AZ 85224

STLTR48 LLC
20118 N 67TH AVE STE 300
GLENDALE, AZ 85308

BUCHANAN WENDY L/SINGH POORAN JR
21560 W DURANGO ST
BUCKEYE, AZ 85326

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA WA 98531

THATCHER JOSHUA/PATRICIA
21571 W PAPAGO ST
BUCKEYE AZ 85326

Interested Parties	Title	Organization	Email
Mark James	Planning Manager, Community Initiatives Team	Luke AFB	mark.james.14@us.af.mil

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

March 7, 2025

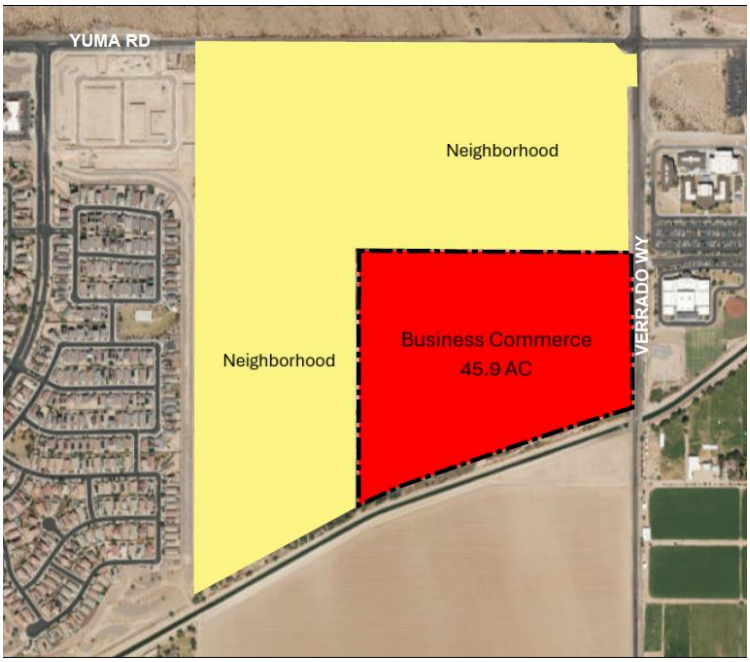
Via U.S. Mail

Re: **Notice of Public Hearings**; SWC Verrado Way and Yuma Road;
Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that public hearings have been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, which will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The hearing information is as follows:

Planning & Zoning Commission
March 25, 2025, at 6:00 PM
Buckeye City Council Chambers
530 E Monroe Ave
Buckeye, AZ 85326

City Council
April 15, 2025, at 6:00 PM
Buckeye City Council Chambers
530 E Monroe Ave
Buckeye, AZ 85326

You are invited to attend these hearings to provide comments on the record. You may also submit written feedback via email to swoods@buckeyeaz.gov to be shared with the Planning and Zoning Commission and City Council for their consideration.

For more information about the applications, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093 if you have questions regarding the hearing process.

Very truly,

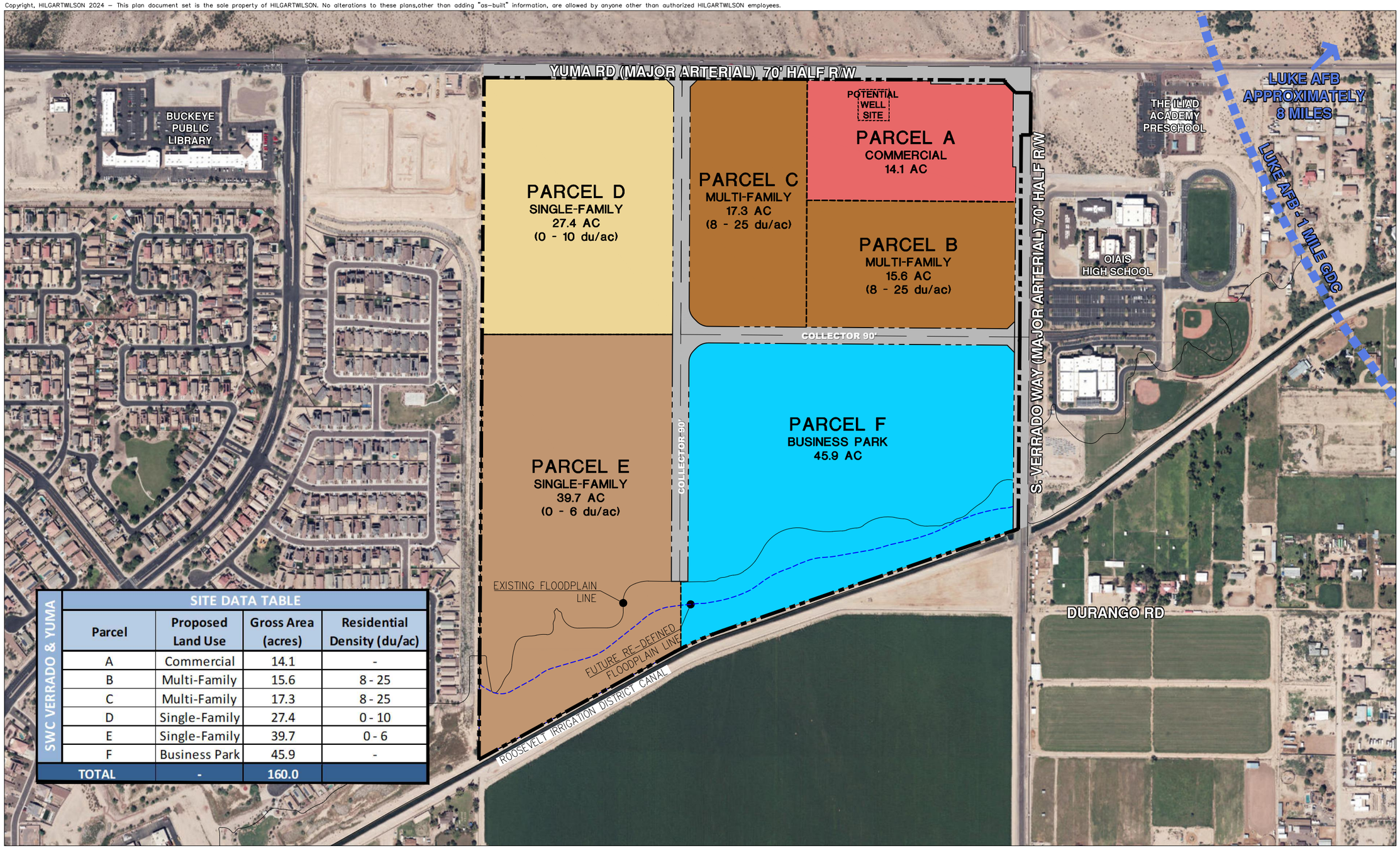
GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

Appendix D

Copyright, HILGARTWILSON 2024 – This plan document set is the sole property of HILGARTWILSON. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON employees.



SWC VERRADO & YUMA

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TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

March 7, 2025

Via Email

Re: **Notice of Public Hearings**; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that public hearings have been scheduled for these applications. The following is a description of our requests:

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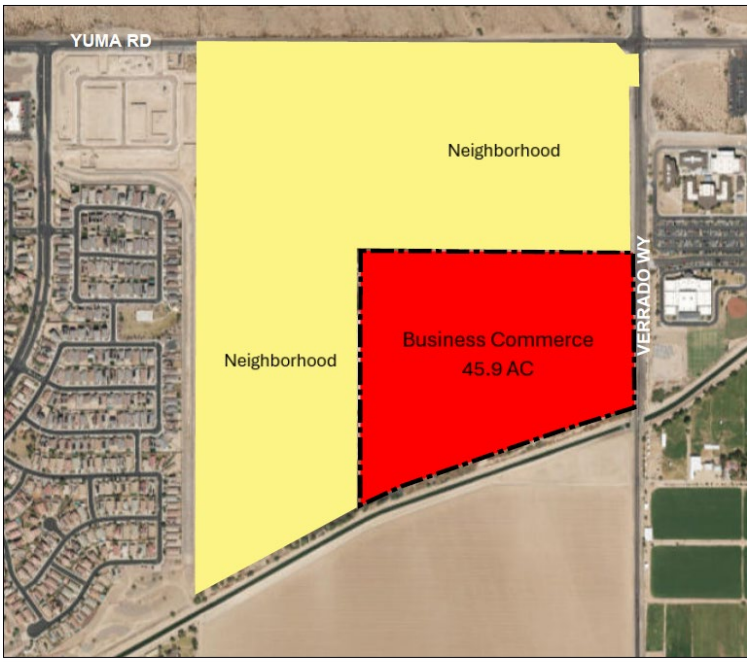

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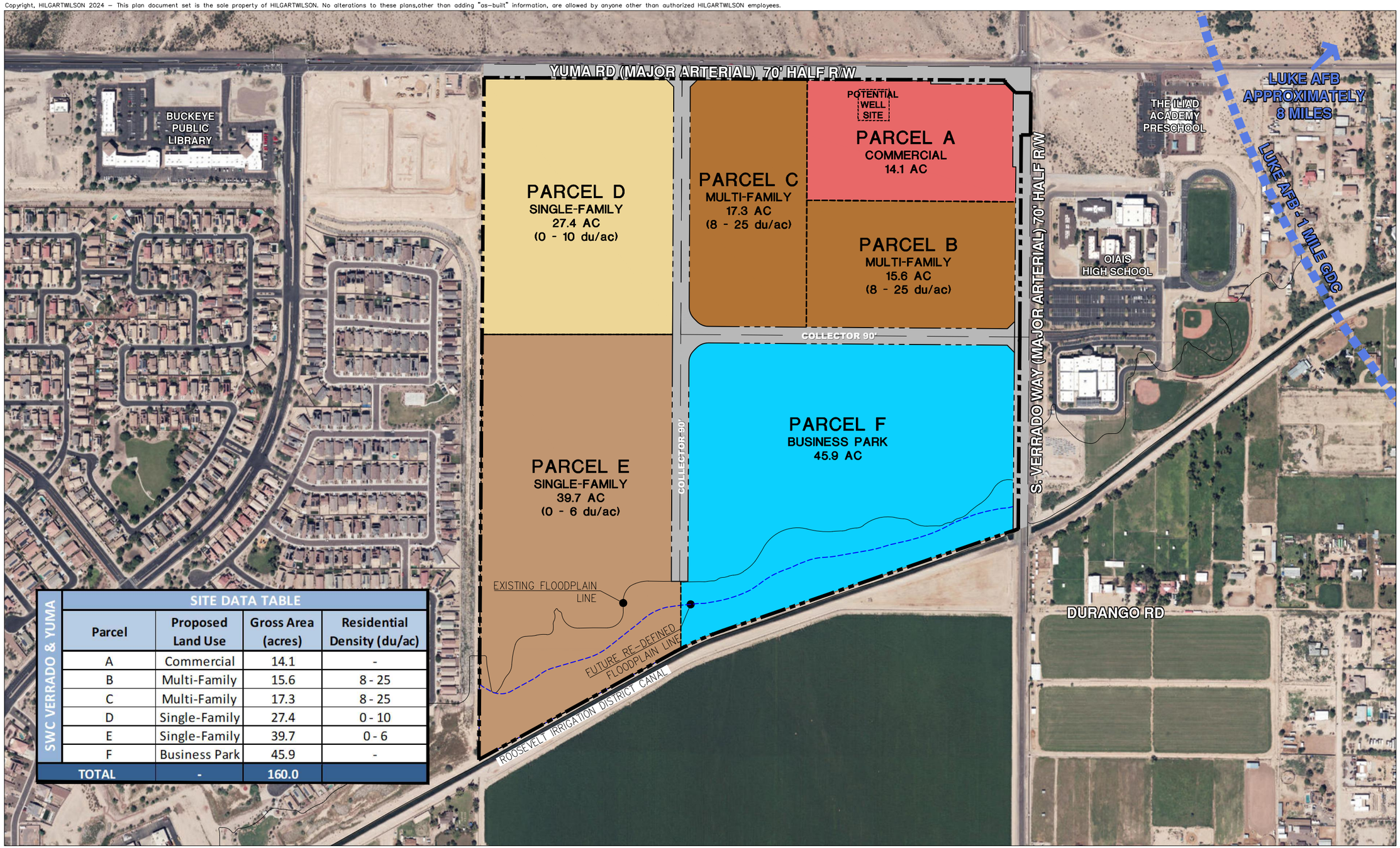

SWC VERRADO & YUMA

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From: Marcela Mora-Yatko
To: Zhaira Ortiz
Bcc: SUNBELT INVESTMENT HOLDINGS_Yuma and Verrado_088108_000057_Email
Subject: RE: PLZU-24-0004
Date: Tuesday, November 5, 2024 1:37:36 PM
Attachments: image001.png

Good afternoon Zhaira,

Thank you for reaching out. The letter you received is to provide notice that a rezone application and Minor General Plan amendment application have been submitted to the City of Buckeye for this property. If approved, the property could have residential, commercial, and business park development, whereas, right now, the property could only have residential development. There are currently no immediate plans for construction on this site, but there could be in the future if the rezone and Minor General Plan amendment applications are approved by the City. Prior to construction, the City will have to review the plans for the site, and if you live within 300 feet of the property, you will receive another notice that would provide more information about the project.

Please let me know if this answers your question or if you have any future questions regarding the applications.

Thank you,
Marcela

Marcela Mora-Yatko, AICP
Planning Consultant
GILBERT BLILIE PLLC
701 N. 44th Street | Phoenix, AZ 85008
Direct: 480.429.3044 | Main: 480.429.3000
Email: mmora-yatko@gilbertblilie.com

From: Zhaira Ortiz <zhairaortiz14@gmail.com>
Sent: Tuesday, November 5, 2024 1:03 PM
To: Marcela Mora-Yatko <mmora-yatko@gilbertblilie.com>
Subject: PLZU-24-0004

Good afternoon Marcela,

I hope this email finds you well. I was hoping to reach out to you to get further information regarding the case above. I received a letter in the mail indicating there will be a meeting held on November 13th. Unfortunately, we will not be able to attend this meeting but are very interested to know what will be discussed. If I understood correctly, it seems there will be construction in the neighboring land of our property, is that correct? If so, is the letter received a notice of the construction that will come? Or how will this construction affect me? Thank you in advance for your time in this matter, I hope to hear from you soon.

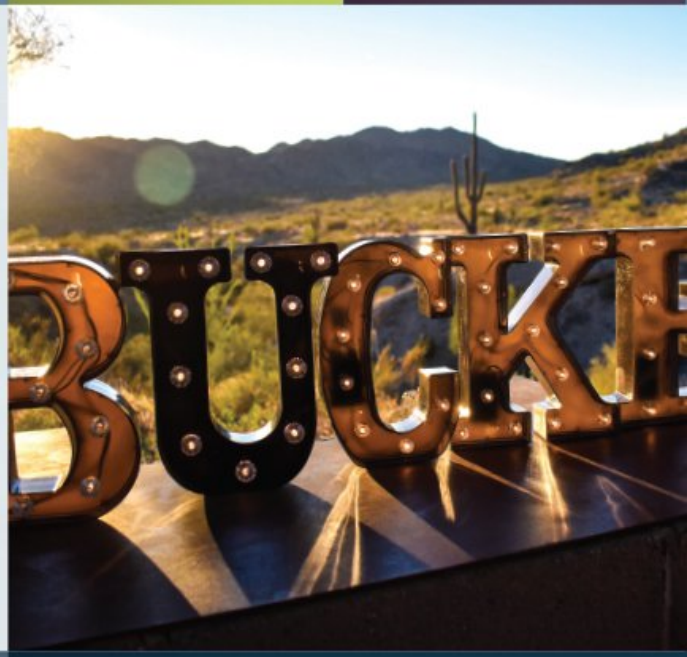
Best regards,

Zhaira Ortiz

SWC Verrado Way & Yuma Road
Minor General Plan Amendment & Planned Area Development

PLZU-24-0004 & PLZZ-24-0005

Mayor and City Council – April 15, 2025



BUCKEYE, AZ

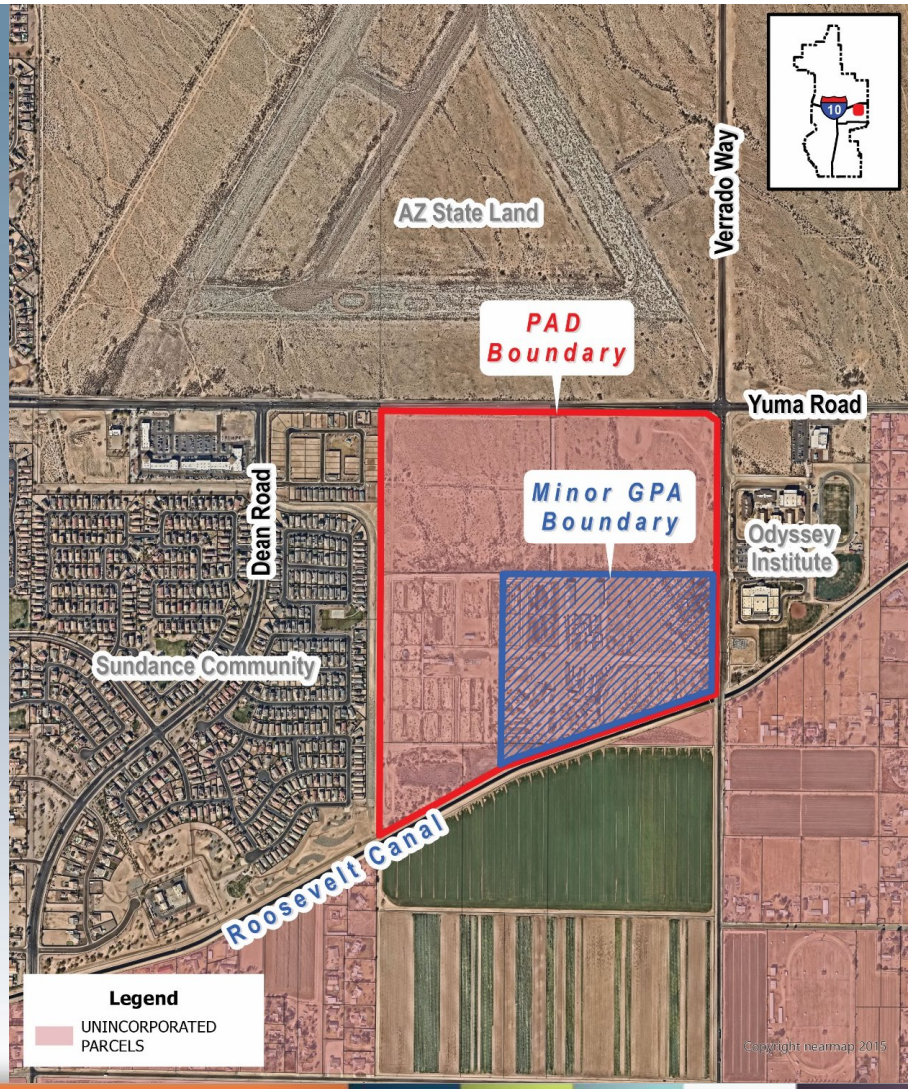
buckeyeaz.gov

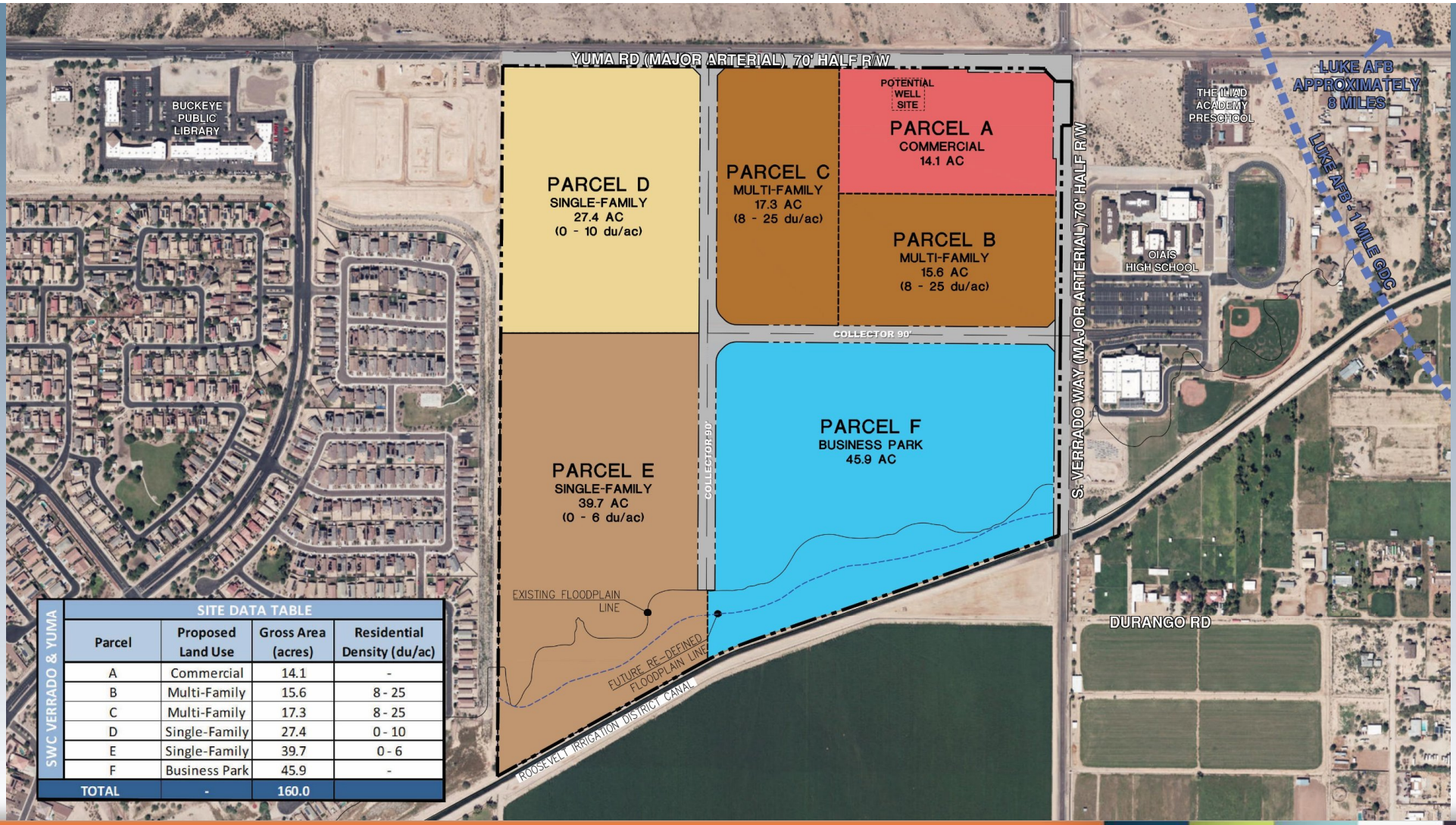
Project Overview

- PLZU-24-0004: Minor General Plan Amendment changing the land use designation from Neighborhood to Business Commerce; 45.9 acres in size
- PLZZ-24-0005: Rezone from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD); 160 acres in size

Site Context

- Subject Property: Former dairy farm
- North: Vacant auxiliary field
- South: Agricultural land
- East: Odyssey Institute & future commercial
- West: Sundance community





SWC VERRADO & YUMA

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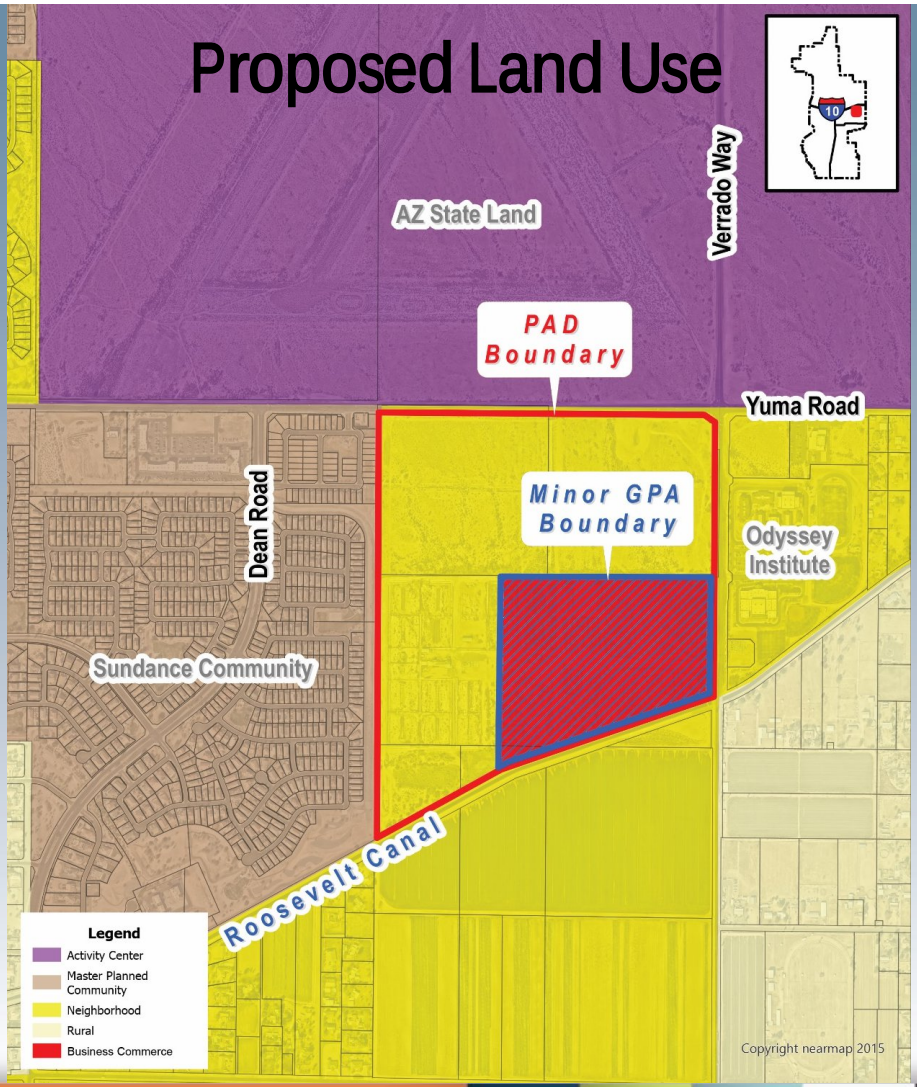
TOTAL	-	160.0	


Existing Land Use
AZ State Land
Verrado Way
PAD Boundary
Yuma Road
Minor GPA Boundary
Dean Road
Odyssey Institute
Sundance Community
Roosevelt Canal
Legend
Activity Center
Master Planned Community
Neighborhood
Rural
Copyright nearmap 2015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Legend
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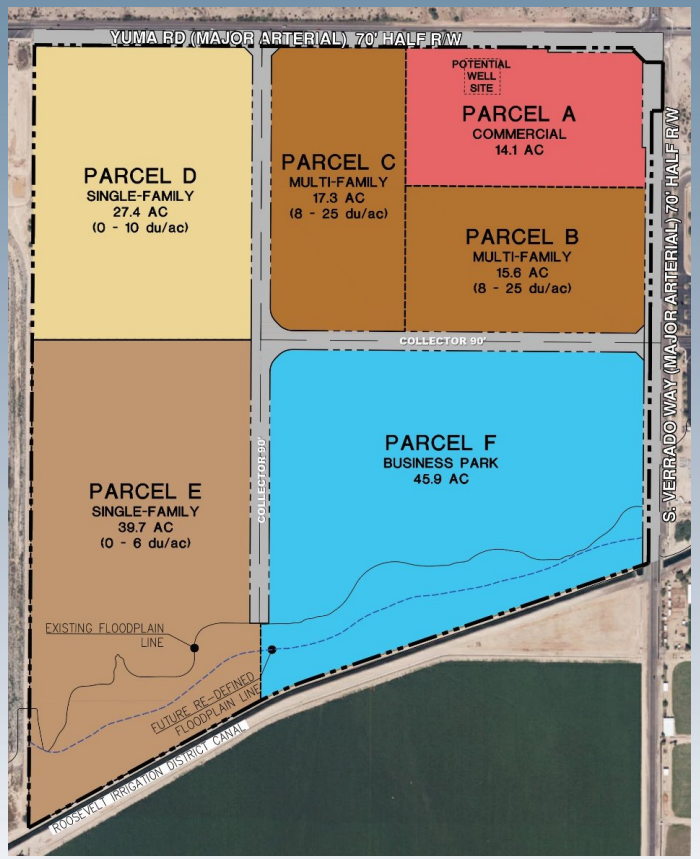
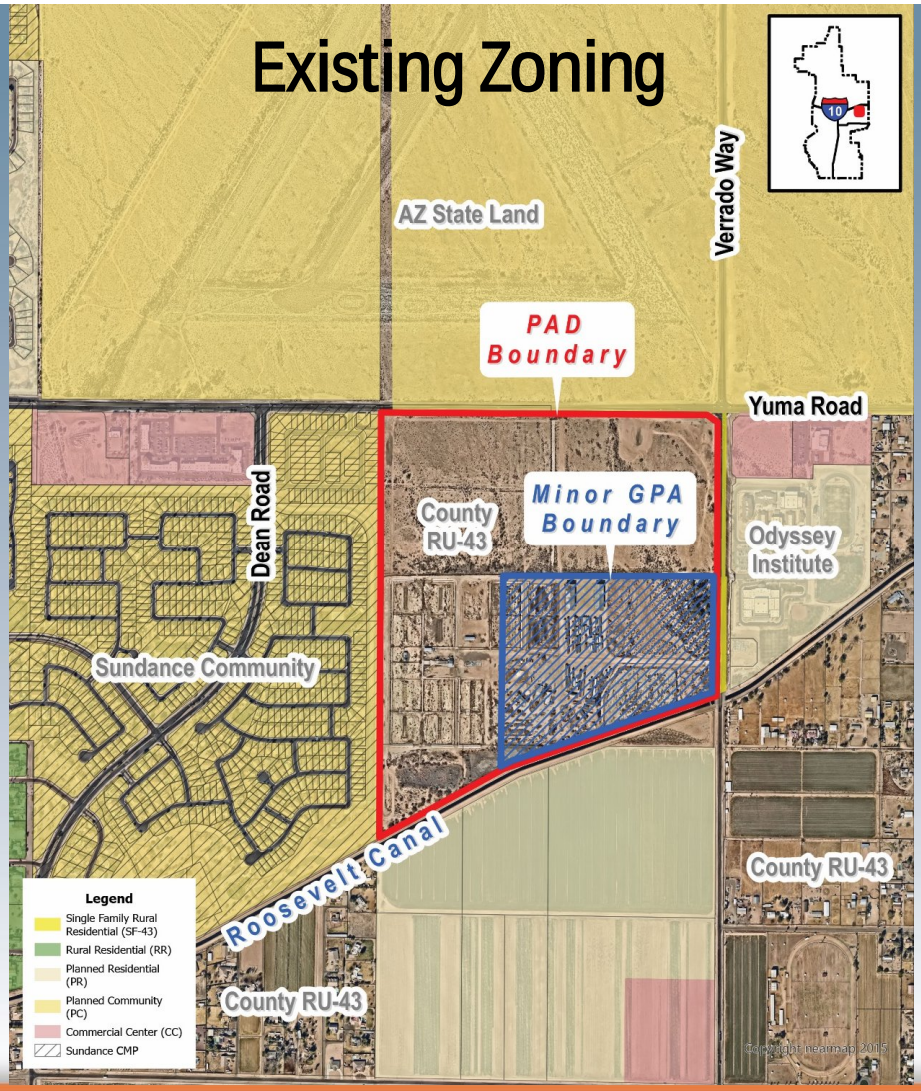
Neighborhood
Rural
Business Commerce
Copyright nearmap 2015

Proposed Minor GPA

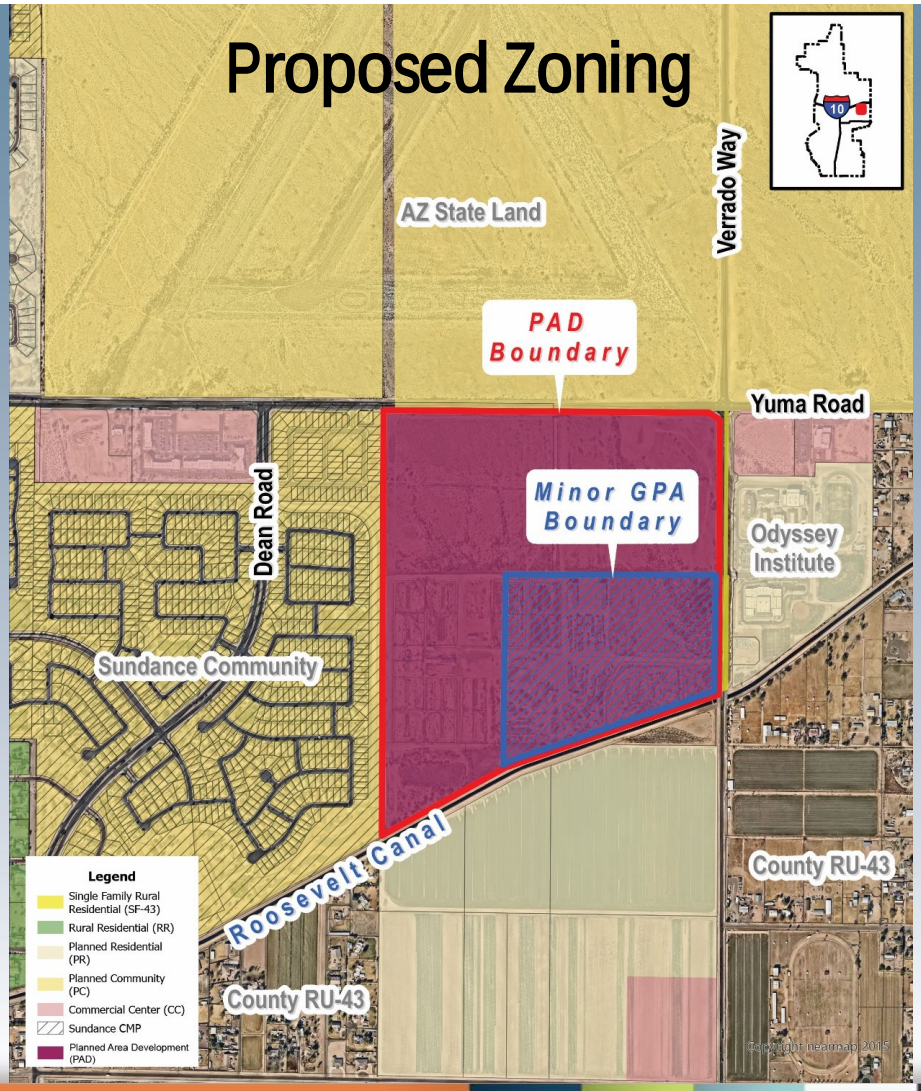
- Business Commerce:
  - Community and regional serving commercial development, professional offices, business parks
  - Access to major roads while encouraging walkability, connections to adjoining neighborhoods
  - No larger scale or heavier industrial
- Parcel F requires Minor GPA for compliance with General Plan



