



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
MARCH 5, 2024
AGENDA**

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

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

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

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.**
- 3. Awards/Presentations/Proclamations**
- 3.A [American Public Works Association \(APWA\) Region VII Director David Fabiano to present the City of Buckeye's Development Services, Engineering, Public Works, and Water Resources Departments with an APWA Accreditation Award.](#)**
Summary: The City of Buckeye's Development Services, Engineering, Public Works and Water Resources departments have received their first accreditation! This accreditation signifies full compliance with recommended management practices set forth in APWA's Management Practices Manual. The accreditation signifies excellence in the operation, management, programs, and employees of these departments. Accreditation is designed to assist in continuous improvement of operations and management, and provide a valid and objective evaluation of

programs as a service to the public and the professions. Congratulations to all on this great achievement. The City of Buckeye is the 6th agency in the State of Arizona to receive accreditation and the 195th organization throughout North America. The City joins only six other agencies to have multiple departments accredited through this program.

3.B Council to Swear In Police Chief Robert (Bob) Sanders.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

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

***4.A** Council to take action on Ordinance No. 04-24 amending the Buckeye City Code by amending Chapter 3, Section 3-2-3, City Engineer; providing for repeal of conflicting ordinances; and providing for severability.

Summary: Ordinance No. 04-24 amends City Code Section 3-2-3, City Engineer, by adding new Paragraph C, as follows: "The City Manager may designate any qualified individual to perform any or all of the powers and duties set forth in this section 3-2-3, which shall be in writing with specific reference to the individual's name and position or title." This update aligns with our 2024-2027 Council strategic plan for economic growth guiding principle #1: Ensure development services are continually streamlined, efficient, customer focused and responsive to support new growth, local economic development, and the long-term success of existing local businesses. The duties of the City Engineer are linked to practices in multiple departments. In order to facilitate decision making that addresses internal operational functions and support of development processes, several employees need to be equipped as part of their regular duties with the authority to act in the partial or complete role of City Engineer, as assigned by the City Manager. The proposed language will provide efficiency in the support of assignment of those duties. Staff Liaison: Javier Setovich, Deputy City Manager, jsetovich@buckeyeaz.gov, (623) 349-6997

***4.B** Council to take action on Resolution No. 12-24 approving a Shopping Center Retail Shop Lease between the City of Buckeye and Matthew J. Garrett, DDS, PC, for certain premises at the Sundance Crossings Center, and authorizing the City Manager to execute and deliver the Lease on behalf of the City of Buckeye.

Summary: Matthew J. Garrett, DDS, PC, dba Mountain Shadows Family Dental is leasing the retail premises situated at Sundance Crossings Shopping Center. Mountain Shadows Family Dental's current lease expires March 31, 2024. Subject to Mayor and Council approval, Mountain Shadows Family Dental desires to enter into a 9-month lease for the premises. Mountain Shadows Family Dental's current lease rate is \$16 per square foot, and Staff is proposing a rate of \$16.80 per square foot, which is below market trend. In anticipation of completing the City's Facilities Master Plan, Mountain Shadows Family Dental is aware that the City will likely place staff at this location in the future, and, therefore, it is recommended that there be no option to renew. Because it is unlikely that the parties will enter into a new lease beyond the proposed 9-month term, the rate of \$16.80 per square foot is reasonable under the circumstances. Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217

***4.C** Council to take action on the Professional Services Agreement (Contract No. 2024156) between the City of Buckeye, an Arizona municipal corporation, and NAF Water Filtration LLC, dba

Sanborn Technologies, for removal and replacement of a decanter centrifuge; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

Summary: The purchase of a new dewatering centrifuge from North American Filtration is part of the Tartesso Reclamation Facility (WRF) phase II improvements. Replacement of this aging equipment is necessary to continue wastewater treatment services in the Tartesso service area. The total amount to be paid under this Professional Services Agreement shall not exceed \$393,392.

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

- *4.D** Council to take action on the Agreement between the Department of the Army and City of Buckeye for Design and Construction Assistance for the Buckeye Central Water Reclamation Facility Improvements Project Buckeye, Arizona; and authorizing the City Manager to execute and deliver the Agreement on behalf of the City of Buckeye.

Summary: On June 20, 2023, Council approved Resolution No. 62-23 authorizing the City Manager to execute and deliver a Project Partnership Agreement between the United States Army, Corps of Engineers (USACE) and the City in connection with financial assistance for the Central Water Reclamation Facility System Improvements. However, the Agreement was not executed thereafter, for the reason that the parties identified the need to adjust certain terms, primarily the project scope of work and total cost. The new project total cost is not to exceed \$3,000,000. Previously, the project total cost was not to exceed \$2,250,000. Finally, the project reimbursement allocation percentages between the parties remain the same, as reflected in Resolution No. 62-23. The percentages are as follows: USACE - 75 percent (Not to Exceed \$2,250,000); City of Buckeye 25 percent (Not to Exceed \$750,000).

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

- *4.E** Council to take action on the First Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline between the City of Buckeye (COB), City of Goodyear (COG), and Arizona Public Service Company (APS) in its capacity as co-owner and operating agent for Palo Verde Generating Station (PVGS); and authorize the City Manager to execute said Amendment on behalf of the City of Buckeye.

Summary: Staff is requesting Council approval to fund and move forward with the design and construction of the infrastructure required for the City of Buckeye and the City of Goodyear to deliver their brine waste stream directly to the Palo Verde Generating Station.

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

- *4.F** Council to take action to approve the submission of a \$20,000 WaterSMART Water and Energy Efficiency - Bureau of Reclamation grant application for the creation of a new toilet replacement rebate program for commercial and residential customers.

Summary: The Buckeye Water Resources Department seeks to expand water conservation efforts through incentivizing the replacement of old and high-gallon usage toilets with water-conserving toilets by way of a \$100 rebate per toilet replaced, three toilets maximum for residential and ten toilets maximum for commercial. The funding would support the replacement of 200 toilets within the City. The rebate will not cover installation costs, only the purchase of the new high-efficiency toilets. The grant funds this effort for two years.

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

- *4.G** Council to take action to approve the submission of a \$498,000 WaterSMART Water and Energy Efficiency - Bureau of Reclamation grant application for the replacement of old and inefficient

[water meters for commercial and residential customers.](#)

Summary: The Buckeye Water Resources Department seeks to expand water conservation efforts through the replacement of old and inefficient water meters with new smart water meters that provide accurate water delivery readings. Smart meters provide real-time water usage for customers and use wireless communication to transmit data which is analyzed and used for billing, leak detection, and conservation initiatives. Water meters of 30 or more years old will be targeted for replacement as they are more inaccurate in their readings. The grant funds this effort for two years and supports the replacement of 1,200 old and inefficient water meters.

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

- *4.H** [Council to take action on Construction Contract No. 2024113 between the City of Buckeye, an Arizona municipal corporation, and Hauser Engineering Group, LLC., an Arizona limited liability company, for an Arizona Department of Transportation grant \(Grant Number E3S4A 01C\) and City of Buckeye funded construction project to perform Security Improvements to the Buckeye Municipal Airport in the award amount of \\$776,438.12; and authorize the City Manager to execute said Contract on behalf of the City of Buckeye.](#)

Summary: In September 2022, under Resolution No. 96-22, a grant for \$400,000 from Arizona Department of Transportation (ADOT) was approved to design and construct security improvements to the gates that separate the Airside from the Landside of the Airport. While under design, it was found that the grant was not sufficient to fund the needed improvements.

Subsequently, a ten percent increase was approved by Council in July 2023 and Council approved additional funding in the normal budget process for Fiscal Year 2023-2024 of \$400,000, bringing the total funding availability of \$840,000. The final design was completed in the Fall of 2023 and the project was bid in January 2024. The scope of work includes providing motorized gates at all Airside entries, including four Airplane/vehicular gates and four Pedestrian gates. The scope also includes funding for the Information Technology Department to provide card access at all of the above gates. Finally, the scope of work provides upgraded wrought iron fencing at the main entrance to the Airport along Palo Verde Road.

Staff Liaison: Scott Lowe, Aviation Asset Director, slowe@buckeyeaz.gov, (623) 349-6815

- *4.I** [Council to take action on the February 6, 2024 Regular Council Meeting Minutes.](#)

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

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

5. Public Hearings / Non-Consent - New Business

- 5.A** [Council to hold a public hearing and take action on Resolution No. 09-24 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 158.28 acres located at the southwest corner of Yuma Road and Johnson Road from Neighborhood and Business Commerce to Employment.](#)

Summary: In anticipation of constructing an Interstate motor freight terminal, Kyle Hoyt of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Neighborhood and Business Commerce to Employment.

Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

- 5.B** Council to hold a public hearing and take action on Ordinance No. 03-24 amending the Zoning Map of the City of Buckeye on approximately 158.28 acres, located at the southwest corner of Yuma Road and Johnson Road, from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).

Summary: Kyle Hoyt, of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a rezone changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).

Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

- 5.C** Council to hold a public hearing and take action on Ordinance No. 05-24 amending the Zoning Map of the City of Buckeye on approximately 57.5 acres, located at the northwest corner of Rainbow Road and Broadway Road, from Rural Residential (RR) to Community Mixed Use (CMU).

Summary: Holly Reading, Tiffany & Bosco PA, on behalf of SCI Arizona Funeral Services, LLC, and the property owner Broadway 220 LLC, is requesting approval of a rezone of approximately 57.5 acres located at the northwest corner of Rainbow Road and Broadway Road. The applicant is requesting to rezone the property from Rural Residential (RR) to Community Mixed Use (CMU) to facilitate future commercial development and a potential new private cemetery with a funeral home and maintenance yard.

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

- 5.D** Council to hold a public hearing and take action on Ordinance No. 06-24 approving an Amendment to the Copper Falls Community Master Plan as described in Case Number PLZZ-22-00025; approving the Second Amended Development Agreement between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., concerning the development of the northernmost approximately 72.3 acres of the Copper Falls Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

Summary: William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting approval of Application PLZZ-22-00025, a request involving two components, 1) Major Amendment to the Community Master Plan (CMP), revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP. The property subject to these approvals is approximately 72.3 acres located at the southwest corner of Miller Road and Broadway Road. The proposal does not modify any use, standard, or requirement for the southern 203.7 acres within the approved CMP. Approval of the proposed amendment will increase the diversity of housing options available in the Miller Road corridor while incorporating standards to minimize impacts on existing residents within the area. Furthermore, the future residents of this development will increase the demand for retail, restaurant, and other commercial services in the area, benefitting all who live and work in vicinity to the property.

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

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 and 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: 03/05/24	AGENDA ITEM: 3.A. American Public Works Association (APWA) Accreditation Presentation
DATE PREPARED: 02/28/24	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
American Public Works Association (APWA) Region VII Director David Fabiano to present the City of Buckeye's Development Services, Engineering, Public Works, and Water Resources Departments with an APWA Accreditation Award.

SUMMARY

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: 03/05/24	AGENDA ITEM: 4.A. CM - City Engineer Code 3-2-3
DATE PREPARED: 02/28/24	DISTRICT NO.:
STAFF LIAISON: Javier Setovich, Deputy City Manager, jsetovich@buckeyeaz.gov, (623) 349-6997	
DEPARTMENT: City Manager	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Ordinance No. 04-24 amending the Buckeye City Code by amending Chapter 3, Section 3-2-3, City Engineer; providing for repeal of conflicting ordinances; and providing for severability.

SUMMARY

PROJECT DESCRIPTION:

Ordinance No. 04-24 amends City Code Section 3-2-3, City Engineer, by adding new Paragraph C, as follows: "The city manager may designate any qualified individual to perform any or all of the powers and duties set forth in this section 3-2-3, which shall be in writing with specific reference to the individual's name and position or title." This update aligns with our 2024-2027 Council strategic plan for economic growth guiding principle #1: Ensure development services are continually streamlined, efficient, customer focused and responsive to support new growth, local economic development, and the long-term success of existing local businesses.

The duties of the City Engineer are linked to practices in multiple departments. In order to facilitate decision making that addresses internal operational functions and support of development processes, several employees need to be equipped as part of their regular duties with the authority to act in the partial or complete role of City Engineer, as assigned by the City Manager. The proposed language will provide efficiency in the support of assignment of those duties.

BENEFITS:

Updating city code, Section 3-2-3, City Engineer, will allow staff to move forward with important decision making in a timely manner.

FUTURE ACTION:

N/A

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

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

ATTACHMENTS:

[2024-0226 - Ordinance 04-24 City Code Chapter 3 Sec 3-2-3 CLEAN VERSION for Mayor signature.docx](#)

[2024-0226 - Ordinance 04-24 City Code Chapter 3 Sec 3-2-3.docx](#)

ORDINANCE NO. 04-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE BUCKEYE CITY CODE BY AMENDING CHAPTER 3, SECTION 3-2-3, CITY ENGINEER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Buckeye city code (“City Code”) Section 3-2-1 provides that that the City Manager may recommend to the Council adoption of such measures which he may deem necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services; and

WHEREAS, the Mayor and Council of the City of Buckeye, Arizona (the “City Council”) deem it appropriate to authorize the City Manager to delegate duties of the City Engineer to qualified individuals, to assist in the performance of said duties.

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

Section 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. The Buckeye city code is hereby amended by amending Chapter 3, Section 3-2-3 City Engineer, as follows:

Section 3-2-3 City Engineer

- A. Office Created. The office of city engineer is hereby created and established.
- B. Powers and Duties. The city engineer shall have those powers and duties set forth by state law as well as city ordinance, resolution, order or directive. The city engineer shall have other duties as the council or city manager may deem necessary.
- C. The city manager may designate any qualified individual to perform any or all of the powers and duties set forth in this section 3-2-3, which shall be in writing with specific reference to the individual’s name and position or title.

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of March, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

ORDINANCE NO. 04-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE BUCKEYE CITY CODE BY AMENDING CHAPTER 3, SECTION 3-2-3, CITY ENGINEER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Buckeye city code (“City Code”) Section 3-2-1 provides that that the City Manager may recommend to the Council adoption of such measures which he may deem necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services; and

WHEREAS, the Mayor and Council of the City of Buckeye, Arizona (the “City Council”) deem it appropriate to authorize the City Manager to delegate duties of the City Engineer to qualified individuals, to assist in the performance of said duties.

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

Section 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. The Buckeye city code is hereby amended by amending Chapter 3, Section 3-2-3 City Engineer, as follows with additions in all capital letters:

Section 3-2-3 City Engineer

- A. Office Created. The office of city engineer is hereby created and established.
- B. Powers and Duties. The city engineer shall have those powers and duties set forth by state law as well as city ordinance, resolution, order or directive. The city engineer shall have other duties as the council or city manager may deem necessary.
- C. THE CITY MANAGER MAY DESIGNATE ANY QUALIFIED INDIVIDUAL TO PERFORM ANY OR ALL OF THE POWERS AND DUTIES SET FORTH IN THIS SECTION 3-2-3, WHICH SHALL BE IN WRITING WITH SPECIFIC REFERENCE TO THE INDIVIDUAL’S NAME AND POSITION OR TITLE.

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of March, 2024.

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: 03/05/24	AGENDA ITEM: 4.B. ENG - Resolution No. 12-24 Sundance Crossings Shopping Center Retail Shop 9-Month Lease - Matthew J. Garrett, DDS, PC
DATE PREPARED: 02/28/24	DISTRICT NO.: 3
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217	
DEPARTMENT: Engineering	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 Resolution No. 12-24 approving a Shopping Center Retail Shop Lease between the City of Buckeye and Matthew J. Garrett, DDS, PC, for certain premises at the Sundance Crossings Center, and authorizing the City Manager to execute and deliver the Lease on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

On May 3, 2013, the City of Buckeye purchased the Sundance Crossing Shopping Center at Yuma Road and Dean Road. The Center is approximately 66,000 SF and has two commercial tenants leasing space. Public Works staff is working towards creating a Facilities Master Plan, which will identify future and potential uses of City facilities, including the Sundance Crossing Shopping Center. Mountain Shadows Family Dental is leasing the retail premises situated at Sundance Crossings Shopping Center, 21765 W Yuma Road Suite #101 and 102, comprised of 2,229 square feet. Mountain Shadows Family Dental current lease expires March 31, 2024. Subject to Mayor and Council approval, Mountain Shadows Family Dental desires to enter into a 9-month lease for the premises. Mountain Shadows Family Dental current lease rate is \$16/s.f., and staff is proposing a rate of \$16.80/s.f., which is below market trend. In anticipation of completing the City's Facilities Master Plan, Mountain Shadows Family Dental is aware that the City likely will place staff at this location in the future, and, therefore, it is recommended that there be no option to renew the proposed lease. In anticipation of completing City's Offices, Dr. Garrett has obtained another location and will need additional time until improvements are completed at his new location therefore is requesting to enter into a new lease for a period of nine months. Because it is unlikely that the parties will enter into a new lease beyond the proposed 9-month term, the rate of \$16.80/s.f. is reasonable under the circumstances.

BENEFITS:

The lease agreement with Mountain Shadows Family Dental will facilitate services to the local community and will provide payment for use of the facility for the next nine (9) months.

FUTURE ACTION:

N/A

FINANCIAL IMPACT STATEMENT:

Tenant's payment for the 9-month Lease will increase by \$0.80/s.f., from April through December, 2024.

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:

No

FISCAL YEAR:

2024

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

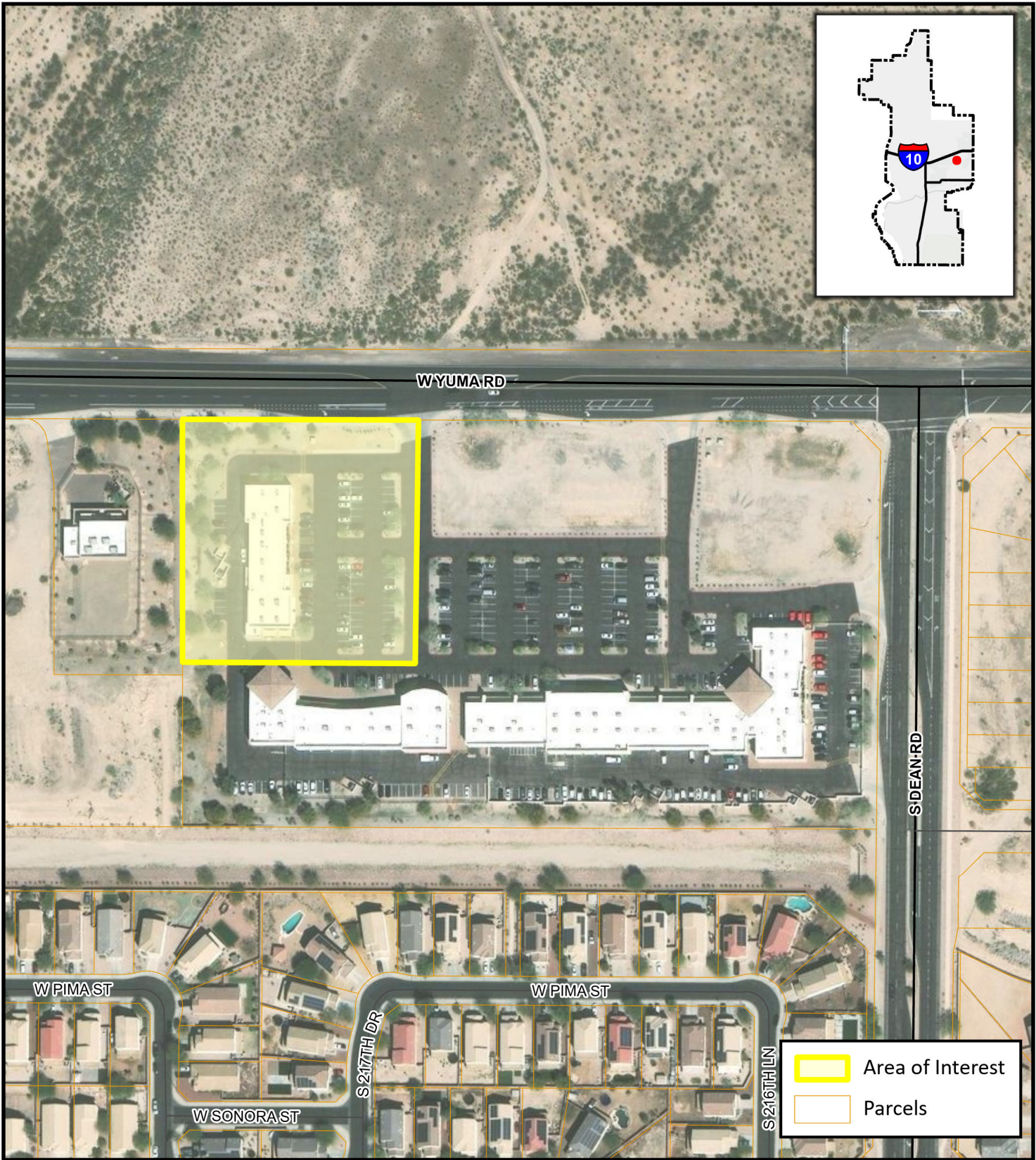
ATTACHMENTS:

[SundanceCrossings_8x10.pdf](#)

[!9 month Memorandum of Lease Matthew J. Garrett Dentist 01_12_2024 \(002\)2.pdf](#)

[Resolution_12-24_Garrett_Dentist_Lease_02.23.2024.docx](#)

[24-0221-9 mo lease Dr Matt Garrett wattach V2\(JAT\) \(002\).pdf](#)



Sundance Crossings Suite 101 & 102

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.

0 100 200 400 Feet



When Recorded Return To:

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

MEMORANDUM OF LEASE

(Exempt from affidavit of value and transfer fee requirements,
pursuant to A.R.S. Section 11-1134(A)(2))

THIS MEMORANDUM OF LEASE is entered into effective April 1, 2024, by and between the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("**City**"), as landlord, and MATTHEW J. GARRETT, DDS, PC, an Arizona professional corporation, d/b/a Mountain Shadows Family Dental ("**Tenant**"), for the purposes of recording that the City and Tenant have executed a Shopping Center Retail Shop Lease dated April 1, 2024 (the "**Lease**"), an executed copy of which is in the possession of each party and to provide notice pursuant to Arizona Revised Statutes ("**A.R.S.**") that the Lease is a government property improvement lease and certain terms thereof as set forth below. The Premises described below are leased from Lessor to Lessee pursuant to the Lease, but this Memorandum of Lease is not intended to, and shall not, modify, amend, supersede or otherwise affect the terms and provisions of said Lease. Capitalized terms used in this Memorandum of Lease which are not defined herein shall have the meanings ascribed to them in the Lease.

1. Name of Document: Shopping Center Retail Shop Lease. The Lease meets the conditions provided in A.R.S. Section 42-6203(A) and is subject to payment of the GPLET tax at the rates set forth in A.R.S. Section 42-6203.
2. Name of Landlord: CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation.
3. Name of Tenant: MATTHEW J, GARRETT, DDS, PC., an Arizona professional corporation.
4. Address of Landlord: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Dan Cotterman, City Manager
5. Address of Tenant: MATTHEW J, GARRETT, DDS, PC
21765 West Yuma Road Suite 101 and 102A
Buckeye, Arizona 85326

6. Date of Lease: April 1, 2024
("Effective Date")
7. Government
Property
Lease Excise Tax: In accordance with A.R.S. Section 42-6206:
(1) notice is hereby given to Tenant of its government lease excise tax liability pursuant to A.R.S. Sections 42-6201, et seq.; and (2) failure by Tenant, after notice and an opportunity to cure, to pay the tax imposed by A.R.S. Sections 42-6201, et seq. is an event of default that could result in divesting Tenant of any interest in or right of occupancy of the government property improvements that are the subject of the Lease.
8. Term: Nine months, commencing on April 1, 2024, and ending at midnight on December 31, 2024, unless this Lease is sooner terminated as provided therein. No option to renew.
9. Premises: Suite 101 and 102A, Sundance Crossings, located at the Southwest corner of Dean and Yuma Roads, Buckeye, Maricopa County, Arizona 85326.
10. Rent: Tenant shall pay to Landlord rents and other amounts, as more particularly set forth in the Lease.
11. Incorporation: All of the covenants, conditions, defined terms and provisions of the Lease are, by this reference to the Lease, incorporated herein and made a part hereof, the same as though expressly set forth herein. If a conflict arises between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall prevail.

A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

LANDLORD:

CITY OF BUCKEYE, ARIZONA, an
Arizona municipal corporation

Dan Cotterman, City Manager

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing was acknowledged before me this _____ day of _____, 2024, by
the of the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation, on behalf of the
City.

Notary Public

My commission expires: _____

TENANT:

Matthew Garrett



Matthew J. Garrett, DDS, PC

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of February, 2024 by Matthew J. Garrett, DDS, PC

Kaitlyn Reeves



Notary Public

My commission expires: February 7, 2026



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

RESOLUTION NO. 12-24

RESOLUTION OF THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A SHOPPING CENTER RETAIL SHOP LEASE BETWEEN THE CITY OF BUCKEYE AND MATTHEW J. GARRETT, DDS, PC, FOR CERTAIN PREMISES AT THE SUNDANCE CROSSINGS CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER THE LEASE ON BEHALF OF THE CITY OF BUCKEYE.

RECITALS

WHEREAS, on April 15, 2014, the City of Buckeye, as Landlord, and Matthew J. Garrett, DDS, PC, as Tenant, entered into that certain Shopping Center Retail Shop Lease (“**Original Lease**”), relating to the lease of City premises located at Sundance Crossings, Suites 101 and 102A, 21765 W Yuma Road, Buckeye, Arizona, for use as a dental office, doing business as Mountain Shadows Family Dental; and

WHEREAS, Article III, “Term”, of the Original Lease authorized Tenant an option to renew for a one (1) five-year period subject to certain terms and conditions; and

WHEREAS, Tenant exercised the option to renew, and the parties entered into that certain Lease Extension Agreement effective March 14, 2019, for a five-year period, through March 31, 2024; and

WHEREAS, Tenant now desires to enter into a Lease agreement with the City for a period of nine (9) months at the same premises.

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

Section 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. The Shopping Center Retail Shop Lease between the City of Buckeye and Matthew J. Garrett, DDS, PC, d/b/a Mountain Shadows Family Dental, for certain Premises at the Sundance Crossings Center (the "Lease") is hereby approved in substantially the form that accompanies this Resolution.

Section 3. The Mayor, the City Manager, the City Clerk and City Attorney are hereby authorized and directed to cause the execution of the Lease and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye,
Arizona, on March 05, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**SHOPPING CENTER RETAIL SHOP LEASE
BETWEEN
CITY OF BUCKEYE
AND
MATTHEW J. GARRETT, DDS, PC**

This Shopping Center Retail Shop Lease (“**9-Month Lease**” or “**Nine-Month Lease**”) made by and between the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation (the “**Landlord**”), and MATTHEW J. GARRETT, DDS, PC, an Arizona professional corporation, d/b/a Mountain Shadows Family Dental (the “**Tenant**”) (collectively, “**Parties**”) is entered into the **1st** day of **April, 2024** (“**Effective Date**”).

RECITALS

WHEREAS, effective April 15, 2014, Landlord and Tenant entered into that certain Shopping Center Retail Shop Lease (“**Original Lease**”), relating to the lease of premises located at Sundance Crossings, Suites 101 and 102A, 21765 W Yuma Road, Buckeye, Arizona, and depicted in **Exhibit A** attached hereto, for use as a dentist office, doing business as Mountain Shadows Family Dental; and

WHEREAS, Article III, “Term”, of the Original Lease authorized Tenant an option to renew for one (1) five-year period subject to certain terms and conditions; and

WHEREAS, Tenant exercised the option to renew, and the Parties entered into that certain Lease Extension Agreement effective March 14, 2019 (also, “**Lease Extension Agreement**”), for a five-year period, through March 31, 2024; and

WHEREAS, Landlord and Tenant now desire to enter into a new lease agreement for a period of nine (9) months to (i) incorporate by reference the terms of their prior written agreements with respect to the subject matter thereof, subject to certain modifications, and (ii) to address compensation and reflect current market conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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, Landlord and Tenant do hereby agree:

- I. Incorporation by Reference; Original Lease and Lease Extension Agreement. Subject to the modifications set forth in this 9-month Lease, the Original Lease and the Lease Extension Agreement are by reference incorporated herein.
 - A. The foregoing Incorporation by Reference includes, but is not limited to, Landlord’s: (i) reservation of rights to grant any party the exclusive right to use designated portions of the common areas; (ii) right to change the location, area, level, size and arrangement of driveways, entrances, exists, vehicular parking

spaces or traffic flow; (iii) right to designate restricted areas and employee parking areas; and (iv) right to construct additional buildings and improvements, all as set forth in Article XVI of the Original Lease.

- II. Term of Agreement. This 9-month Lease shall be effective from and including April 1, 2024, and shall remain in full force and effect until and through December 31, 2024, unless terminated sooner.

- A. Tenant's Right to Terminate Upon 30 days' Notice. Tenant may terminate this 9-Month Lease for convenience, upon thirty (30) days' advance written notice to Landlord, or such other advance notice as may be agreed upon by the Parties in writing.

- III. Minimum Rent. The Minimum Rent is as follows:

Dates	Per Square Foot (2,229 square feet)	Monthly	Nine-Month Total
Months 1-9	\$16.80	\$3,120.60	\$28,085.40

- IV. No Renewal. Notwithstanding any provision to the contrary contained in the Original Lease or in the Lease Extension Agreement, this 9-month Lease is non-renewable. There is, and shall be, no option to renew.

- V. Section 5.1(D) of Original Lease. By affixing their respective signatures to this 9-month Lease, the parties ratify and affirm that Landlord and Tenant certify that Section 5.1(D) of the Original Lease was freely negotiated as of the Effective Date of said Original Lease.

- VI. Tenant's Insurance Obligation and Policy Requirements. Tenant's certificate of insurance coverage shall name the City of Buckeye as an additional insured. The certificate of insurance coverage shall accompany this 9-month Lease. Tenant's insurance obligation and policy requirements shall comply with the requirements set forth in Sections 7.3 and 7.4 of the Original Lease.

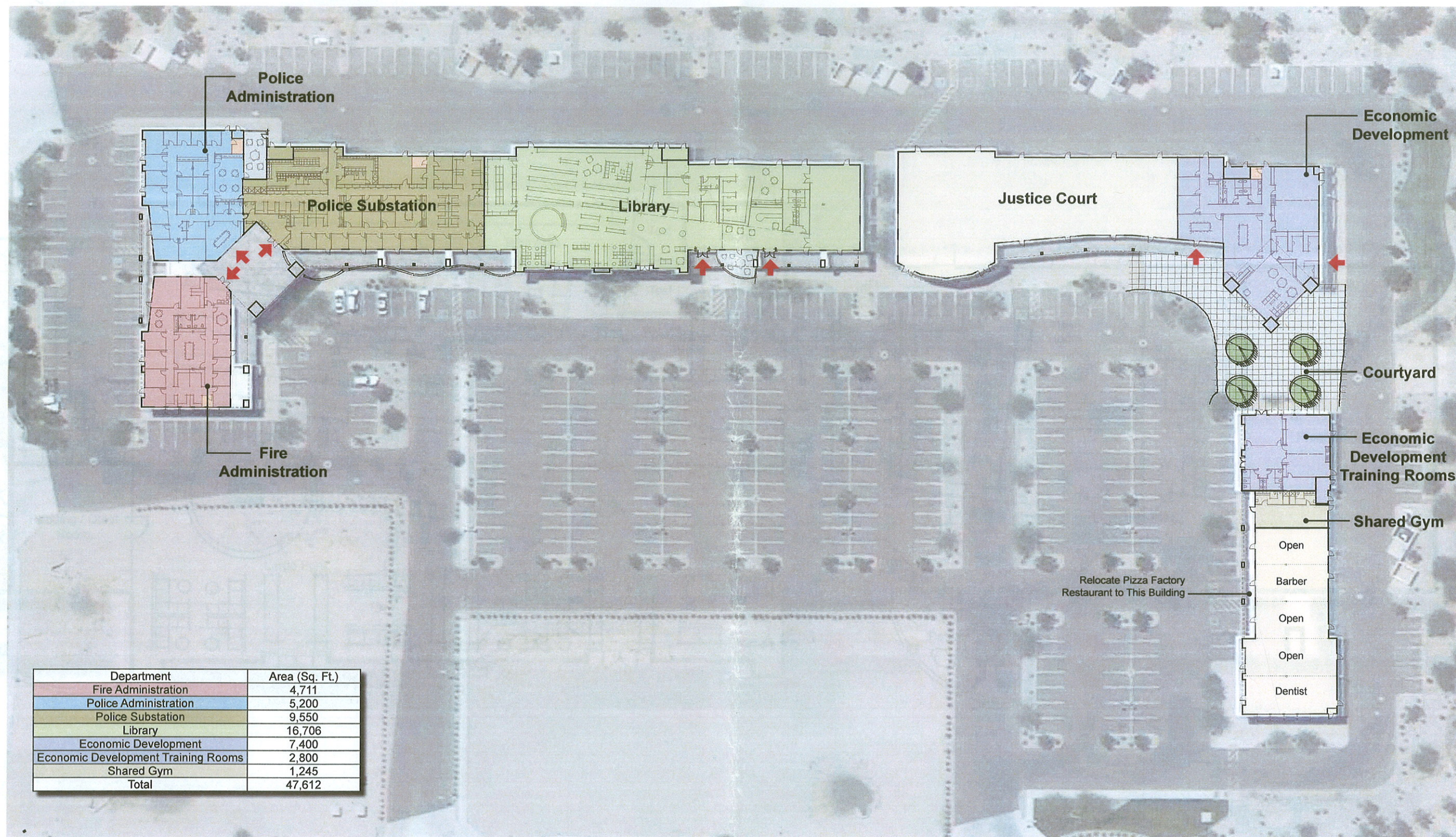
- VII. Guaranty. As a condition to the effectiveness of this 9-month Lease, Matthew Garrett and Randi Garrett (collectively, jointly and severally, "**Guarantor**") shall execute and deliver a guaranty (the "**Guaranty**") of Tenant's obligations hereunder, such Guaranty to be in the form attached hereto as **Exhibit B**.

- VIII. Scrivener's Error in Original Lease. The final sentence of Section 28.20 of the Original Lease shall be read and interpreted to correct the spelling of the word *subsequent*, which currently reads 'sequent'.

- IX. Modification. None of the terms, covenants, conditions or provisions hereof can be modified, deleted or added to except by written amendment signed by the parties hereto.

EXHIBIT A
TO
MATTHEW J. GARRETT, DDS, PC
9-MONTH LEASE

[general depiction of premises]



Overall Site Plan

Sundance Crossings - Scheme 2

EXHIBIT B
TO
MATTHEW J. GARRETT, DDS, PC
9-MONTH LEASE

[personal guaranty]

GUARANTY

In order to induce the **CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation, its successors and assigns, ("**Landlord**") to enter into that certain 9-month Lease agreement with an effective date of April 1, 2024, between Landlord and **MATTHEW J. GARRETT, DDS, PC**, an Arizona professional corporation ("**Tenant**") and in consideration of the benefits inuring to the undersigned (collectively, jointly and severally, the "**Guarantor**") under said 9-month Lease, the receipt and sufficiency of which are represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the term of the 9-month Lease.

Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor(s) hereby waive the provisions of Ariz. Rev. Stat. § 12-1641 *et. seq.*

Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary) or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Tenant or by action of Landlord including, but not limited to, any assignment, pledge, conveyance or transfer of the Lease. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby, but shall continue to be fully liable for the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees: **(A)** to indemnify, defend and hold Landlord harmless from and against any claims, damages, expenses or losses, including, to the extent permitted by law, the reasonable fees of an attorney, resulting from or arising out of any breach of the Lease or any term of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder; and **(B)** to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney, incurred by Landlord in enforcing this Guaranty or the Lease. The Guarantor acknowledges that Landlord shall or may assign its rights under the Lease to anyone as security for a loan to be made by such institutional

investor to Landlord OR FOR ANY OTHER REASON, and as long as any indebtedness of Landlord shall be outstanding AND/OR such assignment of the Lease shall exist, such lender or any assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease and any attempted modification or amendment without such consent shall be void. This Guaranty shall be binding upon Guarantor, his heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this ____ day of _____, 20____.

"GUARANTOR"	
By:	Matthew J. Garrett
Address:	18344 W Palo Verde Ave Waddell AZ 85355
SSN:	[to be provided separately]
Date of Birth:	[to be provided separately]

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Randi Garrett, being authorized to do so for the purpose therein contained.

Notary Public

(affix notary seal here)

	“GUARANTOR” By: Randi Garrett Address: 18344 W Palo Verde Ave Waddell AZ 85355 SSN: [to be provided separately] Date of Birth: [to be provided separately]
--	--

STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

This foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Randi Garrett, being authorized to do so for the purpose therein contained.

(affix notary seal here)

 Notary Public

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/05/24	AGENDA ITEM: 4.C. WR - Purchase of a Dewatering Centrifuge for the Tartesso Water Reclamation Facility (WRF)
DATE PREPARED: 02/29/24	DISTRICT NO.: 4
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Professional Services Agreement (Contract No. 2024156) between the City of Buckeye, an Arizona municipal corporation, and NAF Water Filtration LLC, dba Sanborn Technologies, for removal and replacement of a decanter centrifuge; and authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The Tartesso WRF, built in 2006, is identified in the Water Resources Department's capital asset management program under the Tartesso WRF Phase II CIP. The solids-handling dewatering centrifuge has reached the end of its useful life and is due for replacement. Routine repair, rehabilitation, and replacement of obsolete equipment improves the system's solids processing ability allowing the WRF to operate more efficiently and effectively. The purchase and installation of the centrifuge shall not exceed \$393,392.

BENEFITS:

The purchase of the new centrifuge will improve the efficiency of Tartesso WRF's solids handling and dewatering processes by reducing the amount of water being sent to the landfill as part of the disposal of the biosolids. This reduction of water reduces the weight of the biosolids, in turn reducing the disposal costs at the landfill.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This expense will be paid from the approved FY24 Capital Improvement Project 106880 budget for the Wastewater utility.

CURRENT FISCAL YEAR TOTAL COST:

\$393,392

BUDGETED:

Yes

FISCAL YEAR:

FY24

FUND/DEPARTMENT:

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

ATTACHMENTS:

[Quote -N Am Filt-DC20ELSS Removal_Install-Start Up 12052023 Rev3.pdf](#)

[PSA with NAF Water - Contract No. 2024156.pdf](#)

[Competition Impracticable with NAF.pdf](#)



December 5, 2023

City of Buckeye
31550 W McDowell
Buckeye, AZ 83596

Attn: Mr. Casey Burleson

Dear Casey,

Thank you for the opportunity to quote the NOXON DC20ELSS Decanter. Please find the quote to replace the existing NOXON DC20-582 Decanter. The DC20EL includes the SP4000 Control Panel and VFD's for Each Motor. The DC20ELSS will include a Stainless- Steel Rotor and Hood.

The original DC20-582 will be removed and the new DC20ELSS will be installed and Start up and Training will be provided.

The removal, install and startup will be provided not to exceed 21 days.

You will need to provide the electrician, and Jim West will come out to inspect the electrical prior to start up. As requested, I provided electrical schematic for the new Noxon DC20ELSS.

If you have any questions, please let me know.

Kind Regards,

Michael Cifello
Machine Sales and Service
Sanborn Technologies



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.	MN23-99-180-REV1
Date of Issue:	December 5, 2023
Expiration:	30 Days
Delivery Time:	24-28 Weeks ARO
Payment Terms:	40% with order
	30% on shipment
	30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

- **One (1) DC20ELSS Decanter Centrifuge** **\$260,000.00 EA**

Machines are designed with extra wear protection and sludge shutter.
Includes Control Panel European Standard, adapted for USA.
With Stainless Steel Rotor and Hood.

FOB: Noxon Freight by Ocean

Estimated Cost \$12,000.00

Removal of DC20 #582 with New Purchased DC20ELSS

Scope of Supply – Quote is based on five (5) 12- hour days with weekend travel

- Supply three millwrights and one Centrifuge Specialist.
- Remove partial railing
- Remove old machine and panel
- Prep and clean stand foot area
- Install isolators, Base and case
- Mount panel
- Install rotating assembly
- Check alignment
- Make all discharge connections and feed line
- Test run machine, monitoring vibration and temperature
- Provide service report
- Flight & expenses
- Rental truck
- Gang Box shipment

Cost: \$58,590.00

Given the current world situation the delivery time from Noxon's sub suppliers might be affected on short notice. Hence the delivery time given herein is to be considered as preliminary.

Note: RPM Services does not provide any of the electrical work required to tie end the panel or machine.

**City of Buckeye**

31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.

Date of Issue:
Expiration:
Delivery Time:
Payment Terms:

MN23-99-180-REV1

December 5, 2023
30 Days
20-24 Weeks ARO
40% with order
30% on shipment
30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Start Up and Commissioning Noxon DC20 ELSS.

Scope of Supply is based on three (3) 12 hour days

- Inspect all electrical connections are correct.
- Check VFD's and set parameters if needed.
- Check SP4000 inputs and outputs.
- Set up Curves from previous SP4000, data provided from City of Buckeye.
- Check proper rotation, Sludge Pump, Drum and Scroll.
- Test run DC20ELSS, monitoring vibration and temperature.
- One (1) Service Engineer from Sanborn and One (1) Service Engineer from Noxon (Sweden)
- Travel and Expenses

Estimated Cost \$29,000.00



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.

Date of Issue:

Expiration:

Delivery Time:

Payment Terms:

MN23-99-180-REV1

December 5, 2023

30 Days

20-24 Weeks ARO

40% with order

30% on shipment

30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Limitations:

- **City of Buckeye to provide electrician after installation all wiring to be completed prior to Start Up all connections to be checked by Sanborn Engineer to confirm proper terminal end point connections. Electrician to be on hand in a timely manner and be able to provide an estimated time frame for completion in order to schedule arrival of startup personnel.**
- **City of Buckeye to provide fork lift / equipment for removal of old Noxon Decanter and install of new Noxon Decanter.**
- **City of Buckeye to provide area for removed equipment, frame, rotor, control panel etc.**



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.	MN23-99-180-REV1
Date of Issue:	December 5, 2023
Expiration:	30 Days
Delivery Time:	20-24 Weeks ARO
Payment Terms:	40% with order
	30% on shipment
	30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Final Costs Completed.

1) DC20ELSS with Stainless Rotor and Hood	\$260,000.00
2) Removal and Installation	\$58,590.00
3) Start Up and Commissioning	\$29,000.00
4) Freight FOB Noxon	\$12,000.00
5) State & Local Taxes Estimated @ 9.3%	<u>\$33,442.00</u>

TTL \$393,392.00



General Terms and Conditions of Sales Agreement

1. Price. Published prices are subject to change without notice and shall not be binding on Seller* until reduced to writing signed by Seller. All prices are F.O.B. Seller's plant, and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Purchaser. Prices quoted include standard packing according to Seller's specifications. All costs and taxes for special packing requested by Purchaser, including packing for exports, shall be paid by Purchaser as an additional charge.

2. Taxes. The price of the Equipment does not include any applicable sales use, excise or similar taxes. The purchaser shall have full responsibility for the payment of all such taxes if applicable.

3. Credit and Payment. Credit accounts will be opened only with firms or individuals approved by Seller's Credit Department. Unless otherwise provided, in any case where delivery is made on credit, unless otherwise expressly stated in the confirmation of sale, the terms of payment shall be those given in the Seller's proposal and quotation of equipment price to the customer. Seller reserves the right at anytime upon notice to Purchaser, to alter or suspend credit, or to change the credit terms provided herein, when in its sole opinion the financial condition of the Purchaser so warrants. In addition, the Seller may at any time, with or without notice to the Purchaser, and at its option, suspend work and shipment under this contract if, in the Seller's sole opinion, the financial condition of the Purchaser so warrants. In such cases, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from the Purchaser may be required by the Seller before credit is restored or Seller continues performance. If the Purchaser fails to make payment or fails to furnish security satisfactory to Seller then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Purchaser in payment when due Purchaser shall pay immediately to Seller the entire unpaid amounts for any and all shipments made to Purchaser irrespective of the terms of said shipment and whether said shipments are made pursuant to this contract or any other contract of sale between Seller and Purchaser, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of its rights hereunder.

4. Risk of Loss, Title. The risk of loss of the goods shall pass to the Purchaser as soon as they are deposited with the carrier for shipment to the Purchaser, but title to the goods shall remain with the Seller until the full purchase price therefore has been paid to the Seller.

5. Shipment. All shipments shall be F.O.B. Seller's plant, and the date of shipment shall be contingent upon the date of acceptance of the Seller's offer. Seller's obligation with respect to shipment of the goods shall not extend beyond a.) putting the goods in the possession of such a carrier and making such a contract for the transportation thereof as may be reasonable having regard to the nature of the goods and obtaining delivering within a reasonable time documents as maybe necessary for Purchaser to obtain possession of goods. Seller shall have the right to ship all of the goods at one time or in portions from time to time within the time of shipment. This contract shall be deemed separable as to the goods sold. Purchaser may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole. The goods shall be deemed to have been tendered to Purchaser when they have been deposited with the carrier.

6. Testing, Inspection, and Acceptance. Purchaser shall have the right to inspect the goods upon the receipt of them. Each piece of Equipment is tested, in accordance with Seller's normal testing procedure, prior to shipment. Any testing or demonstration of operation, prior to shipment requested by Purchaser, shall be performed at Purchaser's expense and may require the delivery date to be rescheduled to a later date. Purchaser shall reimburse Seller, at the contract price for all goods used in testing and Purchaser shall bear any expense incurred in the inspection of the goods used in testing whether or not the goods are nonconforming. Failure to inspect the goods or failure to notify the Seller in writing that the goods are nonconforming within ten (10) days of the receipt of the goods by the Purchaser shall constitute a waiver of Purchaser's rights of inspection and rejection for nonconformity and shall be equivalent to an irrevocable acceptance of goods by Purchaser.

7. Excuse in Seller's Performance. This contract is subject to and the Seller shall not be responsible or liable for any delay directly or indirectly resulting from or contributed by limitations on Seller's production capabilities, prompt settlement of all details relating to the materials covered by this proposal, and to delays due to fires, explosions, acts of God, strikes or other differences with workmen, shortage of utility, facility, components or labor, delay in transportation, breakdown or accident, war and acts of war, compliance with or other actions taken to carry out the intent or purposes of any law or regulation, changes or breakdown or accident or any other causes or contingencies not caused by Seller or over which Seller had no reasonable control. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences or contingencies aforesaid, any and all deliveries so suspended or delayed shall be made after such disabilities have ceased to exist, and nothing herein contained shall be construed as lessening in any event the full amount of goods herein purchased and sold but only as deferring delivery and payment in the events and to the extent herein provided for. Neither shall any delay in shipment be considered as default under this contract or give rise to any liability on the part of Seller for items of incidental special or consequential damage.

8. Statement of Limited Warranty. Seller warrants that the Equipment will be built in accordance with the specifications referred to in the confirmation of sale and will be free from defects in material and workmanship for a period of one year from the date of shipment. The sole liability of Seller under this limited warranty shall be to repair or replace, at our option, a defect in the material or workmanship during the one year period with the exception of membranes, seals, gaskets, elastomer materials, coatings and "wear parts". **All warranty parts will be removed from the system by the Purchaser and shipped prepaid to Seller for evaluation. After evaluation Seller will ship, repaired or replaced, the warranty part to the Purchaser for their inclusion into the system.** In no event shall Seller be liable for any loss, damage, injury or expense resulting from the use or operation of, or from erosion or corrosion of the Equipment; from the installation of the Equipment; from decomposition of membranes, seals, gaskets, elastomer materials, or "wear parts" because of the use of the Equipment or with respect to ordinary wear and tear. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN RESPECT TO THE EQUIPMENT AND IN PARTICULAR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



9. Installation and Start-up. Unless otherwise stipulated, installation and start-up shall be the sole responsibility of the Purchaser. In the event Purchaser has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity and shall have no responsibility for the quality of workmanship of the installation. In any event, the Purchaser shall furnish, at customer's expense, all necessary foundations, supplier, labor, and facilities which might be required to install and operate the Equipment.

10. Cancellation. No order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Purchaser, Purchaser shall, within thirty days of such cancellation, pay Seller a cancellation fee which shall include all costs and expenses incurred by Seller, prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all labor and overhead expended by Seller in the preparation of the Equipment prior to the cancellation plus an amount equal to 15% of the aggregate of all the foregoing.

11. Specifications. Changes in specifications requested by Purchaser are subject to approval in writing by Seller. In the event such changes are approved, the price for the Equipment and the delivery schedule shall be changed to reflect such changes.

12. Drawings. All drawings are the property of Seller. Seller does not supply detail or shop working drawings of the Equipment. General assembly, installation and parts lists necessary for erection and maintenance will be supplied.

13. Assignment. No right or interest in this contract shall be assigned by Purchaser without the written permission and consent of Seller, and no delegation shall be wholly void and totally ineffective for all purposes.

14. Alterations, Interpretations and Definitions. This contract shall be governed by and construed in accordance with the laws of Massachusetts and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Waiver by Seller of a breach by Purchaser of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. Any term used in this contract which is not defined herein shall have the same definition as that contained in the Massachusetts Uniform Commercial Code.* As used in this agreement, the term "Seller" shall at all times refer to North American Filtration of MA, Inc d/b/a Sanborn Technologies.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
NAF WATER FILTRATION LLC dba SANBORN TECHNOLOGIES
CONTRACT NO. 2024156**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the “City”), and NAF Water Filtration LLC dba Sanborn Technologies, a Delaware limited liability company (the “Contractor”).

RECITALS

- A. The City is in need of the removal and replacement of a decanter centrifuge (the “Services”).
- B. The Contractor possesses the skill and experience required to provide the Services.
- C. The Mayor and City Council have determined it is in the City’s best interest to enter into an agreement with the Contractor to provide 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 Contractor 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 30, 2024, unless terminated as otherwise provided in this Agreement.
- 2. **Scope of Work.** The Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Contractor 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 Contractor. Prior to commencing the Services, the Contractor 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 Contractor an amount not to exceed **Three Hundred Ninety-Three Thousand Three Hundred Ninety-Two Dollars and Zero Cents (\$393,392.00)** for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Payments. The City shall pay the Contractor 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 Contractor 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 Contractor’s sole determination, the Services to be provided do not require a safety plan, the Contractor 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 Contractor; however, any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Contractor.

7. Contractor Personnel. The Contractor shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. The Contractor 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 Contractor 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 Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

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

10. Materials; Equipment. The Contractor 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 Contractor 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 Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’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 Contractor, the Contractor 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 Contractor. 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 Contractor 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 Contractor'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 Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor'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 Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor 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 Contractor employs anyone who is required by law to be covered by workers' compensation insurance, the Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor'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 Contractor 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 Contractor 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 Contractor of written notice by the City. Upon termination for convenience, the Contractor 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 Contractor 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 Contractor in the event that the Services are permanently abandoned. If the Contractor abandons the Services without the consent of the City, the Contractor 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 contractor to complete the Services and the contract price for the Contractor 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 Contractor. The City shall use its best efforts to replace the Contractor 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 contractor 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 Contractor, 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 Contractor or any agent or representative of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will be without liability or legal exposure to the Contractor. The Contractor 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 Contractor, 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 Contractor, 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 Contractor 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 Contractor, 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 Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Contractor 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 Contractor 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 Contractor 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 Contractor.

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 Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.

16.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor 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 Contractor.

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 Contractor 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 Contractor any amounts the Contractor 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 Contractor any amounts the Contractor 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: Dan Cotterman, City Manager

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

If to Contractor: NAF Water Filtration LLC dba
Sanborn Technologies
23 Walpole Park South
Walpole, MA 02081
Attn: Patricia A. Powers

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 Contractor 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 Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor 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 Contractor with non-exclusive, limited access to the City's

information technology infrastructure. The Contractor 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 Contractor shall enforce all such policies, standards, regulations, and restrictions with all the Contractor'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 Contractor'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 Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. 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 Contractor in connection with this Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall immediately notify the City Manager, or authorized City designee. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Contractor 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 Contractor 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 Contractor under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 16.18, the Contractor'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 Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor pursuant to this Agreement. The Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor 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 Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor'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.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

“Contractor”

NAF WATER FILTRATION LLC dba,
SANBORN TECHNOLOGIES, a Delaware
limited liability company

Patricia A. Powers/GM

Patricia A. Powers, General Manager

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
NORTH AMERICAN FILTRATION, INC.

[Scope of Work and Fee Proposal]

See following pages.



December 5, 2023

City of Buckeye
31550 W McDowell
Buckeye, AZ 83596

Attn: Mr. Casey Burleson

Dear Casey,

Thank you for the opportunity to quote the NOXON DC20ELSS Decanter. Please find the quote to replace the existing NOXON DC20-582 Decanter. The DC20EL includes the SP4000 Control Panel and VFD's for Each Motor. The DC20ELSS will include a Stainless- Steel Rotor and Hood.

The original DC20-582 will be removed and the new DC20ELSS will be installed and Start up and Training will be provided.

The removal, install and startup will be provided not to exceed 21 days.

You will need to provide the electrician, and Jim West will come out to inspect the electrical prior to start up. As requested, I provided electrical schematic for the new Noxon DC20ELSS.

If you have any questions, please let me know.

Kind Regards,

Michael Cifello
Machine Sales and Service
Sanborn Technologies



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.	MN23-99-180-REV1
Date of Issue:	December 5, 2023
Expiration:	30 Days
Delivery Time:	24-28 Weeks ARO
Payment Terms:	40% with order
	30% on shipment
	30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

- **One (1) DC20ELSS Decanter Centrifuge** **\$260,000.00 EA**

**Machines are designed with extra wear protection and sludge shutter.
Includes Control Panel European Standard, adapted for USA.
With Stainless Steel Rotor and Hood.**

FOB: Noxon Freight by Ocean

Estimated Cost \$12,000.00

Removal of DC20 #582 with New Purchased DC20ELSS

Scope of Supply – Quote is based on five (5) 12- hour days with weekend travel

- Supply three millwrights and one Centrifuge Specialist.
- Remove partial railing
- Remove old machine and panel
- Prep and clean stand foot area
- Install isolators, Base and case
- Mount panel
- Install rotating assembly
- Check alignment
- Make all discharge connections and feed line
- Test run machine, monitoring vibration and temperature
- Provide service report
- Flight & expenses
- Rental truck
- Gang Box shipment

Cost: \$58,590.00

Given the current world situation the delivery time from Noxon's sub suppliers might be affected on short notice. Hence the delivery time given herein is to be considered as preliminary.

Note: RPM Services does not provide any of the electrical work required to tie end the panel or machine.

23 Walpole Park South, Walpole, Massachusetts 02081-2558 • Ph: 508-660-9150 • FAX: 508-660-9151
www.sanborntechnologies.com • E-mail: info@sanborntechnologies.com



City of Buckeye
31550 W McDowell
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Attn: Casey Burleson
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623-694-5349

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Expiration:	30 Days
Delivery Time:	20-24 Weeks ARO
Payment Terms:	40% with order 30% on shipment 30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Start Up and Commissioning Noxon DC20 ELSS.

Scope of Supply is based on three (3) 12 hour days

- Inspect all electrical connections are correct.
- Check VFD's and set parameters if needed.
- Check SP4000 inputs and outputs.
- Set up Curves from previous SP4000, data provided from City of Buckeye.
- Check proper rotation, Sludge Pump, Drum and Scroll.
- Test run DC20ELSS, monitoring vibration and temperature.
- One (1) Service Engineer from Sanborn and One (1) Service Engineer from Noxon (Sweden)
- Travel and Expenses

Estimated Cost \$29,000.00

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31550 W McDowell
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F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Limitations:

- **City of Buckeye to provide electrician after installation all wiring to be completed prior to Start Up all connections to be checked by Sanborn Engineer to confirm proper terminal end point connections. Electrician to be on hand in a timely manner and be able to provide an estimated time frame for completion in order to schedule arrival of startup personnel.**
- **City of Buckeye to provide fork lift / equipment for removal of old Noxon Decanter and install of new Noxon Decanter.**
- **City of Buckeye to provide area for removed equipment, frame, rotor, control panel etc.**

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City of Buckeye
31550 W McDowell
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Payment Terms:	40% with order
	30% on shipment
	30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Final Costs Completed.

1) DC20ELSS with Stainless Rotor and Hood	\$260,000.00
2) Removal and Installation	\$58,590.00
3) Start Up and Commissioning	\$29,000.00
4) Freight FOB Noxon	\$12,000.00
5) State & Local Taxes Estimated @ 9.3%	<u>\$33,442.00</u>

TTL \$393,392.00

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General Terms and Conditions of Sales Agreement

1. Price. Published prices are subject to change without notice and shall not be binding on Seller* until reduced to writing signed by Seller. All prices are F.O.B. Seller's plant, and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Purchaser. Prices quoted include standard packing according to Seller's specifications. All costs and taxes for special packing requested by Purchaser, including packing for exports, shall be paid by Purchaser as an additional charge.

2. Taxes. The price of the Equipment does not include any applicable sales use, excise or similar taxes. The purchaser shall have full responsibility for the payment of all such taxes if applicable.

3. Credit and Payment. Credit accounts will be opened only with firms or individuals approved by Seller's Credit Department. Unless otherwise provided, in any case where delivery is made on credit, unless otherwise expressly stated in the confirmation of sale, the terms of payment shall be those given in the Seller's proposal and quotation of equipment price to the customer. Seller reserves the right at anytime upon notice to Purchaser, to alter or suspend credit, or to change the credit terms provided herein, when in its sole opinion the financial condition of the Purchaser so warrants. In addition, the Seller may at any time, with or without notice to the Purchaser, and at its option, suspend work and shipment under this contract if, in the Seller's sole opinion, the financial condition of the Purchaser so warrants. In such cases, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from the Purchaser may be required by the Seller before credit is restored or Seller continues performance. If the Purchaser fails to make payment or fails to furnish security satisfactory to Seller then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Purchaser in payment when due Purchaser shall pay immediately to Seller the entire unpaid amounts for any and all shipments made to Purchaser irrespective of the terms of said shipment and whether said shipments are made pursuant to this contract or any other contract of sale between Seller and Purchaser, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of its rights hereunder.

4. Risk of Loss, Title. The risk of loss of the goods shall pass to the Purchaser as soon as they are deposited with the carrier for shipment to the Purchaser, but title to the goods shall remain with the Seller until the full purchase price therefore has been paid to the Seller.

5. Shipment. All shipments shall be F.O.B. Seller's plant, and the date of shipment shall be contingent upon the date of acceptance of the Seller's offer. Seller's obligation with respect to shipment of the goods shall not extend beyond a.) putting the goods in the possession of such a carrier and making such a contract for the transportation thereof as may be reasonable having regard to the nature of the goods and obtaining delivering within a reasonable time documents as maybe necessary for Purchaser to obtain possession of goods. Seller shall have the right to ship all of the goods at one time or in portions from time to time within the time of shipment. This contract shall be deemed separable as to the goods sold. Purchaser may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole. The goods shall be deemed to have been tendered to Purchaser when they have been deposited with the carrier.

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6. Testing, Inspection, and Acceptance. Purchaser shall have the right to inspect the goods upon the receipt of them. Each piece of Equipment is tested, in accordance with Seller's normal testing procedure, prior to shipment. Any testing or demonstration of operation, prior to shipment requested by Purchaser, shall be performed at Purchaser's expense and may require the delivery date to be rescheduled to a later date. Purchaser shall reimburse Seller, at the contract price for all goods used in testing and Purchaser shall bear any expense incurred in the inspection of the goods used in testing whether or not the goods are nonconforming. Failure to inspect the goods or failure to notify the Seller in writing that the goods are nonconforming within ten (10) days of the receipt of the goods by the Purchaser shall constitute a waiver of Purchaser's rights of inspection and rejection for nonconformity and shall be equivalent to an irrevocable acceptance of goods by Purchaser.

7. Excuse in Seller's Performance. This contract is subject to and the Seller shall not be responsible or liable for any delay directly or indirectly resulting from or contributed by limitations on Seller's production capabilities, prompt settlement of all details relating to the materials covered by this proposal, and to delays due to fires, explosions, acts of God, strikes or other differences with workmen, shortage of utility, facility, components or labor, delay in transportation, breakdown or accident, war and acts of war, compliance with or other actions taken to carry out the intent or purposes of any law or regulation, changes or breakdown or accident or any other causes or contingencies not caused by Seller or over which Seller had no reasonable control. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences or contingencies aforesaid, any and all deliveries so suspended or delayed shall be made after such disabilities have ceased to exist, and nothing herein contained shall be construed as lessening in any event the full amount of goods herein purchased and sold but only as deferring delivery and payment in the events and to the extent herein provided for. Neither shall any delay in shipment be considered as default under this contract or give rise to any liability on the part of Seller for items of incidental special or consequential damage.

8. Statement of Limited Warranty. Seller warrants that the Equipment will be built in accordance with the specifications referred to in the confirmation of sale and will be free from defects in material and workmanship for a period of one year from the date of shipment. The sole liability of Seller under this limited warranty shall be to repair or replace, at our option, a defect in the material or workmanship during the one year period with the exception of membranes, seals, gaskets, elastomer materials, coatings and "wear parts". **All warranty parts will be removed from the system by the Purchaser and shipped prepaid to Seller for evaluation. After evaluation Seller will ship, repaired or replaced, the warranty part to the Purchaser for their inclusion into the system.** In no event shall Seller be liable for any loss, damage, injury or expense resulting from the use or operation of, or from erosion or corrosion of the Equipment; from the installation of the Equipment; from decomposition of membranes, seals, gaskets, elastomer materials, or "wear parts" because of the use of the Equipment or with respect to ordinary wear and tear. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN RESPECT TO THE EQUIPMENT AND IN PARTICULAR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



9. Installation and Start-up. Unless otherwise stipulated, installation and start-up shall be the sole responsibility of the Purchaser. In the event Purchaser has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity and shall have no responsibility for the quality of workmanship of the installation. In any event, the Purchaser shall furnish, at customer's expense, all necessary foundations, supplier, labor, and facilities which might be required to install and operate the Equipment.

10. Cancellation. No order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Purchaser, Purchaser shall, within thirty days of such cancellation, pay Seller a cancellation fee which shall include all costs and expenses incurred by Seller, prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all labor and overhead expended by Seller in the preparation of the Equipment prior to the cancellation plus an amount equal to 15% of the aggregate of all the foregoing.

11. Specifications. Changes in specifications requested by Purchaser are subject to approval in writing by Seller. In the event such changes are approved, the price for the Equipment and the delivery schedule shall be changed to reflect such changes.

12. Drawings. All drawings are the property of Seller. Seller does not supply detail or shop working drawings of the Equipment. General assembly, installation and parts lists necessary for erection and maintenance will be supplied.

13. Assignment. No right or interest in this contract shall be assigned by Purchaser without the written permission and consent of Seller, and no delegation shall be wholly void and totally ineffective for all purposes.

14. Alterations, Interpretations and Definitions. This contract shall be governed by and construed in accordance with the laws of Massachusetts and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Waiver by Seller of a breach by Purchaser of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. Any term used in this contract which is not defined herein shall have the same definition as that contained in the Massachusetts Uniform Commercial Code.* As used in this agreement, the term "Seller" shall at all times refer to North American Filtration of MA, Inc d/b/a Sanborn Technologies.

From: [Mike Cifello](#)
To: [Travis Stewart](#)
Cc: [Arnold Coronado](#); [Casey Burleson](#)
Subject: Re: DC20ELSS Installation Quote
Date: Tuesday, February 6, 2024 9:16:26 AM
Attachments: [image002.png](#)

You don't often get email from michael.cifello@nafilter.com. [Learn why this is important](#)

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello Travis,

I can confirm the price is unchanged and is good for 60 days.

The authorized signer is our General Manager, Patricia A. Powers her email is, pat.powers@nafilter.com.

If there is anything else you need from me please let me know.

Kind Regards,

Michael



Michael Cifello

Customer Service & Support

Mass Transfer Systems

Sanborn Technologies

23 Walpole Park South

Walpole, MA 02081

Mobile: 617-899-5508

Phone: 508.660.9150 Ext.3124

Email: michael.cifello@nafilter.com

Web: www.mts-jets.com

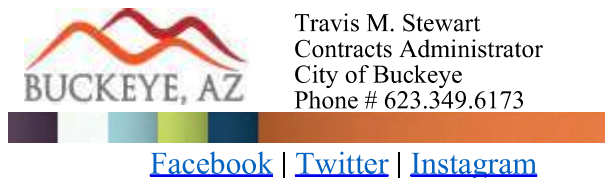
www.sanborntechnologies.com

On Mon, Feb 5, 2024 at 1:00 PM Travis Stewart <tstewart@buckeyeaz.gov> wrote:

Michael,

I wanted to reach out to you as I am preparing the contract for the attached quote for the DC20ELSS installation. I wanted to first verify that the quote is still valid. It is showing a 30 day expiration from December 5, 2023. Unfortunately, it took some time for some initial approvals on our end prior to being about to initiate a contract. If you can confirm that the quote is still valid that would be appreciated. Also, I need to verify who the authorized signer on your end would be for any contract for this quote. I would need that person's name, title and email address. We submit all contracts through Adobe Sign for signature and the person would receive an email when the contract is ready for them to sign. I appreciate your assistance on this. Please let me know if you have any questions.

Thank you,



This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.



PROCUREMENT DETERMINATION
Competition Impracticable Procurement

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

Section 1: Department Information

Requestor's Name: Arnold Coronado Request Date: 12/22/2023

Requestor's Signature: Arnold Coronado
Digitally signed by Arnold Coronado
Date: 2024.01.11 13:56:09 -07'00'

Date: _____

Department Head Name (Print): Terry Lowe

Department Head Signature: Terry Lowe
Digitally signed by Terry Lowe
Date: 2024.01.12 09:49:11 -07'00'

Phone: 623-349-6102

E-Mail: tlowe@buckeyeaz.gov

Section 2: Vendor Information

Vendor Name: North American Filtration Vendor ID: 5950

Duration of Competition Impracticable: On-going Estimated Cost: \$400,000

Full Description of Materials or Services:

Installation of an upgraded centrifuge for Tartesso Wastewater Reclamation.

Section 3: Justification

Justification/Selection: Select only one option that best categorizes Competition Impracticable rationale.

☐ Not able to meet competitive requirements of A.R.S. § 41-2578.

☐ Exceeding Max End Date

☐ Total Cost

☒ Business Continuity

☐ Other _____ Describe: _____

Provide Justification/Why Advantageous to The City:

The Wastewater division contacted other vendors for a quotation. North American Filtration was the only vendor that could complete the installation within the established 21-day maximum solids processing shutdown due to the limited downtime of processing equipment.

City Approved Procurement Process to be Utilized (Including Contracting Strategy):

In accordance with the Procurement Code, the City of Buckeye Uniform Terms and Conditions or appropriate contract terms as approved by the Procurement Officer or designee must be part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement (a/k/a contract) containing terms and conditions, which will be made part of the final Contract, you must receive prior approval from the Procurement office. Approval of this request does not allow for departments to exceed their dollar acquisition of delegated authority.