Existing Zoning



Proposed Zoning

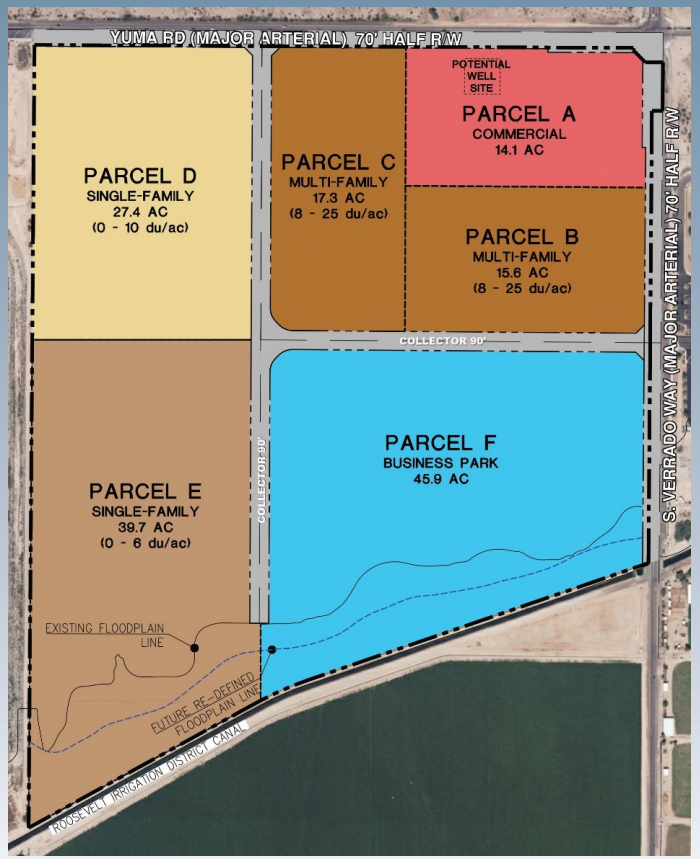


Proposed PAD

- Development units may vary up to 10% in size; otherwise, amendments shall follow minor vs. major amendment procedures in Development Code
- Uses and development standards are prescribed by each development unit (Parcel), using the City's existing zoning districts as a starting point with modified standards
- Future design reviews shall follow all Development Code standards and guidelines

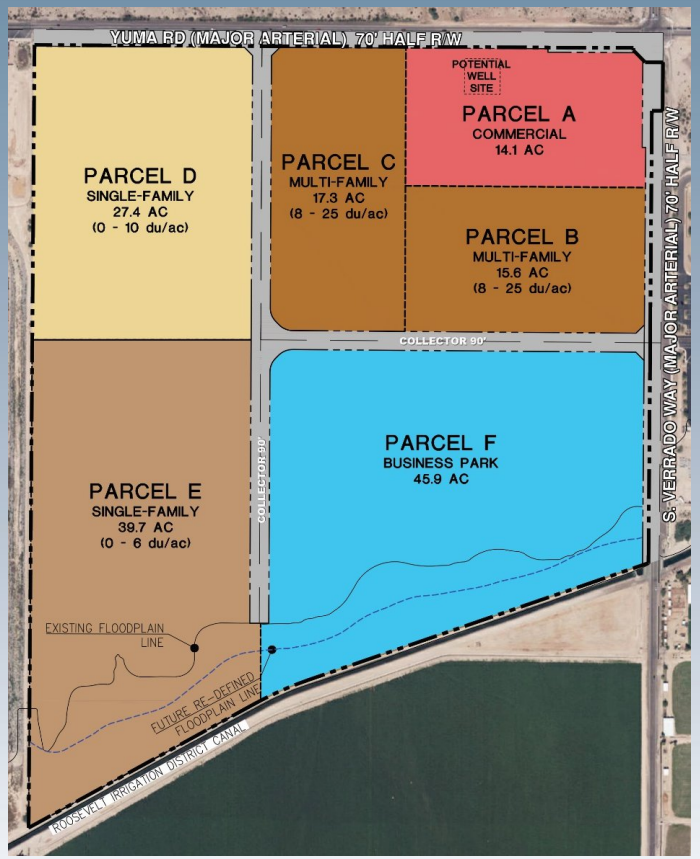
Permitted Uses

- Parcel A: C-1 permitted uses; no conditional uses
- Parcels B-C: MF-1 permitted and conditional uses
- Parcels D-E: R1-3/R1-1 permitted and conditional uses
  - Single-family attached and townhomes permitted



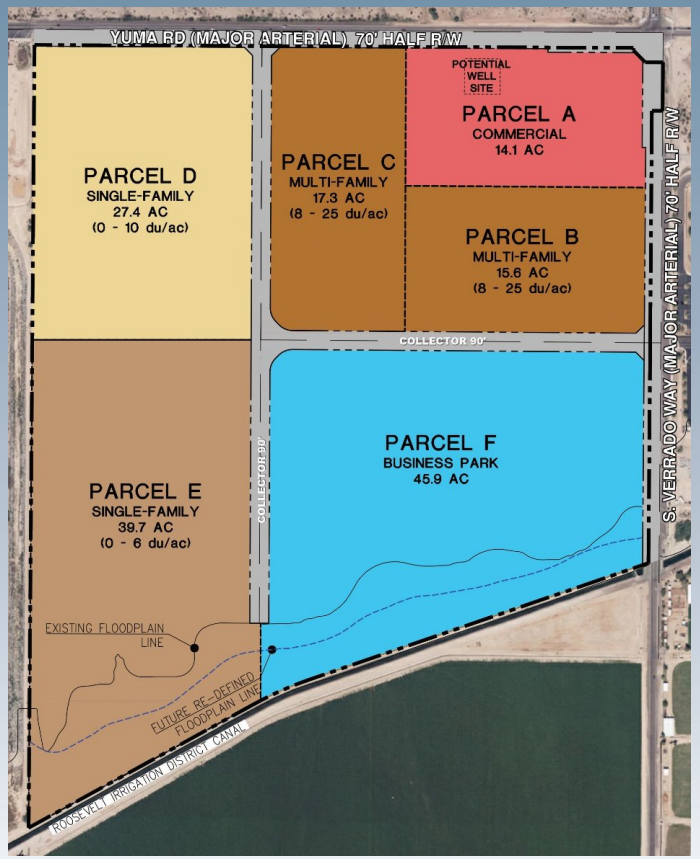
Permitted Uses (cont.)

- Parcel F: BP permitted and conditional uses, except:
  - Cross-dock warehousing is prohibited
  - Warehouse buildings limited to a maximum size of 150,000 square feet (up to 200,000 square feet possible only through an approved Conditional Use Permit)



Development Standards

- Parcel A: C-2 standards
- Parcels B-C: MF-2 standards*
- Parcel D:
  - Detached: R1-3 standards*
  - Attached: R1-1 standards*
- Parcel E: R1-3 standards*
- Parcel F: BP standards

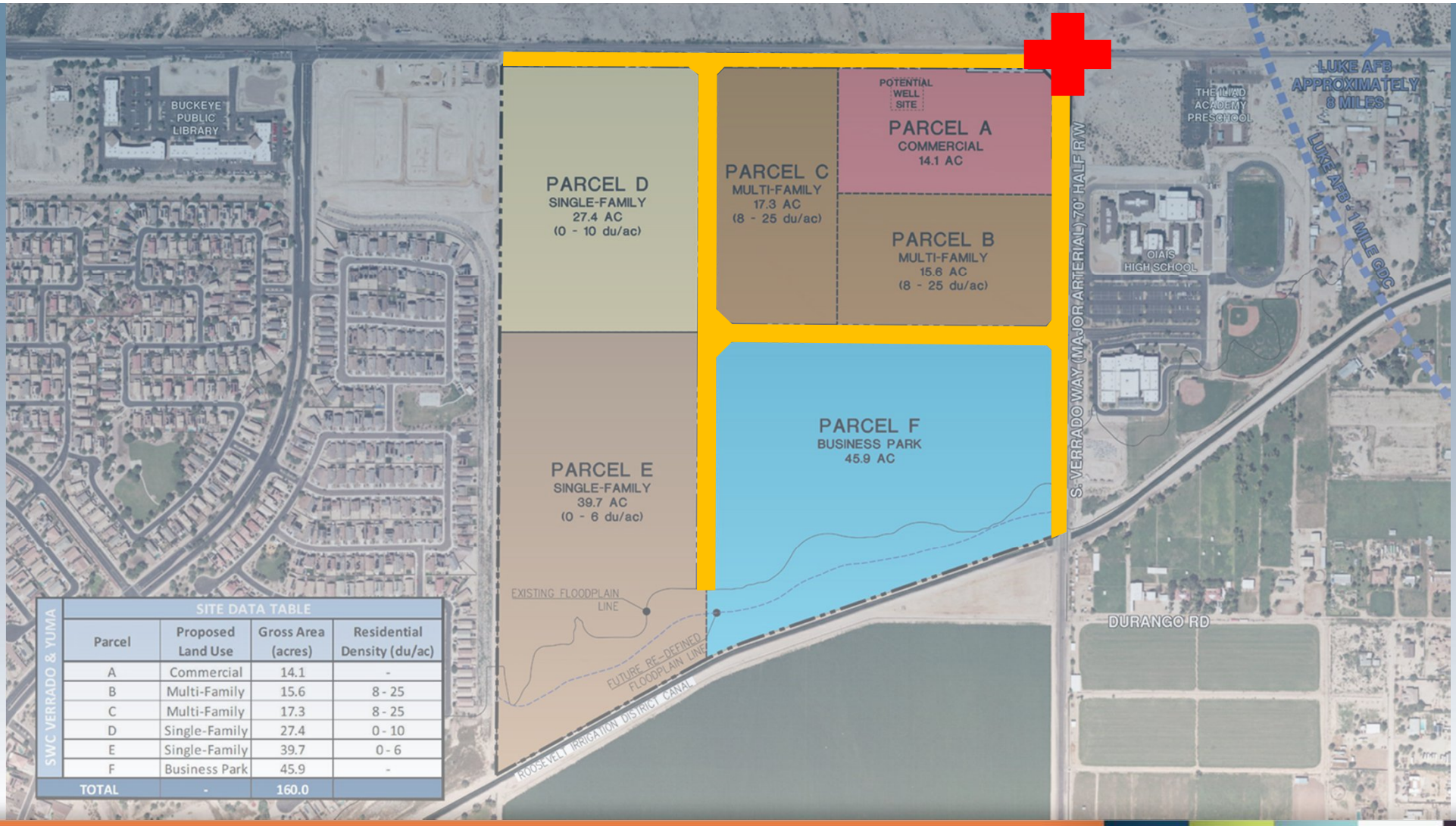


Public Participation

- Neighborhood meeting: November 13, 2024 at 6PM, held at Buckeye Library – Coyote Branch
- Legal Notice: March 7, 2025
- Site Posting: March 10, 2025
- Mailing Notice: March 7, 2025
- Planning & Zoning Commission recommended approval on Minor GPA and PAD (subject to conditions) on March 25, 2025
  - One neighbor spoke with questions during public hearing

Future Development & Infrastructure

- Submittal and approval of future Site Plans and subdivision plat applications required
- Phasing to be determined by market conditions; single-family residential likely to develop before commercial
- Developer to complete water, sewer, and transportation (half-street) infrastructure improvements, as determined by Site Plan or Preliminary Plat approvals



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TOTAL	-	160.0	

Emergency Services & Schools

- Property to be serviced by City Fire and Police
- Notice to Buckeye Union High School District (BUHSD) and Liberty Elementary School District (LESD) sent; adequate facilities exist or are planned to be constructed in time to accommodate projected number of students from project

Analysis

- ✓Furthers goals of the Buckeye General Plan, provided the Minor GPA case is approved
- ✓Conforms to the Buckeye Development Code and/or proposes alternate standards that will result in high quality development
- ✓No outstanding issues from reviewing departments

Recommendation

Case PLZU-24-0004: Minor GPA

- Conduct a public hearing and adopt Resolution No. 14-25

Case PLZZ-24-0005: Rezone to PAD

- Conduct a public hearing and adopt Ordinance No. 15-25, approving the PAD subject to conditions a) through aa)

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 14-25

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 45.9 ACRES LOCATED APPROXIMATELY 1,200 FEET SOUTH OF THE SOUTHWEST CORNER OF VERRADO WAY AND YUMA 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 No. PLZU-24-0004 would have the effect of changing the General Plan's land use designation of approximately 45.9 acres of land located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce; and

WHEREAS, approving the Minor General Plan Amendment Case No. PLZU-24-0004 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-24-0004 for approval on March 25, 2025.

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-24-0004 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 15th day of April, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/15/25	**AGENDA ITEM:** 5.D. DS - PH - Southwest Corner of Verrado Way and Yuma Road Planned Area Development
DATE PREPARED: 04/09/25	**DISTRICT NO.:** 2
STAFF LIAISON: Mandy Woods, Principal 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 and take action on Ordinance No. 15-25 amending the zoning map of the City of Buckeye for approximately 160 acres located at the southwest corner of Verrado Way and Yuma Road from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:
Jeffrey Blilie of Gilbert Blilie, PLLC, on behalf of owner Sunbelt Land Holdings LP, is requesting to rezone approximately 160 acres located at the southwest corner of Verrado Way and Yuma Road from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD), Case No. PLZZ-24-0005. A Rezone changes the zoning district of a property to another zoning district. A Rezone request to Planned Area Development changes the zoning district of a property to PAD, a zoning district intended for master planned projects under 640 acres in size which may modify provisions of the Development Code to achieve a specific vision.

The proposed PAD allows for a combination of residential, commercial, and smaller-scale, high-quality business park development on the 160-acre property. The land use plan includes six proposed development units: Parcel A (proposed commercial land use), Parcels B and C (proposed multi-family residential land use), Parcels D and E (proposed single-family residential land use), and Parcel F (proposed business park land use). Except for uses allowed in Parcel F, all uses identified within the PAD shall conform with the existing Neighborhood land use designation.

Two companion cases to the Rezone are scheduled for consideration at this same Council meeting. Ultimate approval of the Rezone to PAD by Council at this hearing requires approval of the following:

- Case No. PLZM-24-0006, a request to annex the subject property and additional adjacent land area and adjacent right-of-way, totaling 167.8 acres. The blank petition public hearing on the annexation occurred at the February 4, 2025 City Council hearing.
- Case PLZU-24-0004, a request for a Minor General Plan Amendment to change the land use designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce. The Minor General Plan Amendment boundary corresponds with the proposed business park development unit in the PAD, Parcel F.

Please review attached staff report and exhibits for additional information and analysis.

BENEFITS:
Approval of this Rezone and companion Minor General Plan Amendment case will support a master planned approach to development of the subject property with a variety of residential and non-residential land uses which are strategically located to ensure compatibility with surrounding uses, particularly the

existing Sundance community to the west.

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:
PLZZ-24-0005 - SWC Verrado & Yuma PAD - Staff Report - CC20250415.docx
Exhibit A - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Vicinity Map - CC20250415.pdf
Exhibit B - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Existing Land Use - CC20250415.pdf
Exhibit C - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Proposed Land Use - CC20250415.pdf
Exhibit D - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Existing Zoning - CC20250415.pdf
Exhibit F - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Narrative - CC20250415.pdf
Exhibit E - PLZZ-24-0005 - SWC Verrado & Yuma PAD - Proposed Zoning - CC20250415.pdf
Exhibit G - PLZZ-24-0005 - SWC Verrado & Yuma PAD - CPR - CC20250415.pdf
PLZU-24-0004 PLZZ-24-0005 - Verrado & Yuma Annex GPA PAD - Presentation - CC20250415.pptx
Ord. No. 15-25.pdf

REZONE

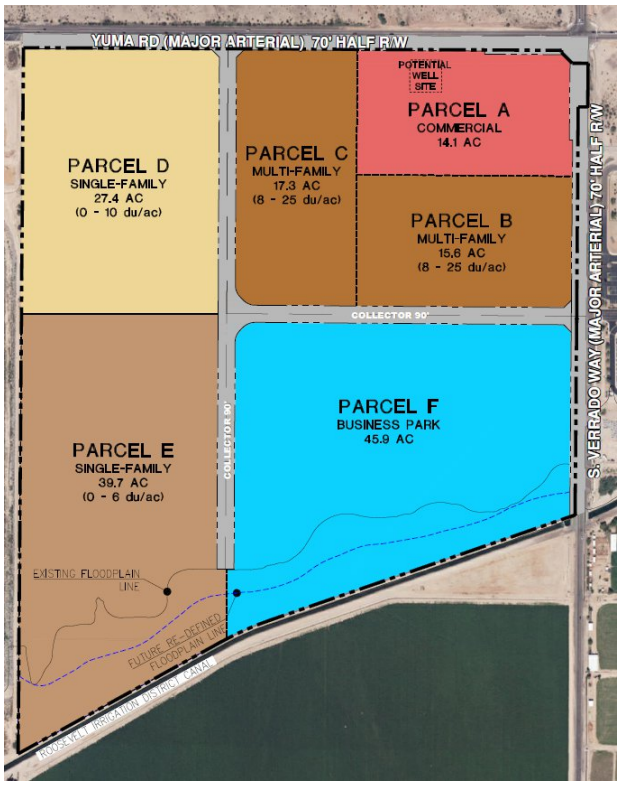
Report to the Mayor and City Council

CASE NUMBER:	PLZZ-24-0005
TITLE:	SWC Verrado Way & Yuma Road Planned Area Development
MEETING DATE:	April 15, 2025

Applicant/Owner:	Jeffrey Blilie, Gilbert Blilie, PLLC, on behalf of Sunbelt Land Holdings LP
Request:	Rezone from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD)
District:	2
Location:	Southwest Corner of Verrado Way and Yuma Road (Exhibits A, B, C, D, and E)
Site size:	Approximately 160 acres
Density:	Maximum 6.0 dwelling units per acre for the entire project area
Public input:	No comments in support or opposition of the proposal have been received to date; one speaker asked questions during the Planning & Zoning Commission public hearing for the companion Minor General Plan Amendment case.
Recommendation:	Conduct a Public Hearing and Adopt Ordinance No. 15-25, approving the rezoning subject to conditions a) through aa)

PROJECT DESCRIPTION:

1. Jeffrey Blilie of Gilbert Blilie, PLLC, on behalf of owner Sunbelt Land Holdings LP, is requesting to rezone approximately 160 acres located at the southwest corner of Verrado Way and Yuma Road from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD). The R1-43 zoning district is the closest equivalent City zoning district to the current Maricopa County Rural 43 (RU-43) zoning, which will be assigned to the property upon annexation.
2. The applicant's PAD narrative is included as Exhibit F. The proposed PAD allows for a combination of residential, commercial, and smaller-scale, high-quality business park development on the 160-acre property. The land use plan (see page 38 of Exhibit F and snipped image below) includes six proposed development units, as follows:
    a. Parcel A: 14.1 acres of proposed neighborhood-supporting commercial
    b. Parcel B: 15.6 acres of proposed multi-family residential, with an anticipated density range of 8-25 dwelling units per acre
    c. Parcel C: 17.3 acres of proposed multi-family residential, with an anticipated density range of 8-25 dwellings units per acre
    d. Parcel D: 27.4 acres of proposed single-family residential, with an anticipated density range of 0-10 dwelling units per acre
    e. Parcel E: 39.7 acres of proposed single-family residential, with an anticipated density range of 0-6 dwelling units per acre
    f. Parcel F: 45.9 acres of business park land uses



3. Two companion cases to the PAD have been submitted and are scheduled for consideration of approval at this same City Council meeting. Ultimate approval of the PAD by City Council at this hearing requires approval of the following:
    a. Case PLZM-24-0006, a request to annex to annex the subject property and additional adjacent land area and adjacent right-of-way, totaling 167.8 acres. The blank petition public hearing occurred at the February 4, 2025 City Council hearing.

b. Case PLZU-24-0004, a request for a Minor GPA to change the land use designation of approximately 45.9 acres located approximately 1,200 feet south of the southwest corner of Verrado Way and Yuma Road from Neighborhood to Business Commerce. The Minor GPA boundary corresponds with the proposed business park development unit, Parcel F.

4. Except for uses allowed in Parcel F, all uses identified within the proposed PAD conform with the existing Neighborhood land use designation. The maximum density for residences will not exceed 6 units per acre across the 160-acre property (960 or fewer units). Approval of the concurrent Minor General Plan Amendment (Minor GPA) is required for the business park portion of the proposed PAD to conform to the City's General Plan.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Former Dairy Farm	Neighborhood	Maricopa County Rural-43 (RU-43); to be assigned Buckeye Single-Family Residential 43 (R1-43) upon annexation
North (across Yuma Road)	Vacant auxiliary field, owned by the Arizona State Land Department	Activity Center (The Landing)	Planned Community (PC)
South (across RID Canal)	Agricultural land	Neighborhood	Planned Residential (PR) and Maricopa County Rural-43 (RU-43)
East (across Verrado Way)	Odyssey Institute and future commercial corner (storage and retail)	Neighborhood	Planned Residential (PR) and Commercial Center (CC)
West	Sundance single-family residential community	Master Planned Community	Planned Community (PC) with Community Master Plan (CMP) Overlay (Sundance CMP)

PUBLIC PARTICIPATION SUMMARY:

6. A neighborhood meeting, providing an opportunity for interested parties to learn more about the PAD rezoning and concurrent Minor GPA request, was held on November 13, 2024 at 6:00 P.M. at the Buckeye Library – Coyote Branch. As required by the Buckeye

Development Code, written notices to property owners within 500 feet of the subject site were mailed on October 28, 2024, at least 15 days prior to the date of the meeting.

7. Attendees included a representative from the applicant's project team and City staff. No residents attended the neighborhood meeting. Outside of the neighborhood meeting, staff has not received any written or verbal feedback from the public pertaining to this request.
8. All required notifications were completed at least 15 days in advance of the Planning & Zoning Commission and City Council public hearing dates, as follows.
9. Table 2: Public Notices:

Notification Element	Date
Legal Notice published in the Arizona Republic	March 7, 2025
Site Posting	March 10, 2025
Mailing Notice to Property Owners Within 500'	March 7, 2025

10. The project team documented in Exhibit G (Citizen Participation Report) that two neighbors inquired with questions on November 5, 2024, but no formal opposition or support for the rezone has been received.
11. During the public hearing for the companion Minor GPA case at the Planning & Zoning Commission meeting on March 25, 2025, one neighbor asked questions generally pertaining to water/irrigation rights, sewer improvements, and the multi-family products expected as part of the overall development.

BACKGROUND:

12. *February 4, 2025:* The first of two required City Council public hearings to consider annexation of the subject property was held.
13. *March 25, 2025:* Planning & Zoning Commission recommended approval of the Minor General Plan Amendment and rezoning (with conditions) to City Council.

ANALYSIS:

Conformance with the General Plan

14. The existing land use designation of the subject property is Neighborhood. For the proposed PAD to maintain conformance with the General Plan, 45.9 acres of the property require a Minor GPA to modify the existing land use designation from Neighborhood to

Business Commerce. With approval of the concurrent GPA, the proposal is in conformance with the General Plan.

15. The commercial uses permitted within Parcel A are neighborhood-supporting uses from the Community Commercial (C-2) zoning district, with intense uses removed.
16. It is worth noting that without a rezoning proposal, the property would be assigned R1-43 zoning following annexation. R1-43 allows single-family residential at approximately one dwelling per acre. The density of R1-43 and resulting character would be out of context with the existing development adjacent to the property and the anticipated character of the adjacent Landing Activity Center. Rezoning the site to a district more aligned with the adjacent context and future growth of the area is appropriate; the choice to rezone to PAD allows for a more comprehensive, master planned approach.
17. The rezoning furthers the following General Plan goals and policies:
    a. Policy G-1.1 Development within the Neighborhood land use designation should provide opportunities for integrated community uses that support and complement the area, such as schools, places of worship, preserved open spaces similar to parks, public safety facilities, and supportive neighborhood commercial and high-density residential uses at appropriate intensities and locations.
    b. 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.
    c. Policy 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.
    d. Policy G-3.4 Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.
    e. Policy G-4.1 The City of Buckeye will encourage a diverse mix of uses appropriate to support an area, such as in Activity Centers and Neighborhood areas to encourage residents to lead an active lifestyle.
    f. Policy G-17.1 The City of Buckeye should encourage a variety of housing types that meet the demands and needs of existing and future residents.

Land Use and Zoning

18. The PAD includes a proposed land use plan. Parcel F (the Business Commerce development unit) is ideally located off Verrado Way and two internal collector roadways which provide buffering from other Parcels within the PAD. The less intense and lower density single-family residential development units are located westward within the land use plan, internal to the site, forming a logical land use transition adjacent to the existing

Sundance Community. All other uses (neighborhood-supporting commercial at the hard corner, surrounded by anticipated multi-family and transitioning south to business park uses) are located along major roads and at the periphery of the site.

19. The final configuration of the proposed development units may vary slightly from the acreage of the land use plan; development units may vary in size by up to 10 percent without requiring an amendment to the PAD. All other changes to the PAD (including, but not limited to, more substantial changes to the development unit sizes, modifications to land uses, or modified development standards) will follow the criteria within the Development Code to determine whether a major or minor amendment to the PAD is warranted.
20. To ensure the character of development aligns with the General Plan, the PAD prohibits cross-dock warehousing and limits warehouse buildings within Parcel F to a maximum size of 150,000 square feet (up to 200,000 square feet is possible only through an approved Conditional Use Permit request).
21. The PAD prescribes land uses and development standards by each development unit or Parcel, as described below. All Parcels use the City's existing zoning districts as a starting point for uses and development standards, with proposed minor modified standards. Staff supports all modified standards because the changes offer more predictability of site development, not less, and the PAD rezone offers the benefit for the 160-acre site to be planned comprehensively and not in a fragmented approach.
22. Parcel A is intended for retail and services complementary to nearby residential.
    a. All permitted uses are neighborhood-supporting uses from the Community Commercial (C-2) zoning district, with intense uses removed, including: animal training school, boat and RV sales and rental, drive-in restaurants, feed store, commercial general outdoor recreation, nightclub, resort, and major vehicle service and repair. The remaining uses more closely resemble those permitted within the Neighborhood Commercial (C-1) zoning district. No conditional uses are proposed.
    b. Development standards follow Community Commercial (C-2) standards, so there are greater building setbacks adjacent to residential in exchange for potentially higher building heights (proposed 50-foot height matches C-2, compared to 30 feet in C-1).
23. Parcels B and C are intended for multi-family dwellings up to three stories in height.
    a. All permitted and conditional uses are those that would be allowed in Multi-Family 1 (MF-1).
    b. Development standards follow Multi-Family 2 (MF-2) standards, except that a much lower density range is proposed (8-25 dwelling units per acre, compared to the minimum of 15.1 required in MF-2), and a maximum building height of 50 feet is

provided in the PAD (compared to no maximum height in MF-2). Staff supports these modifications as it provides more predictability as to future development character.

c. Proposed site enhancement landscaping requirements exceed Development Code requirements; staff supports this modification as it results in more landscaping for certain densities.
    i. The Development Code requires 30 percent for development densities of 10-15 dwelling units per acre and 10 percent for densities higher than 15 dwelling units per acre.
    ii. The PAD proposes 30 percent for development densities of 8-15 dwelling units per acre, and 25 percent for densities of 15-25 dwelling units per acre.

24. Parcel D is intended for a variety of single-family residential, including traditional detached and attached units.

a. Permitted and conditional uses include those that would be allowed in Single-Family Residential 3 (R1-3) and Residential 1 (R1-1) (note that these existing districts allow nearly identical uses). In addition, single-family attached dwellings and townhomes are allowed.
    i. These two "missing middle" housing uses are currently not listed on the Development Code use table, but they are anticipated to be added in the ongoing Development Code update. Note that Section 2.3 of the Development Code, which establishes the intentions for each residential zoning district, states that the smaller lot single-family districts such as R1-3 and R1-1 are intended to allow products such as townhomes.

b. Lot width, lot size, lot coverage, and front and side setback standards for detached single-family follow R1-3 standards. The remaining standards are modified. A maximum density of eight dwelling units per acre is provided (no maximum density is specified in R1-3), the maximum building height is lowered (35 feet, compared to 45 feet in R1-3), the rear setback is eight feet (matching the proposed attached standards below), and a front-loaded garage setback is provided (a standard not specified in R1-3).

c. Development standards for attached single-family follow R1-1 standards, except that a maximum density of 10 dwelling units per acre is provided (no maximum density is specified in R1-1), the maximum building height is lowered (35 feet, compared to 50 feet in R1-1), and a front-loaded garage setback is provided (a standard not specified in R1-1). In addition, no aggregate side setback is required, which is essential for attached or townhome units.

d. Staff supports all proposed modified standards for Parcel D because they balance flexibility in product types, allow for the opportunity for more middle housing

development, while providing more predictability with more specific development standards and shorter building heights than the comparable base zoning districts.

25. Parcel E is intended for detached single-family units.
    a. Permitted and conditional uses are the same as Parcel D, above.
    b. The development standards for Parcel E match the detached single-family standards for Parcel D, except that a lower maximum density is provided (six dwelling units per acre) and the rear setback standard is 10 feet (typical for single-family detached), matching R1-3.
26. Parcel F is intended for smaller-scale business park uses.
    a. All permitted and conditional uses are those that would be allowed in Business Park (BP). Cross-dock warehousing is prohibited, and warehouse buildings will be limited to a maximum of 150,000 square feet (or 200,000 square feet by approval of a Conditional Use Permit). These restrictions are supported by staff because they will contribute to a higher-quality business park appearance.
    b. Development standards follow BP standards.
27. The PAD includes representative imagery for each development unit. These images are included to assure quality but are not binding in terms of architectural style. All proposed developments will adhere to the design standards and guidelines as prescribed within the Development Code.

Future Development & Infrastructure

28. Submittal and approval of future Site Plan and subdivision plat applications will be required. At the time of each Site Plan or subdivision plat submittal, staff will ensure that the proposed development is consistent with the approved PAD and features high quality design that meets all Development Code requirements. For development on Parcel F, staff will ensure that any future Site Plan is consistent with the intent of the Business Commerce land use designation. No proposed end users are known at this time.
29. Phasing of this development will be dependent on market conditions. It is anticipated that residential development, particularly Parcels D and E, may occur prior to commercial development.
30. The site is located within the City of Buckeye sewer and water service areas. An existing Development Agreement specifies well site requirements (a well site is shown on Parcel A on the land use plan). The future developer(s) will be responsible for completing all water and sewer infrastructure improvements needed to serve the proposed development, the extent of which will be determined as part of future Site Plan or Preliminary Plat processes.

31. The property will be serviced by City of Buckeye Police and Fire Departments. The nearest fire station is Fire Station #702 located on the northeast corner of Rainbow Road and Durango Street, approximately 2.4 miles from the subject property. The nearest police station is located in the City complex at Yuma Road and Dean Road, approximately 0.8 miles from the site.
32. A portion of the subject property along the Roosevelt Irrigation District (RID) Canal is located within Special Flood Hazard Area and may be subject to local (Maricopa County Flood Control District) and federal (Federal Emergency Management Agency) floodplain requirements and permitting. The extent of floodplain and other drainage improvements will be determined as part of future Site Plan or Preliminary Plat processes.
33. The proposed project includes two internal collector roadways as indicated on the land use plan. All local circulation will be determined as part of future Site Plan or Preliminary Plat processes. Improvements along Verrado Way and Yuma Road will follow themes as indicated within the City's Arterial Gateway Guide. Depending on which Parcel develops first, the PAD (and conditions of approval) prescribes a detailed roadway improvements schedule. A Master Traffic Impact Analysis (TIA) will be required with the first Site Plan or Preliminary Plat proposed for the subject property.
34. The property is located within the Buckeye Union High School (BUHSD) and Liberty Elementary School Districts (LESD). The applicant sent notice of the development plans to each district. Both school districts responded that adequate school facilities exist or are planned to be constructed in time to accommodate the projected number of students from the proposed development. Neither district requested a school site within the proposed development. LESD requested a rooftop donation, while BUHSD acknowledged a developer donation agreement is in place. Certificate of adequate school facilities responses from each district are documented within the Citizen Participation Report, Exhibit G.
35. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Development Services, including Planning and Civil Engineering/Survey
    b. Fire
    c. Police
    d. Public Works
    e. Traffic Engineering
    f. Water Resources

RECOMMENDATION:

36. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 15-25, approving a Rezone from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD) for SWC Verrado Way & Yuma Road (Case PLZZ-24-0005), subject to conditions a) through aa), for the following reasons:
    - The Rezone furthers goals of the Buckeye General Plan (*Note:* If the companion Minor GPA is not approved, the Rezone would not be consistent with the General Plan and should not be approved);
    - The Rezone conforms to the Buckeye Development Code or proposed alternate standards that will result in high quality development occurring on the subject site; and
    - There are no outstanding issues from reviewing departments.

General

a) Development of the property shall be in general conformance with the document titled, "SWC Verrado Way and Yuma Road Planned Area Development," consisting of 43 pages, dated January 9, 2025, and stamp received January 9, 2025, except as modified by the following conditions of approval.

b) Portions of this project are subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06. This will include a legal and exhibit of the ownership parcel.

c) This project is subject to Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. This shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division. This will include a gross boundary legal and exhibit of the ownership parcels of the project.

d) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

e) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

f) All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye Standards.

Project Specific

g) Development construction documents shall comply with the City of Buckeye adopted Engineering Design Standards at the time of 1st submittal for final construction documents.

h) Additional Engineering comments regarding grading, drainage, streets, water and wastewater may be provided during subsequent project submittals.

i) The City has reviewed the plan and rezone for concept only. The site is subject to modifications once City comments are provided at site plan submittal. Project shall comply with City of Buckeye Engineering Standards and requirements.

j) Terms and Conditions of the Development Agreement (Shadow Canyon – Forestar Property and SIHI Property) DATED October 17, 2023 BETWEEN the CITY OF BUCKEYE, an Arizona municipal corporation, AND SUNBELT LAND HOLDINGS L.P., a Delaware limited partnership shall still apply.

Drainage

k) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

Transportation/Traffic

l) Prior to approval of any site plan or pre-plat, a Master Traffic Impact Analysis (TIA) is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings. Each phase/parcel will be required to submit a TIA or Traffic impact statement (TIS) with a site plan or pre-plat of that specific use.

m) 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.

n) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

o) 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.
p) All medians required for controlling restricted (such as right-in/right-out or ¾) site access shall be constructed with this development.
q) 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 City must show the actions taken and/or required are reasonably limited to those necessary to address the threat to public safety. 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.
r) Driveway spacing and storage requirements shall be per Table 1 of the COB Engineering Design Standards (EDS) Section 6-3.
s) All major intersections will require right turn slip lanes and dual left turn lanes per City Detail 63300.
t) On major local or local streets with a running length longer than 1200', traffic mitigation must be shown on the plat. Traffic mitigation can include elements such as chicanes and footballs and must be implemented with initial design. These traffic mitigation strategies may require no parking signs in areas where the traffic mitigation elements make on street parking unsafe or unfeasible. This will be determined at pre-plat submittal.
u) 4 legged intersections will require 2 way stop signs at a minimum and all way stops at major intersections to be determined at pre-plat submittal.
v) 3 legged intersections that have higher traffic volumes and non-typical traffic patterns are required to have a minimum of a 2 way stop to be determined at pre-plat submittal.
w) The Property Owner/Developer shall be responsible for the dedication and construction of all half-street right-of-way and improvements, at no cost to the City, for Yuma Road and Verrado Way, based on City of Buckeye standards. Half-street improvements shall be completed based on the following order of development:
    - If Parcel C or D is developed First:
        - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
        - The full street improvements for the North/South collector road, from Yuma Road to and including the 3-way intersection will be required.

- Fire access lane improvements of the East/West collector road will be allowed from the North/South intersection to Verrado Way.
- Full street improvements for the East/West collector road will be required with the 2nd parcel that comes in.
- The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.

- If Parcel B or F is developed First:
  - The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
  - The full street improvements for the East/West collector road, from Verrado Way to and including the 3-way intersection will be required.
  - Fire access lane improvements of the North/South collector road will be allowed from the East/West intersection to Yuma Road.
  - Full street improvements of the North/South collector road will be required with the 2nd parcel that comes in.
  - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.
- If Parcel E is developed First:
  - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
  - The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
  - The full street improvements for the North/South collector road and the East/West collector road will be required.
- If Parcel A is developed First:
  - Additional discussions will be needed due to the CIP project extents.

x) The Property Owner/Developer shall submit a Map of Dedication (MOD) or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

y) It has been determined that a portion of the required improvements may not be constructed as part of this Development. The Developer shall be responsible to design all of the required improvements, including landscaped medians and/or gateway signage in accordance with the Buckeye Arterial Gateway Guide, if applicable, and then

coordinate with the City to define the portion of improvements that will not be constructed as part of the development. A fee-in-lieu agreement will need to be completed to cover the omitted improvements, and the Property Owner/Developer will be required to provide payment to the City to cover the costs prior to Certificate of Occupancy being issued by the City.

- Potential areas that a fee-in-lieu may apply are the following:
  - Intersection improvements at Yuma Road and Verrado Way.
  - Half street improvements along Yuma Road related to the intersection improvements at Yuma Road and Verrado Way.
  - Half street improvements along Verrado Way related to the intersection improvements at Yuma Road and Verrado Way.
  - Roosevelt Irrigation District Canal bridge widening.
  - As the project progresses through the development process, additional improvements may be subject to fee in lieu as determined by the City.

Water/Wastewater

z) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

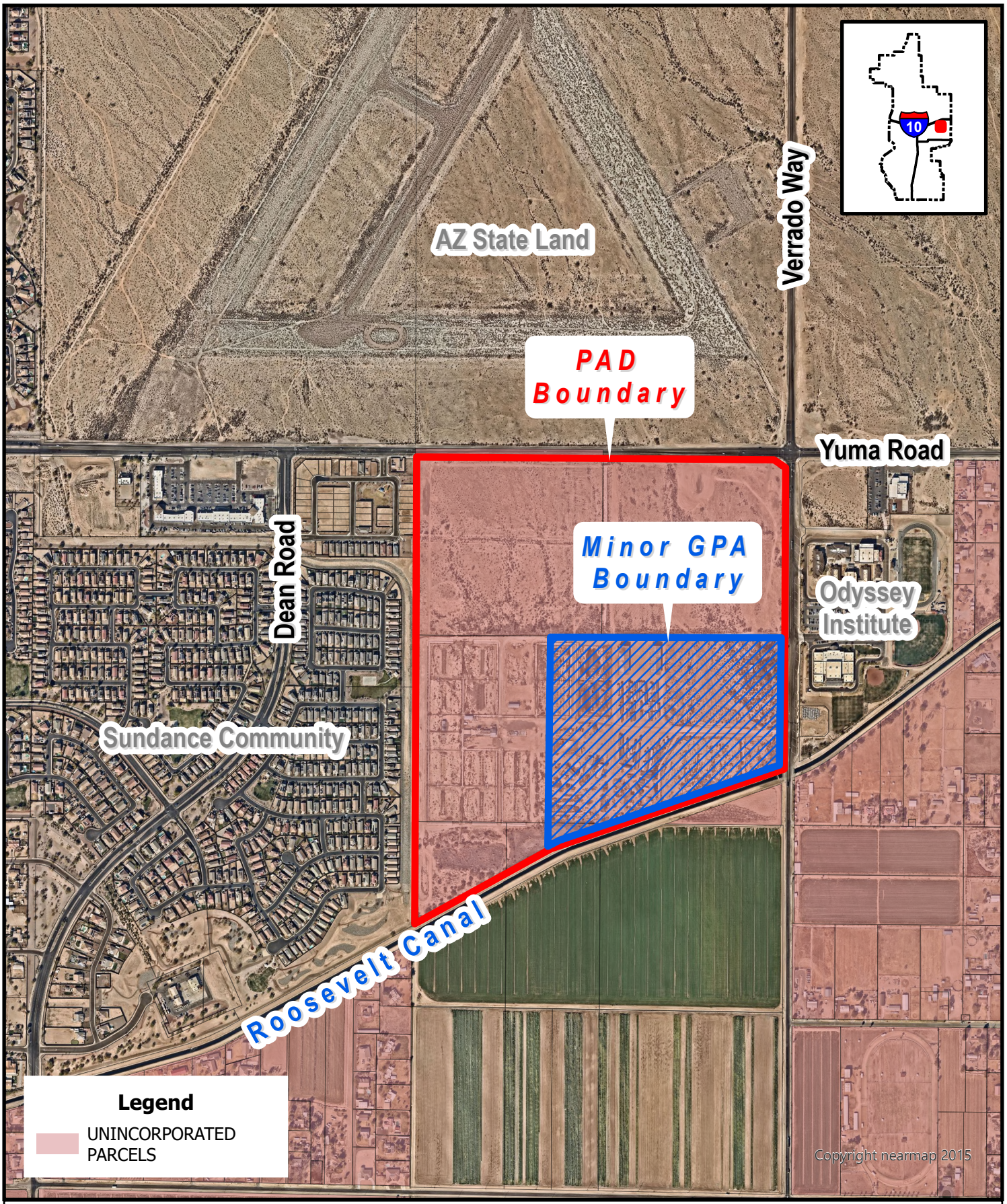
aa) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the existing property requires a Certificate of Assured Water Supply based upon Arizona State Law Subdivision requirement. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said Plat, if the Certificate is required as determined by Property Owner/Developer due diligence. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Existing General Plan Land Use Map
Exhibit C – Proposed General Plan Land Use Map
Exhibit D – Existing Zoning Map
Exhibit E – Proposed Zoning Map
Exhibit F – Planned Area Development Narrative
Exhibit G – Citizen Participation Report

Prepared By:
Mandy Woods, AICP, CFM, Principal Planner

Reviewed By:
Ken Galica, Planning Manager



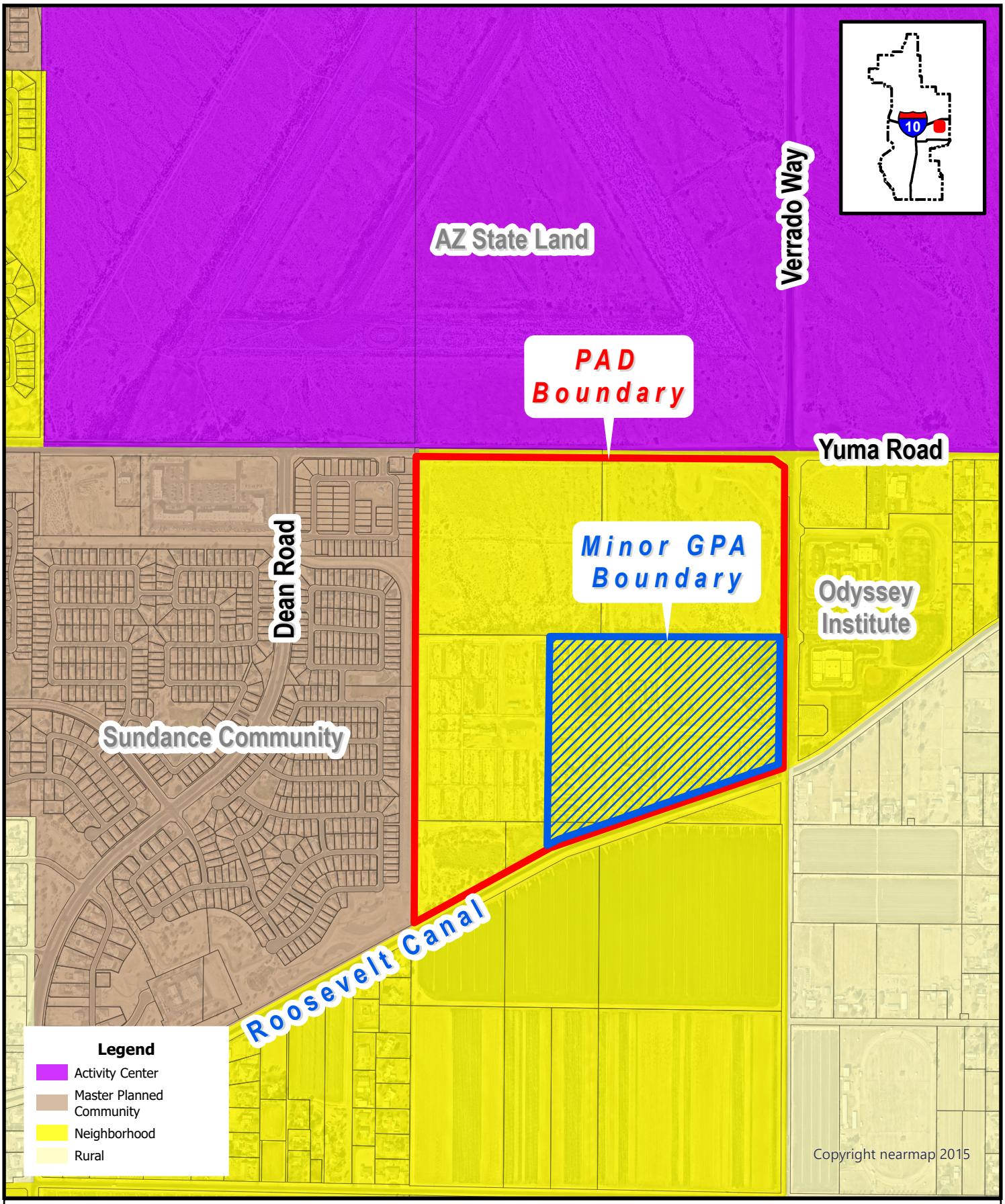
VICINITY MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ



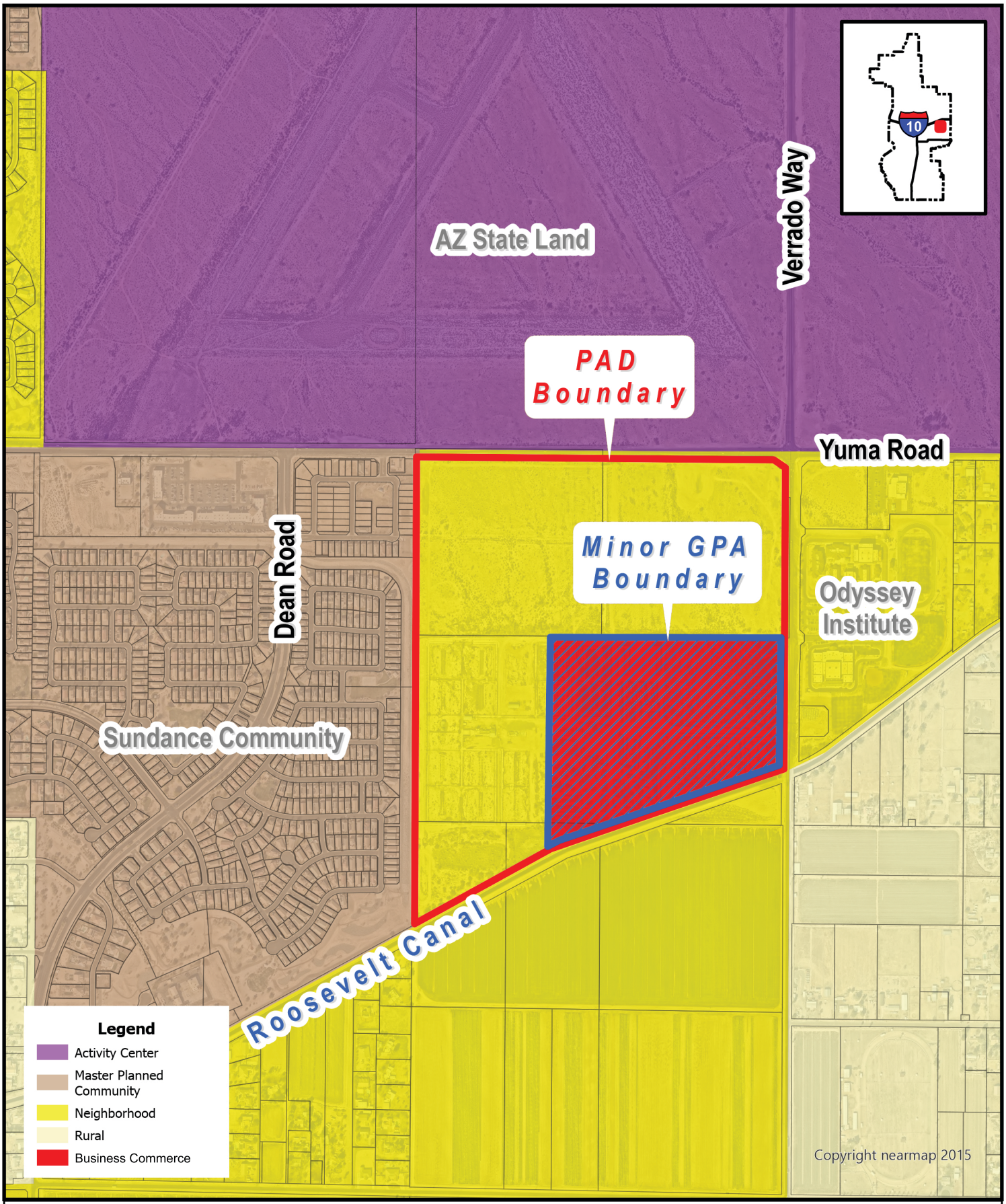
EXISTING GENERAL PLAN LAND USE MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ



PROPOSED GENERAL PLAN LAND USE MAP

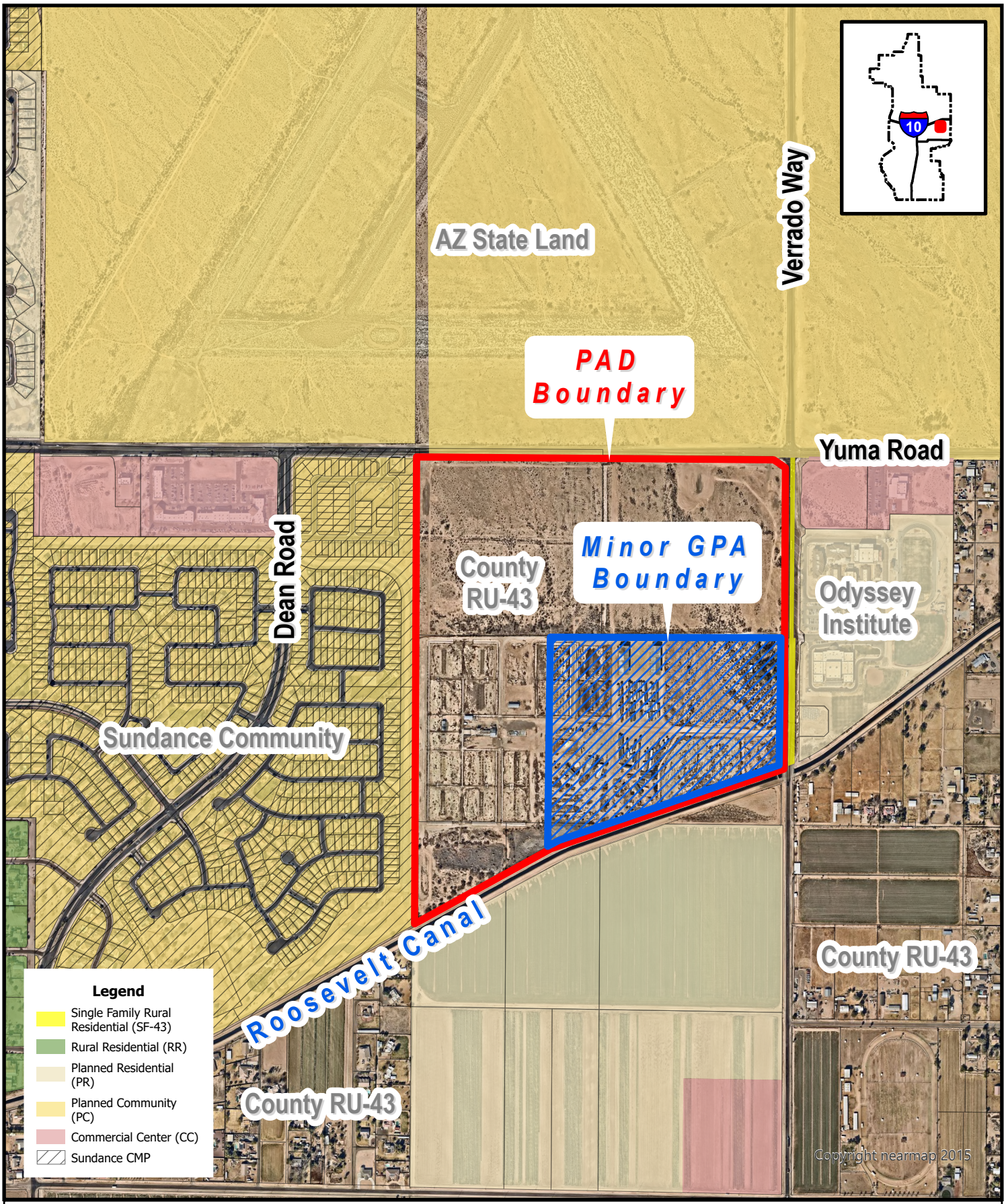
PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ

N W E S



EXISTING ZONING MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ

3R PLZZ-24-0005 RECEIVED JAN 09 2025 AL

SWC Verrado Way and Yuma Road

Planned Area Development

Case #: PLZZ-24-0005



First Submittal: April 25, 2024

Second Submittal: August 22, 2024

Third Submittal: January 9, 2025

Development Team

Owner and Developer

Sunbelt Land Holdings LP
2555 E Camelback Rd, Suite 610
Phoenix, AZ 85016
Contact: Brooks Griffith
480-869-0240
BGriffith@sunbeltinv.com

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
jblilie@gilbertblilie.com

Table of Contents

1. Description of Request 4
2. Existing Conditions 4
   - 2.1 Current Site Conditions 4
   - 2.2 Current General Plan Designation 4
   - 2.3 Current Zoning 5
   - 2.4 Vicinity Information 5
3. PAD Justification 5
4. Proposed PAD 7
   - 4.1 Description of Proposal 7
   - 4.2 Development Standards 15
   - 4.3 Proposed Uses 21
   - 4.4 Proposed Percentage of Open Space and Parks 25
   - 4.5 Proposed Trails 26
   - 4.6 Preliminary Plans for Water and Sewer 26
   - 4.7 Wastewater Management 26
   - 4.8 Roadway Circulation 26
   - 4.9 Floodplain 27
   - 4.10 School Districts 28
   - 4.11 Proximity to Police and Fire Stations 29
5. Phasing 29
6. Legal Description 29

Exhibits

- Exhibit A Parcel Map 30
- Exhibit B General Plan Designation 31
- Exhibit C Proposed General Plan Designation 32
- Exhibit D Current Zoning Designation (Maricopa County) 33
- Exhibit E Surrounding Zoning (City of Buckeye) 34
- Exhibit F Proposed Zoning 35
- Exhibit G Land Use Plan 36
- Exhibit H Legal Description 37

1. Description of Request

The request is to rezone five parcels on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye to Planned Area Development (PAD). The parcel numbers are:

- 504-21-928
- 504-21-930
- 504-21-003J
- 504-21-006
- 504-21-005

These parcels, shown on Exhibit A, comprise a total of 160 gross acres. The current Maricopa County zoning is Rural-43 (RU-43). This request is to rezone the post-annexed site to PAD to include single-family residential, multi-family residential, commercial, and business park uses. This PAD application includes the proposed standards for the property upon being annexed into the City of Buckeye.

2. Existing Conditions

2.1 Current Site Conditions

The site is located in Maricopa County, within the Buckeye Municipal Planning Area. An annexation application for the site is being filed concurrently with this rezone application. Approximately 88 acres of the site are currently vacant and undeveloped. Approximately 72 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. Until remediation occurs, the site is being used for grazing, hay storage, and manufactured home storage.

The site is also within the Luke AFB Graduated Density Concept area as it is located approximately 1.2 miles from the Luke AFB 65 Ldn noise contour.

2.2 Current General Plan Designation

The site is within the Buckeye Municipal Planning Area. The current General Plan designation is Neighborhood, as shown on Exhibit B. 114.1 acres of this PAD are consistent with this General Plan designation. The Neighborhood designation supports a “broader” range of residential development and “integrated” uses that support “neighborhood functions”. The proposed single-family and multi-family residential and commercial land uses are consistent with this intent.

There is a companion Minor General Plan Amendment application for 45.9 acres on Verrado Way to amend the General Plan land use map from Neighborhood to Business Commerce. The proposed General Plan designation is shown on Exhibit C.

2.3 Current Zoning

The current zoning on the property is Maricopa County Rural Residential (RU-43), shown on Exhibit D. The RU-43 zoning district has a standard density of one acre per dwelling unit, per the Maricopa County Zoning Ordinance.

2.4 Vicinity Information

The site is bordered by Yuma Road to the north, Verrado Way to the east, the Roosevelt Irrigation District Canal to the south, and existing single-family residential (Sundance) to the west. The following is a summary of the surrounding zoning and existing land uses. The surrounding zoning is shown on Exhibit E.

Table 1. Vicinity Information

Direction	Zoning	Existing Land Use
North	Planned Community	Vacant auxiliary field
East	Planned Residential; Commercial Center	Educational institution; vacant
South	Planned Residential	RID Canal, vacant, and agriculture
West	Planned Community – Sundance CMP	Single-family residential neighborhood

3. PAD Justification

The following describes how this PAD addresses the criteria for PAD approval per Section 8.6.5.D of the Buckeye Development Code.

1. **The CMP or PAD addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes of this Development Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.**

   The PAD addresses the unique situation of requesting a multitude of uses on a large area held in common ownership. Through a PAD, the following is achieved:

   - The site is developed with a variety of land uses that are strategically located to ensure compatibility with surrounding uses.
   - The amount of open space provisions is increased for residential land uses.
   - Interior streets and utilities are efficiently provided throughout the site. Interior streets are planned to create meaningful access as well as serve as a buffer for different uses.
   - A range of residential densities and types of housing are permitted.

2. **The CMP or PAD is consistent with and conforms to goals, policies, and applicable elements of the General Plan and the purposes of this Development Code;**

   The site is currently designated Neighborhood; however, there is a companion application to amend 45.9 acres from Neighborhood to Business Commerce. The residential and commercial uses proposed in this PAD are consistent with the Neighborhood designation, and the proposed amended Business Commerce designation would allow for uses that would activate this area of Buckeye. Furthermore, there is an annexation case on this site thereby supporting growth within the Buckeye Municipal Planning Area.

3. **Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;**

   Facilities and services will be available to service the property, upon annexation, as further described in this application.

4. **The CMP or PAD is not likely to result in significant adverse impacts upon the natural environment, or such impacts will be substantially mitigated;**

   The proposal will not result in significant adverse impacts upon the natural environment as the PAD does not propose any uses that would be hazardous to the environment.

5. **The PAD is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and**

   The PAD is not likely to result in significant adverse impacts to other surrounding properties. The site is currently vacant, undeveloped, or part of dairy farm which is no longer in operation. The rezone and proposed development of the subject site will contribute to the existing character of the area.

6. **Future uses on the subject tract(s) will be compatible with uses on other properties in the vicinity of the subject tract.**

   The proposed land use change will be compatible with the surrounding properties. The proposed residential uses will be compatible with the established Sundance neighborhood to the west, and will create a buffer to the proposed multi-family residential uses. The property to the north is currently a vacant auxiliary field and is zoned Planned Community. This property is part of The Landing Specific Area Plan, which is planned to include a range of residential and commercial uses, as well as research and educational spaces. The land uses proposed in this PAD include similar uses to The Landing, thereby creating a transition from The Landing to the Planned Residential properties to the south and east of the PAD.

4. Proposed PAD

4.1 Description of Proposal

This request is to rezone a site to PAD, as shown on Exhibit F. The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for residential, commercial uses, and business park uses. The proposed plan for development would locate commercial at the intersection of Verrado Way and Yuma Road with frontage on both roads. Multi-family residential is planned to be located near the commercial site, creating a transition between commercial uses and single-family residential to the west and southwest on the site. Business park uses are planned along the Verrado Way frontage and will be separated from residential uses by a collector street.

The land use plan is shown as Exhibit G. The acreage shown for each parcel is flexible and may vary in size by 10% without requiring an amendment to the PAD. All other changes to the PAD will defer to the Buckeye Development Code to determine whether a major or minor amendment to the PAD is warranted.

The following is a general characterization of each land use, including conceptual examples of the character for each land use. Development within each land use shall have consistent design and theming and shall comply with the City's design guidelines in the Buckeye Development Code.

Parcel A: Commercial

Commercial uses will provide complementary retail and services to the nearby residential uses. Images are for conceptual purposes only to indicate quality and character of the proposed development. All proposed development will adhere to the design standards and guidelines as prescribed in the Buckeye Development Code.









Parcel A: Commercial (continued)





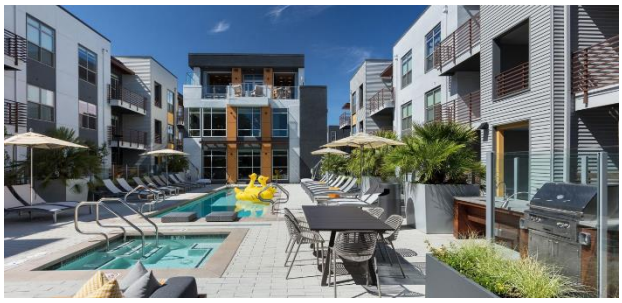




Parcel B & C: Multi-family Residential

Development in Parcels B and C may include multi-family dwellings ranging from one- to three-stories. Images are for conceptual purposes only to indicate quality and character of the proposed development. All proposed development will adhere to the design standards and guidelines as prescribed in the Buckeye Development Code.











Parcel B & C: Multi-family Residential (continued)











Parcel D: Single-family Residential

Single-family units in Parcel D may include detached, traditional single-family residential, alley-loaded units, clustered units, patio homes, and/or attached units including townhomes and duplexes. Images are for conceptual purposes only to indicate quality and character of the proposed development. All proposed development will adhere to the design standards and guidelines as prescribed in the Buckeye Development Code.









Parcel E: Single-family Residential

Single-family units in Parcel E will include detached units. Images are for conceptual purposes only to indicate quality and character of the proposed development. All proposed development will adhere to the design standards and guidelines as prescribed in the Buckeye Development Code.











Verrado, Buckeye, AZ



Warner Groves, Gilbert, AZ

Parcel F: Business Park

Business Park uses will include smaller scale employment uses that are appropriately buffered from surrounding residential uses. Images are for conceptual purposes only to indicate quality and character of the proposed development. All proposed development will adhere to the design standards and guidelines as prescribed in the Buckeye Development Code.









4.2 Development Standards

The following sections provide the development standards for each parcel in the PAD. In compliance with the Luke AFB Graduated Density Concept, the entire 160-acre site shall not exceed a density of 6.0 dwelling units per acre (du/ac). Any development standard not specified in this section shall defer to the standard in the Buckeye Development Code.

4.2.1 Parcel A: Commercial

The following standards shall apply to the commercial uses on Parcel A:

Table 2. Parcel A Commercial Standards

Development Standard	Commercial
Front Setback	20’ adjacent to residential
Side Setback	50’ adjacent to residential
Rear Setback	50’ adjacent to residential
Building Height	50’
Lot Coverage max.	60%
Minimum % of parcel to be landscaped	20%
Landscape Buffers	30’ adjacent to single-family residential when not separated by a road; 1 tree, 5 other plantings per 30 linear feet
Landscaping Site Enhancements	1 tree, 5 other plantings per 400 square feet
Landscaping for Parking Lots	1 tree, 3 other plantings per landscape island
Landscaping for Building Foundation	1 other planting per 8 linear feet

4.2.2 Parcel B & C: Multi-Family Residential

The following standards shall apply to multi-family residential uses on Parcels B and C:

Table 3. Parcel B & C Multi-Family Standards

Development Standard	Multi-Family Residential
Density	8-25 du/ac
Front Building Setback	0’
Side Setback	0’, 5’ adjacent to arterials
Rear Setback	10’
Building Height	50’
Lot Coverage max.	95%
% of parcel to be landscaped*, minimum	30% - 8.0 du/ac up to 15.0 du/ac 25% - More than 15.0 du/ac up to 25.0 du/ac
Landscape Buffers	20’ adjacent to single-family residential when not separated by a road; 25’ adjacent to arterials; 15’ adjacent to collector or lower; 1 Tree, 3 other plantings per 8 linear feet

*Landscape calculation shall include usable and non-usable open space, and the calculation shall be based on the gross site. Of this percentage, a minimum of 15% shall be usable open space. Usable open space shall include indoor and outdoor amenities. Non-usable landscaping shall include landscape buffers.

4.2.3 Parcel D: Single-Family Residential

The following standards shall apply to detached and attached single-family residential uses on Parcel D.

Table 4. Parcel D Single-Family Standards - Detached

Development Standard	Single-Family Residential
Lot Width, minimum	30’
Lot Size, minimum	3,000 SF
Density, maximum	8 du/ac
Front Building Setback	8’
Front-loaded garage Setback	20’ to back of sidewalk
Side Setback	5’
Rear Setback	8’
Building Height	35’
Lot Coverage, maximum	70%
Landscape Buffer	25’ along arterials 15’ along collectors and lower street classifications
% of parcel to be landscaped, minimum	20% - More than 3.0 du/ac up to 5.0 du/ac 25% - More than 5.0 du/ac up to 8.0 du/ac
Landscaping Site Enhancements	1 Tree, 5 Other Plantings per 600 SF
Landscaping for Parking Lots	1 Tree, 3 Other Plantings per landscape island
Landscaping for Building Foundation	1 Other Planting per 8 linear feet

Table 5. Parcel D Single-Family Standards - Attached

Development Standard	Single-Family Residential
Lot Width, minimum	20’
Lot Size, minimum	1,000 SF
Density, maximum	10 du/ac
Front Building Setback	0’
Front-loaded garage Setback	20’ to back of sidewalk
Side Setback	0’ with 0’ aggregate
Rear Setback	8’
Building Height	35’
Lot Coverage, maximum	80%
Landscape Buffer	25’ along arterial streets 15’ along collectors and lower street classifications
% of parcel to be landscaped, minimum	20% - More than 3.0 du/ac up to 5.0 du/ac 25% - More than 5.0 du/ac up to 10.0 du/ac
Landscaping Site Enhancements	1 Tree, 5 Other Plantings per 600 SF
Landscaping for Parking Lots	1 Tree, 3 Other Plantings per landscape island
Landscaping for Building Foundation	1 Other Planting per 8 linear feet

4.2.4 Parcel E: Single-Family Residential

The following standards shall apply to the single-family residential uses on Parcel E:

Table 6. Parcel E Single-Family Standards

Development Standard	Single-Family Residential
Lot Width, minimum	30’
Lot Size, minimum	3,000 SF
Density, maximum	6 du/ac
Front Building Setback	8’
Front-loaded garage Setback	20’
Side Setback	5’
Rear Setback	10’
Building Height	35’
Lot Coverage max.	70%
Landscape Buffer	15’ along collectors and lower street classifications
% of parcel to be landscaped, minimum	20% - More than 3.0 du/ac up to 5.0 du/ac 25% - More than 5.0 du/ac up to 6.0 du/ac
Landscaping Site Enhancements	1 Tree, 5 Other Plantings per 600 SF
Landscaping for Parking Lots	1 Tree, 3 Other Plantings per landscape island
Landscaping for Building Foundation	1 Other Planting per 8 linear feet

4.2.5 Parcel F: Business Park

The following standards shall apply to the Business Park uses on Parcel F:

Table 7. Parcel F Business Park Standards

Development Standard	Business Park
Lot Coverage	70%
Setbacks	From peripheral property line – 25' Adjacent to residential district – 50'
Building Height	50'
% of parcel to be landscaped, minimum	20%
Landscape Buffers	30' adjacent to single-family residential; 25' adjacent to arterial streets; 15' adjacent to collector and lower street classifications 1 tree, 5 other plantings per 30 linear feet
Landscaping Site Enhancements	1 Tree, 5 Other Plantings per 500 SF
Landscaping for Parking Lots	1 Tree, 3 Other Plantings per landscape island
Landscaping for Building Foundation	1 Other Planting per 8 linear feet

4.3 Proposed Uses

The uses permitted within this PAD shall be subject to the use-specific standards in Section 3.2 of the Buckeye Land Development Code. The current uses on the site, including grazing, hay storage, and manufactured home storage, shall be permitted until the site is developed per this PAD.

4.3.1 Permitted Uses

Parcel A: Commercial

The following uses are permitted on Parcel A:

1. Alcoholic beverages, retail sale
2. Animal pet shop, retail
3. Art gallery or museum, private
4. Art gallery or museum, public
5. Assembly hall, private
6. Assembly hall, public
7. Assisted living, commercial
8. Auditorium, private
9. Bar, lounge, or tavern
10. Bed and breakfast
11. Broadcasting or recording studio (no tower)
12. Building materials sales, indoor retail
13. Car wash
14. Catering service
15. Community playfields and parks
16. Community recreation center
17. Convenience store with gas sales
18. Crematorium or funeral parlor
19. Day care, commercial
20. Dry cleaning and laundry service
21. Farmers market
22. Financial institution, with drive- through
23. Financial institution, without drive-through
24. Fitness and recreational sports center
25. Food sales, wholesale
26. Fraternal or social club, nonprofit
27. Gasoline sales
28. General indoor recreation, commercial
29. General personal services
30. General retail
31. Golf course, unlighted
32. Golf course/ driving range, lighted
33. Government admin. And civic buildings
34. Hotel or motel
35. Instructional services or trade school
36. Kennel, indoor only
37. Library, public
38. Major entertainment facility, indoor
39. Medical office or clinic
40. Mini-storage, indoor
41. Movie theater
42. Nursing home
43. Office, business or professional
44. Parking structure
45. Plant sales, retail
46. Public safety facility
47. Religious assembly
48. Restaurant, with drive-through
49. Restaurant, without drive-through
50. Satellite earth station
51. Shelter care facility
52. Social service facility
53. Tobacco Oriented Retailer
54. Tower (including any facility with a tower)
55. Tower Collocation (No height increase)
56. Transmitting station (no tower)
57. Utility facility, minor
58. Vehicle service and repair, minor
59. Veterinary clinic

Parcel B and C: Multi-Family Residential

The following uses are permitted on Parcel B and Parcel C:

1. Arboretum or botanical garden
2. Assisted living, commercial
3. Assisted living, residential
4. Community playfields and parks
5. Community recreation center
6. Country club, private membership
7. Dwelling, duplex
8. Dwelling, multi-family
9. Dwelling, zero lot line
10. Golf course, unlighted
11. Parking structure
12. Private elementary or middle school
13. Private high school
14. Public safety facility
15. Religious assembly
16. Tower Collocation (No height increase)
17. Utility facility, minor

Parcel D and E: Single-Family Residential

The following uses are permitted on Parcel D and E:

1. Assisted living, residential
2. Community playfields and parks
3. Community recreation center
4. Country club, private membership
5. Dwelling, duplex
6. Dwelling, mfd. Home
7. Dwelling, single-family attached
8. Dwelling, single-family detached
9. Dwelling, zero lot line
10. Golf course, unlighted
11. Private elementary or middle school
12. Private high school
13. Public safety facility
14. Religious assembly
15. Tower Collocation (No height increase)
16. Townhomes
17. Utility facility, minor

Parcel F: Business Park

The permitted uses in Parcel F shall be limited to smaller-scale Business Park uses. The following uses are permitted on Parcel F:

1. Animal pet shop, retail
2. Animal training school
3. Arboretum or botanical garden
4. Art gallery or museum, public
5. Assembly hall, private
6. Assembly hall, public
7. Assembly, light
8. Auditorium, private
9. Bar, lounge, or tavern
10. Broadcasting or recording studio (no tower)
11. Building materials sales, indoor retail
12. Car wash
13. Catering service
14. College or university
15. Community playfields and parks
16. Crematorium or funeral parlor
17. Data Center
18. Day care, commercial
19. Drive-in restaurant
20. Dry cleaning and laundry service
21. Financial institution, with drive- through
22. Financial institution, without drive-through
23. Food sales, wholesale
24. Fraternal or social club, nonprofit
25. General outdoor recreation, commercial
26. General personal services
27. General Retail
28. Golf course, unlighted
29. Golf course/ driving range, lighted
30. Government admin. and civic buildings
31. Hospital
32. Hotel or motel
33. Instructional services or trade school
34. Kennel, indoor only
35. Major entertainment facility, outdoor
36. Manufacturing, light
37. Medical office or clinic
38. Mini-storage, indoor
39. Nursery and plant sales, wholesale
40. Office warehouse
41. Office, business or professional
42. Parking structure
43. Public safety facility
44. Religious assembly
45. Research laboratory
46. Restaurant, with drive-through
47. Restaurant, without drive-through
48. Satellite earth station
49. Social service facility
50. Tower (including any facility with a tower)
51. Tower Collocation (No height increase)
52. Vehicle sales and rental
53. Veterinary clinic
54. Warehouse <150,000 SF
55. Wholesale establishment

4.3.2 Conditional Uses

Parcel A: Commercial

No conditional uses are permitted on Parcel A.