To Be Completed by Procurement Authority

- ☐ Request Authorized Pursuant to: City Code ☐ Request Denied
- ☐ Request Authorized with Conditions/Restrictions Pursuant to: City Code 24.3.5
- ☐ Up to \$35,000.00 ☐ \$35,000.01 to \$250,000.00 ☐ Over \$250,000.00 Requires Council Approval Before Purchase

City Attorney Approval:

Name (Print): K. Scott McCoy	
Signature: 	Date: Jan 18, 2024

Procurement Officer Approval of Non-Competitive Source Selection:

Signature: 	Date: Jan 18, 2024
City Manager/Procurement Officer	
☐ Requires Council Approval Before Purchase	
☐ No Council Approval Needed – Route with Invoice or Purchase Order (PO)	

Department Notice: This is your official written determination in response to your procurement authorization request. The original request shall be maintained by the Finance Department.



PROCUREMENT DETERMINATION
Competition Impracticable Procurement

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

Section 1: Department Information

Requestor's Name: Arnold Coronado Request Date: 12/22/2023

Requestor's Signature: Arnold Coronado
Digitally signed by Arnold Coronado
Date: 2024.01.11 13:56:09 -07'00'

Date: _____

Department Head Name (Print): Terry Lowe

Department Head Signature: Terry Lowe
Digitally signed by Terry Lowe
Date: 2024.01.12 09:49:11 -07'00'

Phone: 623-349-6102 E-Mail: tlowe@buckeyeaz.gov

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☐ Exceeding Max End Date

☐ Total Cost

☒ Business Continuity

☐ Other _____ Describe: _____

Provide Justification/Why Advantageous to The City:

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To Be Completed by Procurement Authority

☐ Request Authorized Pursuant to: City Code

☐ Request Denied

☐ Request Authorized with Conditions/Restrictions Pursuant to: City Code 24.3.5

☐ Up to \$35,000.00 ☐ \$35,000.01 to \$250,000.00 ☐ Over \$250,000.00 Requires Council Approval Before Purchase

City Attorney Approval:

Name (Print): K. Scott McCoy	
Signature: 	Date: Jan 18, 2024

Procurement Officer Approval of Non-Competitive Source Selection:

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City Manager/Procurement Officer	
☐ Requires Council Approval Before Purchase	
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December 5, 2023

City of Buckeye
31550 W McDowell
Buckeye, AZ 83596

Attn: Mr. Casey Burleson

Dear Casey,

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The original DC20-582 will be removed and the new DC20ELSS will be installed and Start up and Training will be provided.

The removal, install and startup will be provided not to exceed 21 days.

You will need to provide the electrician, and Jim West will come out to inspect the electrical prior to start up. As requested, I provided electrical schematic for the new Noxon DC20ELSS.

If you have any questions, please let me know.

Kind Regards,

Michael Cifello
Machine Sales and Service
Sanborn Technologies



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
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QUOTE NO.	MN23-99-180-REV1
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IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

- **One (1) DC20ELSS Decanter Centrifuge** **\$260,000.00 EA**

**Machines are designed with extra wear protection and sludge shutter.
Includes Control Panel European Standard, adapted for USA.
With Stainless Steel Rotor and Hood.**

FOB: Noxon Freight by Ocean

Estimated Cost \$12,000.00

Removal of DC20 #582 with New Purchased DC20ELSS

Scope of Supply – Quote is based on five (5) 12- hour days with weekend travel

- Supply three millwrights and one Centrifuge Specialist.
- Remove partial railing
- Remove old machine and panel
- Prep and clean stand foot area
- Install isolators, Base and case
- Mount panel
- Install rotating assembly
- Check alignment
- Make all discharge connections and feed line
- Test run machine, monitoring vibration and temperature
- Provide service report
- Flight & expenses
- Rental truck
- Gang Box shipment

Cost: \$58,590.00

Given the current world situation the delivery time from Noxon's sub suppliers might be affected on short notice. Hence the delivery time given herein is to be considered as preliminary.

Note: RPM Services does not provide any of the electrical work required to tie end the panel or machine.

**City of Buckeye**

31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.

Date of Issue:
Expiration:
Delivery Time:
Payment Terms:

MN23-99-180-REV1

December 5, 2023
30 Days
20-24 Weeks ARO
40% with order
30% on shipment
30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Start Up and Commissioning Noxon DC20 ELSS.

Scope of Supply is based on three (3) 12 hour days

- Inspect all electrical connections are correct.
- Check VFD's and set parameters if needed.
- Check SP4000 inputs and outputs.
- Set up Curves from previous SP4000, data provided from City of Buckeye.
- Check proper rotation, Sludge Pump, Drum and Scroll.
- Test run DC20ELSS, monitoring vibration and temperature.
- One (1) Service Engineer from Sanborn and One (1) Service Engineer from Noxon (Sweden)
- Travel and Expenses

Estimated Cost \$29,000.00



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
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623-694-5349

QUOTE NO.

Date of Issue:
Expiration:
Delivery Time:
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MN23-99-180-REV1

December 5, 2023
30 Days
20-24 Weeks ARO
40% with order
30% on shipment
30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Limitations:

- **City of Buckeye to provide electrician after installation all wiring to be completed prior to Start Up all connections to be checked by Sanborn Engineer to confirm proper terminal end point connections. Electrician to be on hand in a timely manner and be able to provide an estimated time frame for completion in order to schedule arrival of startup personnel.**
- **City of Buckeye to provide fork lift / equipment for removal of old Noxon Decanter and install of new Noxon Decanter.**
- **City of Buckeye to provide area for removed equipment, frame, rotor, control panel etc.**



City of Buckeye
31550 W McDowell
Buckeye, AZ 83596
Attn: Casey Burleson
cburleson@buckeyeaz.com
623-694-5349

QUOTE NO.	MN23-99-180-REV1
Date of Issue:	December 5, 2023
Expiration:	30 Days
Delivery Time:	20-24 Weeks ARO
Payment Terms:	40% with order
	30% on shipment
	30% on installation

F.O.B.: Fjaras, Sweden Pre Pay and Add*

IN REPLY TO YOUR REQUEST WE SUBMIT THE FOLLOWING

Final Costs Completed.

1) DC20ELSS with Stainless Rotor and Hood	\$260,000.00
2) Removal and Installation	\$58,590.00
3) Start Up and Commissioning	\$29,000.00
4) Freight FOB Noxon	\$12,000.00
5) State & Local Taxes Estimated @ 9.3%	<u>\$33,442.00</u>

TTL \$393,392.00



General Terms and Conditions of Sales Agreement

1. Price. Published prices are subject to change without notice and shall not be binding on Seller* until reduced to writing signed by Seller. All prices are F.O.B. Seller's plant, and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Purchaser. Prices quoted include standard packing according to Seller's specifications. All costs and taxes for special packing requested by Purchaser, including packing for exports, shall be paid by Purchaser as an additional charge.

2. Taxes. The price of the Equipment does not include any applicable sales use, excise or similar taxes. The purchaser shall have full responsibility for the payment of all such taxes if applicable.

3. Credit and Payment. Credit accounts will be opened only with firms or individuals approved by Seller's Credit Department. Unless otherwise provided, in any case where delivery is made on credit, unless otherwise expressly stated in the confirmation of sale, the terms of payment shall be those given in the Seller's proposal and quotation of equipment price to the customer. Seller reserves the right at anytime upon notice to Purchaser, to alter or suspend credit, or to change the credit terms provided herein, when in its sole opinion the financial condition of the Purchaser so warrants. In addition, the Seller may at any time, with or without notice to the Purchaser, and at its option, suspend work and shipment under this contract if, in the Seller's sole opinion, the financial condition of the Purchaser so warrants. In such cases, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from the Purchaser may be required by the Seller before credit is restored or Seller continues performance. If the Purchaser fails to make payment or fails to furnish security satisfactory to Seller then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Purchaser in payment when due Purchaser shall pay immediately to Seller the entire unpaid amounts for any and all shipments made to Purchaser irrespective of the terms of said shipment and whether said shipments are made pursuant to this contract or any other contract of sale between Seller and Purchaser, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of its rights hereunder.

4. Risk of Loss, Title. The risk of loss of the goods shall pass to the Purchaser as soon as they are deposited with the carrier for shipment to the Purchaser, but title to the goods shall remain with the Seller until the full purchase price therefore has been paid to the Seller.

5. Shipment. All shipments shall be F.O.B. Seller's plant, and the date of shipment shall be contingent upon the date of acceptance of the Seller's offer. Seller's obligation with respect to shipment of the goods shall not extend beyond a.) putting the goods in the possession of such a carrier and making such a contract for the transportation thereof as may be reasonable having regard to the nature of the goods and obtaining delivering within a reasonable time documents as maybe necessary for Purchaser to obtain possession of goods. Seller shall have the right to ship all of the goods at one time or in portions from time to time within the time of shipment. This contract shall be deemed separable as to the goods sold. Purchaser may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole. The goods shall be deemed to have been tendered to Purchaser when they have been deposited with the carrier.

6. Testing, Inspection, and Acceptance. Purchaser shall have the right to inspect the goods upon the receipt of them. Each piece of Equipment is tested, in accordance with Seller's normal testing procedure, prior to shipment. Any testing or demonstration of operation, prior to shipment requested by Purchaser, shall be performed at Purchaser's expense and may require the delivery date to be rescheduled to a later date. Purchaser shall reimburse Seller, at the contract price for all goods used in testing and Purchaser shall bear any expense incurred in the inspection of the goods used in testing whether or not the goods are nonconforming. Failure to inspect the goods or failure to notify the Seller in writing that the goods are nonconforming within ten (10) days of the receipt of the goods by the Purchaser shall constitute a waiver of Purchaser's rights of inspection and rejection for nonconformity and shall be equivalent to an irrevocable acceptance of goods by Purchaser.

7. Excuse in Seller's Performance. This contract is subject to and the Seller shall not be responsible or liable for any delay directly or indirectly resulting from or contributed by limitations on Seller's production capabilities, prompt settlement of all details relating to the materials covered by this proposal, and to delays due to fires, explosions, acts of God, strikes or other differences with workmen, shortage of utility, facility, components or labor, delay in transportation, breakdown or accident, war and acts of war, compliance with or other actions taken to carry out the intent or purposes of any law or regulation, changes or breakdown or accident or any other causes or contingencies not caused by Seller or over which Seller had no reasonable control. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences or contingencies aforesaid, any and all deliveries so suspended or delayed shall be made after such disabilities have ceased to exist, and nothing herein contained shall be construed as lessening in any event the full amount of goods herein purchased and sold but only as deferring delivery and payment in the events and to the extent herein provided for. Neither shall any delay in shipment be considered as default under this contract or give rise to any liability on the part of Seller for items of incidental special or consequential damage.

8. Statement of Limited Warranty. Seller warrants that the Equipment will be built in accordance with the specifications referred to in the confirmation of sale and will be free from defects in material and workmanship for a period of one year from the date of shipment. The sole liability of Seller under this limited warranty shall be to repair or replace, at our option, a defect in the material or workmanship during the one year period with the exception of membranes, seals, gaskets, elastomer materials, coatings and "wear parts". **All warranty parts will be removed from the system by the Purchaser and shipped prepaid to Seller for evaluation. After evaluation Seller will ship, repaired or replaced, the warranty part to the Purchaser for their inclusion into the system.** In no event shall Seller be liable for any loss, damage, injury or expense resulting from the use or operation of, or from erosion or corrosion of the Equipment; from the installation of the Equipment; from decomposition of membranes, seals, gaskets, elastomer materials, or "wear parts" because of the use of the Equipment or with respect to ordinary wear and tear. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN RESPECT TO THE EQUIPMENT AND IN PARTICULAR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



9. Installation and Start-up. Unless otherwise stipulated, installation and start-up shall be the sole responsibility of the Purchaser. In the event Purchaser has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity and shall have no responsibility for the quality of workmanship of the installation. In any event, the Purchaser shall furnish, at customer's expense, all necessary foundations, supplier, labor, and facilities which might be required to install and operate the Equipment.

10. Cancellation. No order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Purchaser, Purchaser shall, within thirty days of such cancellation, pay Seller a cancellation fee which shall include all costs and expenses incurred by Seller, prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all labor and overhead expended by Seller in the preparation of the Equipment prior to the cancellation plus an amount equal to 15% of the aggregate of all the foregoing.

11. Specifications. Changes in specifications requested by Purchaser are subject to approval in writing by Seller. In the event such changes are approved, the price for the Equipment and the delivery schedule shall be changed to reflect such changes.

12. Drawings. All drawings are the property of Seller. Seller does not supply detail or shop working drawings of the Equipment. General assembly, installation and parts lists necessary for erection and maintenance will be supplied.

13. Assignment. No right or interest in this contract shall be assigned by Purchaser without the written permission and consent of Seller, and no delegation shall be wholly void and totally ineffective for all purposes.

14. Alterations, Interpretations and Definitions. This contract shall be governed by and construed in accordance with the laws of Massachusetts and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Waiver by Seller of a breach by Purchaser of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. Any term used in this contract which is not defined herein shall have the same definition as that contained in the Massachusetts Uniform Commercial Code.* As used in this agreement, the term "Seller" shall at all times refer to North American Filtration of MA, Inc d/b/a Sanborn Technologies.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/05/24	AGENDA ITEM: 4.D. WR - Project Partnership Agreement (PPA) with the Department of the Army for Increment 1 of system improvements at Central Water Reclamation Facility (WRF) (Resolution 62-23, approved 06/20/2023)
DATE PREPARED: 02/28/24	DISTRICT NO.: 1, 3
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Agreement between the Department of the Army and City of Buckeye for Design and Construction Assistance for the Buckeye Central Water Reclamation Facility Improvements Project Buckeye, Arizona; and authorizing the City Manager to execute and deliver the Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

On June 20, 2023, the City Council approved Resolution 62-23 authorizing the City Manager to execute and deliver a Project Partnership Agreement between the United States Army, Corps of Engineers (USACE) and the City, in connection with financial assistance for the Central WRF Improvements. The USACE LA district has been modifying and improving the process to accommodate water and wastewater projects in Arizona as this new project type was recently added into their existing 595 program. As a result, the USACE review team made modifications to the cost allocation table and the PPA to include an increase in the not to exceed project total cost. This increase includes a 10% administrative budget increase, technical reviews, and permit costs. The increase in the total project budget would expend the full \$2,250,000 congressional earmark awarded to the City of Buckeye for improvements at the Central WRF.

The scope of work for Increment 1 includes the following:

- Completion of the rehabilitation of Basin C
- Improvements to the Effluent Pump Station
- Improvements to Basins A & B
- Improvements to the facility's Influent Pump Station

The project reimbursement allocation percentages as between the parties remain the same, as reflected in Resolution 62-23. The percentages are as follows: USACE - 75% (NTE \$2,250,000); City of Buckeye 25% (NTE \$750,000).

BENEFITS:

Approval of the Agreement will allow the Water Resources Department to complete critical rehabilitation projects that increase the WRF's resiliency during a 100-year storm event.

FUTURE ACTION:

Following the completion of Increment 1, additional assessments of the Central WRF's stormwater

resiliency will be conducted. Possible future increments of work will be developed as separate scopes of work, which will specify the amount of federal funds available and will be brought to the Council for consideration and action.

FINANCIAL IMPACT STATEMENT:

This Project Partnership Agreement establishes a 75% USACE / 25% City of Buckeye cost share, as reflected in Resolution 62-23. The PPA requires the City to administer the project and request quarterly reimbursement from the USACE for completed tasks. The project total cost for Increment 1, defined by the project scope cost allocation table is not to exceed \$3,000,000. The USACE 75% cost share will not exceed \$2,250,000 and the City of Buckeye's share of 25% is not to exceed \$750,000.

CURRENT FISCAL YEAR TOTAL COST:

\$3,000,000

BUDGETED:

Yes

FISCAL YEAR:

FY24

FUND/DEPARTMENT:

4001

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

ATTACHMENTS:

[Partnership Agreement-Buckeye_Central_WRF-13Feb2024.pdf](#)

[Scope_of_Work-595-Buckeye_Central_WRF-23Oct2023.pdf](#)

[Map - Central WRF.pdf](#)

[Updated Cost Allocation Table Central WRF.pdf](#)

[Partnership Agreement -Buckeye_Central_WRF-Redline.pdf](#)

[Resolution No. 62-23.pdf](#)

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF BUCKEYE
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
BUCKEYE CENTRAL WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT
BUCKEYE, ARIZONA

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Los Angeles District (hereinafter the “District Commander”) and the City of Buckeye (hereinafter the “Non-Federal Sponsor”), represented by its City Manager.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Arizona, Idaho, Montana, rural Nevada, New Mexico, rural Utah, and Wyoming, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter “Section 595”);

WHEREAS, the District Commander has determined that the non-Federal project for Buckeye’s Central Water Reclamation Facility (WRF) at Buckeye, Maricopa County, Arizona is eligible for design and construction assistance under Section 595;

WHEREAS, the design and construction assistance for the non-Federal project pursuant to this Agreement will be provided for increment(s) of work, as defined in Article I.A. of this Agreement, undertaken by the Non-Federal Sponsor;

WHEREAS, Section 595(e)(3) provides that the Federal share of costs under each agreement entered into under Section 595 shall be 75 percent, which may be in the form of reimbursements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Scope of Work, and approved by the South Pacific Division Commander. The initial increment of work consists of improvements/upgrades to the facility’s effluent pipeline infrastructure and pump system, repairing/replacing basin electrical components and replacement of a secondary bar screen including SCADA programming and related electrical work to increase the facility’s capacity and resiliency, as generally described in the Scope of Work for City of Buckeye Central Water Reclamation Facility Improvements Project, Buckeye, Maricopa County, Arizona, dated September 21, 2023 and approved by the South Pacific Division Commander on February 13, 2024. Each additional increment of work, if any, will be described in a separate Scope of Work, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Scope of Work, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Non-Federal Sponsor’s eligible pre-Scope of Work design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, preparing Scopes of Work, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor’s eligible costs of engineering, design, construction, and supervision and administration; the Non-Federal Sponsor’s eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Scope of Work design work” means the design work performed by the Non-Federal Sponsor prior to approval of the Scope of Work for that increment of work that the Government determines was accomplished in a satisfactory manner and is integral to the increment of work.

G. The term “betterment” means a difference in the design or construction of an element of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. The amount of Federal funds available for each increment of work is limited to the amount identified in the Scope of Work for that increment of work. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount, and such excess costs shall not be eligible for credit or reimbursement or included in the construction costs for cost-sharing purposes. For the initial increment of work, the Federal funds available are limited to \$2,250,000.00.

B. The Non-Federal Sponsor shall design and construct each increment of work in accordance with all requirements of applicable Federal laws and implementing regulations and the following paragraphs. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.C.

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work for an increment of work, including relevant plans and specifications, at intervals determined by the Government in coordination with the Non-Federal Sponsor, and related contract solicitations, prior to the Non-Federal Sponsor’s issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed for an increment of work, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for that increment of work or commence construction of that increment of work using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of each increment of work and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of each increment of work at no cost to the Government.

5. Upon completion of design for each increment of work, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain each increment of work at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor for an increment of work are eligible for inclusion in construction costs. If the Non-Federal Sponsor incurred costs for pre-Scope of Work design work for an increment of work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of an increment of work, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of that increment of work. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice for that increment of work, unless an extension is requested by Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of an increment of work are completed prior to initiation of construction on that increment of work. For each increment of work, the Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of an increment of work. Further, the Government shall perform a final inspection to verify satisfactory completion of an increment of work.

E. For each increment of work, the Government shall be responsible for 75 percent of construction costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in construction costs. To the maximum extent practicable, within 30 days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for costs for each invoice by taking 75 percent of the Non-Federal Sponsor's eligible costs, less 25 percent of the costs incurred by the Government during that

same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in construction costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended, prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of an increment of work, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government and Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions,

including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government and Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of each increment of work.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of an increment of work, within 15 calendar days of such discovery, the Non-Federal Sponsor, in addition to providing any other notice required by applicable law, shall provide written notice to the Government. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities on that increment of work shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsor, without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work shall be determined in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs the value of required real property interests acquired from private owners after the date of approval of the Scope of Work for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in construction costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Scope of Work for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the construction costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in acquiring required real property interests from private owners for an increment

of work after the date of approval of the Scope of Work for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Scope of Work and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs eligible costs of required relocations performed by the Non-Federal Sponsor after approval of the Scope of Work for an increment of work.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Arizona would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in construction costs for an increment of work eligible costs of the design and construction work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work, and eligible costs of pre-Scope of Work design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Scope of Work design work is expressed as fixed costs plus a percentage of the construction costs for the increment of work, the Non-Federal Sponsor shall renegotiate such costs with its contractor based on actual costs.

b. The following costs are not eligible for inclusion in construction costs for an increment of work: interest charges, or any adjustment to reflect changes in price levels between the time the design or construction work is completed; pre-Scope of Work design work previously reimbursed under another agreement; design or construction work obtained at no cost to the Non-Federal Sponsor; costs that exceed the Government's estimate of the cost for such design and construction work; or any construction work initiated on an increment of work prior to completion of environmental compliance for such work.

4. Permit Work. The Government shall include in construction costs for an increment of work eligible costs of permit work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design, construction, operation and maintenance of the increment of work, including the permits necessary for construction, operation, and maintenance of the increment of work on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of an increment of work in construction costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act) The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of an increment of work in construction costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Scope of Work design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$ 3,000,000.00, with the amount of Federal funds available for such work limited to \$ 2,250,000.00. Costs incurred by the Government for the initial increment of work are projected to be \$ 272,730.00. Costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$ 2,727,270.00, which includes eligible design and construction work after the effective date of this Agreement projected to be \$ 0.00, eligible pre-Scope of Work design work projected to be \$ 0.00, eligible real property interests projected to be

\$ 0.00, eligible relocations projected to be \$ 0.00, and eligible permit work projected to be \$ 5,000.00. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$ 1,977,270.00. The Scope of Work for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available.

C. After the Non-Federal Sponsor has provided its final invoice to the Government for an increment of work, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for that increment of work. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Los Angeles (L1)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design and construction assistance. If the Government determines that the Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of such work, at no cost to the Government and without credit or reimbursement.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
City Manager
City of Buckeye
530 E Monroe Avenue
Buckeye, AZ 85326

If to the Government:
District Commander
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Blvd
Los Angeles, CA 90017

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF BUCKEYE

BY: _____
Andrew J. Baker
Colonel, U.S. Army
District Commander

BY: _____
Daniel Cotterman
Buckeye City Manager

DATE: _____

DATE: _____

Design & Construction Scope of Work

The Buckeye Central Water Reclamation Facility Improvements

September 21, 2023

Purpose

The purpose of this Scope of Work is to provide redundancy and resiliency to the wastewater treatment process at the Central Beloit Wastewater Reclamation Facility through equipment replacement. The project being considered for implementation under the authority of Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended, is located in the City of Buckeye, Maricopa County, Arizona. The initial increment of work consists of rehabilitation of an existing 1.5 million gallons of influent wastewater treatment basin and improvements to its effluent pump station.

Background

The City of Buckeye is a suburb of the Phoenix metropolitan area and home to approximately 100,000 residents. The Central Wastewater Reclamation Facility (WRF), constructed in 1995, is the first reclamation facility built and operated in the city.

The City of Buckeye entered a study with the Army Corps of Engineers in 2017, where it was determined the indirect impacts of a flood event include the disruption of service due to electrical and process failure. The overall resiliency of the plant in the event of a 100-year flood event can be dramatically improved through a phased plan of non-structural improvements to the aging equipment, including the possible relocation and elevating of critical electrical or mechanical equipment above flood waters at the WRF for continuity of service during a flood event. This would also consist of floodproofing similar to waterproofing, preventing floodwaters from damaging critical electrical or mechanical equipment. The city would also include updating Supervisory Control and Data Acquisition (SCADA) systems and rehabilitating processing basins to ensure maximum operating efficiency.

Project Summary

The initial increment of work will consist of critical elements identified to help quickly bring the Central Beloit WRF back online in a 100-year flood event. This project will significantly improve the facility's chances of not being susceptible to a flood event and, if impacted, will increase the facility's ability to quickly return processing equipment online as designed and permitted to begin the recovery process. The first increment of work is summarized as follows:

Initial Increment of Work Summary

- Pre-Installation Activities
- Installation Activities
- Administration & Monitoring

Detailed Breakdown:

- Pre-installation activities will consist of completion of the rehabilitation of Basin "C," development of the scope of work for the rehabilitation and upgrade of the effluent pump station, installation of the secondary influent bar screen, and assessment and repair of Basins "A & B."
- Installation activities will require the following: Installation of new return-activated sludge (RAS) and waste-activated sludge (WAS) pumps, installation of a new electrical duct bank for the current and future treatment basins, SCADA programming upgrades for operational control of Basin "C," rehabilitation of the effluent pump station's pipe infrastructure, pumping and operating systems, installation of a secondary influent bar screen for redundancy of operations to also SCADA programming for operational control, electrical and motor control systems.
- Administration and monitoring, if necessary, will consist of the following: Assistance with Davis-Bacon reporting requirements by a third-party contracted organization.

Real Estate

The City of Buckeye owns the property and has secured all rights-of-way to the proposed project. Land acquisition costs are not anticipated.

Coordination

Before finalizing the design plans & specifications, the City of Buckeye intends to coordinate with the US Army Corps of Engineers (USACE) for a technical review and applicable environmental laws and regulation compliance confirmation by USACE.

Project Cost Estimate

The Total Project Cost estimated costs for the components can be seen in the below table.

		Cost Breakdown	
Costs Incurred by the Non-Federal Sponsor	Total Costs	Federal Partner	Non-Federal Sponsor
Design & Construction Costs: Projected Costs incurred after PPA execution	\$2,722,270	\$2,041,703	\$680,568
Pre-Scope of Work Design Costs: Projected Costs incurred prior PPA execution	\$0	\$0	\$0
Real Property Interest Projected Costs	\$0	\$0	\$0
Relocations Projected Costs	\$0	\$0	\$0
Permitting Work Projected Costs	\$5,000	\$3,750	\$1,250
Non-Federal Sponsor Total Projected Costs	\$2,727,270	\$2,045,453	\$681,818
Costs Incurred by the Federal Government			
Coordination, Management, Technical, NEPA	\$272,730	\$204,548	\$68,183
Aggregated subtotal	\$3,000,000	\$2,250,000	\$750,000
Total Project - Performance Share	\$3,000,000	\$2,250,000	\$750,000
Theoretical Share (75% / 25%)		\$2,250,000	\$750,000

Non-Federal Sponsor Financing Capability

The City of Buckeye has procured Capital Improvement Project (CIP) construction funding through its annual fiscal year operating budget and will use these funds towards this project.

Environmental Compliance

The applicable environmental requirements for this project are being coordinated to obtain a Category Exclusion for this 595 project.

The costs for compliance with the above clearances have been included in the Total Project Cost table.

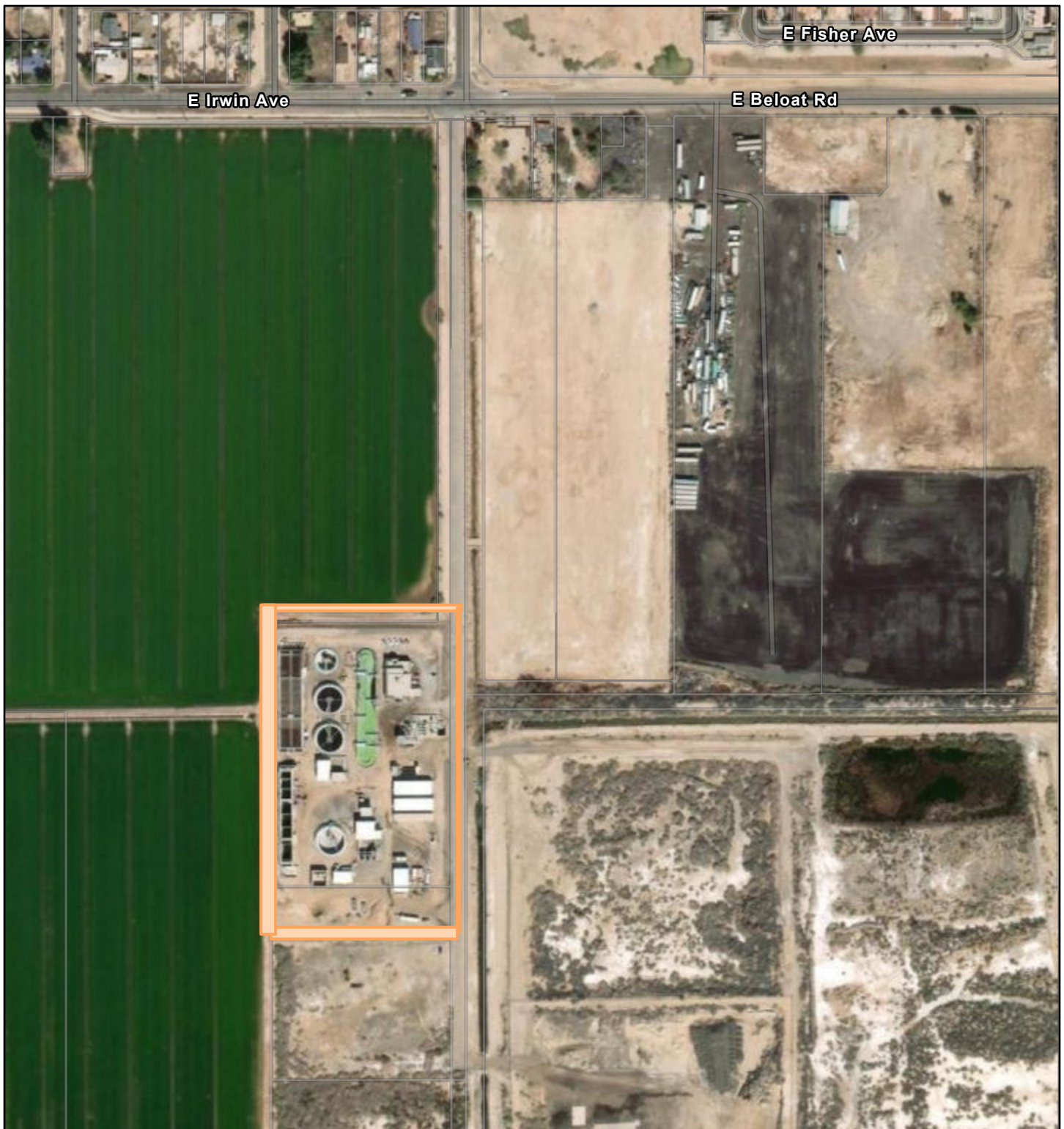
Project Milestone Schedules

Proposed Project Schedule

Task	Activities	Target Date
Initial Increment		
NFS acknowledges Model PPA	Willing to sign PPA	June 20, 2023 (a)
PPA execution	NFS & USACE signs PPA	February 2024
NFS Coordination with USACE	Prior to Construction Start	March 2024
Environmental Submission to USACE	NEPA Completion	April 2024
Compliance	All relative approvals/permits	April 2024
Start Construction		May 2024
Construction Substantially Complete	As-builts, Red Zone, Turn-over	August 2025
Completion of Initial Increment		October 2025

Note: Dates above are conceptual estimates only and are subject to change

Central WRF - 7th Street & Beloit



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

 Planning Area
 Parcels

1:4,514
 0 0.03 0.06 0.12 mi
 0 0.05 0.1 0.2 km

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.

Buckeye Central - First Increment

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Allocation Table

22-Nov-23

Costs Incurred by the Non-Federal Sponsor	Total Costs	Cost Breakdown		
		Federal Partner	Non-Federal Sponsor	Non Cost shared*
Design & Construction Costs: Projected Costs incurred after PPA execution	\$2,722,270	\$2,041,703	\$680,568	
Pre-Scope of Work Design Costs: Projected Costs incurred prior PPA execution	\$0	\$0	\$0	
Real Property Interest Projected Costs	\$0	\$0	\$0	
Relocations Projected Costs	\$0	\$0	\$0	
Permitting Work Projected Costs	\$5,000	\$3,750	\$1,250	
Non-Federal Sponsor Total Projected Costs	\$2,727,270	\$2,045,453	\$681,818	\$0
Costs Incurred by the Federal Government				
Coordination, Management, Technical, NEPA	\$272,730	\$204,548	\$68,183	
Aggregated subtotal	\$3,000,000	\$2,250,000	\$750,000	\$0
Total Project - Performance Share	\$3,000,000	\$2,250,000	\$750,000	
Theoretical Share (75% / 25%)		\$2,250,000	\$750,000	
Difference (Δ)		\$0	\$0	

Remarks:

Construction costs, including contracting costs during bidding & contract award, construction management and administration/monitoring throughout construction phase.
Eligible costs for Pre-Scope of Work design activities supporting the Final Design & Spec
Eligible costs of required real property interests acquired from private owners after the date of approval of the Scope of Work
Eligible costs of required relocations performed by the Non-Federal Sponsor after approval of the Scope of Work
Eligible costs necessary to obtain all permits and licenses necessary for design, construction, operation and maintenance of the initial increment of work

10% of Cell C9 includes Coordination prior to PPA execution (\$25k), NEPA efforts (\$40k), Technical Reviews (\$15k), Project Management throughout Increment of Work

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First Increment - by Year	Cumulative	FY 2023	FY 2024	FY 2025
Budget Allocation Estimate Date				
Design & Construction Projected Costs	\$ 2,722,270	\$ -	\$ 1,500,000	\$ 1,222,270
Pre-Scope of Work Projected Costs	\$ -	\$ -	\$ -	\$ -
Real Property Interest Projected Costs	\$ -	\$ -	\$ -	\$ -
Relocation Projected Costs	\$ -	\$ -	\$ -	\$ -
Permitting Work Projected Costs	\$ 5,000	\$ -	\$ 5,000	\$ -
Federal Review & Coordination	\$ 272,730	\$ 25,000	\$ 150,000	\$ 97,730
Contingency (Other)	\$ -	\$ -	\$ -	\$ -
Contingency (Corps)	\$ -	\$ -	\$ -	\$ -
FY TOTAL	\$ 3,000,000	\$ 25,000	\$ 1,655,000	\$ 1,320,000

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF BUCKEYE
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
BUCKEYE CENTRAL ~~WASTEWATER TREATMENT~~ WATER RECLAMATION
FACILITY IMPROVEMENTS PROJECT
BUCKEYE, ARIZONA

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THIS AGREEMENT is entered into this ____ day of _____, _____, by
and between the Department of the Army (hereinafter the "Government"), represented by the
District Commander for Los Angeles District (hereinafter the "District Commander") and the
City of Buckeye (hereinafter the "Non-Federal Sponsor"), represented by its City of Buckeye
City Manager, Daniel Cotterman.

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WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance
for publicly owned, non-Federal water-related environmental infrastructure and resource
protection and development projects in Arizona, Idaho, Montana, rural Nevada, New Mexico,
rural Utah, and Wyoming, including projects for wastewater treatment and related facilities,
water supply and related facilities, and surface water resource protection and development
pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53,
as amended (hereinafter "Section 595");

WHEREAS, the District Commander has determined that the non-Federal project for
~~wastewater treatment improvements~~ Buckeye's Central Water Reclamation Facility (WRF) at
Buckeye, Maricopa County, Arizona is eligible for design and construction assistance under
Section 595;

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WHEREAS, the design and construction assistance for the non-Federal project pursuant
to this Agreement will be provided for increment(s) of work, as defined in Article I.A. of this
Agreement, undertaken by the Non-Federal Sponsor;

WHEREAS, Section 595(e)(3) provides that the Federal share of costs under each
agreement entered into under Section 595 shall be 75 percent, which may be in the form of
reimbursements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and
capability to perform in accordance with the terms of this Agreement and acknowledge that this
Agreement shall be enforceable in the appropriate district court of the United States.

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NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Scope of Work, and approved by the ~~District~~South Pacific Division Commander. The initial increment of work consists of ~~critical elements identified to help bring safety and reliability to Buckeye Central Water Reclamation Facility. The initial work increment consists of upgrading improvements/upgrades to~~ the facility’s effluent pipeline infrastructure and pump system, ~~repair/replace~~repairing/replacing basin electrical components and replacement of a secondary bar screen including SCADA programming and related electrical work to increase the facility’s capacity and resiliency, as generally described in the Scope of Work for ~~the City of Buckeye~~ Central Water Reclamation Facility Improvements Project, Buckeye, Maricopa County, Arizona, dated May 17September 21, 2023 and approved by the South Pacific Division Commander on February 13, 2024. Each additional increment of work, if any, will be described in a separate Scope of Work, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Scope of Work, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Non-Federal Sponsor’s eligible pre-Scope of Work design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, preparing Scopes of Work, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor’s eligible costs of engineering, design, construction, and supervision and administration; the Non-Federal Sponsor’s eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

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D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Scope of Work design work” means the design work performed by the Non-Federal Sponsor prior to approval of the Scope of Work for that increment of work that the Government determines was accomplished in a satisfactory manner and is integral to the increment of work.

G. The term “betterment” means a difference in the design or construction of an element of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. The amount of Federal funds available for each increment of work is limited to the amount identified in the Scope of Work for that increment of work. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount, and such excess costs shall not be eligible for credit or reimbursement or included in the construction costs for cost-sharing purposes. For the initial increment of work, the Federal funds available are limited to ~~\$ 1,777,2612,250,000.00.~~

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B. The Non-Federal Sponsor shall design and construct each increment of work in accordance with all requirements of applicable Federal laws and implementing regulations and the following paragraphs. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.C.

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work for an increment of work, including relevant plans and specifications, at intervals determined by the Government in coordination with the Non-Federal

Sponsor, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed for an increment of work, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for that increment of work or commence construction of that increment of work using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of each increment of work and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of each increment of work at no cost to the Government.

5. Upon completion of design for each increment of work, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain each increment of work at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor for an increment of work are eligible for inclusion in construction costs. If the Non-Federal Sponsor incurred costs for pre-Scope of Work design work for an increment of work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of an increment of work, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of that increment of work. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice for that increment of work, unless an extension is requested by Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of an increment of work are completed prior to initiation of construction on that increment of work. For each increment of work, the Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of an increment of work. Further, the Government shall perform a final inspection to verify satisfactory completion of an increment of work.

E. For each increment of work, the Government shall be responsible for 75 percent of construction costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in construction costs. To the maximum extent practicable, within 30 days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for costs for each invoice by taking 75 percent of the Non-Federal Sponsor's eligible costs, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in construction costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended, prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of an increment of work, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be

solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

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ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE
WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government and Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government and Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of each increment of work.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of an increment of work, within 15 calendar days of such discovery, the Non-Federal Sponsor, in

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addition to providing any other notice required by applicable law, shall provide written notice to the Government. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities on that increment of work shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsor, without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work shall be determined in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs the value of required real property interests acquired from private owners after the date of approval of the Scope of Work for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in construction costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

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(1) **Date of Valuation.** The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Scope of Work for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

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(2) Except for real property interests acquired through eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the construction costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. **Eminent Domain Procedure.** For real property interests acquired by eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. **Waiver of Appraisal.** Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor

must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in acquiring required real property interests from private owners for an increment of work after the date of approval of the Scope of Work for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Scope of Work and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs eligible costs of required relocations performed by the Non-Federal Sponsor after approval of the Scope of Work for an increment of work.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Arizona would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in construction costs for an increment of work eligible costs of the design and construction work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work, and eligible costs of pre-Scope of Work design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate

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documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Scope of Work design work is expressed as fixed costs plus a percentage of the construction costs for the increment of work, the Non-Federal Sponsor shall renegotiate such costs with its contractor based on actual costs.

b. The following costs are not eligible for inclusion in construction costs for an increment of work: interest charges, or any adjustment to reflect changes in price levels between the time the design or construction work is completed; pre-Scope of Work design work previously reimbursed under another agreement; design or construction work obtained at no cost to the Non-Federal Sponsor; costs that exceed the Government's estimate of the cost for such design and construction work; or any construction work initiated on an increment of work prior to completion of environmental compliance for such work.

4. Permit Work. The Government shall include in construction costs for an increment of work eligible costs of permit work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design, construction, operation and maintenance of the increment of work, including the permits necessary for construction, operation, and maintenance of the increment of work on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of an increment of work in construction costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act) The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of an increment of work in construction costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Scope of Work design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$ ~~2,369,6823,000,000.00~~, with the amount of Federal funds available for such work limited to \$ ~~1,777,2612,250,000.00~~. Costs incurred by the Government for the initial increment of work are projected to be \$ ~~91,141272,730.00~~. Costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$ ~~2,278,540727,270.00~~, which includes eligible design and construction work after the effective date of this Agreement projected to be \$ 0.00, eligible pre-Scope of Work design work projected to be \$ 0.00, eligible real property interests projected to be \$ 0.00, eligible relocations projected to be \$ 0.00, and eligible permit work projected to be \$ ~~95,000.00~~. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$ ~~1,777,261977,270.00~~. The Scope of Work for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available.

C. After the Non-Federal Sponsor has provided its final invoice to the Government for an increment of work, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for that increment of work. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Los Angeles (L1)" -to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design and construction assistance. If the Government determines that the Federal funds available for an increment of work will be

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exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of such work, at no cost to the Government and without credit or reimbursement.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to

be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Manager
City of Buckeye
City Manager, Daniel Cotterman
530 E Monroe Avenue
Buckeye, AZ 85326

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If to the Government:

District Commander
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Blvd
Los Angeles, CA 90017

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B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

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DEPARTMENT OF THE ARMY

~~NON-FEDERAL SPONSOR - CITY OF BUCKEYE~~

BY: _____ BY: _____

~~Julie A. Balten~~

~~Andrew J. Baker~~

Daniel Cotterman

Colonel, U.S. Army

District Commander

~~City of~~ Buckeye City Manager

DATE: _____

DATE: _____

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RESOLUTION NO. 62-23

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR DESIGN AND CONSTRUCTION ASSISTANCE FOR WASTEWATER TREATMENT IMPROVEMENTS AT THE CENTRAL WATER RECLAMATION FACILITY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye (“City”) has identified improvement projects to the Central Water Reclamation Facility that are eligible for Federal financial assistance pursuant to Section 595 of the Water Resources Development Act of 1999 and requested financial assistance from the Department of the Army; and,

WHEREAS, the District Commander, Los Angeles District, United States Army Corps of Engineers, has determined that the proposed wastewater treatment improvements at the Central Water Reclamation Facility outlined in the approved Scope of Work are eligible for design and construction assistance of 75% under Section 595, which assistance may be in the form of reimbursements.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Agreement for Design and Construction Assistance for the Buckeye Central Wastewater System Improvements by and between the City and the Department of the Army and accompanying Scope of Work are hereby approved in substantially the form and substance on file with the City Clerk and incorporated herein by reference.

Section 3. The City Manager is hereby authorized to execute and deliver the Agreement, and the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 20th day of June 2023.



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: 03/05/24	AGENDA ITEM: 4.E. WR - First Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline
DATE PREPARED: 02/28/24	DISTRICT NO.:
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the First Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline between the City of Buckeye (COB), City of Goodyear (COG), and Arizona Public Service Company (APS) in its capacity as co-owner and operating agent for Palo Verde Generating Station (PVGS); and authorize the City Manager to execute said Amendment on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

In July 2022, council approved CAR #1145 for the agreement between APS, Goodyear, and Buckeye to accept brine into PVGS' water reclamation supply system (WRSS) pipeline. The Agreement provided for an enhanced evaporation pilot test and associated analysis using equipment from two different manufacturers, the development of designs that identify the equipment and sizing of infrastructure needed to allow Goodyear and Buckeye to deliver brine to the PVGS while mitigating the impacts of the introduction of the poor-quality water and cost estimates for necessary improvements. This work is referred to as the "PVGS Work." This Agreement was revised, and the revised Agreement was approved by the City on August 16, 2022.

Some of the work included in the original scope of work has been completed and \$474,167 from the approved \$1,000,000 project cost was paid from the FY23 and FY24 budgets. The Parties (APS, Goodyear, and Buckeye) now seek to amend the original scope of work, as well as correct a scrivener's error in the original agreement. Staff is requesting approval of \$1,248,700 to pay the remainder of Buckeye's 50% share in FY24.

BENEFITS:

This project offers Buckeye the ability to dispose of RO brine discharge (rejected and unusable water) from the water treatment process to the WRSS rather than having to manage the brine ourselves or discharging it to the sewer system. The WRSS pipeline is located conveniently and will be an ideal discharge point for RO discharge water.

FUTURE ACTION:

When the city is ready to discharge its brine waste stream to APS, additional Council actions will be requested by staff for the installation of the final pieces of equipment at the PVGS and operational agreements with APS.

FINANCIAL IMPACT STATEMENT:

In FY24, Water Resources allocated \$750,000, approximately \$462,000 remains committed to this project. As part of the FY25 CIP Budget, Water Resources will request the remaining \$775,000 for the completion of the work identified in the first amendment.

BUDGETED:

Yes

FISCAL YEAR:

FY24

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

ATTACHMENTS:

[AMD APS Brine \(2.22.24 rev\) Final.pdf](#)

**First Amendment to the Agreement
Regarding Collaborative Efforts to Accept Municipal Brackish Water
into the Water Reclamation Supply System Pipeline**

This First Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the "First Amendment") is entered between Arizona Public Service Company, an Arizona corporation ("APS"), in its capacity as co-owner and operating agent for Palo Verde Generating Station ("PVGS"), the City of Goodyear ("Goodyear"), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye ("Buckeye"), a municipal corporation formed under the laws of the state of Arizona (collectively, APS, Goodyear, and Buckeye are referred to hereafter as the "Parties").

Whereas, the Parties entered into that certain Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline in August 2022 (the "Agreement").

Whereas, the Parties desire to complete additional pre-operational activities as a part of the Agreement prior to entering agreements to incorporate construction costs for the project and a long-term operational agreement contemplated in the Agreement. These additional pre-operational activities either require system outages or involve material challenges that require an amendment to the Agreement.

Therefore, in accordance with the provisions of Section 13 of the Agreement and in reliance on the commitments and obligations set forth herein, the Parties agree to amend the Agreement as follows:

- (1) Section 1 of the Agreement is hereby amended by adding the following subsection (d):
 - d. Construction: APS will provide or procure construction services to support the Work described in Attachment C (Additional Scope of Work), as applicable.
- (2) Section 2 (Design Development) of the Agreement is hereby amended by adding subsection (g) as follows:
 - g. Additional Scope of Work as set forth in Attachment C ("Additional Scope of Work"), which is attached hereto and incorporated herein by this reference.
- (3) Section 3 (Payment of Invoices) of the Agreement is hereby amended to read as follows:
 3. Payment of Invoices. APS shall invoice the Municipalities for the actual cost of the Work as it is incurred. The invoice shall split the costs between the Municipalities

equally unless otherwise provided in this Agreement. Notwithstanding the foregoing, if either Buckeye or Goodyear terminates its participation in this Agreement pursuant to Section 11, APS shall invoice the remaining Municipal Party 100 % of the actual cost of the Work performed after the termination. The Parties agree that the Terms and Conditions provided below shall govern the performance of any and all Work, cost reimbursement, payment, or other activities contemplated or governed by this Agreement.

- (4) Subsection (a) of Section 8 (Price and Payment) of the Agreement is hereby amended to read as follows:

(a) As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement. APS represents that it will not accept double recovery for any of the Work performed under this Agreement. Except as otherwise provided in the Agreement, the Municipalities will each pay 50% of the actual cost of the Work. As set forth on Table D, Attachment A, the total cost of the Work under this Agreement shall not exceed \$1,722,867 for Buckeye. The total cost of the Work under this Agreement shall not exceed \$3,000,000 for Goodyear. In the case that the total cost of Work is expected to exceed either \$3,000,000 for Goodyear or \$1,722,867 for Buckeye, the Parties may negotiate an amendment to the Agreement pursuant to Section 13.

- (5) Subsection (b) of Section 8 (Price and Payment), is hereby amended to read as follows:

(b) Estimated Price of Goods and Services. Price estimates are provided in Attachment A, and the total cost of the Work under the Agreement is estimated to be \$ 3,072,034.

- (6) Subsection (c) of Section 8 (Price and Payment) is hereby amended to read:

(c) Invoicing. APS shall invoice Goodyear for the full costs of the Work described in Section 1 and 2 of Attachment C (Additional Scope of Work). For all other Work performed under the Agreement, APS shall submit invoices to the Municipalities billing each Municipal Party 50% of the cost of the Work performed. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by the Service Provider. Invoices must be submitted to:

City of Goodyear
Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

City of Buckeye
Water Resources Accounts Payable
21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326

- (7) To correct a scrivener's error, the Agreement is hereby amended as follows to correct the section numbers and headings:

Section 11 (Termination) is hereby inserted following paragraph b in Section 10 (New Intellectual Property).

The current Section 11 (Designated Representative and Notice) is renumbered as Section 12 (Designated Representative and Notice).

The current Section 12 (Entire Agreement, Amendments) is renumbered as Section 13 (Entire Agreement, Amendments).

The current Section 13 (Indemnification) is renumbered as Section 14 (Indemnification).

The current Section 14 (Miscellaneous) is renumbered as Section 15 (Miscellaneous)

- (8) Section 13 (Entire Agreement, Amendments) (formerly Section 12) is hereby amended to read as follows: :

13. Entire Agreement, Amendments:

Except as otherwise stated herein, this Agreement constitutes the entire agreement of the Parties with respect to its subject matter, supersedes all prior agreements, and may not be amended except in writing signed by an authorized representative of each Party. Also incorporated by reference herein are the following attachments:

- Attachment A (Estimated Costs)
- Attachment B (Confidentiality & Non-Disclosure Agreement)
- Attachment C (Additional Scope of Work)

- (9) Attachment A to the Agreement (Estimated Costs) is deleted in its entirety and replaced with the Revised Attachment A to the Agreement (Estimated Costs) attached hereto and incorporated herein by this reference.

The Agreement is hereby amended to add Attachment C (Additional Scope of Work) to the Agreement, which is hereby incorporated herein by this reference.

- (10) Section 15 (Miscellaneous) (formerly Section 14) is hereby amended to add the following:

n. Headings. The section headings contained in the Agreement and the amendments thereto are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement or any amendments thereto.

- (11) The Effective Date of this Amendment is the date on which the Amendment is executed by the last of the Parties.

- (12) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- (13) No modification to this Amendment shall be binding unless in writing and executed by all of the Parties hereto. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment has been executed by an authorized representative of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

NAME: _____
TITLE: _____

CITY OF GOODYEAR

NAME: _____
TITLE: _____

ATTEST: CITY OF GOODYEAR _____ Darcie McCracken, City Clerk	APPROVED AS TO FORM: CITY OF GOODYEAR _____ Roric Massey, City Attorney
---	---

CITY OF BUCKEYE

NAME: Dan Cotterman
TITLE: City Manager

ATTEST: CITY OF BUCKEYE _____ Lucinda Aja, City Clerk	APPROVED AS TO FORM: CITY OF GOODYEAR _____ Scott McCoy, City Attorney
---	--

**"ATTACHMENT A"
TO
AGREEMENT
ESTIMATED COSTS**

The total expected expenditure by both parties is \$3,072,034. This is the sum of Table A and the expected costs of Table B and Table C (including 25% contingency on both) below.

Table A: Approximate Shared Costs Incurred and Previously Reimbursed Through January 1, 2024

Item	Entity	Costs
Conceptual Designs	WaterWorks	\$ 253,000
Project Management & Engineering	Internal	\$ 59,500
Pilot Test (equipment)	Minetek	\$ 546,034
Pilot Test (installation)	Tiffany	\$ 36,450
Survey/analysis airborne release	Trinity Consultants	\$ 7,900
Permitting Costs (Pilot)	APS + County	\$ 7,600
Permitting Consultant (Pilot)	Trinity Consultants	\$ 36,850
Pond Samples	APS	\$ 1,000
Total		\$ 948,334

Table B: Shared Estimated Costs After January 1, 2024 (and prior to a final construction and operating agreement, anticipated August 2024)

Item	Probable Entity	2024 Pre-Operational Estimated Costs
Redhawk Return Line (RRL) Design	Burns & McDonnell	\$ 250,000
RRL Advance Procurement	Burns & McDonnell	\$ 400,000
Title V Permit Consulting	TBD	\$ 85,000
Title V Permit Fees	Maricopa County	\$ 101,200
Title V Staffing	APS	\$ 60,000
NRC Environmental Plan	APS & NRC Fees	\$ 90,000
APP Revision	APS & State	\$ 12,500
Contingency (25%)		\$ 250,000
Total		\$ 1,248,700

Table C: Costs Relating to Appendix C (Additional Scope of Work), Sections 1 and 2 (Goodyear Only)

Item	Probable Entity	2024 Pre-Operational Estimated Costs
Site 12 & Bullard Tie-in Design Documents	WaterWorks	\$ 150,000
Site 12 Construction	TBD	\$ 450,000
Redhawk Temporary Compensatory Measures	APS	\$ 100,000
Contingency (25%)		\$ 175,000
Total		\$ 875,000

Table D: Total Estimated Potential Reimbursable Costs (certain future costs appear in full in both columns in case one municipality exits the agreement early, in accordance with Section 8(a) this Agreement)

Item	Goodyear's Estimated Reimbursable Costs	Buckeye's Estimated Reimbursable Costs
Costs incurred through January 1, 2024 (Table A)*	\$ 474,167	\$ 474,167
Shared Estimated Costs After January 1, 2024 (Table B)	\$ 1,248,700	\$ 1,248,700
Costs relating to Appendix C (Additional Scope of Work), Sections 1 and 2 (Table C)	\$ 875,000	
Total	\$ 2,597,867	\$ 1,722,867

*Goodyear and Buckeye have reimbursed the costs incurred through January 1, 2024, on a 50/50 basis. Accordingly, only half of the total costs are reflected here for each entity.

**"ATTACHMENT C"
TO
AGREEMENT**

Additional Scope of Work

This Attachment provides an additional scope of work that is necessary to preserve the timeline and scope of the long-term agreement referenced within this Agreement.

1. Final design and construction of the Goodyear system tie in with the WRSS. The tie in will connect the Goodyear's Site 12 facility at a WRSS location near Cotton Lane in Goodyear during April 2024.
2. Final design and long lead time procurement for modification of the existing interface between the WRSS and Goodyear's Bullard Campus. The construction work associated with this Section 2 is anticipated to be completed in October 2024 and will be addressed under a future agreement between the Parties.
3. Continued detailed design of, and long lead time procurement for, the Redhawk to Palo Verde pipeline, which is necessary to support the continued operation of Redhawk after the introduction of Brackish Water to the WRSS. The pipeline will be used to transport excess cooling tower blowdown water from Redhawk to the Palo Verde reservoirs for reuse in the Palo Verde cooling tower system.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/05/24	AGENDA ITEM: 4.F. FIN - WaterSMART Water and Energy Efficiency Grant - Bureau of Reclamation - Toilet Replacement Rebate Program
DATE PREPARED: 02/29/24	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action to approve the submission of a \$20,000 WaterSMART Water and Energy Efficiency - Bureau of Reclamation grant application for the creation of a new toilet replacement rebate program for commercial and residential customers.

SUMMARY

PROJECT DESCRIPTION:

The Buckeye Water Resources Department seeks to expand water conservation efforts through incentivizing the replacement of old and high-gallon usage toilets with water-conserving toilets by way of a \$100 rebate per toilet replaced, three toilets maximum for residential and ten toilets maximum for commercial. The funding would support the replacement of 200 toilets within the City. The rebate will not cover installation costs, only the purchase of the new high-efficiency toilets. The grant funds this effort for two years.

BENEFITS:

The replacement of the high-gallon use toilets with new, high-efficiency toilets will save over 635,000 gallons of water per year, thereby reducing the draw on the groundwater supply and increasing water sustainability. Water sustainability benefits include but are not limited to reduced water usage, less stress on the groundwater supply, a reduced water bill for customers, and increased water conservation. A reduction in wastewater flushed down the toilet equates to a reduction in wastewater that needs to be treated at the wastewater facilities and a reduction in greenhouse gases produced by these facilities.

FUTURE ACTION:

After Buckeye has exhausted the grant funding (over two years), future funding for the toilet replacement rebate program may be requested as part of the Water Department's budget and/or application for another grant.

FINANCIAL IMPACT STATEMENT:

The Federal grant portion is \$10,000 over two years with a \$10,000 match from the City over two years.

CURRENT FISCAL YEAR TOTAL COST:

\$0

BUDGETED:

Yes

FISCAL YEAR:

2025-2027

FUND/DEPARTMENT:

Water Resources

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

ATTACHMENTS:

[Budget Narrative.docx](#)

[CAR Recap Summary AZ Toilet Rebate Program.docx](#)

[Toilet Rebate Letters of Support Signed.pdf](#)

[WaterSMART - High Efficiency Toilet Program.docx](#)

City of Buckeye Grant Proposal



City of Buckeye High Efficiency Toilet Rebate Program
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: \$20,000

Budget Narrative

The City of Buckeye (COB) is proposing the creation of a new rebate program to offer its customers. The program will offer a \$100 rebate for each standard toilet that customers replace with a high efficiency toilet. Residential customers will have a maximum eligibility of 3 toilets per household, and 10 maximum toilets eligibility for commercial customers. If awarded the \$10,000 in federal grant funds, the COB will provide a \$10,000 match (50%), totaling \$20,000 in program funds. With a \$100 rebate for each standard toilet replaced with a high efficiency toilet and a \$20,000 budget, the COB will assist customers with the replacement of 200 toilets in the community. All program funds will support the rebates provided to customers once they submit their reimbursement request and have been approved. None of the funds will be used for personnel, construction, permit fees, equipment, etc.

WaterSMART Water and Energy Efficiency Grant Application Summary Recap

Project Description:



The Buckeye Water Resources Department seeks to expand water conservation efforts through incentivizing the replacement of old and high gallon usage toilets with water conserving toilets by way of a \$100 rebate per toilet replaced, 3 toilets max for residential and 10 toilets max for commercial. The funding would support the replacement of 200 toilets within the City. The rebate will not cover installation costs, only the purchase of the new high-efficiency toilets. The grant funds this effort for two years.

Project Cost



- \$ 20,000 (Over a 2-year period)

Required Match



- \$ 10,000 (Over a 2-year period)

Grant Amount



- \$ 10,000 (Over a 2-year period)

Plans Once Grant Expires:



- After Buckeye has exhausted the grant funding (over 2 years), future funding for the toilet replacement rebate program may be requested as part of the Water Department's budget and/or apply for another grant.

Objectives and Expected Outcomes



- The replacement of the high gallon use toilets with new, high-efficiency toilets will save over 635,000 gallons of water per year, thereby reducing the draw on the groundwater supply and increasing water sustainability.
- Water sustainability benefits include but are not limited to reduced water usage, less stress on the groundwater supply, a reduced water bill for customers, and increased water conservation.
- A reduction in wastewater flushed down the toilet equates to a reduction in wastewater that needs to be treated at the wastewater facilities and a reduction in greenhouse gases produced by these facilities.

Time Period for the Grant



- FY 2025 – FY 2027

Riverwood Apartments
Apartment Complex Management
25157 W Beload Rd.
Buckeye, AZ 85326

623-300-2281

February 14, 2024

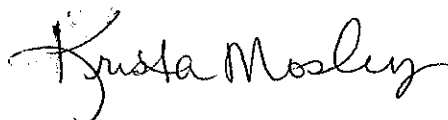
RE: Letter of Support for City of Buckeye High Efficiency Toilet Rebate Program

I am a business operator and/or resident in Buckeye, AZ.

Water conservation is a concern for the communities of Buckeye. We are supportive of the City of Buckeye's efforts to enhance and promote water conservation and improve the well-being of our community. The high efficiency toilets will save money and water.

We would like to express our support for the City of Buckeye High Efficiency Toilet Rebate Program and the related grant application to the Bureau of Reclamation at the U.S. Department of the Interior for the commencement of said rebate program.

Respectfully,


Krista Mosley

Cholla Ranch Apartments
Apartment Complex Management
316 N. Miller Rd
Buckeye, AZ 85326

623-386-2401

February 14, 2024

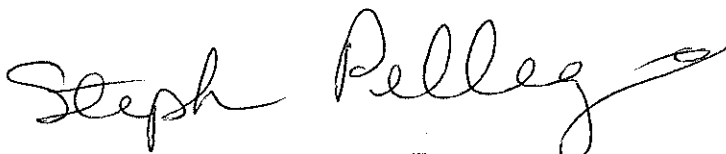
RE: Letter of Support for City of Buckeye High Efficiency Toilet Rebate Program

I am a business operator and/or resident in Buckeye, AZ.

Water conservation is a concern for the communities of Buckeye. We are supportive of the City of Buckeye's efforts to enhance and promote water conservation and improve the well-being of our community. The high efficiency toilets will save money and water.

We would like to express our support for the City of Buckeye High Efficiency Toilet Rebate Program and the related grant application to the Bureau of Reclamation at the U.S. Department of the Interior for the commencement of said rebate program.

Respectfully,


Stephanie Pellegrino
Property Manager

Sajjad Jafri
6203 S 258th Dr
Buckeye AZ 85326

February 13, 2024

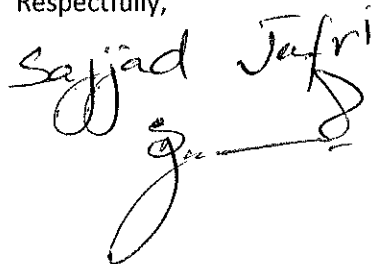
RE: Letter of Support for City of Buckeye High Efficiency Toilet Rebate Program

I am a business operator and/or resident in Buckeye, AZ.

Water conservation is a concern for the communities of Buckeye. We are supportive of the City of Buckeye's efforts to enhance and promote water conservation and improve the well-being of our community. The high efficiency toilets will save money and water.

We would like to express our support for the City of Buckeye High Efficiency Toilet Rebate Program and the related grant application to the Bureau of Reclamation at the U.S. Department of the Interior for the commencement of said rebate program.

Respectfully,

Sajjad Jafri


City of Buckeye Grant Proposal



City of Buckeye High Efficiency Toilet Rebate Program
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: \$20,000

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Executive Summary

February 14, 2024, City of Buckeye, Buckeye, Maricopa, Arizona

The City of Buckeye (City) fits into Category A, as it is a local authority with a water delivery department that services the City of Buckeye in Maricopa County, Arizona. The City intends to submit this application by February 22, 2024, for the creation of a new high-efficiency toilet replacement program. The City of Buckeye Water Department (BWD) seeks to commence a new rebate program to address water conservation efforts for residents and businesses in the community. The new rebate program will offer customers a \$100 rebate for each toilet replacement, up to 3 toilets per single-family residential customer and up to 10 toilets per business customer, once they complete the removal of old, high gallon use toilets and install new high-efficiency toilets and submit their receipts and proof of installation. BWD will not offer a rebate for installation-only of toilets. The program is projecting to save over 635,000 gallons of water per year, thereby reducing the draw on the groundwater supply and increasing water sustainability.

This proposal seeks to further address water conservation efforts through the creation of a program open to commercial facilities as well as residential customers within City limits. The City anticipates that there will be various locations throughout the City of Buckeye that will participate in the rebate program with no anticipation of serving Federal facilities. BWD will advertise these rebates to commercial and residential customers in Buckeye. Some examples of those who may benefit from these rebates are small businesses, warehouses, manufacturing facilities, apartment complexes, churches, schools, healthcare facilities, residential homes, etc. Water sustainability benefits include but are not limited to reduced water usage, less stress on the groundwater supply, a reduced water bill, and increased water conservation. These benefits support the BWD's water conservation efforts to reduce water usage. The City of Buckeye is seeking a grant award of \$10,000 with a \$10,000 local match, which totals \$20,000 for the rebate program. The \$20,000 will allow BWD to help members in the community replace approximately 200 toilets.

On average one person will flush the toilet 5 times per day, which equates to 1,825 flushes per year for one person. A single flush on a standard toilet uses 2.9 gallons, which equates to 5,293 gallons flushed per person annually.

A single flush high efficiency toilet uses 1.28 or less gallons per flush, which equates to 2,336 gallons flushed per person annually. Those who choose to voluntarily replace their standard toilet with a high efficiency single flush toilet can expect to save 1.62 gallons per flush or 2,956 gallons per year.

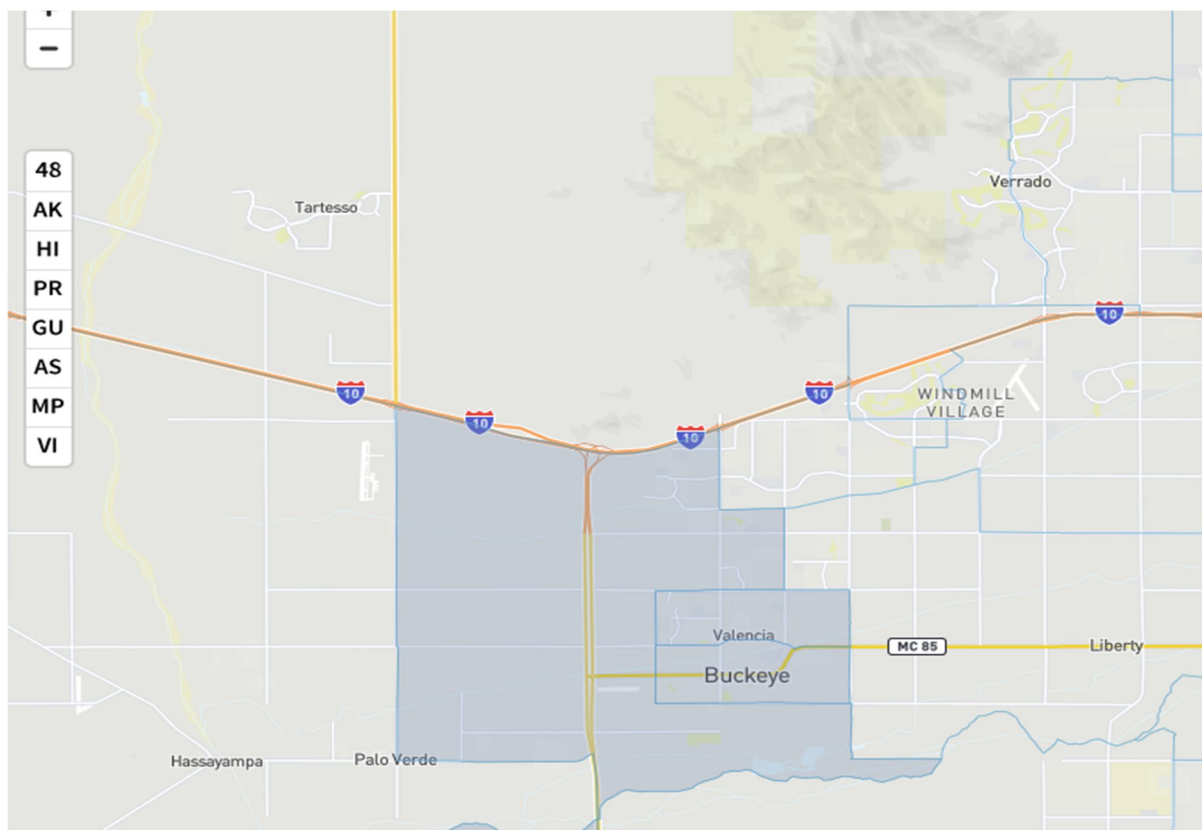
Dual flush toilets use 0.8 gallons per flush on fluid waste, which equates to 1,460 gallons flushed per person annually. For solid waste between 1.28 and 1.6 gallons are used per flush, which equates to 2,336 to 2,920 gallons per person annually. If the customer chooses to voluntarily replace their standard toilet with a dual flush toilet, the savings for fluid waste would be 2.1 gallons per flush, while the savings for solid waste would be a maximum of 1.62 gallons per flush. The combined average savings would be approximately 1.86 gallons per flush, which equates to an annual savings of 3,394 gallons per person.

With the replacement of 200 standard toilets to high efficiency toilets, the average water savings is over 635,000 gallons annually. The BWD considers these figures to be conservative as many households have more than one resident who resides in the home. Additionally, since the program is available to commercial customers as well, the toilets in these facilities will most likely be used more frequently than a residential toilet, thus resulting in increased savings. An acre foot equates to 325,851 gallons of water, and the BWD anticipates an average water savings of about 2 acre feet per year.

If awarded, the BWD seeks to commence the project upon approval, with all funds expended by 12-31-26.

Project Location

The City of Buckeye High Efficiency Toilet Rebate Program will be available to residential and commercial customers within the City of Buckeye located in Maricopa County, Arizona. Buckeye is made up of 640 square miles and has a population of approximately 120,000 people. There will be several project locations as customers throughout the City will be able to apply for the rebate once they have purchased and installed the high efficiency toilets. Below is a map of the City of Buckeye, the blue shaded areas are the federally designated historically disadvantaged communities within the City, and account for approximately 25% of the total population.



Project Description

The City of Buckeye Water Department (BWD) seeks to increase water conservation efforts by creating a new rebate program for the replacement of standard toilets with high efficiency toilets. If awarded, the rebate program will commence to include commercial customers, as well as residential customers. The new rebate program will offer customers a \$100 rebate for each toilet replacement, up to 3 toilets per single-family residential customer and up to 10 toilets per business customer, once they complete the removal of old, high gallon use toilets and install new high efficiency toilets and submit their receipts and proof of installation. The rebate program will offer residential customers a rebate of \$100 per toilet replaced, up to 3 toilets per household. And up to 10 toilets replaced for commercial customers. Customers must submit documentation, receipts, and images to prove that they have replaced their water inefficient toilets with a qualified high efficiency toilet. Qualified high efficiency toilets include single flush high efficiency toilets and dual flush high efficiency toilets. BWD will include a list of eligible toilets on their website and all promotional materials to ensure customers upgrade their toilets correctly. The rebate program will not include funds for installation only.

The City of Buckeye is seeking a grant award of \$10,000 with a \$10,000 local match, which totals \$20,000 for the rebate program for commercial facilities and residential homes. The \$20,000 will allow BWD to help members in the community replace 200 toilets.

On average one person will flush the toilet 5 times per day, which equates to 1,825 flushes per year for one person. A single flush on a standard toilet uses 2.9 gallons, which equates to 5,293 gallons flushed per person annually.

A single flush high efficiency toilet uses 1.28 or less gallons per flush, which equates to 2,336 gallons flushed per person annually. Those who choose to voluntarily replace their standard toilet with a high efficiency single flush toilet can expect to save 1.62 gallons per flush or 2,956 gallons per year.

Dual flush toilets use 0.8 gallons per flush on fluid waste, which equates to 1,460 gallons flushed per person annually. For solid waste between 1.28 and 1.6 gallons are used per flush, which equates to 2,336 to 2,920 gallons per person annually. If the customer chooses to voluntarily replace their standard toilet with a dual flush toilet, the savings for fluid waste would be 2.1 gallons per flush, while the savings for solid waste would be a maximum of 1.62 gallons per flush. The combined average savings would be approximately 1.86 gallons per flush, which equates to an annual savings of 3,394 gallons per person.

With the replacement of 200 standard toilets to high efficiency toilets, the average water savings is over 635,000 gallons annually. The BWD considers these figures to be conservative as many households have more than one resident who resides in the home.

Additionally, since the program is available to commercial customers as well, the toilets in these facilities will most likely be used more frequently than a residential toilet, thus resulting in increased savings. An acre foot equates to 325,851 gallons of water, and the BWD anticipates an average water savings of about 2 acre feet per year.

If awarded, the program intends to commence on January 2, 2025, with all funds expended by December 31, 2026.

Evaluation Criteria

Quantifiable Water Savings

On average one person will flush the toilet 5 times per day, which equates to 1,825 flushes per year for one person. A single flush on a standard toilet uses 2.9 gallons, which equates to 5,293 gallons flushed per person annually.

A single flush high efficiency toilet uses 1.28 or less gallons per flush, which equates to 2,336 gallons flushed per person annually. Those who choose to voluntarily replace their standard toilet with a high efficiency single flush toilet can expect to save 1.62 gallons per flush or 2,956 gallons per year.

Dual flush toilets use 0.8 gallons per flush on fluid waste, which equates to 1,460 gallons flushed per person annually. For solid waste between 1.28 and 1.6 gallons are used per flush, which equates to 2,336 to 2,920 gallons per person annually. If the customer chooses to voluntarily replace their standard toilet with a dual flush toilet, the savings for fluid waste would be 2.1 gallons per flush, while the savings for solid waste would be a maximum of 1.62 gallons per flush. The combined average savings would be approximately 1.86 gallons per flush, which equates to an annual savings of 3,394 gallons per person.

This is a proposed rebate program that supports the replacement of 200 standard toilets to high energy efficient toilets, the savings is estimated to be around 635,000 gallons annually. The BWD considers these figures to be conservative as many households have more than one resident who resides in the home. Additionally, the EPA states that many older toilets have leaks as the flappers inside the tank decay over time, the replacements of the flappers are typically inexpensive and easy, but many are not aware that their flappers are no longer effective at keeping a seal.

Additionally, since the program is available to commercial customers as well, the toilets in these facilities will most likely be used more frequently than a residential toilet, thus resulting in increased savings. An acre foot equates to 325,851 gallons of water, and the BWD anticipates a savings of about 2 acre feet per year.

Regarding performance measurement, once a replacement has been completed, the BWD will track future water usage for that customer and compare the new data with the old data from the same time period of the prior year, based on customers not significantly altering their water usage habits. This information will be assessed by BWD and will be reported to the Grantor.

Currently, those with standard toilets are not conserving the 2 acre feet per year as the water is flushed down the toilet. The current water loss is going to one of the four BWD water reclamation facilities to be reused by others once the water has completed its treatment. A reduction in water loss equates to a reduction in water treatment which also reduces the stresses placed on the water reclamation facilities. Additionally, the City's water portfolio is almost entirely made up of groundwater, therefore, a reduction in water usage will increase the groundwater by 2 acre feet per year and increase water sustainability benefits. Currently, there

are no known benefits associated with where the current losses are going, and the water lost is not providing additional habitat for fish or other animal species.

Renewable Energy

The BWD has four reclamation facilities that treat wastewater. A reduction in wastewater flushed down the toilet equates to a reduction in wastewater that needs to be treated at these facilities and a reduction in greenhouse gases produced by these facilities. Additionally, most toilets do not require electricity to operate properly, therefore, customers will not notice a reduction in their electricity bills, but they will notice a reduction in their water bills.

Other Project Benefits

Resilience and Sustainability Benefits

The City of Buckeye High Efficiency Toilet Rebate Program seeks to enhance drought resilience through the reduction of water use from flushing toilets. This program will increase the City's water sustainability as the groundwater supply will not be depleted as rapidly with the new high efficiency toilets in place. Additionally, the City is currently home to approximately 120,000 residents and is one of the fastest growing cities in the country. This rapid growth will cause a strain on the City's water supply and by replacing old and inefficient toilets with new and highly efficient toilets, the City's groundwater supply will see reduced supply issues and concerns. According to an article by AZ Central, Buckeye's Integrated Water Master Plan from 2017 supports population growth up to 343,000 people with its current 34,750 acre-feet per year of groundwater replenishment, and the population could grow to 466,000 with higher water conservation efforts. The increased population, droughts, and lack of rainfall (average rainfall per year for Buckeye, Arizona is 9 inches, compared to the US average of 38 inches) all present challenges for the City. Extreme temperatures in Buckeye, June through September, with 100 plus degree temperatures on most days, contribute to water evaporation. Additionally, there is not as much groundwater in the Hassayampa subbasin as was previously thought and this program will support a reduction in water usage. The BWD currently has other water conservation rebate programs that it offers its customers such as natural turf removal programs to replace natural turf with a more drought tolerant xeriscape, smart irrigation controllers that use weather sensors or collection units, and this proposed program. The project will directly result in more efficient management of the water supply as less of the water supply will be used. The anticipated 2 acre-feet per year that will be saved if the program is awarded will remain in the groundwater supply.

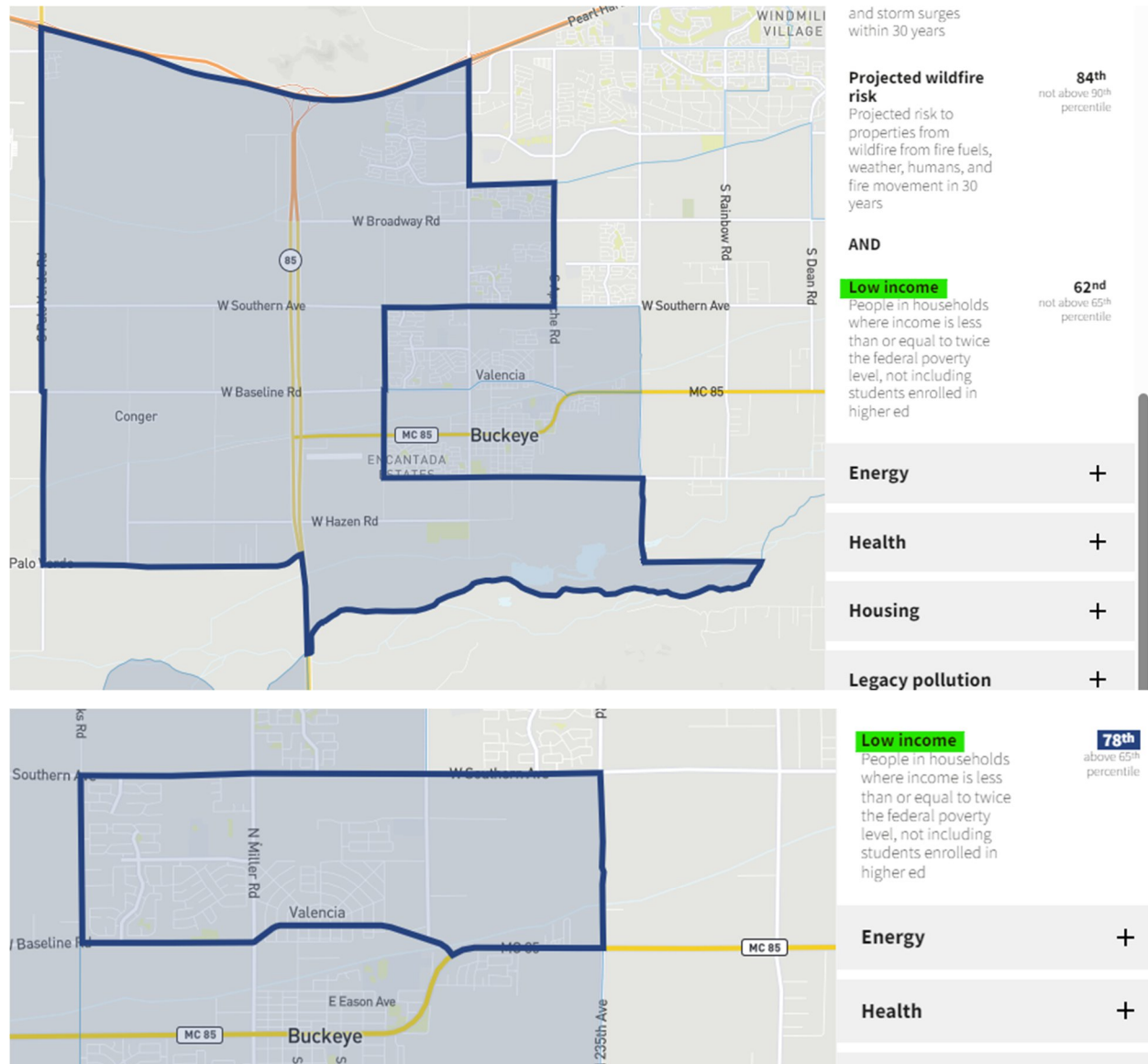
Ecological Benefits

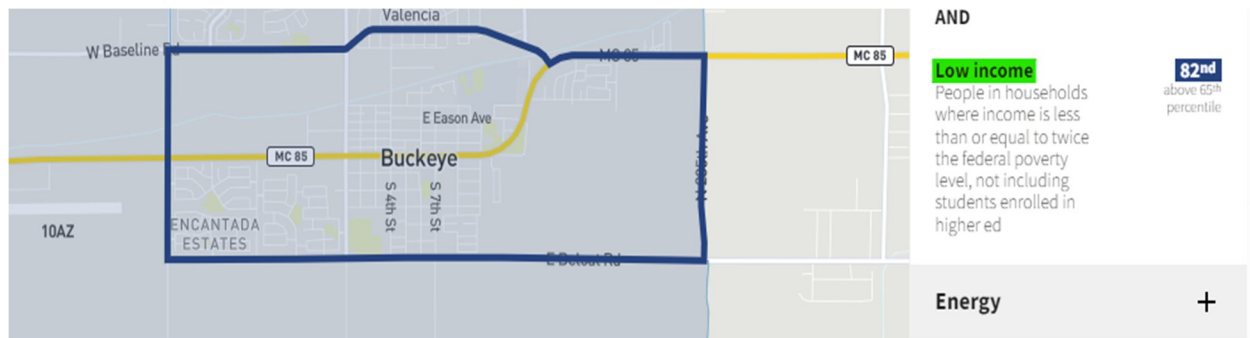
The proposed project will have a positive impact on wildlife as the water will remain in the system for a longer period since there will be a reduction on the draws from the basins and groundwater supply. This project also includes sustainable infrastructure to improve community climate resilience through high efficiency toilets.

Disadvantaged Communities, Insular Areas, and Tribal Benefits

The project will benefit disadvantaged communities within the City of Buckeye. Approximately 25% of the total population resides within a federally designated disadvantaged census tract. The BWD anticipates higher participation from those located within these census tracts as many of the structures within the census tracts are older and most likely have outdated and inefficient

toilets. These individuals may have been needing to replace their toilets for a long time but have been unable to complete the replacement due to the costs associated with replacement, this program enables disadvantaged individuals to help contribute to water conservation efforts and reduce the water supply stressors that their communities face. Additionally, some disadvantaged households may try to conserve water and save money on their own by not flushing their toilets after every use, which can cause public health issues. The reduced amount of water that the high efficiency toilets use will encourage users to flush regularly, thus reducing the public health issues that may be faced. The images below indicate the disadvantaged communities that BWD will be serving.





Complementing On-Farm Irrigation Improvements

This project will complement on-farm irrigation improvements by maximizing water efficiency in the area by offering a rebate for those who voluntarily replace their standard toilets with high efficiency toilets which contributes to water conservation efforts and water availability for Buckeye farmers. Other water conservation programs that the BWD offers customers are a natural turf removal rebate program for a more drought resistant landscape and a rebate for smart irrigation controllers that use weather sensors or collection units. All of these programs help ensure water conservation and water availability to Buckeye's farmers.

Readiness to Proceed

The City of Buckeye will not need to obtain any permits to commence the proposed project. The BWD will design promotional materials to inform customers what toilets are eligible to be replaced and what toilets are eligible to replace them. The promotional materials will be ready before January 2, 2025. The proposed program will create a rebate program for commercial and residential customers. The BWD anticipates the program to be popular with customers, with all funds to be expended by December 31, 2026. The average approximates are that 8 toilets will be replaced per month, but the program may see higher amounts of replacements early on since customers will be informed that the rebate program is for a limited time only, with a limited amount of funds available for customers. This will ensure that funds will be expended well before December 31, 2026. The BWD will determine new policies and administrative actions to implement the program. These policies include what documentation must be submitted by customers to receive a rebate. Administrative actions include the review of the submitted documentation to ensure the customer qualifies for the rebate, as well as regular reviews of water usage metrics to measure water savings year over year for those who have replaced their toilets to high efficiency toilets.

Collaboration

The project seeks to collaborate with residential and commercial customers within the City of Buckeye by offering a rebate program to these customers. The program makes customers aware of the efforts that the BWD are making to create a more sustainable environment for decades to come. This project increases the likelihood of future water conservation improvements as customers will become increasingly more aware of the importance of replacing inefficient toilets with high efficiency toilets. The project will benefit multiple sectors and users as the rebate program is available to commercial and residential customers, which includes agricultural, industrial, recreational, and environmental users. The BWD also offers customers other water conservation programs such as a natural turf removal rebate program for a more drought resistant

landscape and a rebate for smart irrigation controllers that use weather sensors or collection units. All the rebate programs that the BWD offers support collaboration with community members to ensure that everyone in the community is taking steps toward a more sustainable and water conscious tomorrow.

Nexus to Reclamation

This program directly impacts water reclamation facilities as these facilities will see a reduction in wastewater that needs to be treated. This reduction will also reduce the strain that is placed on the BWD's wastewater reclamation facilities and reduce the greenhouse gas emissions related to wastewater treatment.

Performance Measures

The BWD will evaluate water savings for users who have replaced their standard toilets with high efficiency toilets by reviewing water meter readings and comparing the readings from before and after the replacement. Users will be encouraged to use their water as normal and to not change their usage behaviors, which will help BWD get a more accurate reading on the savings per household and per toilet. The BWD will determine savings by taking the difference of the two readings and dividing the result by the number of toilets replaced, which will determine the savings per toilet for that month. The BWD will repeat the process for 12 months to accurately compare year over year savings.

Environmental and Cultural Resources Compliance

The proposed rebate program will not include any earth-disturbing work as the program involves the replacement of existing toilets with new high efficiency toilets. The work will also not affect air, water, or animal habitats in the various project areas. The project will also not affect any wetlands or other surface waters. The replacement of the toilets will also have no impact on irrigation systems. Some of the buildings that request a rebate may be considered a historic structure, but the toilets will not disturb the integrity of the structure other than making the structure more sustainable and water conscious. This rebate program is not intended to have any adverse effects on any communities with environmental justice concerns. Additionally, it will not impact any Tribal lands or invasive plant species since the entire program is centered around the replacement of existing toilets with more efficient and water conserving toilets.

Required Permits of Approvals

BWD is not aware of any required permits or approvals to implement the proposed program.

Overlap or Duplication of Effort Statement

BWD is not aware of any overlap or duplication between the proposed project and any other active or anticipated proposals or projects. This project has not nor will not be submitted for funding to any other potential funding source.

Conflict of Interest Disclosure Statement

BWD is not aware of any actual or potential conflicts of interest.

Uniform Audit Reporting Statement

The City of Buckeye (EIN 86-6000236) has submitted a Single Audit report for the fiscal year ended 6-30-23 and is available for review through the Federal Audit Clearinghouse's Internet Data Entry System.

Certification Regarding Lobbying

The City of Buckeye will not use any of the funds for lobbying activities, if awarded.

Letters of Support

The Letters of Support are attached separately in the Grants.gov portal.

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

MEETING DATE: 03/05/24	AGENDA ITEM: 4.G. FIN - Water Meter Replacement Program - WaterSMART Water and Energy Efficiency Grant - Bureau of Reclamation
DATE PREPARED: 02/28/24	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to approve the submission of a \$498,000 WaterSMART Water and Energy Efficiency - Bureau of Reclamation grant application for the replacement of old and inefficient water meters for commercial and residential customers.

SUMMARY

PROJECT DESCRIPTION:

The Buckeye Water Resources Department seeks to expand water conservation efforts through the replacement of old and inefficient water meters with new smart water meters that provide accurate water delivery readings. Smart meters provide real-time water usage for customers and use wireless communication to transmit data which is analyzed and used for billing, leak detection, and conservation initiatives. Water meters of 30 or more years old will be targeted for replacement as they are more inaccurate in their readings. The grant funds this effort for two years and supports the replacement of 1,200 old and inefficient water meters.

BENEFITS:

The replacement of the old water meters with new state-of-the-art smart meters could save over 7,200,000 gallons of water per year, thereby reducing the draw on the groundwater supply and increasing water sustainability. Water sustainability benefits include, but are not limited to, reduced water usage, less stress on the groundwater supply, and increased water conservation. A reduction in water usage equates to a reduction in water treatment which also reduces the stresses placed on the water reclamation facilities. Water billings will be more accurate.

FUTURE ACTION:

After Buckeye has exhausted the grant funding (over two years), future funding for the meter placement program may be requested as part of the Water Department's budget, as well as application for other, future grant opportunities that arise.

FINANCIAL IMPACT STATEMENT:

The Federal grant portion is \$249,000 over 2 years with a \$249,000 match from the City over two years.

CURRENT FISCAL YEAR TOTAL COST:

\$0

BUDGETED:

Yes

FISCAL YEAR:

2025-2027

FUND/DEPARTMENT:

Water Resources

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

ATTACHMENTS:

[Budget Narrative.docx](#)

[CAR Recap Summary Meter Replacement Program.docx](#)

[WaterSMART - Meter Replacement Program Narrative.docx](#)

City of Buckeye Grant Proposal



City of Buckeye Water Meter Replacement Program
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: \$498,000

Budget Narrative

The City of Buckeye (COB) is proposing the creation of a new water meter replacement program to replace old and inefficient water meters with new, state-of-the-art smart water meters. The program will prioritize meters that are generally over 20 years old and then work its way down to meters under 20 years old. Based upon Buckeye Water records, there are 2,000 residential meters that are about 30 years old and over 700 meters that are over 25 years old. Given that the budget calls for the replacement of around 1,200 meters, we anticipate that this first round of water meter replacements will be over 25 years old. If awarded the \$249,000 in federal grant funds, COB will provide a \$249,000 match (50%), totaling \$498,000 in program funds. Each water meter replacement costs \$415 including installation of approximately \$105. COB water department will provide \$126,000 in-kind labor for installation and \$123,000 cash towards purchase. All program funds will support the replacement of the meters, which includes the purchase of the meter itself and the labor associated with installing the meters. None of the funds will be used for construction, permit fees, right-of-ways, etc.

WaterSMART Water and Energy Efficiency Grant Application – Water Meters Summary Recap

Project Description:



The Buckeye Water Resources Department seeks to expand water conservation efforts through the replacement of old and inefficient water meters with new smart water meters that provide accurate water delivery readings. Smart meters provide real-time water usage for customers and use wireless communication to transmit data which is analyzed and used for billing, leak detection, and conservation initiatives. Water meters of 30 or more years old will be targeted for replacement as they are more inaccurate in their readings. The grant funds this effort for two years and supports the replacement of 1,200 old and inefficient water meters.

Project Cost



- \$ 498,000 (Over a 2-year period)

Required Match



- \$ 249,000 (Over a 2-year period)

Grant Amount



- \$ 249,000 (Over a 2-year period)

Plans Once Grant Expires:



- After Buckeye has exhausted the grant funding (over 2 years), future funding for the meter replacement program may be requested as part of the Water Department's budget and may apply for other grant opportunities that arise.

Objectives and Expected Outcomes



- The replacement of the old water meters with new state-of-the-art smart meters could save over 7,200,000 gallons of water per year, thereby reducing the draw on the groundwater supply and increasing water sustainability.
- New state of the art smart water meters will ensure more accurate water delivery measurements and billings.
- Water sustainability benefits include but are not limited to reduced water usage, less stress on the groundwater supply, and increased water conservation.
- A reduction in water usage equates to a reduction in water treatment which also reduces the stresses placed on the water reclamation facilities.

Time Period for the Grant



- FY 2025 – FY 2027

City of Buckeye Grant Proposal



City of Buckeye Water Meter Replacement Program
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: \$498,000

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Executive Summary

February 14, 2024, City of Buckeye, Buckeye, Maricopa, Arizona

The City of Buckeye (City) fits into Category A, as it is a local authority with a water delivery department that services the City of Buckeye in Maricopa County, Arizona. The City intends to submit this application by February 22, 2024, for the water meter replacement program. The City of Buckeye Water Department (BWD) seeks to replace aging water meters on structures that are about 30+ years old. As per a 2019 Wastewater Digest report, 30-year-old water meters have lost their efficiency due to age. The published article refers to a study that discusses a Real Meter Accuracy formula that suggests that 30-year-old water meters are only 82% accurate. Additionally, today's state-of-the-art water meters contain technology that incorporates ultrasonic measurement which displays on an easy-to-read LCD that presents consumption, rate of flow, reverse flow indication, and alarms. Ultrasonic flow meters have no moving parts and are low maintenance to maintenance-free. Ultrasonic meter flow accuracy is greater than mechanical meters and older meters. This program seeks to address the loss of water and the accuracy of water delivery measurement to all customers to ensure BWD is correctly collecting the fees associated with the water usage and reduce the possibility of water loss leaks. BWD has a log of all water meters in the City and will determine which meters need to be replaced. The program is projecting to save over 7,200,000 gallons of water per year, thereby reducing the draw on the groundwater supply.

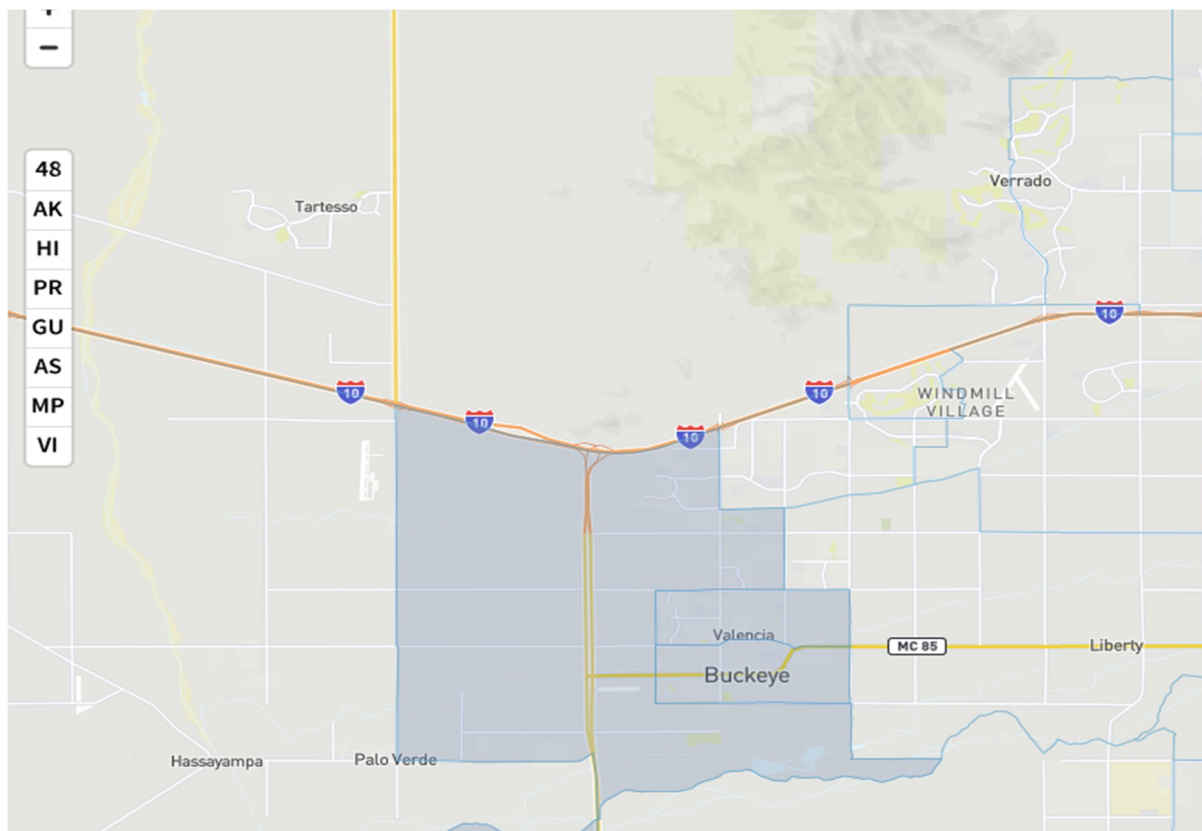
The program will service various locations throughout the City of Buckeye that need meter replacements. No Federal facilities will be the recipient of this program. Benefits include but are not limited to reduced water usage, increased water conservation, less stress on the groundwater supply, and more accurate readings of water usage and billings. These benefits support the BWD's water conservation efforts to reduce water usage. The City of Buckeye is seeking a grant award of \$249,000 with a \$249,000 local match, which totals \$498,000 for the water meter replacement program. The \$498,000 will allow BWD to replace approximately 1,200 meters as each meter replacement costs approximately \$415, including installation.

With the replacement of 1,200 water meters, the average water savings is estimated to be over 7,200,000 gallons annually. The BWD considers these figures to be conservative as the savings may be greater depending on whether the increased water bills will affect customer water usage habits. An acre foot equates to 325,851 gallons of water, and the BWD anticipates an average water savings of about 22-acre feet per year.

If awarded, the BWD seeks to commence the project upon approval, with all funds expended by 12-31-26.

Project Location

The City of Buckeye Meter Replacement Program will affect residential and commercial customers within the City of Buckeye, located in Maricopa County, Arizona. Buckeye is made up of 640 square miles and has a population of approximately 120,000 people. There will be several project locations as customers throughout the City will have their water meters replaced due to the age of the water meters. Below is a map of the City of Buckeye, the blue shaded areas are the federally designated historically disadvantaged communities within the City, and account for approximately 25% of the total population.



Project Description

The City of Buckeye Water Department (BWD) seeks to increase water conservation efforts by replacing less efficient water meters on structures throughout the City of Buckeye and increasing customer awareness of water usage. If awarded, the replacement program will include residential customers. The replacement program will replace less efficient water meters with new smart meters that provide accurate water delivery readings. Smart metering technology is an advanced metering infrastructure that measures and records water usage accurately and in real-time. Smart meters also provide automated readings for billing and analysis purposes. Smart meters use wireless communication to transmit data which is analyzed and used for billing, leak detection, and conservation initiatives. Consumers are able to access the data by way of a web portal or mobile app. Replacement is determined by the age of the meters, for which BWD has a log to keep track of the location and age of the meters. Water meters of 30 or more years old will be targeted for replacement. Smart Water Magazine recently stated that "smart metering technology has emerged as a game-changer in the field of water management. Smart meters provide an accurate and timely measure of water consumption, allowing consumers to monitor and manage their water usage effectively." "By actively monitoring and managing water usage, customers can detect leaks early-on to eliminate the lost water issue. Additionally, consumers will be able to adjust water usage to control billings. Smart metering technology can change the way we manage water resources, promote sustainable water usage practices, and aid to conserve water resources.

The City of Buckeye Is seeking a grant award of \$249,000 with a \$249,000 local match, which totals \$498,000 for the replacement of inefficient and aging water meters for residential properties. The \$498,000 will allow BWD to replace 1,200 less efficient water meters in the community with new and efficient water meters that provide accurate water usage readings.

With the replacement of 1,200 old and less efficient water meters to new state-of-the-art, efficient water meters, the average water savings could be 7,200,000 gallons annually. For example, if a residential home is currently using 5,000 gallons per month, and the water loss is 10%, then 7,200,000 gallons could be saved ($5000 \times 12 \times 1200 \times 10\% = 7,200,000$). Additionally, if the old meters are only 82% efficient, the water meter is only reading 60,000 gallons per year instead of 73,171 gallons. Therefore, at 2 cents per gallon charge, the customer is being underbilled \$263.41 per year and for 1200 households, that equates to \$316,000 per year.

BWD considers these figures to be conservative as the savings may be greater depending on whether the new technology will affect customer water usage habits.

An acre foot equates to 325,851 gallons of water, and the BWD anticipates an average water savings of about 22 acre-feet per year.

If awarded, the program intends to commence on January 2, 2025, with all funds expended by December 31, 2026.

Evaluation Criteria

Quantifiable Water Savings

This is a proposed water meter replacement program that supports the replacement of 1,200 old inefficient water meters with new state-of-the-art, efficient water meters, the savings is estimated to be around 7,200,000 gallons annually. BWD considers these figures to be conservative as the savings may be greater depending on whether the new technology will affect customer water usage habits.

Regarding performance measurement, once a replacement has been completed, BWD will track future water usage for that customer and compare the new data with the old data from the same time period of the prior year, based on customers not significantly altering their water usage habits. However, customer water usage habits may be reduced if the customer decides that their water bill is too high and starts conserving more water to reduce their bill. BWD will assess the differences in water usage and report the findings to the Grantor.

A reduction in water usage equates to a reduction in water treatment which also reduces the stresses placed on the water reclamation facilities. Additionally, the City's water portfolio is almost entirely made up of groundwater, therefore, a reduction in water usage will increase the groundwater by 22 acre-feet per year. Currently, there are no known benefits associated with the current water losses, and the water lost is not providing additional habitat for fish or other animal species.

Renewable Energy

BWD has four reclamation facilities that treat wastewater which includes gray water. A reduction in usage equates to a reduction in wastewater that needs to be treated at these facilities and a reduction in greenhouse gases produced by these facilities.

Other Project Benefits

Resilience and Sustainability Benefits

Smart metering benefits include accurate and timely measure of water consumption, improved leak detection and water loss prevention, real-time monitoring, reduced water bills, and data analysis for water management and conservation initiatives. Water conservation is promoted through consumers using real-time usage data to allow them to identify where they can reduce consumption and initiate habit adjustments to conserve water. Smart metering can detect leaks in real-time and identify leaks before they become major issues. Water management can be implemented for in-home water conservation and for outdoor irrigation controllers and sensors. The City of Buckeye's inefficient water meter replacement program seeks to enhance drought resilience through the reduction of water use through accurately reading the amount of water used and bringing awareness to customers on water conservation. This program will increase the City's sustainability as the groundwater supply will not be depleted as rapidly with the new high efficiency water meters in place. Additionally, the City is currently home to approximately 120,000 residents and is one of the fastest growing cities in the country. This rapid growth will cause a strain on the City's water supply and by replacing old and inefficient meters with new and highly efficient meters, the City's groundwater supply will see reduced supply issues and concerns. According to an article by AZ Central, Buckeye's Integrated Water Master Plan from 2017 supports population growth up to 343,000 people with its current 34,750 acre-feet per year of groundwater replenishment, and the population could grow to 466,000 with higher water conservation efforts. The increased population, droughts, and lack of rainfall (average rainfall per year for Buckeye, Arizona is 9 inches, compared to the US average of 38 inches) all present challenges for the City. Extreme temperatures in Buckeye, June through September, with 100 plus degree temperatures on most days, contribute to water evaporation. Additionally, there is not as much groundwater in the Hassayampa subbasin as was previously thought and this program will support a reduction in water usage as customers will be able to accurately manage their water usage every month. The project will directly result in more efficient management of the water supply as BWD anticipates a reduction in water use as customers become more water conscious. The anticipated 22 acre-feet per year that will be saved if the program is awarded will remain in the groundwater supply.

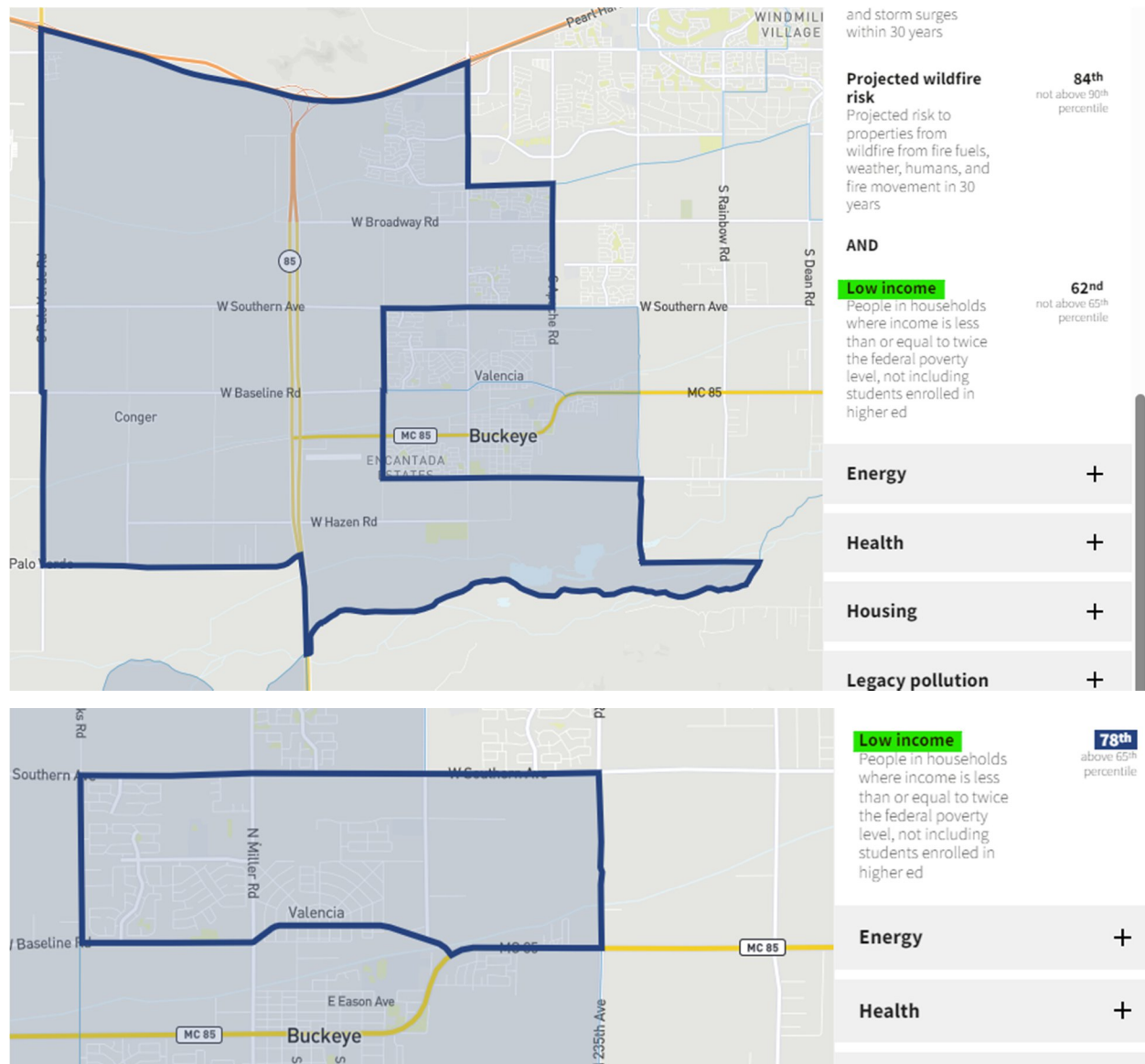
Ecological Benefits

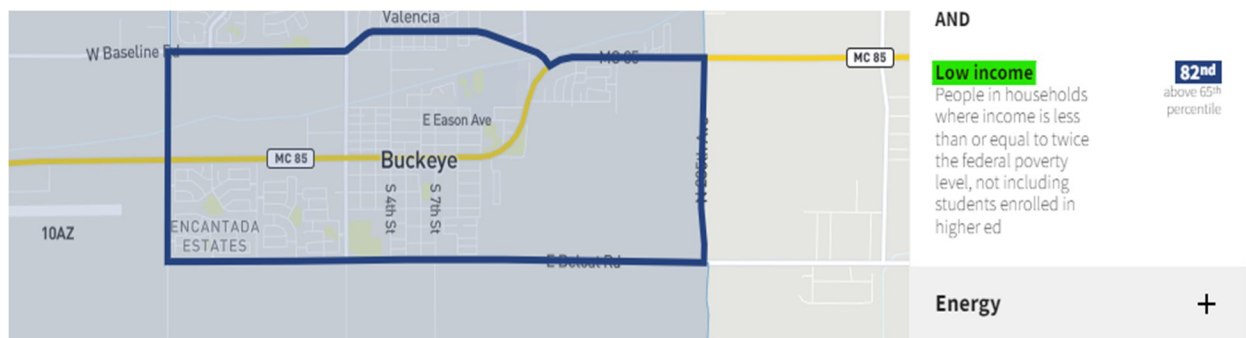
The proposed project will have a positive impact on wildlife as the water will remain in the environment for a longer period since there will be a reduction on the draws from the basins and groundwater supply. This project also includes sustainable infrastructure to improve community climate resilience through high efficiency meters.

Disadvantaged Communities, Insular Areas, and Tribal Benefits

The project will benefit disadvantaged communities within the City of Buckeye. Approximately 25% of the total population resides within a federally designated disadvantaged census tract.

BWD anticipates a higher rate of replacements for those located within these census tracts as many of the structures within the census tracts are older and most likely have outdated and inefficient meters. These households may have needed to have their meters replaced for a long time, but the City has been unable to complete the replacement due to the costs associated with replacement and a lack of City funds available for this replacement. This program enables disadvantaged individuals to help contribute to water conservation efforts and reduce the water supply stressors that their communities face by realizing the true amount of water used. The images below indicate the disadvantaged communities that BWD will be serving.





Complementing On-Farm Irrigation Improvements

This project will complement on-farm irrigation improvements by maximizing water efficiency in the area by replacing old and inefficient meters that result in customers being unaware of how much water they are using or wasting. The replacement of these inefficient water meters with new state-of-the-art meters contributes to water conservation efforts and water availability for Buckeye farmers.

Readiness to Proceed

The City of Buckeye will not need to obtain any permits to commence the proposed project. The proposed program will create a water meter replacement program for residential customers. BWD anticipates the program to be successful as there are approximately 18,000 homes that were built 18 or more years ago which indicates that their water meters are due to be replaced, with all funds to be expended by December 31, 2026. The average approximates are that 50 inefficient meters will be replaced per month, but the program may see varying amounts of replacements depending on need and as personnel time permits. BWD will ensure that, on average, a minimum of 50 meters will be replaced each month and ensure that funds will be expended by December 31, 2026. The BWD will determine new policies and administrative actions to implement the program. Administrative actions include the determination of structures that need their water meters replaced, as well as regular reviews of water usage metrics to measure accurate water usage year over year for those who had their old water meters replaced with high efficiency water meters.

Collaboration

The project seeks to collaborate with residential customers within the City of Buckeye by replacing old and inefficient water meters for these customers. The program makes customers aware of the efforts that BWD is making to create a more sustainable environment for decades to come. This project increases the likelihood of future water conservation improvements as customers will become increasingly more aware of the importance of managing their water usage and limiting their water waste. The project will benefit multiple sectors and users as the replacement program will affect agricultural, industrial, recreational, and environmental users. BWD's goal is to support collaboration with community members to ensure that everyone in the community is taking steps toward a more sustainable and water conscious tomorrow.

Nexus to Reclamation

This program directly impacts water reclamation facilities as these facilities will see a reduction in wastewater that needs to be treated as customers become increasingly aware of their actual

water usage and manage their consumption. This reduction will also reduce the strain that is placed on BWD's wastewater reclamation facilities and reduce the greenhouse gas emissions related to wastewater treatment.

Performance Measures

The BWD will evaluate water usage for users who had their old inefficient water meters replaced with high efficiency meters by reviewing water meter readings and comparing the readings from before and after the replacement. Users will be encouraged to use their water in a reduced manner and warned that their bills may increase due to the newly accurate readings that the meters will produce. While customers will be encouraged to conserve water, BWD anticipates that not all customers will participate in the advice provided. Nonetheless, BWD will evaluate water usage to determine the inefficiency rate of the old water meters versus the new water meters to determine the amount of water that has been unaccounted for over the previous 12 months.

Environmental and Cultural Resources Compliance

The proposed rebate program will not include any earth-disturbing work as the program involves the replacement of existing water meters with new high efficiency water meters. The work will also not affect air, water, or animal habitats in the various project areas. The project will also not affect any wetlands or other surface waters. The replacement of the meters will also have no impact on irrigation systems. Buckeye does not anticipate any buildings that undergo a water meter replacement may be considered a historic structure, but the water meters will not disturb the integrity of the structure other than making the structure more sustainable and efficient, as well as water conscious. This replacement program is not intended to have any adverse effects on any communities with environmental justice concerns. Additionally, it will not impact any Tribal lands or native plant species since the entire program is centered around the replacement of existing inefficient water meters with more efficient and accurate water meters.

Required Permits of Approvals

BWD is not aware of any required permits or approvals to implement the proposed program.

Overlap or Duplication of Effort Statement

BWD is not aware of any overlap or duplication between the proposed project and any other active or anticipated proposals or projects. This project has not and will not be submitted for funding to any other potential funding source.

Conflict of Interest Disclosure Statement

BWD is not aware of any actual or potential conflicts of interest.

Uniform Audit Reporting Statement

The City of Buckeye (EIN 86-6000236) has submitted a Single Audit report for the fiscal year ended 6-30-23 and is available for review through the Federal Audit Clearinghouse's Internet Data Entry System.

Certification Regarding Lobbying

The City of Buckeye will not use any of the funds for lobbying activities, if awarded.

Letters of Support

Attached separately through the Grants.gov portal.

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

MEETING DATE: 03/05/24	AGENDA ITEM: 4.H. AV - Security Improvement Construction Contract at Buckeye Municipal Airport
DATE PREPARED: 02/29/24	DISTRICT NO.: 2
STAFF LIAISON: Scott Lowe, Aviation Asset Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Buckeye Municipal Airport	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Construction Contract No. 2024113 between the City of Buckeye, an Arizona municipal corporation, and Hauser Engineering Group, LLC., an Arizona limited liability company, for an Arizona Department of Transportation grant (Grant Number E3S4A 01C) and City of Buckeye funded construction project to perform Security Improvements to the Buckeye Municipal Airport in the award amount of \$776,438.12; and authorize the City Manager to execute said Contract on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

In September 2022, under Resolution No. 96-22, a grant for \$400,000 from Arizona Department of Transportation (ADOT) was approved to design and construct security improvements to the gates that separate the Airside from the Landside of the Airport. While under design, it was found that the grant was not sufficient to fund the needed improvements. Subsequently, a ten percent increase was approved by Council in July 2023 and Council approved additional funding in the normal budget process for Fiscal Year 2023-2024 of \$400,000, bringing the total funding availability of \$840,000. The final design was completed in the Fall of 2023 and the project was bid in January 2024. The scope of work includes providing motorized gates at all Airside entries, including four Airplane/vehicular gates and four Pedestrian gates. The scope also includes funding for the Information Technology Department to provide card access at all of the above gates. Finally, the scope of work provides upgraded wrought iron fencing at the main entrance to the Airport along Palo Verde Road.

The project is to accomplish the following scope of work: the Airport's existing access gates do not have electric motors to control access and typically remain open and are rarely locked. There are four large rolling gates and five pedestrian gates servicing the apron and various taxi lanes, all of which are used frequently (see attached site map). This project will include the following items: · Retrofit the primary vehicular gates with new motorized operators and a compatible vehicular loop detection system (4 rolling gates).· Install new signage for all Airport access gates During the design process, it was noted that due to age, that the existing gates will likely need to be completely rebuilt (rollers, wheels, etc..) and Information Technology Department will install new remote access card readers at the primary vehicular and pedestrian access gates (4 rolling gates and 5 pedestrian gates).

BENEFITS:

As the Airport continues to grow and attract new business, it will be that much more attractive if our security is comparable to other airports.

FUTURE ACTION:

Maintain and monitor security at the airport.

CURRENT FISCAL YEAR TOTAL COST:

\$776,438.12

BUDGETED:

Yes

FISCAL YEAR:

24

FUND/DEPARTMENT:

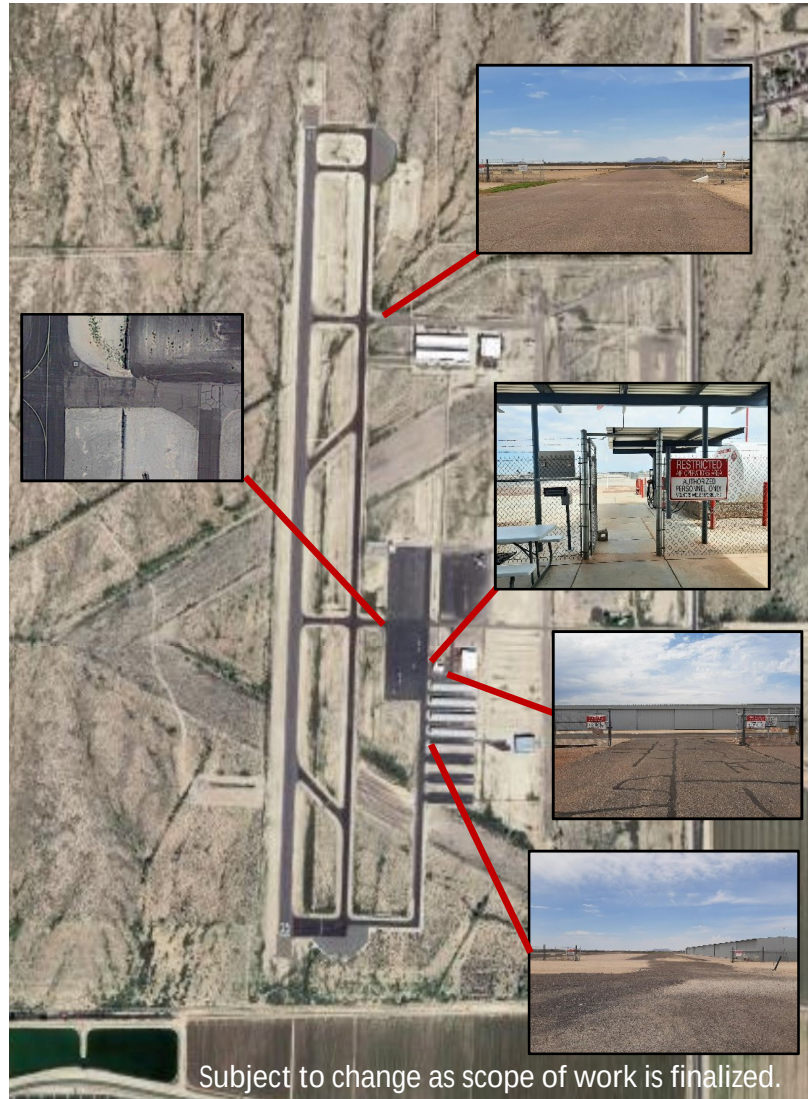
Aviation CIP 1000-50211200-540020

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

ATTACHMENTS:

[Site_Map.pdf](#)

[Contract No. 2024113 - Hauser.pdf](#)



**CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAUSER ENGINEERING GROUP, LLC**

CONTRACT NO. 2024113

THIS CONTRACT is entered into as of _____, by and between the CITY OF BUCKEYE, an Arizona municipal Corporation (“City”) and Hauser Engineering Group, LLC (“Contractor”), an Arizona limited liability company. The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract, attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment, and services, as more fully set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as required to complete the Buckeye Municipal Airport Security Upgrades project, as more fully set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. Substantial Completion, as defined herein, shall be achieved within **ninety-eight (98) calendar days**. In view of the difficulty or impossibility of determining the City’s damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums pursuant to the Contract Documents, the sum of **Five Hundred Seventy Dollars and Zero Cents (\$570.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: **Seven Hundred Seventy-Six Thousand Four Hundred Thirty-Eight Dollars and Twelve Cents (\$776,438.12)**.

4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

- A. General Conditions of the Construction Contract.
- B. Contractor Bid Forms.
- C. Plans & Specifications.

D. Payment and Performance Bonds.

5. BONDS: The Contractor shall provide all required bonds in the forms attached hereto as **Exhibit D**.

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

CITY:

CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

HAUSER ENGINEERING GROUP, LLC,
an Arizona limited liability company



Christopher J. Hauser, P.E., Project Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAUSER ENGINEERING GROUP, LLC**

(General Conditions)

See following pages.

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ARTICLE 1 GENERAL DEFINITIONS

“Addenda” means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

“Contract Documents” or “Contract” means the Construction Contract Between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

“Date of Substantial Completion” shall be the date certified by the City that the work is in the Condition defined herein as substantial completion.

“Day” means calendar day unless specifically otherwise provided herein or by law.

“Modifications” means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the City’s written interpretations or directions for minor changes in the Work. A “minor change” is defined as one having no impact on cost or time or the City’s approved design intent, as determined by the City.

“Project” means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

“Project Manual” means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

“Substantial Completion” means the Contractor’s work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

“Work” consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

ARTICLE 2 INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 3 CONTRACTOR

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

ARTICLE 4 OTHER CONTRACTORS AND COOPERATION

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the City may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the City in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, to the furthest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any

judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or other costs which the City has incurred.

ARTICLE 5

SITE CONDITIONS AND ENVIRONMENTAL MATTERS

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

“Environmental Law” means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (A.R.S. Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

“Hazardous Substance” means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

“Hazardous Waste” means “hazardous waste”, as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

“Contractor Hazardous Waste” means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

“City Hazardous Waste” means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City’s property or otherwise present on City’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

“Project Hazardous Waste” means any Hazardous Waste arising on City’s property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City’s property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City’s property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

“OSHA” means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

“Release” means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

“Contractor Release” means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City’s property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City’s property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City’s property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City’s property. (iii) Prior to final completion of the Work, Contractor shall

remove or cause to be removed from City's property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City's property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from City's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any

remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subsubcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by

Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

ARTICLE 6

PRODUCT SAMPLES, TESTS, AND CERTIFICATES

A. The Contractor shall furnish Product Samples of all items requested or required by the City. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the City. The City will review Product Samples.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the City a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the City together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the City or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the City is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the City may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the City shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

ARTICLE 7 AS-BUILT DRAWINGS

- A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.
- B. For any changes or corrections in the Work which are made subsequent to Substantial Completion, revisions shall be submitted to the City prior to Final Payment.

ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR

- A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.
- B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow to come on the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the City.
- C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

ARTICLE 9 SUBCONTRACTS

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City has reasonable objection. If, prior to the award of the Contract, the City has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed \$100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

ARTICLE 10 COMMUNICATIONS

- A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.
- B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

ARTICLE 11 PERMITS, TAXES, AND FEES

- A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.
- B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12 INSURANCE

- A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

E. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. The Contractor waives all rights of subrogation under the following policies.

(1) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

The policy shall contain a waiver of subrogation against the City of Buckeye.

(2) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including automobiles owned, leased, hired or borrowed by the Contractor”.

(3) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers’ Liability	
Each Accident	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000

(4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above.

The policy shall contain a waiver of subrogation against the City of Buckeye.

F. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(1) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability

purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverages for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

H. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

William Kauppi, Chief Financial Officer
Finance Department
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

J. Verification of Coverage

(1) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(2) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Chief Financial Officer, Finance Department. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

K. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final.

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 13 INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 14 PROGRESS AND SCHEDULING

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

B. The Contractor shall also furnish the City with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

ARTICLE 15 DAILY LOG

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the City. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

ARTICLE 16 MISCELLANEOUS DUTIES

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all

correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 17 INSPECTION OF WORK

A. All Work done and all materials are subject to inspection by the City to determine if they conform to the Contract Documents. The City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City are for the sole purpose of assisting the City in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the City shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City or even if the City failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the City prior to being covered, which is covered up without prior inspection or without prior consent of the City, must be uncovered and recovered by the Contractor, if requested by the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City in writing at least 48 hours prior to the time at which the City must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

ARTICLE 18 CORRECTION OF WORK

A. If any portion of the Work is covered over contrary to the request of the City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the City to be defective or failing to conform to the requirements of the Contract,

whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The City shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

ARTICLE 19

DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the

City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

ARTICLE 20 SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 21 RIGHT TO STOP WORK

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The City may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under

this subsection. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or others.

ARTICLE 22 CHANGES

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

(a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

(b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

(c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

(d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

(e) Contractor's Field Supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.

(f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

(g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the City on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

ARTICLE 23 PAYMENT

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

ARTICLE 24 WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

ARTICLE 25 SUBSTANTIAL COMPLETION

A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

ARTICLE 26 FINAL INSPECTION

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

ARTICLE 27
ASSIGNMENT OF CLAIMS

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

ARTICLE 28
DISPUTES

A. All of Contractor's claims and disputes shall first be referred to the City for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 29
FORUM

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

ARTICLE 30
TERMINATION BY THE CITY

A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

ARTICLE 31
TERMINATION FOR CAUSE

A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days' notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the following section.

ARTICLE 32
TERMINATION FOR CONVENIENCE OF THE CITY

The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In such case, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

ARTICLE 33
ASSIGNMENT OF CONTRACT

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

ARTICLE 34
LAW TO GOVERN

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

ARTICLE 35
E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. §41-4401, the Contractor and its subcontractors or subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Contractor's or its subcontractor's or subconsultant'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.

ARTICLE 36
FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach

of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

ARTICLE 37 ISRAEL

Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

ARTICLE 38 FORCED LABOR OF ETHNIC UYGHURS

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

END OF SECTION

**EXHIBIT B
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAUSER ENGINEERING GROUP, LLC**

(Contractor Bid Forms)

See following pages.

SECTION 300
BID FORMS

BID

IFB No. 2024113
Project Name: **Buckeye Municipal Airport Security Upgrades**
Due Date: December 28, 2023, no later than 3:00 PM, MST
Bid from: Hauser Engineering Group, LLC
(Name of Firm)
To: City of Buckeye

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

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

The undersigned has read Section 2, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices. The undersigned has read the Construction Contract between the City of Buckeye and Contractor, and will execute said agreement if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Construction Contract that are not accepted and/or approved by the City may be a basis for rejection of the Bid as nonresponsive.

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

AMENDMENT NUMBER: <u>1</u>	DATED: <u>12/12/2023</u>
AMENDMENT NUMBER: _____	DATED: _____
AMENDMENT NUMBER: _____	DATED: _____
AMENDMENT NUMBER: _____	DATED: _____

BASE BID AND ADDITIVE ALTERNATE 1:

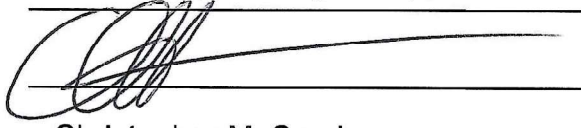
The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specifications and all associated amendments for the sum of items 1-41: Nine hundred twelve thousand one hundred sixty eight Dollars (12/100). Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.) **This amount includes revised Approximate Quantities as defined in Amendment 1**

Base Bid					
Line No.	Description	Approx. Qty.	Unit	Unit Price	Amount
1	Mobilization (3.5% Max)	1	LS	\$ 26,256.08	\$ 26,256.08
2	Location of Underground Utilities	1	LS	\$ 4,874.68	\$4,874.68
3	Airfield Safety and Security	1	LS	\$ 3,481.91	\$3,481.91
4	Sawcut Existing AC Pavement (Full Depth +/- 4 Inch)	1293	LF	\$ 3.29	\$4,253.97
5	Remove Existing AC Pavement (Full Depth +/- 4 Inch)	374	SY	\$4.47	\$ 1,671.78
6	Remove Existing Concrete (Full Depth +/- 4 Inch)	16	SF	\$ 78.34	\$ 1,253.44
7	AC Pavement Det 1, Dwg C3.1	307	SY	\$ 281.27	\$86,349.89
8	Vehicular Gate Sign Det 3, Dwg 3.1	4	EA	\$ 83.57	\$334.28
9	Pedestrian Gate Sign Det 3, Dwg 3.1	5	EA	\$ 83.57	\$ 417.85
10	Replace Existing Gate Rollers and Bearings	7	EA	\$ 1,293.88	\$9,057.16
11	Remove Existing Chain-Link Fence and 3-Strand Barbed Wire (Base Bid)	200	LF	\$ 4.87	\$ 974.00
12	Wrought Iron Fence Det 4, Dwg C3.1	200	LF	\$ 160.17	\$ 32,034.00
13	Concrete Sidewalk MAG Std Det 230	16	SF	\$ 218.66	\$ 3,498.56
14	1" Conduit, Direct Buried	710	LF	\$ 26.46	\$ 18,786.60
15	1" Conduit, Concrete Encased	170	LF	\$ 55.71	\$ 9,470.70
16	2" Conduit, Direct Buried	3690	LF	\$ 29.25	\$ 107,932.50
17	2" Conduit, Concrete Encased	190	LF	\$ 59.89	\$ 11,379.10
18	2 - #12, #12 Ground	680	LF	\$ 4.18	\$2,842.40
19	3 - #10, #10 Ground	400	LF	\$ 5.57	\$2,228.00
20	2 - #2, #8 Ground	2590	LF	\$ 5.57	\$ 14,426.30
21	Two Dedicated 20 Amp, 120 Volt Circuits to Climate Controlled Enclosure for New Gate Access Control Sub Cabinet	1	LS	\$ 7,660.21	\$ 7,660.21
22	18" x 30" x 24" NO. 7 Traffic Rated Communications Handhole, with Gravel Sumps	21	EA	\$ 940.12	\$ 19,742.52
23	18" x 30" x 24" NO. 7 Traffic Rated Electrical Handhole with Gravel Sumps, Grounded and Bonded Lids	8	EA	\$ 835.66	\$ 6,685.28
24	Gate Slide Driver, 2 HP, 4000 LBS Max (Slow Opening) with New Drive Rail and Through-Beam Photo Eyes Installed and Connected to Existing Gate	2	EA	\$30,922.17	\$61,844.34
25	Gate Slide Driver, 2 HP, 5000 LBS Max (Fast Opening) with New Drive Rail and Through-Beam Photo Eyes Installed and Connected to Existing Gate	5	EA	\$30,922.17	\$ 154,610.85

26	Gate UPS Remote Power Supply, 2-110AH Batteries Including Wiring to Slide Gate Operator Completed	6	EA	\$ 17,479.20	\$104,875.20
27	Install High/Low Pedestal on Concrete Foundation with 2 Protective Bollards Each	4	EA	\$ 7,695.03	\$ 30,780.12
28	Lase Sensor for Vehicle / Aircraft Double Gate Exit	3	EA	\$ 3,706.15	\$ 11,118.45
29	Entry and Exit Vehicle Detection Loops for Single Gate - Retrofit and Seal In Existing Asphalt Pavement	1	LS	\$ 2,785.53	\$ 2,785.53
30	Fire Access Knox Box Key Operated Gate Opener	4	EA	\$ 1,532.04	\$ 6,128.16
31	15 KVA, 240-480V, 1 Phase, Step-up Transformer, Nema 3R	1	EA	\$ 3,969.38	\$3,969.38
32	10 KVA, 480-120/240V, 1 Phase, NEMA 3R Mini Power Zone and Panel GB with Breakers Complete	1	EA	\$ 3,621.19	\$ 3,621.19
33	Strut Rack and Concrete Pad for Mini Power Zone	1	EA	\$ 2,193.60	\$ 2,193.60
34	10' x 4" Square Pole for Optical Preemption Emergency Vehicle Detector Installed on Concrete Foundation	4	EA	\$ 3,586.37	\$ 14,345.48
35	Provide 3' x 3' x 3' Concrete Pad for City Provided Communication Tower with One Each 1" Power and Comm Conduits	1	EA	\$ 2,506.98	\$ 2,506.98
36	12" x 12" x 4" NEMA 3R Wall Mounted Junction / Pull Box	5	EA	\$ 271.59	\$ 1,357.95
37	60A, 2 Pole Breaker (Installed in Existing Panel)	1	EA	\$ 118.39	\$ 118.39
38	20A, 1 Pole Breaker (Installed in Existing Panel)	3	EA	\$ 62.67	\$ 188.01
39	20A, 2 Pole Breaker (Installed in Existing Panel)	5	EA	\$ 76.60	\$ 383.00
Total Base Bid					776,438.12

Additive Alternate 1					
40	Remove Existing Chain-Link Fence and 3-Strand Barbed Wire (Add Alt 1)	1000	LF	\$ 4.15	\$4,150.00
41	Wrought Iron Fence (Add Alt 1) Det 4, Dwg C3.1	1000	LF	\$ 131.58	\$ 131,580.00
Total - Add Alt 1					\$ 135,730.00

Total Bid (Base & Add Alt 1)					\$ 912,168.12
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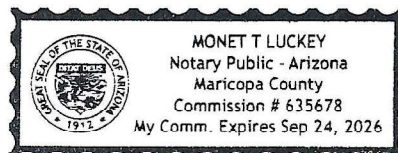
Submitted by: Hauser Engineering Group, LLC
SIGNATURE: 
NAME: Christopher McCombs
TITLE: Manager
Principal Office: Glendale, AZ
Address: PO Box 6207
Glendale, AZ 85312
Telephone: 520-220-1644
Facsimile: 623-440-4104

I, Christopher McCombs, being duly sworn deposes and says that he/she is the
Manager of Hauser Engineering Group, LLC Contractor(s), and that answers
to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 28 day of December, 2023

Notary Public: 

My Commission Expires: 24 day of September, 2026



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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: IFB NO. 2024113 – BUCKEYE MUNICIPAL AIRPORT SECURITY UPGRADES

AMENDMENT NUMBER 1

AMENDMENT ISSUE DATE: December 12, 2023

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

Name of Company: Hauser Engineering Group, LLC

Authorized Signature: 

Print Name and Title: Christopher McCombs, Manager

Date: 12/28/2023

Address: PO Box 6207

City, State, Zip Code: Glendale, AZ 85312

Telephone Number: 520-220-1644

Email Address: Chris@hsreng.com

ATTACHMENT 2

SUBCONTRACTOR LIST FORM

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form. Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein. The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll. List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

[illegible]

Respectfully Submitted,
Hauser Engineering Group, LLC
(Name of Firm)

ATTACHMENT 3

**CITY OF BUCKEYE, ARIZONA
CONTRACTOR'S QUALIFICATION STATEMENT**

Name of Firm: Hauser Engineering Group, LLC
Address: PO Box 6207
City, State, Zip Code: Glendale, AZ 85312
Telephone No: 520-220-1644
Facsimile No: 623-440-4104

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

- (1) How many years has your firm been in business as a general contractor? 3 years
(1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 3 years
- (2) How many years has your firm been in business under its present business name?
5 years
- (3) List states and categories in which your firm is legally qualified to do business:
- | State | Category(ies) |
|----------------------|--------------------------------|
| <u>Arizona (ROC)</u> | <u>A - General Engineering</u> |
| <u>Arizona (ROC)</u> | <u>B1 - General Commercial</u> |
| <u>Arizona (BTR)</u> | <u>Civil Engineering</u> |
- (4) List the percentage of work normally accomplished with your own forces: 30%
(4.1) Will you need to expand your work force for this project? No
(4.2) Present number of personnel employed: 7
- (5) Have you ever failed to complete any project awarded to your firm? If so, explain circumstances on separate sheet. (Check One) X No
_____ Yes, See attached explanation
- (5.1) Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?
(Check one) X No
_____ Yes, see attached explanation.
- (6) On a separate sheet, List separately all construction projects greater than \$300,000.00 awarded, in-progress, or completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date.

(7) On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6.

(8) References: (Bank, Trade, and Professional) Provide name, address, and telephone number. List three.

1. Mason Majerle, m.majerle@septongroup.com 480-620-7952
2. Evan Carusone, ecarusone@sunlandasphalt.com, 480-209-3692
3. Ryan Combs, ryan@combsaz.com, 602-237-4029

(9) Name of bonding company and name and phone number of agent.

<u>Southwest Bond</u>	<u>Jenna Sparks</u>	<u>623-974-6453</u>
<u>Services, Inc.</u>		
Company Name	Contact Name	Phone Number

(10) Scheduling techniques to be employed by your firm to expedite construction.

We use MS Project for our CPM schedules

(11) List your Arizona Contractor's License Number(s) and category.