Parcel B and C: Multi-Family Residential

The following are conditional uses permitted on Parcel B and Parcel C:

1. Assembly hall, private
2. Assembly hall, public
3. Bed and breakfast
4. Boarding house/guest room
5. Cemetery
6. Day care, commercial
7. Fraternal or social club, nonprofit
8. Group home
9. Group recovery home
10. Library, public
11. Medical office or clinic
12. Nursing home
13. Office
14. Shelter care facility
15. Shelter care facility, homeless
16. Social service facility
17. Tower (including any facility with a tower)

Parcel D and E: Single-Family Residential

The following are conditional uses permitted Parcel D and Parcel E:

1. Assembly hall, public
2. Bed and breakfast
3. Boarding house/guest room
4. Golf course/ driving range, lighted
5. Library, public
6. Tower (including any facility with a tower)

Parcel F: Business Park

The following are conditional uses permitted on Parcel F Business Park

1. Art gallery or museum, private
2. Convenience store with gas sales
3. Fitness and recreational sports center
4. Gasoline sales
5. General indoor recreation, commercial
6. Golf course/ driving range, lighted
7. Large retail
8. Major entertainment facility, indoor
9. Mini-storage, outdoor
10. Movie theater
11. Utility facility, major
12. Warehouse +150,000 SF up to 200,000 SF

4.3.3 Temporary Uses

Parcels A & F

The following are uses that are temporarily permitted on Parcels A and F:

1. Antennas, temporary
2. Expansion or replacement facilities, temporary
3. Food Trucks; Mobile Food Vendor
4. Office space/ equipment storage, temporary
5. Retail sales, temporary
6. Other temporary uses

Parcels B, C, D, E

The following are uses that are temporarily permitted on Parcels B, C, D, and E:

1. Antennas, temporary
2. Expansion or replacement facilities, temporary
3. Sales office, temporary
4. Yard sale, temporary
5. Other temporary uses

4.3.4 Prohibited Uses

The following uses are prohibited on Parcel F:

1. Cross dock warehousing

Additional prohibited uses for each parcel shall include all uses not included within Section 3 of the PAD.

4.4 Proposed Percentage of Open Space and Parks

The proposed percentage of open space and parks will comply with the guidelines that have been adopted through the City's 2016 Parks and Recreation Master Plan. The guidelines for the minimum percentage of open space per land use are listed in the following table. Specific Open Space and Park areas will be identified as part of the Site Plan/Preliminary Plat process.

Table 8. Open Space Standards

Land Use	Open Space
Single-Family (1,000 SF lots)	30%
Single-Family (3,000 SF lots)	25%
Commercial	20%
Multi-Family	25%
Business Park	10%

4.5 Proposed Trails

Sidewalks will be provided along all streets within the proposed development to provide pedestrian connectivity throughout. The secondary path along the RID canal, as shown in the 2016 Parks and Recreation Mater Plan, will be included in conformance with the City of Buckeye Bicycle and Pedestrian Master Plan, and will be identified as part of the Site Plan/Preliminary Plat process.

4.6 Preliminary Plans for Water and Sewer

The site is located with the City of Buckeye's service area for both water and sewer. A Development Agreement[1] is in place for the property owner to install a water well on-site to serve the property. The potential well site is located on Parcel A as shown on Exhibit G, Land Use Plan. The Development Agreement also specifies the location of a second well site, owner's obligation relative to the well transmission lines, and owner's obligation to contribute to the Sundance arsenic vessels expansion project.

Conceptual utility plans for water and sewer will be submitted as part of the Site Plan/Preliminary Plat process, in conformance with the City of Buckeye Engineering Standards Sections 3 and 4. A Certificate of Water Assurance will be obtained prior to subdivision of the property.

4.7 Wastewater Management

The site is located within the City's Sundance sewer service area. A Conceptual Sewer Report will be submitted as part of the Site Plan/Preliminary Plat process.

4.8 Roadway Circulation

The site will include a collector street that runs in north/south orientation from an intersection on Yuma Road and a collector street that runs in an east/west orientation from an intersection on Verrado Way, as shown on Exhibit G Land Use Plan. The collector will provide a buffer between the various land uses within the Property.

The internal local circulation will be identified as part of the Site Plan/Preliminary Plat process, and will include other access points from Verrado Way and Yuma Road. All roadways within the site shall meet the City's Engineering Design Standards and City approved Transportation Master Plan for roadway classification.

All improvements on Verrado Way and Yuma Road will follow the themes as identified in the Arterial Gateway Guide. Roadway improvements on Verrado Way and Yuma Road will be constructed in phases with the development as follows:

1. If Parcel C or D is developed First:

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[1] *Development Agreement (Shadow Canyon – Forestar Property and SIHI Property) DATED October 17, 2023 BETWEEN the CITY OF BUCKEYE, an Arizona municipal corporation, AND SUNBELT LAND HOLDINGS L.P., a Delaware limited partnership*

a. The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
b. The full street improvements for the North/South collector road, from Yuma Road to and including the 3-way intersection will be required.
c. Fire access lane improvements of the East/West collector road will be allowed from the North/South intersection to Verrado Way.
d. Full street improvements for the East/West collector road will be required with the 2nd parcel that comes in.
e. The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.

2. If Parcel B or F is developed First:
    a. The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
    b. The full street improvements for the East/West collector road, from Verrado Way to and including the 3-way intersection will be required.
    c. Fire access lane improvements of the North/South collector road will be allowed from the East/West intersection to Yuma Road.
    d. Full street improvements of the North/South collector road will be required with the 2nd parcel that comes in.
    e. The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.
3. If Parcel E is developed First:
    a. The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
    b. The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
    c. The full street improvements for the North/South collector road and the East/West collector road will be required.
4. If Parcel A is developed First:
    a. Additional discussions will be needed due to the CIP project extents.

All roadway improvements will conform with the then current City Engineering Design Standards.

Additionally, the owner will participate in a fee-in-lieu for the CIP intersection improvements at Verrado Way and Yuma Road as well as the project to widen the bridge over the Roosevelt Irrigation District canal.

4.9 Floodplain

The Project and surrounding area generally slope from northwest to southeast toward the Roosevelt Irrigation District (RID) Canal. The site is protected from stormwater impacts from the west due to the existing residential development and drainage system. Runoff impacting the Project approaches as sheet flow or shallow concentrated flow originating from the north/northwest, primarily conveyed beneath Yuma Road through a series of culverts entering the site. Flows pass through the site in a

similar manner from northwest to southeast until ponding at the downstream end of the Project at the RID Canal.

The property is located within FEMA Zone X (shaded) and Special Flood Hazard Area (SFHA) Zone AH associated with the ponding occurring at the RID Canal. Zone AH allows developments to encroach into the horizontal limits of floodplains as long as the encroachments provide the same amount of stormwater storage as was provided for the originally mapped SFHA. As such, portions of the Project may be removed out of the FEMA SFHA by placement of fill, elevating pads and providing the requisite compensatory storage volume. These improvements would be required to be reviewed and approved at the local and federal levels through the Conditional Letter of Map Revision (CLOMR)/ Letter of Map Revision (LOMR) process effectively revising the floodplain over the property.

When developed, channels will be used to direct offsite flows from the north safely around the Project to their historic outfall locations. Flows generated onsite will be routed to retention facilities sized to retain the volume produced by the 100-year, 2-hour storm event via street drainage, channels, culverts, and storm drains where necessary. The proposed drainage management throughout the site will help ensure no adverse impacts to downstream or adjacent properties as a result of development.

A grading and drainage plan will be submitted as part of the Site Plan/Preliminary Plat process. All plans will conform with Section 5-0 of the City's Engineering Design Standards.

4.10 School Districts

This site is in the Liberty Elementary School District and Buckeye Union High School District. It is anticipated that residential land uses being proposed through this PAD will increase the projected number of students to the area.

A certificate of adequate school facilities has been sent to Liberty Elementary School District and Buckeye Union High School District with a notice that this PAD is proposing single-family residential and multi-family residential uses that will not exceed 6.0 dwelling units per acre across the entire 160-acre site.

4.11 Proximity to Police and Fire Stations

Upon annexation, police and fire services will be provided by the City of Buckeye. The closest fire station to the site is Fire Station 702, located on the northeast corner 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.

5. Phasing

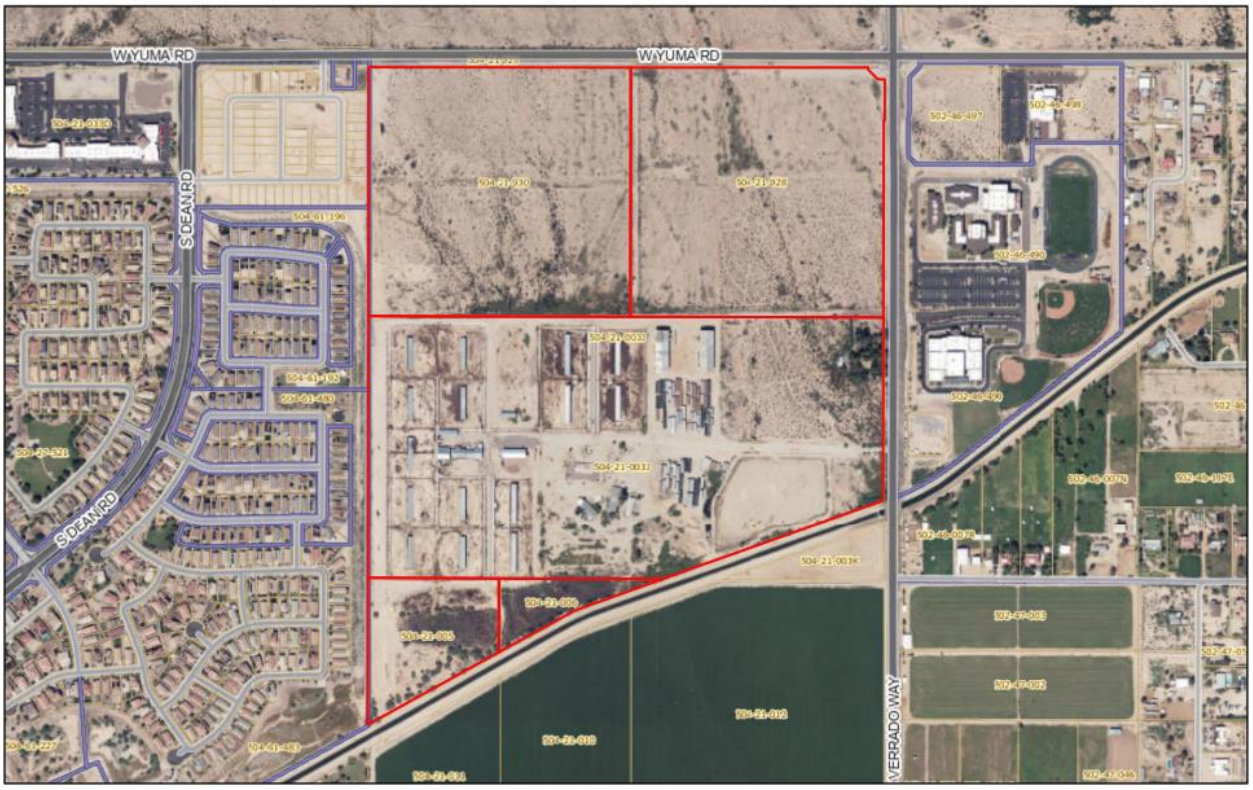
There is no phasing plan for this development as development will be dependent on market conditions. It is anticipated that residential development, particularly Parcels D and E, will occur prior to commercial development.

6. Legal Description

The legal description is included as Exhibit H.

Exhibit A

Parcel Map



Subject Parcels

Exhibit B

General Plan Designation

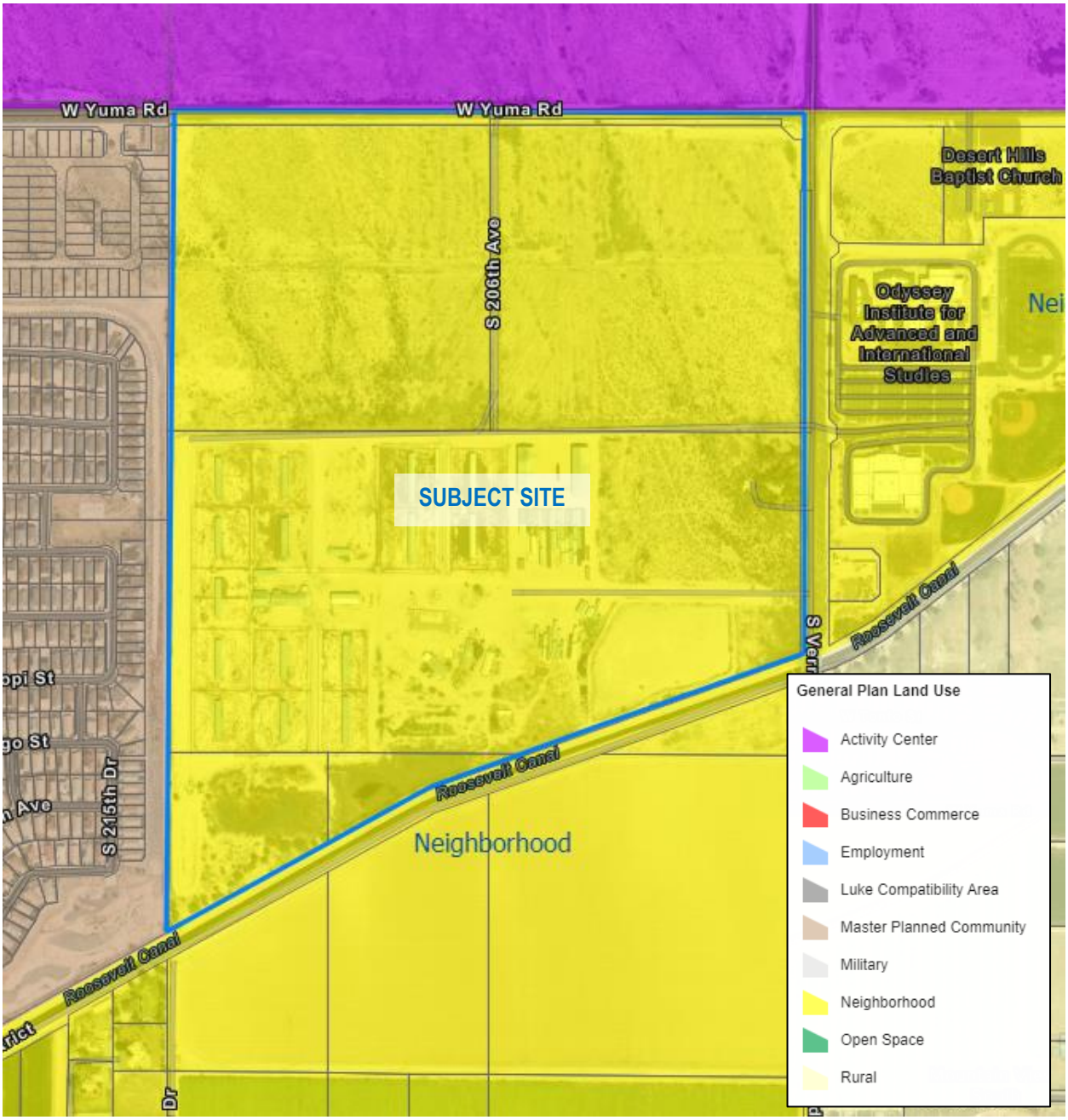
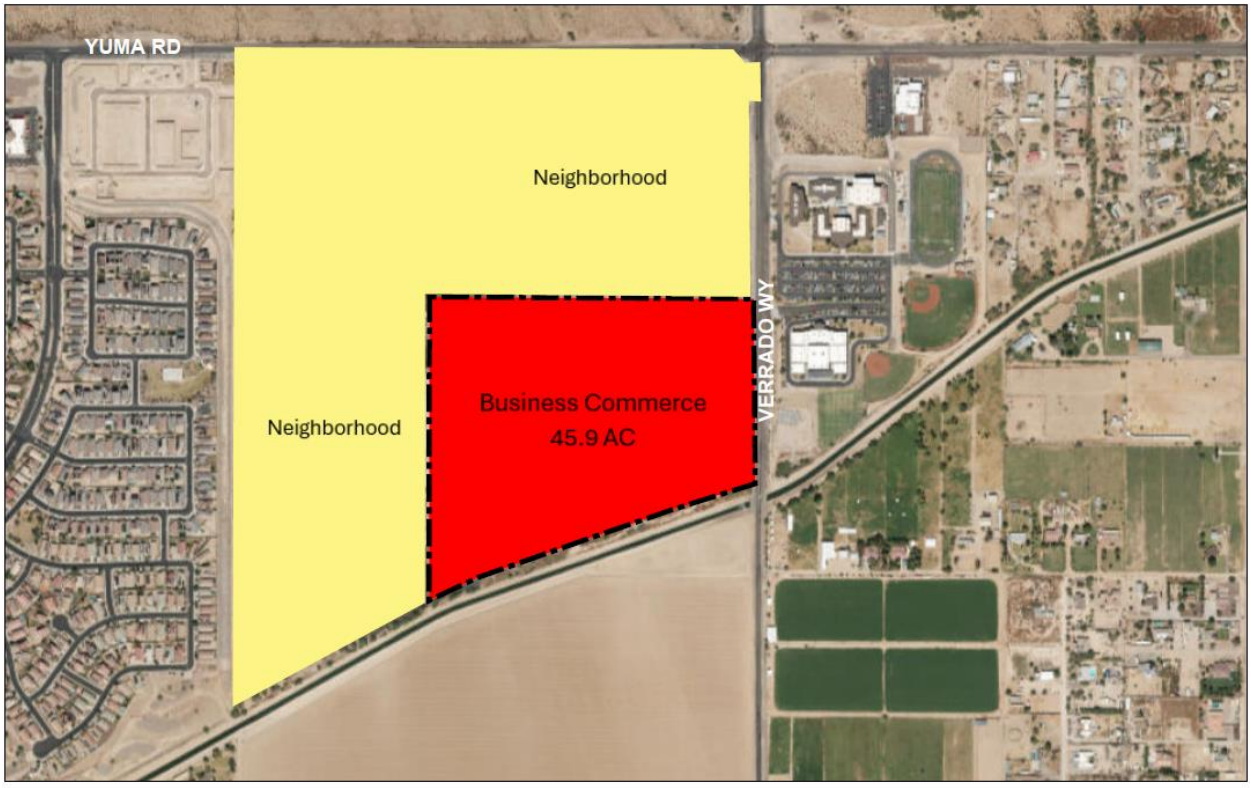


Exhibit C

Proposed General Plan Designation



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Exhibit D

Current Zoning Designation (Maricopa County)

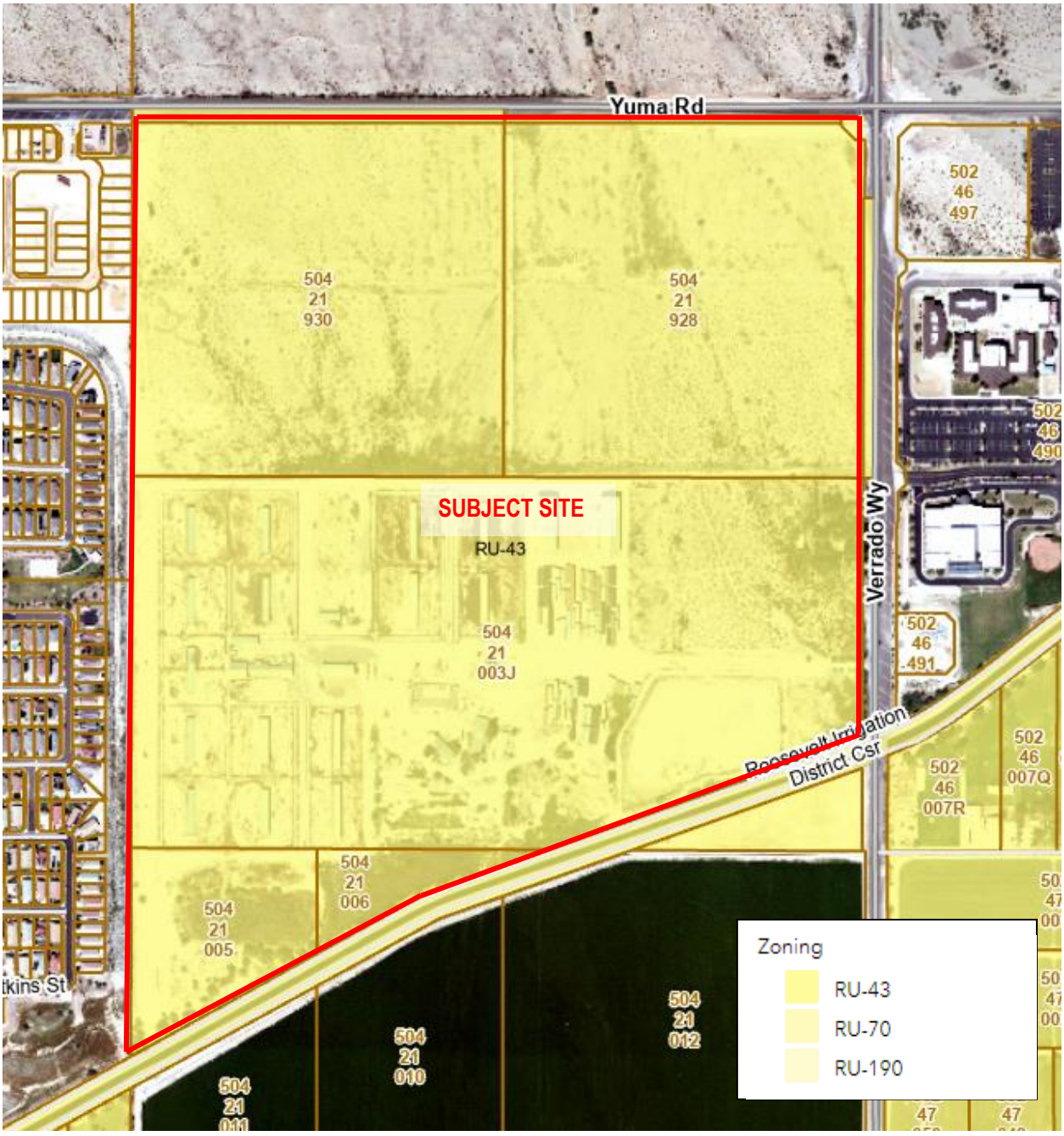


Exhibit E

Surrounding Zoning (City of Buckeye)



Exhibit F
Proposed Zoning

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SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

ZONING EXHIBIT

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

AUGUST 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\ENTITLEMENT\ZONING\EXHIBITS\1419.02-ZONING EXHIBIT.dwg 8/9/2024 1:28 PM

Exhibit G

Land Use Plan

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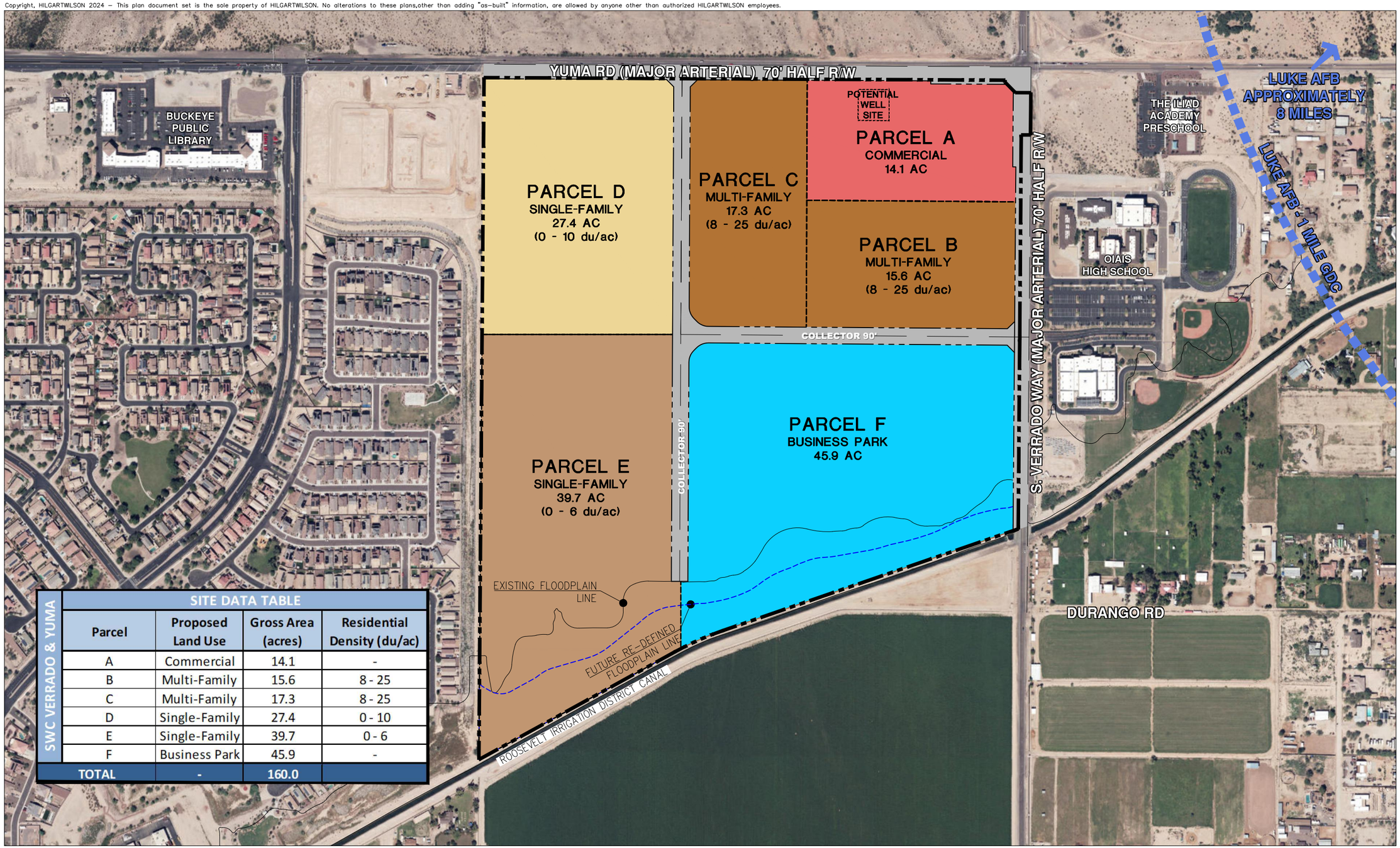


SWC VERRADO & YUMA

SITE DATA TABLE			
Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

Exhibit H

Legal Description

VAN LEEUWEEN
OVERAL BOUNDARY
LEGAL DESCRIPTION

A portion of land being situated within the east half of Section 13, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, marked by a found 3 inch Town of Buckeye brass cap, flush, from which the East quarter corner of said Section 13, 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, 125.00 feet on the easterly boundary of said east half to the **POINT OF BEGINNING;**

THENCE continuing on said easterly boundary, South 00°26'05" West, 204.86 feet;

THENCE leaving said easterly boundary, North 89°41'00" West, 45.00 feet to a line parallel with and 45.00 feet west of said easterly boundary;

THENCE on said parallel line, South 00°26'05" West, 1908.97 feet to the northerly boundary of Roosevelt Irrigation District Canal;

THENCE on said northerly boundary, South 70°59'56" West, 1512.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1482.40 feet;

THENCE 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, 3304.30 feet to the southerly boundary of Yuma Road as recorded in Quit Clam Deeds 2014-0225025, 2014-0225026, and 2014-0225027, Records of Maricopa County, Arizona;

THENCE on said southerly boundary the following 4 courses;

THENCE South 89°43'06" East, 2523.93 feet;

THENCE South 00°26'17" West, 10.00 feet;

THENCE South 44°38'24" East, 70.61 feet;

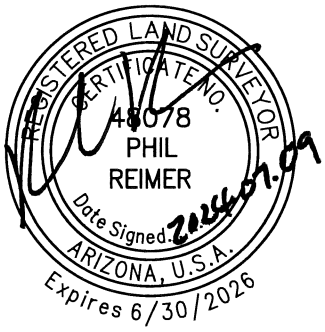
THENCE South 89°43'06" East, 75.01 feet to the **POINT OF BEGINNING**.

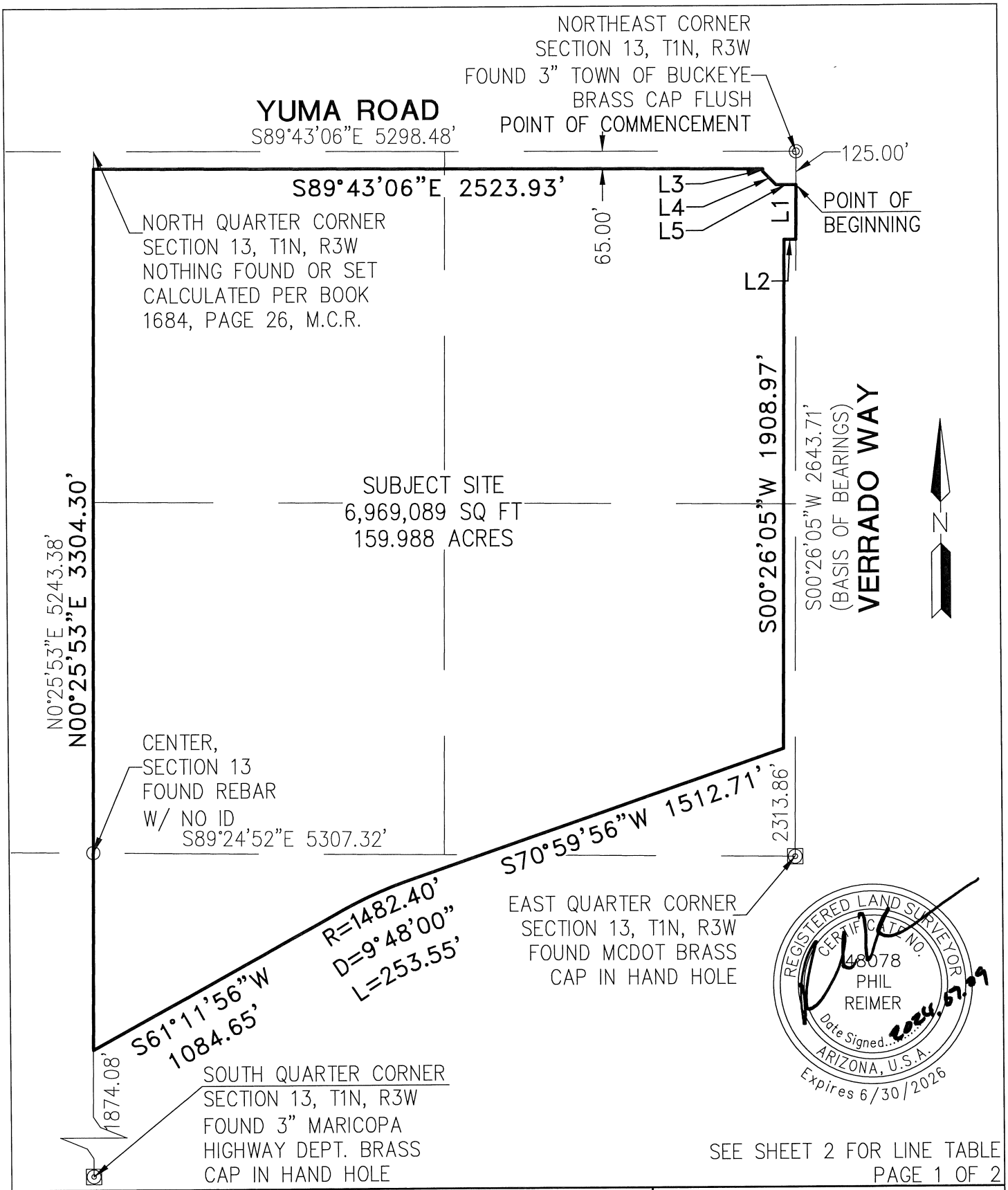
The above described parcel contains a computed area of 6,969,089 sq. ft. (159.988 acres) more or less.