AZ ROC# 327700, 337405 CATEGORY: A, B-1

(12) List your Dun (D&B) Number: 081330157

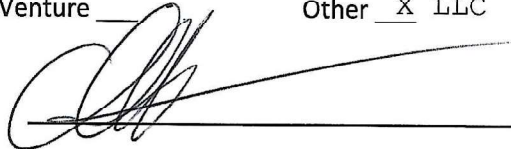
(13) Is your Firm qualified to participate in Federal Projects: YES: X NO:

(14) Is your Firm familiar with requirements for Davis Bacon Payroll? YES: X NO:

Name of Organization: Hauser Engineering Group, LLC

(Check One) Corporation ☐ Partnership ☐ Individual ☐
Joint Venture ☐ Other ☒ LLC

Submitted by:
SIGNATURE:



NAME: Christopher McCombs

TITLE: Manager

Principal Office: Glendale, AZ

Address: PO Box 6207

Glendale, AZ 85312

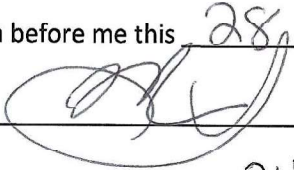
Telephone: 520-220-1644

Facsimile: 623-440-4104

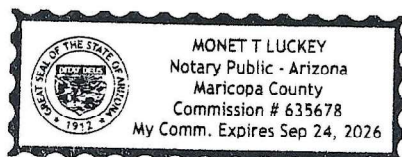
Email: Chris@hsreng.com

I, Christopher McCombs being duly sworn deposes and says that he/she is the
Manager of Hauser Engineering Group, LLC Contractor(s), and that answers to the foregoing
questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 28 day of December, 2023

Notary Public: 

My Commission Expires: 24 day or September, 2026



Attachment 3 Paragraph 6

December 28, 2023

Current Projects

Project Name: B610 Davis Monthan AFB Tucson, AZ
Project Owner: U.S. Army Engineer District, Louisville
600 Dr. Martin Luther King, Jr. Pl. Room 821
Louisville, KY 40202-2239
502-315-6184
Design Professional: U.S. Army Engineer District, Louisville
Contract Amount: \$587,325.00
Percent Complete: 21%
Scheduled Completion Date: April 2025

Completed Projects

Project Name: Repair Bridge, Fort Huachuca, AZ
Project Owner: Army Contracting Command – APG
Huachuca Division DOC Operations Branch
600 Augur Ave., Bldg 22208
Fort Huachuca, AZ 85613-7070
520-533-6629
Design Professional: Hauser Engineering Group, LLC
Contract Amount: \$308,500.00
Completion Date: September 2023

Project Name: United Rentals Gilbert, AZ
Project Owner: United Rentals
100 First Stamford Place, Ste 700
Stamford, CT 06902
203-622-3131
Design Professional: Michael Rogers Designs LLC
Contract Amount: \$1,082,992.40
Completion Date: August 2023

Project Name: Entrance Road, Casa Grande Ruins National Monument Coolidge, AZ

Project Owner: United States Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-9494

Design Professional: Federal Highway Administration

Contract Amount: \$499,253.48

Completion Date: April 2022

Project Name: Levee Road, Yuma, AZ

Project Owner: United States Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-9494

Design Professional: Federal Highway Administration

Contract Amount: \$1,388,450.95

Completion Date: February 2022

Name: Christopher J. Hauser, P.E.

Organization: Hauser Engineering Group, LLC

Position: Project Manager

Education: Bachelor of Science, Civil Engineering, University of Arizona

Certification: USACE Construction Quality Management for Contractors
Maricopa County – Dust Control Compliance Training
AGC-ADOT Erosion Control Refresher Course
BNSF Railroad Safety
First Aid & CPR with AED
OSHA 30 Hour Training & EM 385-1-1 40 Hour Training
National Highway Institute – Safety Inspection of In-Service Bridges
Air Force Global Strike Command – ATFP Level II
ATSSA Certified Traffic Control Supervisor
ATSSA Certified Flagger
Airfield Asphalt Quality Control Manager Certification

Active Registration: Arizona Professional Engineer, Civil #51462
New Mexico Professional Engineer, Civil #27910

Year of experience performing this assignment: 21

Mr. Hauser Served 8 years in the US Army & Army Reserves

Past Experience: Mr. Chris Hauser has more than 20 years of experience in quality control, project management, construction administration, construction inspection, plan review, traffic analysis, utility coordination, and structural & roadway design of private and public projects nationwide. Before starting Hauser Engineering Group, LLC, Mr. Hauser worked for private construction contractors, engineering design firms, the Department of Defense, the City of El Mirage, AZ, and is a former Chairman of the Maricopa Association of Governments (MAG) Street Committee. He has worked on many types of projects including buildings and nonbuilding structures, airfields, highways, streets, bridges, freeway systems, pump stations, utility relocation, and other capital improvement program (CIP) projects.

Relevant Past Projects Include:

Runway 4 Overrun Biggs Army Airfield Fort Bliss, TX

Mr. Hauser was the Quality Control Manager for an airfield paving and lighting project on a Department of Defense facility.

***Repair Bridge, Canelo Road, Fort Huachuca, AZ**

Mr. Hauser was the PM and Quality Control Manager on a bridge repair project at a Department of Defense facility. The scope of work included structural concrete repair, streambed repairs, asphalt replacement, and guardrail installation.

***United Rentals, Gilbert, AZ**

Mr. Hauser was the PM and Quality Control Manager for the pavement replacement at an industrial facility in Gilbert, AZ. The scope of work included removal of existing pavement, grading, and placement of more than 80,000 SF of reinforced concrete pavement.

Goldfield Admin Site Security, Maricopa County, AZ

Mr. Hauser was the PM and Quality Control Manager on the Goldfield Admin Site Security project. This project replaced existing three strand barbed wire fence with chain link fence. This included three solar powered vehicle gates and security lighting. This project was managed by the Forest Service.

National Memorial Cemetery of Arizona Phase III Expansion, Phoenix, AZ

Mr. Hauser was the Quality Control Manager for a major expansion of the National Memorial Cemetery of Arizona for the Department of Veterans Affairs. The project included renovation of existing buildings, new building construction, roadways, and 25,000 new burial sites.

***Levee Road, Yuma, AZ**

Mr. Hauser was the project manager for the paving of an existing Levee Road. The project was managed by the FHWA for the Bureau of Reclamation.

***Entrance Road, Casa Grande Ruins National Monument, Coolidge, AZ**

Mr. Hauser was the project manager for the reconstruction of the entrance road at the Casa Grande Ruins National Monument. The project was managed by the FHWA for the National Park Service.

P-117 Missile Motor Magazine Rehabilitation, Camp Navajo, AZ

Mr. Hauser was the alternate Quality Control Manager and alternate Site Safety and Health Manager for the rehabilitation of existing missile motor magazines in a high security Department of Defense facility. Mr. Hauser also composed and inspected the implementation of the Stormwater Pollution Prevention Plan.

FAMCAMP, Luke AFB, AZ

Mr. Hauser was the Quality Control Manager and Site Safety and Health Manager for the FAMCAMP construction project at Luke AFB. The project included sitework, utilities, grading, paving and building construction for a 61-space RV park.

Wharf #3 Electrical Upgrades, Port Hueneme, Ventura County Naval Base, CA

Mr. Hauser was the alternate Quality Control Manager and alternate Site Safety and Health Manager for the upgrade of existing electrical systems at Port Hueneme in anticipation of an incoming naval warship.

I-17 Verde River Bridges Rehabilitation, Camp Verde, AZ

Mr. Hauser composed the 404 permit documentation, Verde River Protection Plan, and Stormwater Pollution Prevention Plan.

UA Brigade Facility Expansion, US Army, Corps of Engineers, Fort Riley, KS

Mr. Hauser was the Quality Control Manager for a \$12.5M project that included widening existing vehicle maintenance facilities, constructing building pads and utilities for temporary offices, and expanding a child development center for the fort. The biggest challenge on this project was frequent discovery of unexploded ordnance from the area's previous usage. As the QC Manager, Mr. Hauser was responsible for daily reporting to the USACOE's project manager and inspection of all work.

Whiteman Air Force Base, MO

Mr. Hauser was the government project manager on numerous military projects at Whiteman AFB. This included working with representatives of the Kansas City District on design and construction projects.

Fort Huachuca, AZ

Mr. Hauser was the government project manager on numerous military projects at Ft Huachuca. This included working with representatives of the Los Angeles District on design and construction projects.

ADOT I-17 From Deer Valley Road to Carefree Highway

Mr. Hauser was a construction inspector and assistant project supervisor on this major widening project to increase capacity in the I-17 corridor. This \$178M construction project entailed constructing 8 bridges, Widening I-17 from two lanes each to the current configuration, Frontage Roads, Sound Walls, and an inverted syphon under the Central Arizona Project Canal. The Goal was to increase capacity north of SR101 to meet ever-increasing traffic demands. The Federal Highway Department (FHWA) was heavily involved in this project and Mr. Hauser served as the liaison between the project team and the FHWA representative. As for the specific items, Mr. Hauser completed the Department's staffing plan, supervised some of the inspection staff, held weekly meetings with the contractor, utilized the Department's computer-based programs for daily diaries and wrote supplemental agreements. Mr. Hauser also reviewed the contractor's Critical Path Method (CPM) schedule and recommended modifications or approval on a monthly basis. Working with a high-performance contractor, the team was able to implement Value Engineering (VE) changes and other innovative techniques to reduce cost and time on this successful project.

* Projects listed in Attachment 3 Paragraph 6

Name: Gabe Benner

Organization: Hauser Engineering Group, LLC

Position: Superintendent

Certification: OSHA Construction Safety 30-Hour
USACE Construction Quality Management for Contractors
First Aid/CPR/AED
Bloodborne Pathogens
ATFP Level 1 Training
Maricopa County Rule 310 Dust Control Comprehensive

Mr. Benner has 16+ years' experience as a Construction Superintendent and Site Safety & Health Officer, working in a variety of industries ranging from Federal Construction, Manufacturing, Power Generation (fossil, gas and oil), heavy civil, and commercial construction.

Project Experience:

Murray Schools Renovation, Naval Air Weapons Station China Lake, CA 8/2023 – 11/2023
Mr. Benner was the SSHO for the renovation of a government facility at China Lake.

National Memorial Cemetery of Arizona Phase III Expansion, Phoenix, AZ 6/2019 – 8/2023
Mr. Benner was the SSHO & Superintendent for a major expansion of the National Memorial Cemetery of Arizona for the Department of Veterans Affairs. The project included renovation of existing buildings, new building construction, roadways, and 25,000 new burial sites.

Sundt Construction– Intel, Chandler AZ 2/2019 – 5/2019
Managed day to day field safety operations to ensure Site and standard compliance, Worked directly with project management to ensure all employees remained current on all required Intel training. Conducted weekly site audits. Inspected work areas and corrected deficient areas continuously and immediately. Coached employees on proper procedures pertinent to scope and task.

Day and Zimmermann – Jeffrey Energy Center, St. Mary's, KS 6/2013 – 1/2019
Managed the safety department for a mechanical maintenance General Contractor at a 3 unit coal fired Power Generating Station. Oversaw day to day operations. Conducted new hire orientation. Facilitated onsite awareness courses. Managed the contractor LOTO program. Conducted all atmospheric monitoring/sampling for confined space operations. Investigated and tracked all Workers Compensation Claims. Managed the company Environmental health policy and maintained compliance with DEQ regulations.

Pro Energy Services - Allen S. King Power Plant, Stillwater, MN 1/2013 - 5/2013
Managed the safety department for Xcel Energy services during the boiler and water wall replacement at a coal fired plant. Maintained all OSHA record retention standards. Investigated any near miss incidents as well as injuries to determine root cause and corrective action plan.

Supervised orientation, background clearance and toxicology testing of all sub-tier contractor employees. Acted as Liaison between site contract service providers and plant management. Managed documentation for all atmospheric sampling/testing as well as plant Lockout/tagout program.

Alliance Safety Consultants – Intel, Chandler, AZ

7/2012 - 12/2012

Managed day to day field safety operations to ensure Site and standard compliance, Worked directly with project management to ensure all employees remained current on all required Intel training. Conducted weekly site audits. Inspected work areas and corrected deficient areas continuously and immediately. Coached employees on proper procedures pertinent to scope and work tasks. Experienced in working in clean room situations and versed in clean room protocol.

4 Corners Power Plant/Redhawk Power Plant, Farmington, NM

8/2011 - 6/2012

Managed the safety department for a mechanical maintenance General Contractor at a 3 unit coal fired Power Generating Station and a 2 unit gas /oil Power Generating station. Oversaw day to day operations. Conducted new hire orientation. Facilitated onsite awareness courses. Managed the contractor LOTO program. Conducted all atmospheric monitoring/sampling for confined space operations. Investigated and tracked all Workers Compensation Claims. Managed the company Environmental health policy and maintained compliance with DEQ regulations.

Kiewit Federal Group – Army Corps of Engineers – Salt Lake City, UT

8/2009 - 6/2011

Design and implement site specific safety plan for the UDC Early Earthwork and Substation projects. Maintain all required documentation per OSHA and USACE requirements. Perform accident/incident investigation to determine root cause and training action plans for future accident prevention. Conduct safety inspections. Engineer out hazards whenever possible and/or dictate a safe procedure while working in potentially hazardous/unsafe conditions. Work with USACE Quality Assurance Representatives to maintain compliance with EM385-1-1. Designed and maintained employee recognition plan.

Sundt Construction – Tempe, AZ

08/2007 - 07/2009

Worked on a variety of projects, 18 mile road expansion, bridge construction, waste water treatment plant and a new high school build. Duties included maintaining all record keeping as required by OSHA, conducting site safety audits and inspections, working with consultant engineers to create effective SWWPP plans for individual projects to ensure DEQ compliance, and maintained all quality assurance documentation. Managed LOTO program as well as overseeing the entire commissioning process.

Name: Christina Hauser

Organization: Hauser Engineering Group, LLC

Position: Assistant Superintendent

Certification: USACE Construction Quality Management for Contractors
Maricopa County – Rule 310 Dust Control Coordinator Training
AGC-ADOT Erosion Control Coordinator
First Aid & CPR with AED
OSHA 30 Hour Training & EM 385-1-1 40 Hour Training
ATSSA Certified Flagger

Year of experience performing this assignment: 5

Relevant Past Projects Include:

Goldfield Admin Site Security, Maricopa County, AZ

Mrs. Hauser was the assistant superintendent on the Goldfield Admin Site Security project. This project replaced existing three strand barbed wire fence with chain link fence. This included three solar powered vehicle gates and security lighting. This project was completed for the Forest Service.

***Levee Road, Yuma, AZ**

Mrs. Hauser was the assistant superintendent on the Levee Road project. This project paved an existing levee parallel to the Colorado River. The project was managed by the FHWA for the Bureau of Reclamation.

***Entrance Road, Casa Grande Ruins National Monument, Coolidge, AZ**

Mrs. Hauser was the superintendent for the reconstruction of the entrance road at the Casa Grande Ruins National Monument. The scope of work included removal and replacement of the entrance road, employee parking area, and resurfacing of the visitor parking lot. The project was managed by the FHWA for the National Park Service.

FAMCAMP, Luke AFB, AZ

Mrs. Hauser provided Quality Control and Site Safety and Health Manager services for the FAMCAMP construction project at Luke AFB. The project included sitework, utilities, grading, paving and building construction for a 61-space RV park. This project was managed by the Air Force.

* Project listed in Attachment 3 Paragraph 6

**EXHIBIT C
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAUSER ENGINEERING GROUP, LLC**

(Plans and Specification)

See following pages.

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NAVD '88

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PROJECT AREA

AND ALL ITEMS CAUSED BY CONSTRUCTION OR CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SAME OR BETTER THE CONTRACTOR'S EXPENSE.

CONSTRUCTION ACCESS LOCATIONS ARE SUBJECT TO THE TOWN APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PER AND ADEQUATE ACCESS ROADS INSIDE AND THROUGHOUT OWING FOR INSPECTION ACCESSIBILITY. THIS INCLUDES FILL AND/OR TRENCH PLATES AS REQUIRED.

R AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS ING SAFETY OF ALL PERSONS AND PROPERTY. THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL . THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COB CONSULTANTS HARMLESS FROM ANY AND ALL LIABILITY, D, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS TING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF MAG OR COB REQUIREMENTS.

R SHALL BE RESPONSIBLE FOR SUBMITTING CERTIFIED AS-BUILT NTS TO THE COB FOR REVIEW AND APPROVAL. NO FINAL ALL BE ISSUED UNTIL "AS-BUILT" PLANS CERTIFIED BY THE ER/LAND SURVEYOR HAVE BEEN SUBMITTED AND ACCEPTED BY CONSTRUCTION ACCEPTANCE OR THE RELEASE OF CERTIFICATE S SHALL NOT BE ISSUED UNTIL ALL AS-BUILT DRAWINGS AND DOCUMENTS PER THE COB'S FINAL PROJECT SUBMITTAL C BEEN REVIEWED AND APPROVED BY THE TOWN ENGINEER.

FOR CONSTRUCTION WATER CAN BE MADE BY CALLING THE E DEPARTMENT AT (623) 349-6800.

R RESPONSIBLE FOR LIABILITY ACCRUED DUE TO DELAYS S TO UTILITIES IN CONJUNCTION WITH THIS CONSTRUCTION. W NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITIES.

11	C1.2	CIVIL PLAN 2
12	C1.3	CIVIL PLAN 3
13	C1.4	CIVIL PLAN 4
CIVIL DETAILS		
14	C2.1	CIVIL DETAILS
ELECTRICAL PLANS		
15	E1.1	ELECTRICAL LEGEND AND NOTES
16	E2.1	OVERALL ELECTRICAL SITE PLAN
17	E3.1	VEHICLE ACCESS GATE 2 ELECTRICAL
18	E3.2	PEDESTRIAN GATE 1 AND PEDESTRIAN
19	E3.3	VEHICLE ACCESS GATE 1 ELECTRICAL
20	E3.4	PEDESTRIAN GATE 3 AND PEDESTRIAN
21	E3.5	VEHICLE ACCESS GATE 3 AND PEDEST PLANS
22	E3.6	VEHICLE ACCESS GATE 4 ELECTRICAL
23	E4.1	GATE INSTALLATION DETAILS
24	E4.2	DUCTBANK INSTALLATION DETAILS
25	E4.3	ELECTRICAL DETAILS
26	E4.4	ELECTRICAL DETAILS
27	E5.1	VEHICLE ACCESS GATES 1 AND 4 SIN SCHEDULE
28	E5.2	EXISTING VAULT SES, LOAD CALCULATI VEHICLE ACCESS GATE 2
29	E5.3	SINGLE LINE DIAGRAM FOR VEHICLE A GATE 4

BARRICADES	EOP	EDGE OF PAVEMENT
	FL	FLOWLINE
	FO	FIBER OPTIC
BARRICADES	BXK	BUCKEYE MUNICIPAL AIRPORT CALL SIGN
	MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
ERSEY BARRICADES	ME	MATCH EXISTING
	NTS	NOT TO SCALE
	NPI	NON-PAY ITEM
AREA	OAE	OR APPROVED EQUAL

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3. CONTRACTOR
4. IN THE FIELD
5. PROJECT MEASUREMENTS: COORDINATES
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EXISTING TAXIWAY

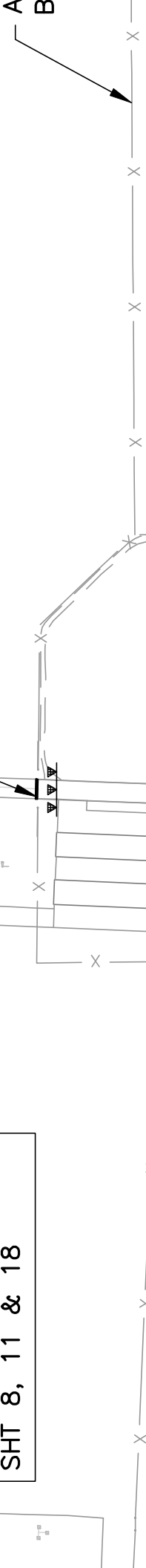
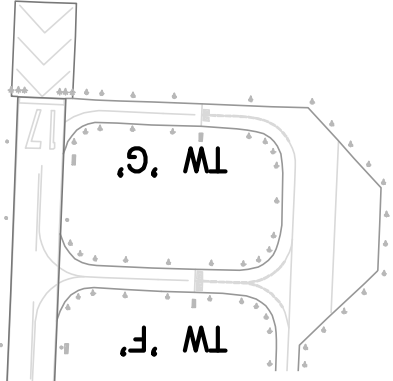
NAY '17-35'

VEHICULAR GATE #2
2x38' CANTILEVER GATES
SHT 11 & 17

Tw 0.

VEHICULAR GATE #1
2x38' CANTILEVER GATES
SHT 8, 11 & 18

VEHICULAR GATE #4
2x60' CANTILEVER GATES
SHT 9, 12 & 21

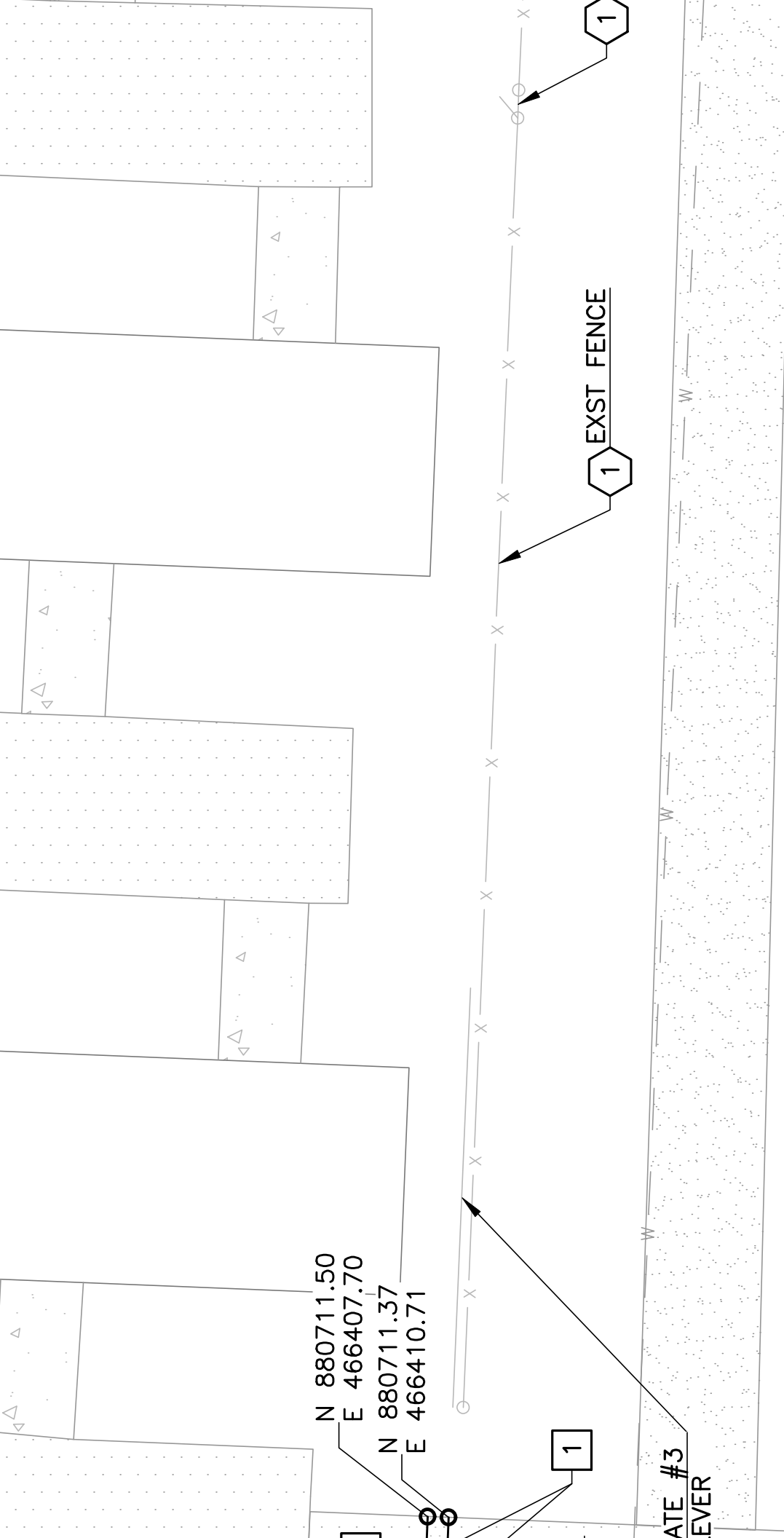


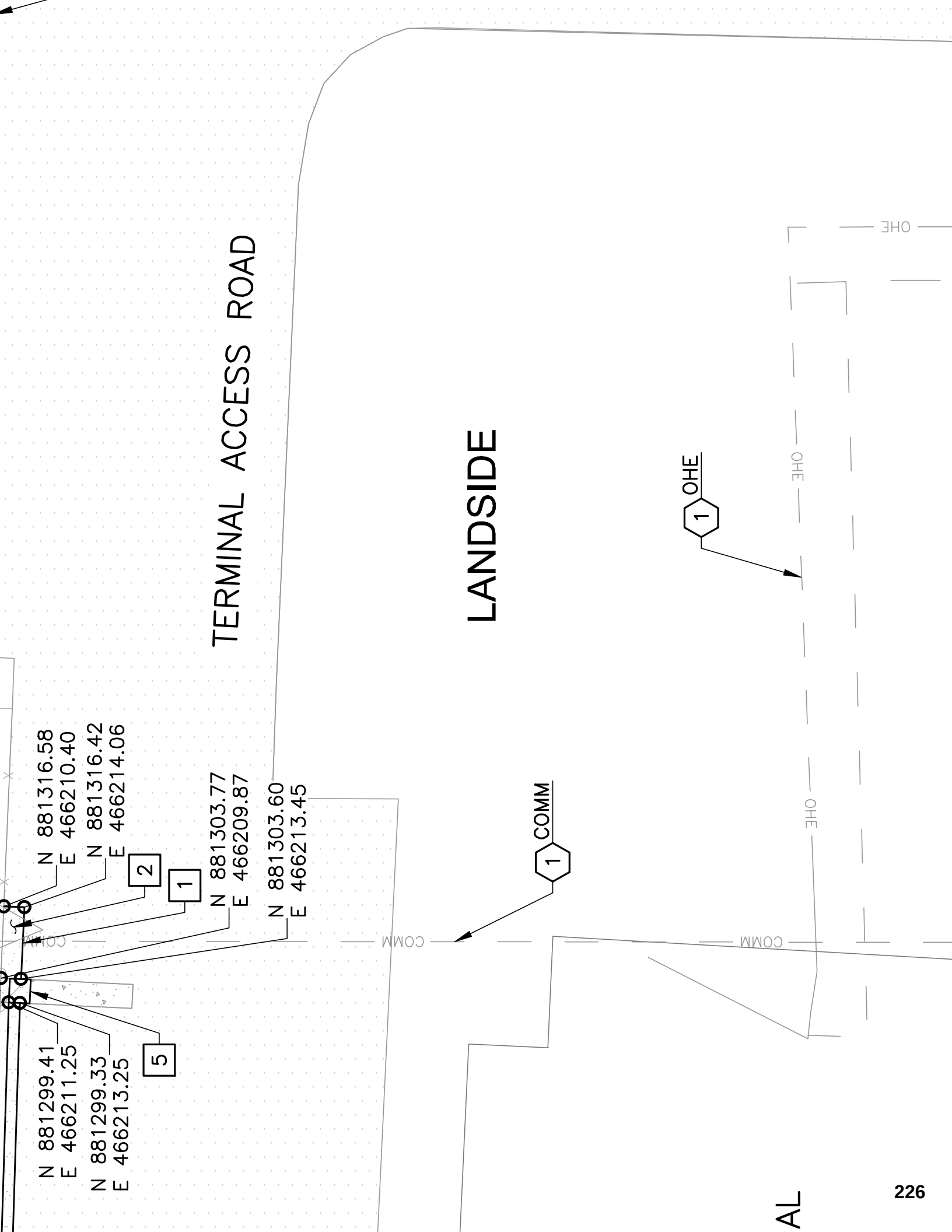
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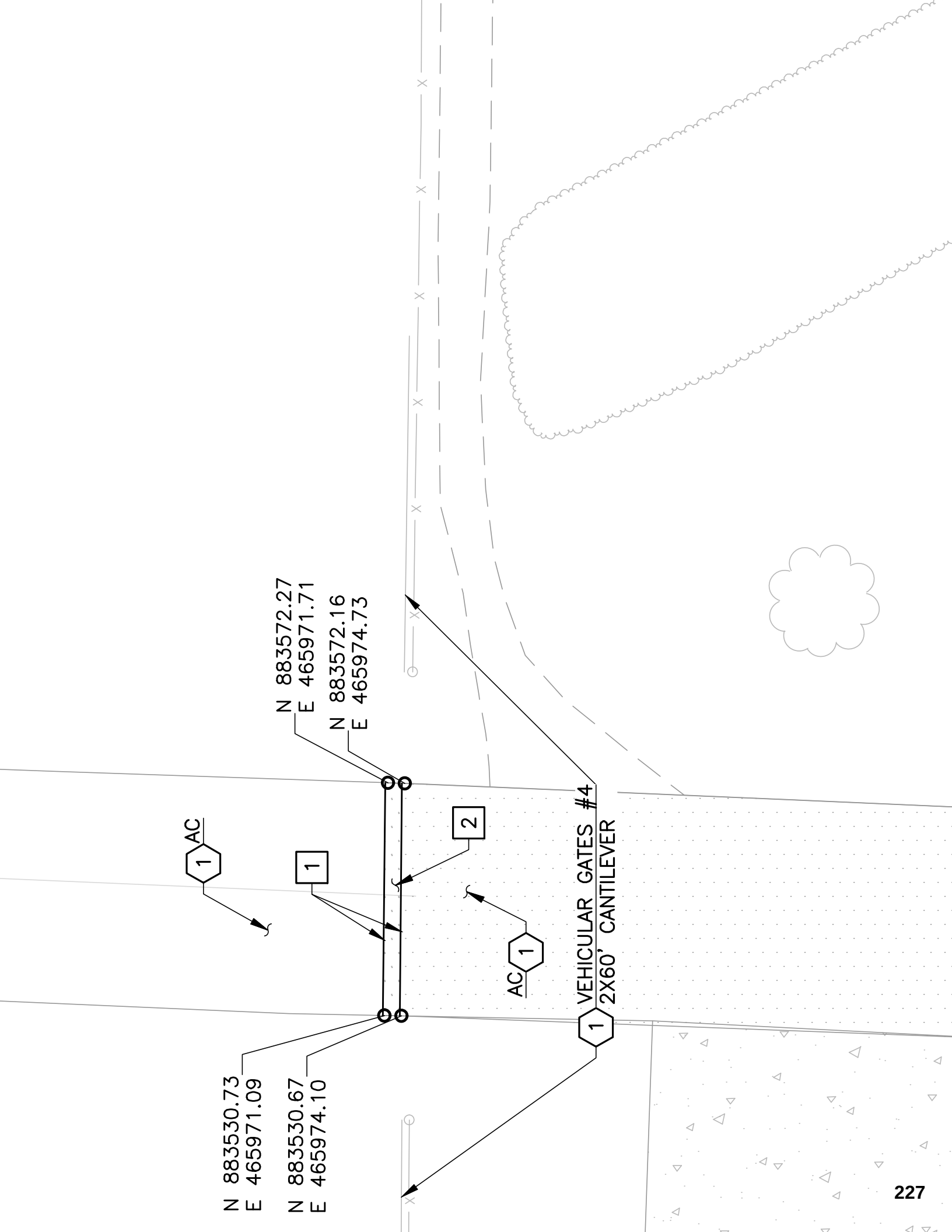
BASE BID

PHASE 1 - VEHICULAR	PEDESTRIAN GATE #
PHASE 2 - VEHICULAR	PEDESTRIAN GATES

GATE #3
SHT 19







N 883530.73
E 465971.09

N 883530.67
E 465974.10

N 883572.27
E 465971.71

N 883572.16
E 465974.73

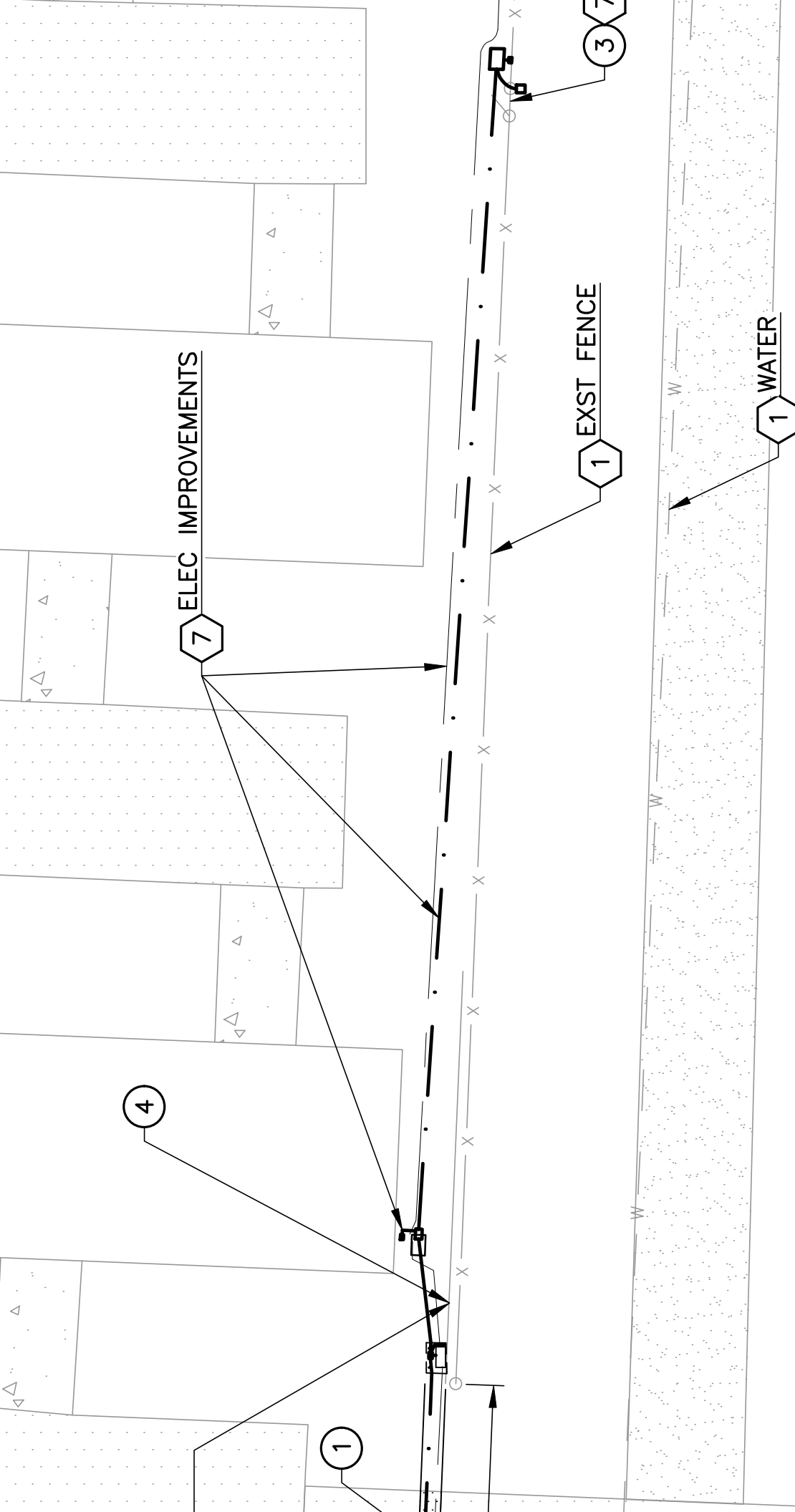
1 AC

1

2

AC 1

1 VEHICULAR GATES #4
2X60' CANTILEVER



4 ELEC
IMPROVEMENTS

TERMINAL ACCESS ROAD

LANDSIDE

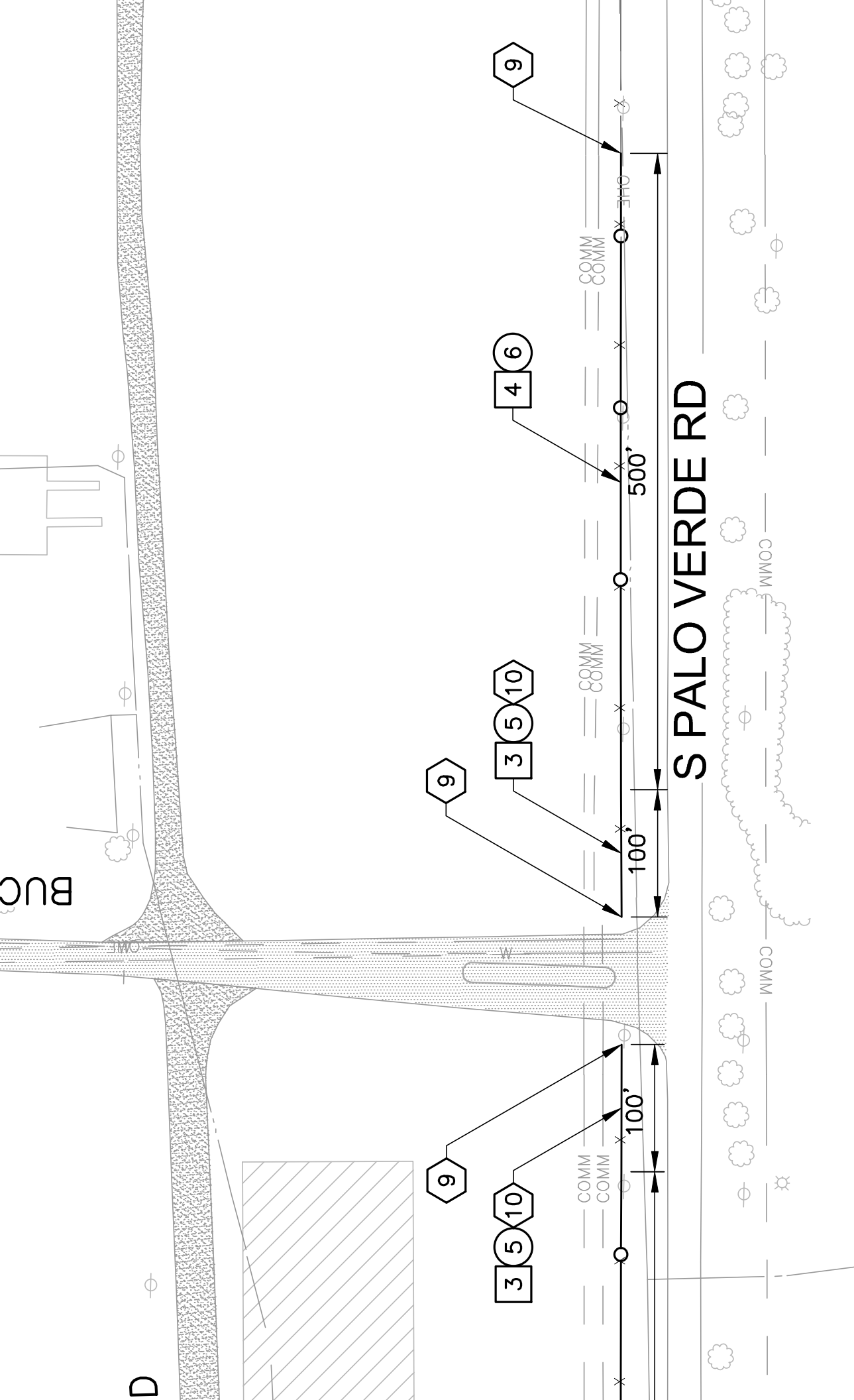
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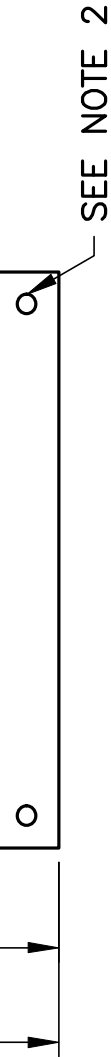
VEHICULAR GATES #4
2X60" CANTILEVER

1

48'

HIGH/LOW
PEDESTAL 8

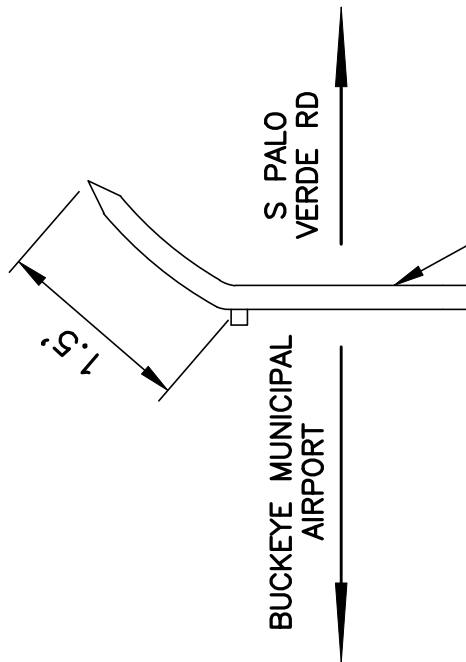




2 VEHICULAR GATE SIGN
NTS

NOTES:

1. EXPOSED TYPE IV H ALUMINUM PANEL W 0.125-INCHES ON C
2. HARDWARE AND 4 P SECURELY MOUNTED MINIMUM 90 MPH W
3. LETTERS SHALL BE HORIZONTALLY AND
4. SIGNS ARE TO BE D
5. THE CONTRACTOR S FOR SIGN AND MOU BY THE ENGINEER.
6. REFER TO DRAWINGS TO BE INSTALLED.



CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND IN THE WORK DURING CONSTRUCTION. ALL COMPONENTS OF DUST, GRIT AND FOREIGN MATERIALS, LEFT AS NEW ACCEPTANCE OF WORK.

WIRING SHALL BE #6 AWG OR SMALLER TO BE "THWN" COPPER. WIRING SHALL BE "XHHW" STRANDED COPPER. #1 AWG OR LARGER WIRING SHALL BE "XHHW" STRANDED COPPER. MINIMUM CONDUCTOR SIZE SHALL BE #12 GND.

CONDUITS TO BE SCHEDULE 40 PVC. MINIMUM DEPTH 24", UNLESS OTHERWISE SHOWN ON THE PLANS.

CONDUITS TO BE GALVANIZED RIGID STEEL, MINIMUM SIZE 3/4", UNLESS NOTED ON THE PLANS.

CONDUITS AND OTHER DISTRIBUTION AND CONTROL EQUIPMENT SHALL BE U.L. LISTED AND RATED FOR HEAVY DUTY.

CONDUITS SHALL BE SPECIFICATION GRADE.

EQUIPMENT, CONDUIT, WIRING, BOXES, ETC. SHALL BE SPECIFIED BY THE ENGINEER FOR REVIEW PRIOR TO ORDERING. THE EQUIPMENT SHALL BE NEATLY GROUPED AND ORGANIZED. PERTINENT INFORMATION SHALL BE HIGHLIGHTED, AND THE SPECIFIC PRODUCT SHALL BE IDENTIFIED. THE SUBMITTAL SHALL INCLUDE A COMPLETE LIST OF EQUIPMENT AND MATERIALS, INCLUDING THE MANUFACTURER'S NAME, MODEL NUMBER, DESCRIPTION, TECHNICAL LITERATURE, INSTRUCTIONS, CATALOG CUTS, INSTALLATION INSTRUCTIONS, AND RECOMMENDATIONS FOR EACH DIFFERENT ITEM OF THE EQUIPMENT.

ORGANIZATION OF THE CONTRACTOR TO ORGANIZE HIS WORK, SO THAT THE ELECTRICAL, INSTRUMENTATION, AND CONTROL SYSTEM WORK WILL BE PROVIDED, AND WILL BE SUPPORTED BY THE CONTRACTOR AND RECORD DRAWINGS, AND O & M MANUALS.

BEFORE BEGINNING UNDERGROUND EXCAVATION, THE CONTRACTOR SHALL SET BLUE STAKE TO OBTAIN FIELD UNDERGROUND UTILITIES LOCATION. THE CONTRACTOR SHALL UNCOVER AHEAD OF ALL UTILITIES BEING TIED INTO AND ALL INTERSECTING UTILITIES AND UTILITIES AS SHOWN ON THE PLANS OR MARKED ON THE PLANS TO VERIFY THEIR LOCATION AND DEPTH. UTILITY SERVICES TO BE LOCATED AND PROTECTED SHALL BE LOCATED AND PROTECTED BY THE CONTRACTOR. COORDINATE WITH ENGINEER AND/OR APPROPRIATE AGENCIES.

CONCRETE ENCASED CONDUIT

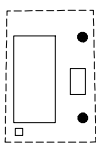
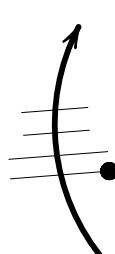
EXISTING FIBER OPTIC

CONDUIT HOME RUN

CONDUIT HOME RUN INDICATE NUMBER OF LONG STROKES INDICATE SHORT STROKES INDICATE CONDUCTORS, STROKES INDICATE GROUND CONDUCTOR

CONDUIT STUB-UP WITH

GATE MOTOR OPERATOR



SHEET INDEX:

<u>SHEET NUMBER</u>	<u>SHEET ID</u>	<u>PLAN NAME</u>
15	E1.1	ELECTRICAL LEGEND
16	E2.1	OVERALL ELECTRICAL
17	E3.1	VEHICLE ACCESS GATE 1
18	E3.2	PEDESTRIAN GATE 1
19	E3.3	VEHICLE ACCESS GATE 2
20	E3.4	PEDESTRIAN GATE 3
21	E3.5	VEHICLE ACCESS GATE 3

EXISTING RUNWAY 17-35

EXISTING TAXIWAY D

EXISTING TAXIWAY H

EXISTING TAXIWAY E

VEHICLE

SEE
*ELEC

VEHICLE GATE 1

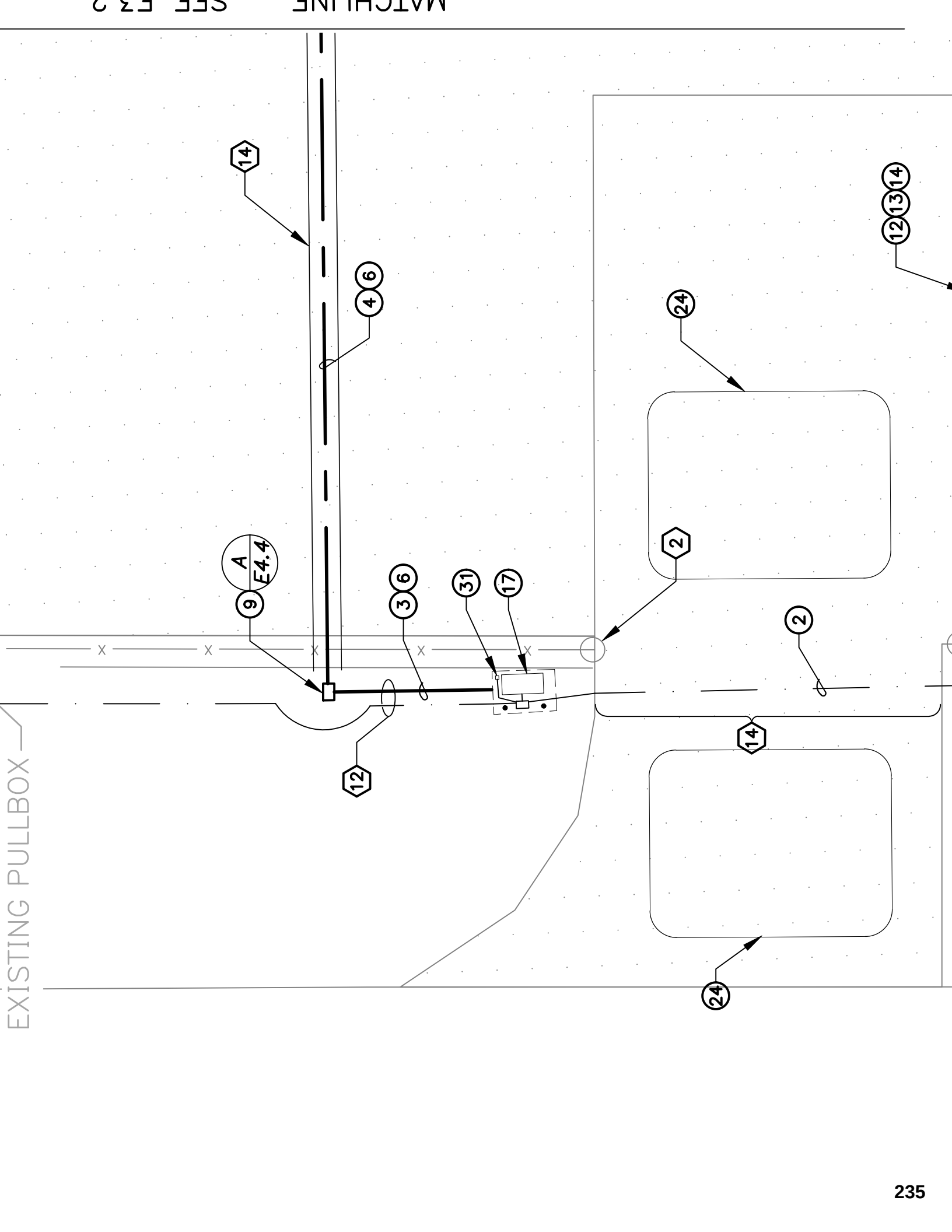
*SEE SHEET E3.3 FOR
ELECTRICAL SITE PLAN

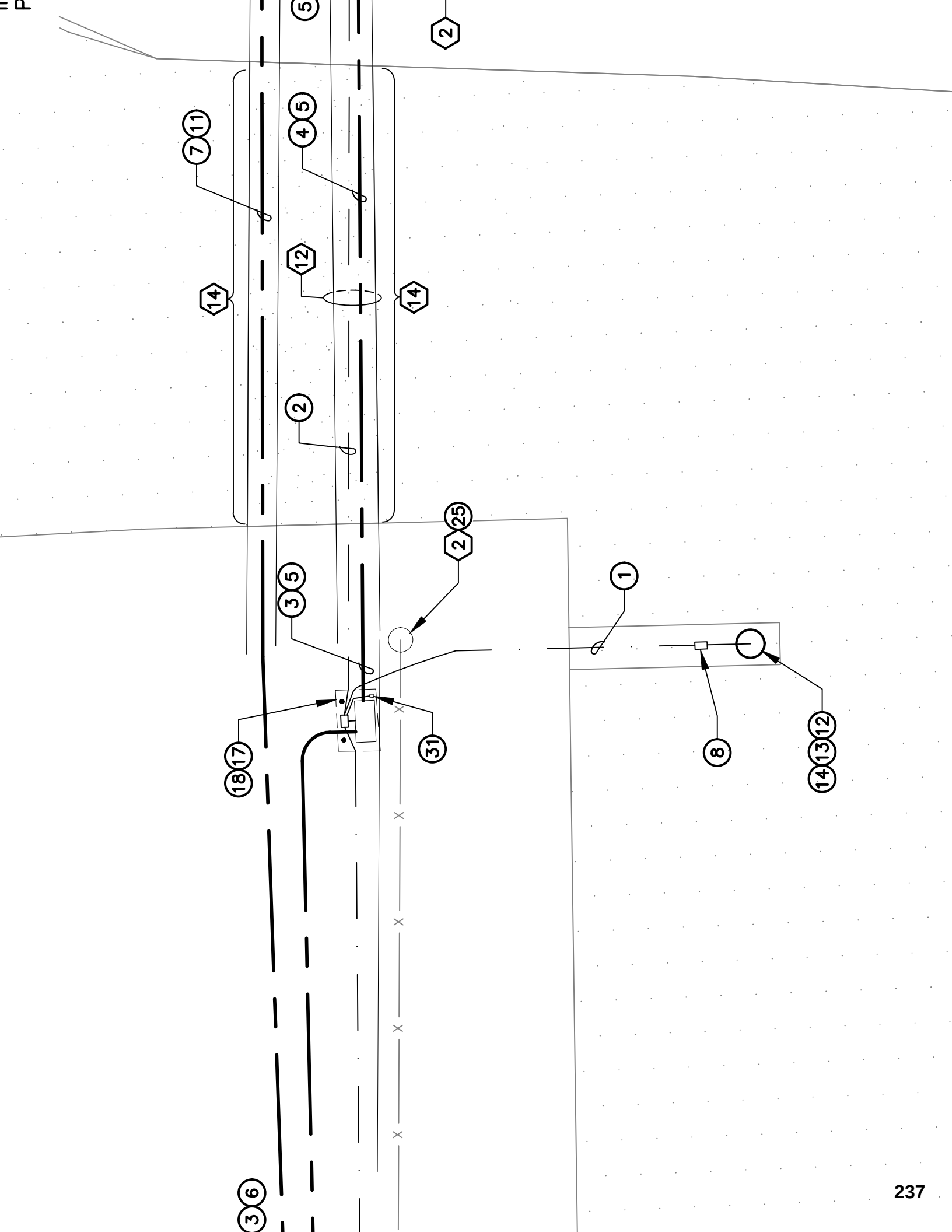
PEDESTRIAN GATE 1 AND PEDESTRIAN GATE 2

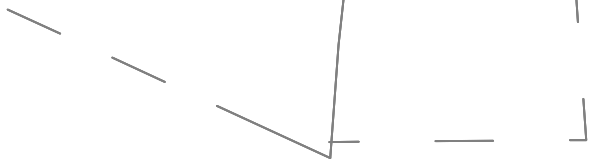
SEE SHEET E3.2 FOR
ELECTRICAL SITE PLANS

PEDESTRIAN GATE 3 AND PEDESTRIAN GATE 4

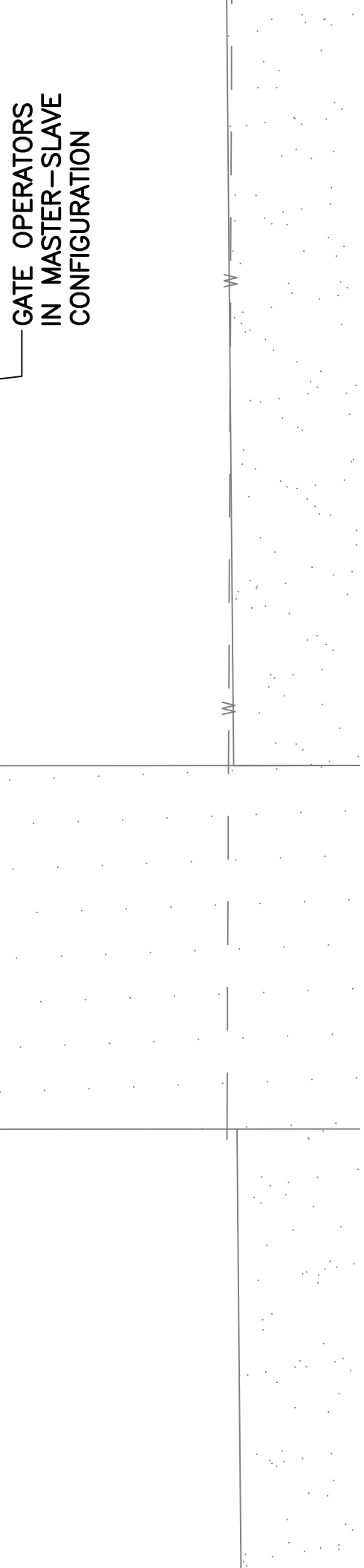
SEE SHEET E3.4 FOR
ELECTRICAL SITE PLANS



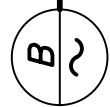




GATE OPERATORS
IN MASTER-SLAVE
CONFIGURATION



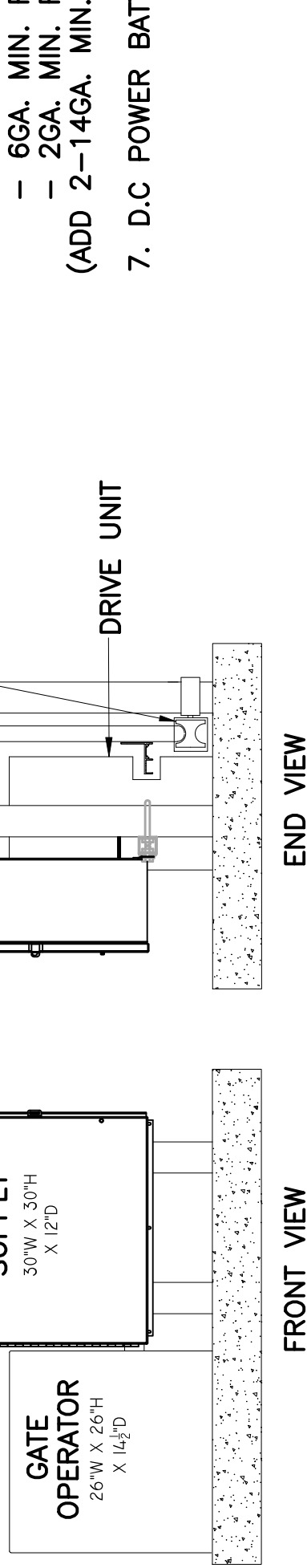
B VEHICLE ACCESS GATE 3 ELECTRICAL SITE PLAN



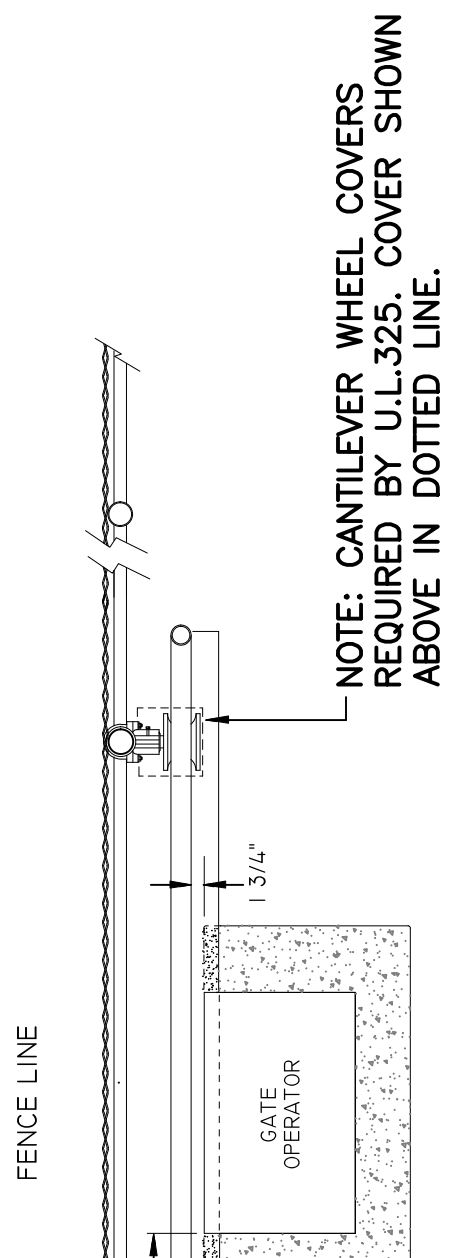
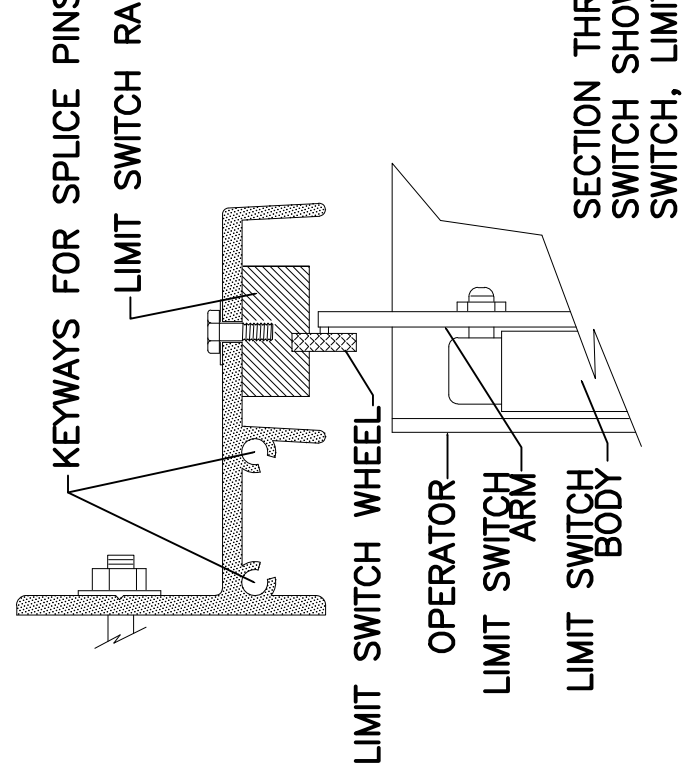


2 EXISTING VEHICLE ACCESS GATE (SINGLE OR DOUBLE)

12 PROVIDE 12" MINIMUM HORIZONTAL SEPARATION BETWEEN POWER AND GATE ACCESS/COMM CONDUITS IN JOINT TRENCH AS REQUIRED



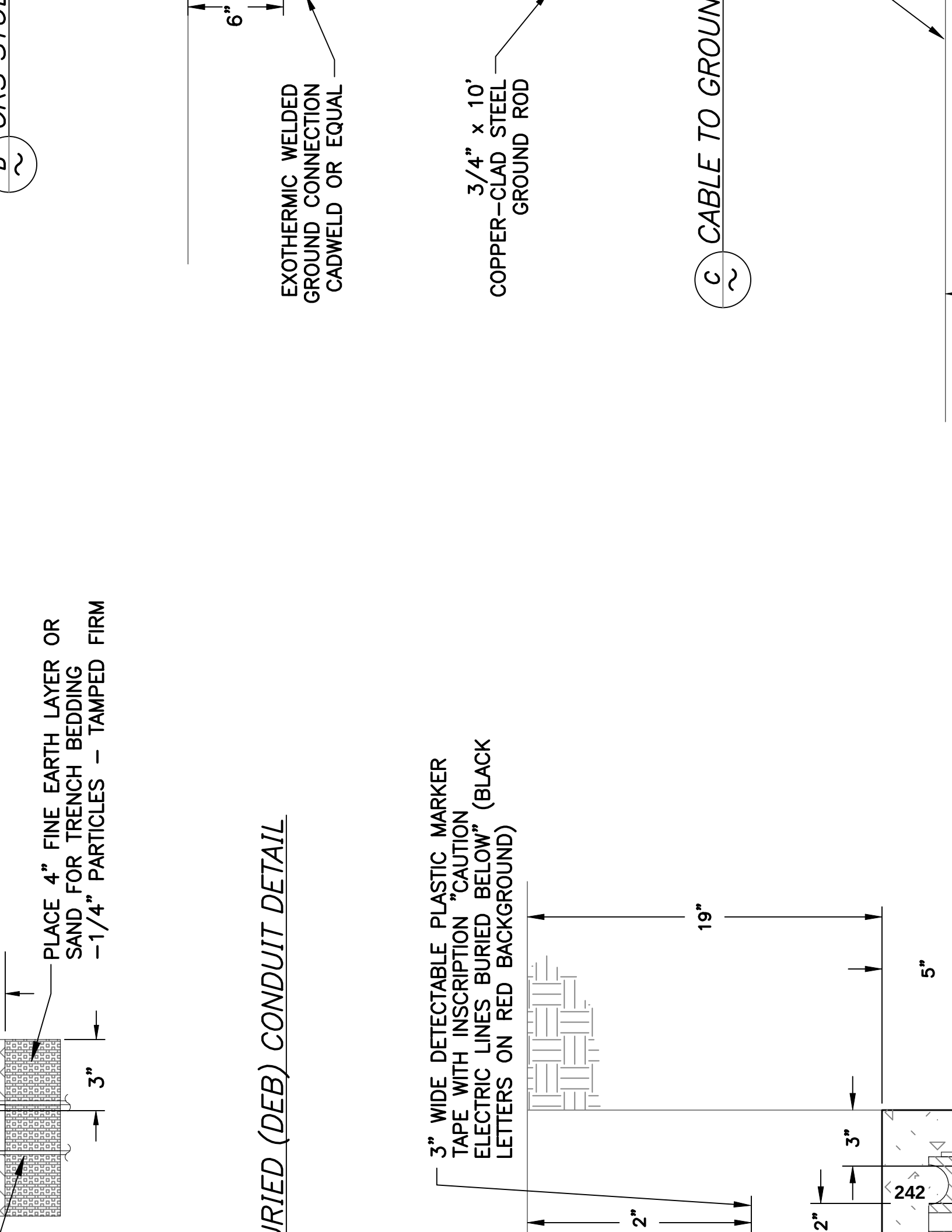
B *DC REMOTE POWER PACKAGE*



CONCRETE SLAB DIMENSIONS RECOMMENDED ARE:
 20" FROM FRONT TO BACK AND 16" DEEP.
 LOCAL FROST CONDITIONS AND SOIL CHARACTERISTICS
 ACT REQUIREMENTS IN YOUR AREA.

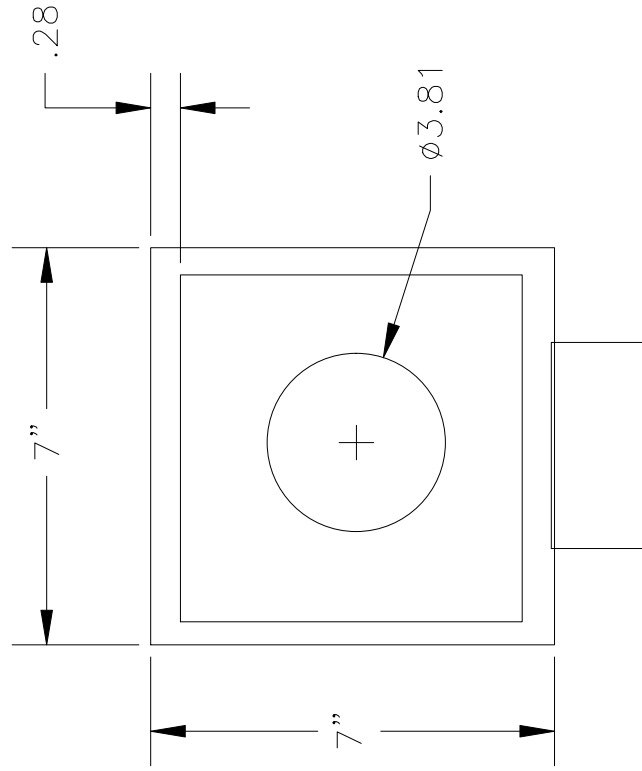
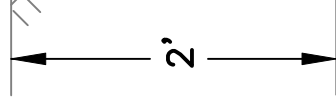
IS INSTALLED ON A CONCRETE PAD AND CONNECTED
 RIGHT HAND CANTILEVER GATE PANEL. 4" POSTS ARE
 FC 1/2" GATE SUPPORT AND FENCE TERMINATION.

IN OPERATION. TAPERED ENDS, ALWAYS PA
 SIDE VIEW OF LIMIT RAMP AND LIMIT SWIT
 TOWARD THE OPERATOR DRIVE WHEELS.

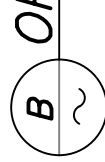
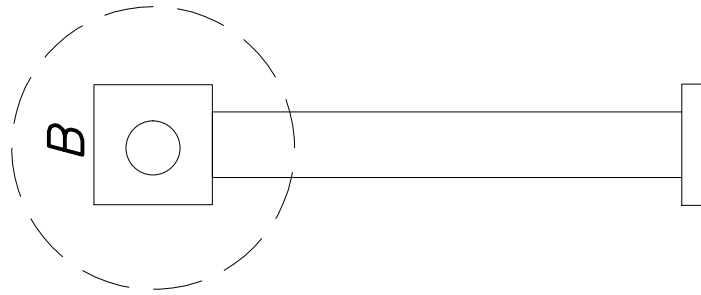


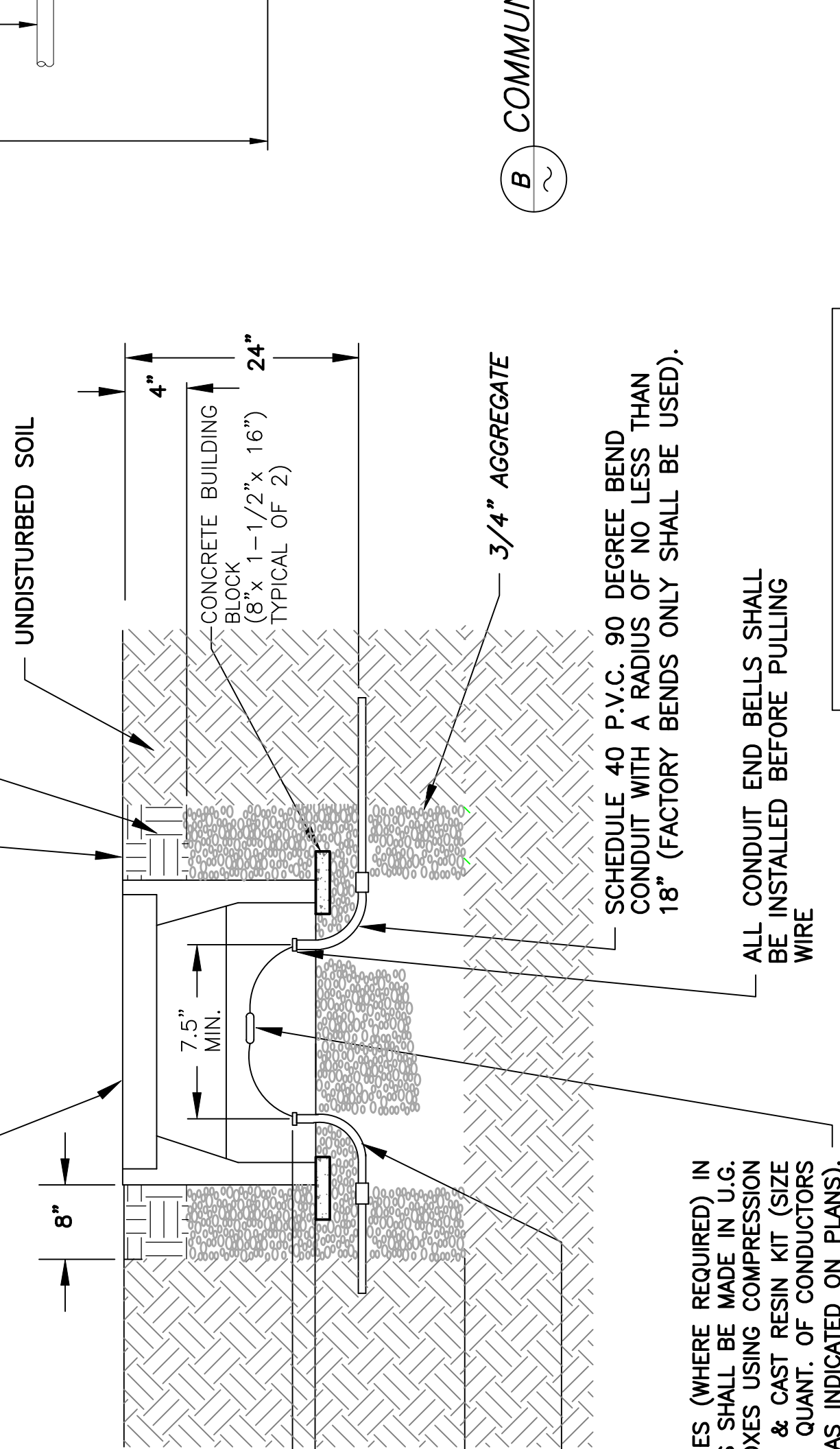
NEW #6 GROUND CONDUCTOR -
EXOTHERMIC CONNECT TO NEW 3/4"
X 10' GROUND ROD AND BOND TO
SECONDARY OF NEW TRANSFORMER

AC PAVEMENT SECTIONS AND
GRADES PER CIVIL PLANS (TYP)



DETAIL B

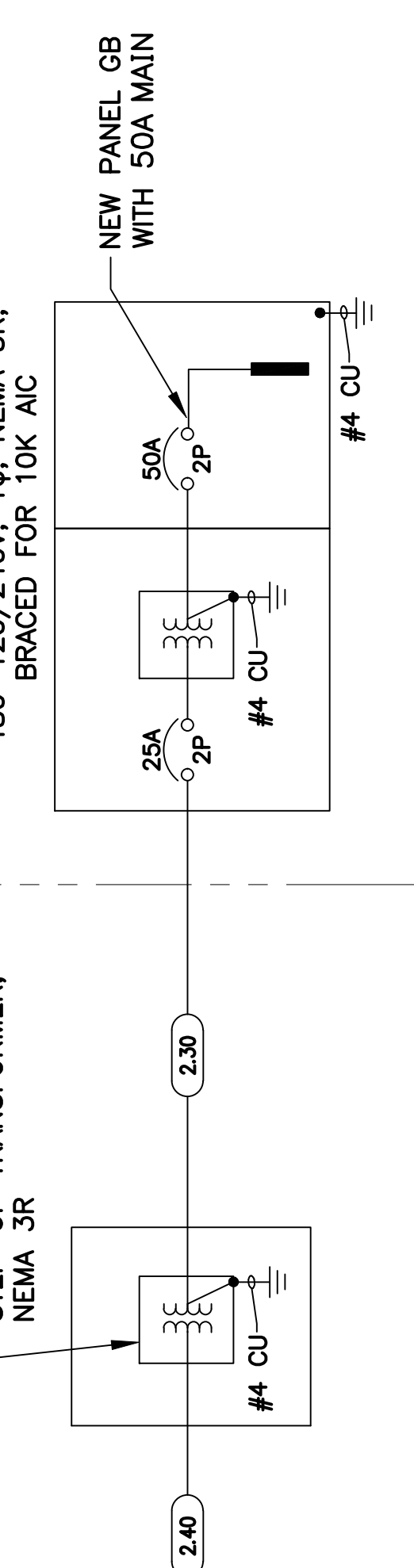




B COMMUN

PROVIDE CU BOND FOR ENCLOSURE LID

JUNCTION/PULL BOX DETAIL



VEHICLE ACCESS GATE 1 SLIDE DRIVER
 2.10

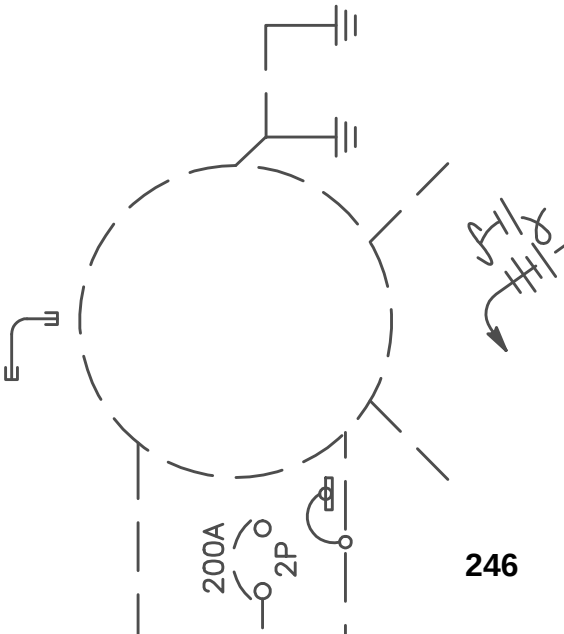
VEHICLE ACCESS GATE 1 SLIDE DRIVER
 2.10

A SINGLE LINE DIAGRAM

CONTRACTOR SHALL NOTIFY
ERS DISCRETION, FOR THE
N THE FIELD WITH MAXIMUM
TE THE FAULT CURRENT
ER NEC 110.24.

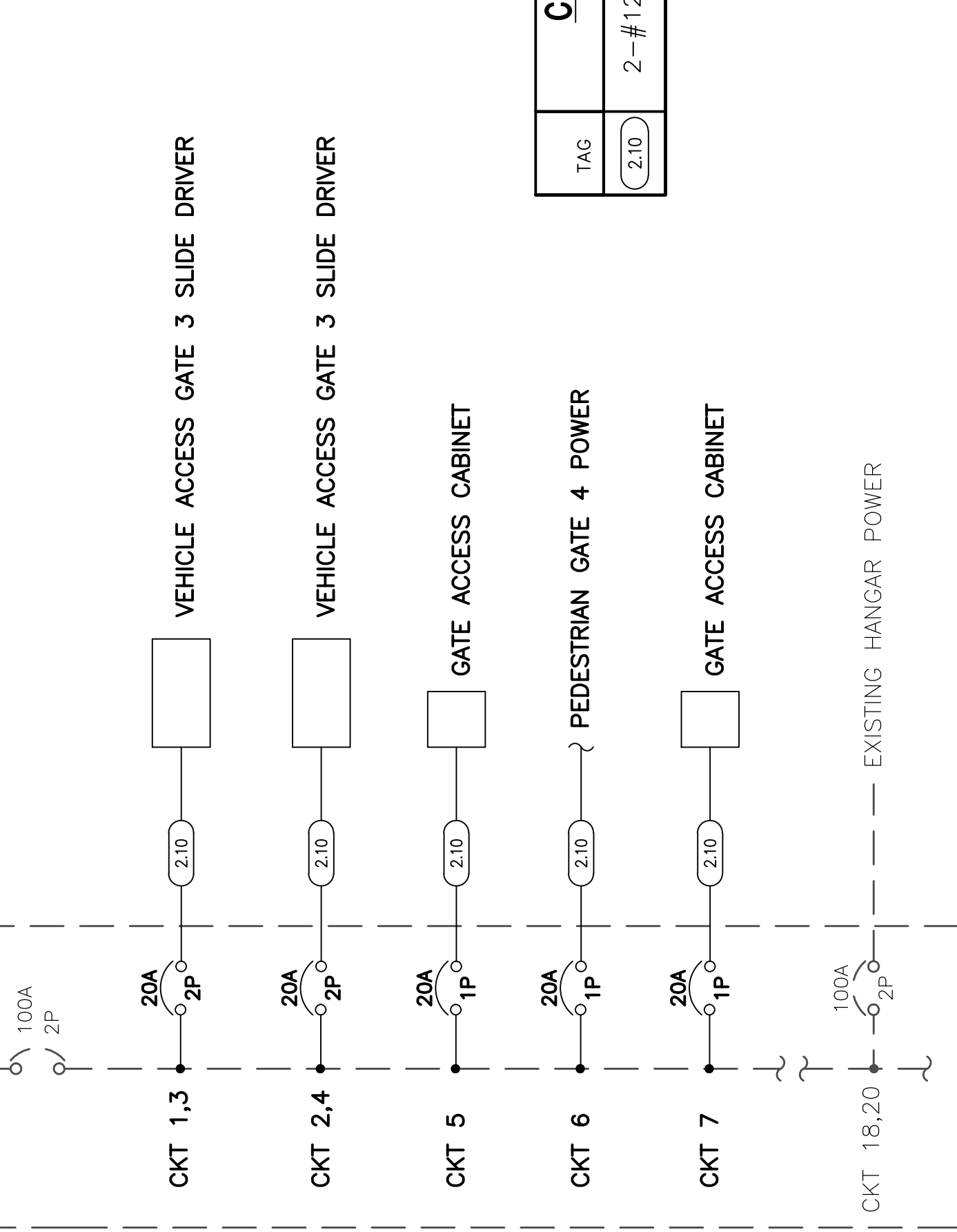
RADIO CONTROL PANEL	20/1	23	
VAULT RECEPTACLES	20/1	25	
SPARE	20/1	27	
SPARE	20/1	29	
		31	
		33	
		35	
		37	
		39	
CONNECTED KVA PER PHASE			0.0
CONNECTED AMPS PER PHASE			0.0
25% OF CONTINUOUS & LIGHTINGLOAD (KVA)			0.0
LARGEST MOTOR (25%)			0.0
CODE KVA PER PHASE			0.0
CODE AMPS PER PHASE AT 120V			0.0

EXISTING EMERGENCY GENERATOR
100KW/75KVA, 120/240, 1 ϕ , 3W,
NEMA 3R ENCLOSURE, 22KAIC



B MODIFIED PANEL A SCHEDULE
(LOCATED INSIDE AIRFIELD

CIRCUIT/DESCRIPTION



2.10	C
2-#12	

A SINGLE LINE DIAGRAM

GENERAL TECHNICAL PROVISIONS

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Item	Description	Page
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20	Airfield Barricading, Safety and Security	GTP-5
30	Construction Items	GTP-7



Duane H. Dana

Expires 03/31/26

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Item 10 General Specifications

10.01 Utilities and Existing Facilities

This item shall govern the field location of all underground existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the location of all underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The Contractor shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The Contractor shall pot hole and use prudent care when excavating and locating said utilities.

The Contractor shall, after October 1, 1988, comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3. and other pertinent Sections of the Blue Stake Law. The Airport is not a member, but has distribution systems for gas, electrical, water, and sewer on the site. The Contractor shall be responsible for locating all Owner and non-Owner utilities.

The Contractor's attention is directed to the following Arizona Revised Statutes:

a. ARS 40-360.22. Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

b. ARS 40-360.23. Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner no shall it excuse such persons from liability for any damage or injury resulting from his negligence.

c. ARS 40-360.28. Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

10.01.01 Existing Utilities

The Contractor is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the Contractor shall verify the exact location of the utilities. The Contractor shall be responsible for any damage done to public or private property and shall be repaired at the Contractor's expense.

Location of any underground telephone lines may be field verified by calling the Blue Stake Center telephone number 263-1100 or 1-800-STAKE-IT (Outside Maricopa County). The Contractor is required by Blue Stake Center to call at least two (2) working days before digging. The Contractor shall locate all utilities that Blue Stake will not locate.

The following utilities companies may serve the Airport directly or can provide services as requested.

Utility Companies for Existing Utilities and Flood Plain Information

Utility	Description
Water	City of Buckeye
Sanitary	City of Buckeye
Electrical	Arizona Public Service (APS)
Airport	The City of Buckeye
Telephone	CenturyLink
CATV	Cox Communications
Gas	Southwest Gas
Drainage	Maricopa Flood Control District, City of Buckeye

The Contractor is to protect all existing facilities during construction. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

Measurement for "Location of Underground Utilities" shall be by the actual cost of the work. Cost for work for subcontractors (i.e., Utility Designation/Potholing contractor) will be based upon invoiced cost from the subcontractor. Cost shall be calculated in accordance with the MAG Uniform Specifications, Section 109. Underground Utility Location costs will be subject to daily monitoring and approval by the City of Buckeye.

Payment for location of underground utilities, measured as prescribed above, shall be paid based on approved actual costs. Such payment shall be full compensation for furnishing all labor, equipment tools and materials and for all designation, preparation, excavation, backfilling and placing of materials; and for all incidentals necessary. Payment for the cost of each utility location will not be made until satisfactory survey data has been submitted to the City of Buckeye.

Payment shall be made under:

Item GTP-10.01.1 Location of Underground Utilities – per Lump Sum

10.01.02 Water for Construction Purposes

The Contractor at their expense shall provide all water required for and in connection with the work to be performed. The Contractor shall remove all temporarily installed waterlines, after completion of the work, if directed to do so by the City of Buckeye.

It is the Contractor's responsibility to identify the water source, its compatibility, storage, and costs for all water requirements for this project. The Contractor must submit a water source and its intended use to

the City of Buckeye for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

10.01.03 Electrical Power

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at their expense. The Contractor shall remove all temporarily installed electrical facilities, after completion of the work, if ordered to do so by the City of Buckeye.

10.01.04 Telephone Service

The Contractor shall make all necessary arrangements with the telephone utility for office telephones at the site and separate telephones, fax, high-speed internet, and a direct service line in the office of the City of Buckeye, and shall pay all monthly charges therefore including long distance calls from the office of the City of Buckeye. All contractors and others performing work or furnishing services at the site shall be permitted to use the Contractor's telephone without charge for calls pertaining to the work.

10.01.05 Sanitary Facilities

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, at their own expense, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

END SECTION 10

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Item 20 Airfield Barricading, Safety and Security

20.01 Description and Scope

This item shall consist of furnishing and implementing an Airfield Traffic Control and Barricade Plan for the Security Upgrades project. The Contractor is required to provide a plan that will ensure a safe and controlled traffic environment (construction and aircraft alike) during construction in accordance with the Phasing Plans provided in the contract drawings. The Contractor shall be responsible for submitting a project specific Phasing and Barricading Plans in which the limits of construction operations are outlined in a manner consistent with his Construction Schedule, for the approval of the City/Airport.

The Barricade and Traffic Control Plans must be submitted by the Contractor at the Pre-Construction Conference.

The Contractor shall submit a Cleanup Plan for approval by the Owner to be followed at the close of each day's work. At a minimum, the Plan shall include an itemized, detailed list of tasks and equipment to be used to properly clear all Aircraft Parking Ramp areas. The Plan shall specifically identify all work to be performed on a daily basis for each Phase of construction identified on the plans. The Plan shall also include the requirement of the Contractor and City of Buckeye to perform a site walk of the entire effected area of construction a minimum of 2-hours before that area is scheduled to be re-opened to aircraft traffic to assure that it has been cleaned and cleared of all equipment and Foreign Object Debris (FOD).

The Contractor shall be responsible for providing, the installation of, and the maintenance of barricades, lights, and traffic control devices necessary for the control of aircraft, vehicular, and pedestrian traffic, (24-hours a day). Any requests to modify the approved barricading and phasing plans must be submitted to the City of Buckeye for review and approval.

20.02 Barricade Requirements

All construction areas shall be delineated with low-profile barricades that meet FAA standards to prevent intrusion by taxiing aircraft, vehicles, or pedestrians, (FAA AC 150/5370-2, latest edition). Low-profile barricades shall be orange in color with white reflective tape on both sides of the barricade and shall be a minimum of six (6) feet in length and a maximum of ten (10) inches in height, (not including required flagging or lights).

All barricades must be equipped with RED omni-directional lights, either flashing or steady burning, to provide additional visual warning whether during normal daytime and night-time operations or during periods of reduced visibility due to weather conditions. Lights may be either battery-powered or solar powered, however, the intensity of the lights must be sufficient to adequately and without ambiguity delineate the construction areas. The Contractor is responsible to maintain all barricade lights in working condition to the approval of the City of Buckeye 24 hours a day.

Barricades should include orange or alternating orange and white checkered flags at least 20 inches by 20 inches square and securely fastened to prevent jet engine ingestion. The barricades shall be installed so that they are always in the extended position and properly oriented. Maximum spacing between barricades shall adhere to the approved plans, or as directed by the City of Buckeye.

20.04 Safety Plan Compliance

The Contractor shall be responsible to provide a Construction Safety and Phasing Plan compliance document at the Preconstruction Conference. The Safety Plan Compliance Document (SPCD) details how the Contractor will comply with the CSPP (Appendix A). Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications. The effort required to prepare and submit a SPCD acceptable to airport operations shall be considered incidental to the Airfield Safety and Security line item provided in the bid, (GTP-20.05.1).

20.05 Method of Measurement and Payment

Measurement and payment for Airfield Safety and Security for Security Upgrades project shall be made at the contract lump sum price, and shall be considered full compensation for furnishing all labor, materials, barricades, lights, flags, crossing guards, escorts, directional or way-finding signage, power vacuum sweepers; furnishing, placing, repositioning, and removal of temporary airside traffic control devices; application and removal of temporary pavement marking paint, all vehicle and equipment markings, security badges and training for all construction personnel (if required by COB), tools, equipment, flagmen, cell phones, radios, and incidentals required to safely control traffic as identified in the Phasing Plans to provide the proper security for the Airport. Partial payments of the lump sum item(s) will be made uniformly over the contract time, provided that the airside safety and security is maintained and satisfactory to the City Inspector and Airport Project Supervisor.

Payment will be made under:

Item GTP-20.05.1 Airfield Safety and Security – per Lump Sum

END SECTION 20

Item 30 Construction Items

30.01 Asphalt Concrete Pavement

Asphalt Concrete Pavement shall consist of furnishing and installing asphalt concrete, 4-inch depth and crushed aggregate base course (ABC), 6-inch depth, as shown in Detail 1 on Drawing C2.1. The Asphalt Concrete Pavement shall be in accordance with MAG Standard Specifications 310 and 321.

Measurement and payment for Asphalt Concrete Pavement shall be made at the contract unit price per square yard. This item shall be placed in accordance with the plans, details, and project specifications and as accepted by the RPR. This price shall be full compensation for all labor, materials, and equipment necessary to complete the item as identified in the plans, details, and specifications including all work, materials, removals, excavation, material testing, etc. for a completed item in-place.

Payment shall be made under:

Item GTP-30.01.1 AC Pavement, Det 1, Dwg C3.1 – per Square Yard

30.02 Gate Signage (Vehicular and Pedestrian)

This item shall consist of furnishing and installing a gate sign at the locations shown on the plans or as directed by the Engineer. The sign shall be in accordance with Detail 2 and Detail 3 on Drawing C2.1 and as outlined in this specification.

Measurement and payment for the installation of gate signage shall be made at the contract unit price per each installed and accepted. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item, in place (including any necessary removals, etc.), as shown on the plans, or as directed by the Resident Engineer, including any modifications required to the existing surroundings as required for a clean installation.

Payment shall be made under:

Item GTP-30.02.1 Vehicular Gate Sign, Det 2, C3.1 – per Each

Item GTP-30.02.2 Pedestrian Gate Sign, Det 3, C3.1 – per Each

30.03 Replace Existing Gate Rollers and Bearings

This item shall consist of replacing the gate rollers and bearings of the existing cantilever vehicular gates. The Contractor shall match the type of rollers and bearings and replace in kind. The Contractor shall salvage the existing gate rollers and bearings and return to the Airport. The Contractor shall dispose of any remaining materials not accepted by the Airport. These materials shall be disposed of outside the Airport's limits at the Contractor's discretion.

Measurement and payment for the materials identified below shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item, in place, as shown on the plans or as directed by the Engineer. All effort and material required for the removal and installation

shall be incidental to this item. Payment is to be made per each cantilever gate, which shall include the replacement of all existing rollers and bearings.

Payment shall be made under:

Item GTP-30.03.1 Replace Gate Rollers and Bearings – per Each

30.04 Remove Existing Chain-Link Fence and 3-Strand Barbed Wire

This item shall consist of the removal of existing fencing and 3-strand barbed wire. The Contractor shall dispose this material outside the Airport's limits at the Contractor's discretion.

Measurement and payment for the removals are identified below and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item, in place, as shown on the plans or as directed by the Engineer. All effort and material required for the removals shall be incidental to this item.

Payment shall be made under:

Item GTP-30.04.1 Remove Existing Chain-Link Fence and 3-Strand Barbed Wire (Base Bid) – per Linear Foot

Item GTP-30.04.2 Remove Existing Chain-Link Fence and 3-Strand Barbed Wire (Add Alt 1) – per Linear Foot

30.05 Wrought Iron Fence

This item shall consist of furnishing and installing new wrought iron fence at the locations shown on the plans and/or as directed by the Resident Engineer. Furnish materials in accordance with Detail 4 on Drawing C3.1. The new fence shall include, but not be limited to, the fence posts, pickets, rails, post caps, concrete footings, and all necessary fittings and tools required for proper installation. The wrought iron fence shall be galvanized steel with a black powder-coated finish. The concrete footings shall conform with MAG Std Det 725, and the concrete shall be Class AA. Specifications for the wrought iron fence materials and concrete footings shall be approved by the Engineer prior to construction.

Measurement and payment for the materials identified below shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item, in place, as shown on the plans or as directed by the Engineer. All effort and material required for the installation shall be incidental to this item.

Payment shall be made under:

Item GTP-30.05.1 Wrought Iron Fence (Base Bid), Det 4, Dwg C3.1 – per Linear Foot

Item GTP-30.05.2 Wrought Iron Fence (Add Alt 1), Det 4, Dwg C3.1 – per Linear Foot

30.06 Concrete Sidewalk

This item shall consist of furnishing and installing concrete sidewalk in accordance with MAG Std Det 230, and this Technical Specification. The sidewalk shall be constructed with concrete in accordance with Class AA Concrete as per MAG Section 725. Sidewalk construction shall conform to MAG Section 340.

Measurement and payment for Concrete Sidewalk shall be made at the contract unit price per square foot. This item shall be placed in accordance with the plans, details, and project specifications and as accepted by the Resident Engineer. This price shall be full compensation for all labor, materials, and equipment necessary to complete the item as identified in the plans, details, and specifications.

Payment shall be made under:

Item GTP-30.06.1 Concrete Sidewalk, MAG Std Det 230 – per Square Foot

END SECTION 30

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CIVIL TECHNICAL PROVISIONS

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P-101	Preparation/Removal of Existing Pavements	P-101-1



Expires 03/31/26

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 3.5 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization (3.5% Max) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 *Equal Employment Opportunity is the Law Poster*

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 *Employee Rights under the Davis-Bacon Act Poster*

END OF ITEM C-105

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 2 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site at the location indicated in the plans, it shall be broken to a maximum size of 2 inches.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure water, heater scarifier (asphaltic concrete only) and sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

- a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.
- b.** Repair joints and cracks in accordance with paragraph 101-3.2.
- c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.
- d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-604.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 Removal of Pipe and other Buried Structures. Not used.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

101-4.2 Pavement Sawcutting. The unit of measurement for sawcutting existing pavement shall be made by the number of linear feet, completed in conformance with these specifications. Measurement for any variation in depth or thickness shall not be considered. Measurement shall be made to the nearest foot.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Sawcut Exst AC Pavement (Full Depth ± 4 Inch) – per Linear Foot
Item P-101-5.2	Remove Exst AC Pavement (Full Depth ± 4 Inch) – per Square Yard
Item P-101-5.3	Remove Exst Concrete (Full Depth ± 4 Inch) – per Square Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	<i>Guidelines and Procedures for Maintenance of Airport Pavements</i>
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ASTM International (ASTM)

ASTM D6690	<i>Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements</i>
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ELECTRICAL TECHNICAL PROVISIONS

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SECTION 26 05 00 GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. It is the intent of this part of the Contract Documents to cover the work and materials necessary for erecting a complete electrical system, tested and ready for continuous use. The system shall be constructed in accordance with the Contract Documents, and Federal, State, and Local codes and regulations.

1.02 RELATED SECTIONS:

- A. The Contractor shall coordinate the work with other trades and furnish and install the equipment in accordance with the manufacturers' requirements.

1.03 GENERAL PROVISIONS:

- A. Minimum sizes of equipment, and electrical devices, are indicated but it is not intended to show every offset and fitting, nor every structural or mechanical difficulty that will be encountered during the installation of the work.
- B. Work indicated on the Plans is approximately to scale. Actual dimensions and detailed Plans should be followed as closely as field conditions permit. Field verification of scaled dimensions on Plans is governed by field conditions. Installation of systems and equipment is subject to clarifications as indicated in reviewed shop drawings and field coordination.
- C. Discrepancies indicated on different Plans, between Plans and actual field conditions, or between Plans and Contract Documents shall be promptly brought to the attention of the Engineer for clarification, prior to purchasing and installing equipment.
- D. The alignment of equipment and conduit shall be adjusted to accommodate architectural changes, and coordinate with work of other trades, without extra expense to the Owner.
- E. The Contractor shall furnish and install the parts and pieces necessary to the installation of equipment, in accordance with the best practice of the trade, and in conformance with the requirements of these Contract Documents and equipment manufacture's recommendations.
- F. Items not specifically mentioned in these Contract Documents, or noted on the Plans, or indicated on reviewed shop drawings, but which are necessary to make a complete working installation, shall be deemed to be included herein.
- G. The Contractor shall lay out and install electrical work prior to completion of floors and walls. Furnish and install sleeves and openings through floors and walls, required for installation of conduits. Sleeves shall be rigidly supported and suitably packed, or sealed, to prevent ingress of wet concrete. Spacers shall be installed in order to prevent conduit movement. Dimensions indicated for electrical equipment and their installation are minimum dimensions.
- H. The Contractor shall furnish and install inserts and hangers required to support conduits and other electrical equipment. If the inserts, hangers, sleeves, or other mounting hardware are improperly placed, or installed, the Contractor shall do necessary work, at his/her own expense, to rectify the errors.

- I. Electrical equipment shall be capable of operating successfully at full-rated load, without failure, at an ambient air temperature of 60 degrees C, and specifically rated for the altitude indicated on the Plans. Electrical equipment not rated for operation at that temperature shall be provided with air conditioning to meet the manufacturers' operating temperature.
- J. If any contradictions, non-homogeneity, or inconsistency appears, the most strict criteria noted and the collective requirements in any and all of the project documents shall apply.
- K. The Contractor shall perform necessary saw cutting, core drilling, excavating, removal, shoring, backfilling, and other work required for the proper installation of conduits, whether inside, or outside of the buildings and structures. The Contractor shall repair and patch where demolition has taken place in a manner to match existing original structure.

1.04 REGULATIONS, CODES, AND STANDARDS:

- A. Electrical work, including connection to electrical equipment integral with mechanical equipment, shall be performed in accordance with the latest published regulations, codes, and standards, of the following:
 - 1. National Electrical Code (NEC)
 - 2. State and local codes
 - 3. Institute of Electrical and Electronic Engineers (IEEE)
 - 4. American National Standards Institute (ANSI)
 - 5. American Society for Testing and Materials (ASTM)
 - 6. Insulated Cable Engineers Association (ICEA)
 - 7. National Electrical Manufacturers Association (NEMA) Standards
 - 8. Federal Occupational Safety and Health Act (OSHA)
 - 9. National Fire Protection Association (NFPA)
- B. When applicable, the material used in the performance of the electrical work shall be listed by the Underwriters' Laboratories, Inc. (UL) for the class of service for which they are intended.

1.05 SUBMITTALS:

- A. It is the obligation of the Contractor to organize his/her work, so that a complete electrical, instrumentation, and control system for the facility will be provided, and will be supported by accurate shop and record drawings, and O&M manuals.
- B. The Contractor shall submit detailed shop drawings and data prepared and organized by the suppliers. The quantity of submittal sets required shall be as specified in the Contract Documents.
- C. The submittals shall be neatly grouped and organized by specification section number, and subsection. Related information shall be highlighted, and the specific product shall be indicated. All submittals shall be complete and presented in one package. Incomplete submittals will be returned without review. If a portion of the project requires a fast-track schedule, that portion only may be submitted earlier under a separate cover letter after securing the Engineer's written permission. The following shall be submitted to the Engineer and returned, reviewed, to the Contractor before fabrication is started.
 - 1. A complete list of the equipment and materials, including the manufacturer's name, product specification, descriptive data, technical literature, performance charts, catalog cuts, installation instructions, and spare part recommendations for each different item of equipment specified. The above shall clearly show all the specified requirements as described in the Specifications including but not limited to specific U.L. and NEMA rating, technical capabilities, test result verifications, and acceptance letters.

2. Drawings containing complete wiring and schematic diagrams, control diagrams, and any other details required to demonstrate that the system has been coordinated and will operate as intended. Drawings shall show proposed layout, anchoring, support, and appurtenances of equipment, and equipment relationship to other parts of the work including clearances for maintenance and operations.

3. Upon Project acceptance, the Contractor shall submit four sets of "Record Drawings" of the electrical, control, and instrumentation, along with step-by-step procedure manuals for the installation, operation start-up, and maintenance of the equipment. Each set shall include installation, operating, troubleshooting, and maintenance and overhaul instructions in complete detail. It shall also include possible breakdowns and repairs, and troubleshooting guides, as well as simplified wiring and control diagrams of the system installed. This shall provide the Owner with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all equipment, devices, assemblies, and accessory components shall be included, together with complete parts lists and ordering instructions.

4. Record Drawings:

a. The Contractor shall maintain a marked up set of Contract Document Plans showing actual installed circuit numbers, conduit sizes, cable tray routing, number of conductors, conductor sizes (larger than #12 AWG), and all other deviations from the design Plans.

b. Underground conduit and concealed items shall be dimensioned on the Plans from permanent, visible, building features.

c. The Contractor shall provide actual motor size, starter size, and overload heater size, along with all other protective equipment for all 480 V and 208 V motor circuits as part of the one-line record drawings.

d. The Contractor shall revise all conductor identification and panel schedules to indicate as-built conditions.

PART 2 - PRODUCTS

2.01 GENERAL MATERIALS AND METHODS:

- A. Materials, equipment, and parts comprising any unit, or part thereof, specified or indicated on the Plans, shall be new and unused, of current manufacture, and of highest grade consistent with the state of the art. Damaged materials, equipment and parts, are not considered to be new and unused, and will not be accepted.
- B. Field verification of scaled dimensions on Plans is directed, since actual locations, distances, and levels will be governed by actual field conditions. The Contractor shall also review architectural, structural, yard, mechanical, and other Plans, and the accepted electrical and mechanical shop drawings, and shall adjust their work to conform to the conditions indicated therein.
- C. The fabricator of major components, such as distribution panelboards, switchgear, and motor control centers, shall also be the manufacturer of the major devices therein.
- D. Refer to various Division sections for individual equipment manufacturers. Indicated manufacturers are subject to strict compliance with the specifications and complete project documents. The reference to a particular manufacturer does not relieve the Contractor from conforming to the specified requirements.

2.02 NAMEPLATES:

- A. Where indicated elsewhere in these specifications, or on the Plans, the Contractor shall furnish and install nameplates, which shall be black laminate with white letters. The nameplates shall be fastened to the various devices with round head stainless steel screws. Each disconnect means for service, feeder, branch, or equipment conductors, shall have nameplates indicating its purpose.

2.03 SHOP WORK:

- A. The assembly of process control panels and/or modifications to equipment assemblies shall be done at a UL approved shop. The entire unit shall be completely assembled and tested prior to shipment to the project site. In addition, owner personnel shall be allowed to inspect the unit(s) prior to job-site shipping. This inspection shall not be construed as final acceptance of unit(s) by the owner.

2.04 LISTED EQUIPMENT ASSEMBLIES:

- A. Service Entrance equipment, Switchgear, Switchboards, Panelboards, Control and Distribution Panels, and other factory assembled electrical enclosures shall bear a UL label. Custom built electrical enclosures and control panels shall bear a UL508 label. Where UL listing is not available, CSA or ETL shall be considered during submittal review.

2.05 SUBSTITUTION OF MATERIAL AFTER AWARD OF CONTRACT:

- A. Any exceptions to these specifications shall be submitted to the Engineer, with the reasons for requesting such exceptions, with calculations and drawings for redesign of related components, including detailed drawings showing internal and assembly details, with installation instructions. Proposed layout changes showing any modifications or exceptions to related work made necessary by the(se) exception(s), with calculations and drawings showing such modifications or exceptions, shall also be included.
- B. Items if material and equipment may be offered (at the Contractor's option) as alternates to specified items. Such offer shall be in writing under Bidder's letterhead.
- C. Such alternate proposals shall be accompanied by full descriptive data on the proposed equipment. If alternate material proposals are considered, the Contractor shall submit a list of the proposed alternate substitution items in accordance with the requirements of "Review of Proposed Substitutions".

PART 3 - EXECUTION

3.01 INSTALLATION OF ELECTRICAL EQUIPMENT:

- A. Coordinate the installation of electrical equipment with other trades.
 - 1. Arrange for the building in of equipment during structure construction.
 - 2. Where equipment cannot be built-in during construction, arrange for sleeves, box-outs, and other openings, as required to allow installation of equipment after structure construction is complete.
- B. Verify that equipment will fit support layouts indicated.
- C. Equipment Dimensions and Clearances:
 - 1. Do not use equipment that exceeds the indicated dimensions. Except as approved in writing by the Engineer.
 - 2. Do not use equipment or arrangements of equipment that reduce required clearances or exceed the space allocation.
- D. Install equipment in accordance with the manufacturer's instructions.

- E. Equipment Access:
 - 1. Install equipment so it is readily accessible for operation and maintenance.
 - 2. Equipment shall not be blocked or concealed.
 - 3. Do not install electrical equipment such that it interferes with normal maintenance requirements of other equipment.
- F. Equipment shall be installed plumb, square and true with the building construction, and shall be securely fastened.
- G. Outdoor wall-mounted equipment, and indoor equipment mounted on earth, or water bearing walls, shall be provided with corrosion-resistant spacers to maintain 1/4-inch separation between the equipment and the wall.
- H. Screen or seal all openings in outdoor equipment to prevent the entrance of rodents and insects.
- I. Equipment fabricated from aluminum shall not be imbedded in earth or concrete.
- J. Provide all necessary anchoring devices and supports.
 - 1. Use supports as detailed on the Plans and as specified.
 - 2. Supports and anchoring devices shall be rated and sized based on dimensions and weights verified from approved equipment submittals.
 - 3. Hardware shall be stainless steel.
 - 4. Do not cut, or weld to, building structural members.
 - 5. Do not mount safety switches and external equipment to other equipment enclosures, unless enclosure mounting surface is properly braced to accept mounting of external equipment.
- K. Contractor shall verify exact rough-in location and dimensions for connection to electrical items furnished by others.
 - 1. Shop drawings shall be obtained from those furnishing the equipment.
 - 2. Proceeding without proper information may require the Contractor to remove and replace work that does not meet the conditions imposed by the equipment supplied.
 - 3. Provide sleeves wherever openings are required through new concrete or masonry members. Place sleeves accurately and coordinate locations with the Engineer.
 - 4. Should any cutting and patching be required on account of failure of the Contractor to coordinate penetrations, such cutting and patching shall be done at the expense of the Contractor.
 - a. The Contractor shall not endanger the stability of any structural member by cutting, digging, chasing, or drilling and shall not, at any time, cut or alter the work without the Engineer's written consent.
 - 1. Provide additional reinforcing if required.
 - 2. Cutting shall be done neatly using proper tools and methods.
 - b. Subsequent patching to restore walls, ceilings, or floors to their original condition shall be done by the Contractor.
- L. Provide concrete foundations or pads required for electrical equipment as indicated or specified. Floor-mounted equipment shall be mounted on a 4-inch concrete housekeeping pad. Pad shall be poured on top of the finished floor or slab.

3.02 TEMPORARY POWER:

- A. The Contractor shall furnish, install, and maintain, temporary power and lighting systems needed for construction. This temporary system shall include weatherproof panel(s) for the Contractor's main breakers and distribution system. Ground fault interrupting equipment shall be installed. Connections shall be watertight, with wiring done with Type SO portable cable. After construction is completed, the Contractor shall remove temporary power equipment and devices.

3.03 CUTTING AND REPAIRING:

- A. Where it becomes necessary to cut into existing work for the purpose of making electrical installations, core drills shall be used for making circular holes. Other demolition methods for cutting or removing shall be reviewed by the Engineer prior to starting the work.
- B. The Contractor shall repair damage caused by construction, or demolition work, and restore damaged areas to original condition.

3.04 CORROSION PROTECTION:

- A. Wherever dissimilar metals, except conduit and conduit fittings, come in contact, the Contractor shall isolate these metals, as required, with neoprene washers, 9 mil polyethylene tape, or gaskets. Where fastening conduit, electro plated, or equivalent fasteners and stainless-steel bolts shall be used.
- B. Factory finishes damaged during shipping, or construction, shall be restored to original new condition. Rust shall be removed, and bare metal surfaces shall be primed and painted to match the original surrounding finish.
- C. Electrical panels, switchgear, motor control centers, and other electrical equipment, shall be shipped in sealed dust and moisture proof plastic sheet enclosures, and the seal maintained until units are installed. Said units shall be new and free of any dirt, dust, water, grease, rust, damaged parts, or components. Relays, starters, circuit breakers, switches, contacts, insulators, mechanisms, and buses shall be free of dust, dirt, oil, moisture, metal shavings, and other debris before testing and energizing.
- D. Once equipment is installed, it shall be protected at all times with plastic sheet covers until the area is free of dirt, dust, paint spray, water, and other trades. Heat shall be provided to eliminate condensation.

3.05 COORDINATION OF THE ELECTRICAL SYSTEM:

- A. The Contractor shall verify actual equipment, and motor full-load, and locked-rotor current ratings. The necessary minimum equipment, wire, and conduit sizes are indicated on the Plans. If the Contractor furnishes equipment of different ratings, the Contractor shall coordinate the actual current rating of equipment furnished with the branch circuit conductor size, the overcurrent protection, the controller size, the motor starter, and the branch circuit overcurrent protection. The branch circuit conductors shall have a current carrying capacity of not less than 125 percent of the actual full-load current rating.

3.06 TEST:

- A. The electrical work shall be free from improper grounds, and from short circuits. The correctness of the wiring shall be verified first by visual comparison of the conductor connections with connection diagrams. Next, individual circuit continuity checks shall be made by using electrical circuit testers. Last, the correctness of the wiring shall be verified by the actual electrical operation of the electrical and mechanical devices. Any deviation from the wiring indicated on the Plans, or accepted Drawings, shall be corrected and indicated on the record drawings.
- B. Each conductor shall be identified as required by the Contract Documents. This identification shall be indicated on the record drawings to enable rapid and accurate circuit tracing by maintenance personnel.

3.07 SINGLE LINE DIAGRAMS:

- A. Single line diagrams, as indicated on the Drawings, show circuit voltages, circuit protection rating, and other pertinent data. Where conflicts exist on the Drawings, the single line diagrams shall take precedence. Grounding conductors are not necessarily indicated. See grounding requirements specified elsewhere herein.

END OF SECTION 26 05 00

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SECTION 26 05 01 BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section consists of general electrical materials and methods. Electrical materials that are a part of equipment specified under other sections shall meet the requirements of this section, unless part of larger factory-assembled equipment.

1.02 SUBMITTALS:

- A. Submit manufacturer's literature for raceways and fittings, boxes, wires and cables, wiring devices, nameplates, legend plates, labels, panelboards, and safety switches, service entrance equipment, control panels and any other electrical component utilized in this project.

1.03 QUALITY ASSURANCE

- A. Refer to Section 26 05 00.

1.04 SPARE PARTS:

- A. Provide spare components as indicated on plans and elsewhere herein.

PART 2 - PRODUCTS

2.01 BASIC MATERIALS:

- A. Electrical safety switches, distribution and control equipment shall be rated for heavy duty service.
- B. Wiring devices shall be specifications grade.

2.02 MISCELLANEOUS METAL AND MOUNTING CHANNELS

- A. Metal Framing:
 - 1. Unless otherwise shown, mounting channels shall be cold rolled from mild strip steel, 12-gauge, 1-5/8 inches by 1-5/8 inches, with a galvanized finish by Unistrut, Unistrut P-1000, as manufactured by Unistrut, or equal.
 - 2. Screws, bolts, washers, and nuts shall be stainless steel. Parts and brackets for assembly of channels shall be hot dipped galvanized.
- B. Miscellaneous Metal: Galvanized steel, unless otherwise shown.

2.03 NAMEPLATES, LEGEND PLATES, AND LABELS:

- A. Nameplates: Laminated sheet plastic, approximately 1/16 inch-thick, with engraved white letters on a black background, with adhesive backing and mounting screw holes. Stainless steel or brass screws, minimum height of letters, 5/16 inch. Card holders are not acceptable.
- B. Legend Plates: Type KN-3 standard legend plates, Square D, or equal.
- C. Control Wire Markers: Pressure-sensitive or heat shrink sleeve types, manufactured by W.H. Brady Company, or equal.

PART 3 - EXECUTION

3.01 BASIC MATERIALS:

- A. The completed installation shall conform to all applicable federal, state, and local code ordinances and regulations. Contractor shall obtain necessary permits and inspections required by the governing authorities. Work shall be done in a neat, workmanlike, finished and safe manner, according to the latest published N.E.C.A. standards of installation, under competent supervision. Install grounding as required by the National Electrical Code.

3.02 MISCELLANEOUS METAL AND MOUNTING CHANNELS:

- A. Install where electrical equipment is to be surface mounted to walls and where indicated on Plans. Where two or more devices are to be installed side by side, support on metal framing, bolt together, and brace as required to form a rigid structure.
- B. Clean cuts and welds. Coat unpainted surfaces with cold application zinc galvanizing. Coat cuts and welds on painted surfaces with zinc chromate primer and finish to match existing paint.

3.03 NAMEPLATES, LEGEND PLATES, AND LABELS:

- A. Nameplates: Identify panels, switchgear, regulators, load-break junction boxes, disconnect switches, and component enclosures. Fasten nameplates with stainless steel, self-tapping screws or rivets.
 - 1. Panels: Identify panel number, voltage, and amperage of panel bus.
 - 2. Switchgear: Identify equipment, voltage, amperage and phase and number of wires.
 - 3. Safety Switches and Relays: Identify equipment controlled and circuits from which they are fed.
- B. Legend Plates: Install on selector switches, pushbuttons, pilot lights, starters, and other components.
- C. Control Wire Markers: Install at both ends of each control wire interconnecting between such items as control panels, sensors, and control devices, and each end of control wires within control panels, and other such enclosures. Wiring markers shall correspond to control wire numbers on approved wiring diagrams.

END OF SECTION 26 05 01

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SECTION 26 05 09 CONDUITS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Furnish and install conduits as required, and as shown on the Plans. Materials employed shall be as shown on the Plans.

1.02 SUBMITTALS:

- A. Submit product literature including manufacturer part number, model number, material, size, and specifications. Material shall not be installed until the Engineer has reviewed the submittal data.
- B. Shop Drawings shall be submitted for review and acceptance showing routing, conduit size, and number and size of wires in each conduit before installation of conduit and any related work.
- C. Proposed routing of conduits buried under floor slabs-on-grade.
- D. Identify conduit by tag number of equipment served or by circuit schedule number.
- E. Proposed routing and details of construction including conduit and rebar embedded in floor slabs, columns, etc. Identify conduit by tag number of equipment served or by circuit schedule number.
- F. Proposed location and details of construction for openings in slabs and walls for raceway runs.
- G. Refer to Section 26 05 00 for further submittal requirements.

1.03 REFERENCES:

- A. American National Standards Institute (ANSI): C80.1, Rigid Steel Conduit - Zinc-Coated, and C80. 3, Electrical Metallic Tubing, Steel Galvanized.
- B. National Electric Manufacturers Association (NEMA): RN-1, Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit, and FB-1, EMT Conduit Fittings.
- C. Underwriters Laboratories Inc. (UL):
 - 1, Flexible Metal Conduit.
 - 6, Rigid Metal Conduit.
 - 360, Liquid-Tight Flexible Steel Conduit.
 - 467, Grounding and Bonding Equipment.
 - 514, Nonmetallic Outlet Boxes, Flush-Device Boxes and Covers, and 514B, EMT fittings.
 - 651, Schedule 40 and 80 Rigid PVC Conduit.
 - 870, Wireways, Auxiliary Gutters, and Associated Fittings.
 - 884, Underfloor Raceways and Fittings.
 - 886, Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations.

PART 2 - PRODUCTS

2.01 RACEWAYS:

- A. A. Exposed conduit in an unclassified or hazardous area shall be galvanized rigid steel (GRS) unless specifically indicated otherwise on the Plans. Conduits in the corrosive areas shall be PVC coated GRS unless otherwise indicated. Underground and/or concrete encased conduits shall be PVC, unless otherwise indicated. All wiring, except as otherwise noted, shall be in conduit. Conduit size shall not be less than the National Electrical Code (NEC) size required for the conductors therein and shall not be smaller than 3/4-inch. No underground conduit shall be less than one inch, unless otherwise indicated on Plans.
- B. Condulet type fittings shall be Crouse-Hinds, Appleton, or equal with wedge nut covers. All condulets located outdoors or in wet locations shall be weathertight.
- C. In unclassified areas, flexible conduit shall be grounding type, weatherproof, corrosion resistant, and watertight.
- D. Couplings, connectors, and fittings shall be standard types specifically designed and manufactured for the purpose. They shall be installed to provide a firm mechanical assembly and electrical conductivity throughout.
- E. Expansion fittings shall be OZ type AX with jumper for exposed locations and type DX at structural expansion joints, Spring City, or equal. Conduits shall have expansion fittings in accordance with NEC.
- F. The conduits and fittings shall be supported per NEC requirements as a minimum.

2.02 GALVANIZED RIGID STEEL (GRS):

- A. Conduit and couplings shall be hot-dipped galvanized with zinc coated threads and outer coating of zinc bichromate, in accordance with ANSI C80.1 Standards, as manufactured by Jones & Laughlin Steel Corporation, Allied Tube & Conduit Corporation, Triangle PWC, or equal.
- B. Steel conduit shall not be buried in earth without concrete encasement and additional corrosion protection. A half-lapped rapping of 20 mil PVC based corrosion protection tape shall be used.

2.03 RIGID NONMETALLIC – PVC:

- A. Where specifically indicated on the Plans, or elsewhere specified, conduit may be high density Schedule 40, 90 degrees C, heavy-duty PVC. The conduit shall be manufactured from virgin polyvinyl chloride compound which meets ASTM D1784, NEMA TC-2, ANSI C33.91, and UL 651 standards. Smoke emissions shall be limited to less than 6 grams per 100 grams of material tested.

- B. Where conduit concrete encasement is indicated on the Plans, conduit supports shall be installed at eight-foot intervals. PVC conduit shall be manufactured by Carlon, Triangle Conduit & Cable, or equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Conduit runs are schematic only and shall be modified as required to suit field conditions, subject to review and acceptance by the Engineer.
- B. Conduit shall run continuously between outlets and shall be provided with junction boxes where connections are made. Couplings, connectors, and fittings shall be acceptable types designed and manufactured for the purpose, and shall provide a firm mechanical assembly, and electrical conductivity throughout.
- C. Conduit runs shall be straight and true. Elbows, offsets, and bends shall be uniform and symmetrical. Changes in direction shall be made with long radius bends, or with fittings of the conduit type.
- D. Conduit runs in buildings and structures shall be exposed except as specifically noted or accepted by the Engineer.
- E. Conduit runs shall not interfere with the proper and safe operation of equipment and shall not block or interfere with ingress or egress, including equipment removal hatches.
- F. Exposed conduits shall be securely fastened with clamps, or straps, intended for conduit use. All exposed conduit shall be run on the walls and ceiling only and shall be parallel to the planes of the walls or ceiling. No diagonal runs will be permitted. Flexible conduit shall be used only for short lengths required to facilitate connections between rigid conduit to motors from junction boxes, or control equipment. The maximum length of flexible conduit shall be 3 feet.
- G. Conduit runs on water-bearing walls shall be supported one inch away from the wall on an accepted channel. When channel galvanizing, or other coating, is cut or otherwise damaged, it shall be field coated to original condition. No conduit shall be run in water-bearing walls, unless specifically designated otherwise.
- H. Conduit shall be thoroughly reamed to remove burrs. IMC or GRS shall be reamed during the treading process, and Rigid Nonmetallic PVC or EMT shall be reamed before applying fittings. A zinc rich cold galvanizing shall be used to restore corrosion protection on field cut threads. Bushings and lock nuts or hubs shall be used at conduit terminations. The total number of bends in any run between pull points shall not exceed 360 degrees. Junction boxes and pull boxes shall be installed at points acceptable to the Engineer. Conduit ends shall be plugged to prevent the entrance of moisture or debris during construction. All spare conduits shall be adequately capped and shall contain a suitable pull string.
- I. Joints shall be set up tight. Hangers and fastenings shall be secure, and of a type appropriate in design, and dimensions, for the particular application.

- J. Conduit runs shall be cleaned and internally sized (obstruction tested) so that no foreign objects, or obstructions remain in the conduit prior to pulling in conductors.
- K. After installation of complete conduit runs 2 inches and larger, conduits shall be snaked with a conduit cleaner equipped with a cylindrical mandrel of a diameter not less than 85 percent of the nominal diameter of the conduit. Conduits through which the mandrel will not pass shall be prepared or replaced.
- L. Expansion fittings shall be installed across all expansion joints and at other locations where necessary to compensate for thermal expansion and contraction.
- M. Provide trenching, backfill, and compaction for conduits installed underground. Multiple underground conduits shall maintain a 7 1/2" separation measured from the center of each conduit for M.V. cable and a 2" separation measured from outside wall to outside wall for low voltage and signal wires, or as otherwise noted on the drawings.

END OF SECTION 26 05 09

SECTION 26 05 19 600 VOLT CLASS CABLE

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section covers the furnishing and installation of 600 Volt Class cables and conductors, terminations and splicing, and pulling lubricants.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 05 00, and elsewhere in the Contract Documents, prior to installation.

1.03 REFERENCES:

- A. Insulated Cable Engineers Association/National Electrical Manufacturers Association (ICEA/NEMA):
 - 1. S-68-516/WC 8, ethylene-propylene rubber-insulated wire and cable for the transmission and distribution of electrical energy.
 - 2. S-61-402/WC 5, thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.
 - 3. S-66-524/WC 7, cross-linked thermosetting-polyethylene-insulated wire and cable for transmission and distribution of electrical energy.
- B. Underwriters Laboratory, Inc.
 - 1. 44, rubber insulated wires and cables.
 - 2. 83, thermoplastic-insulated wires and cables.
 - 3. 486A, wire connectors and soldering lugs for use with copper conductors.
 - 4. 486B, wire connectors for use with aluminum conductors.
 - 5. 510, insulating tape.
- C. National Electric Code
- D. Insulated Cable Engineers Association

PART 2 - PRODUCTS

2.01 ACCEPTED MANUFACTURERS:

- A. Conductors and Multi Conductor Cables (MCC), subject to compliance with Contract Documents, the following manufacturers are acceptable: American Insulated Wire Corporation, Cablec Corporation, Okonite Company, Southwire Company, or equal.

2.02 CONDUCTORS:

- A. Wire sizes shall be American Wire Gauge (AWG) sizes with Class B stranded construction. Number 2 AWG and smaller shall be factory color coded with a separate color for each phase and neutral, which shall be used consistently throughout the system. Larger cables

shall be coded by the use of colored tape. Conductors sized No. 1 and larger shall be Type 2, rated for 90 degrees C. All circuit conductors, #6 or smaller shall be "THWN" stranded copper. All other conductors shall be "XHHW" stranded copper.

- B. Individual or multiple conductor cables for power, control, and alarm circuits of 480 volts or less shall be insulated for not less than 600 volts and shall have insulation type as indicated on the Plans. "THWN" shall conform to ICEA S-61-402/NEMA WC 5 and UL 83 and "XHHW" shall conform to ICEA S-66-524/NEMA WC 7 and UL 44. Where wire size is not indicated, they shall be of the size required by the NEC, except that no wire external to panels and motor control centers shall be less than No. 12 AWG, unless specifically noted on the Plans. Panel control wiring shall not be less than No. 14 AWG. Where cable is indicated to be run in cable tray, said cable shall be UL listed for cable tray use.
- C. All wiring shall be as indicated on the Plans. Wires shall be new and shall be soft drawn copper with not less than 97 percent conductivity. The wire and cable shall have size, grade of insulation, voltage, and manufacturer's name permanently marked on the outer covering at not more than 2-foot intervals. All wires shall conform to the latest Standards of the ASTM, and ICEA, and shall be tested for their full length by these Standards. Insulation thickness shall be not less than that specified by the National Electrical Code.

2.03 TERMINATIONS AND SPLICES:

- A. Cable shall be rated 600 volts. Other parts of cable systems such as splices and terminations shall be rated at not less than 600 volts. Splicing shall join conductors mechanically and electrically to provide a complete circuit prior to installation of insulation.
- B. Splices in wires No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, Type I, Class 1, Grade B, Style G, or Type II, Class 1 of FS W-S-610 and conforming to the applicable requirements of UL 486A.
- C. Splices in wires No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, Type II, Class 2 of FS W-S-610, conforming to the applicable requirements of UL 486A and UL 486B. They shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket.
- D. All splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.
- E. Conductors, including grounding conductors, of different sizes shall be spliced and then soldered or welded. Splices in wet locations and all splices below grade shall be of the Exothermic type.

2.04 PULLING LUBRICANT:

- A. All cables shall be properly coated with pulling compound (Aqua Gel, CRC, or equal) before being pulled into conduits so as to prevent mechanical damage to the cables during installation. "Yellow 77" is not acceptable.
- B. Other lubricants to be substituted must be accompanied by a statement from the cable manufacturer as to its acceptable use with the cable being installed.

2.05 IDENTIFICATION:

A. All conductors shall be numbered with "tube sleeve" type tags with heat impressed letters and numbers.

B. Color code all wiring as follows:

1. Lighting and power wiring:

	120/208 VAC	480VAC	24V DC	120 VAC Control/Power
a. Phase 1	Black	Brown	Blue	Black
b. Phase 2	Red	Orange		Red
c. Phase 3	Blue	Yellow		
d. Neutrals	White	Gray		White
e. Ground	Green	Green		

2. Color code ends of feeder phase conductors only.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. The pulling tension and side-wall pressures, as recommended by the cable manufacturer, shall not be exceeded. Additional pull boxes shall be installed, as required, to meet the cable manufacturer's recommendations.

B. As far as practical, all circuits shall be continuous from origin to termination without splices in intermediate pull boxes. Sufficient slack shall be left at the termination to make proper connections. In no case shall a splice be pulled into the conduit. Conductor splicing shall not be permitted without the Engineer's approval.

C. Install all cables in conduit.

D. Each feeder and branch circuit shall be installed in its own individual conduit unless combining feeder and branch circuits is permitted as defined in the following:

1. As specifically indicated on the Plans.

2. For lighting, multiple branch circuits may be installed in a conduit as allowed by the NEC and with the wire ampacity derated in accordance with the requirements of the NEC. Conduit fill shall not exceed the limits established by the NEC.
 3. When field conditions dictate and written permission is obtained from the Engineer.
- E. Feeder and branch circuits shall be isolated from each other and from all instrumentation and control circuits.
- F. Control circuits shall be isolated from all other feeder, branch and instrumentation circuits, except as noted above.
1. 12 V DC, 24 V DC and 48 V DC control circuits may be combined in common conduit.
 2. 125 V DC control circuits shall be isolated from all other DC and AC control circuits.
 3. 120 V AC control circuits shall be isolated from all DC control circuits.
- G. Make splices only at pull or junction boxes.
1. Crimp or indenter-type connectors are not allowed, except for control circuits landed on terminal strips.
 2. For wire smaller than #6 AWG: Use insulated conical spring type connectors, or “wirenuts”.
 3. For #6 AWG and larger wire: Use solderless lugs and screw type connectors.

END OF SECTION 26 05 19

SECTION 26 05 26 GROUNDING

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. A ground grid system consisting of the indicated configuration of copper wires, and ground rods, or concrete encased grounding electrodes (“UFERS”) shall be provided to minimize station potential gradient irregularities and drain leakage and fault currents to earth.
- B. Whether indicated on the Plans or not, neutral conductors, cable shields, metallic conduits, cable terminations, junction boxes, poles, surge arresters, and other noncurrent-carrying metallic parts of equipment shall be grounded.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 05 00, and elsewhere in the Contract Documents, prior to installation.

1.03 REFERENCES:

- A. National Electrical Code (NEC) Article 250

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

- A. A resistance of not greater than 25 ohms shall be provided, unless otherwise specified. Ground resistances shall be measured as herein described. Resistances of systems requiring separate ground rods shall be measured separately before bonding below grade. The combined ground resistance of separate systems bonded together below grade may be used to meet the specified ground resistance, but the minimum number of rods indicated must still be provided.

2.02 GROUND RODS:

- A. Ground rods shall be copper-clad steel conforming to UL 467, 3/4 inch in diameter by 10 feet in length. Unless otherwise indicated, ground rods shall be driven into the ground until tops of rods are approximately 6 inches below finished grade. Where the specified ground resistance cannot be met with the indicated number of ground rods, additional ground rods, longer ground rods, or deep-driven sectional rods shall be installed and connected until the specified resistance is obtained, except that not more than three additional ground rods shall be required at any one installation. Ground rods shall be spaced as evenly as possible at least 6 feet apart and connected below grade.

2.03 CONNECTIONS:

- A. Connections above grade shall be made with bolted solderless connectors, and those below grade shall be made by a fusion-welding process. In lieu of a fusion-welding process, a compression ground grid connector of a type which uses a hydraulic compression tool to provide the correct circumferential pressure may be used. Tools and dies shall be as recommended by the manufacturer. An embossing die code or other standard method shall provide visible indication that a connector has been adequately compressed on the ground wire.

2.04 GROUNDING ELECTRODE CONDUCTOR:

- A. Service entrance ground wires shall be sized in accordance with NEC Table 250-66, unless otherwise indicated on the Plans. After being located to provide maximum physical protection, exposed ground wires shall be securely attached to structural supports at not more than 2-foot intervals with suitable fasteners. Bends greater than 45 degrees in ground wires are not permitted. Routing of ground conductors through concrete should be avoided, except where specifically called for in these Documents. When concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit, so as to provide an opening for the ground wire. The opening shall be sealed with a suitable compound after installation of the ground wire.

2.05 EQUIPMENT GROUNDING CONDUCTOR:

- A. Neutral conductors shall be grounded where indicated. Equipment grounding conductors shall be sized in accordance with NEC Table 250-122, unless otherwise indicated. Ground wires shall be protected by conduit, where such wires run exposed above grade in non-fence-enclosed areas, or are run through concrete construction. Where concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit, so as to provide an opening for the ground wire. The opening shall be sealed with a suitable compound after installation of the ground wire. Bends greater than 45 degrees in ground wire connections to the ground rods are not permitted.

2.06 EQUIPMENT GROUNDING:

- A. Equipment frames of motor housings, metallic tanks, metallic equipment enclosures, metal splicing boxes, and other metallic noncurrent-carrying metal items, shall be grounded. Connections to earth shall be made in the same manner as required for system grounding. Equipment or devices operating at less than 750 volts may be connected to secondary neutral grounding electrodes.

2.07 SURGE ARRESTER GROUNDING:

- A. Surge arresters shall be grounded. Resistance to ground for intermediate-class arresters shall be not more than 10 ohms and for distribution-class arresters shall be not more than 25 ohms. Ground wire connections shall be not less than No. 4 AWG for distribution arresters and No. 1/0 AWG for intermediate arresters. Connections to earth shall be made in the same

manner as required for neutral conductors. Surge arrester grounds may use the same ground wires provided for equipment operating at more than 750 volts. Surge arrester and secondary neutral grounds shall be separate from and independent of each other but both grounds shall be bonded together below grade at the ground rods or may utilize a common counterpoise.

2.08 LIGHTING POLE GROUNDING:

- A. Base of lighting poles shall be connected to a concrete encased grounding electrode (minimum 20' #4 AWG) coiled 2" from the bottom of foundation as indicated on Plans. A ground connection from poles back to neutral ground points shall also be provided utilizing the equipment grounding conductor.

2.09 METALLIC STRUCTURES:

- A. Metallic structures and buildings shall be grounded per NEC.

2.10 GROUNDING RINGS:

- A. When required, grounding rings shall be installed using 4.0 bare copper cable with ground rods at least 25 feet intervals using exothermic weld connecting means as indicated on the plans in accordance with NEC requirements.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. It is the intent of these Contract Documents that all device and equipment grounds shall be run as a separate conductor in the conduit from the equipment to the distribution panels or system ground. Wireways and enclosures shall be properly bonded and grounded, and ground conductors shall be run for all circuits.
- B. Equipment cases and devices shall be grounded. Ground rods shall be driven, and concrete encased conduits installed, before a building, or structure is built, and ground conductors brought through the concrete to accessible points for grounding equipment. These systems shall be installed at each structure, where transformers, switchboards, panelboards, and MCCs are installed.
- C. Duct banks shall contain a concrete encased system bare copper ground conductor. The system ground conductors shall run continuously in duct banks, through handholes and other raceway boxes. The system ground shall be connected to the structure grounding systems to provide a continuous grounding system. Each metallic raceway, panel, switchboard, and other metallic devices associated with the electrical and control systems shall be bonded to this grounding system.
- D. Ground rod shall be installed not less than 6 inches below grade. Equipment, neutral, and surge arrester ground wires shall be connected to the ground grid as indicated.

3.02 TESTS:

- A. Pre-Energization Tests
Pre-energization tests shall include, but shall not be limited to tests that the equipment engineer is required to perform under paragraph "GENERAL REQUIREMENTS." No part of the electrical system shall be energized until all station grounding system components have been tested and demonstrated to comply with the requirements specified, and until associated test reports have been submitted and approved.
- B. Operating Test
After the installation is completed, the Contractor shall conduct an operating test for approval. Equipment shall be demonstrated to operate in accordance with the requirements herein. Tests shall be performed in the presence of the Engineer. The Contractor shall furnish instruments and personnel required for the test.
- C. Ground-Resistance Measurements
Ground-resistance measurements of each ground rod shall be taken and certified by the Contractor to the Engineer. No part of the electrical distribution system shall be energized prior to the resistance testing of that system's ground rods and grounding system and submission of test results to the Engineer. Test reports shall indicate the location of the ground rod and grounding system and the resistance and the soil conditions at the time the test was performed. When the building water service is used as a ground or part of the grounding system, ground-resistance measurements shall also be made of this connection. Ground-resistance measurements shall be made in normally dry weather, not less than 48 hours after rainfall, and with the ground under test isolated from other grounds. The resistance to ground shall be measured using the fall-of-potential method described in IEEE Std 142 and Std 81.

3.03 TEST RESULTS:

- A. The Contractor shall perform the above tests and complete the following report:

Grounding report

- 1. Pre-Energization Tests
 - a.
 - b.
 - c.
- 2. Operating Test
 - a.
 - b.
 - c.
- 3. Ground-Resistance Measurements
 - a.
 - b.
 - c.

END OF SECTION 26 05 26

SECTION 26 05 29 SUPPORTING DEVICES

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Supports, anchors, sleeves, and seals, are indicated on the Plans, schedules, and specified in other sections of these Specifications.
- B. Types of supports, anchors, sleeves and seals specified in this section include the following:
 - 1. One-hole Conduit Straps
 - 2. One-Hole Conduit Straps with Clamp Backs
 - 3. Two-Hole Conduit Straps
 - 4. Conduit Hangers
 - 5. I-beam Clamps
 - 6. Channel Clamps
 - 7. Round Steel Rods
 - 8. Drop-in Anchors
 - 9. Wedge Type Anchor Bolts
 - 10. Lead Expansion Anchors
 - 11. Toggle Bolts
 - 12. Wall and Floor Seals
 - 13. Cable Supports
 - 14. U-Channel Strut System
 - 15. Sleeves

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 05 00, and elsewhere in the Contract Documents, prior to installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following: Abbeon Cal Inc., Ackerman Johnson Fastening Systems Inc., Elcen Metal Products Co., Ideal Industries, Inc., Joslyn Mfg and Supply Co., McGraw Edison Co., Rawlplug Co. Inc., Star Expansion Co., U.S. Expansion Bolt Co., Allied Tube and Conduit Corp., B-Line Systems, Inc., Greenfield Mfg Co., Inc., Midland-Ross Corp., O-Z/Gedney Div.; General

Signal Corp., Power-Strut Div.; Van Huffel Tube Corp., and Unistrut Div; GTE Products Corp., and Robroy Industries.