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. 1419
Date: July 2024





SEE SHEET 2 FOR LINE TABLE

PROJ.NO.:	1419
DATE:	JULY 2024
SCALE:	NTS
DRAWN BY:	JK
CHECKED BY:	PR

VAN LEEUWEEN
VERRADO WAY & YUMA RD
BOUNDARY PARCEL

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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U:\1400\1419\SURVEY\DOCS\LEGAL\1419-OVERALL BOUNDARY-EXHIBIT.dwg 7/9/2024 9:03 AM

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°26'05"W	204.86'
L2	N89°41'00"W	45.00'
L3	S00°26'17"W	10.00'
L4	S44°38'24"E	70.61'
L5	S89°43'06"E	75.01'



PROJ.NO.:	1419
DATE:	JULY 2024
SCALE:	NTS
DRAWN BY:	JK
CHECKED BY:	PR

VAN LEEUWEEN
VERRADO WAY & YUMA RD
BOUNDARY PARCEL

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
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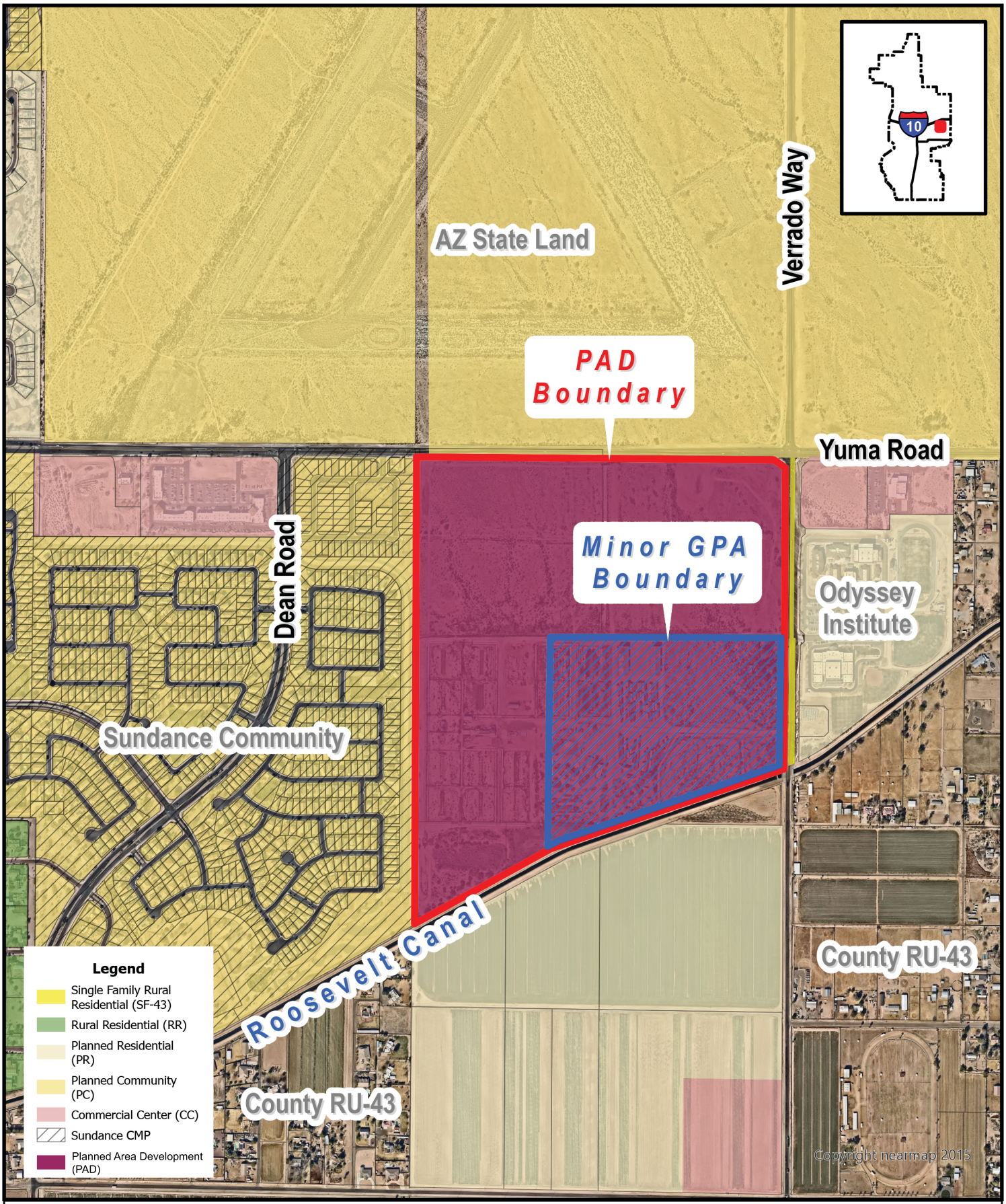

PROPOSED ZONING MAP

PLZU-24-0004 & PLZZ-24-0005

SWC Verrado Way and Yuma Road Minor GPA & PAD

Council District #2

BUCKEYE, AZ

SWC VERRADO WAY AND YUMA ROAD

Minor GPA Amendment and PAD Application
Citizen Participation Report

Case #: PLZU-24-0004 & PLZZ-24-0005

Submitted: March 10, 2025



Prepared by:
Gilbert Blilie, PLLC
701 N. 44th St
Phoenix, AZ 85008
Contact: Jeff Blilie
623-606-0532
jblilie@gilbertblilie.com

Prepared for:
Sunbelt Land Holdings LP
2555 E Camelback Rd, Suite 610
Phoenix, AZ 85016
Contact: Brooks Griffith
480-869-0240
BGriffith@sunbeltinv.com

1. Project Overview

Gilbert Blilie PLLC, on behalf of Sunbelt Land Holdings LP, has submitted Rezone and Minor General Plan Amendment (GPA) applications for a site located at the southwest corner of Verrado Way and Yuma Road. The purpose of the Rezone application is to rezone 160 acres to Planned Area Development (PAD) for single-family (up to 10 dwelling units per acre), multi-family (8-25 dwelling units per acre), commercial, and business park uses. The purpose of the Minor GPA application is to amend the General Plan land use designation on 45.9 acres from Neighborhood to Business Commerce.

2. Purpose

The purpose of this Citizen Participation Report is to summarize the citizen participation efforts in connection with the rezone and Minor General Plan Amendment (GPA) applications. An annexation case, PLZM-24-0006, is also being processed for 167.8 acres on the southwest corner of Verrado Way and Yuma Road; therefore, some outreach efforts for the annexation case were conducted concurrently with the rezone and Minor GPA application outreach efforts.

3. Outreach Efforts

The following is a list of the public outreach efforts that have occurred to date in association with PLZU-24-0004 & PLZZ-24-0005.

School District Notification Letter: A notification letter was mailed to the Liberty Elementary School District and Buckeye Union High School District on May 7, 2024. A second notification letter was sent to the school districts on September 3, 2024. Liberty Elementary School District responded on September 11, 2024. Buckeye Union High School responded with the Certificate of Adequate Facilities on January 9, 2025. A copy of the letters and responses are provided in Appendix A.

First Notification Letter: The first notification letter was mailed and emailed on October 28, 2024. The letter included a notice that applications had been submitted to the City for a Minor General Plan Amendment and Rezone and that a neighborhood meeting was scheduled for these applications. The letter included the proposed land use plan. The notice is included in the neighborhood meeting summary, described below.

Neighborhood Meeting: The neighborhood meeting was held on November 13, 2024, at 6:00 p.m. at the Buckeye Library – Coyote Branch. No neighbors attended the meeting. The neighborhood meeting summary, which includes the notification letter and the list of contacts who received the notification letter is provided in Appendix B.

Annexation Hearing Notices: The first City Council hearing for the annexation application was noticed by the applicant via sign postings and a newspaper publication on January 22, 2025. The sign posting affidavit and newspaper publication are provided in Appendix C.

Planning & Zoning and City Council Hearing Notices: The Planning and Zoning Commission hearing for the Rezone and Minor GPA applications, as well as the City Council hearing for the annexation, Rezone, and Minor GPA applications were noticed via updated sign postings on March 10, 2025, and a newspaper publication on March 7, 2025. A notice letter was sent on March 7, 2025 to notify neighbors of the Planning and Zoning Commission and City Council hearings for the rezone and Minor GPA applications. The sign posting affidavit, newspaper publication, and notice letter are provided in Appendix D.

4. Summary of Input

The following is a summary of the input received to date regarding these applications:

- On **November 5, 2024** a neighbor sent an email notifying the applicant that they would not be able to attend the scheduled neighborhood meeting. The neighbor asked if the letter was a notice of construction and how that construction would affect the neighbor. The applicant responded to the neighbor on November 5, 2024 to inform the neighbor that there are no immediate plans for construction on the site but that there could be in the future if the applications were approved, and that the neighbor would receive additional notices with more information if and when the project progresses. This correspondence is included as Appendix E.

- The applicant received a phone call on **November 5, 2024** from a neighbor upon receiving the first notification letter. The neighbor had questions regarding the density of the site, whether there was a set number of residential units placed, and if there were any set businesses planned for the business park and commercial parcels. The applicant noted, over the phone, that the density was calculated across the site, that there is no unit count at this time, and that there are no set businesses for the parcels in question.

5. Outreach Schedule

PAC	February 23, 2023
School District Notification Letter #1	May 7, 2024
School District Notification Letter #2	September 3, 2024
Neighborhood Meeting Notice	October 28, 2024
Neighborhood Meeting	November 13, 2024
Public Hearing Newspaper Publication (Annexation Hearing)	January 22, 2025
Public Hearing Sign Posting and Affidavit (Annexation Hearing)	January 22, 2025
Public Hearing Newspaper Publication (Annexation, Rezone, Minor GPA)	March 7, 2025
Public Hearing Mail Notice and Affidavit (Rezone and Minor GPA)	March 7, 2025
Public Hearing Sign Posting and Affidavit (Annexation, Rezone, Minor GPA)	March 10, 2025
Final Citizen Participation Report	March 10, 2025

GILBERT BLILIE PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504



FP US POSTAGE
$000.64º
First-Class - IMI
ZIP 85008
05/07/2024
036B 0011833210

Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Road
Buckeye, AZ 85326

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

May 7, 2024

Via U.S. Mail
Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Rd, Buckeye, AZ 85326

Re: *Proposed Planned Area Development Rezone –Verrado Way and Yuma Road*

Dear Superintendent Monroe:

This letter is being sent to you pursuant to the City of Buckeye Planning and Zoning Division requirements for rezone requests for new residential uses. Please be advised that we have applied for a rezone application for Planned Area Development (PAD) for 160 acres on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye.

Approximately 88 acres of the site are currently vacant and undeveloped, and approximately 72 acres were previously a dairy farm which is no longer in operation. The current zoning designation is Maricopa County Rural (RU-43), which allows for a minimum of 1 acre per dwelling unit. The PAD application proposes multiple land uses including single-family and multi-family residential. In total, the site will not exceed a density of 6 dwelling units per acre, which could result in a maximum of 950 residential units. The land use plan for this PAD request and the Certificate of Adequate School Facilities form, for your completion and return, are enclosed. If you would like to discuss the proposal, I can be reached via the contact information provided above.

Sincerely,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form

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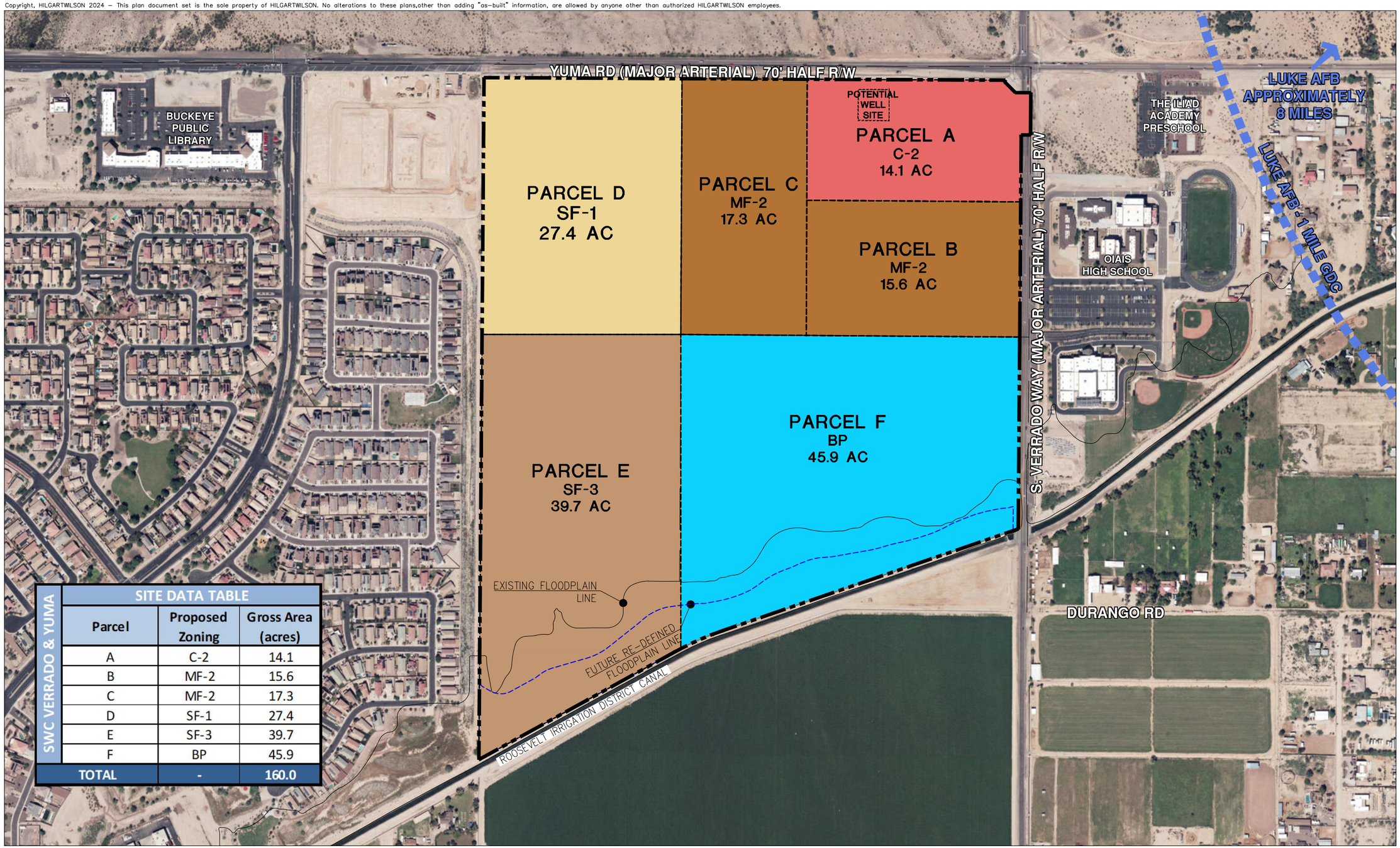

SWC VERRADO & YUMA

SITE DATA TABLE		
Parcel	Proposed Zoning	Gross Area (acres)
A	C-2	14.1
B	MF-2	15.6
C	MF-2	17.3
D	SF-1	27.4
E	SF-3	39.7
F	BP	45.9
TOTAL	-	160.0

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

MARCH 19, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-07 – OPT 1.dwg 3/19/2024 5:09 AM

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Liberty Elementary School District No. 25

Case No: PLZM-23-00019 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____
_____
_____

Is a school site within the proposed development needed? Yes ☐ No ☐
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☐

If answered yes, please explain below:

_____
_____
_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: _____

School District: _____

District Superintendent: _____

Phone #: _____

E-mail: _____

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

GILBERT BLILIE PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504



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05/07/2024
036B 0011833210

Dr. Steve Bebee, Superintendent
Buckeye Union High School District
1000 E. Narramore
Buckeye, AZ 85326

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PLLC
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701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

May 7, 2024

Via U.S. Mail
Dr. Steve Bebee, Superintendent
Buckeye Union High School District
1000 E. Narramore, Buckeye, AZ 85326

Re: *Proposed Planned Area Development Rezone –Verrado Way and Yuma Road*

Dear Superintendent Bebee:

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Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form

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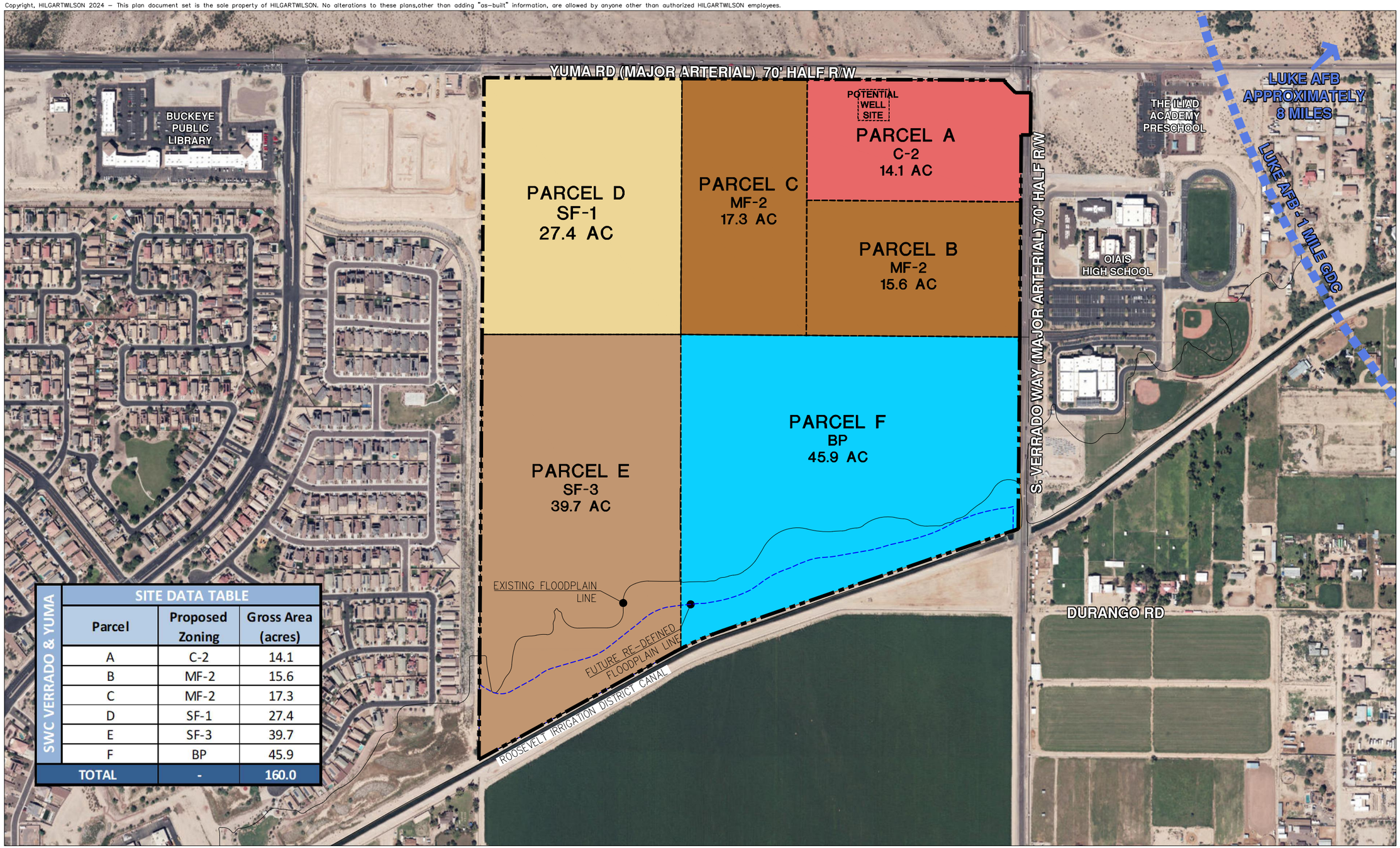

SWC VERRADO & YUMA

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SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

MARCH 19, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-07 – OPT 1.dwg 3/19/2024 5:09 AM

BUCKEYE, AZ

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Liberty Elementary School District No. 25

Case No: PLZM-23-00019 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____
_____
_____

Is a school site within the proposed development needed? Yes ☐ No ☐
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☐

If answered yes, please explain below:

_____
_____
_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: _____

School District: _____

District Superintendent: _____

Phone #: _____

E-mail: _____

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Marcela Mora-Yatko
DIRECT (480) 429-3044
E-Mail Address: mmora-yatko@gilbertblilie.com

088108-000057

August 29, 2024

Via U.S. Mail
Dr. Cort Monroe, Superintendent
Liberty Elementary School District No. 25
19871 West Fremont Rd, Buckeye, AZ 85326

Re: *2nd Submittal of Proposed Planned Area Development Rezone – Verrado Way and Yuma Road; PLZZ-0005*

Dear Superintendent Monroe:

This letter is a follow-up to the May 7, 2024 letter, which was sent to you pursuant to the City of Buckeye Planning and Zoning Division requirements for rezone requests for new residential uses. Please be advised that we have resubmitted the rezone application for Planned Area Development (PAD) for 160 acres on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The PAD application proposes multiple land uses including single-family and multi-family residential. The maximum density for the site has not changed since the first submittal – it is still proposed that the maximum density for the entire site is 6.0 dwelling units per acre, which could result in a maximum of 950 residential units.

Approximately 88 acres of the site are currently vacant and undeveloped, and approximately 72 acres were previously a dairy farm which is no longer in operation. The current zoning designation is Maricopa County Rural (RU-43), which allows for a minimum of 1 acre per dwelling unit.

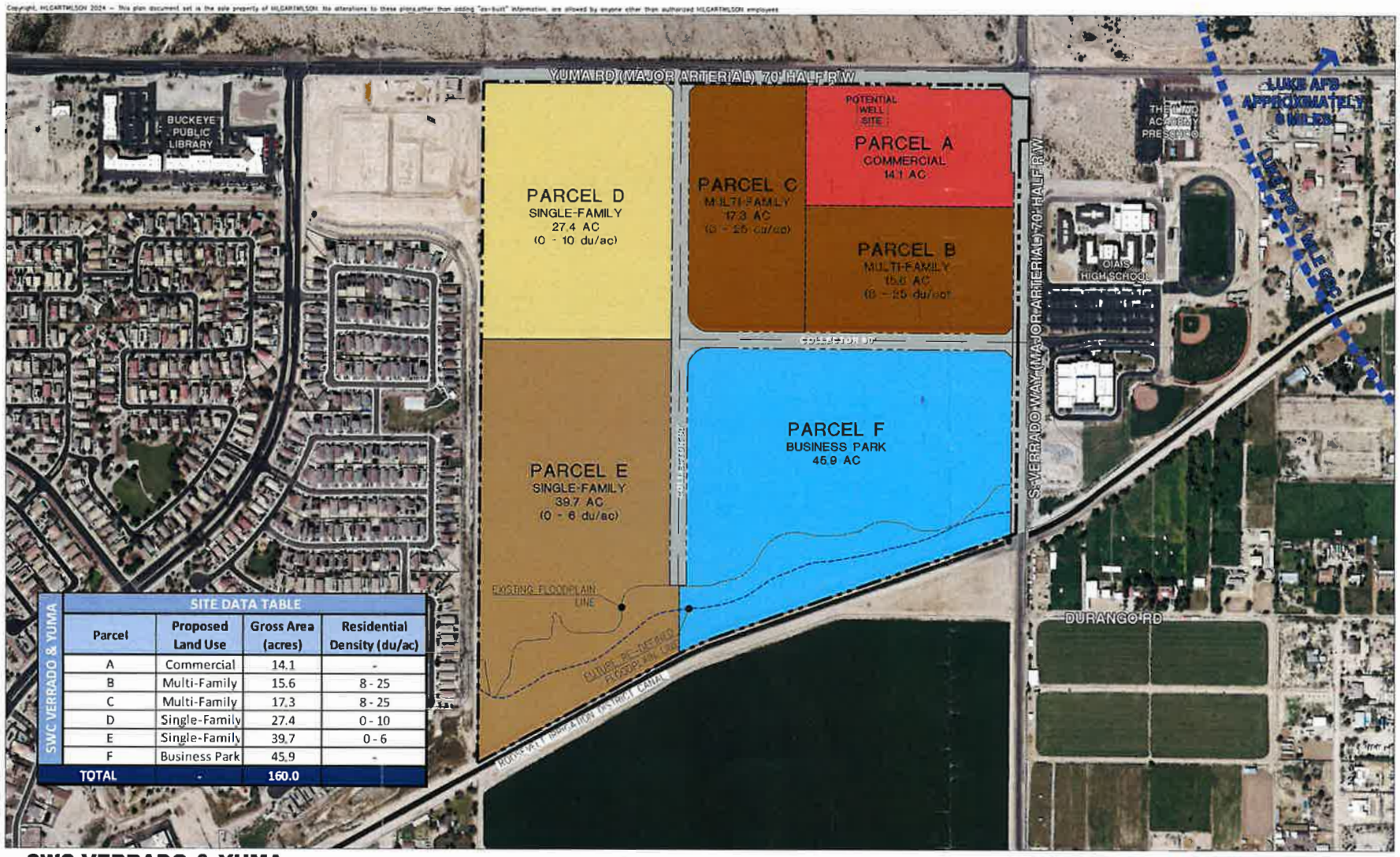
The updated land use plan for this PAD request and the Certificate of Adequate School Facilities form, for your completion and return (via email or mail), are enclosed. If you would like to discuss the proposal, I can be reached via the contact information provided above.

Sincerely,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP

Enclosures: Rezone Land Use Plan, Certificate of Adequate School Facilities form



SWC VERRADO & YUMA
CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
JULY 15, 2024
24X36
1419.02
KLGUBSER AICP
This plan is conceptual and subject to change through the planning and development process

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are:
Liberty Elementary School District No. 25

Case No: PLZZ-0005 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 950

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☒ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The District does request a rooftop donation to help offset cost of additional staffing needs.

Is a school site within the proposed development needed? Yes ☐ No ☒
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☒

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: 9/10/24
School District: Liberty ESD
District Superintendent: Dr. Cort Monroe
Phone #: 623-474-6600
E-mail: cort.monroe@libertyesd.org
Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a Planned Area Development on the southwest corner of Verrado Wy and Yuma Rd has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are:
Buckeye Union High School District

Case No: PLZZ-24-0005 Planner: Mandy Woods
Request: Rezone to PAD Acreage/Parcel Size: 160 acres
Current Density Allowed: 1 acre/du (Maricopa County RU-43) Density Proposed: 6 du/ac (maximum)
Total number of residential units proposed: 960

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☑ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

_____

_____

_____

Is a school site within the proposed development needed? Yes ☐ No ☑
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☑ No ☐

If answered yes, please explain below:
The district has a developer donation agreement in place.

_____

_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: 1/9/25

School District: Buckeye Union High School District

District Superintendent: Dr. Steve Bebee

Phone #: 623-269-1010

E-mail: jeff.simmons@buhsd.org

Signature: _____

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.

SWC VERRADO WAY & YUMA RD

PLZU-24-0004 & PLZZ-24-0005
Neighborhood Meeting Summary

The neighborhood meeting was scheduled for November 13, 2024, at 6:00 p.m. at the Buckeye Public Library, Coyote Branch, Program Room. The meeting notice was sent on October 28, 2024.The notice for the meeting is included as Appendix A.

The application representative was present to provide information about the application and to present the latest land use plan, which is included as Appendix B. There were no neighbors in attendance.

Affidavit of Mailing Notice for Neighborhood Meeting

Case Number:	PLZU-24-0004 and PLZZ-24-0005
Project Name:	SWC Verrado Way and Yuma Rd GPA and PAD
Applicant Name:	Marcela Mora-Yatko, Gilbert Blilie PLLC
Location:	SWC Verrado Way and Yuma Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings/meetings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing/meeting notice to each said owner no less than fifteen (15) days prior to the public hearing/meeting date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the neighborhood meeting notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 28th day of October, 2024, by:

Claudia E. Carr
Notary Public

CLAUDIA E CARR
Notary Public - Arizona
Maricopa County
Commission # 613997
My Comm. Expires Aug 30, 2025

My Commission Expires:

August 30, 2025

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

October 28, 2024

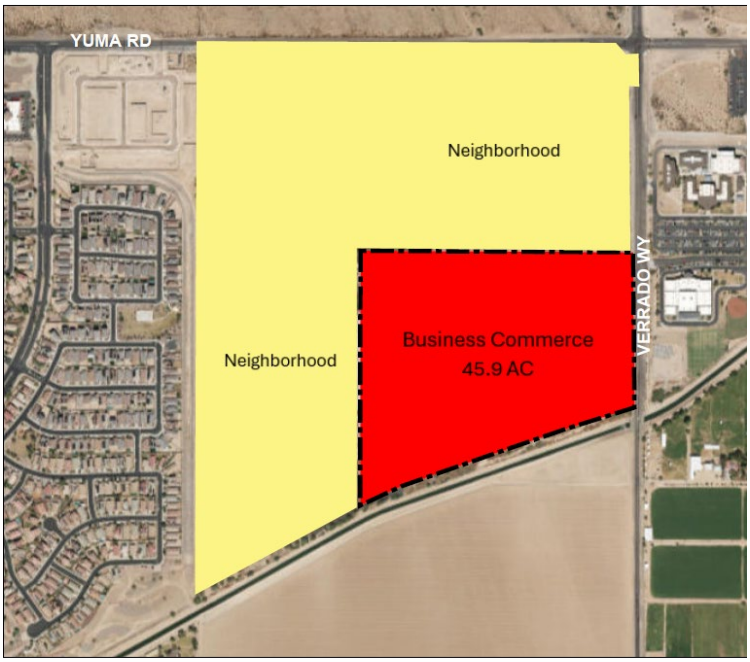
Via U.S. Mail

Re: Notice of Applications and Neighborhood Meeting; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that a neighborhood meeting has been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, that will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The neighborhood meeting information is as follows:

Date/Time:	Wednesday, November 13, 2024; 6:00 PM
Location:	Buckeye Public Library, Coyote Branch, Program Room 21699 W. Yuma Rd. Suite 116, Buckeye, AZ 85326

You are invited to attend this meeting to learn more about these applications. Please note that this is not a notice of a public hearing with the Planning and Zoning Commission or City Council as these hearings have not yet been set. You may receive notice of these hearings at a future date when they have been scheduled.

If you cannot attend the neighborhood meeting and would like to discuss the applications or have any questions, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093

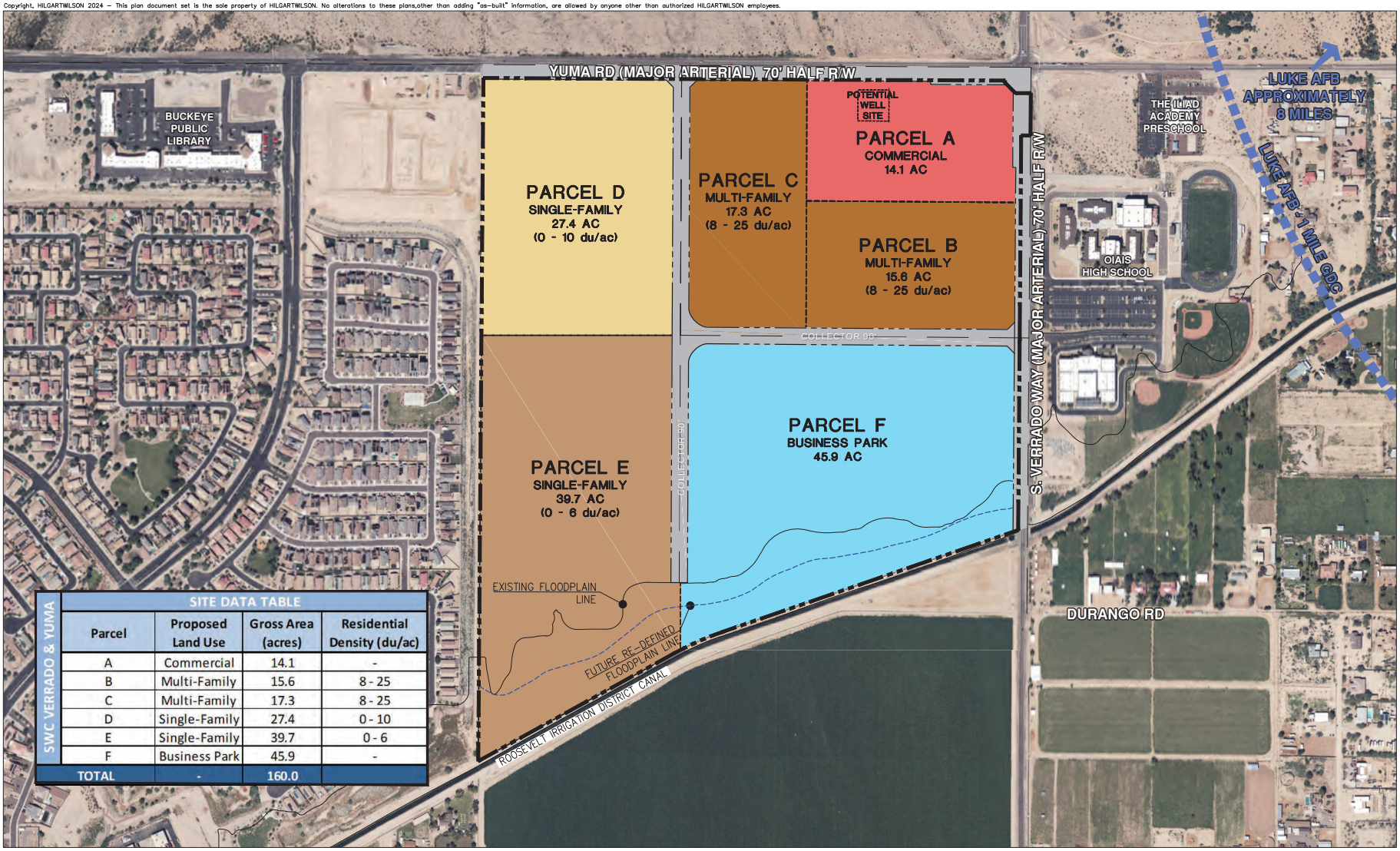
Very truly,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

Copyright, HILGARTWILSON 2024 – This plan document set is the sole property of HILGARTWILSON. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON employees.



SWC VERRADO & YUMA

SITE DATA TABLE

Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

1419.02
R.GUBSER AICP

Scale: 1" = 200'

This plan is conceptual and subject to change through the planning and development process.