2.02 GENERAL:

- A. Provide supporting devices that comply with manufacturers standard materials, design, and construction, in accordance with published product information, and as required for complete installations, and as specified herein.

2.03 SUPPORTS:

- A. Provide supporting devices of types, sizes, and materials indicated, and having the following construction features:
 - 1. One-Hole Conduit Straps: For supporting electrical metallic tubing, and liquid tight flexible conduit; zinc plated steel, stainless steel, or galvanized steel; snap-on, heavy duty.
 - 2. One-Hole Conduit Straps with Clamp Backs: For supporting rigid metal conduit, and intermediate metal conduit; cast galvanized steel.
 - 3. Two-Hole Conduit Straps: For supporting electrical metallic tubing, rigid metal conduit, and intermediate metal conduit; zinc plated steel, stainless steel, or galvanized steel.
 - 4. Conduit Hangers: For supporting electrical metallic tubing, rigid metal conduit, and intermediate metal conduit; zinc plated steel, stainless steel, or galvanized steel.
 - 5. I-Beam Clamps: Electroplated zinc or hot dipped galvanized malleable iron.
 - 6. Channel Clamps: Electroplated zinc or hot dipped galvanized steel.
 - 7. Round Steel Rod: National coarse thread, electroplated.

2.04 ANCHORS:

- A. Provide anchors of types, sizes, and materials indicated, with the following construction features:
 - 1. Lead Expansion Anchors: For CMU walls, 1/4"-20 threads, set tool required.
 - 2. Toggle Bolts: Electroplated steel, size as required.
 - 3. Drop-in Anchors: Stainless steel, size as required.
 - 4. Anchor Bolts: Stainless steel, size as required.

2.05 SEALS:

- A. Provide seals of types, sizes and materials indicated, with the following construction features:
 - 1. Wall and Floor Seals: Provide factory-assembled watertight wall and floor seals, of types and sized indicated; suitable for sealing around conduit, pipe, or tubing passing through concrete floors and walls. Construct seals with steel sleeves, malleable iron body, neoprene sealing grommets and rings, metal pressure rings, pressure clamps, and cap screws.
 - 2. Conduit sealing bushings shall be manufactured by O-Z/Gedney, Model CSMI, or equal.
 - 3. The conductor sealing bushings shall be manufactured by O-Z/Gedney, Model CSBG, or equal.

2.06 CONDUIT CABLE SUPPORTS:

- A. Provide cable supports with insulating wedging plug for non-armored type electrical cables in risers; construct 2" rigid metal conduit; 3-wires, type wire as indicated; construct body of malleable-iron casting with hot-dip galvanized finish.

2.07 U-CHANNEL STRUT SYSTEM:

- A. Provide U-channel strut system for supporting electrical equipment, 12-gage hot-dip galvanized steel, of types and sizes indicated; construct with 9/16" dia. holes, 8" o.c. on top surface, with the following fittings that mate and match with U-Channel:
 - 1. Fixture hangers
 - 2. Channel hangers
 - 3. End caps
 - 4. Beam clamps
 - 5. Wiring stud
 - 6. Thin wall conduit clamps
 - 7. Rigid conduit clamps
 - 8. Post Bases
 - 9. U-bolts

2.08 PIPE SLEEVES:

- A. Provide pipe sleeves from the following:
 - 1. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe; remove burrs.

2.09 PVC COATED U-CHANNEL STRUT SYSTEM:

- A. Provide PVC Coated U-channel strut system for supporting electrical equipment, 20 mil PVC coated steel, of types and sizes indicated; construct with 9/16" dia. holes, 8" o.c. on top surface, with all Stainless-Steel hardware, and the following fittings that mate and match with PVC Coated U-Channel:
 - 1. PVC Coated Strut nut
 - 2. PVC Coated Pipe straps
 - 3. Touch up compound (Gray)

2.10 STAINLESS STEEL U-CHANNEL STRUT SYSTEM:

- A. Provide Stainless Steel U-channel strut system for supporting electrical equipment, of types and sizes indicated; construct with 9/16" dia. holes, 8" o.c. on top surface, with all stainless-steel hardware, and the following stainless-steel fittings that mate and match with Stainless Steel U-Channel:
 - 1. Fixture hangers
 - 2. Channel hangers
 - 3. End caps
 - 4. Beam clamps

5. Wiring stud
6. Post bases
7. Rigid conduit clamps
8. U-bolts

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Install hangers, anchors, sleeves, and seals as indicated, in accordance with manufacturer's written instructions and with recognized industry practices to ensure supporting devices comply with requirements. Comply with requirements of NECA and NEC for installation of supporting devices.
- B. Coordinate with other electrical work, including raceway and wiring work, as necessary to interface installation of supporting devices with other work.
- C. Install hangers, supports, clamps and attachments to support piping properly from building structure. Arrange for grouping of 2 or more parallel runs of conduits to be supported together on channel type hangers where possible. Install supports with spacing indicated and in compliance with NEC requirements.
- D. Torque sleeve seal nuts, complying with manufacturer's recommended values. Ensure that sealing grommets expand to form watertight seal.
- E. Comply with manufacturer's recommendations for touch up of field cut ends or damaged PVC coated U-channel and fittings.
- F. Apply a cold zinc galvanizing paint to field cut galvanized U-channel strut.

END OF SECTION 26 05 29

SECTION 26 05 53 ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Electrical identification work specified in this section covers the following:
 - 1. Buried cable warnings
 - 2. Electrical power, control, and communication conductors
 - 3. Operational instructions and warnings
 - 4. Danger signs
 - 5. Equipment/system identification signs

1.02 SUBMITTALS:

- A. Submittals to the engineer shall include the following:
 - 1. Manufacturers data on electrical identification materials and products
 - 2. Samples of each color, lettering style and other graphic representation required for each identification material or system

1.03 MANUFACTURERS:

- A. Subject to compliance with requirements, manufacturers offering electrical identification products maybe incorporated in the work include, but not limited to, the following:
 - 1. Brady, W.H. Co.
 - 2. Ideal Industries, Inc.
 - 3. Panduit Corp.
 - 4. Equivalent

1.04 QUALITY COMPLIANCE:

- A. Comply with applicable requirements of UL Std. 969, "Marking and Labeling Systems", pertaining to electrical identification systems.
- B. Comply with applicable requirements of NEMA Std. No's WC-1 and WC-2 pertaining to identification of power and control conductors.

PART 2 – PRODUCTS:

2.01 GENERAL:

- A. Except as otherwise indicated, provide manufacturer's standard products of categories and types required for each application. Where more than single type is specified for an

application, selection is Installer's option, but provide single selection for each application.

2.02 COLOR-CODED CONDUIT MARKERS:

- A. Provide manufacturer's standard pre-printed, flexible, or semi-rigid, permanent, plastic-sheet conduit markers, extending 360 degrees around conduits; designed for attachment to conduit by adhesive, adhesive lap joint of marker, matching adhesive plastic tape at each end of marker, or pretensioned snap-on. Except as otherwise indicated, provide lettering which indicates voltage of conductor(s) in conduit. Provide 8" minimum length for 2" and smaller conduit, 12" length for larger conduit.
- B. Unless otherwise indicated or required by governing regulations, provide white markers with black letters.

2.03 CABLE AND CONDUCTOR WIRE MARKERS:

- A. Cable and conductor wire markers shall be self-laminating vinyl on white background, printed using a BRADY XC PLUS printer, or equal. Handwritten wire markers are not acceptable.

2.04 SELF-ADHESIVE PLASTIC SIGNS:

- A. Provide manufacturer's standard, self-adhesive or pressure-sensitive, pre-printed, flexible vinyl signs for operational instructions or warnings; of sizes suitable for application areas and adequate for visibility, with proper wording for each application, e.g., 208V, EXHAUST FAN, RECTIFIER.
- B. Unless otherwise indicated or required by governing regulations, provide white signs with black lettering.

2.05 LETTERING AND GRAPHICS:

- A. Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified, or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers, or as required for proper identification and operation/maintenance of electrical systems and equipment. Comply with ANSI A13.1 pertaining to minimum sizes for letters and numbers.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Install electrical identification products as indicated, in accordance with manufacturer's written instructions, and requirements of NEC.
- B. Where identification is to be applied to surfaces which require finish, install identification after completion of painting.

- C. Comply with governing regulations and requests of governing authorities for identification of electrical work.

3.02 CONDUIT IDENTIFICATION:

- A. Where electrical conduit is exposed in spaces with exposed mechanical piping, which is identified by a color-coded method, apply color-coded identification on electrical conduit in manner similar to piping identification. Except as otherwise indicated, use white as coded color for conduit.

3.03 CABLE/CONDUCTOR IDENTIFICATION:

- A. Apply cable/conductor identification, including voltage, phase, and feeder number, on each cable/conductor in each box/enclosure/cabinet where wires of more than one circuit or communication/signal system are present, except where another form of identification (such as color-coded conductors) is provided. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project's electrical work.

3.04 EQUIPMENT/SYSTEM IDENTIFICATION:

- A. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication-control-signal systems unless unit is specified with its own self-explanatory identification or signal system. Except as otherwise indicated, provide single line of text, 1/2" high lettering on 1-1/2" high sign (2" high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories of electrical work:
 - 1. Panelboards, electrical cabinets, and enclosures.
 - 2. Access panel/doors to electrical facilities.
 - 3. Major electrical switchgear.
- B. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with brass or stainless-steel screws, except use adhesive where screws should not or cannot penetrate the substrate.

3.05 CIRCUIT IDENTIFICATION:

- A. The 3-phase wires shall be identified at the switchgear, panelboards and motor control centers as Phases A, B, and C. At 277/480V, Phase A shall be brown, Phase B shall be orange, and Phase C shall be yellow. The neutral shall be grey.
- B. In addition to color coding all conductors, each conductor shall be identified in each pull box, manhole, panelboard, cable tray, or termination with circuit identification markers. This identification is applicable to all power, control, alarm, and instrumentation conductors and these markings shall be recorded on the Record Documents. Markers shall be slip-on PVC sleeve type as manufactured by Brady, Seaton, or equal.

- C. Markers for other cabling shall be B-292 vinyl as manufactured by Brady, Seaton, or equal.
- D. Exposed medium voltage conduits shall be labeled at 50-foot intervals with 1-inch letters stating the voltage - example - "12,470 volts". Labels shall be vinyl plastic as manufactured by Brady, Seton, or equal.

3.06 AUTOMATIC EQUIPMENT WARNING SIGNS:

- A. Permanent warning signs shall be mounted at all mechanical equipment which may be started automatically or from remote locations. Signs shall be in accordance with OSHA regulations and shall be suitable for exterior use. The warning signs shall be fastened with round head brass screws or bolts, located and mounted in a manner acceptable to the Engineer.
- B. Warning signs shall be 7 inches high by 10 inches wide, colored yellow and black, on not less than 18-gauge vitreous enameling stock. Sign shall read:

CAUTION
THIS EQUIPMENT STARTS
AUTOMATICALLY
BY REMOTE CONTROL

3.07 HIGH VOLTAGE WARNING SIGNS:

- A. Permanent and conspicuous warning signs shall be mounted on all equipment, doorways to equipment rooms, pull boxes, manholes, where the voltage exceeds 600 volts.
- B. Signs shall be in accordance with OSHA regulation and shall be suitable for exterior use. The warning signs shall be fastened with round head brass screws or bolts, located and mounted in a manner acceptable to the Engineer.
- C. Signs shall be 7 inches high by 10 inches wide, colored red and white, on not less than 18-gauge vitreous enameling stock. Sign shall read:

WARNING
HIGH VOLTAGE
KEEP OUT

3.08 CONDUCTOR FASTENERS:

- A. Glue-on type conductor fasteners shall not be used in any panels, panelboards, switchboards, switchgear, motor control centers, or other enclosures containing electrical devices and/or conductors.

END OF SECTION 26 25 53

SECTION 26 12 16 TRANSFORMERS – DRY TYPE (600V OR BELOW)

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section covers dry type transformers used for low voltage, single and three phase, power distribution and lighting.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and elsewhere in the Contract Documents, prior to installation.

1.03 QUALITY ASSURANCE:

- A. ANSI C57.12.01, dry-type transformers
- B. ANSI C89.2, dry-type transformers
- C. NEMA ST-20, dry-type transformers
- D. UL-506, specialty transformers

PART 2 – PRODUCTS:

2.01 DISTRIBUTION - LOW VOLTAGE LIGHTING AND POWER:

- A. Transformers shall be premium high efficiency type, and shall be installed where indicated on the Plans. The primary winding of the transformers shall have two 2-1/2 percent taps above, and below normal. The windings shall be copper.
- B. The transformers shall have a BIL of 10 KV with a temperature class of 150 degrees C Minimum.
- C. The sound level shall follow ANSI and NEMA standards, measured at 5 feet from the transformer after installation.
- D. Transformers shall be types manufactured by Cutler-Hammer, Square D, General Electric, or equal.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Transformers shall be installed as indicated on the Plans, and in accordance with the manufacturer's instructions and recommendations. Contractor shall provide painted metal wall brackets, when required.
- B. Grounding shall be provided per NEC, and Section 26 0526.
- C. For transformers rated 100KVA or more single phase and 300KVA or more three phase, perform the following minimum field tests and checks before energizing equipment:
 - 1. Perform insulation resistance on each winding. Prior to testing, disconnect devices sensitive to test voltage. Test winding to winding and windings to ground.
 - 2. Inspect all mechanical and electrical interlocks for proper operation.
 - 3. Perform a turns-ratio test for each winding at all tap settings.
 - 4. Test control and protective devices for proper operation.
 - 5. Deliver all test reports to the Engineer.
- B. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with brass or stainless-steel screws, except use adhesive where screws should not or cannot penetrate the substrate.

END OF SECTION 26 12 16

SECTION 26 24 16 PANELBOARDS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section covers electrical panelboards.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and the Contract Documents, prior to installation.
- B. Panel layout with alphanumeric designation, branch circuit breaker sizes and types, AIC rating, bus sizes, and other characteristics.

1.03 QUALITY ASSURANCE:

- A. NEMA PB-1, Panelboards
- B. NEC
- C. UL67, Panelboards

PART 2 – PRODUCTS:

2.01 PANELBOARDS:

- A. Dead front panelboards, including lighting distribution and control panels, shall be furnished and installed as indicated on the Plans. Buses shall be copper. Mounting and type of enclosures shall be as indicated on the Plans. Where not indicated on the plans, indoor enclosures shall be NEMA 12 and outdoor enclosures shall be NEMA 3R. The minimum interrupting capacity of any device shall be as indicated on the Plans.
- B. Protective devices shall be bolt on type and replaceable without disturbing adjacent units. Wire connectors shall be suitable for wire sizes indicated. Branch circuits shall be numbered as indicated on the Plans, and a complete typed circuit schedule shall be furnished under a transparent cover and affixed to the panel. Phase busing shall be full height without reduction. Full size neutral bars shall be included and shall have suitable lug for each outgoing circuit requiring neutral connection. Spaces for future protective devices provided in lighting panels shall be used for the maximum device that can be fitted into them.

- C. Panelboards shall be finished with a primer, rust resistant phosphate undercoat and two coats of oven baked enamel with finish ANSI grey. They shall be sized to provide a minimum of 4-inches of gutter space on all sides. Doors shall not uncover any live parts and shall be hinged and have latches that require no tool to operate. Panelboard doors shall be lockable. Lock and two keys shall be furnished.
- D. Each panelboard shall have, on the outside of the door, a lamicoid nameplate with 3/4-inch letters as specified elsewhere in these Contract Documents.
- E. Panelboards shall be as manufactured by Square D, General Electric, Cutler-Hammer, or equal.
- F. Panelboards shall be service entrance rated where required, and as shown on the Plans.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Panelboards shall be installed as indicated on the plans and according to manufacturer's instructions.
- B. Provide grounding per NEC, and Section 26 0526.
- C. Contractor shall verify all NEC clearance requirements prior to installation.

END OF SECTION 26 24 16

SECTION 26 27 16 ENCLOSURES

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This specification includes enclosures to house electrical controls, instruments, terminal blocks, and serve as junction boxes where shown on the Plans.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and the Contract Documents, prior to installation.

1.03 MANUFACTURERS:

- A. Enclosures shall be manufactured by Hoffman, Hammond, Tanco, Rittal, or equal.

PART 2 – PRODUCTS:

2.01 STEEL:

- A. Enclosures shall be fabricated from 14-gauge steel with seams that are continuously welded. Doors shall have full length piano hinges with the door removable by pulling the hinge pin.
- B. A rolled lip shall be provided around three sides of the door and around all sides of the enclosure opening. The gasket shall be attached with oil resistant adhesive and held in place with steel retaining strips. Exterior hardware, such as clamps, screws, and hinge pins, shall be of stainless steel for outdoor installations. A hasp and staple shall be provided for padlocking. Each enclosure shall have a print pocket. All wires entering or leaving the enclosure shall terminate on terminal strips. All wires and terminals shall be clearly identified as specified elsewhere in these specifications.
- C. Finish shall be white enamel interior, light grey enamel, ANSI 61 exterior, over phosphatized surfaces. Special finishes and colors shall be furnished for wet locations. Plans should be checked for special conditions.

2.02 NEMA RATING:

- A. Unless otherwise indicated on the Plans, enclosures shall be NEMA 12 for indoors, NEMA 4X for corrosive areas, and NEMA 4 for outdoor installations. NEMA 4X enclosures shall be stainless steel. NEMA 4 enclosures shall also be used in wet or wash down areas.

2.03 FIBERGLASS: (NOT USED)

- A. Enclosures shall be heavy-duty, compression molded, fiberglass reinforced polyester, high impact, heat resistant, NEMA 4X.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Enclosures shall be installed as indicated on the Plans, and according to manufacturer's instructions.
- B. Enclosures shall be properly grounded and shall include ground straps connected to hinged doors and accessories.

END OF SECTION 26 27 16

SECTION 26 27 16.02 MINI POWER CENTERS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section covers electrical Mini Power Centers.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and the Contract Documents, prior to installation.
- B. The contractor shall submit shop drawings, catalog cuts, single line diagrams, component layout drawings and equipment elevation. Shop drawings must indicate all ratings, bus bracing, phasing, and utility requirements.
- C. Catalog cuts must be submitted for the service entrance section and components within. Each catalog cut must be properly identified with catalog number and indexed for easy reference.
- D. Single line diagrams must be complete with circuit numbers to match the Plans. Components must be sized and shown in a bill of materials.
- E. A wiring diagram must be submitted to show connection and control of devices such as ground fault protection, phase protection relays, and other components. Wiring diagram must include component numbers, matching the bill of materials.

1.03 MANUFACTURERS:

- A. The Mini Power Centers shall be as manufactured by Eaton, Square D Company or equal.

PART 2 – PRODUCTS:

2.01 MINI POWER CENTERS:

- A. The contractor shall furnish and install Mini Power Centers, as indicated on the Electrical Plans.
- B. Single phase transformers shall be 480 volt primary and 240/120 volt secondary. Three phase transformers shall be 480 volt primary and 208 Y/120 volt secondary.
- C. All transformers shall have a minimum of 2 5% full capacity primary taps below normal and shall be rated 115 degree temperature rise above 40 degree maximum ambient. All

insulating materials are to be in accordance with current ANSI C89.2 and NEMA ST20 standards for a 185 degree UL component recognized insulation system. Transformers are to be encapsulated using a sand epoxy resin mixture to provide maximum protection against moisture, dust and corrosive environments.

- D. Enclosures shall be cleaned, phosphatized and electrostatically powder coated and shall be UL Listed for indoor and outdoor use.
- E. Mini Power Center Units shall include integrally mounted and wired primary and secondary main circuit breakers in accordance with National Electrical Code requirement. These breakers and all branch circuit breakers shall be bolt on type and as specified elsewhere within these specifications. Minimum A/C rating shall be as indicated on Plans.
- F. A hinged access door shall be provided which maintains itself in the open position when desired, and which has padlock provisions to prevent unauthorized entry. All live parts are to be fully enclosed for personnel protection when installation is completed. The transformer and panelboards shall be constructed with separate enclosures capable of being assembled or disassembled as independent units. Panelboards buses shall be copper.
- G. The Mini Power Centers shall be UL Listed for use as service equipment.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Mini Power Centers shall be installed on H-frame strut rack with concrete pad, as indicated on the plans and per manufacturer's instructions.
- B. Grounding shall be provided as required by the NEC, and as indicated on the Plans.

END OF SECTION 26 27 16.02

SECTION 32 31 11 GATE OPERATORS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section covers pre-wired gate operator for horizontal sliding gates, including all selected attachments and accessory equipment.

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and the Contract Documents, prior to installation.
- B. Shop drawings: Submit shop drawings under the provisions of this section. Submit drawings showing connections to adjacent construction, range of travel, and all electrical and mechanical connections to the operator. All underground runs of electrical lines and inductive vehicle obstruction loop locations shall be indicated on drawings. Drawings shall also show the size and location of the concrete mounting pad.
- C. Installation instructions: Submit two copies of manufacturer's installation instructions for this specific project.
- D. Submit manufacturer's completed warranty registration form to Project Manager.
- E. Project list: Submit list of product installations comparable to the subject job. Include date of product installation, installer, and owner's name and location of the project.
- F. Test reports:
 - 1. Submit affidavits from the manufacturer demonstrating that the gate operator mechanism has been tested to 200,000 cycles without breakdown.
 - 2. Each operator shall bear a label indicating that the operator mechanism has been tested. Operator is tested for full power and pressure of all hydraulic components, full stress tests of all mechanical components and electrical tests of all overload devices.

1.03 QUALITY ASSURANCE:

- A. Manufacturer: A company specializing in the manufacture of gate operators of the type specified, with a minimum of five years' experience manufacturing operators of this type and design.
- B. Installer: Must have a minimum of three years' experience installing similar equipment, provide proof of attending Technical Training within the previous three years, or obtain other significant manufacturer endorsement of technical aptitude, if required, during the submittal process.

1.04 CODES AND REGULATORY REQUIREMENTS:

- A. Operators shall be built to UL 325 standards and be listed by a nationally recognized testing laboratory. Complete all electrical work according to local codes and National Electrical Code. All fieldwork shall be performed in a neat and professional manner, completed to journeyman standards.
- B. Current safety standards require the use of multiple external sensors to be capable of reversing the gate in either direction upon sensing an obstruction. See also 2.2D.
- C. Vehicular gates should never be used by pedestrians. A separate pedestrian gate must always be provided when foot traffic is present.
- D. Gate must have physical stops to prevent over travel in both the open and close directions.
- E. Current safety standards require gate operators to be designed and labeled for specific usage classes.

1. Slide Gate Operator shall be listed for use in UL 325 Usage Classes III and IV only.

1.05 PRODUCT DELIVERY AND STORAGE:

- A. Comply with 01 6000.
- B. Store products upright in the original shipping containers, covered, ventilated and protected from all weather conditions.

1.06 WARRANTY:

- A. Provide a warranty against all defects in materials or workmanship for five years or 500,000 gate cycles (whichever occurs first) after the date of installation. Defective materials shall be replaced at manufacturer's discretion with new or reconditioned materials furnished by the manufacturer, at no cost to the owner. Freight, labor and other incidental costs are not covered under the factory warranty, but may be covered by a separate service agreement between installing company and the owner.

1. To ensure validation of warranty, complete warranty registration form included in the printed materials shipped with the operator.

PART 2 – PRODUCTS:

2.01 GATE OPERATORS:

- A. Slide gate operator model SlideDriver 50VF2/3 (222 X3 ST) with Smart Touch Controller, or other comparable operator, as approved by the architect or specifier. Substitute operators that are approved will be published in an addendum, not less than ten days prior to bid opening. Requests for substitution will include the amount of savings to be passed on to the Owner.

2.02 GATE OPERATION:

- A. Operation shall be by means of a metal rail passing between a pair of reinforced composite wheels with polyurethane treads. Operator motors shall be hydraulic, geroller type, and system shall not include belts, gears, pulleys, roller chains or sprockets to transfer power from operator to gate panel.

The operator shall generate a minimum horizontal pull of 300 lb (136 kg) without the drive wheels slipping and without distortion of supporting arms. Operator shall be capable of handling gates weighing up to 5,000 lb (2,268 kg). The operator shall be speed controlled by an electronic Variable Frequency Drive (VFD) which will accelerate and decelerate the gate gradually to prevent shock loads to the gate and operator assembly. The maximum gate velocity of the SlideDriver 50VF2/3 shall be selectable between 2.2 ft/s (670 mm/s) and 3 ft/s (914 mm/s). The operator shall contain an Emergency Fast Operation (EFO) mode wherein a separate continuous input allows the operator to override all safety inputs and run at the EFO speed. The gate velocity during Emergency Fast Operation (EFO) shall not be less than 3 ft/s (914 mm/s). Upon starting, the VFD will gradually accelerate the gate to its maximum speed and when stopping, gradually reduce gate velocity to less than 1 ft/s (304 mm/s), whereupon a limit switch will stop the electric motor. Two adjustable hydraulic brake valves (one for each direction) assist in slowing the gate to a precise stop.

B. Minimum standard mechanical components:

1. Supporting arms: Cast aluminum channel. Arms shall incorporate a fully bushed, 1 1/2" (38 mm) bronze bearing surface, acting on arm pivot pins. (item 2 below)
2. Arm pivot pins: 3/4" (19 mm) diameter, stainless steel, with integral tabs for ease of removal.
3. Tension spring: 2 1/2" (63 mm) heavy duty, 800 lb (363 kg) capacity.
4. Tension adjustment: Finger tightened nut, not requiring the use of tools.
5. Drive release: Must instantly release tension on both drive wheels, and disengage them from contact with drive rail in a single motion, for manual operation.
6. Limit switches: Fully adjustable, toggle types, with plug connection to control panel.
7. Chassis: 1/4" (6 mm) steel base plate and 12 Ga. (3 mm) sides and back welded and ground smooth.
8. Cover: 16 Ga. (1 mm) zinc plated steel with textured TGIC polyester powder coat finish. All joints welded, filled and ground smooth. Finished corners square and true with no visible joints.
9. Finish: Zinc plated steel with textured TGIC polyester powder coat finish, proven to withstand 1,000 hour salt spray test.
10. Drive wheels: Two 8" diam (203 mm) AdvanceDrive wheels. High-strength composite hub with polyurethane over mold.

11. Drive rail: Shall be extruded 6061 T6, not less than 1/8" (3 mm) thick. Drive rail shall incorporate alignment pins for ease of replacement or splicing. Pins shall enable a perfect butt splice.
12. Hydraulic hose: Shall be 1/4" (6 mm) synthetic, rated to 3,000 psi (20.6 MPa).
13. Hydraulic valves: Shall be individually replaceable cartridge type, in an integrated hydraulic manifold.
14. Hose fittings: At manifold shall be quick-disconnect type, others shall be swivel type.
15. Hydraulic fluid: High performance type with a viscosity index greater than 375 and temperature range -40° F to 158° F (-40° C to 70° C).
16. A zero to 2,000 psi (13.7 MPa) pressure gauge, mounted on the manifold for diagnostics, shall be a standard component.
17. The hydraulic fluid reservoir shall be formed from a single piece of metal, non-welded, and shall be powder painted on the inside and the outside, to prevent fluid contamination.

C. Minimum standard electrical components:

1. Pump motor: 2 hp, 3450 RPM, 56C, TEFC, three phase. (Note, the VFD converts single phase input power to drive a three phase motor)
2. All components shall have overload protection.
3. Electrical enclosure: Type 1, metal, with hinged lid gasketed for protection from intrusion of foreign objects.
4. Controls: Smart Touch Controller Board containing:
 - a. inherent entrapment sensor;
 - b. built in audible "warn before operate" system;
 - c. built in timer to close;
 - d. 32 character OLED display for reporting of functions and codes;
 - e. multiple programmable user relay output options;
 - f. anti-tailgate mode;
 - g. built-in power surge/lightning strike protection;
 - h. menu configuration, event logging and system diagnostics easily accessible with a PC and HySecurity's free Smart Touch Analyze and Retrieve Tool;
 - i. RS-232 port for connection to laptop or other computer peripheral and RS-485 connection for network interface.
 - j. Dual gate communication connection for bi-parting, sally port, or sequenced gates.
 - k. Electromechanical and solid state relays.
 - l. Radio option outputs.
 - m. 21 inputs for site specific configurations.
5. Transformer: 75 VA, non-jumpered taps, for all common voltages.

6. Control circuit: 24 VDC.
- D. Required external sensors: See 1.5B. Specify photo eyes or gate edges or a combination thereof to be installed such that the gate will reverse in either direction upon sensing an obstruction.
- E. Optional control devices (choose one, or more, of the following): card reader, key-switch, radio control, pushbuttons, free egress vehicle detectors, vehicle obstruction loop detectors, keypads, seven day timers or various emergency vehicle open devices as dictated by local code.
- F. Optional alert devices: Flashing lights or rotating beacon. Configurable audible beacon included as standard.
- G. Other options (choose from the following list):
1. Custom color chassis and cover: Zinc plated and primer painted with textured finish coat.
 2. Drive wheel manual release indicator switch.
 3. Heater with thermostat control for cold or damp climates.
 4. Weather-stripped drive rail slot in chassis, and snow wiper blades for drive rail.
 5. Through Beam or Reflective type photo eyes.
 6. Gate edge and transmitter radio reversing device.
 7. Hy5B plug in type vehicle detectors.
 8. Hy8Relay™ provides eight additional programmable user relay outputs.
 9. Communications package delivering Internet Protocol (RJ-45 copper or SFP fiber), managed switch and web based interface to operator via HyNet™ Gateway.
 10. Key operated cable manual release (secure side of gate).
 11. Pneumatic remote gate release devices. Places operator in "manual mode" from remote location (lockable box on public side of gate).
 12. 208/230 VAC single phase and 208/230/460 VAC three phase available. 115 VAC single phase is not available. (50 Hz is available, specify voltage)
 13. Other models available for gate speeds from 1 to 3 ft/s (304 mm/s - 914 mm/s).
 14. Stainless steel chassis and cover, painted, for marine, caustic, or other extreme environments.

15. Stainless steel chassis 2B finish and cover brushed finish, for marine, caustic, or other extreme environments.
16. Hot dip galvanized chassis and cover, unpainted, for marine, caustic, and other extreme environments.
17. Hot dip galvanized chassis and stainless steel cover, unpainted, for marine, caustic, or other extreme environments.
18. Available Modular configuration which includes separate metal enclosure to house electrical control box, pump, and electric motor assembly.
19. Factory drive rail.
20. XtremeDrive™ System: a rack and pinion-like design, increases traction for heavy gates or for sites located in harsh environments.
21. Lock for operator cover.
22. Electric Solenoid gate panel deadbolt lock.
23. Special Correctional Facilities models with heavy, 10 Ga. (3 mm) locking cover to withstand physical attack.
24. UPS AC battery backup for systems up to 1 hp or VFD equipped. 208/230 VAC single phase only. 115 VAC single phase not available.

2.03 FACTORY TESTING:

- A. Fully assemble and test, at the factory, each gate operator to assure smooth operation, sequencing and electrical connection integrity.
- B. Proof test with simulated physical and electrical loads to exceed the fully rated capacity of the operator components.
- C. Inspect and test all hydraulics are leak free.
- D. All testing data shall be individually logged and recorded by serial number.
- E. Check all mechanical connections for tightness and alignment. Check all welds for completeness and continuity.
- F. Inspect finishes for completeness. Touch up imperfections prior to shipment.
- G. Check all hydraulic hoses and electrical wires to assure that chafing cannot occur during shipping or operation.

PART 3 – EXECUTION

3.01 SITE EXAMINATION:

- A. Locate concrete mounting pad in accordance with approved shop drawings and in compliance with local building codes.
- B. Make sure that gate is operating smoothly under manual conditions before installation of gate operators. Do not proceed until gate panel is aligned and operates without binding.

3.02 INSTALLATION:

- A. Install gate operator in accordance with the safety regulations and the manufacturer's product literature and installation instructions, current at the time of installation. Coordinate locations of operators with contract drawings; other trades and shop drawings.
- B. Installer shall ensure that the electrical service to the operator is at least 20A. Electrical wiring to conform to NEC and manufacturer's installation instructions.

3.03 FIELD QUALITY CONTROL:

- A. Test operator through ten full open and close cycles and adjust for operation without binding, scraping or uneven motion. Test limit switches for proper open and close limit positions.
- B. All anchor bolts shall be fully tightened in the finished installation.
- C. Owner, or owner's representative, shall complete "check list" with installing contractor prior to final acceptance of the installation and submit completed warranty documentation to manufacturer.

3.04 CONTINUED SERVICE AND DOCUMENTATION:

- A. Train owner's personnel on how to safely shut off electrical power, release and manually operate the gate. Additionally, demonstrate the general maintenance of the gate operator and accessories and provide one copy of "Programming and Operations Manual" for the owner's use. Manuals will identify parts of the equipment for future procurement. Provide maintenance personnel with O&M manual and online technical support.

END OF SECTION 32 31 11

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SECTION 33 05 16 CONCRETE PULL BOXES

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. The Contractor shall furnish and install pre-cast concrete pull boxes in the locations indicated on the Plans and as required

1.02 SUBMITTALS:

- A. Products shall be submitted in accordance with Section 26 0501, and the Contract Documents, prior to installation.

PART 2 – PRODUCTS:

- A. The pull boxes shall be designed for traffic conditions, and the pull box and cover shall be designed for heavy traffic bridge loading unless otherwise noted. The pull boxes shall have dimensions indicated on the plans. The pull boxes shall be constructed of concrete.
- B. The pull boxes shall be Quikset, Utility Vault Co., or equal, with covers. The covers shall be engraved "ELECTRICAL" or "COMMUNICATIONS", as indicated in the plans.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. The pull boxes shall be installed on 12 inches of compacted gravel and shall be installed in such a manner that the cover of the pull box will be flush with finished grade.

END OF SECTION 33 05 16

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CONSTRUCTION SAFETY & PHASING PLAN

Buckeye Municipal Airport Security Upgrades

City Project No.: 105130
ADOT Project No.: E3S1A01C
Dibble Project No.: 1018028.06

Prepared for: **City of Buckeye**

September 8, 2023



CONSTRUCTION SAFETY & PHASING PLAN

Buckeye Municipal Airport Security Upgrades

City Project No.: 105130
ADOT Project No.: E3S1A01C
Dibble Project No.: 1018028.06

Prepared for:
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326

September 8, 2023



Duane H. Dana

Expires 03/31/26

Duane Dana, PE
Project Manager
Dibble



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1. PROJECT OVERVIEW

This project will upgrade existing vehicular and pedestrian security gates that access the airport from the exterior. Four vehicular gate access points and five pedestrian gates will be upgraded for this project.

The Airport's existing vehicular access gates do not have electric motors to control access and typically remain open and are rarely locked. There are four cantilever vehicular gate access points and five pedestrian gates servicing the apron and various taxilanes, all of which are used frequently. The remaining swing gates around the airport perimeter are accessed less often.

The improvements for this project at Buckeye Municipal Airport (Airport or BXX) include the following:

- This project will retrofit the four primary vehicular gates with new motorized operators and a compatible vehicular loop detection system or a laser curtain sensor for both vehicle and aircraft detection.
- Installation of new remote access card readers at the four primary vehicular and five pedestrian access gates.
- New signage will also be installed at the four primary vehicular and five pedestrian access gates.
- Approximately 1,200 feet of wrought iron fence installed along S Palo Verde Rd at the Buckeye Airport Entrance Rd (200 feet included in the Base Bid and 1,000 feet included in Add Alt 1)

This *Construction Safety and Phasing Plan* (CSPP) provides specific information to the Contractor and/or Subcontractors contracted to carry out the construction contract for this project. This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at BXX. The Airport's safety objective is to achieve accident-free construction projects. Furthermore, the Contractor must be in full compliance with FAA Advisory Circular (AC) 150/5370-2G: *Operational Safety on Airports During Construction*. The CSPP and project safety and phasing requirements will be discussed in detail at the Pre-Bid and Pre-Construction Conferences.

The Contractor and/or Subcontractors shall conduct their operations in a manner that will provide safe working conditions for all employees, the protection of the public, and all others who may be affected by construction activities. Nothing contained in this plan is intended to relieve the Contractor, Subcontractor, or suppliers of the obligations assumed by the Contractor under contract with the Airport or as required by law. The Contractor shall be required to submit a *Safety Plan Compliance Document* (SPCD) to the Airport describing how they will comply with the requirements set forth in the CSPP.

Safety must be an integral part of the job. Full participation, cooperation, and support are necessary to ensure the safety and health of all persons and property involved in the project. The purpose of phasing, marking, barricading, and lighting of airside construction areas is to delineate hazardous areas and prevent unauthorized incursions into the areas by personnel, vehicles, equipment, and aircraft during construction; and to positively separate construction activity from aircraft operations.

2. COORDINATION

A Pre-Bid Conference will be scheduled during the bidding process to allow prospective bidders an opportunity to understand the safety aspects of this project. A key topic of this meeting will include a detailed review of this CSPP, with emphasis on Contractor responsibilities for safety, as well as access and work areas in each phase.



A Pre-Construction Conference will be scheduled prior to the issuance of the Notice to Proceed. Invitees and attendees will include City and Airport staff; the Engineer-of-Record; the Resident Engineer; the Contractor's Project Manager/Superintendent; and representatives from ADOT (in person or by phone). Relevant safety-related issues will be discussed in detail at this meeting.

Topics of discussion will include the FAA Advisory Circular (AC) 150/5370-2G: *Operational Safety on Airports During Construction*; project scope; the Resident Engineer's responsibility; identifying the Contractor's Superintendent; NOTAM responsibility; phasing and scheduling of work; Notice to Proceed date; safety during construction; security, badging and escorting requirements; quality control and testing; test reports; maintenance of record drawings; and other contract and Federal requirements.

The Contractor is required to submit an overall project schedule at the Pre-Construction Conference which will allow Airport staff, the Engineer, and the Contractor to identify affected areas during construction.

2.1 Contractor Progress Meetings

Progress meetings will be held at the discretion of the Resident Engineer where the invitees and attendees will include, at minimum, a representative of the Airport staff, the Resident Engineer, the Contractor's Project Superintendent, and the lead personnel of each Subcontractor. In addition to the discussions on the progress of the project, operational safety procedures identified within this CSPP and the Contractor's SPCD will be reviewed and discussed.

2.2 Scope or Schedule Changes

The Contractor will be required to immediately notify Airport staff and the Resident Engineer of any changes to the original project scope or schedule. The Airport staff will coordinate (as needed) any changes with the impacted stakeholders, (i.e. tenants, ADOT, etc.).

2.3 FAA/Air Traffic Organization Coordination

The Airport staff is responsible for continually coordinating, as required, with the FAA and air traffic organization (ATO) during construction.

3. PHASING

The project includes 6 designated phases of work (5 Base Bid phases & 1 Add Alt phase) as shown in the construction phasing plans in **Appendix A – Project Site and Phasing Plan**. The construction phasing was developed based on several factors including contractor and aircraft safety, impact to airport operations, constructability, and construction costs.

Base Bid (84 Calendar Days):

Phase 1 – 21 Calendar Days. This includes upgrades at Vehicular Gate #3 and Pedestrian Gate #5.

Phase 2 – 21 Calendar Days. This includes upgrades at Vehicular Gate #2 and Pedestrian Gates #3 & #4.

Phase 3 – 21 Calendar Days. This includes upgrades at Vehicular Gate #1 and Pedestrian Gates #1 & #2.

Phase 4 – 21 Calendar Days. This includes upgrades at Vehicular Gate #4.

Phase 5 – 7 Calendar Days (Concurrent with Phases 1-4). This includes the removal of approximately 200 feet of existing chain-link fence and barbed wire along S Palo Verde. This also includes the installation of the new wrought iron fence to match the limits of the removed chain-link fence.

Add Alt 1 – 7 Calendar Days (Concurrent with Phases 1-4):

Phase 6 – This includes the removal of approximately 1,000 feet of existing chain-link fence and barbed wire along S Palo Verde Rd. This also includes the installation of the new wrought iron fence to match the limits of the removed chain-link fence.

Substantial Completion (84 Calendar Days):

This will mark the completion of all construction in Phases 1-6 (both Base Bid and Add Alt 1). A pre-final walk will be completed by the Resident Engineer, Airport staff, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punchlist of any remaining items to complete before Final Completion. The construction warranty will begin from this date.

Final Completion – 14 Calendar Days. This will include the completion of all punchlist items noted on the Substantial Completion letter, final clean-up, and demobilization. A final walk will be completed by the Resident Engineer, Airport staff, and the Contractor.

Total Project Duration – 98 Calendar Days.

3.1 Construction Safety Drawings

The Contractor is required to provide his own detailed Barricade Plans in accordance with his anticipated operations for the review and approval of the Airport.

4. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION

4.1 Affected Areas on the Airfield

4.1.1 Closed or Partially Closed Facilities

No facilities (buildings or businesses) are anticipated to be closed or partially closed for the duration of this project. The airport gates will be closed during the construction of the improvements. Access will be via alternative gates as directed by the airport.

4.1.2 Aircraft Rescue and Firefighting Access Routes

No ARFF facilities are located at BXX. Emergency vehicles will have access via the Airport Entrance Road and through the gate at the west end of the Entrance Road.

4.1.3 Airport Support Vehicle Access Routes

Airport support vehicle access and routes are not anticipated to be impacted by this project.

4.1.4 Utilities for Firefighting

There are no known utilities used for firefighting at the Airport. Fire hydrants are located outside of the airport security fence.

4.1.5 Affected Approach and Departure Surfaces



No impacts are anticipated to any existing Approach and Departure surfaces for this project.

The Contractor will be required to abide by the Part 77 airspace requirements at all times. For the proposed use of construction equipment in excess of 20' in height, the Contractor must obtain an airspace determination, and he must submit information required for inclusion into the 7460 airspace evaluation submittal as soon as feasible after Notice Of Award in order to not delay the project schedule. This review should be included in the Contractor's schedule. Equipment that penetrates the Part 77 imaginary surface must display a red obstruction light during nighttime use and an orange and white checkered flag during the day.

4.1.6 Affected Instrument Approach Procedures and Navigational Aid Critical Areas
Instrument approach procedure or navigational aid (NAVAID) critical area are not affected by the project.

4.2 Mitigation of Effects

4.2.1 Construction Staging Area and Haul Routes

The Contractor's staging and storage area, haul route, and construction access areas are shown in **Appendix A – Project Site & Phasing Plan**. The Contractor's staging area is located outside of all Object Free Areas. Construction access areas and haul routes have been established to minimize impact to airfield operations.

Transient haul truck drivers shall be advised to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall any driver be allowed to deviate from the marked haul route. Additionally, during times of low visibility or darkness, the drivers shall be required to use a flashing amber beacon.

4.2.2 Temporary Taxi Operations

Not applicable for this project.

4.2.3 Detours for ARFF and Other Airport Vehicles

No ARFF facilities are located at the Airport. No detours for ARFF and other airport vehicles facilities are required.

4.2.4 Maintenance of Essential Utilities

Essential utilities are not anticipated to be impacted in this project. The Contractor will be required to provide temporary means to any impacted utilities until the impacted utilities are restored.

4.2.5 Temporary Air Traffic Control Procedures

BXK is a non-towered airport. The Airport will be kept apprised of all construction activities throughout the duration of the project. The Contractor will provide construction schedules at least three weeks ahead of the proposed construction activities to be given to the Airport staff. The Airport will be expected to provide feedback about any concerns that they have for construction areas and Contractor movements. Project sketches will be provided to the Airport so that they are aware of the impacts to aircraft operations. The Airport will be responsible for issuing NOTAM's related to construction activities and restrictions.

5. PROTECTION OF NAVIGATIONAL AIDS

No NAVAID critical areas will be impacted by this project.

6. CONTRACTOR ACCESS

6.1 Contractor Access Areas

Any time access is required within the *Airport Operations Areas* (AOA), the Contractor shall be responsible for ensuring that no breaches of airport security occur. The AOA is fenced and must remain fenced at all times. The following additional measures must also be taken:

- No person shall enter the contractor worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
- Persons authorized to provide escorts include Airport staff and designated contractor supervisors. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the access card, or all three.

6.2 Location of Stockpiled Construction Materials

All contractor materials, equipment and supplies shall be within the Contractor's designated staging and storage area. All storage areas shall be marked; debris boxes covered, and area kept neat and clean of debris. No stockpiles are required for this project.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and object free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10-ft.
- Be coordinated at least 48 hours in advance with the Resident Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

6.3 Vehicle and Pedestrian Operations

6.3.1 Construction Site Parking

Construction parking will be allowed in the Contractor's Staging and Storage Area, which is outside of any Object Free Areas. No personal vehicles will be allowed onto the airfield.

6.3.2 Construction Equipment Parking

Construction equipment parking will be in the Contractor's staging and storage area for any equipment that is not in use.

6.3.3 Access and Haul Roads

Access and haul roads on Airport property will be delineated with the use of low-profile barricades, vertical traffic control panels, signage, escorts, or a combination thereof as shown in this CSPP and in the Plans. Contractor access and haul roads can be seen on **Appendix A – Project Site & Phasing Plan**.

6.3.4 Marking and Lighting of Construction Vehicles

All Contractor and Subcontractor vehicles must be properly marked with the company name at least 4 inches in height on both sides of the vehicle. All vehicles must have a 3'x3' orange and white checkered flag at the tallest point on the vehicle for daytime construction activities, and a flashing amber or yellow beacon, mounted at the highest point for nighttime construction. All vehicle marking and lighting must comply with the most recent version of *AC 150/5210-5D: Painting, Marking, and Lighting of Vehicles Used on an Airport*.

6.3.5 Construction Vehicle Operations Within AOA

For the purposes of this project, the AOA is defined as any area within the secured (fenced) area of the Airport. No vehicle shall operate:

- In a careless or negligent manner.
- With disregard for the rights and safety of others.
- At a speed greater than 15 mph or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.
- Without constant observance for operating aircraft.

6.4 Two-Way Radio Communications Procedures

Radio communication will not be required.

7. WILDLIFE MANAGEMENT

7.1 Trash

The Contractor shall perform daily inspections of the work areas (including the Contractor's Staging Area) to remove any trash, debris, and food scraps and place these items in an appropriate trash receptacle. Trash receptacles, regardless of type and size, must always be covered and secured to eliminate the possibility of contents from escaping.

7.2 Standing Water

The Contractor shall conduct their operations to minimize the potential for standing water. When water begins to stand on site, the Contractor shall begin pumping water to drain the area within 24 hours to prevent the attraction of wildlife.

7.3 Tall Grass & Weeds

The Contractor shall mow areas under their responsibility including, but not limited to, project site staging and storage areas and exclusively use haul roads to prevent the growth of vegetation over 6 inches.

7.4 Poorly Maintained Fencing and Gates

The Contractor shall close and lock any airfield access gates that are not actively in use. Any fencing installed by the Contractor shall be properly maintained to prevent the intrusion of wildlife and unauthorized people.

7.5 Disruption of Existing Wildlife Habitat

The Contractor shall report any significant wildlife habitat sightings within the AOA to the Resident Engineer and/or Airport staff.

7.6 Airport Wildlife Management Procedures

The Contractor is required to follow any Airport Wildlife Management Procedures that are in place at the Airport; however, at a minimum the Contractor is required to perform the following:

- Close and lock any airfield access gates that are not in use.
- Report any significant wildlife sightings within the AOA to the Resident Engineer and/or Airport staff.

8. FOREIGN OBJECT DEBRIS MANAGEMENT

The Contractor is required to maintain a clean construction site throughout the duration of the project. Once any portion of the construction site is ready to be re-opened to aircraft traffic, the Contractor, Resident Engineer, and Airport staff shall drive and/or walk the area to verify that all potential for Foreign Object Debris (FOD) is no longer present.

The Contractor is required to keep water on the construction areas to minimize the possibility of wind generated FOD. The Contractor is required to conduct FOD checks at the end of each working shift/day for removal from the airfield pavements. Airport staff and construction administration personnel should be present for these FOD checks to ensure compliance.

9. HAZARDOUS MATERIAL MANAGEMENT

Any hazardous or regulated waste material produced by the Contractor's operations shall be properly disposed of at the Contractor's expense pursuant to all local, state, and federal regulations. The Contractor may be required to provide test results to confirm that a contaminated area has been properly remediated.

Any hazardous materials situation that poses a threat to safety or property shall be immediately reported to emergency personnel by dialing '911' and to the nearest Airport staff / Resident Engineer.

10. NOTIFICATION OF CONSTRUCTION ACTIVITIES

10.1 Points of Contact

A full list of Points of Contact and Contact Procedures will be developed prior to the Pre-Construction Meeting for this project. Under normal circumstances, all communications concerning the construction project between airport stakeholders and the contractor shall be channeled through the Resident Engineer who shall be the primary point of contact for all communications concerning the construction project. Matters relating to Airport operations will be handled through the Airport, with assistance from the Resident Engineer and/or Contractor as needed.

EMERGENCY TELEPHONE NUMBER – 911

FOR

✓**POLICE** ✓**FIRE** ✓**RESCUE**

Contact	Phone Number	Availability
TBD Resident Engineer, Dibble	---	Construction Hours
Duane Dana, P.E. Engineer-of-Record, Dibble	480-365-9056	Mon-Fri, 8:00am to 5:00pm
Daniel Weimer Airport Manager	623-349-6880	Mon-Fri, 8:00am to 5:00pm
Scott Lowe, PE Airport Assets Director	623-349-6815	24 Hours

10.2 Notice to Airmen (NOTAM)

The City of Buckeye Airport Manager will file a construction NOTAM approximately three days prior to construction beginning in the area or prior to any change in airfield conditions that may affect operations or safety. The Contractor is required to submit pertinent information to the Airport for any construction items that would require the issuance of a NOTAM a minimum of two weeks prior to the start of work.

10.3 Emergency Notification Procedures

For any medical and law enforcement emergencies call 911 and communicate the emergency to the Airport coordinator immediately.

The Contractor shall submit a list of personnel to the Resident Engineer that can be contacted 24 hours a day, 7 days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job titles, and phone numbers.

10.4 Notification to the FAA and Airport Users

All proposed construction activities that affect operations at the Airport will be immediately relayed to all Airport users and the FAA by way of meetings, advisories, NOTAM's and the filing of Form 7460 as appropriate (minimum of 45 days prior to the proposed construction) all issued by one of the Airport Staff or the Resident Engineer.

10.5 Coordination with ARFF for Non-Emergency Issues

BXK does not have an ARFF facility. The Contractor should contact the Resident Engineer or Airport Assets Director concerning non-emergency issues, such as:

- The deactivation and subsequent reactivation of water lines and fire hydrant.
- The establishment, re-routing, or blocking of emergency routes.
- The use of hazardous materials on the airfield.

10.6 Local ATO/Technical Operations Personnel

The Airport is responsible for all communications with the local ATO/Technical Operations personnel.

10.7 ATCT Managers on Duty

BXK is a non-towered airport, and therefore no ATCT manager is present at the Airport.

10.8 Authorized Representatives to the FAA's Operational Control Center

Not applicable for this project.

10.9 Notification to OCC Regarding Closed and/or Hazardous Conditions on the Airfield

Not applicable for this project.

10.10 Notification to FAA Under Title 14 CFR Parts 77 and 157

The Contractor must obtain an airspace determination for construction equipment that he proposes to use, and he must submit information required for inclusion into the 7460 airspace evaluation submittal as soon as feasible after Notice Of Award in order to not delay the project schedule. This review should be included in the Contractor's schedule.

10.11 FAA Reimbursable Agreements

This project is funded by ADOT, with no FAA Reimbursable Agreement.

10.12 Affected Instrument Approach Procedures

No Instrument approach procedure is affected by this project.

11. INSPECTION REQUIREMENTS

11.1 Daily Inspections

Operational safety and security monitoring will be conducted continuously throughout construction within the AOA. The Contractor will be required to train and emphasize to its employees on the construction site the need for daily foreign object debris (FOD) checks on or near active airfield pavements. The Contractor will be required, at a minimum, to conduct FOD checks before and after each construction shift and monitor nearby active pavements throughout the construction shift.

The Resident Engineer, Airport Staff, and Contractor shall utilize **Appendix B – Inspection Checklist** for evaluating the Contractor’s adherence to the contract documents and this CSPP.

11.2 Final Inspections

Inspections will be required at the Substantial Completion and Final Completion phase of the project. These inspections will be attended by the Contractor, Airport Staff, Resident Engineer and ADOT Aeronautics. A punch list will be developed at the Substantial Completion inspection, and any items placed on the punch list will be required to be completed within 7 days. Final inspection will be scheduled 7 days after the substantial completion walkthrough.

Should the inspections reveal any FOD concerns, the Contractor shall have a crew ready to remove any FOD prior to reopening the pavements. Should any inspection reveal work that does not meet Contract requirements or that is deficient in any way, the Contractor shall mobilize a crew as soon as possible to remedy the deficient areas to avoid prolonging the continued closure of the areas.

12. UNDERGROUND UTILITIES

Prior to beginning construction on the airfield, the Contractor is required to Blue Stake and pothole (if necessary) existing utilities in the project areas. Protection of utilities may include, but is not limited to, flagging utilities, marking lines on pavement, and placing of barricades along utility lines and at manholes. The *General Technical Provisions* provide the Contractor with detailed direction for the location of underground utilities.

13. SPECIAL CONDITIONS

Special unforeseen conditions or circumstances may require the activation of special procedures by the Airport. In cases involving aircraft emergencies or distressed aircraft, the Contractor may be required to temporarily halt construction activities and immediately vacate the area in which work is taking place. The Contractor is required to promote safe and orderly removal of all Contractor personnel and equipment to an area that is no longer in conflict with the emergency at hand. The Contractor is expected to immediately comply with the Resident Engineer’s and/or Airports direction and may only return to the subject work area when it is safe, and permission is given to do so.

In the event of low-visibility conditions, or other conditions, which may signal the need for additional unimpeded space next to runways or taxiways, the Contractor may be required to move to another work area of the project or temporarily stop work. The Contractor will be made aware of the possibility of these situations during the pre-construction conference.

14. RUNWAY AND TAXIWAY VISUAL AIDS

14.1 General

Temporary visual aids may be used from time to time as the project progresses to increase safety. Any temporary visual aid will be secured either in-pavement or with heavy items preventing blow-away (against jet-blast, prop wash or a 90-mph wind), while at the same time not obscuring the objects themselves.

All temporary visual aids must have frangible connections. Connections shall be submitted for approval by the Resident Engineer.

14.2 Markings

Any markings required for this project must meet the requirements of FAA Advisory Circular 150/5340-1, *Standards for Airport Markings*.

14.3 Lighting and Visual Aids

Lighting for all barricades shall be a steady-burn or blinking light. All barricading and lighting shall conform to the details in the plans and specifications.

Low-profile barricades shall be spaced 10 feet on center and not more than 4 feet apart and shall be placed to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities.

Lighting shall conform to FAA AC 150/5340-30: *Design and Installation Details for Airport Visual Aids*, AC 150/5345-53: *Airport Lighting Equipment Certification Program*, and AC 150/5340-18: *Standards for Airport Sign Systems*, as required.

14.4 Signs

Temporary airfield signing is not anticipated for this project. However, airfield signage illuminated to indicate an open facility that is closed due to construction shall be covered and secured with a material that prevents light leakage.

15. MARKING AND SIGNS FOR ACCESS ROUTES

Temporary signing used for Contractor access/haul routes, open trenching or other hazards shall be clear, concise, reflective, and large enough in order to minimize safety-related issues. All temporary signing shall meet the requirements of the most current version of AC 150/5340-18 and, to the extent practicable, with the *Manual of Uniform Traffic Control Devices (MUTCD)* and/or State highway specifications. All temporary signs shall also be properly weighted and/or secured to withstand site and elemental conditions.

16. HAZARD MARKING AND LIGHTING

Hazards, such as open trenches, manholes, and steep embankments shall be barricaded and lighted with pennant flagging or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards. The Contractor shall also assign a Project Safety Officer for the project to monitor and enforce the Contractor's safety guidelines and the provisions of this CSPP.

When areas on the Airport are closed or present hazards due to construction activities, they should be marked and lighted according to *AC 150/5340-1M: Standards for Airport Markings*. Marking and lighting must be approved by the Airport and/or the Resident Engineer.

Some less obvious construction related hazards include, but are not limited to, the following:

- Loose debris, trash, etc. in the work areas
- Loose debris, trash, etc. on or in the bed of vehicles

The Contractor shall be vigilant in keeping the work areas in a safe and trash-free condition as much as possible so as to prevent debris from making its way onto active airfield pavements. The Contractor shall also exercise due care when working in the vicinity of active aircraft. This can include the use of hearing protection and the securing of clothing and hardhats while working.

16.1 Barricades

The project areas are required to have low-profile barricades as shown in **Appendix A – Project Site & Phasing Plan**. For construction areas that do not include aircraft operating areas, vertical panel barricades may be used to prohibit vehicle and pedestrian traffic. All barricades must have flashing red or steady burn lights.

Barricades, temporary markers approved by the Airport, and any other warning equipment placed or left in areas adjacent to the apron shall be as low to the ground as possible, and not more than 18 inches in height. All barricades and temporary markers shall also be properly secured to withstand the site and elemental conditions. All barricading requirements regarding type, spacing, etc. were provided in the plans and are further identified in the *General Technical Provisions*. Low-profile barricades shall be reflective, have an omni-directional steady-burning or flashing red LED light, and shall be properly secured (screwed-in). Clamps or straps will not be allowed.

16.1.1 Lights

Red lights on low-profile barricades shall be of the omni-directional, flashing or steady-burn type. The rate of flash and illumination, as well as barricade reflectivity, shall meet the requirements of the latest edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. Additional lighting shall be provided if determined necessary by Airport Staff.

16.1.2 Supplement Barricades with Signs

Signage shall be installed when determined necessary by the Engineer or Airport Staff, i.e. “No Entry”.

16.1.3 Maintenance

The Contractor shall designate an employee (or Subcontractor) to be responsible for the regular maintenance of barricades and lighting. In addition, the Contractor shall provide an emergency contact number for the responsible individual to perform any emergency maintenance on any barricades or lighting and ensure functional operation of all hazard lighting and barricades 24 hours per day, 7 days per week. The designated person or Subcontractor shall be able to respond to a request within one (1) hour of notification of a non-functioning barricade.

Barricading and lighting equipment shall be secured to prevent blow-down. This may include the use of water-filled items, sandbags, and/or flat heavy footings. Temporary lighting may be secured to the pavement with nails or screws.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

Nighttime construction will not be required on this project.

18. PROTECTION OF RSA, TSA, OFA, OFZ, AND APPROACH/DEPARTURE SURFACES

18.1 Runway Safety Area (RSA)

This project does not include construction within the RSA of Runway 17-35.

18.2 Runway Object Free Area (ROFA)

This project does not include construction within the ROFA of Runway 17-35.

18.3 Runway OFZ

This project does not include construction within the ROFZ of Runway 17-35.

18.4 Taxiway Safety Area (TSA)

This project does not include construction within the TSA of any taxiway.

18.5 Taxiway Object Free Area (OFA)

This project does not include construction within the TOFA of any taxiway.

18.6 Runway Approach and Departure Surfaces

This project does not include construction within the runway approach or departure surfaces.

19. OTHER LIMITATIONS ON CONSTRUCTION

19.1 Prohibitions

19.1.1 Use of Flare Pots

The use of flare pots is not permitted within the AOA at any time.

19.1.2 Use of Electrical Blasting Caps

The use of electrical blasting caps is not permitted within 1,000-ft of the Airport property.

19.2 Restrictions

19.2.1 Tall Equipment

The use of tall equipment is not permitted unless a 7460-1 determination letter is issued.

19.2.2 Open Flame Welding and Torches



The City Fire Marshall must approval all open flame welding and the use of torches prior to the project commencing. If this type of work is required on this project, the Contractor must notify the City Fire Marshall at least 48 hours in advance of the work.

19.2.3 Airfield Lighting Vault Lock-Out/Tag-Out Policy

This project includes installing new electrical items, and the contractor shall be responsible for scheduling and coordinating this work with the Airport so that the appropriate lock-out/tag-out procedures are strictly adhered to.

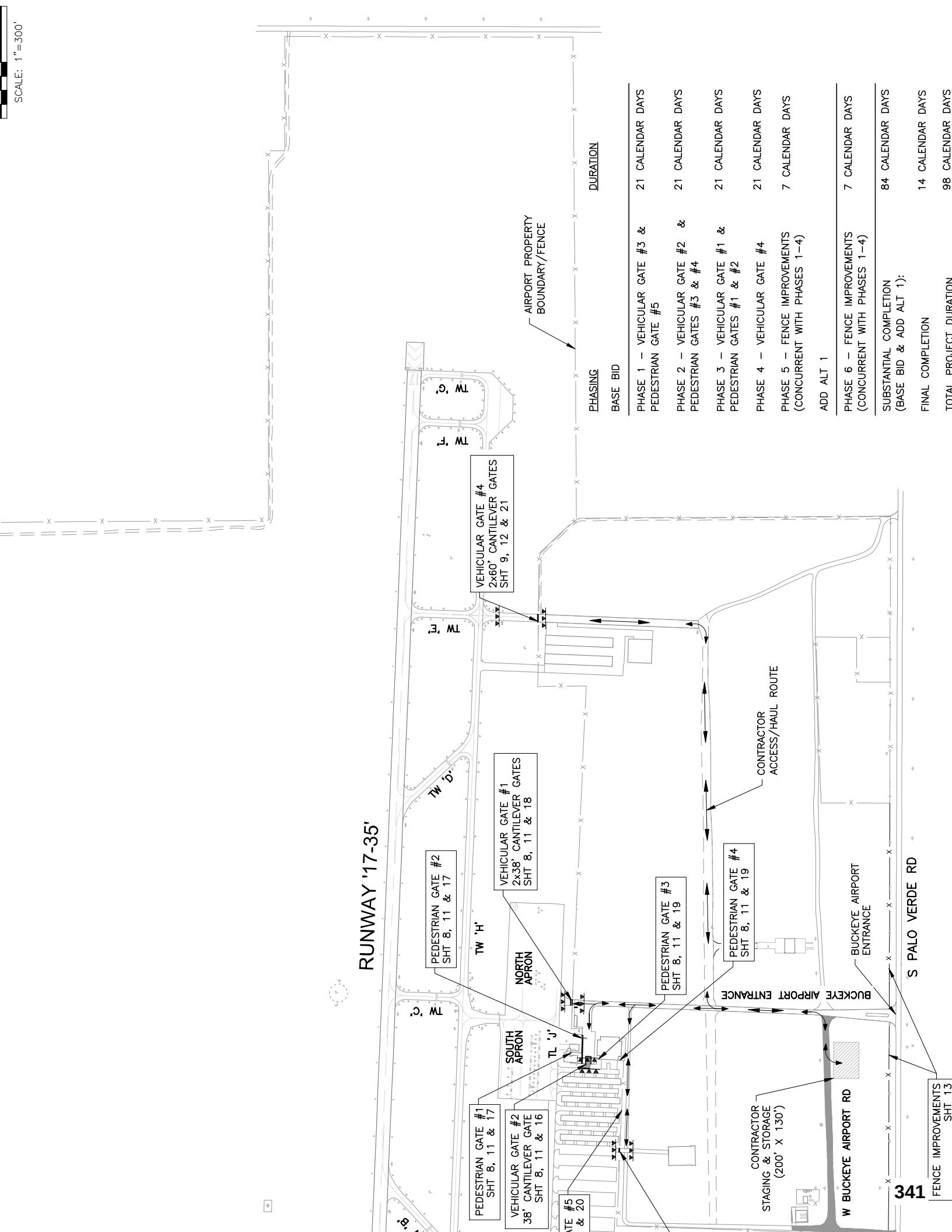
Prior to opening any electrical pull box or light cans, the appropriate circuits will be tagged and locked out at the vault room in accordance with OSHA requirements. A pre-event meeting shall be held on site at least 48 hours in advance of the work with the Contractor, the Airport, and Resident Engineer to review the work undertaken, to familiarize all parties with the existing system and controls that will shut down and re-started, and to confirm lock-out/tag-out procedures used. The Contractor shall provide multi-position hasp and both the Contractor and the Airport will attach their own separate locks. No system shall be energized until such time that both parties have removed their locks, indicating a safe situation to energize. The system will be checked for functionality by the Contractor in the presence of the Airport before leaving the project site.

19.2.4 Contractor Employee Safety

The Contractor and its employees shall employ safe practices per the Contractor's safety procedures and industry safety standards. The Contractor's safety procedures will ultimately dictate the use of protective clothing and equipment for its employees, but at a minimum, the Contractor's employees must be equipped with a Type 2 safety vest, and every employee that enters the site must be wearing the vest. The vest must be worn as designed, the entire time that the employee is within the AOA.



Appendix A Project Site and Phasing Plan



PHASING

BASE BID

DURATION

PHASE 1 – VEHICULAR GATE #3 & PEDESTRIAN GATE #5	21 CALENDAR DAYS
PHASE 2 – VEHICULAR GATE #2 & PEDESTRIAN GATES #3 & #4	21 CALENDAR DAYS
PHASE 3 – VEHICULAR GATE #1 & PEDESTRIAN GATES #1 & #2	21 CALENDAR DAYS
PHASE 4 – VEHICULAR GATE #4	21 CALENDAR DAYS
PHASE 5 – FENCE IMPROVEMENTS (CONCURRENT WITH PHASES 1–4)	7 CALENDAR DAYS

ADD ALT 1

PHASE 6 – FENCE IMPROVEMENTS (CONCURRENT WITH PHASES 1–4)	7 CALENDAR DAYS
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SUBSTANTIAL COMPLETION (BASE BID & ADD ALT 1):	84 CALENDAR DAYS
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FINAL COMPLETION	14 CALENDAR DAYS
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TOTAL PROJECT DURATION	98 CALENDAR DAYS
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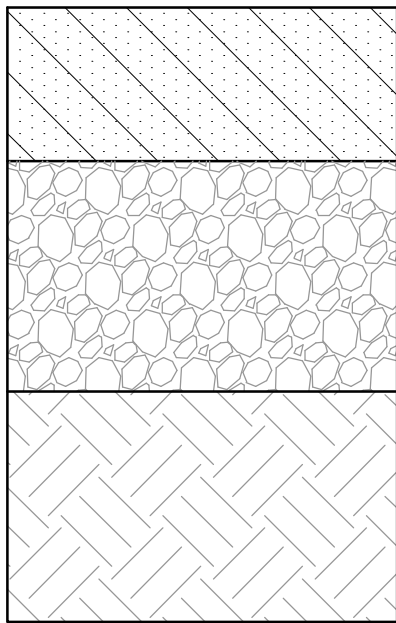


Appendix B Inspection Checklist

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane, in the related Object Free Area and aircraft approach or departure areas/zones or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inches from pavement edges and ends.		
Heavy equipment, stationary or mobile, operating or idling near the AOA, in runway approaches and departures areas, or in an OFZ.		
Equipment or material near NAVAIDS that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, may result in electronic interference and/or facility shutdown.		
Tall and/or relatively low-visibility units (equipment slim profiles), such as cranes, drills, and similar objects, located in critical areas (OFZs, approach zones, etc.).		
Improperly positioned lights, malfunctioning lights and/or unlighted airport hazards, such as holes/excavations, on any apron, open taxiway or open taxi lane, or in a related safety approach or departure area.		
Obstacles, loose pavement, trash, and other debris on or near the AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		

Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from the AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and/or provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		

Objects, regardless of whether they are marked or flagged, or activities on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system during construction (for example, no temporary drainage provided when working on a drainage system).		
Failure to provide for proper electrical lockout and tagout procedures. At larger airports with multiple maintenance shifts/workers, construction Contractors should make provisions for coordinating work on circuits.		
Failure to control dust.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction taking place outside of designated work areas and/or out of phase.		



4" AC (C-3/4") OR MATCH IN KIND
MAG SPEC 321
PG 70-10

6" EXST ABC OR MATCH IN KIND
MAG SPEC 310, RECOMPACT AND RESHAPE
ASTM D698, 95%

EXST SUBGRADE
6" RECOMPACT AND RESHAPE, ASTM D698, 95%

1 AC PAVEMENT

NTS

NOTES:

1. THE PURPOSE OF THIS FIELD DIRECTIVE IS TO PROVIDE FURTHER CLARIFICATION ON THE AC PAVEMENT SECTION, SPECIFICALLY THE DEPTH OF THE SUBGRADE PREPARATION.
2. REFER TO DET 1, DWG C2.1

CITY OF BUCKEYE
ENGINEERING
APPROVED

BY: *Joshua Ford* DATE: 11/06/2023



DRAWING DESCRIPTION
CIVIL DETAILS (MODIFIED)

BUCKEYE MUNICIPAL AIRPORT
SECURITY UPGRADES

DIBBLE

SCALE NOT TO SCALE	DATE 11/03/2023
REFERENCE SHEET C2.1A	AUTHOR MJH
PERMIT NUMBER ENG-CIP-23-0004	PROJECT NUMBER 1018028.06
SHEET NUMBER 182	FIELD DIRECTIVE #1

Exp 11/03/2023 Municipal Airport Security Upgrades
Contract No. 2024113

182

MG2:m

FIELD DIRECTIVE #1

346

**EXHIBIT D
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAUSER ENGINEERING GROUP, LLC**

(Payment and Performance Bonds)

See following pages.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Name of CONTRACTOR

Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

Name of SURETY

Address of SURETY
hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into
a certain contract with the OWNER, DATED THE _____ day of _____, 20__, a copy of
which is hereto attached and made a part of the construction contract for
_____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal promptly pays all
monies due to all persons supplying labor or materials to the principal or the principal's subcontractors
in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains
in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of title 34,
chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of title 34, chapter 2, article 2, A.R.S., to the same extent as if
they were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney
fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL’S ATTEST:

PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL)

Address: _____

SURETY’S ATTEST:

SURETY

By: _____
Attorney-in-Fact

(SEAL)

Address: _____

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Name of CONTRACTOR

Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

Name of SURETY

Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
Dollars (\$_____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into
a certain contract with the OWNER, DATED THE _____ day of _____, 20__, a copy of
which is hereto attached and made a part of the construction contract for
_____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the
contract during the original term of the contract and any extension of the contract, with or without
notice to the surety, and during the life of any guaranty required under the contract, and also performs
and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized
modifications of the contract that may hereafter be made, notice of which modifications to the surety
being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of title 34,
chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the
provisions of title 34, chapter 2, article 2, A.R.S., to the extent as if it were copied at length in this
Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney
fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

PRINCIPAL

By: _____

Attorney-in-Fact

(SEAL)

Address: _____

Witness as to PRINCIPAL

Address

SURETY'S ATTEST:

SURETY

By: _____

(SEAL)

Address: _____

Witness as to SURETY

Address

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

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

MEETING DATE: 03/05/24	AGENDA ITEM: 4.I. CC - Approval of Minutes
DATE PREPARED: 02/28/24	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 February 6, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the February 6, 2024 Regular Council Meeting Minutes.

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

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

ATTACHMENTS:

[02.06.2024 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
FEBRUARY 6, 2024
MINUTES**

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

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Pastor Abbra Ahmad from the LKU Church led the invocation; Vice Mayor Goodman led the Pledge of Allegiance

Members Present: Councilmember Youngker, Councilmember Guy, Councilmember HagEstad, Councilmember Hess, Councilmember Heustis, Vice Mayor Goodman (excused at 8:50 p.m.; returned at 8:52 p.m.), Mayor Orsborn (excused at 7:04 p.m.; returned at 7:06 p.m.; excused at 8:02 p.m.; returned at 8:04 p.m.).

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Javier Setovich, Deputy City Manager Dave Roderique, Deputy City Manager Doug Sandstrom, City Attorney K. Scott McCoy, City Clerk Lucinda Aja, Economic Development Director Suzie Boyles, Information Technology Director Greg Platacz, Fire Chief Jake Rhoades, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Chief Financial Officer William Kauppi, City Engineer Scott Zipprich, Development Services Director Brian Craig, Interim Human Resources Director Laura Ingegneri, Communications and Government Relations Director Annie DeChance, and Public Works Director Bret Hodne.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn and Buckeye City Council recognized the retirement of Buckeye Police Chief Larry Hall.

3.B Council received an independent auditor's report of financial statements from Jill Shaw of Heinfeld, Meech & Co., PC (HeinfeldMeech), in the form of an Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023, as required by A.R.S. § 9-481.

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 Councilmember Heustis and seconded by Vice-Mayor Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G, *4.H., *4.I, *4.J., *4.K, *4.L, *4.M, and *4.N. Motion passed unanimously.

- *4.A Council to take action on the approval of a citywide internal communications plan which includes updates to the Council approved Logo Use Policy, Social Media Policy, and Media Relations Policy.**

Staff Liaison: Annie DeChance, Communications & Government Affairs Director

Council approved a citywide internal communications plan which includes updates to the Council approved Logo Use Policy, Social Media Policy, and Media Relations Policy.

- *4.B Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024004 between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, dba San Tan Ford, for the purchase of light and medium duty vehicles, and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**

Staff Liaison: Bret Hodne, Public Works Director

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024004 between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, dba San Tan Ford, for the purchase of light- and medium-duty vehicles, and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

- *4.C Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024137 between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, for HVAC replacement - 2nd Floor of City Hall, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.**

Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024137 between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, for HVAC replacement - 2nd Floor of City Hall, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

- *4.D Council to take action on Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024145 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, for the purchase of hand-held and vehicle mounted portable two-way radios, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024145 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, for the purchase of hand-held and vehicle-mounted portable two-way radios, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

- *4.E Council to take action on the Cooperative Contract Purchase Addendum (CCPA)**

Contract No. 2024143 between the City of Buckeye, an Arizona municipal corporation, and L.N. Curtis and Sons Inc., dba Curtis, a California corporation, for the purchase of firefighting equipment and rescue tools with related supplies and accessories, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

Staff Liaison: Jake Rhoades, Fire Chief

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024143 between the City of Buckeye, an Arizona municipal corporation, and L.N. Curtis and Sons Inc., dba Curtis, a California corporation, for the purchase of firefighting equipment and rescue tools with related supplies and accessories, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

***4.F Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024144 between the City of Buckeye, an Arizona municipal corporation, and Matlick Enterprises, Inc., dba United Fire Equipment Company, an Arizona corporation, for the purchase of emergency response, firefighting and safety equipment and supplies, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024144 between the City of Buckeye, an Arizona municipal corporation, and Matlick Enterprises, Inc., dba United Fire Equipment Company, an Arizona corporation, for the purchase of emergency response, firefighting and safety equipment and supplies, and authorize the City Manager to execute and deliver said CCPA on behalf of the City.

***4.G Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024053 between the City of Buckeye, An Arizona municipal corporation, and Municipal Emergency Services, Inc., a Nevada corporation, for the purchase of personal protection equipment and fire services equipment, and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council approved Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024053 between the City of Buckeye, An Arizona municipal corporation, and Municipal Emergency Services, Inc., a Nevada corporation, for the purchase of personal protection equipment and fire services equipment, and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

***4.H Council to take action on the Membership Agreement with Valley Schools Employee Benefits Group to enter into a public entity pool to procure insurance products, coverages, and/or services that the City selects for Fiscal Year 2024-2025.**

Staff Liaison: Laura Ingegneri, Human Resources Director

Council approved the Membership Agreement with Valley Schools Employee Benefits Group to enter into a public entity pool to procure insurance products, coverages, and/or services that the City selects for Fiscal Year 2024-2025.

***4.I Council to take action on a Final Plat for Miller 60 generally located southwest of the intersection of Miller Road and Southern Avenue.**

Staff Liaison: Patricia Cooley, Planner I

Council approved a Final Plat for Miller 60 generally located southwest of the intersection of Miller Road and Southern Avenue.

***4.J Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024131 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to the Jackrabbit Communications Tower, and authorize the City Manager to execute the CCPA on behalf of the City.**

Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024131 between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware corporation, related to the Jackrabbit Communications Tower, and authorize the City Manager to execute the CCPA on behalf of the City.

***4.K Council to take action on Ordinance No. 02-24 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 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, or by exercise of the power of eminent domain; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; and to take any and all other action as is legally necessary to acquire fee title or an easement interest in, to and for all necessary rights of way or roadway generally located along the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West, in Buckeye, Arizona.**

Staff Liaison: Paul Lopez, Deputy City Engineer

Council adopted Ordinance No. 02-24 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 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, or by exercise of the power of eminent domain; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; and to take any and all other action as is legally necessary to acquire fee title or an easement interest in, to and for all necessary rights of way or roadway generally located along the Miller Road alignment, from Lower Buckeye Road to Pima Street, within Sections 17 and 19 of Township 1 North, Range 3 West, in Buckeye, Arizona.

***4.L Council to take action on the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 275603) for Mikey's Mini Mart located at 210 West Baseline Road in Buckeye.**

Staff Liaison: Lucinda Aja, City Clerk

Council approved the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 275603) for Mikey's Mini Mart located at 210 West Baseline Road in Buckeye.

- *4.M Council to take action on the appointment of Erick Gonzalez as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December 31, 2029; and the removal of Brett Benninghoff as a Regular Member of the Community Services Advisory Board (CSAB).**

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Erick Gonzalez as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December 31, 2029; and the removal of Brett Benninghoff as a Regular Member of the Community Services Advisory Board (CSAB).

- *4.N Council to take action on the December 5, 2023 Regular Council Meeting Minutes and December 19, 2023 Regular Council Meeting Minutes.**

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the December 5, 2023, Regular Council Meeting Minutes and December 19, 2023, Regular Council Meeting Minutes.

5. Continued / Tabled Items

- 5.A Council to hold a public hearing and take action on Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property, and authorizing the Mayor to execute and deliver the Development Agreement.**

Staff Liaison: Bart Wingard, Principal Planner

Deputy Director of Planning Adam Copeland provided an overview of Ordinance No. 52-23; vicinity maps were displayed. Mr. Copeland explained the general planned land use in this area is MPC (master-planned community), which is the same as Festival Ranch to the south and compatible with this proposal; reviewed the surrounding MPC projects that have zoning rights to move forward with development, such as Floreo at Teravalis. The master-planned community at Festival Ranch is ten miles north-south and four miles east-west with a significant amount of growth remaining. Festival Ranch is comparable in size to the planned North Star Ranch. The previously approved master-planned community zoning area was known as Spurlock Ranch; one of the proposed amendments is to change the name to North Star Ranch. Some of the new stipulations related to this project include: the height of multifamily buildings decreased from 90 feet to 50 feet and no more than four stories; multifamily dwellings will only be permitted in the CMU (Community Mixed Use) parcels except parcels 2 and 9; multifamily development is restricted to move forward until at least 2,185 single-family residences are built; the SF-1 (Single Family 1000) zoning, if the applicant wishes to subdivide the lot for smaller dwellings, would only be permitted in the commercial mixed-use area; the maximum number of multifamily units has been decreased from 1,399 to 950; a 200-foot thermal solar tower was previously approved and has been replaced with a 55-foot facility or tower; the applicant has agreed to stage construction of equipment and materials north of the CAP Canal, which will reduce the traffic through Festival and staff will also work closely with the applicant to mitigate construction traffic through Festival to the best of their abilities; and the definition of multifamily dwelling is a building that is attached to another building that includes three or more families. In addition, a multifamily would be designated if multiple homes beyond three were built on one lot. Overall, the CMP is

approximately 2,800 acres with a maximum yield of 9,668 dwelling units at an average density of 3.4 dwelling units per acre. The five proposed land uses include: community neighborhood residential, community mixed use, parks, public facilities, and light industrial. There is also a solar overlay. Access to North Star Ranch will primarily be Canyon Springs Boulevard and Desert Oasis Boulevard. Staff are also working on connectivity between Festival and North Star Ranch for golf carts, which is a heavily used mode of transportation between amenities. Mr. Copeland provided an overview of the primary components of the current Development Agreement. The Applicant requirements now include: donation of land for a fire station; funding the salary of six full-time fire personnel and one police personnel, which would commence at the time the first vertical building permit is issued and last until such time the Public Safety Facility has a certificate of occupancy (C of O); purchase a fire truck one year prior to construction of the Public Safety Facility or within six years of issuance of the first vertical building permit; pay for Public Safety Facility, which is triggered by the 2185th Residential Building Permit issued or C of O for any commercial site is issued; and secondary Bridge - CAP Canal at Desert Oasis Boulevard. Ms. Boyles provided information on the retail services and general economic development in Festival. The City continues to work with the developers to bring retail services to Festival as there is both a desire and need. The continued hard work is very close to bringing the development to that area, but the developers and retailers have many questions related to population, which is what drives their customer base. They want to know the existing population but more importantly what the future resident population will be to ensure continued support and growth of retail. North Star Ranch would bring more homes, more population, and more customer base to foster the demand and need to bring grocery, restaurants, and other retail services to the area. Mr. Lowe provided information on the availability of water for North Star Ranch. The project, like any development, is required to bring "wet water", meaning they must construct a water campus where water can be brought into a system to serve current and future customers. If they chose to use sink wells, they would be required to install approximately eight of them; however, other options could be more fruitful. Presently the development does not have certificates of assured water supply (CAWS) from Arizona Department of Water Resources (ADWR). John Willett, City Traffic Engineer, provided an overview of traffic and roadway construction related to the North Star Ranch project. In 2018 the City approved the Transportation Master Plan (TMP) that projected Sun Valley Parkway would become an eight-lane road, and Canyon Springs Boulevard and Desert Oasis Boulevard as six-lane roads in the future as traffic volumes increased. Using projected traffic volumes from the Transportation Impact Analysis (TIA), TMP, and looking at only Phase I, it was determined Pinnacle Peak Road through North Star Ranch will be a six-lane arterial and other roads will be two- or four-lane collector roads. During Phase I, traffic volumes are projected at 20,400 cars daily will use Canyon Springs Boulevard to access Sun Valley Parkway and 3,200 will use Desert Oasis Boulevard. The City has decided to use levels of service to trigger the improvements to Canyon Springs Boulevard and Desert Oasis Boulevard. When two-way traffic volumes reach 23,200 on Canyon Springs Boulevard, the developer must begin the design process for adding a third lane. When two-way traffic volumes reach 29,800, the developer must begin construction. Similarly, when Canyon Springs Boulevard at the CAP Canal reaches this traffic volume, construction must begin on the Desert Oasis Bridge. The developer will not be issued further building permits until these processes have been started. Susan Demmitt, ESQ., with Gammage & Burnham, speaking on behalf of the ownership group for North Star Ranch, began her presentation by providing an overview of the 2005 approved Spurlock Ranch CMP. In 2008 the City of Buckeye approved a land swap between Festival Ranch and Spurlock Ranch which led to the 2008 approved CMP for Spurlock Ranch that retained the 2005 characteristics and merely incorporated the single-family residential reconfigured portion into the plan. This is now called the North Star Ranch approved master plan with zoning approval and could be developed today. In 2008, Spurlock Ranch did move forward to detailed planning for Phase I, which was south of Pinnacle Peak Road off the Canyon Spring Boulevard entrance. The

development was planned primarily for single-family homes, commerce park parcels, a school site, medium-density residential parcels, and the use of Canyon Springs Boulevard as the primary access point. Moving forward to 2021, the developer began working with the City of Buckeye to amend the Spurlock Ranch Master Plan, beginning with renaming the project to North Star Ranch. After extensive dialog, the developer is seeking Council approval of the revised, modified, and updated master plan for the community. Some of the key features were listed and include: increase in residential units from 7,329 to 9,668; 24 acres dedicated to neighborhood residential for single-family homes only; 200 acres of community mixed use for retail and employment uses with multifamily homes permitted; the primary commercial area has moved to the western side along Turner Parkway with the secondary commercial area near Canyon Springs Boulevard and Pinnacle Park Road; and the plan has 25 percent open space and more than 104 acres of community parks. The first phase of North Star Ranch is essentially the same as the first phase that was previously approved in the 2008 Spurlock Ranch Master Plan with the general geographic and acreage area. The land plan for the first phase of North Star Ranch has been filed, reviewed by staff, and is pending approval of the CMP update. Within this phase are 2,185 single-family homes with access off Canyon Springs Boulevard utilizing the bridge that was recently constructed over the CAP Canal. Parcels 2 and 9 have been identified as commercial mixed-use areas for retail and employment uses, and multifamily homes are restricted. The public safety facility is included on parcel 9. Ms. Demmitt shared exhibits that displayed landscaping and monuments at the entrance of the community and community parks. She compared the 2008 and 2024 plans to show the compromises that have been made to include eliminating 340 acres of medium-density residential and increasing the traditional single-family acres, increase of open space by 5 percent, and an additional 46 acres of parks. Ms. Demmitt reviewed the Development Agreement noting the increased provisions from 2008 to 2024, such as the City taking over control of the design and construction of the public safety facility, purchasing a fire truck, offsite roadway improvements, annual traffic count updates, and substantial provisions that deal with widening the offsite roadways. The developer of North Star Ranch will substantially expand the City's water and sewer infrastructure systems. They will provide a solution for wet water for the project and provide redundancy in the City's water system that will benefit the City as a whole once the water system loops are completed. In closing, Ms. Demmitt stated everyone has worked diligently over the past 2.5 years to update and improve an approved plan that maintains the character of a primarily single-family MPC. A CMP has been paired with a new Development Agreement. Community feedback was considered to provide additional concessions and restrictions on the project. The ownership group has made a significant investment and has significant investments in the City of Buckeye, and this is the lowest density project in their portfolio, which is a testament of them trying to honor the character of the City of Buckeye and the surrounding community and create something that blends into what exists today. In good faith, they built the Canyon Springs Boulevard bridge at a significant cost. The suggested Council action tonight is not if North Star Ranch should be developed, because the approved plan from twenty years ago allows it to be developed, but the action is if the improved and updated plan is more beneficial for the City or will the existing land plan stay in place. Mr. Copeland stated staff does recommend that the Mayor and City Council hold a public hearing and adopt Ordinance No. 52-23, approving Case PLZZ-21-00028, North Star Ranch Community Master Plan Amendment, subject to conditions A through PPP and the Development Agreement. Mayor Orsborn opened a public hearing at 7:24 p.m. to hear citizen input regarding Ordinance No. 52-23. Garry Snyder presented statements and concerns regarding the proposed development. Ben Hegle presented statements in support of the proposed development. Kent Pace presented statements in support of the proposed development and its potential positive impacts on the property he owns in the area. Jane Powell presented statements and concerns regarding the proposed development. Tom Berry presented statements and concerns regarding the proposed development. There being no further public comment, Mayor Orsborn closed the

public hearing at 7:53 p.m. In response to Councilman HagEstad's questions, Mr. Copeland clarified the previous CMP allowed 90-foot buildings that can generally accommodate eight stories, which has been reduced to 50 feet and not to exceed four stories. A visual of the three community mixed use (CMU) districts was displayed, noting these are the areas where the 50-foot, four-story, multifamily homes were permitted. Multifamily homes are not permitted in CMU parcels 2 and 9 which are on the east side south of Pinnacle Peak Road and will be part of phase 1. No multifamily dwellings will be constructed until the first 2,185 single-family homes have certificates of occupancy. It is estimated that 250 to 500 units could be built per year depending on the economy. Mr. Copeland explained what SF-1 homes were, that they could only be built where multifamily homes were permitted, and could not be built prior to the 2,185 single-family homes unless a single parcel was subdivided. Currently, there are no 1,000-sq ft lots platted in North Star Ranch. An overview of the process for subdividing a parcel was provided. If the developer chose to build 1,000-sq ft lots, it would count towards the multifamily cap. Commercial service types of use such as office, retail, and restaurant are what will be built in the CMU areas. Mr. Copeland provided an overview of the processes that lead up to the start of construction, which can take approximately two to four years. In this case, a preliminary plat is in the final review stages. If the CMP is approved tonight, the final plat would come before Council in April or May and the final plat would be presented in September or October. A CAWS must be provided prior to Council approving the final plat. Without the CAWS, the only work that can be done on the site is grading. Mr. Lowe clarified the developer must go through the process and build their own infrastructure. The CAWS for 100 years goes with the landowner. Mr. Copeland explained there are no state requirements to permit six or less parcels within a subdivision. However, they are monitored through the water, sewer, and treatment plan standards and codes. The City could explore an internal policy that uses best practices. Mr. Lowe provided further information regarding the City's water resources, needs, and portfolio. Mr. Willett explained it will be approximately six to eight years before traffic reaches the need for North Star Ranch to begin the design phase for widening Canyon Springs Boulevard. Presently, the four-lane road can handle 36,000 cars and the trigger is set at 23,200. The goal is to get the improvements made before the road gets too busy. Mr. Zipprich provided a detailed overview of the process and noted the lanes at the current levels of service. This amendment specifically addresses triggers for roadway improvements based on average daily traffic, where the previous Development Agreement did not. Mr. McCoy advised, under the current CMP, the developer has development rights, and provided they comply with their obligations under the Development Agreement and the CMP, absent some peril to public health and safety, they would be allowed to develop without making roadway improvements. Mr. McCoy provided an overview of the concessions that would not occur if the amended CMP and Development Agreement were not approved. Mr. Zipprich agreed the proposed amendments from an engineering and traffic perspective are better for the City. Mr. McCoy stated it would require extraordinary circumstances to force the input of new demands into the existing CMP. In response to Councilmember Youngker's questions, Mr. Copeland explained the community outreach process according to statutory requirements. There is typically a four-to-six-month gap before the project is presented to Council. This project moved slower as it was not your typical project and there were substantial negotiations. Vice Mayor Goodman commented, regardless of Council action tonight, North Star Ranch will be built, and if the 2024 CMP and Development Agreement are not approved, the 2008 CMP will move forward without the newly negotiated 2024 protections. Mayor Orsborn clarified the developer has legal rights within the current CMP and the entitlement to build as depicted in the 2008 Development Agreement. Attorney McCoy noted the city code requires a Development Agreement and the Development Agreement mirrors the CMP. As such, if the 2024 CMP is not approved, the City would have to go back and try to renegotiate another building agreement based on the 2008 CMP. Councilmember Heustis commented on the fact that North Star Ranch can build whether an approval is given tonight or not. In response to questions from Councilmember Hess, Mr.

McCoy clarified the vote this evening is on the CMP amendment and the Development Agreement that implements the CMP amendment. If the CMP is approved and not the Development Agreement, everyone would have to start over because there is no way to implement the CMP without the Development Agreement. Mr. Lowe confirmed it is not unusual for the developer to not have a CAWS at this stage and the developer must have the CAWS before moving forward. Mr. Copeland confirmed no multifamily dwellings can be constructed in phase 1. Ms. Demmitt confirmed a water analysis had been completed which determined how many wells would be needed for North Star Ranch to have a separate and distinct water supply. Ms. Demmitt discussed the voluntary public outreach that was conducted during construction of the Canyon Springs Boulevard bridge. Attorney McCoy explained the code provision and statutory obligation for public outreach which the applicant satisfied and that, for many legal reasons, the applicant is not required to exceed these requirements. Councilmember Hess stated to the members of the public that they have been heard. She noted there are thirty CMPs that were approved between 2000 and 2005 by previous Councils and they are trying to find the best solutions. The Council has a tough decision to make, and they will make one that is best for the community. In response to questions from Councilmember Guy, Mr. McCoy stated the CMP does not expire but the Development Agreement did. The 2008 CMP would not have accommodated or addressed the issues attempted to be resolved in the amended CMP. The City of Buckeye is the only community that requires a Development Agreement along with a CMP. In response to questions from Mayor Orsborn, Mr. McCoy explained the expired Development Agreement did not adequately protect the interests of the City or the residents of the City. To the developers' credit, they engaged in prolonged negotiations that resulted in the interests of the City and the residents of the City now being adequately protected through the renegotiated Development Agreement. Mr. Sandstrom explained, with North Star Ranch coming to fruition, a positive impact on taxes is expected due to the economies of scale and operational subsidies from the developer. Any service cost increases would be borne by the new community. Mr. McCoy stated there are no legal mechanisms to require the developer to make offsite improvements, such as developing a portion of Turner Parkway. Mr. Copeland estimated the cost of extending Turner Parkway to be \$120 to \$140 million. Mr. Copeland confirmed the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) will not come until the CMP is finalized and will be part of the engineering process. Mr. Willett stated staff has done an in-depth analysis of the initial traffic impact analysis and a new analysis will be required for the next phase to identify required roadway improvements. Mayor Orsborn also commented on the anticipated schools for the development. Ms. Boyles reviewed the proposed economic development, noting it likely will be more of a business park intended to serve multiple local businesses. Mr. Copeland discussed the northwest area of the project that allows for a solar-generating facility with ground-mounted panels. Ms. Demmitt stated this would be part of the later phase of the project and separate from residential land use. In response to Councilmember HagEstad's questions, Mr. Copeland discussed the remaining expansion within Festival Ranch and the CMP, noting it is projected to have 24,000 homes. A tower is required for the solar facility for battery storage and other equipment, but it has been reduced in height by 145 feet. Councilmember HagEstad provided an overview of the concessions in the new Development Agreement, such as the dwelling cap on multifamily homes and where they can be built, the build-to-rent parcels counting towards the multifamily cap, and the staging of construction equipment and materials being north of the CAP Canal to reduce traffic through Festival Ranch. With the time it takes to get construction started on phase 1, there may be opportunities for cross streets to come in and create alternative access points. While this agreement did not come up with a solution for a different access to this area, there are solutions and protections in the new Development Agreement which the developer worked in good faith to come up with. In response to questions from Mayor Orsborn, Mr. Zipprich stated they do not build sound walls or barriers. They do build theme walls that are around eight feet tall adjacent to major roadways as required by Planning, but do not do sound studies. Mr.

Copeland stated the density in Festival Foothills is comparable to the proposed density for North Star Ranch. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Ordinance No. 52-23 approving an amendment to the Spurlock Ranch Community Master Plan as described in Case No. PLZZ-21-00028; approving a Development Agreement between the City of Buckeye, Arizona, and Festival Ranch North, LLC, concerning the development of the property, subject to stipulations A through PPP; and authorizing the Mayor to execute and deliver the Development Agreement. Councilmember Youngker, Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn voted aye; Councilmember HagEstad voted nay. Motion carried.

6. Comments from the Mayor and Council

Councilmember Heustis: commented on recent community events held in the City.

Councilmember Guy: no comment.

Councilmember Hess: no comment.

Vice Mayor Goodman: no comment.

Councilmember HagEstad: no comment.

Councilmember Youngker: no comment.

Mayor Orsborn: thanked Council for the great discussion; thanked the City staff for all the work they put into the North Star project; invited residents and staff to the upcoming Air Fair.

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

Mr. Cotterman recognized Lucinda Aja for earning her Master Municipal Clerk (MMC) designation awarded by the International Institute of Municipal Clerks (IIMC).

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 10:22 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 February 6, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/05/24	AGENDA ITEM: 5.A. DS - Resolution No. 09-24 - Old Dominion Freight Lines (ODFL) - Minor General Plan Amendment - PLZU-23-00009
DATE PREPARED: 02/29/24	DISTRICT NO.: Council District 1
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to hold a public hearing and take action on Resolution No. 09-24 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 158.28 acres located at the southwest corner of Yuma Road and Johnson Road from Neighborhood and Business Commerce to Employment.

SUMMARY

PROJECT DESCRIPTION:

Kyle Hoyt, of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Neighborhood and Business Commerce to Employment.

In anticipation of constructing an Interstate motor freight terminal, the applicant must first change the General Plan designation from Neighborhood and Business Commerce to Employment, rezone from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1) before submitting for a required Conditional Use Permit. The site is currently surrounded by Business Commerce to the north and east, and Master Planned Community to the south and west. The Master Planned Community Designation is occupied by the Cipriani Community Master Plan ("CMP") which is working toward a CMP amendment to allow for Employment uses.

BENEFITS:

The General Plan Amendment and companion rezoning are supported, as, in concert, they will: Expand the contiguous area for development of employment generating uses in furtherance of General Plan ("GP") Policy G-7.1: "The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA" and Goal G-11, "Buckeye is an economic leader in Maricopa County."

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

ATTACHMENTS:

[PLZU-23-00009 - ODFL - Minor GPA - CC Staff Report - 030524.docx](#)
[Exhibit A - PLZU-23-00009 - ODFL - Minor GPA - Vicinity Map.pdf](#)
[Exhibit B - PLZU-23-00009 - ODFL - Minor GPA - GP Map.pdf](#)
[Exhibit C - PLZU-23-00009 - ODFL - Minor GPA - Zoning Map.pdf](#)
[Exhibit D - PLZU-23-00009 - ODFL - Minor GPA - GPA Narrative.pdf](#)
[Exhibit F - PLZU-23-00009 - ODFL - Minor GPA - Public Comments.pdf](#)
[Exhibit E - PLZU-23-00009 - ODFL - Minor GPA - Citizen Participation Plan Summary.pdf](#)

ODFL - GPA and Rezone - CC PowerPoint - 030524.pptx
Resolution No. 09-24.Minor GPA ODFL.docx



MINOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER: PLZU-23-00009
TITLE: Old Dominion Freight Lines Minor General Plan Amendment
MEETING DATE: March 5, 2024

Applicant: Kyle Hoyt, PE

Owner(s): Wrublik Childrens Holdings, LLC

Request: Minor General Plan Amendment (GPA) changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Neighborhood and Business Commerce to Employment.

District: Council District 1

Location: Located at the southwest corner of Yuma and Johnson Roads. Refer to Exhibit A.

Site size: Approximately 158.28 acres

Public input: An advertised neighborhood meeting was held on Wednesday November 15, 2023. The applicant, City staff, and two (2) residents from the area. All required notices of this public hearing have been completed. No additional comments or concerns have been received. Refer to Exhibit E, the Citizen Participation Plan Report.

Recommendation: Conduct a public hearing and approve Resolution 09-24, approving Case PLZU-23-00009.

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as “Imagine Buckeye 2040” or simply the “General Plan”) is used by the City to guide Buckeye’s future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye’s future while retaining the community’s distinctive character and culture.
2. Kyle Hoyt, of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Neighborhood and Business Commerce to Employment. The purpose of the existing and proposed land use categories is as follows:
 - Existing: 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.
 - Existing: The Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.
 - Proposed: The Employment designation is applied to areas that will develop with a focus on creating employment opportunities that contribute to the overall local and regional economy. Appropriate uses may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Properties located in proximity to planned Neighborhood uses are considered part of an Employment Transition Area (ETA); properties within an ETA are restricted from developing with heavy industrial (I-2) uses and are expected to be designed to present as an upscale business park from the perspective of adjacent streets. To this end, properties within an ETA are expected to orient buildings to minimize visual impacts into service/loading areas, provide buffering and screening as needed to further limit views into

service areas, and to design circulation and access to limit conflicts with routine neighborhood traffic. With planned Neighborhood uses to the north and west, the entirety of the property is within an ETA and will be subject to the enhanced design requirements noted above.

3. A concurrent request to rezone the subject property from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1), to accommodate the development of an interstate motor freight terminal, is scheduled for review at this same meeting. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City's General Plan.
4. For all areas, any change to the General Plan's Future Land Use Map involving more than 160 acres, or any change within the Luke Compatible Area (LCA) designation, currently require a Major General Plan Amendment (GPA). Any requests that do not meet the above criteria are considered Minor General Plan Amendments. Comprised of 158.28 acres and not located within the LCA, this proposal constitutes a Minor GPA.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Neighborhood and Business Commerce	Single-Family Rural Residential (SF-43) and Rural Residential (RR)
North	Vacant/Residential	Business Commerce	Maricopa County RU-43
South	Vacant	Master Planned Community	Planned Community (PC)
East	Vacant/Residential	Business Commerce	Maricopa County RU-43
West	Vacant	Master Planned Community	Planned Community (PC)

PUBLIC PARTICIPATION SUMMARY:

6. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on November 15, 2023, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on October 30, 2023, over fifteen (15) days prior to the date of the meeting.

7. Except for the applicant and City staff, two (2) nearby residents attended the neighborhood meeting. The residents spoke with concern of the development of this site and the traffic it will bring. Outside of the speakers during the November 15th outreach meeting, staff has not received any written or verbal feedback from the public pertaining to this request.
8. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	January 29, 2024
Site Posted	January 29, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	January 29, 2024

BACKGROUND:

9. July 18, 2000: The Mayor and City Council approved an annexation of the northern half of the site under Ordinance 23-00.
10. 2006: The Mayor and City Council approved a rezone to Rural Residential of the northern half of the site under Ordinance 93-06.
11. January 19, 2023: The applicant held a Preapplication (PAC) meeting with staff under Case PLZM-23-00001.
12. November 15, 2023: A neighborhood meeting was held at the Coyote Branch Library.
13. December 5, 2023: The Mayor and City Council approved an Annexation of the southern half of the property under Ordinance 49-23.
14. February 13, 2024: The Planning and Zoning commission recommended approval of the subject GPA to the Mayor and City Council.

ANALYSIS:

15. The Employment land use category will support rezoning and development of the site with light industrial uses, such as the interstate motor freight terminal proposed for the site. Heavy industrial uses, such as those permitted in the Heavy Industrial (I-2) district are not supported by the General Plan on the site due to the proximity of planned residential uses.

16. Neighborhood land use designations on properties to the northwest of this property, the site is located within an Employment Transition Area (ETA) and will be subject to the enhanced design and performance standards outlined within the General Plan. These additional expectations are intended to minimize any incompatibilities between characteristics of light industrial uses and any future residences built in the vicinity of the property.
17. The property is separated from any anticipated residential use by existing or planned public streets. Beyond the enhanced requirements for properties within an ETA, the streets themselves will supplement on-site screening and buffering to physical separate this development from any future residences and help to ensure development on the property portrays an upscale business park like appearance as required for development within an ETA.
18. To ensure conformance with these requirements, approval of a Conditional Use Permit with Site Plan application will be required prior to development occurring on the property. It is likely that any proposed project on the site will meet development code triggers requiring Planning and Zoning Commission approval of the Site Plan.
19. The General Plan Amendment and companion rezoning are supported, as, in concert, they will meet the following General Plan goals:
 - 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 the Buckeye’s targeted economic sectors”. This proposal directly correlates with the Condition Use and Site Plan applications for Old Dominion Freight Line (ODFL) which will directly contribute to the Manufacturing, Logistics, and Distribution Targeted Economic Sectors designed for a diverse economy and strong workforce.
 - G-7.1 “The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City’s MPA.” The proposal is located in an area south of I-10 away from the focused residential development to the north. The expansive site is adjacent to the SR 85 transportation corridor, within close proximity to the Buckeye Airport, and is an area suitable for distribution, logistics, and manufacturing.
 - G-7.3 “The City of Buckeye will have an average of one to one jobs per household”. The proposal is being presented in parallel with the site plan application for ODFL. ODFL, as a specific user, will add jobs necessary to support the population growth of the City of Buckeye.

- G-9.2 “The City of Buckeye should continue business attraction efforts that focus on the City’s Targeted Economic Sectors”. ODFL is within the Logistics and Distribution Targeted Economic Sector.
- G-9.3 “The City of Buckeye should protect its primary industrial and commercial corridors from conversion to non-employment uses or encroachment by uses that would limit future uses on the site”. The geographical location is adjacent to the SR 85 transportation corridor at a major intersection of Johnson and Yuma Road providing easy access to I-10.
- G-11.3 “The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average”. ODFL is a national less-than-truckload freight company. The development will bring well-paying jobs and help strengthen the employment base.

RECOMMENDATION:

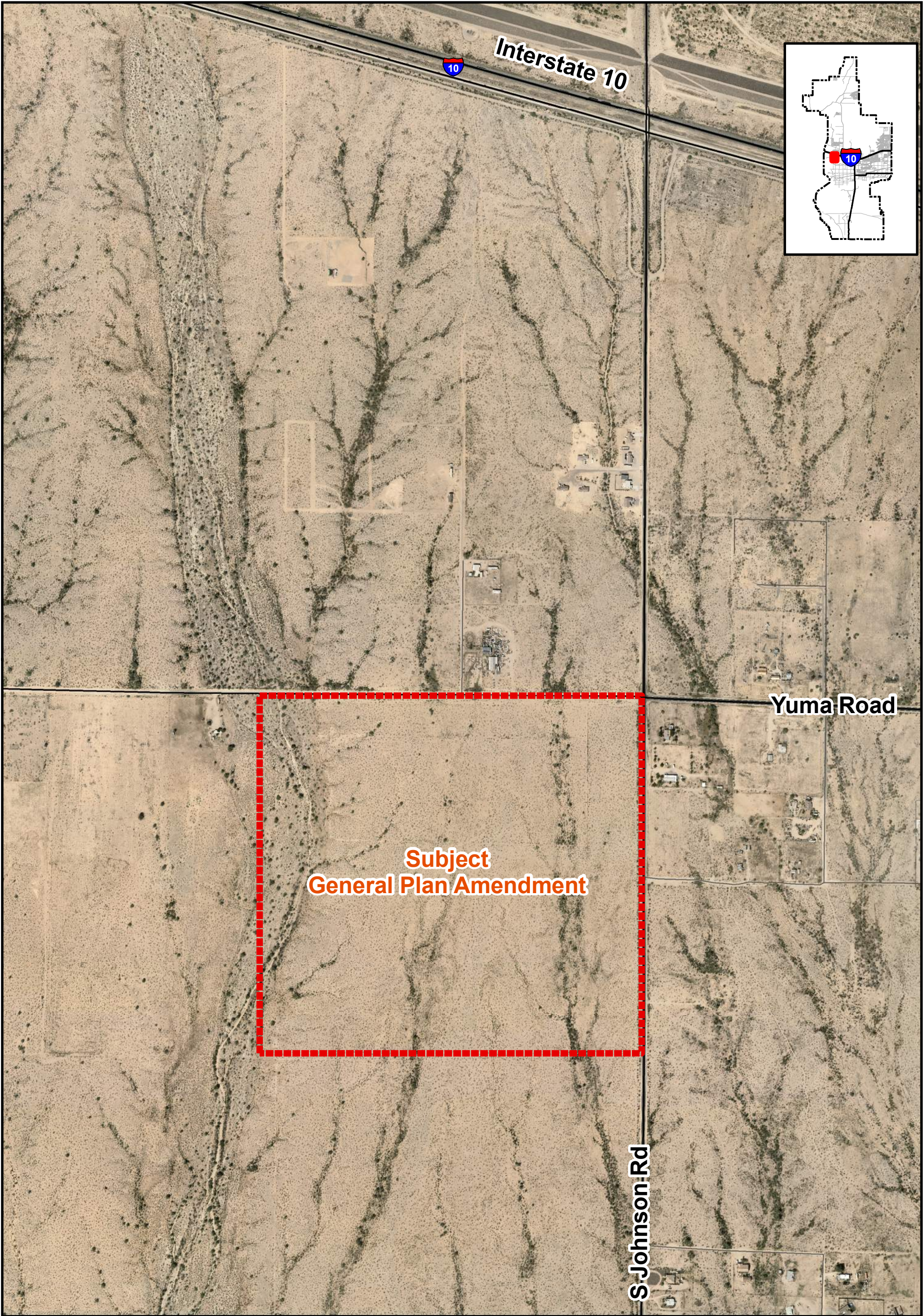
20. Staff recommends the Mayor and City Council conduct a public hearing and approve Resolution 09-24 for a Minor General Plan Amendment for the ODFL Property, Case PLZU-23-00009.

ATTACHMENTS:

- Exhibit A – Vicinity Map
- Exhibit B – Existing General Plan Map
- Exhibit C – Existing Zoning Map
- Exhibit D – General Plan Amendment Narrative
- Exhibit E – Citizen Participation Plan Report
- Exhibit F – Public Comments
- Exhibit G – Resolution

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

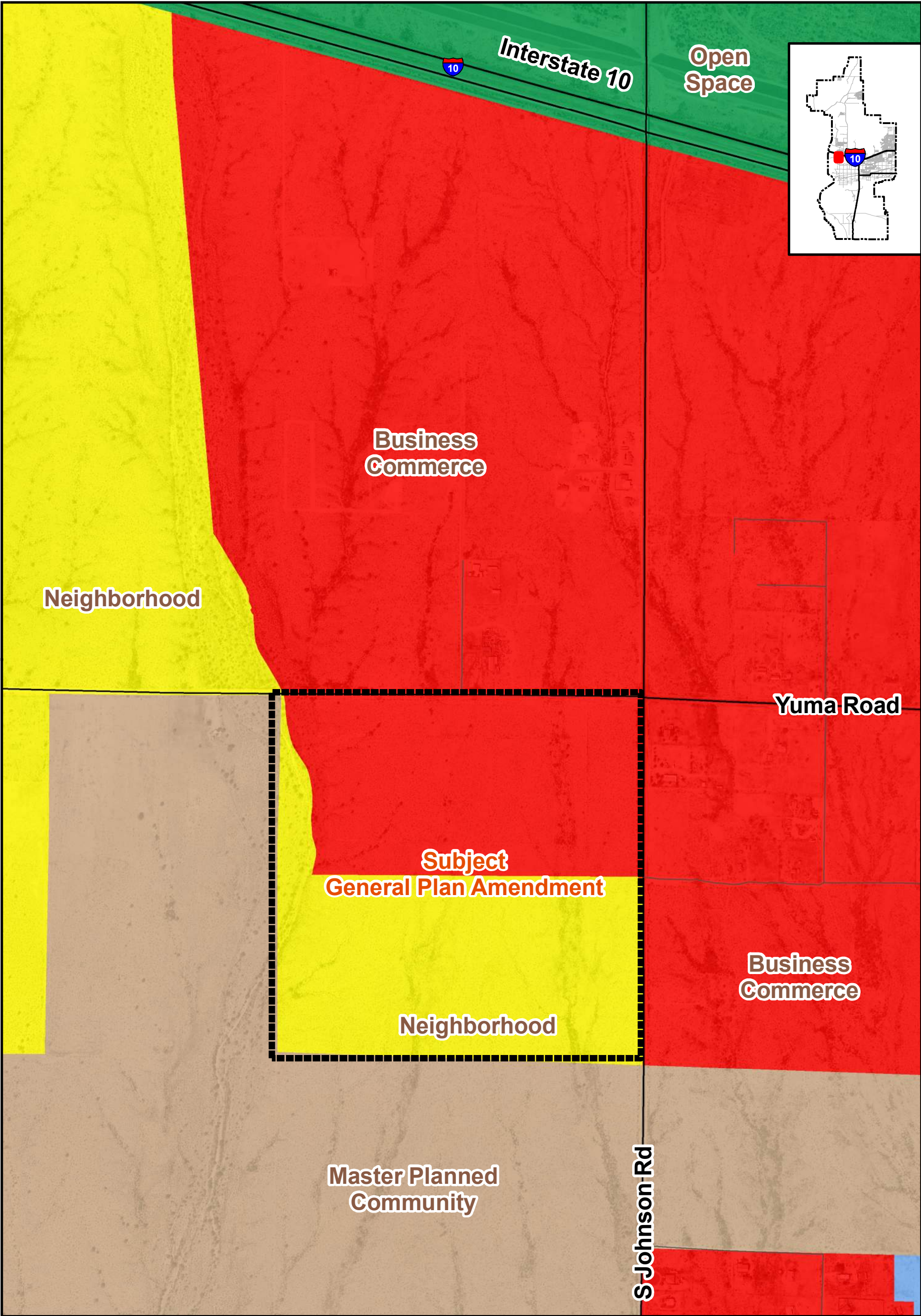


VICINITY MAP

PLZU-23-00009

ODFL General Plan Amendment
City Council District 1

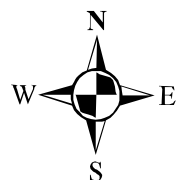


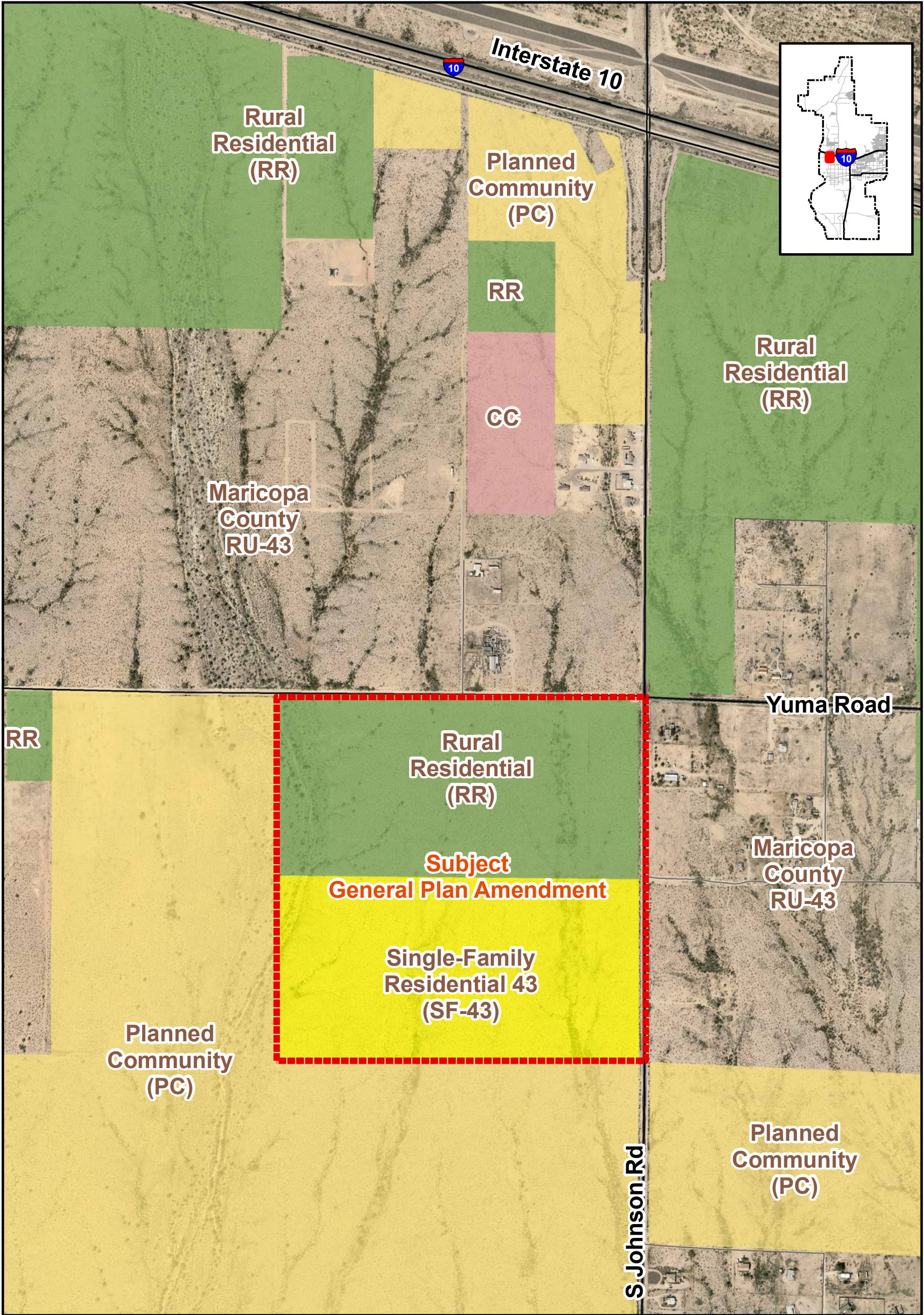


GENERAL PLAN MAP

PLZU-23-00009

ODFL General Plan Amendment
City Council District 1

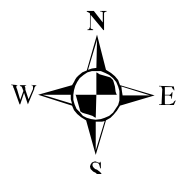




ZONING MAP



PLZU-23-00009
ODFL General Plan Amendment
City Council District 1



January 10, 2024

RE: General Plan Amendment (GPA) Narrative – ODFL Buckeye

This document is intended to address those items outlined in #3 of the GPA submittal content requirements.

In general, the ODFL Buckeye project proposes to amend the general plan from neighborhood and business, to employment. Those areas proposed for the general plan amendment are illustrated in an exhibit attached to the GPA application. The change in use is consistent with the goals and objectives for the area and will be more complimentary to the nearby Airport Activity Center; particularly given the use's ability to support the businesses within the Airport Activity Center as well as the GPA providing for more compatible uses in close proximity to air traffic. Areas surrounding the airport are currently designated as employment and this is a logical transition eliminating an isolated residential designation from close proximity to the airport, while allowing for a mixture of businesses to better serve the planned area.

Specifically, regarding the items outlined in #3 of the GPA Submittal Content:

1. Currently the general plan shows a portion of the parcels as an isolated area for neighborhood designation in close proximity to the airport; which, is not considered a compatible use. Furthermore neighborhood is defined in the GPA as a localized geographic area that has common character such as natural or historic character, or is tied to a common landmark, such as a church, school, or other asset. The geographical location and surrounding area does not possess any such assets or meet the definition of neighborhood. The areas surrounding the Airport Activity Center currently designated for employment are limited and extension of the employment designations to the proposed parcels provides additional area for those compatible uses needed to compliment future uses in the area. It is also a logical transition given the neighboring SR 85 transportation corridor.
2. The amendment is an overall improvement removing an isolated area of neighborhood which is not compatible to the nearby airport and provides the opportunity to locate a business which will support the long term needs of future uses to be located in the area.
3. The amendment:
 - a. Will not change existing land use patterns. In general the area is undeveloped. There are isolated areas of existing single family homes but no established neighborhood. The proposed amendment is in line with future land development and proposed uses identified in the GPA as well as the SR 85 transportation corridor.
 - b. The proposed use does not add any residential uses and will provide jobs, the majority of which are sourced locally, to help with the balance of residential and needed employment.
 - c. The proposed change will only add to employment; no existing employment would be displaced.
 - d. The proposed amendment, and specific project proposed at the location, is extremely low impact to infrastructure in regards to utilities, traffic, and public service needs; and sufficient infrastructure is either already available or will be provided as part of the development.
 - e. Any increases to traffic will be mitigated in accordance with an approved traffic impact analysis and coordination with the City of Buckeye and Maricopa County.
 - f. The majority of land in the area is undeveloped. Improvements associated with the ODFL project also include utilizing berms, walls, and landscaping for the proper screening from public roadways; and, should be an improvement to the existing character of the surrounding area.
 - g. This transition will eliminate the isolated area designated as neighborhood within close proximity to flight operations. The improvements proposed for the property are also set back sufficiently from the roadways and have sufficient buffering to protect any nearby residents.

- h. Environmental studies have been performed and no significant environmental or cultural resources have been identified. The project will fully comply with all local, state, and federal regulations for air and water quality.
4. Currently there are no designated open space, parks, or trails on site that will be displaced. However, any future development will adhere to the requirements of providing a new easement for a public path and a new outdoor gathering area.

In addition to the specific submittal criteria the proposal will advance the Goals and Policies of the General Plan specifically as follows:

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 the Buckeye's targeted economic sectors".* This proposal directly correlates with the Condition Use and Site Plan applications for Old Dominion Freight Line (ODFL) which will directly contribute to the Manufacturing, Logistics, and Distribution Targeted Economic Sectors designed for a diverse economy and strong workforce.

G-7.1 *"The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA."* The proposal is located in an area south of I-10 away from the focused residential development to the north. The expansive site is adjacent to the SR 85 transportation corridor, within close proximity to the Buckeye Airport, and is an area suitable for distribution, logistics, and manufacturing.

G-7.3 *"The City of Buckeye will have an average of one to one jobs per household".* The proposal is being presented in parallel with the site plan application for ODFL. ODFL, as a specific user, will add jobs necessary to support the population growth of the City of Buckeye.

G-9.2 *"The City of Buckeye should continue business attraction efforts that focus on the City's Targeted Economic Sectors".* ODFL is within the Logistics and Distribution Targeted Economic Sector.

G-9.3 *"The City of Buckeye should protect its primary industrial and commercial corridors from conversion to non-employment uses or encroachment by uses that would limit future uses on the site".* The geographical location is adjacent to the SR 85 transportation corridor at a major intersection of Johnson and Yuma Road providing easy access to I-10.

G-11.3 *"The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average".* ODFL is a national less-than-truckload freight company. The development will bring well paying jobs and help strengthen the employment base.

If there are any questions regarding the GPA Amendment Justification, please do not hesitate to contact Kyle M. Hoyt, P.E. at 843-408-3546, or via email at khoyt@hoytberenyi.com.



EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 13, Township 1 North, Range 5 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the brass cap flush found at the Northeast Corner of said Section 13 from which the Maricopa County aluminum cap in hand hole stamped RLS 36563 found at the East Quarter Corner of said Section 13 bears South 00 degrees 00 minutes 18 seconds West a distance of 2,641.58 feet, said line being the East line of said Northeast Quarter, and said line being the basis of bearing of this description;

Thence along the North line of said Northeast Quarter, North 89 degrees 21 minutes 19 seconds West a distance of 110.01 feet to a point on a line parallel with and 110.00 feet distant from said East line, said point being the POINT OF BEGINNING;

Thence along said parallel line, South 00 degrees 00 minutes 18 seconds West a distance 40.00 feet to a point on a line parallel with and 40.00 feet distant from said North line;

Thence along last-mentioned parallel line, South 89 degrees 21 minutes 19 seconds East a distance of 70.00 feet to a point on a line parallel with and 40.00 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 00 minutes 18 seconds East a distance of 2,601.55 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 19 minutes 33 seconds West a distance of 2,618.35 feet to a 5/8-inch rebar found at the Center of said Section 13;

Thence along the West line of said Northeast Quarter, North 00 degrees 16 minutes 57 seconds East a distance of 2,640.09 feet to a brass cap flush stamped RLS 11893 found at the North Quarter Corner of said Section 13;

Thence along said North line of the Northeast Quarter, South 89 degrees 21 minutes 19 seconds East a distance of 2,535.54 feet to the POINT OF BEGINNING.

Containing an area of 6,894,593 square feet or 158.278 acres, more or less.

See attached Exhibit "B"

EXHIBIT "B"

PORTION OF THE NE 1/4,
SECTION 13, T1N, R5W
GILA AND SALT RIVER
BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

FND BCFL/RLS 11893
N 1/4 CORNER
SEC. 13, T1N, R5W

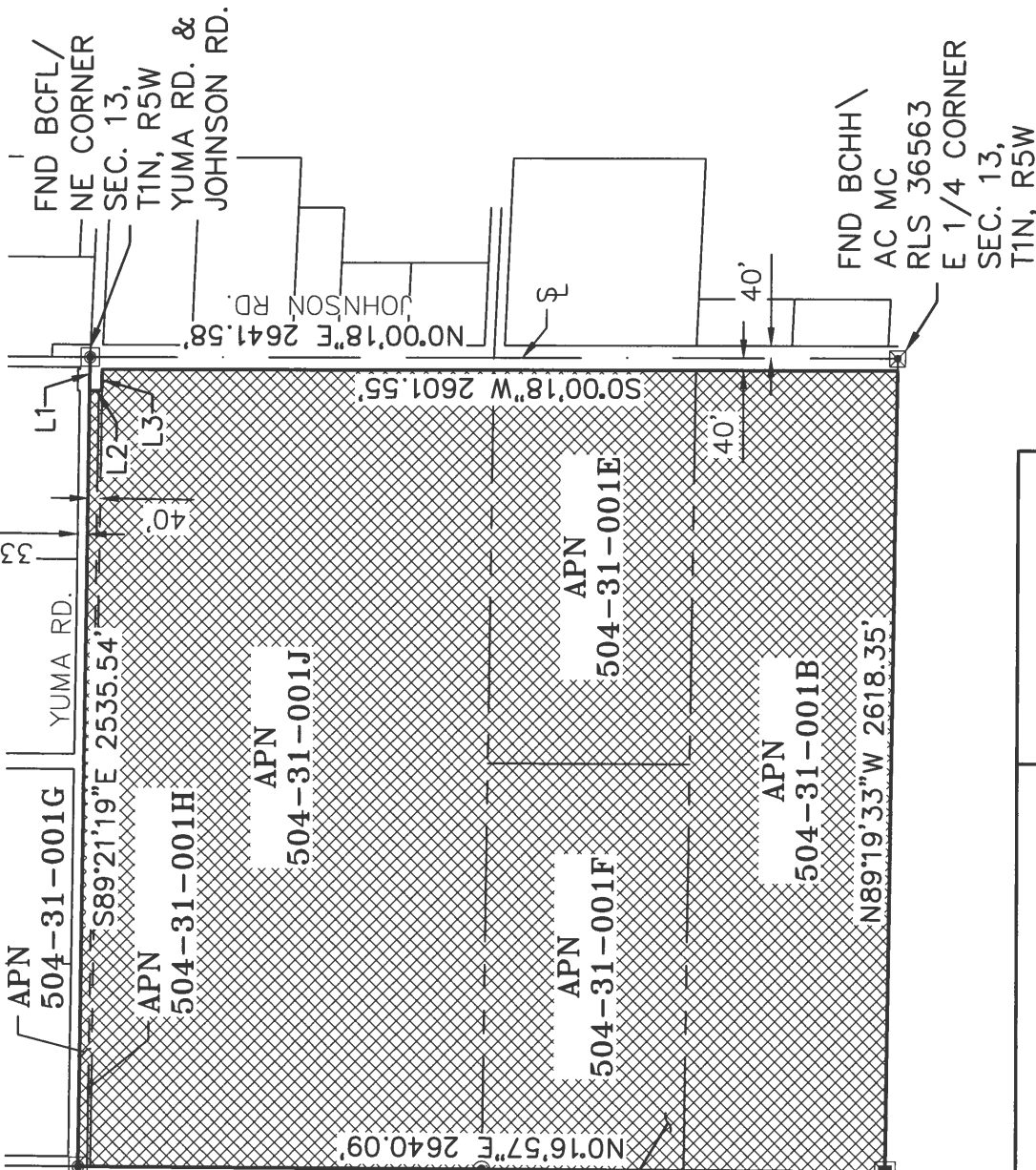
FND 1/2" REBAR
W/ CAP RLS 11893
C-N 1/16 COR.
SEC. 13, T1N, R5W

6,894,593 S.F.
158.278 AC

FND BCFL/
GLO W 1/4 COR.
SEC. 13,
T1N R5W

FND 5/8" REBAR
CENTER SEC. 13,
T1N, R5W

SCALE: N.T.S.



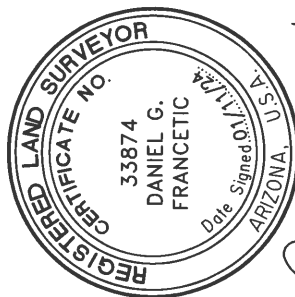
LEGEND



PURCHASE PARCEL

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W



Daniel G. Francetic

CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13, T1N, R5W

EXHIBIT 'B'



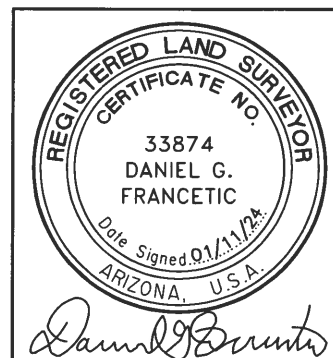
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

DATE: 09/12/23 REV'D:

DRAWN BY: JME/CHK'D: DGF PG:2 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 21' 19"W	110.01'
L2	S0° 00' 18"W	40.00'
L3	S89° 21' 19"E	70.00'



CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13 T.1N, R5W

LINE AND CURVE TABLE

DATE: 09/12/23 | REV'D:

DRAWN BY: JME | CHK'D: DGF | PG: 3 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W

**Entellus™**

3033 N. 44th Street, Suite 250

Phoenix, AZ 85018

Tel 602.244.2566

Fax 602.244.8947

Website: www.Entellus.com

100216 - Closure Report

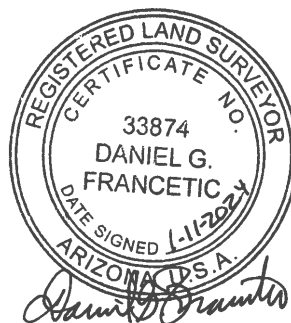
Tue Aug 29 08:03:17 2023

Northing	Easting	Bearing	Distance
86947.889	57233.606	S 00°00'18" W 40.002	
86907.886	57233.603	S 89°21'19" E 70.004	
86907.099	57303.603	S 00°00'18" W 2601.552	
84305.547	57303.378	N 89°19'33" W 2618.348	
84336.355	54685.211	N 00°16'57" E 2640.091	
86976.414	54698.222	S 89°21'19" E 2535.545	
86947.889	57233.606		

Closure Error Distance> 0.00000

Total Distance> 10505.543

Polyline Area: 6894593 sq ft, 158.2781 acres



100216 - Tie Line

Tue Aug 29 08:01:55 2023

Northing	Easting	Bearing	Distance
----------	---------	---------	----------

86946.651	57343.606		
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		N 89°21'19" W	110.007
--	--	---------------	---------

86947.889	57233.606		
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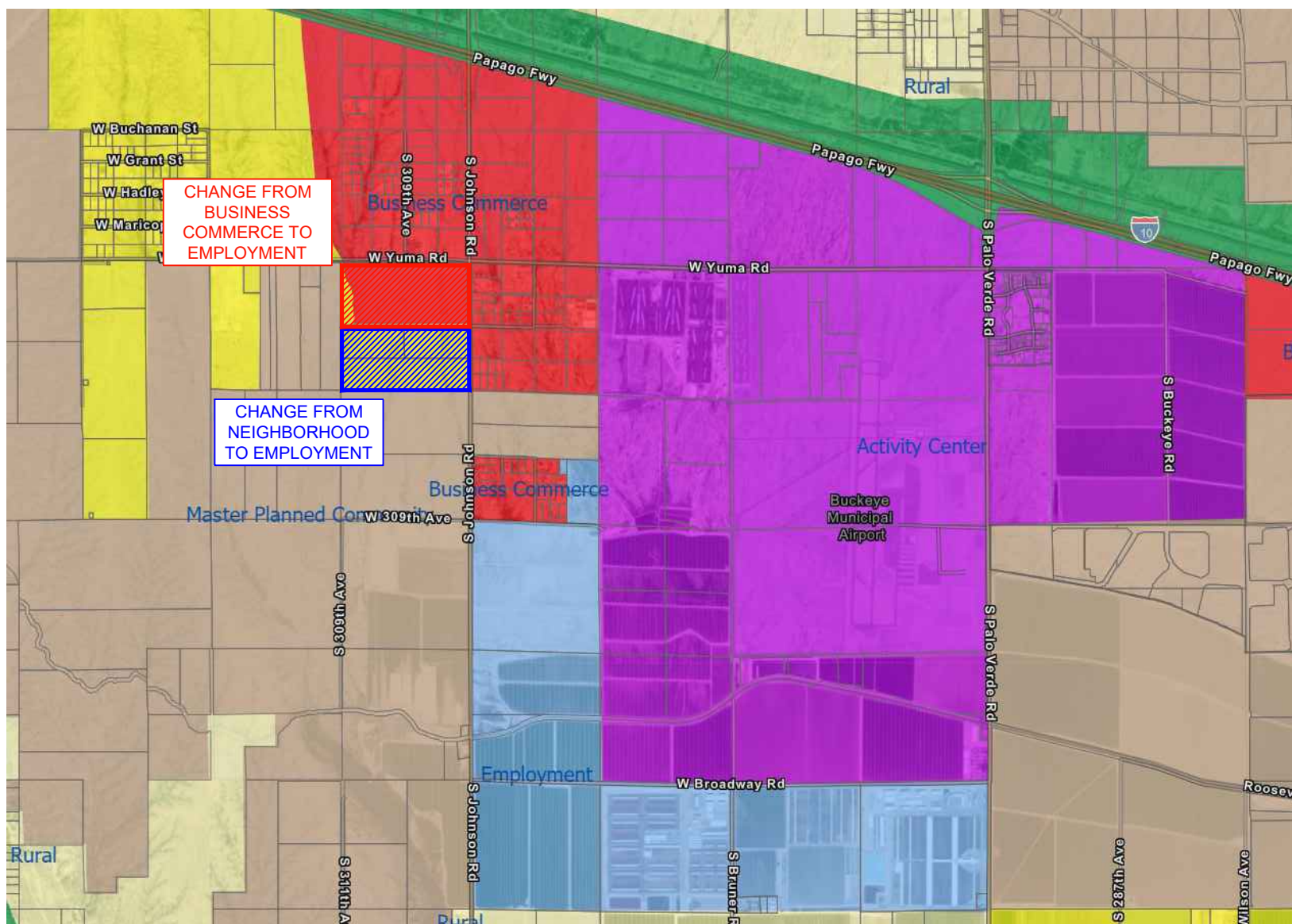
Closure Error Distance> 110.0068 Error Bearing> S 89°21'19" E

Closure Precision> 1 in 1.0 Total Distance> 110.007



General Plan Land Use

- Activity Center
- Agriculture
- Business Commerce
- Employment
- Luke Compatibility Area
- Master Planned Community
- Military
- Neighborhood
- Open Space
- Rural



JOB NUMBER:

22-072

JOB NAME:

ODFL Buckeye

TITLE:

General Plan Amendment Areas

Sheet:

1 of 1

DATE:

1/10/2024

SCALE:

1"=3000'

DRAWN BY:

KMH

CHECKED BY:

KMH

Exhibit F

Public Comments

Old Dominion Freight Lines

General Plan Amendment

PLZU-23-00009

STEWART/SHERPICK FAMILY MINORITY TRUST

88 Kesington Road
Portsmouth, NH 030801

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

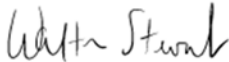
Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

STEWART/SHERPICK FAMILY MINORITY TRUST

Owner: 504-61-023V



Signature

Walter Stewart, Trustee

Printed Name and Title

EMILY ANN/JULIA CARSON/SARAH LOUISE STEWART

88 Kensington Road
Portsmouth, NH 03801

January 31, 2024

Attn: Hobart Wingard, Principal Planner

City of Buckeye

530 E. Monroe Avenue

Buckeye, AZ 85326

RE: Letter of Support – Old Dominion Freight Line (ODFL)

City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZU-23-00013

Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, 504-31-001J

Southwestern Corner of Johnson Road and Yuma Road

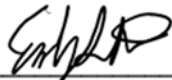
Mr. Wingard:

As vested property owners in the vicinity of Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

Emily Ann/Julia Carson/Sarah Louise Stewart

Owner: 504-61-023U



Emily Ann Stewart, Property Owner



Julia Carson Stewart, Property Owner



Sarah Louise Stewart, Property Owner

BUCKEYE COMMERCE PARK LLC

P.O. Box 531210
Henderson, NV 89069

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

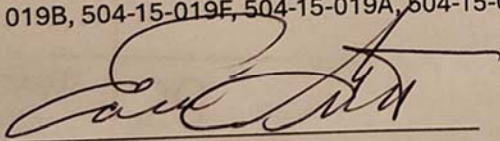
Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

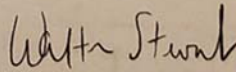
Sincerely,

BUCKEYE COMMERCE PARK LLC

Owner: 504-15-022E, 504-15-021, 504-15-022C, 504-15-022D, 504-15-017C, 504-15-017B, 504-15-015E, 504-15-015G, 504-15-015F, 504-15-016, 504-15-019D, 504-15-019C, 504-15-019E, 504-15-019B, 504-15-019F, 504-15-019A, 504-15-018C, 504-15-030C



Signature, Eddie Gutzman



Signature, Walter Stewart

Its: Managers

GEM IRREVOCABLE TRUST

7849 Rancho Mirage Drive
Las Vegas, NV 89113

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

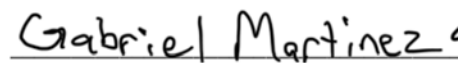
Sincerely,

GEM IRREVOCABLE TRUST

Owner: 504-61-023X, 504-61-023W, 504-61-038, 504-61-039

A handwritten signature in black ink that reads "Gabriel Martinez". The signature is fluid and cursive, with a large loop at the end of the last name.