CHIANG LICHUAN/WU JENYING
10 ORANGETIP
IRVINE, CA 92604

CAO PHI D
12410 W SHERIDAN ST
AVONDALE, AZ 85392

ODYSSEY PREPARATORY ACADEMY INC
1495 S VERRADO WAY
BUCKEYE, AZ 85326

GEHAN HOMES OF ARIZONA LLC
1501 W FOUNTAINHEAD PKWY STE 150
TEMPE, AZ 85282

GARDNER DAMETRIUS RAY JR/SUMLIN KEVYONA LAFAYE
1529 S 215TH DR
BUCKEYE, AZ 85326

CARRILLO JESUS/SANTANA JOANNA
1541 S 215TH DR
BUCKEYE, AZ 85326

HYPES JONATHAN A/DSHEA KATHLEEN
1551 S 215TH DR
BUCKEYE, AZ 85326

HINMAN DOUGLAS T/HEIDI E
1563 S 215TH DR
BUCKEYE, AZ 85326

AYALA MARCO ANTONIO/CECILIA LOPEZ
1573 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ KRYSTA/CRUZ JR
1585 S 215TH DR
BUCKEYE, AZ 85326

SUNDANCE RESIDENTIAL HOMEOWNERS ASSOCIATION INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

SMITH JENNIFER/GARY
1601 S 215TH DR
BUCKEYE, AZ 85326

VAZQUEZ IZAN/ROSALES ALEJANDRA ZENDEJAS
1607 S 215TH DR
BUCKEYE, AZ 85326

ARIZONA STATE OF
1616 W ADAMS ST
PHOENIX, AZ 85007

COLMONE DANELLE
1617 S 215TH DR
BUCKEYE, AZ 85326

FELIX BERNARDO/IRMA
1629 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ ANDREW HUGO
1649 S 215TH DR
BUCKEYE, AZ 85326

IH6 PROPERTY PHOENIX LP
1717 MAIN ST STE 2000
DALLAS, TX 75201

MFV AZ LLC
1753 E BROADWAY RD STE 101
TEMPE, AZ 85282

BARRAZA JORGE CALVILLO/HERNANDEZ PATRICIA GARCIA/GARCIA LARISSA CALVILLO
1779 S 215TH DR
BUCKEYE, AZ 85326

RAMIREZ FRED JR
1783 S 215TH DR
BUCKEYE, AZ 85326

CELAYA UZZIEL M/VEGA LUZ DELIA MENDEZ
1789 S 215TH DR
BUCKEYE, AZ 85326

GUIZAR MOISES/VALDIVIA YURBY
1793 S 21ST DR
BUCKEYE, AZ 85326

BURGESS PRECIOUS
1799 S 215TH DR
BUCKEYE, AZ 85326

BAUMANN CASEY
1851 S 215TH DR
BUCKEYE, AZ 85326

SCHAUPP HEATHER
1863 S 215TH DR
BUCKEYE, AZ 85326

ARROYO MICAELA
1875 S 215TH DR
BUCKEYE, AZ 85326

BRYANT CHRISTIAN
1887 S 215TH DR
BUCKEYE, AZ 85326

MEDINA ZACH
1899 S 215TH DR
BUCKEYE, AZ 85326

DUARTE OMAR A
1921 S 215TH DR
BUCKEYE, AZ 85326

GUZMAN ROCIO
1985 S 215TH DR
BUCKEYE, AZ 85326

MANCILLA ALEJANDRO/EDNA LILIA
2001 S 215TH DR
BUCKEYE, AZ 85326

WYNN DEBORAH A
2027 S 215TH DR
BUCKEYE, AZ 85326

FISHER DANNY
2041 S 215TH DR
BUCKEYE, AZ 85326

HERNANDEZ FRANCISCO A/MARTINEZ MARIA M
2055 S 215TH DR
BUCKEYE, AZ 85326

PONCE JASON
2069 S 215TH DR
BUCKEYE, AZ 85326

CRUZ CYNTHIA
2083 S 215TH DR
BUCKEYE, AZ 85326

KLOPPE LIVING TRUST
20908 W DURANGO ST
BUCKEYE, AZ 85326

HOSKINS ROSEMARIE ANN/RAFE ANTHONY
2111 S 215TH DR
BUCKEYE, AZ 85326

PRZYBYLSKI MICHAEL J
2125 S 215TH DR
BUCKEYE, AZ 85326

GUERRERO ELSIE
2139 S 215TH DR
BUCKEYE, AZ 85326

MARTINEZ GUSTAVO TREJO/TREJO ALEJANDRA
21514 W WATKINS ST
BUCKEYE, AZ 85326

MARQUEZ JOSE G/GLORIA M
21516 W WATKINS ST
BUCKEYE, AZ 85326

KELLY MARIE MORRIS TRUST
21520 W WATKINS ST
BUCKEYE, AZ 85326

CAMPBELL BRANDON
21526 W DURANGO ST
BUCKEYE, AZ 85326

SOSA MONICA JUAREZ
21533 W HOPI ST
BUCKEYE, AZ 85326

VANEK TIMOTHY
21539 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ FELIPE MORENO/MARIA EVA
21540 W HILTON AVE
BUCKEYE, AZ 85326

CARROLL NIKOLAI
21540 W SONORA ST
BUCKEYE, AZ 85326

RODRIGUEZ MONICA REYES/SORIA JAIME ORTIZ
21541 W DURANGO ST
BUCKEYE, AZ 85326

DELAO ANDRES MIGUEL/BARRAZA MELISA LUNA
21541 W HOPI ST
BUCKEYE, AZ 85326

RIVERA PEDRO A
21542 W DURANGO ST
BUCKEYE, AZ 85326

YANEZ SERGIO
21543 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

CHAVEZ DENISSE
21543 W COCOPAH ST
BUCKEYE, AZ 85326

ORTEGA KIMBERLY
21544 W HOPI ST
BUCKEYE, AZ 85326

VARGAS ERNAN/WEIR MELISSA
21544 W MOHAVE ST
BUCKEYE, AZ 85326

MALDONADO VALERIA/FRANKLIN TRINA R/LYNCH BLAKE
21544 W WATKINS ST
BUCKEYE, AZ 85326

PRECIADO MARTIN/MARTINEZ EDGAR
21545 W HILTON AVE
BUCKEYE, AZ 85326

REYES ASHAI
21545 W HOPI ST
BUCKEYE, AZ 85326

PRICE TERRY
21546 W COCOPAH ST
BUCKEYE, AZ 85326

MACIAS RAYMOND ROIBAL
21546 W KIMBERLY DR
BUCKEYE, AZ 85326

VANDERVORT HALEY RENEE/SCHULTE NOLAN
21547 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

M & M TRUST
21547 W DURANGO ST
BUCKEYE, AZ 85326

LALLI ASHOK/BALA
21547 W PAPAGO ST
BUCKEYE, AZ 85326

GARCIA RAYMUNDO
21547 W SONORA ST
BUCKEYE, AZ 85326

GARCIA JORDAN C/CELAYA ADRIANA
21548 W HOPI ST
BUCKEYE, AZ 85326

MAYFIELD JORDAN XAVIER
21548 W SONORA ST
BUCKEYE, AZ 85326

COLMONE CARY
21549 W COCOPAH ST
BUCKEYE, AZ 85326

SCHREIBER RYAN ADAM
21549 W DURANGO ST
BUCKEYE, AZ 85326

VELAZQUEZ KARLA E/JAIME ADRIEL
21549 W KIMBERLY DR
BUCKEYE, AZ 85326

CORDOVA ALEXIS/BRANDYN MICHAEL
21550 W MOHAVE ST
BUCKEYE, AZ 85326

BERG ROBIN C/RITA
21550 W WATKINS ST
BUCKEYE, AZ 85326

MILLS JAMES/GARCIA BERTHA
21552 W COCOPAH ST
BUCKEYE, AZ 85326

INGERSOLL DEBORAH A
21552 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ JOE
21552 W KIMBERLY DR
BUCKEYE, AZ 85326

RIVAS JESSICA/MENDEZ FERNANDO GABRIEL
21553 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

YOEL E MONZON AND BARABARA F MONZON LIVING TRUST
21553 W SONORA ST
BUCKEYE, AZ 85326

SERRANO WILLIAM
21554 W SONORA ST
BUCKEYE, AZ 85326

BARRUQUIN OSCAR J
AGUINAGA/DELGADO LETRICIA
21555 W COCOPAH ST
BUCKEYE, AZ 85326

WILLIAMS NICHOLAS/ANA KAREN
21555 W KIMBERLY DR
BUCKEYE, AZ 85326

SOTO EDWIN
21556 W HOPI ST
BUCKEYE, AZ 85326

OLIVEIRA BRYAN/RAQUEL TRINIDAD
21556 W MOHAVE ST
BUCKEYE, AZ 85326

ORTIZ ZHAIRA/LUIS
21558 W COCOPAH ST
BUCKEYE, AZ 85326

HOFFMANN YOSHIE NAGASAKA
21558 W HILTON AVE
BUCKEYE, AZ 85326

ROSALES YESSICA L MONGE
21558 W KIMBERLY DR
BUCKEYE, AZ 85326

MEDINA AURA
21559 W PAPAGO ST
BUCKEYE, AZ 85326

GALVAN FREDDIE CASTILLO
21559 W SONORA ST
BUCKEYE, AZ 85326

RICHARDSON STEPHEN
21560 W SONORA ST
BUCKEYE, AZ 85326

RANGEL LAURA S FLORES/MORIN JOANN C
21561 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

HILL DERRICK JAMES/CORELLE
21561 W COCOPAH ST
BUCKEYE, AZ 85326

AVILA ELIZABETH/NIDA LOGAN
21561 W KIMBERLY DR
BUCKEYE, AZ 85326

MCCOY TIEONTAY
21562 W HOPI ST
BUCKEYE, AZ 85326

AQUIRRE JONATHAN/JAIMES VANESSA NERIA
21562 W MOHAVE ST
BUCKEYE, AZ 85326

VALENZUELA OSVALDO
21563 W HOPI ST
BUCKEYE, AZ 85326

NZAMBI FRANCIS MWAMBA/MWAMBA NAOMI NZAMBI
21564 W COCOPAH ST
BUCKEYE, AZ 85326

SMITH MARTHA D/MARY K
21564 W HILTON AVE
BUCKEYE, AZ 85326

TIEMANN ALLYSSA/AARON
21564 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA RENEE ILIANA
21565 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

LESLIE TRACI G/LESTER
21565 W DURANGO ST
BUCKEYE, AZ 85326

SOTO JOSE/ANGELITA
21565 W HILTON AVE
BUCKEYE, AZ 85326

BRUCE A KONECNI LIVING TRUST
21566 W DURANGO ST
BUCKEYE, AZ 85326

MORGAN KAYLIE
21566 W SONORA ST
BUCKEYE, AZ 85326

FLOYD COURTNEY
21567 W COCOPAH ST
BUCKEYE, AZ 85326

CARMONA ARAHON LASARTE
21567 W KIMBERLY DR
BUCKEYE, AZ 85326

BARNES ANDREA
21568 W HOPI ST
BUCKEYE, AZ 85326

VALENCIA CYNTHIA MUNOZ/MUNOZ ERIKA
21568 W MOHAVE ST
BUCKEYE, AZ 85326

NIELSEN SHELLY LYNN
21570 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ BRYAN APODACA
21570 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA MARCUS/ALDERETE MANUEL
21571 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

SILER BRYONIE
21571 W DURANGO ST
BUCKEYE, AZ 85326

COBIAN-CORONA JANELLY S
21571 W HILTON AVE
BUCKEYE, AZ 85326

CARDENAS AURORA/LOPEZ MIGUEL A
21571 W HOPI ST
BUCKEYE, AZ 85326

RAMOS-COSSIO MIGUEL ANGEL/BARRAGAN NATALI FLORES
21571 W SONORA ST
BUCKEYE, AZ 85326

WALTMAN JUSTIN ROBERT
21572 W DURANGO ST
BUCKEYE, AZ 85326

2019 GARY AND DENISE SUMMERS REVOCABLE LIVING TRUST
21573 W COCOPAH ST
BUCKEYE, AZ 85326

EUSTICE CHRISTINA M
21573 W KIMBERLY DR
BUCKEYE, AZ 85326

AVILA JANET ACOSTA/PARRA EULICES GUZMAN
21574 W HOPI ST
BUCKEYE, AZ 85326

ALVIZO ITZEL
21574 W MOHAVE ST
BUCKEYE, AZ 85326

CALKINS STEVEN
21574 W WATKINS ST
BUCKEYE, AZ 85326

VELEZ-SHIELDS VALERIE A/MICHAEL F
21575 W PAPAGO ST
BUCKEYE, AZ 85326

MEJIA RICARDO
21576 W COCOPAH ST
BUCKEYE, AZ 85326

DAVIS CHRISTOPHER E/OROZCO
BRIANDA E
21576 W KIMBERLY DR
BUCKEYE, AZ 85326

FLORES WENDY/CHAVEZ DAISY FLORES
21577 W HOPI ST
BUCKEYE, AZ 85326

MINIEFIELD CHAYANA M/JELISA
21577 W SONORA ST
BUCKEYE, AZ 85326

INGRAM MICHELLE
21578 W SONORA ST
BUCKEYE, AZ 85326

CHAVEZ RIGOBERTO
21579 W KIMBERLY DR
BUCKEYE, AZ 85326

TORRES ALFREDO
21579 W WATKINS ST
BUCKEYE, AZ 85326

USZODI BELA/KAYLA
21589 W WATKINS ST
BUCKEYE, AZ 85326

PSC BUCKEYE LLC
23 WALKER AVE PMB 300
BALTIMORE, MD 21208

LAKEVIEW LOAN SERVICING LLC
3637 SENTARA WAY
VIRGINIA BEACH, VA 23452

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA, WA 98531

RK PROPERTIES LLLP
4820 N GREENTREE DR W
LITCHFIELD PARK, AZ 85340

BUCKEYE CITY OF
530 E MONROE AVE
BUCKEYE, AZ 85326

2024-1 IH BORROWER LP
5420 LYNDON B JOHNSON FWY STE 600
DALLAS, TX 75240

KITCO LLC
6-1285 HARWOOD ST
VANCOUVER, BC 0

CHAKAVARIKA WILLARD/MUHASO
CHIEDZA SHELTER
728 S 1ST ST
AVONDALE, AZ 85323

SUNBELT LAND HOLDINGS L P
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SHARP ROCK SFR LLC
8518 W DEER VALLEY RD STE 100
PEORIA, AZ 85382

HERRERA KIMBERLY F
PO BOX 1823
BUCKEYE, AZ 85326

21538 W WATKINS ST
BUCKEYE AZ, 85326

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

October 28, 2024

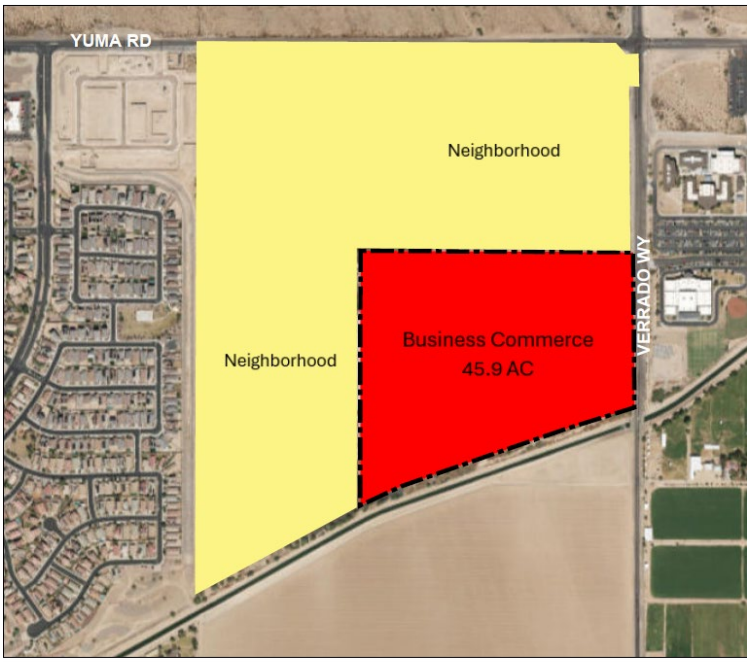
Via Email

Re: Notice of Applications and Neighborhood Meeting; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that a neighborhood meeting has been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, that will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The neighborhood meeting information is as follows:

Date/Time:	Wednesday, November 13, 2024; 6:00 PM
Location:	Buckeye Public Library, Coyote Branch, Program Room 21699 W. Yuma Rd. Suite 116, Buckeye, AZ 85326

You are invited to attend this meeting to learn more about these applications. Please note that this is not a notice of a public hearing with the Planning and Zoning Commission or City Council as these hearings have not yet been set. You may receive notice of these hearings at a future date when they have been scheduled.

If you cannot attend the neighborhood meeting and would like to discuss the applications or have any questions, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093

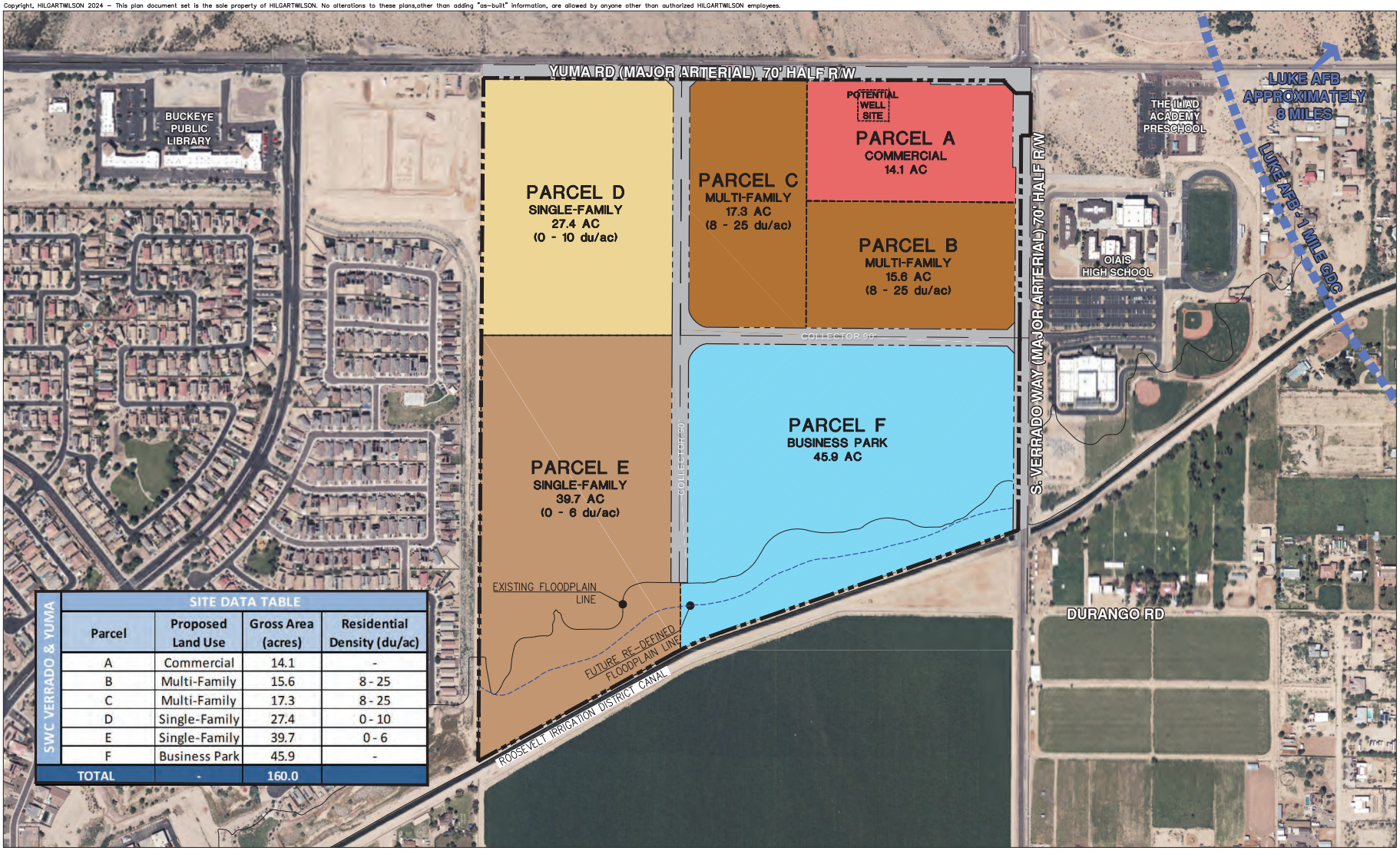
Very truly,

GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

Copyright, HILGARTWILSON 2024 – This plan document set is the sole property of HILGARTWILSON. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON employees.



SWC VERRADO & YUMA

SITE DATA TABLE

Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

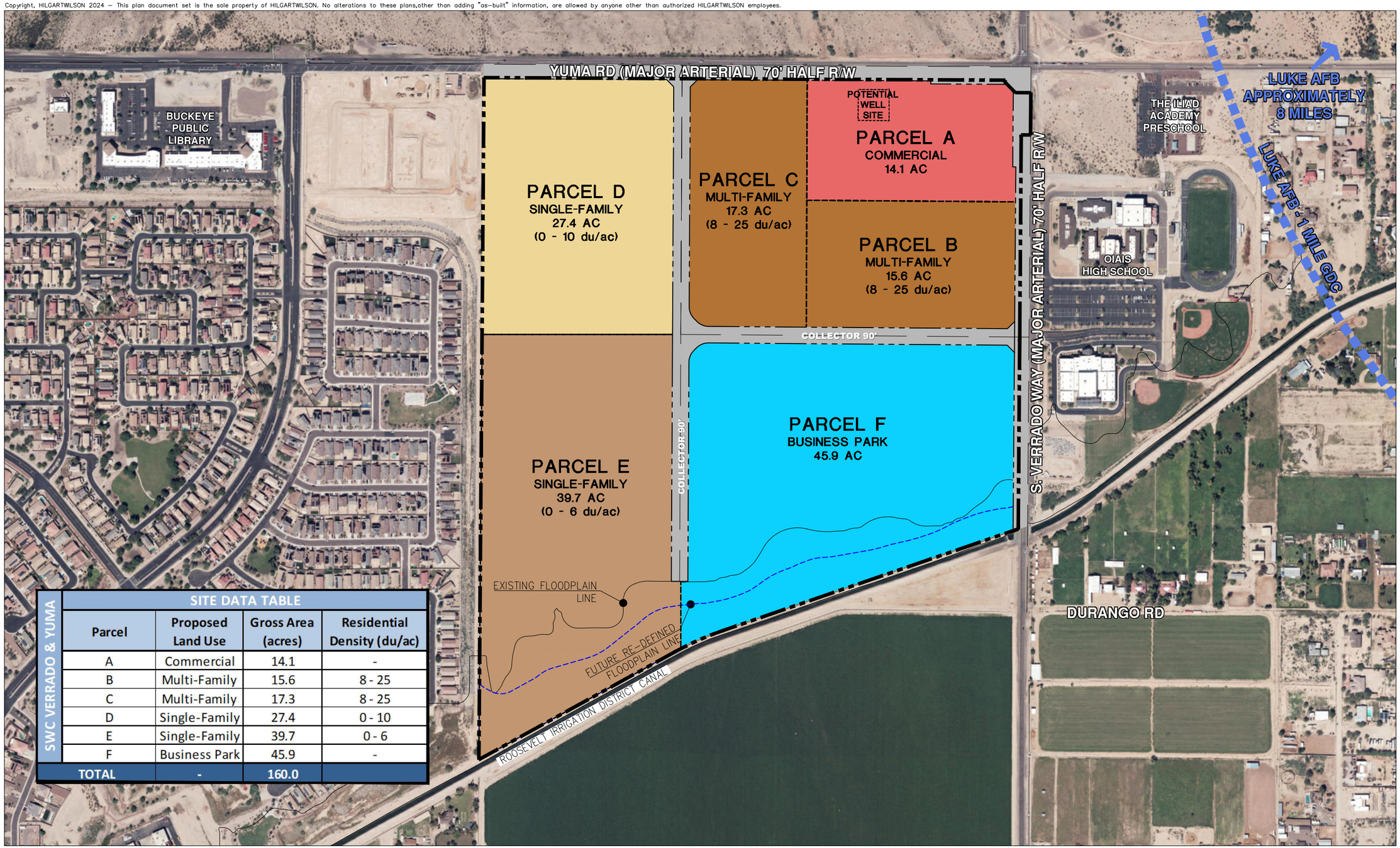
1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

Interested Parties	Title	Organization	Email
Mark James	Planning Manager, Community Initiatives Team	Luke AFB	mark.james.14@us.af.mil

Appendix B

Copyright, HILGARTWILSON 2024 – This plan document set is the sole property of HILGARTWILSON. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON employees.



SWC VERRADO & YUMA

SITE DATA TABLE			
Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
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D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
Project Name:
Applicant Name: Gilbert Blilie
Location: SWC Yuma Rd and Verrado Way

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 01/22/25

Notary Public: Marybeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

My Commission Expires: 10-25-28


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
January 22, 2025 at 11:19 AM
+33.431994,-112.504368
1608–1652 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
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CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
Maps
January 22, 2025 at 11:04 AM
+33.433379,-112.504387
1366–1462 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA): TBD
CITY COUNCIL (APPROVAL): TBD
LOCATION OF HEARINGS: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
January 22, 2025 at 10:51 AM
+33.435516,-112.509072
21307-21477 W Yuma Rd
Buckeye AZ 85326
United States
Maps

azcentral.

Public Notices

Originally published at azcentral.com on 01/22/2025

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, February 4, 2025 to be held at the City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following request:

Case No. PLZM-24-0006: Request by Marcela Mora-Yatko, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP to annex 167.8 acres located at the southwest corner of Verrado Way and Yuma Road, 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.

For additional information, please contact Mandy Woods, Senior Planner, with the Development Services Department at (623) 640-6093.
January 22 2025
LAZS0220824

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
Project Name:
Applicant Name: Gilbert Blilie
Location: SWC Yuma Rd and Verrado Way

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: _____

SUBSCRIBED AND SWORN before me on 03/10/25

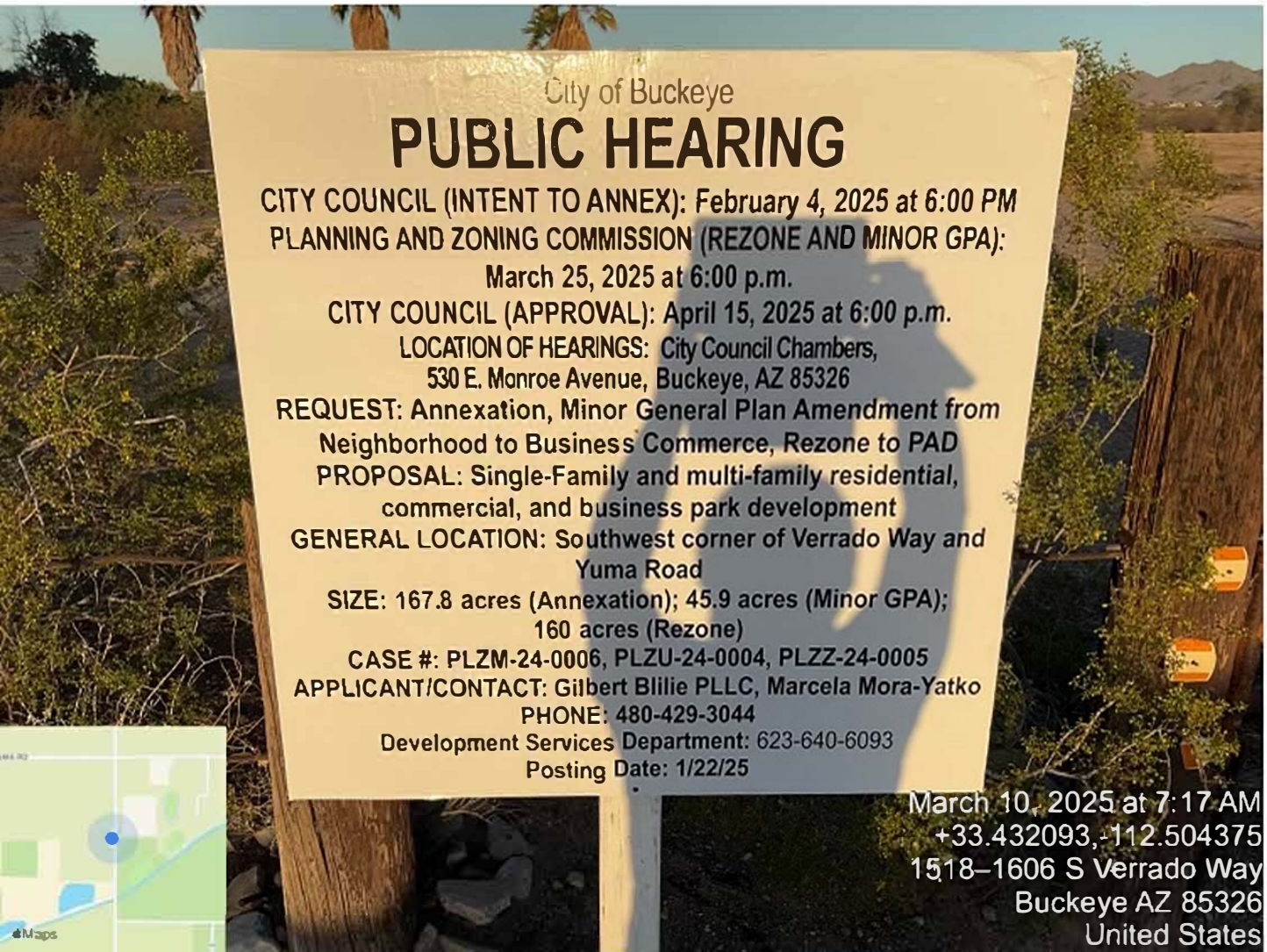
Notary Public:

Marybeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

My Commission Expires:

10-25-28


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from
Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential,
commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and
Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA);
160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:17 AM
+33.432093,-112.504375
1518–1606 S Verrado Way
Buckeye AZ 85326
United States


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:14 AM
+33.433457,-112.504329
1366–1462 S Verrado Way
Buckeye AZ 85326
United States
Maps


City of Buckeye
PUBLIC HEARING
CITY COUNCIL (INTENT TO ANNEX): February 4, 2025 at 6:00 PM
PLANNING AND ZONING COMMISSION (REZONE AND MINOR GPA):
March 25, 2025 at 6:00 p.m.
CITY COUNCIL (APPROVAL): April 15, 2025 at 6:00 p.m.
LOCATION OF HEARINGS: City Council Chambers,
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Annexation, Minor General Plan Amendment from Neighborhood to Business Commerce, Rezone to PAD
PROPOSAL: Single-Family and multi-family residential, commercial, and business park development
GENERAL LOCATION: Southwest corner of Verrado Way and Yuma Road
SIZE: 167.8 acres (Annexation); 45.9 acres (Minor GPA); 160 acres (Rezone)
CASE #: PLZM-24-0006, PLZU-24-0004, PLZZ-24-0005
APPLICANT/CONTACT: Gilbert Blilie PLLC, Marcela Mora-Yatko
PHONE: 480-429-3044
Development Services Department: 623-640-6093
Posting Date: 1/22/25
March 10, 2025 at 7:09 AM
+33.435119,-112.509929
21307–21477 W Yuma Rd
Buckeye AZ 85326
United States
Maps

azcentral.

Public Notices

Originally published at azcentral.com on 03/07/2025

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, March 25, 2025, and the Buckeye City Council will hold a public hearing on Tuesday, April 15, 2025, both to be held at the Buckeye City Council Chambers, located at 530 E Monroe Avenue at 6:00 p.m., for the purpose of hearing all persons for or against the following requests:

Case No. PLZU-24-0004: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP for the approval of a Minor General Plan Amendment from Neighborhood to Business Commerce for 45.9 acres located at the southwest corner of Verrado Way and Yuma Road.

Case No. PLZZ-24-0005: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP for the approval of a rezone from R1-43 (the City's equivalent zoning to County RU-43) to Planned Area Development for single-family residential, multi-family residential, commercial, and business park uses on 160 acres located at the southwest corner of Verrado Way and Yuma Road, situated within the east half of Section 13, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

The Buckeye City Council hearing on April 15, 2025 will also be held for the purpose of hearing all persons for or against the following request:

Case No. PLZM-24-0006: Request by Jeffrey Blilie, Gilbert Blilie PLLC on behalf of Sunbelt Land Holdings LP to annex 167.8 acres located at the southwest corner of Verrado Way and Yuma Road, 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.

For additional information, please contact Mandy Woods, Senior Planner with the Development Services Department at (623) 640-6093.
March 7 2025
LAZS0251795

Affidavit of Mailing Notice

Case Number:	PLZU-24-0004; PLZZ-24-0005
Project Name:	SWC Verrado Way and Yuma Road GPA and PAD
Applicant Name:	Marcela Mora-Yatko, Gilbert Blilie PLLC
Location:	SWC Verrado Way and Yuma Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 7th day of March, 2025, by:

_____
Notary Public

CLAUDIA E CARR
Notary Public - Arizona
Maricopa County
Commission # 613997
My Comm. Expires Aug 30, 2025

My Commission Expires:

August 30, 2025

CHIANG LICHUAN/WU JENYING
10 ORANGETIP
IRVINE, CA 92604

CAO PHI D
12410 W SHERIDAN ST
AVONDALE, AZ 85392

ODYSSEY PREPARATORY ACADEMY INC
1495 S VERRADO WAY
BUCKEYE, AZ 85326

GEHAN HOMES OF ARIZONA LLC
1501 W FOUNTAINHEAD PKWY STE 150
TEMPE, AZ 85282

GARDNER DAMETRIUS RAY JR/SUMLIN KEVYONA LAFAYE
1529 S 215TH DR
BUCKEYE, AZ 85326

CARRILLO JESUS/SANTANA JOANNA
1541 S 215TH DR
BUCKEYE, AZ 85326

HYPES JONATHAN A/DSHEA KATHLEEN
1551 S 215TH DR
BUCKEYE, AZ 85326

HINMAN DOUGLAS T/HEIDI E
1563 S 215TH DR
BUCKEYE, AZ 85326

AYALA MARCO ANTONIO/CECILIA LOPEZ
1573 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ KRYSTA/CRUZ JR
1585 S 215TH DR
BUCKEYE, AZ 85326

SUNDANCE RESIDENTIAL HOMEOWNERS ASSOCIATION INC
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

SMITH JENNIFER/GARY
1601 S 215TH DR
BUCKEYE, AZ 85326

VAZQUEZ IZAN/ROSALES ALEJANDRA ZENDEJAS
1607 S 215TH DR
BUCKEYE, AZ 85326

ARIZONA STATE OF
1616 W ADAMS ST
PHOENIX, AZ 85007

COLMONE DANELLE
1617 S 215TH DR
BUCKEYE, AZ 85326

FELIX BERNARDO/IRMA
1629 S 215TH DR
BUCKEYE, AZ 85326

SANCHEZ ANDREW HUGO
1649 S 215TH DR
BUCKEYE, AZ 85326

IH6 PROPERTY PHOENIX LP
1717 MAIN ST STE 2000
DALLAS, TX 75201

MFV AZ LLC
1753 E BROADWAY RD STE 101
TEMPE, AZ 85282

BARRAZA JORGE CALVILLO/HERNANDEZ PATRICIA GARCIA/GARCIA LARISSA CALVILLO
1779 S 215TH DR
BUCKEYE, AZ 85326

RAMIREZ FRED JR
1783 S 215TH DR
BUCKEYE, AZ 85326

CELAYA UZZIEL M/VEGA LUZ DELIA MENDEZ
1789 S 215TH DR
BUCKEYE, AZ 85326

GUIZAR MOISES/VALDIVIA YURBY
1793 S 21ST DR
BUCKEYE, AZ 85326

BURGESS PRECIOUS
1799 S 215TH DR
BUCKEYE, AZ 85326

BAUMANN CASEY
1851 S 215TH DR
BUCKEYE, AZ 85326

SCHAUPP HEATHER
1863 S 215TH DR
BUCKEYE, AZ 85326

ARROYO MICAELA
1875 S 215TH DR
BUCKEYE, AZ 85326

BRYANT CHRISTIAN
1887 S 215TH DR
BUCKEYE, AZ 85326

MEDINA ZACH
1899 S 215TH DR
BUCKEYE, AZ 85326

DUARTE OMAR A
1921 S 215TH DR
BUCKEYE, AZ 85326

GUZMAN ROCIO
1985 S 215TH DR
BUCKEYE, AZ 85326

MANCILLA ALEJANDRO/EDNA LILIA
2001 S 215TH DR
BUCKEYE, AZ 85326

WYNN DEBORAH A
2027 S 215TH DR
BUCKEYE, AZ 85326

FISHER DANNY
2041 S 215TH DR
BUCKEYE, AZ 85326

HERNANDEZ FRANCISCO A/MARTINEZ MARIA M
2055 S 215TH DR
BUCKEYE, AZ 85326

PONCE JASON
2069 S 215TH DR
BUCKEYE, AZ 85326

CRUZ CYNTHIA
2083 S 215TH DR
BUCKEYE, AZ 85326

KLOPPE LIVING TRUST
20908 W DURANGO ST
BUCKEYE, AZ 85326

HOSKINS ROSEMARIE ANN/RAFE ANTHONY
2111 S 215TH DR
BUCKEYE, AZ 85326

PRZYBYLSKI MICHAEL J
2125 S 215TH DR
BUCKEYE, AZ 85326

GUERRERO ELSIE
2139 S 215TH DR
BUCKEYE, AZ 85326

MARTINEZ GUSTAVO TREJO/TREJO ALEJANDRA
21514 W WATKINS ST
BUCKEYE, AZ 85326

MARQUEZ JOSE G/GLORIA M
21516 W WATKINS ST
BUCKEYE, AZ 85326

KELLY MARIE MORRIS TRUST
21520 W WATKINS ST
BUCKEYE, AZ 85326

CAMPBELL BRANDON
21526 W DURANGO ST
BUCKEYE, AZ 85326

SOSA MONICA JUAREZ
21533 W HOPI ST
BUCKEYE, AZ 85326

VANEK TIMOTHY
21539 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ FELIPE MORENO/MARIA EVA
21540 W HILTON AVE
BUCKEYE, AZ 85326

CARROLL NIKOLAI
21540 W SONORA ST
BUCKEYE, AZ 85326

RODRIGUEZ MONICA REYES/SORIA JAIME ORTIZ
21541 W DURANGO ST
BUCKEYE, AZ 85326

DELAO ANDRES MIGUEL/BARRAZA MELISA LUNA
21541 W HOPI ST
BUCKEYE, AZ 85326

RIVERA PEDRO A
21542 W DURANGO ST
BUCKEYE, AZ 85326

YANEZ SERGIO
21543 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

CHAVEZ DENISSE
21543 W COCOPAH ST
BUCKEYE, AZ 85326

ORTEGA KIMBERLY
21544 W HOPI ST
BUCKEYE, AZ 85326

VARGAS ERNAN/WEIR MELISSA
21544 W MOHAVE ST
BUCKEYE, AZ 85326

MALDONADO VALERIA/FRANKLIN TRINA R/LYNCH BLAKE
21544 W WATKINS ST
BUCKEYE, AZ 85326

PRECIADO MARTIN/MARTINEZ EDGAR
21545 W HILTON AVE
BUCKEYE, AZ 85326

REYES ASHAI
21545 W HOPI ST
BUCKEYE, AZ 85326

PRICE TERRY
21546 W COCOPAH ST
BUCKEYE, AZ 85326

MACIAS RAYMOND ROIBAL
21546 W KIMBERLY DR
BUCKEYE, AZ 85326

VANDERVORT HALEY RENEE/SCHULTE NOLAN
21547 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

M & M TRUST
21547 W DURANGO ST
BUCKEYE, AZ 85326

LALLI ASHOK/BALA
21547 W PAPAGO ST
BUCKEYE, AZ 85326

GARCIA RAYMUNDO
21547 W SONORA ST
BUCKEYE, AZ 85326

GARCIA JORDAN C/CELAYA ADRIANA
21548 W HOPI ST
BUCKEYE, AZ 85326

MAYFIELD JORDAN XAVIER
21548 W SONORA ST
BUCKEYE, AZ 85326

COLMONE CARY
21549 W COCOPAH ST
BUCKEYE, AZ 85326

SCHREIBER RYAN ADAM
21549 W DURANGO ST
BUCKEYE, AZ 85326

VELAZQUEZ KARLA E/JAIME ADRIEL
21549 W KIMBERLY DR
BUCKEYE, AZ 85326

CORDOVA ALEXIS/BRANDYN MICHAEL
21550 W MOHAVE ST
BUCKEYE, AZ 85326

BERG ROBIN C/RITA
21550 W WATKINS ST
BUCKEYE, AZ 85326

MILLS JAMES/GARCIA BERTHA
21552 W COCOPAH ST
BUCKEYE, AZ 85326

INGERSOLL DEBORAH A
21552 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ JOE
21552 W KIMBERLY DR
BUCKEYE, AZ 85326

RIVAS JESSICA/MENDEZ FERNANDO GABRIEL
21553 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

YOEL E MONZON AND BARABARA F MONZON LIVING TRUST
21553 W SONORA ST
BUCKEYE, AZ 85326

SERRANO WILLIAM
21554 W SONORA ST
BUCKEYE, AZ 85326

BARRUQUIN OSCAR J
AGUINAGA/DELGADO LETRICIA
21555 W COCOPAH ST
BUCKEYE, AZ 85326

WILLIAMS NICHOLAS/ANA KAREN
21555 W KIMBERLY DR
BUCKEYE, AZ 85326

SOTO EDWIN
21556 W HOPI ST
BUCKEYE, AZ 85326

OLIVEIRA BRYAN/RAQUEL TRINIDAD
21556 W MOHAVE ST
BUCKEYE, AZ 85326

ORTIZ ZHAIRA/LUIS
21558 W COCOPAH ST
BUCKEYE, AZ 85326

HOFFMANN YOSHIE NAGASAKA
21558 W HILTON AVE
BUCKEYE, AZ 85326

ROSALES YESSICA L MONGE
21558 W KIMBERLY DR
BUCKEYE, AZ 85326

MEDINA AURA
21559 W PAPAGO ST
BUCKEYE, AZ 85326

GALVAN FREDDIE CASTILLO
21559 W SONORA ST
BUCKEYE, AZ 85326

RICHARDSON STEPHEN
21560 W SONORA ST
BUCKEYE, AZ 85326

RANGEL LAURA S FLORES/MORIN JOANN C
21561 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

HILL DERRICK JAMES/CORELLE
21561 W COCOPAH ST
BUCKEYE, AZ 85326

AVILA ELIZABETH/NIDA LOGAN
21561 W KIMBERLY DR
BUCKEYE, AZ 85326

MCCOY TIEONTAY
21562 W HOPI ST
BUCKEYE, AZ 85326

AQUIRRE JONATHAN/JAIMES VANESSA NERIA
21562 W MOHAVE ST
BUCKEYE, AZ 85326

VALENZUELA OSVALDO
21563 W HOPI ST
BUCKEYE, AZ 85326

NZAMBI FRANCIS MWAMBA/MWAMBA NAOMI NZAMBI
21564 W COCOPAH ST
BUCKEYE, AZ 85326

SMITH MARTHA D/MARY K
21564 W HILTON AVE
BUCKEYE, AZ 85326

TIEMANN ALLYSSA/AARON
21564 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA RENEE ILIANA
21565 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

LESLIE TRACI G/LESTER
21565 W DURANGO ST
BUCKEYE, AZ 85326

JOHNSON JUSTIN/COLLINS SARA
21565 W HILTON AVE
BUCKEYE, AZ 85326

BRUCE A KONECNI LIVING TRUST
21566 W DURANGO ST
BUCKEYE, AZ 85326

MORGAN KAYLIE
21566 W SONORA ST
BUCKEYE, AZ 85326

FLOYD COURTNEY
21567 W COCOPAH ST
BUCKEYE, AZ 85326

CARMONA ARAHON LASARTE
21567 W KIMBERLY DR
BUCKEYE, AZ 85326

BARNES ANDREA
21568 W HOPI ST
BUCKEYE, AZ 85326

VALENCIA CYNTHIA MUNOZ/MUNOZ ERIKA
21568 W MOHAVE ST
BUCKEYE, AZ 85326

SALAZAR DAVID/CHAVEZ JOSEFINA ALONDRA BENCOMO
21570 W HILTON AVE
BUCKEYE, AZ 85326

HERNANDEZ BRYAN APODACA
21570 W KIMBERLY DR
BUCKEYE, AZ 85326

GARCIA MARCUS/ALDERETE MANUEL
21571 W ASHLEIGH MARIE ST
BUCKEYE, AZ 85326

SILER BRYONIE
21571 W DURANGO ST
BUCKEYE, AZ 85326

COBIAN-CORONA JANELLY S
21571 W HILTON AVE
BUCKEYE, AZ 85326

CARDENAS AURORA/LOPEZ MIGUEL A
21571 W HOPI ST
BUCKEYE, AZ 85326

RAMOS-COSSIO MIGUEL ANGEL/BARRAGAN NATALI FLORES
21571 W SONORA ST
BUCKEYE, AZ 85326

WALTMAN JUSTIN ROBERT
21572 W DURANGO ST
BUCKEYE, AZ 85326

2019 GARY AND DENISE SUMMERS REVOCABLE LIVING TRUST
21573 W COCOPAH ST
BUCKEYE, AZ 85326

EUSTICE CHRISTINA M
21573 W KIMBERLY DR
BUCKEYE, AZ 85326

AVILA JANET ACOSTA/PARRA EULICES GUZMAN
21574 W HOPI ST
BUCKEYE, AZ 85326

ALVIZO ITZEL
21574 W MOHAVE ST
BUCKEYE, AZ 85326

CALKINS STEVEN
21574 W WATKINS ST
BUCKEYE, AZ 85326

VELEZ-SHIELDS VALERIE A/MICHAEL F
21575 W PAPAGO ST
BUCKEYE, AZ 85326

MEJIA RICARDO
21576 W COCOPAH ST
BUCKEYE, AZ 85326

DAVIS CHRISTOPHER E/OROZCO BRIANDA E
21576 W KIMBERLY DR
BUCKEYE, AZ 85326

FLORES WENDY/CHAVEZ DAISY FLORES
21577 W HOPI ST
BUCKEYE, AZ 85326

MINIEFIELD CHAYANA M/JELISA
21577 W SONORA ST
BUCKEYE, AZ 85326

INGRAM MICHELLE
21578 W SONORA ST
BUCKEYE, AZ 85326

CHAVEZ RIGOBERTO
21579 W KIMBERLY DR
BUCKEYE, AZ 85326

TORRES ALFREDO
21579 W WATKINS ST
BUCKEYE, AZ 85326

USZODI BELA/KAYLA
21589 W WATKINS ST
BUCKEYE, AZ 85326

PSC BUCKEYE LLC
23 WALKER AVE PMB 300
BALTIMORE, MD 21208

LAKEVIEW LOAN SERVICING LLC
3637 SENTARA WAY
VIRGINIA BEACH, VA 23452

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA, WA 98531

RK PROPERTIES LLLP
4820 N GREENTREE DR W
LITCHFIELD PARK, AZ 85340

BUCKEYE CITY OF
530 E MONROE AVE
BUCKEYE, AZ 85326

2024-1 IH BORROWER LP
5420 LYNDON B JOHNSON FWY STE 600
DALLAS, TX 75240

KITCO LLC
6-1285 HARWOOD ST
VANCOUVER, BC 0

CHAKAVARIKA WILLARD/MUHASO CHIEDZA SHELTER
728 S 1ST ST
AVONDALE, AZ 85323

SUNBELT LAND HOLDINGS L P
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SHARP ROCK SFR LLC
8518 W DEER VALLEY RD STE 100
PEORIA, AZ 85382

HERRERA KIMBERLY F
PO BOX 1823
BUCKEYE, AZ 85326

21538 W WATKINS ST
BUCKEYE AZ, 85326

HOSTETTER BRADLEY DAVID/SHELLEY L
1377 S 215TH LN
BUCKEYE AZ 85326

SIENNA PARK HOMEOWNERS ASSOCIATION
1940 W CHANDLER BLVD STE 2 PMB 617
CHANDLER, AZ 85224

STLTR48 LLC
20118 N 67TH AVE STE 300
GLENDALE, AZ 85308

BUCHANAN WENDY L/SINGH POORAN JR
21560 W DURANGO ST
BUCKEYE, AZ 85326

NIEMAN PROPERTIES ARIZONA I LLC
4007 COOKS HILL RD
CENTRALIA WA 98531

THATCHER JOSHUA/PATRICIA
21571 W PAPAGO ST
BUCKEYE AZ 85326

Interested Parties	Title	Organization	Email
Mark James	Planning Manager, Community Initiatives Team	Luke AFB	mark.james.14@us.af.mil

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

Marcela Mora-Yatko
PLANNING CONSULTANT
DIRECT (480) 429-3044

E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

March 7, 2025

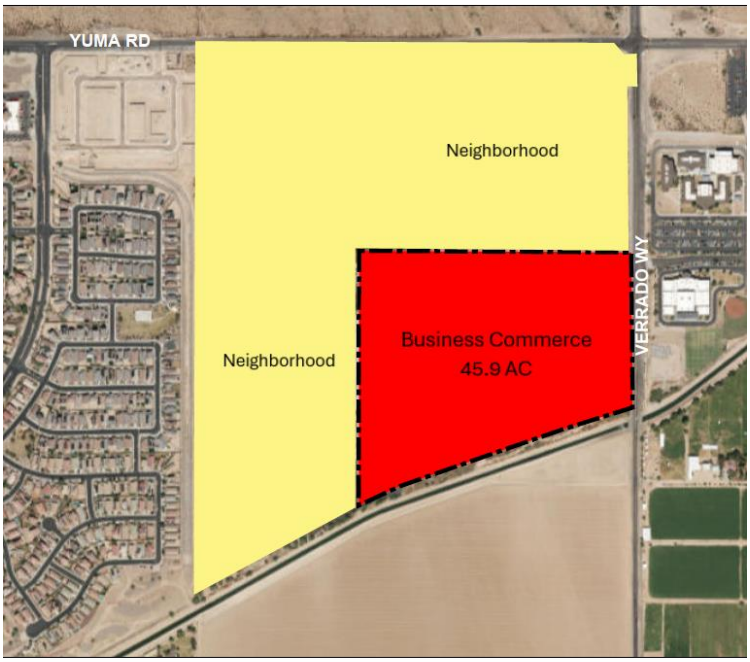
Via U.S. Mail

Re: **Notice of Public Hearings**; SWC Verrado Way and Yuma Road; Case Numbers: PLZU-24-0004 and PLZZ-24-0005

Dear Neighbor,

This notice is being sent to inform you that our firm, on behalf of the property owner, has filed Minor General Plan Amendment and Rezone applications with the City of Buckeye Development Services Department, for a property located at the southwest corner of Verrado Way and Yuma Road. Please be advised that public hearings have been scheduled for these applications. The following is a description of our requests:

Minor General Plan Amendment: The Minor General Plan Amendment request, case number PLZU-24-0004, is for 45.9 acres on the southwest corner of Verrado Way and Yuma Road. This area includes a portion of APNs 504-21-006 & 504-21-003J. The proposed land use designation change is from Neighborhood to Business Commerce. The purpose of this land use designation amendment is to allow for a range of business park uses. The proposed Business Commerce parcel is part of a larger site that is undergoing a companion rezone case, PLZZ-24-0005, to rezone the site to PAD. The proposed General Plan designation is shown herein.



SWC VERRADO & YUMA

PROPOSED GENERAL PLAN DESIGNATION

Rezone Request: The rezone request, case number PLZZ-24-0005, is to rezone 160 acres, comprising five parcels, on the southwest corner of Verrado Way and Yuma Road upon being annexed from Maricopa County into the City of Buckeye. The rezoning would be from R1-43 (the City's equivalent zoning to County RU-43, which will be assigned following annexation approval) to Planned Area Development (PAD). The intent is to develop 160 acres on the southwest corner of Verrado Way and Yuma Road for single-family and multi-family residential, commercial, and business park uses. The entire site will not exceed an overall density of 6.0 dwelling units per acre. The proposed rezone area is shown herein. The proposed land uses are shown in the enclosed Land Use Plan exhibit.



The hearing information is as follows:

Planning & Zoning Commission
March 25, 2025, at 6:00 PM
Buckeye City Council Chambers
530 E Monroe Ave
Buckeye, AZ 85326

City Council
April 15, 2025, at 6:00 PM
Buckeye City Council Chambers
530 E Monroe Ave
Buckeye, AZ 85326

You are invited to attend these hearings to provide comments on the record. You may also submit written feedback via email to swoods@buckeyeaz.gov to be shared with the Planning and Zoning Commission and City Council for their consideration.

For more information about the applications, you can contact me at 480-429-3044 or by email at mmora-yatko@gilbertblilie.com. You may also contact Mandy Woods, Senior Planner with the City of Buckeye Development Services Department, at swoods@buckeyeaz.gov or 623-640-6093 if you have questions regarding the hearing process.

Very truly,

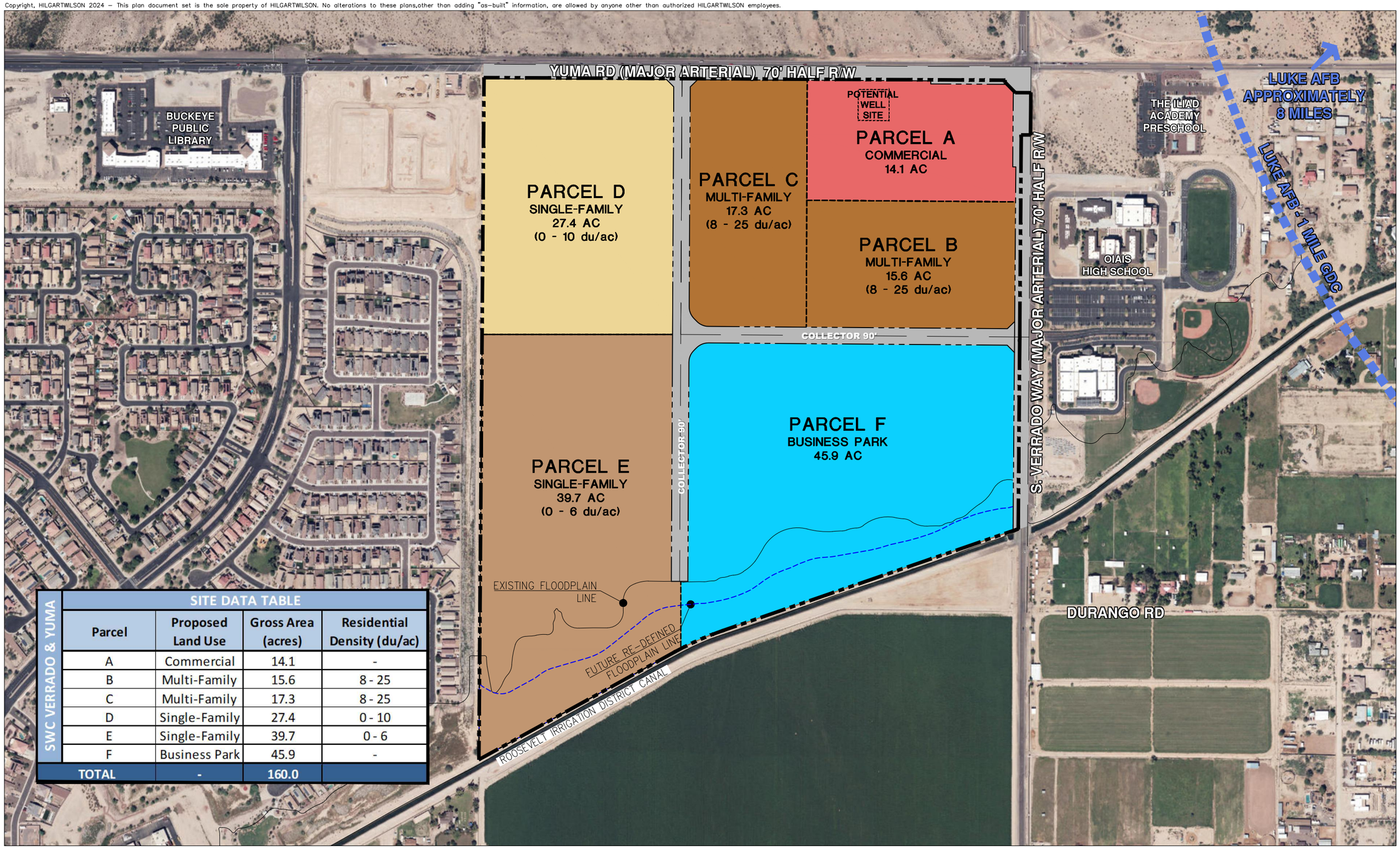
GILBERT BLILIE PLLC

Marcela Mora-Yatko, AICP
Planning Consultant

Enclosure: Land Use Plan

Appendix D

Copyright, HILGARTWILSON 2024 – This plan document set is the sole property of HILGARTWILSON. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized HILGARTWILSON employees.



SWC VERRADO & YUMA

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TOTAL	-	160.0	

SWC VERRADO & YUMA

CITY OF BUCKEYE, AZ

LAND USE PLAN

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

JULY 15, 2024
24X36

Scale: 1" = 200'

1419.02
R.GUBSER AICP

This plan is conceptual and subject to change through the planning and development process.

U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3111

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E-MAIL: MMORA-YATKO@GILBERTBLILIE.COM

File No.88108-57

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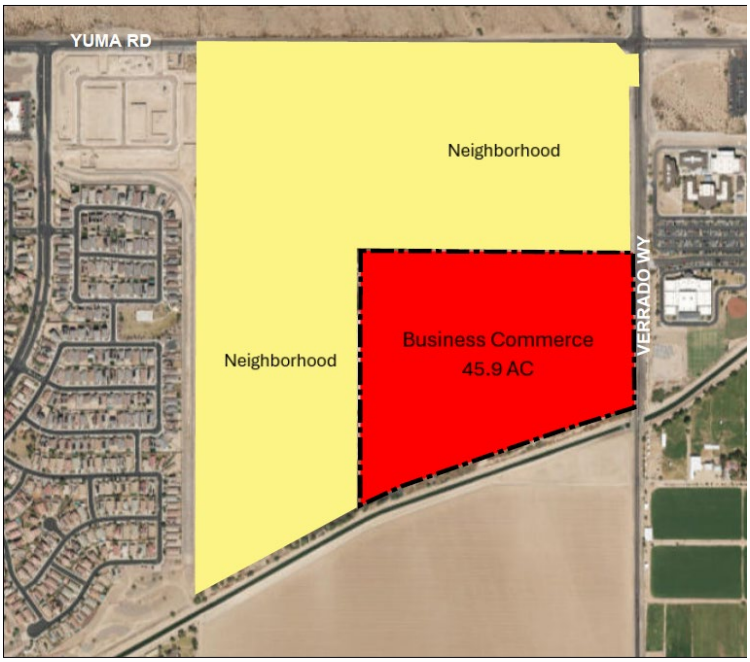

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Marcela Mora-Yatko, AICP
Planning Consultant

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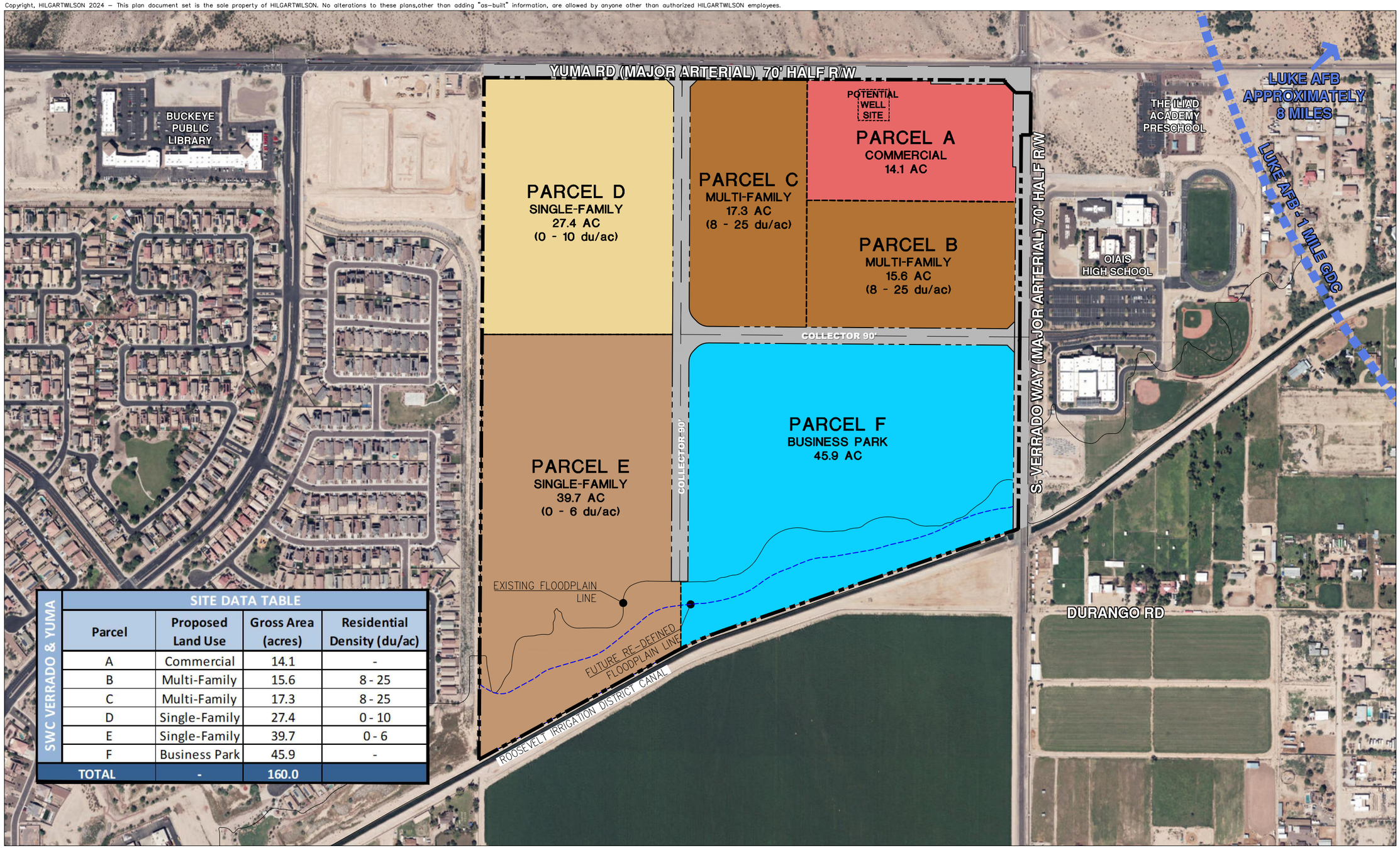

SWC VERRADO & YUMA

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SWC VERRADO & YUMA

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HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

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U:\1400\1419\1419.02 Sunbelt Investment Holdings, Inc\PLANNING\LANDUSE&SITEPLANS\1419.02-LU-A.dwg 7/17/2024 8:40 AM

From: Marcela Mora-Yatko
To: Zhaira Ortiz
Bcc: SUNBELT INVESTMENT HOLDINGS_Yuma and Verrado_088108_000057_Email
Subject: RE: PLZU-24-0004
Date: Tuesday, November 5, 2024 1:37:36 PM
Attachments: image001.png

Good afternoon Zhaira,

Thank you for reaching out. The letter you received is to provide notice that a rezone application and Minor General Plan amendment application have been submitted to the City of Buckeye for this property. If approved, the property could have residential, commercial, and business park development, whereas, right now, the property could only have residential development. There are currently no immediate plans for construction on this site, but there could be in the future if the rezone and Minor General Plan amendment applications are approved by the City. Prior to construction, the City will have to review the plans for the site, and if you live within 300 feet of the property, you will receive another notice that would provide more information about the project.

Please let me know if this answers your question or if you have any future questions regarding the applications.

Thank you,
Marcela

Marcela Mora-Yatko, AICP
Planning Consultant
GILBERT BLILIE PLLC
701 N. 44th Street | Phoenix, AZ 85008
Direct: 480.429.3044 | Main: 480.429.3000
Email: mmora-yatko@gilbertblilie.com

From: Zhaira Ortiz <zhairaortiz14@gmail.com>
Sent: Tuesday, November 5, 2024 1:03 PM
To: Marcela Mora-Yatko <mmora-yatko@gilbertblilie.com>
Subject: PLZU-24-0004

Good afternoon Marcela,

I hope this email finds you well. I was hoping to reach out to you to get further information regarding the case above. I received a letter in the mail indicating there will be a meeting held on November 13th. Unfortunately, we will not be able to attend this meeting but are very interested to know what will be discussed. If I understood correctly, it seems there will be construction in the neighboring land of our property, is that correct? If so, is the letter received a notice of the construction that will come? Or how will this construction affect me? Thank you in advance for your time in this matter, I hope to hear from you soon.

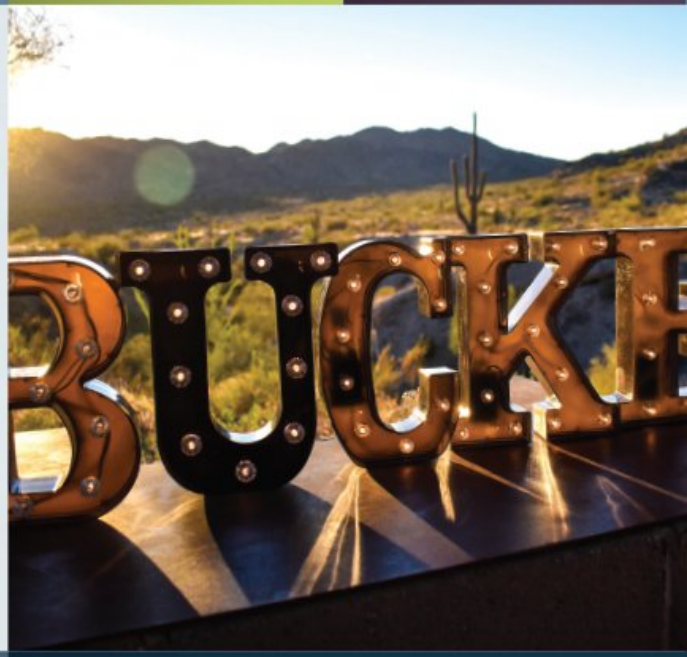
Best regards,

Zhaira Ortiz

SWC Verrado Way & Yuma Road
Minor General Plan Amendment & Planned Area Development

PLZU-24-0004 & PLZZ-24-0005

Mayor and City Council – April 15, 2025



BUCKEYE, AZ

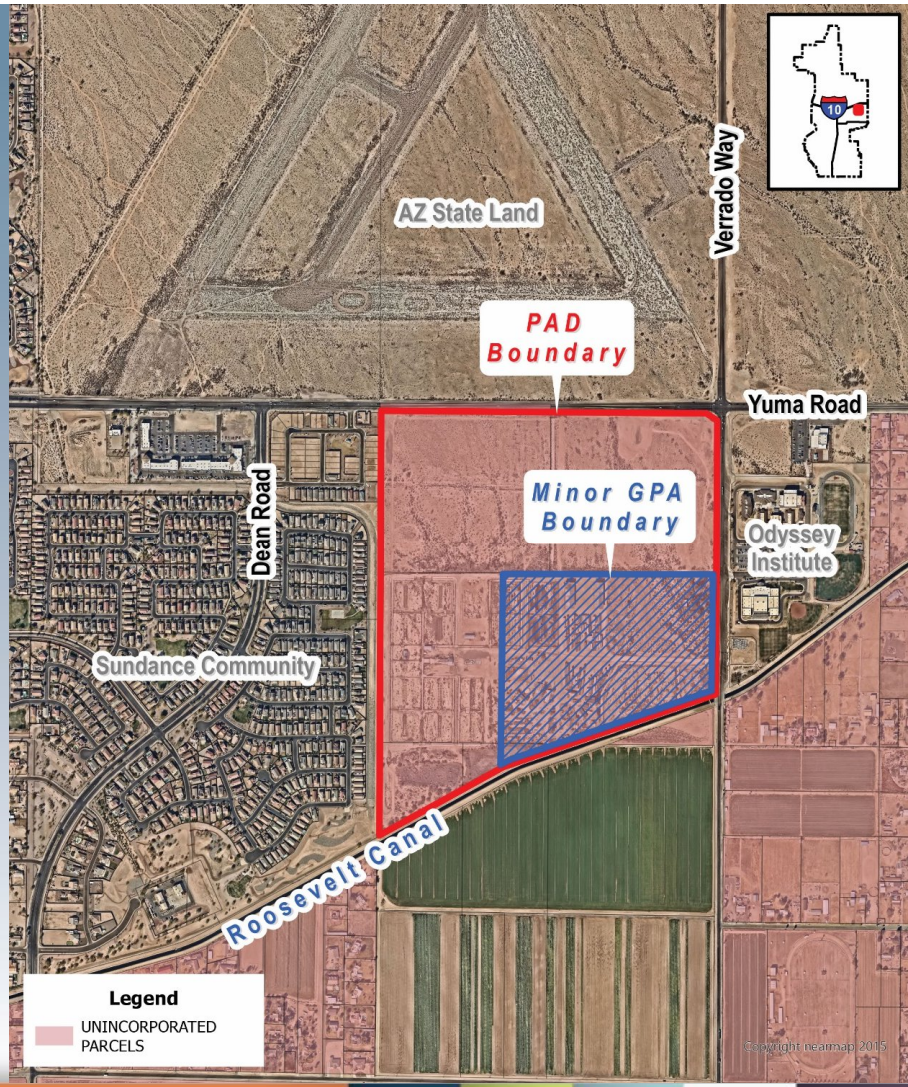
buckeyeaz.gov

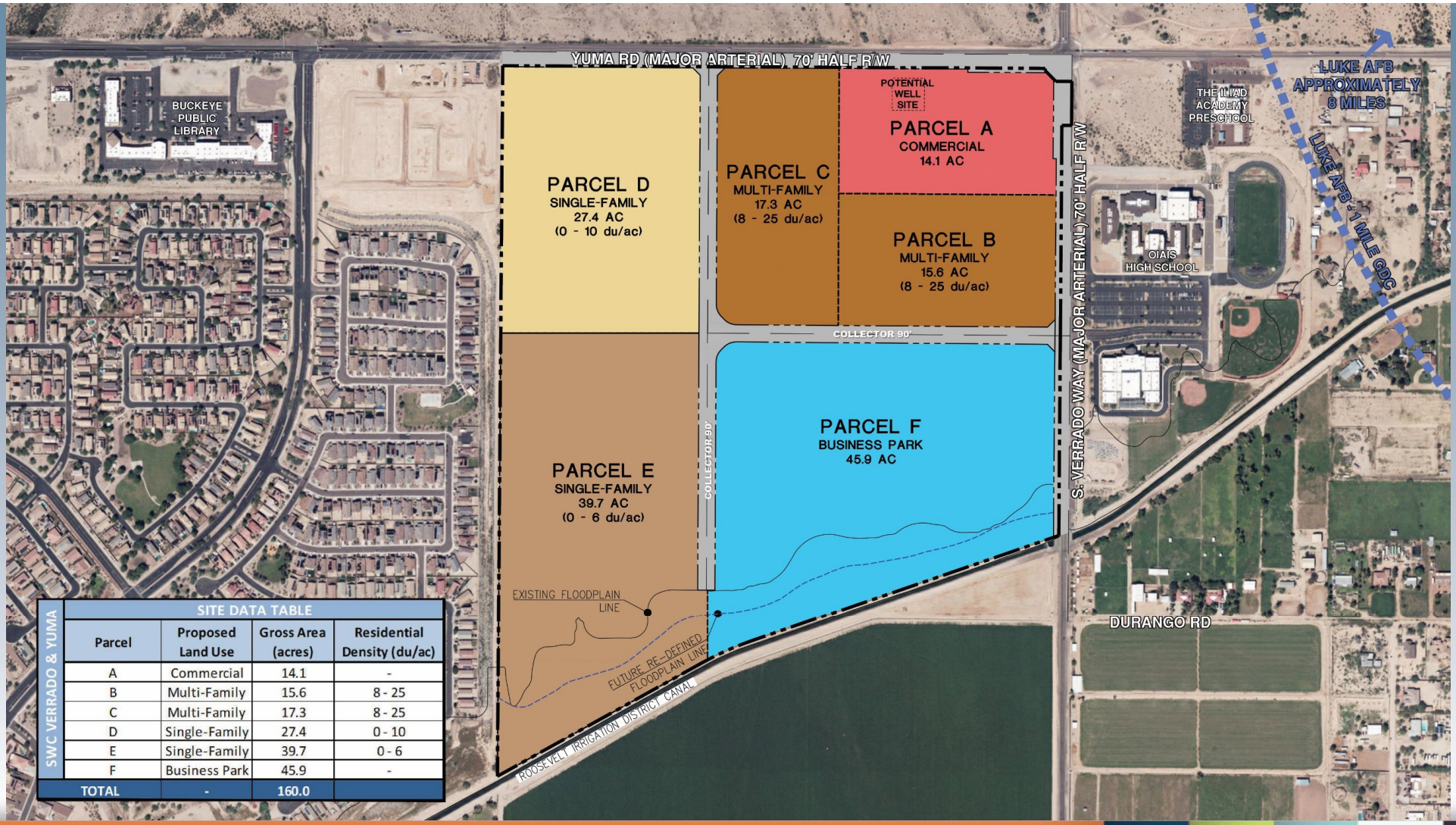
Project Overview

- PLZU-24-0004: Minor General Plan Amendment changing the land use designation from Neighborhood to Business Commerce; 45.9 acres in size
- PLZZ-24-0005: Rezone from Single-Family Residential 43 (R1-43) to Planned Area Development (PAD); 160 acres in size

Site Context

- Subject Property: Former dairy farm
- North: Vacant auxiliary field
- South: Agricultural land
- East: Odyssey Institute & future commercial
- West: Sundance community





SWC VERRADO & YUMA

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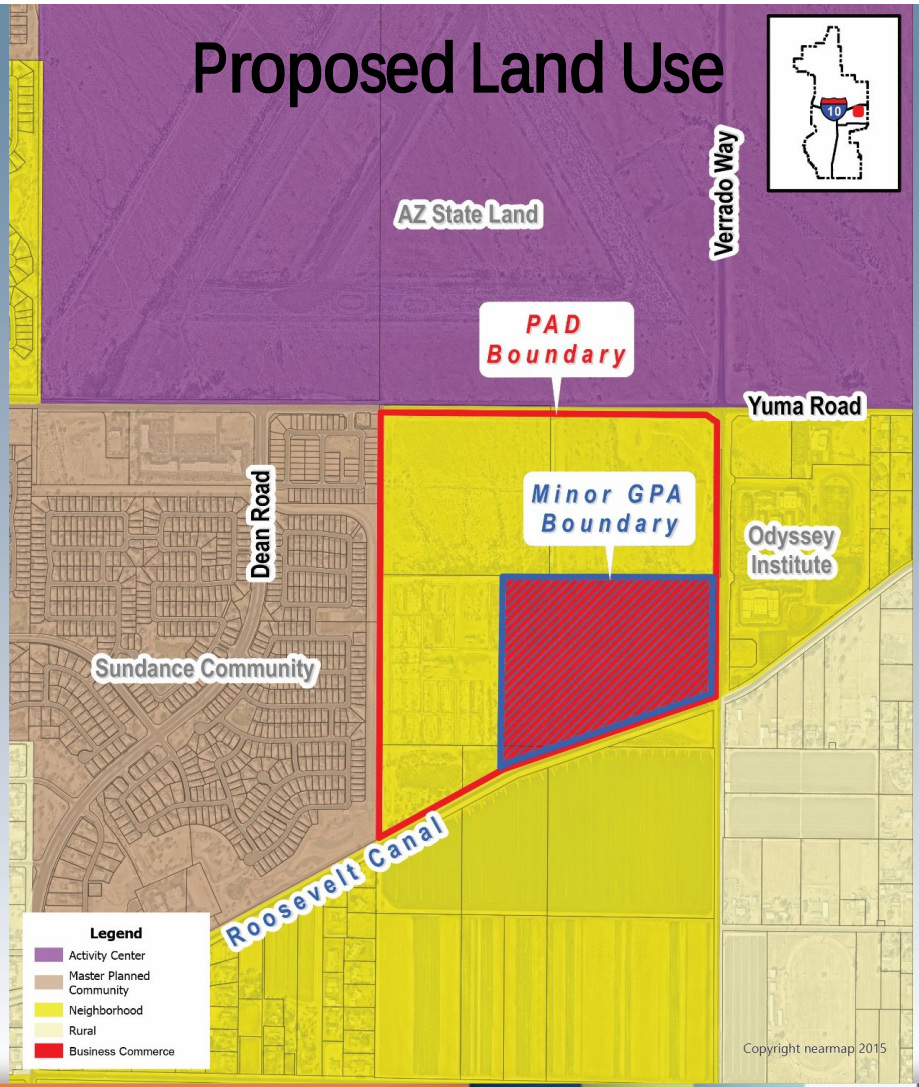
Existing Land Use
AZ State Land
Verrado Way
PAD Boundary
Yuma Road
Minor GPA Boundary
Dean Road
Odyssey Institute
Sundance Community
Roosevelt Canal
Legend
Activity Center
Master Planned Community
Neighborhood
Rural
Copyright nearmap 2015


Proposed Land Use
AZ State Land
Verrado Way
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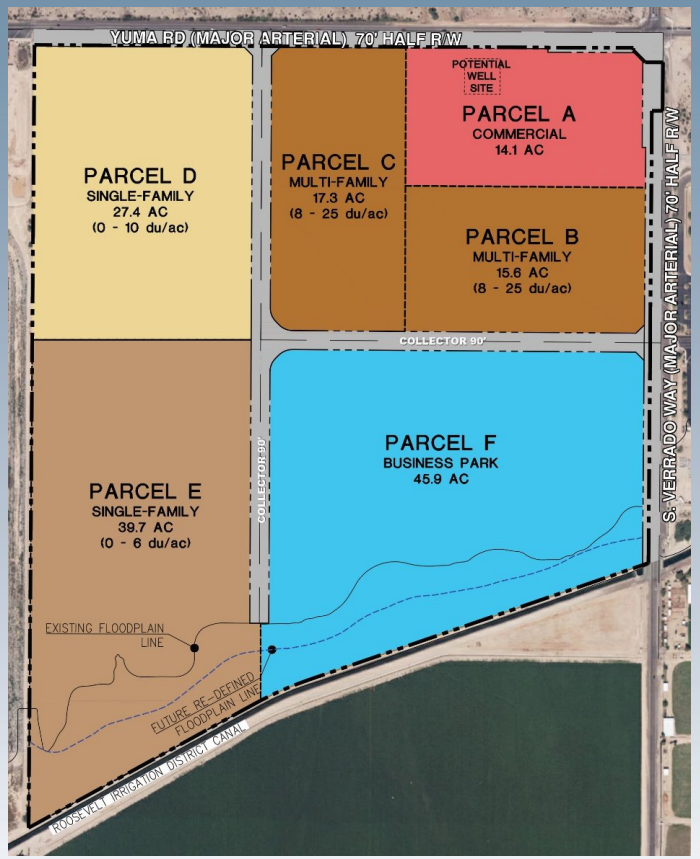
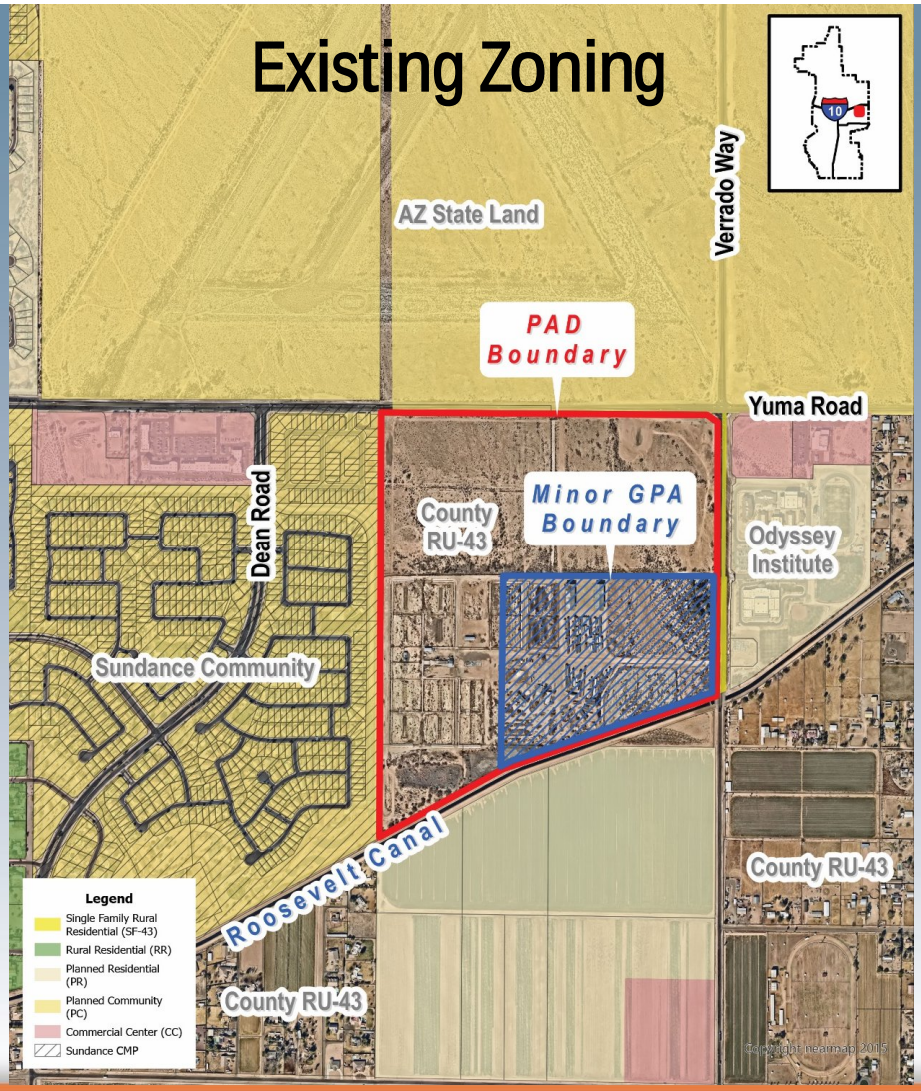
Minor GPA Boundary
Dean Road
Odyssey Institute
Sundance Community
Roosevelt Canal
Legend
Activity Center
Master Planned Community
Neighborhood
Rural
Business Commerce
Copyright nearmap 2015

Proposed Minor GPA

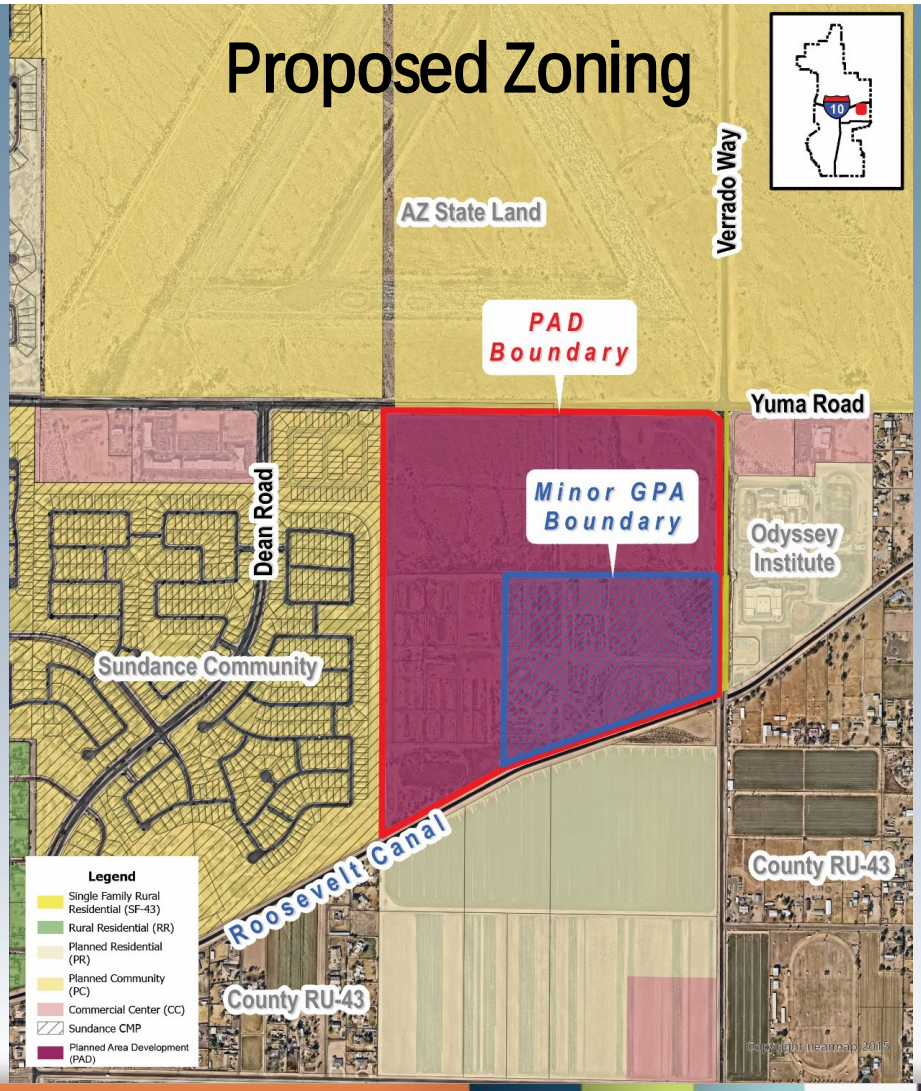
- Business Commerce:
  - Community and regional serving commercial development, professional offices, business parks
  - Access to major roads while encouraging walkability, connections to adjoining neighborhoods
  - No larger scale or heavier industrial
- Parcel F requires Minor GPA for compliance with General Plan



Existing Zoning



Proposed Zoning

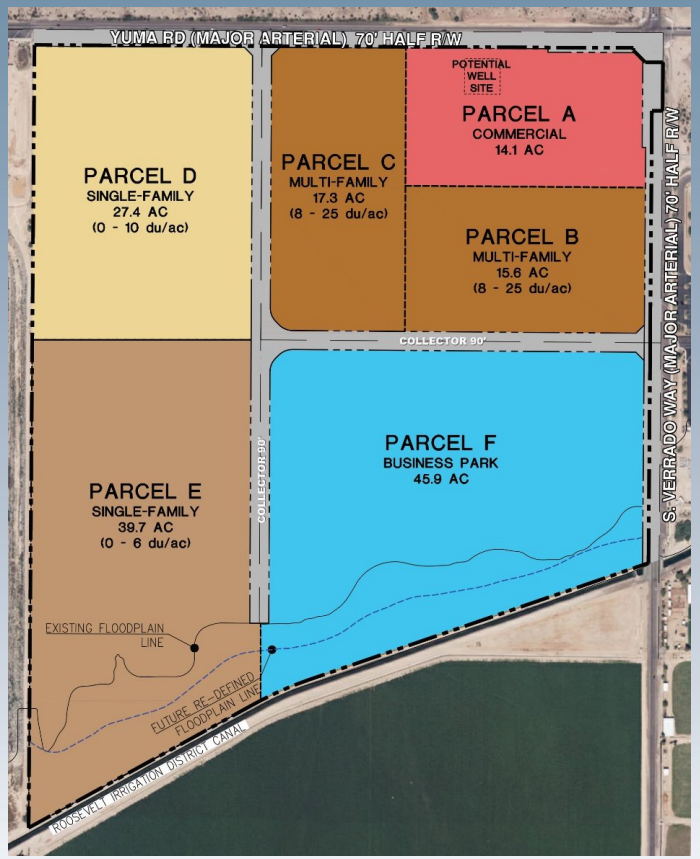


Proposed PAD

- Development units may vary up to 10% in size; otherwise, amendments shall follow minor vs. major amendment procedures in Development Code
- Uses and development standards are prescribed by each development unit (Parcel), using the City's existing zoning districts as a starting point with modified standards
- Future design reviews shall follow all Development Code standards and guidelines

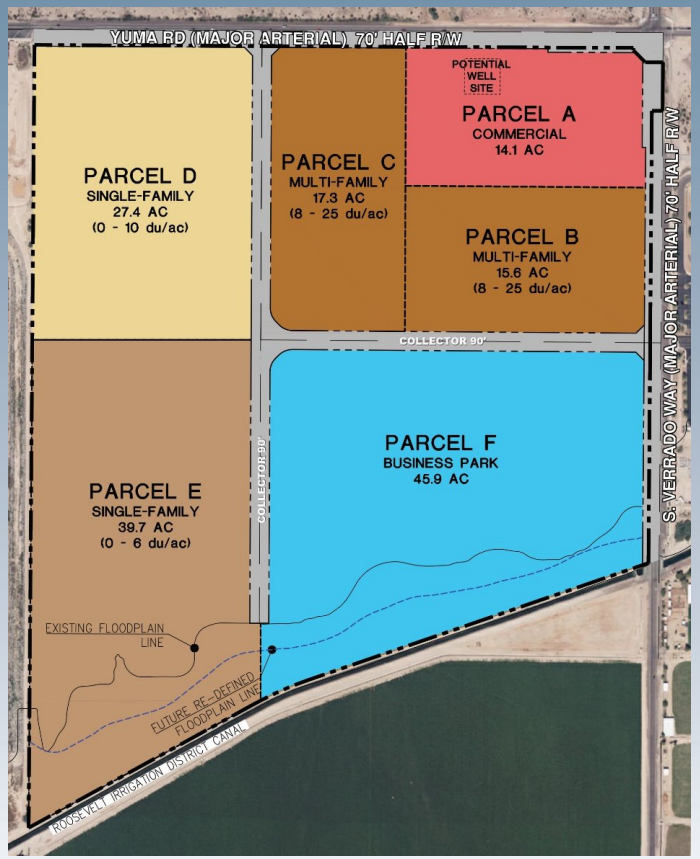
Permitted Uses

- Parcel A: C-1/C-2 permitted uses; no conditional uses
- Parcels B-C: MF-1 permitted and conditional uses
- Parcels D-E: R1-3/R1-1 permitted and conditional uses
  - Single-family attached and townhomes permitted



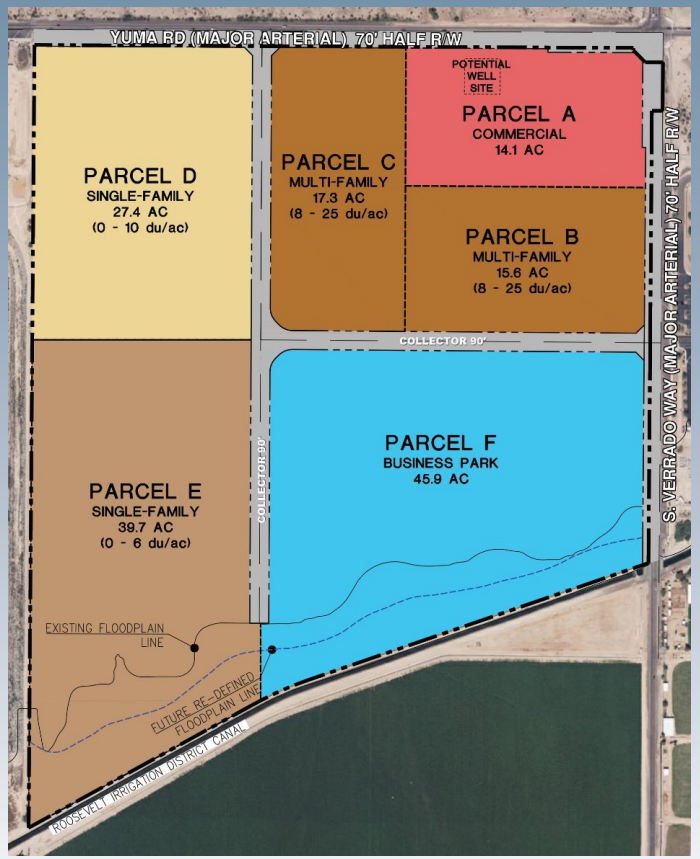
Permitted Uses (cont.)

- Parcel F: BP permitted and conditional uses, except:
  - Cross-dock warehousing is prohibited
  - Warehouse buildings limited to a maximum size of 150,000 square feet (up to 200,000 square feet possible only through an approved Conditional Use Permit)



Development Standards

- Parcel A: C-2 standards
- Parcels B-C: MF-2 standards*
- Parcel D:
  - Detached: R1-3 standards*
  - Attached: R1-1 standards*
- Parcel E: R1-3 standards*
- Parcel F: BP standards

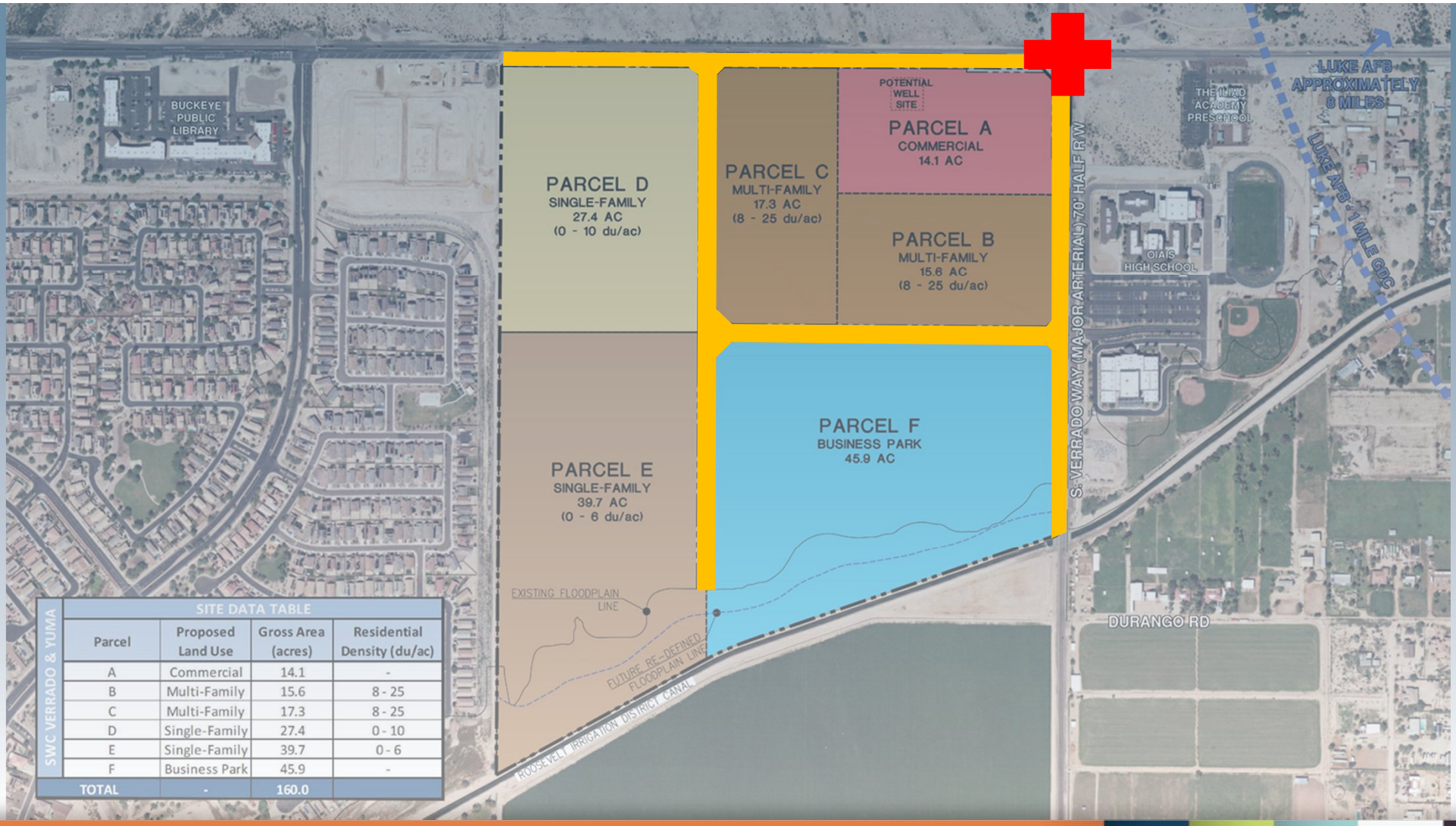


Public Participation

- Neighborhood meeting: November 13, 2024 at 6PM, held at Buckeye Library – Coyote Branch
- Legal Notice: March 7, 2025
- Site Posting: March 10, 2025
- Mailing Notice: March 7, 2025
- Planning & Zoning Commission recommended approval on Minor GPA and PAD (subject to conditions) on March 25, 2025
  - One neighbor spoke with questions during public hearing

Future Development & Infrastructure

- Submittal and approval of future Site Plans and subdivision plat applications required
- Phasing to be determined by market conditions; single-family residential likely to develop before commercial
- Developer to complete water, sewer, and transportation (half-street) infrastructure improvements, as determined by Site Plan or Preliminary Plat approvals



SWC VERRADO & YUMA

SITE DATA TABLE

Parcel	Proposed Land Use	Gross Area (acres)	Residential Density (du/ac)
A	Commercial	14.1	-
B	Multi-Family	15.6	8 - 25
C	Multi-Family	17.3	8 - 25
D	Single-Family	27.4	0 - 10
E	Single-Family	39.7	0 - 6
F	Business Park	45.9	-
TOTAL	-	160.0	

Emergency Services & Schools

- Property to be serviced by City Fire and Police
- Notice to Buckeye Union High School District (BUHSD) and Liberty Elementary School District (LESD) sent; adequate facilities exist or are planned to be constructed in time to accommodate projected number of students from project

Analysis

- ✓Furthers goals of the Buckeye General Plan, provided the Minor GPA case is approved
- ✓Conforms to the Buckeye Development Code and/or proposes alternate standards that will result in high quality development
- ✓No outstanding issues from reviewing departments

Recommendation

Case PLZU-24-0004: Minor GPA

- Conduct a public hearing and adopt Resolution No. 14-25

Case PLZZ-24-0005: Rezone to PAD

- Conduct a public hearing and adopt Ordinance No. 15-25, approving the PAD subject to conditions a) through aa)

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 15-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 160 ACRES LOCATED AT THE SOUTHWEST CORNER OF VERRADO WAY AND YUMA ROAD FROM SINGLE-FAMILY RESIDENTIAL 43 (R1-43) 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 160 acres of real property located at the southwest corner of Verrado Way and Yuma Road from Single-Family Residential 43 (R1-43) 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 March 25, 2025, 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 160 acres of real property, as legally described and depicted in Exhibit A attached hereto and incorporated herein by reference, (the “Property”) from Single-Family Residential 43 (R1-43) 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 SWC Verrado Way and Yuma Road Planned Area Development Narrative, a copy of which is on file in the office of the City Clerk; and in accordance with conditions (a) through (aa), as set forth in Exhibit B 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 15th day of April, 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 and Depiction of the Land
Exhibit B: Conditions of Approval

EXHIBIT A

Legal Description and Depiction of the Land

(Consisting of the following 4 page(s))

VAN LEEUWEEN
OVERAL BOUNDARY
LEGAL DESCRIPTION

A portion of land being situated within the east half of Section 13, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, marked by a found 3 inch Town of Buckeye brass cap, flush, from which the East quarter corner of said Section 13, 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, 125.00 feet on the easterly boundary of said east half to the **POINT OF BEGINNING;**

THENCE continuing on said easterly boundary, South 00°26'05" West, 204.86 feet;

THENCE leaving said easterly boundary, North 89°41'00" West, 45.00 feet to a line parallel with and 45.00 feet west of said easterly boundary;

THENCE on said parallel line, South 00°26'05" West, 1908.97 feet to the northerly boundary of Roosevelt Irrigation District Canal;

THENCE on said northerly boundary, South 70°59'56" West, 1512.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1482.40 feet;

THENCE 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, 3304.30 feet to the southerly boundary of Yuma Road as recorded in Quit Clam Deeds 2014-0225025, 2014-0225026, and 2014-0225027, Records of Maricopa County, Arizona;

THENCE on said southerly boundary the following 4 courses;

THENCE South 89°43'06" East, 2523.93 feet;

THENCE South 00°26'17" West, 10.00 feet;

THENCE South 44°38'24" East, 70.61 feet;

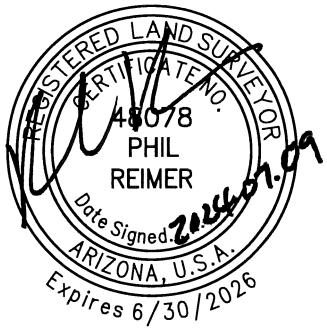
THENCE South 89°43'06" East, 75.01 feet to the **POINT OF BEGINNING**.

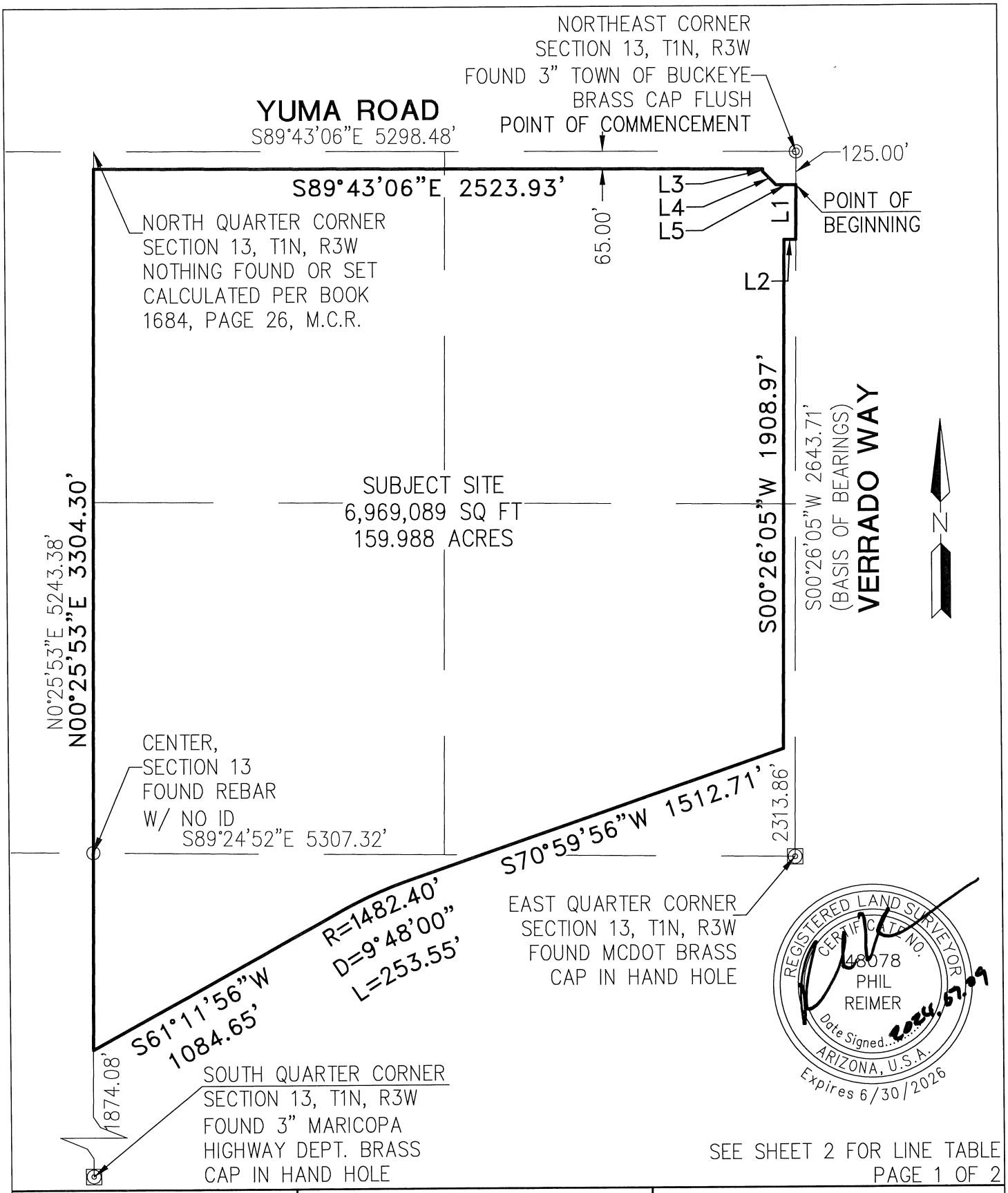
The above described parcel contains a computed area of 6,969,089 sq. ft. (159.988 acres) more or less.

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. 1419
Date: July 2024





SEE SHEET 2 FOR LINE TABLE

PROJ.NO.:	1419
DATE:	JULY 2024
SCALE:	NTS
DRAWN BY:	JK
CHECKED BY:	PR

VAN LEEUWEEN
VERRADO WAY & YUMA RD
BOUNDARY PARCEL

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2024, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°26'05"W	204.86'
L2	N89°41'00"W	45.00'
L3	S00°26'17"W	10.00'
L4	S44°38'24"E	70.61'
L5	S89°43'06"E	75.01'



PROJ.NO.: 1419	VAN LEEUWEEN VERRADO WAY & YUMA RD BOUNDARY PARCEL	HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2024		
SCALE: NTS		
DRAWN BY: JK	EXHIBIT	
CHECKED BY: PR		

©2024, HILGARTWILSON, LLC

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EXHIBIT B

(Conditions of Approval)

General

a) Development of the property shall be in general conformance with the document titled, "SWC Verrado Way and Yuma Road Planned Area Development," consisting of 43 pages, dated January 9, 2025, and stamp received January 9, 2025, except as modified by the following conditions of approval.

b) Portions of this project are subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06. This will include a legal and exhibit of the ownership parcel.

c) This project is subject to Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. This shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division. This will include a gross boundary legal and exhibit of the ownership parcels of the project.

d) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

e) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.

f) All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye Standards.

Project Specific

g) Development construction documents shall comply with the City of Buckeye adopted Engineering Design Standards at the time of 1st submittal for final construction documents.

h) Additional Engineering comments regarding grading, drainage, streets, water and wastewater may be provided during subsequent project submittals.

i) The City has reviewed the plan and rezone for concept only. The site is subject to modifications once City comments are provided at site plan submittal. Project shall comply with City of Buckeye Engineering Standards and requirements.

j) Terms and Conditions of the Development Agreement (Shadow Canyon – Forestar Property and SIHI Property) DATED October 17, 2023 BETWEEN the CITY OF BUCKEYE, an Arizona municipal corporation, AND SUNBELT LAND HOLDINGS L.P., a Delaware limited partnership shall still apply.

Drainage

k) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

Transportation/Traffic

l) Prior to approval of any site plan or pre-plat, a Master Traffic Impact Analysis (TIA) is required to be submitted and approved. All requirements of the Traffic Impact Analysis

shall be reflected on the approved construction drawings. Each phase/parcel will be required to submit a TIA or Traffic impact statement (TIS) with a site plan or pre-plat of that specific use.

m) 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.

n) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

o) 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.

p) All medians required for controlling restricted (such as right-in/right-out or ¾) site access shall be constructed with this development.

q) 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 City must show the actions taken and/or required are reasonably limited to those necessary to address the threat to public safety. 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.

r) Driveway spacing and storage requirements shall be per Table 1 of the COB Engineering Design Standards (EDS) Section 6-3.

s) All major intersections will require right turn slip lanes and dual left turn lanes per City Detail 63300.

t) On major local or local streets with a running length longer than 1200', traffic mitigation must be shown on the plat. Traffic mitigation can include elements such as chicanes and footballs and must be implemented with initial design. These traffic mitigation strategies may require no parking signs in areas where the traffic mitigation elements make on street parking unsafe or unfeasible. This will be determined at pre-plat submittal.

u) 4 legged intersections will require 2 way stop signs at a minimum and all way stops at major intersections to be determined at pre-plat submittal.

v) 3 legged intersections that have higher traffic volumes and non-typical traffic patterns are required to have a minimum of a 2 way stop to be determined at pre-plat submittal.

w) The Property Owner/Developer shall be responsible for the dedication and construction of all half-street right-of-way and improvements, at no cost to the City, for Yuma Road and Verrado Way, based on City of Buckeye standards. Half-street improvements shall be completed based on the following order of development:

- If Parcel C or D is developed First:
  - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
  - The full street improvements for the North/South collector road, from Yuma Road to and including the 3-way intersection will be required.
  - Fire access lane improvements of the East/West collector road will be allowed from the North/South intersection to Verrado Way.
  - Full street improvements for the East/West collector road will be required with the 2nd parcel that comes in.
  - The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.
- If Parcel B or F is developed First:
  - The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
  - The full street improvements for the East/West collector road, from Verrado Way to and including the 3-way intersection will be required.
  - Fire access lane improvements of the North/South collector road will be allowed from the East/West intersection to Yuma Road.
  - Full street improvements of the North/South collector road will be required with the 2nd parcel that comes in.
  - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required with the 2nd parcel that comes in.
- If Parcel E is developed First:
  - The half street improvements for Yuma Road, from the Western parcel boundary to the CIP intersection improvements will be required.
  - The half street improvements for Verrado Way, from the Southern parcel boundary to the CIP intersection improvements will be required.
  - The full street improvements for the North/South collector road and the East/West collector road will be required.
- If Parcel A is developed First:
  - Additional discussions will be needed due to the CIP project extents.

x) The Property Owner/Developer shall submit a Map of Dedication (MOD) or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

y) It has been determined that a portion of the required improvements may not be constructed as part of this Development. The Developer shall be responsible to design all of the required improvements, including landscaped medians and/or gateway signage in accordance with the Buckeye Arterial Gateway Guide, if applicable, and then coordinate with the City to define the portion of improvements that will not be constructed as part of the development. A fee-in-lieu agreement will need to be completed to cover the omitted improvements, and the Property Owner/Developer will be required to provide

payment to the City to cover the costs prior to Certificate of Occupancy being issued by the City.

- Potential areas that a fee-in-lieu may apply are the following:
  - Intersection improvements at Yuma Road and Verrado Way.
  - Half street improvements along Yuma Road related to the intersection improvements at Yuma Road and Verrado Way.
  - Half street improvements along Verrado Way related to the intersection improvements at Yuma Road and Verrado Way.
  - Roosevelt Irrigation District Canal bridge widening.
  - As the project progresses through the development process, additional improvements may be subject to fee in lieu as determined by the City.

Water/Wastewater

z) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

aa) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the existing property requires a Certificate of Assured Water Supply based upon Arizona State Law Subdivision requirement. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said Plat, if the Certificate is required as determined by Property Owner/Developer due diligence. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.