Signature

The name "Gabriel Martinez" printed in a black, sans-serif font. The text is underlined.

Printed Name and Title

JOHN E/MARIE D FOLTZ

9830 N 79th Place
Scottsdale, AZ 85258

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

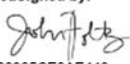
Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

JOHN E/MARIE D FOLTZ

Owner: 504-30-007G, 504-30-007K, 504-30-007L, 504-30-007M

DocuSigned by:

7166365CE9AE443

Signature

John Foltz

Printed Name and Title

2/1/2024 | 05:01:38 PST

January 29, 2024

**RE: Citizen Participation Plan Summary – ODFL Buckeye – Rezone and Minor General Plan Amendment
City Project #'s PLZZ-23-00013 and PLZU-23-00009
City Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J**

This document is being provided to summarize the public participation required under the ODFL Buckeye Project; which, proposes to rezone (6) six parcels to I-1 along with a minor general plan amendment from neighborhood and business to employment. A summary of the primary public participation components is as follows:

NEIGHBORHOOD MEETING – A neighborhood meeting was held on November 15th, 2023 at 6:30 PM at the Buckeye Public Library, Coyote Branch. Written notification was sent via first class mail (15) fifteen days prior to the property owners within 500'. Kyle M. Hoyt, P.E. and Matt Nowell, Director of Real Estate for ODFL, presented the proposed project and all major review components including site plan, conditional use, rezoning, and general plan amendment. (2) Two neighbors attended the neighborhood meeting along with (2) two Wrublik Children (property owners) and Bart Wingard with the City of Buckeye. The (2) two neighbors present were understandably not excited to see the proposed change to the property currently being used for agricultural purposes; but were accepting of the reasons behind the location of the proposed ODFL facility and logical components supporting the request. Kyle M. Hoyt, P.E. provided direct contact information to the neighbors for any continued questions or information needed throughout the process. Email notification, in addition to mail notification, regarding the February 13th Planning and Zoning Commission has also been provided to the neighbors present at the neighborhood meeting.

PLANNING AND ZONING COMMISSION MAILING NOTIFICATION - Mailing notification was made, via first class mail, (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting. Notice was sent to neighboring property owners within 500'.

PLANNING AND ZONING COMMISSION PUBLISHED NOTICE – Published notice was provided in the Arizona Republic on January 29th, 2024 (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting.

PLANNING AND ZONING COMMISSION POSTED NOTICE – (3) Three signs were installed along the property boundaries on January 29th, 2024 (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting.

The following exhibits are also being provided to document the public participation plan:

1. Exhibit A – Neighborhood Meeting
 - a. Affidavit of Mailing
 - b. Property Owner Map and List
 - c. Notification Letter
 - d. Landscape Graphic
 - e. Rezoning Exhibit

2. Exhibit B – Mailing Notification
 - a. Affidavit of Mailing
 - b. Property Owner Map and List
 - c. Notification letter
 - d. Rezoning Exhibit
 - e. GPA Exhibit
3. Exhibit C – Published Notice
 - a. Affidavit of Publication
4. Exhibit D – Posted Notice
 - a. Affidavit of Sign Posting
 - b. Sign Pictures

If there are any questions regarding the Citizen Participation Plan, please do not hesitate to contact Kyle M. Hoyt, P.E. at 843-408-3546, or via email at khoyt@hoytberenyi.com.



Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009

Project Name: ODFL Buckeye

Applicant Name: Kyle M. Hoyt

Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

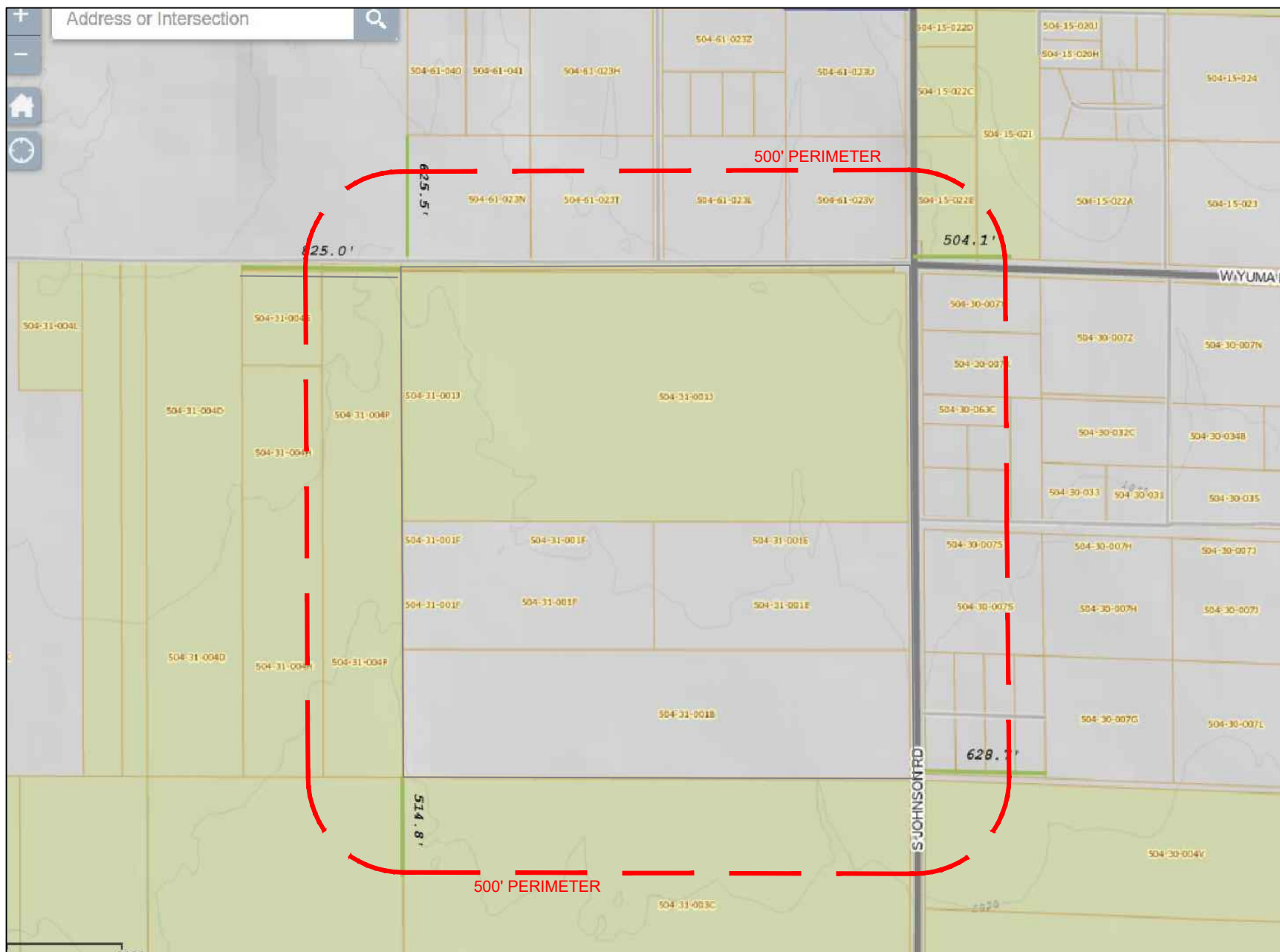
SUBSCRIBED AND SWORN before me this 30th day of October, 2023, by:

Natalie Green
Notary Public

My Commission Expires:

07-11-2033





	Parcel Number	Owner	Mailing Address	Secondary Address
1	S04-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	S04-15-021	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
3	S04-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
4	S04-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
5	S04-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
6	S04-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
7	S04-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
8	S04-30-063F	BURTCHETT TRAVIS/REGINA	1439 S 306TH LN BUCKEYE AZ USA 85326	
9	S04-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
10	S04-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
11	S04-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	9102 W MISSOURI AVE GLENDALE AZ 85305
12	S04-30-064A	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
13	S04-30-064B	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
14	S04-30-064C	OSBORN LOGAN T/STACY E	30624 W HOPI ST BUCKEYE AZ USA 85326	
15	S04-30-064D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
16	S04-30-06SA	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
17	S04-30-06SB	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
18	S04-30-06SC	YEA CLAUDIA G/LOPEZ AUDON	30627 W HOPI ST BUCKEYE AZ USA 85326	
19	S04-30-065D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	
20	S04-30-004V	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
21	S04-31-003C	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
22	S04-31-002B	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
23	S04-31-004H	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
24	S04-31-004P	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
25	S04-31-004S	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
26	S04-61-023N	LARA NORLEEN F	725S E BROADWAY RD APT 238 MESA AZ USA 85208	
27	S04-61-023T	SINGH JATINDER	309 YUMA BUCKEYE AZ USA 85326	
28	S04-61-023L	GARY W LINDE LIVING TRUST	30832 W YUMA RD BUCKEYE AZ USA 85326	
29	S04-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	



PO Box 1470 Ladson, SC 29551-1470 (803) 351-1100 | www.HoytBerenyi.com

JOB NUMBER:

22-072

JOB NAME:

ODFL Buckeye

TITLE:

Adjacent Parcels - 500 FT

Sheet:

2 of 2

DATE:

10/06/23

SCALE:

As Shown

DRAWN BY:

KMH

CHECKED BY:

KMH

October 30, 2023

**RE: Neighborhood Meeting - ODFL Buckeye – Conditional Use and Rezoning
City Project #PLZU-23-00008 and PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H,
and 504-31-001J**

To Our Neighbors:

We invite you to attend a neighborhood meeting to discuss the proposed conditional use and rezoning requests for the Old Dominion Freight Line (ODFL) Buckeye project. The details of the meeting are as follows:

NEIGHBORHOOD MEETING

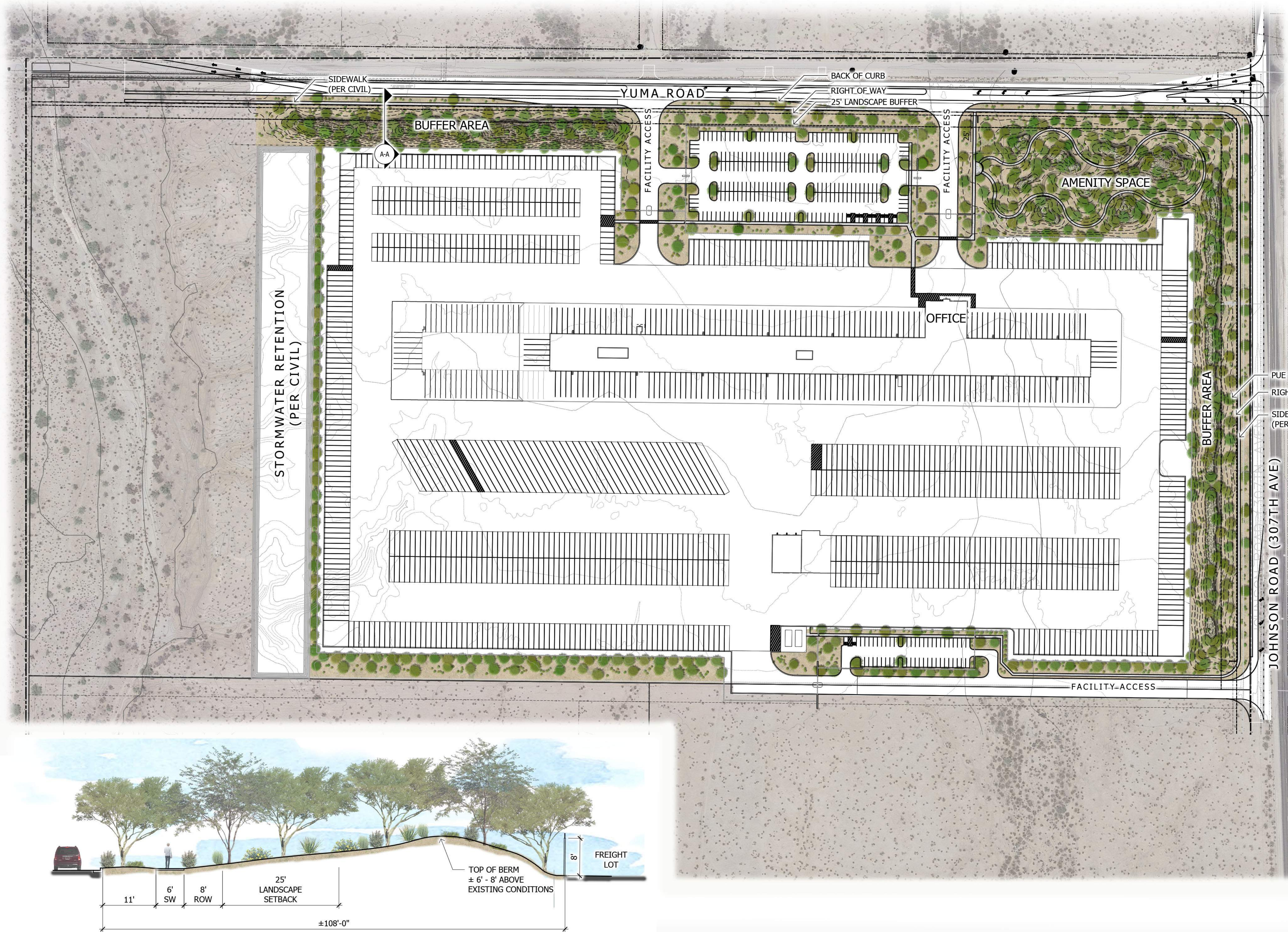
DATE:	Wednesday, November 15 th , 2023
TIME:	6:30 PM
LOCATION:	Buckeye Public Library – Coyote Branch 21699 W. Yuma Road, Suite 116 Buckeye, AZ 85326
APPLICANT/CONTACT PERSON:	Attn: Kyle M. Hoyt, P.E. Hoyt + Berenyi, LLC. 346 Seacoast Parkway, Suite 200 Mount Pleasant, SC 29464 (843) 408-3546 khoyt@hoytberenyi.com

In order to help illustrate the proposed requests we have included a rezoning exhibit, site plan, and landscape plan graphic.

Portions of the overall acreage are currently zoned Rural Residential in the City of Buckeye. The remaining acreage is zoned RU-43 in Maricopa County. The County parcels will be annexed into the City, and all parcels are proposed to be rezoned to Light Industrial, I-1. Motor Freight Terminal is identified as a conditional use within the I-1 district.

We look forward to discussing the project in further detail including the employment opportunities that will help strengthen the economic base.

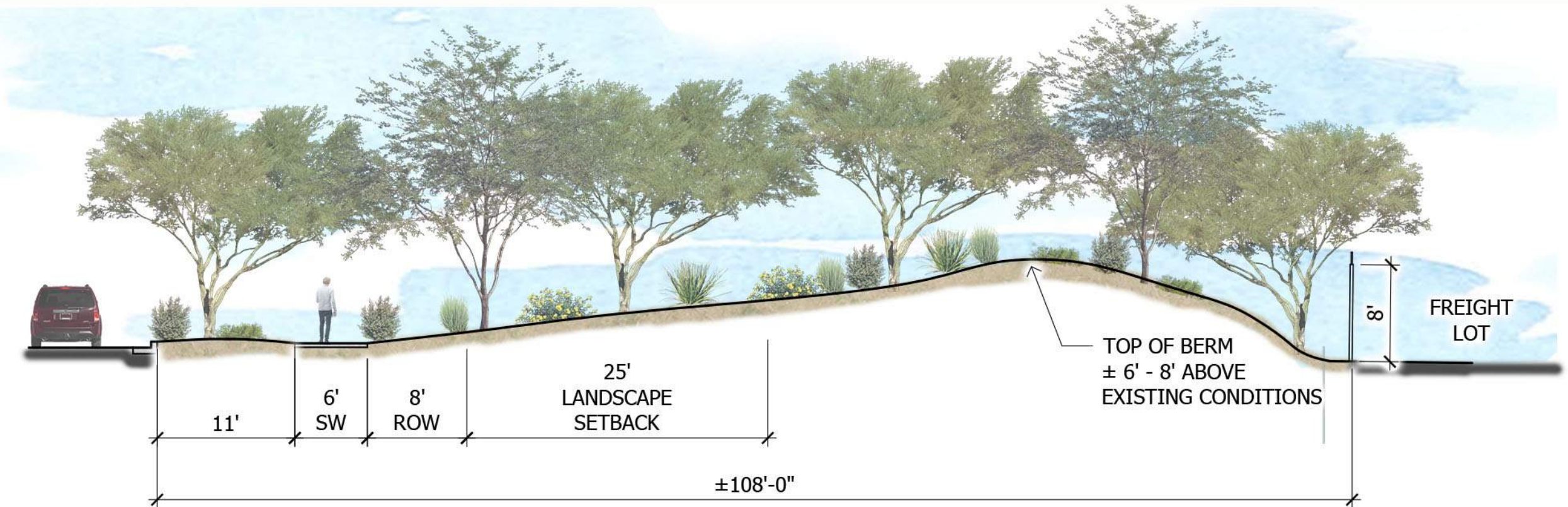
If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. If you are unable to attend or require additional information, you may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.



LANDSCAPE SITE DATA		
Site Area	3,513,337 sf	80.65 acres
10% Open Space Required	351,334 sf	
Landscape Areas		Required
Perimeter Landscape: (3,237 Linear Feet @ Required 25' Setback)		80,925 sf
Site Amenity Area Requirement (2% of Site Area)		70,267 sf
Open Space Area		200,142 sf
Total Landscape Open Space		351,334 sf
Landscape Planting Requirements		Required
Tree Requirement (1 Tree per 600 sq. ft.)		451
Plant Requirement (5 plants per 600 sq. ft.)		2,253
Perimeter Landscape Planting Requirements		Required
Tree Requirement (1 Tree per 30 in. ft.)		108
Plant Requirement (5 plants per 30 in. ft.)		540
Parking Island Landscape Requirements		Required
Tree Requirement (1 Tree per Island)		8
Plant Requirement (3 Plants per Island)		24
Total Trees		567
Total Plants		2,817
Tree Box Size Requirements		Required
60% - 24" Box or Larger		340
35% - 36" Box or Larger		198
5% - 48" Box or Larger		28

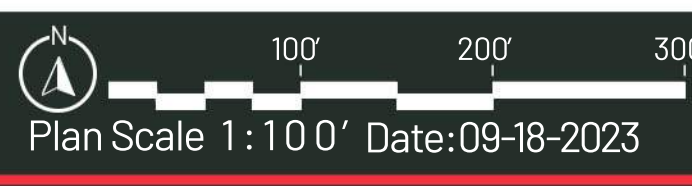
Plant Materials Legend

Tree	Box	Qty
Caesalpinia cactalaco	24"	29
Cascalote		
Chilopsis linearis	24"	101
Desert Willow		
Ebenopsis ebano	36"	144
Texas Ebony		
Olneya tesota	24"	47
Desert Ironwood		
Parkinsonia floridum	48"	28
Blue Palo Verde		
Parkinsonia floridum	24"	34
Blue Palo Verde		
Parkinsonia microphylla	24"	38
Foothills Palo Verde		
Prosopis hybrid	24"	78
Thornless Mesquite		
Prosopis velutina	36"	56
Velvet Mesquite		
Quercus virginiana	24"	12
Southern Live Oak		
Extra Large Shrubs		Size Qty
Eucoma Stans	5 gal.	186
Yellow Bells		
Vauquelinia californica	5 gal.	88
Arizona Rosewood		
Large Shrubs		Size Qty
Calliandra californica	5 gal.	318
Red Fairy Duster		
Larrea tridentata	5 gal.	274
Creosote		
Leucophyllum langmaniae 'Lynn's Legacy'	5 gal.	328
Lynn's Legacy Sage		
Viguiera deltoidea	5 gal.	272
Goldeneye		
Medium Shrubs		Size Qty
Encelia farinosa	5 gal.	196
Brittlebush		
Eremophila hygrophana Blue Bells	5 gal.	278
Blue Bells		
Groundcovers		Size Qty
Verbena gooddingii	1 gal.	758
Gooding Verbena		
Cacti/ Accents		Size Qty
Asclepias subulata	5 gal.	39
Desert Milkweed		
Dasylium wheeleri	5 gal.	31
Desert Spoon		
Yucca pallida	5 gal.	49
Pale Leaf Yucca		
No Symbol	Decomposed Granite	
Symbol	Stabilized Decomposed Granite	



A-A YUMA ROAD LANDSCAPE SECTION
SCALE: 1:10

OLD DOMINION FREIGHT LINES - BUCKEYE
Preliminary Site Plan



ABLASTUDIO.COM

PARKING TABULATION:

REQUIRED - 1 SPACE/1,500 SF GFA
X 155,550 SF (INCLUDES FUTURE)
 104 SPACES REQUIRED

PROVIDED - 282 TOTAL SPACES
 (15 SPACES, 5% MUST BE RESERVED
 FOR ELECTRIC VEHICLES)

SITE INFORMATION

PROPOSED ZONING:

SITE AREAS:	ODFL = ±3,146,759 SF (72.24 AC.)
	RESIDUAL SITE AREA = ±3,412,758 SF (78.35 AC.)
REQUIRED SETBACKS:	FRONT - 40' ALONG AERTERIALS SIDE - 20' (ASSUMES FUTURE INDUSTRIAL ADJACENT) REAR - 20' (ASSUMES FUTURE INDUSTRIAL ADJACENT)
EXISTING LAND USE:	UNDEVELOPED
PROPOSED LAND USE:	ODFL FREIGHT TERMINAL AND FUTURE INDUSTRIAL
PROPOSED INTENSITY:	AT THIS TIME 2 BUILDINGS ON ONE LOT
DRIVEWAYS:	SEE PLAN
PARKING:	SEE TABULATION AND PLAN
FIRE LANES AND HYDRANTS:	SEE PLAN
PHASING PLANS:	SINGLE CONSTRUCTION PHASE

GENERAL NOTES

1. SIGN REGULATIONS, PARKING REGULATIONS, AND ADDITIONAL REQUIREMENT SHALL CONFORM TO THE CITY OF BUCKEYE DEVELOPMENT CODE.
2. ALL COMMERCIAL AND INDUSTRIAL SITE PLANS SHALL COMPLY WITH THE COMMERCIAL & INDUSTRIAL DESIGN STANDARDS AND GUIDELINES IN THE CITY OF BUCKEYE DEVELOPMENT CODE.

VICINITY MAP

PLAN NAME	ODFL BUCKEYE
-----------	--------------

OVERALL SITE PLAN

ENGINEER INFORMATION



P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

COB PERMITTING
APPROVED SEAL

COB ENGINEERING
APPROVED SEAL

AS-BUILT SEAL

DESIGN SEAL



ORIGINAL PLAN DATE

09/08/2023

PROJECT NUMBER

LATEST REVISION DATE

—

SHEET NUMBER

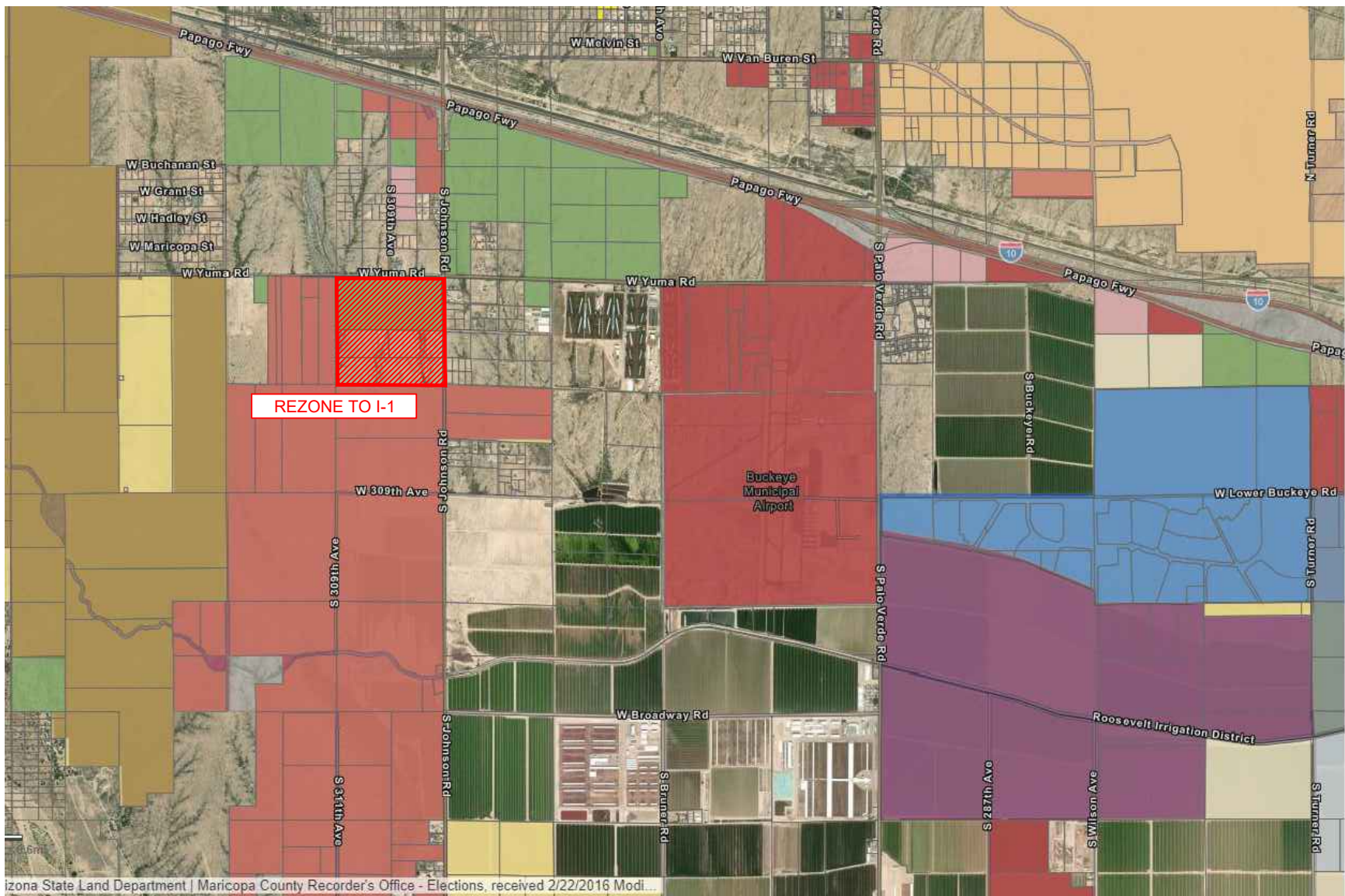
Of 1

COB PLAN TRACKING #

100

Page 6 of 6

EXHIBIT A



Arizona State Land Department | Maricopa County Recorder's Office - Elections, received 2/22/2016 Mod...



P.O. Box 1470 Ladson, SC 29111-1470 | www.HoytBerenyi.com

EXHIBIT A

JOB NUMBER:
22-072

DATE:
09/19/2023

JOB NAME:
ODFL Buckeye

SCALE:
As Shown

TITLE:
Rezoning Exhibit

DRAWN BY:
KMH

CHECKED BY:
KMH

Sheet:

1 of 1

Page 7 of 7



Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009
Project Name: ODFL Buckeye
Applicant Name: Kyle M. Hoyt
Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 24th day of January, 2024, by:

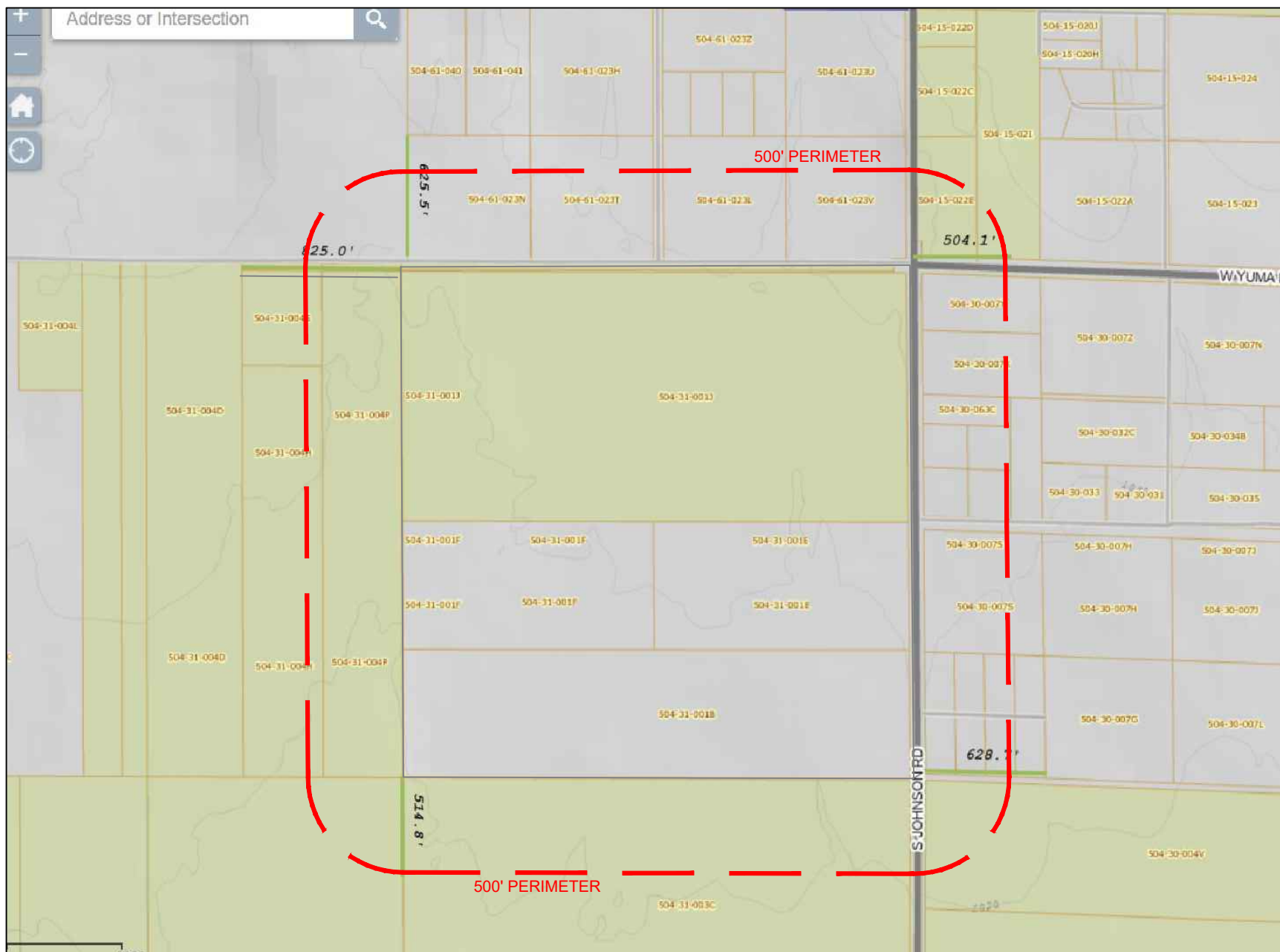
Jakob G. Bereny Jakob G. Bereny

Notary Public

My Commission Expires:

05/04/2028





	Parcel Number	Owner	Mailing Address	Secondary Address
1	S04-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	S04-15-021	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
3	S04-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
4	S04-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
5	S04-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
6	S04-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
7	S04-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
8	S04-30-063F	BURTCHETT TRAVIS/REGINA	1439 S 306TH LN BUCKEYE AZ USA 85326	
9	S04-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
10	S04-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
11	S04-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	
12	S04-30-064A	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
13	S04-30-064B	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
14	S04-30-064C	OSBORN LOGAN T/STACY E	30624 W HOPI ST BUCKEYE AZ USA 85326	
15	S04-30-064D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
16	S04-30-06SA	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
17	S04-30-06SB	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
18	S04-30-06SC	YEA CLAUDIA G/LOPEZ AUDON	30627 W HOPI ST BUCKEYE AZ USA 85326	
19	S04-30-065D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
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23	S04-31-004H	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
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28	S04-61-023L	GARY W LINDE LIVING TRUST	30832 W YUMA RD BUCKEYE AZ USA 85326	
29	S04-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	

January 26, 2024

RE: ODFL Buckeye – Rezoning and General Plan Amendment Request
City Project #PLZU-23-00009 and #PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

To Our Neighbors:

We would like to inform you that Hoyt + Berenyi, LLC. has applied to rezone (6) six parcels from RR-1 to I-1, and amend the general plan from neighborhood and business to employment; Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J. These parcels are located on the western side of Johnson Road extending approximately 2,600 ft south of the intersection of Yuma Road. An exhibit for both the rezoning and general plan amendment are attached to better illustrate the subject parcels and associated requests. The City of Buckeye Planning and Zoning Commission will be holding a public hearing to consider this request at the February 13th meeting. Details of this meeting are as follows:

City of Buckeye Planning and Zoning Commission

Date: February 13th, 2024

Time: 6:00 PM

Where: City Council Chambers
530 E Monroe Avenue
Buckeye, AZ

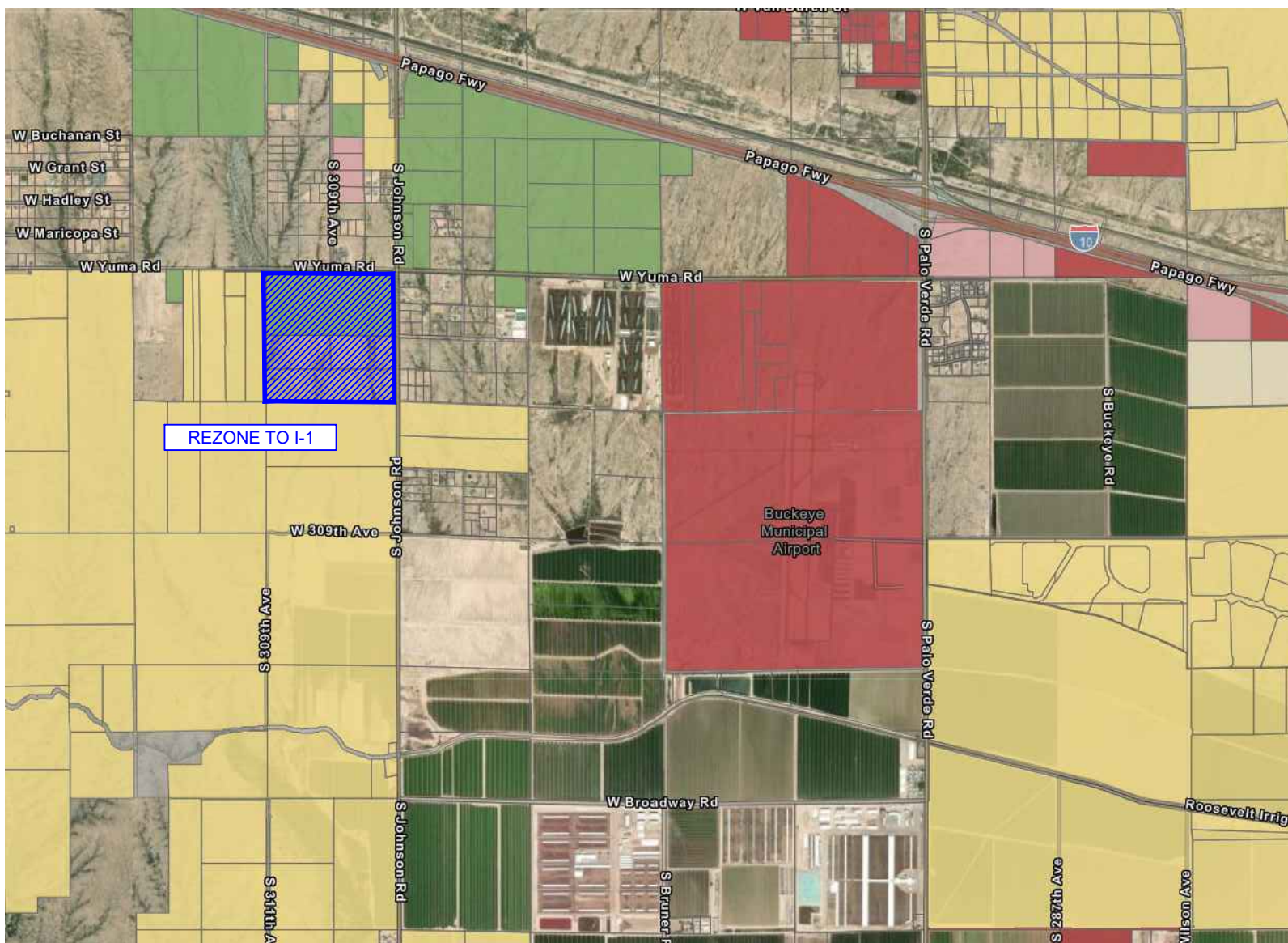
Case #: PLZU-23-00009 and PLZZ-23-00013

Applicant/Contact Person: Attn: Kyle M. Hoyt, P.E.
Hoyt + Berenyi, LLC.
346 Seacoast Parkway, Suite 200
Mount Pleasant, SC 29464
(843) 408-3546
khoyt@hoytberenyi.com

If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. You may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.

Zoning

- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
- Neighborhood Mixed Use (NMU)
- Downtown Commercial, DC
- Community Commercial (C-2)
- Regional Commercial (C-3)
- Business Park (BP)
- Light Industrial (I-1)
- Heavy Industrial (I-2)
- Rural Residential (RR)
- Planned Residential (PR)
- Mixed Residential (MR)
- Planned Community (PC)
- Commercial Center (CC)
- General Commerce (GC)
- Special Use (SU)



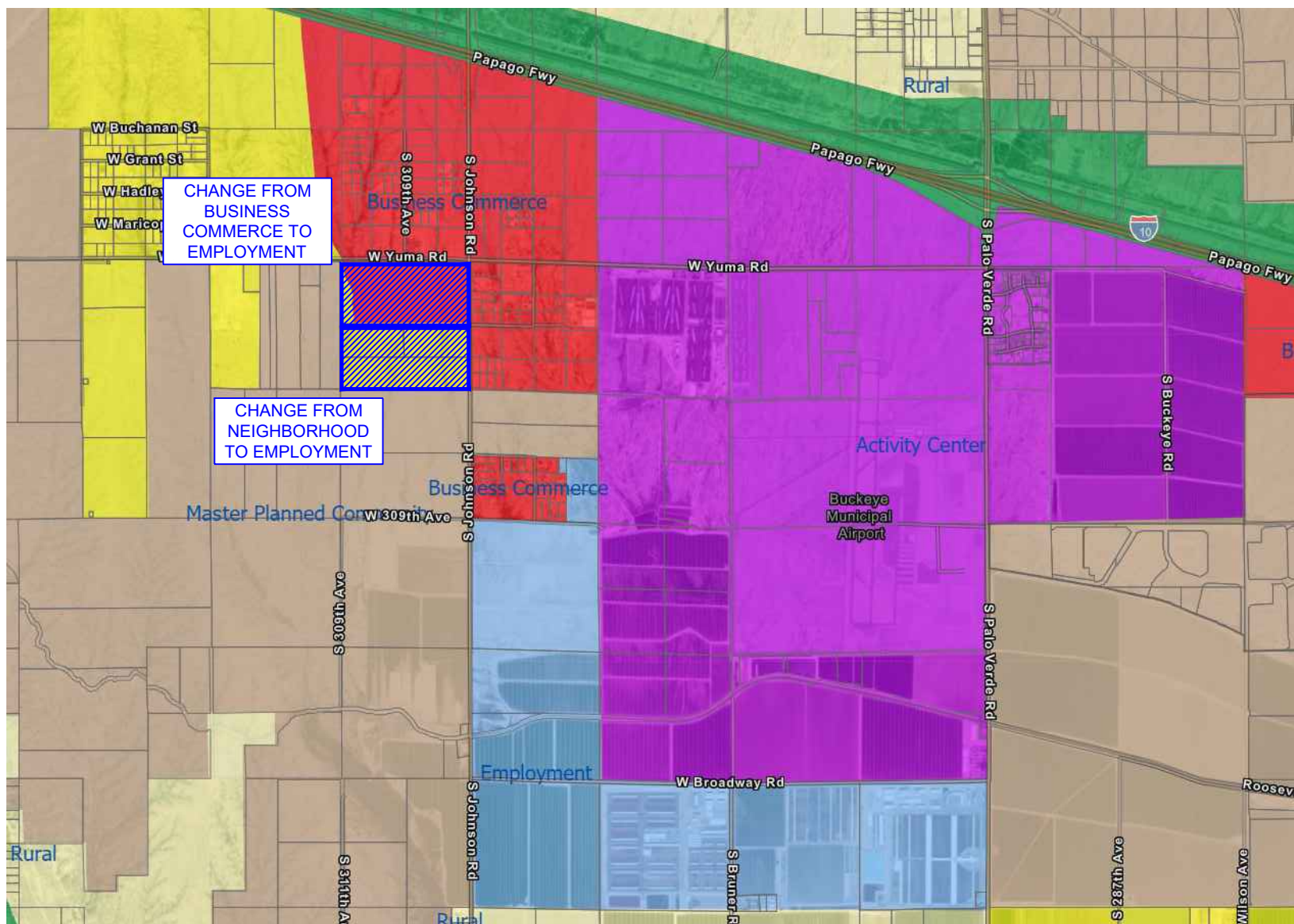
P.O. Box 1470 Ladson, SC 29516-1470 (803) 288-3546 | www.HoytBerenyi.com

EXHIBIT B

JOB NUMBER: 22-072	JOB NAME: ODFL Buckeye	TITLE: Rezoning Exhibit		Sheet: 1 of 1
DATE: 11/15/2023	SCALE: As Shown	DRAWN BY: KMH	CHECKED BY: KMH	

General Plan Land Use

- Activity Center
- Agriculture
- Business Commerce
- Employment
- Luke Compatibility Area
- Master Planned Community
- Military
- Neighborhood
- Open Space
- Rural



THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

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PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HOYT & BERENYI
346 SEACOAST PKWY # 200
MOUNT PLEASANT, SC 29464-8383

This is not an invoice

Order # 0005876573 # of Affidavits 1

P.O # ODFL Buckeye

Issues Dated:

01/29/24

STATE OF WISCONSIN } **SS.**
COUNTY OF BROWN

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.



Sworn to before me this

29 TH day of
JANUARY 2024



Notary Public

My Commission expires: 9/9/25

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, February 13, 2024 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. PLZA-23-00013 and PLZU-23-00009: Request by Hoyt + Berenyi, LLC, for the approval of a rezoning from RR-1 to I-1, and minor general plan amendment from neighborhood and business to employment, for (6) six parcels, Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J located at the western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600', being in the NE 1/4 of Section 13 T1N R5W.
For additional information, please contact the Development Services Department at (623) 349-6211
Pub: Jan. 29, 2024

VICKY FELTY
Notary Public
State of Wisconsin

Affidavit of Sign Posting

Case Number: PLZZ-23-00013 and PLZU-23-00009

Project Name: ODFL Buckeye

Applicant Name: Kyle M. Hoyt

Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

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 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 ten (10) days after the 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) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 29 day of January, 2024,
by:

Notary Public

My Commission Expires:

05/04/2028





MONDAY, JANUARY 29, 2024

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: February 13, 2024 at 6:00 PM
LOCATION OF HEARINGS:
City Council Chambers
530 E Monroe Ave at 6:00 PM
REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT
PROPOSAL: PROPOSED REZONING FROM RR-1 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J
GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.
SIZE: 158.28 ACRES
CASE #: PLZM-23-00009 AND PLZZ-23-00013
APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546
Development Services Department: 623-349-6211
Posting Date: JANUARY 29, 2024

MONDAY, JANUARY 29, 2024

City of Buckeye
PUBLIC HEARING
 Planning and Zoning Commission: February 13, 2024 at 6:00 PM
LOCATION OF HEARINGS:
 City Council Chambers
 530 E Monroe Ave at 6:00 PM
REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT
PROPOSAL: PROPOSED REZONING FROM RR-1 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-0010, 504-31-0011, 504-31-0012, 504-31-0013, 504-31-0014, AND 504-31-0015
GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD. EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.
SIZE: 158.28 ACRES
CASE #: PLZM-23-00009 AND PLZZ-23-00013
APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546
 Development Services Department: 623-349-6211
 Posting Date: JANUARY 29, 2024



MONDAY, JANUARY 29, 2024

ODFL GPA and Rezone
March 5, 2024 City Council Meeting
Notifications

PLZU-23-00009 and PLZZ-23-00013

Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009
Project Name: ODFL Buckeye
Applicant Name: Kyle M. Hoyt
Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____



SUBSCRIBED AND SWORN before me this 19 day of February, 2024, by:



 Notary Public

My Commission Expires:

05/04/2028



February 16, 2024

RE: ODFL Buckeye – Rezoning and General Plan Amendment Request
City Project #PLZU-23-00009 and #PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

To Our Neighbors:

We would like to inform you that Hoyt + Berenyi, LLC. has applied to rezone (6) six parcels from RR-1/SF-43 to I-1, and amend the general plan from neighborhood and business to employment; Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J. These parcels are located on the western side of Johnson Road extending approximately 2,600 ft south of the intersection of Yuma Road. An exhibit for both the rezoning and general plan amendment are attached to better illustrate the subject parcels and associated requests. The City of Buckeye City Council will be holding a public hearing to consider this request at the March 5th meeting. Details of this meeting are as follows:

City of Buckeye Planning and Zoning Commission

Date: March 5th, 2024

Time: 6:00 PM

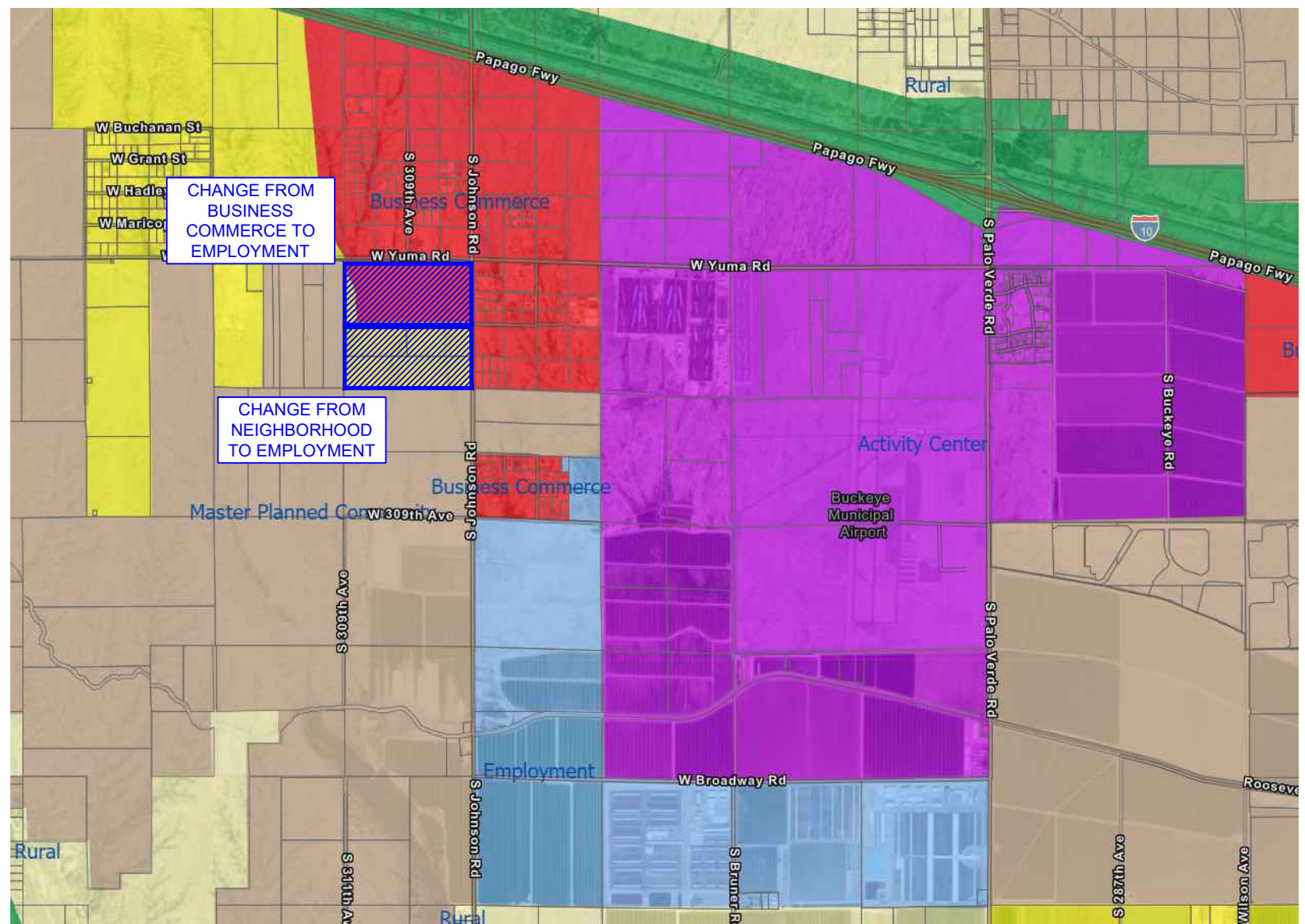
Where: City Council Chambers
530 E Monroe Avenue
Buckeye, AZ

Case #: PLZU-23-00009 and PLZZ-23-00013

Applicant/Contact Person: Attn: Kyle M. Hoyt, P.E.
Hoyt + Berenyi, LLC.
346 Seacoast Parkway, Suite 200
Mount Pleasant, SC 29464
(843) 408-3546
khoyt@hoytberenyi.com

If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. You may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.

- General Plan Land Use**
- Activity Center
 - Agriculture
 - Business Commerce
 - Employment
 - Luke Compatibility Area
 - Master Planned Community
 - Military
 - Neighborhood
 - Open Space
 - Rural

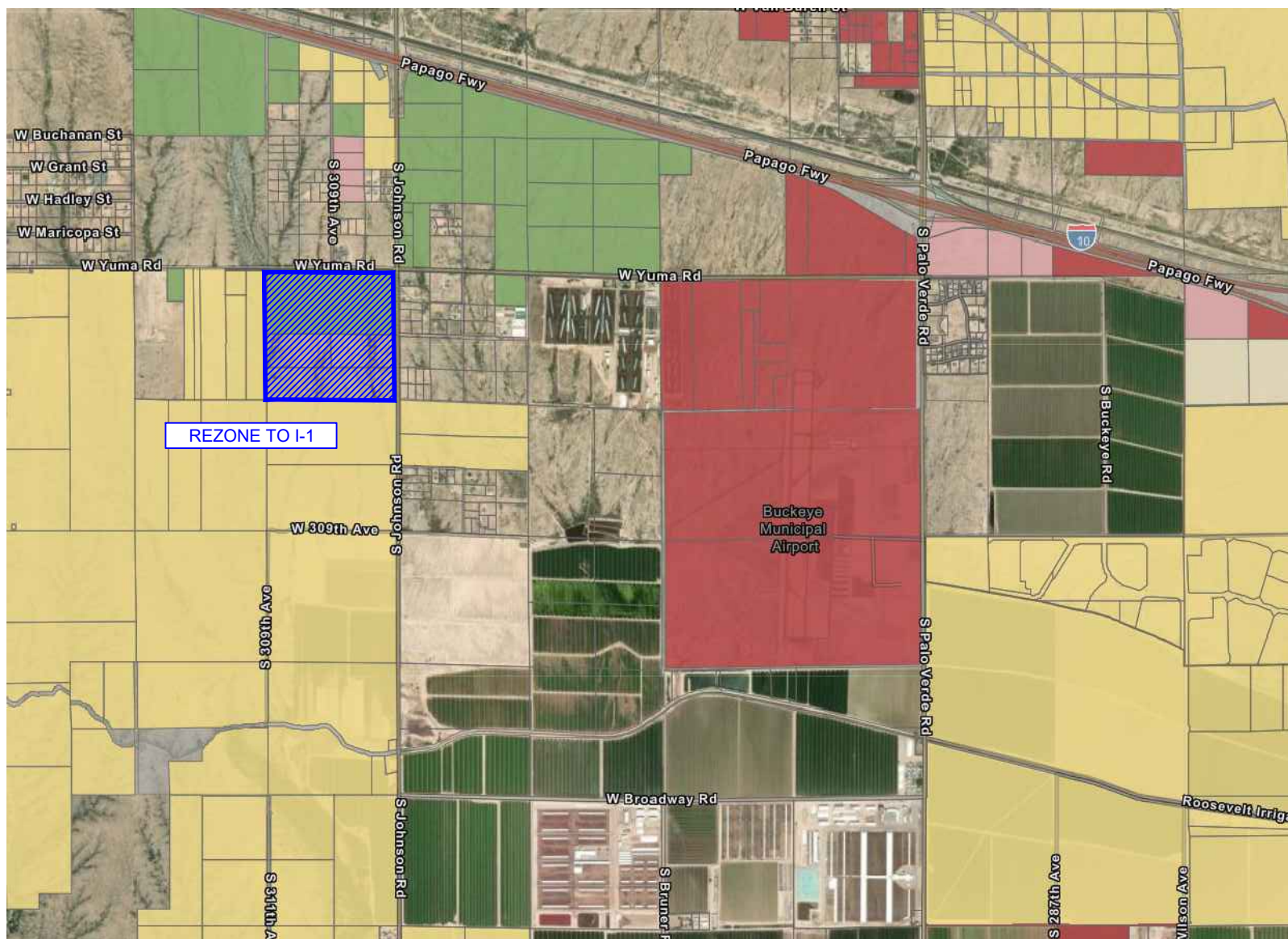


P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

JOB NUMBER: 22-072	JOB NAME: ODFL Buckeye		TITLE: General Plan Amendment Areas		Sheet: 1 of 1
	DATE: 11/15/2023	SCALE: As Shown	DRAWN BY: KMH	CHECKED BY: KMH	

Zoning

- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
- Neighborhood Mixed Use (NMU)
- Downtown Commercial, DC
- Community Commercial (C-2)
- Regional Commercial (C-3)
- Business Park (BP)
- Light Industrial (I-1)
- Heavy Industrial (I-2)
- Rural Residential (RR)
- Planned Residential (PR)
- Mixed Residential (MR)
- Planned Community (PC)
- Commercial Center (CC)
- General Commerce (GC)
- Special Use (SU)



JOB NUMBER:

22-072

JOB NAME:

ODFL Buckeye

TITLE:

Rezoning Exhibit

Sheet:

1 of 1

DATE:

11/15/2023

SCALE:

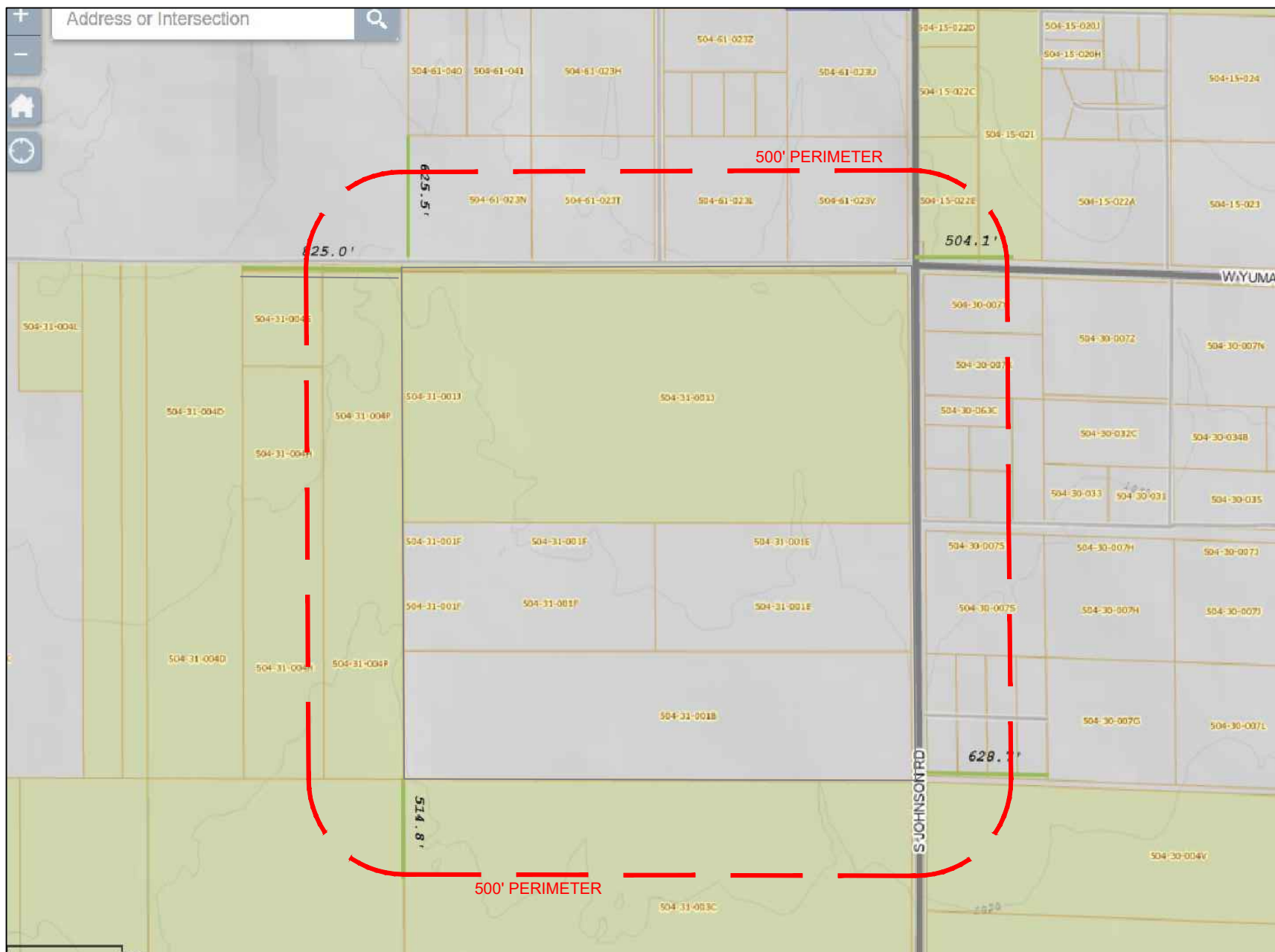
As Shown

DRAWN BY:

KMH

CHECKED BY:

KMH



	Parcel Number	Owner	Mailing Address	Secondary Address
1	S04-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	S04-15-021	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
3	S04-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
4	S04-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
5	S04-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
6	S04-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
7	S04-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
8	S04-30-063F	BURTCHETT TRAVIS/REGINA	1439 S 306TH LN BUCKEYE AZ USA 85326	
9	S04-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
10	S04-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
11	S04-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	
12	S04-30-064A	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
13	S04-30-064B	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
14	S04-30-064C	OSBORN LOGAN T/STACY E	30624 W HOPI ST BUCKEYE AZ USA 85326	
15	S04-30-064D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
16	S04-30-06SA	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
17	S04-30-06SB	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
18	S04-30-06SC	YEA CLAUDIA G/LOPEZ AUDON	30627 W HOPI ST BUCKEYE AZ USA 85326	
19	S04-30-06SD	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
20	S04-30-004V	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
21	S04-31-003C	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
22	S04-31-002B	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
23	S04-31-004H	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
24	S04-31-004P	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
25	S04-31-004S	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
26	S04-61-023N	LARA NORLEEN F	7255 E BROADWAY RD APT 238 MESA AZ USA 85208	
27	S04-61-023T	SINGH JATINDER	309 YUMA BUCKEYE AZ USA 85326	
28	S04-61-023L	GARY W LINDE LIVING TRUST	30832 W YUMA RD BUCKEYE AZ USA 85326	
29	S04-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	

Affidavit of Sign Posting

Case Number: PLZZ-23-00013 and PLZU-23-00009
Project Name: ODFL Buckeye
Applicant Name: Kyle M. Hoyt
Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Buckeye shall 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 ten (10) days after the 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) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's / Representative's signature: _____

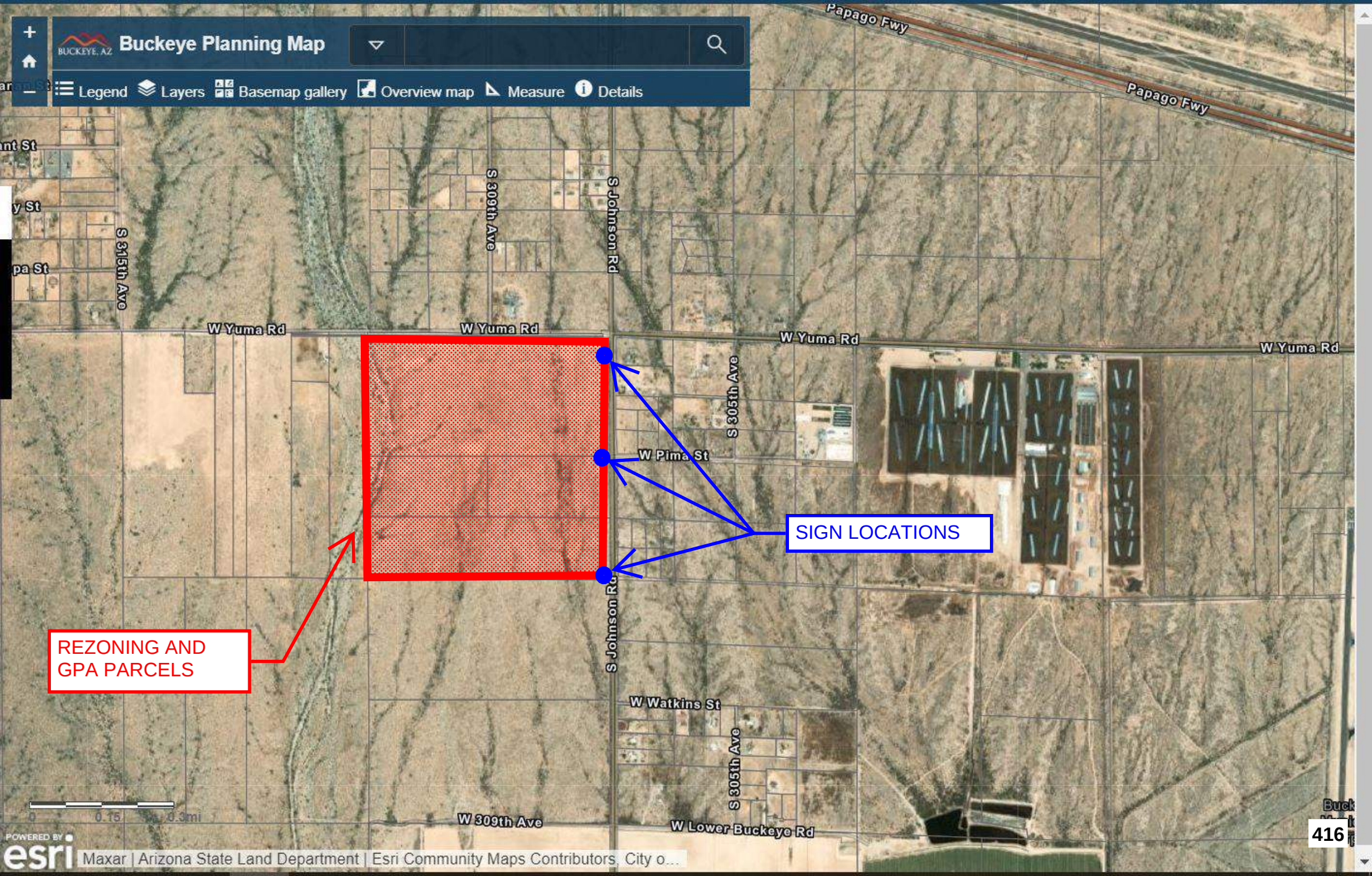
SUBSCRIBED AND SWORN before me this 19 day of February, 2024,
by:

 Notary Public

My Commission Expires:

05/04/2028





REZONING AND
GPA PARCELS

SIGN LOCATIONS

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

SIZE: 158.28 ACRES

CASE #: PLZU-23-00009 AND PLZZ-23-00013

**APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546**

Development Services Department: 623-349-6211

Posting Date: FEBRUARY 19, 2024

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL
PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT,
OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G,
504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING
APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

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Development Services Department: 623-349-6211

Posting Date: FEBRUARY 19, 2024

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

SIZE: 158.28 ACRES

CASE #: PLZU-23-00009 AND PLZZ-23-00013

APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546

Development Services Department: 623-349-6211

Posting Date: FEBRUARY 19, 2024



THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

This is not an Invoice

PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HOYT & BERENYI
346 SEACOAST PKWY # 200
MOUNT PLEASANT, SC 29464-8383

Order # 0005880419-01

Issue Dated:

02/16/24

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, March 5, 2024 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:

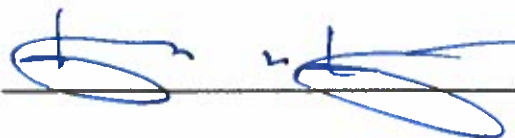
Case No. PLZZ-23-00013 and PLZU-23-00009: Request by Hoyt + Berenyi, LLC. for the approval of a rezoning from RR-1/SF-43 to I-1, and minor general plan amendment from neighborhood and business to employment, for (6) six parcels, Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J located at the western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600', being in the NE 1/4 of Section 13 T1N R5W.

For additional information, please contact the Development Services Department at (623) 349-6211

Pub: Feb 19, 2024

I confirm the copy hereto attached is a true copy of the advertisement published in the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima, and Pinal, in the State of Arizona, in the issue date indicated.

Applicant's / Representative's signature:



SUBSCRIBED AND SWORN before me this 19 day of February, 2024, by:

 Jakob G. Berenyi
 Notary Public

My Commission Expires:

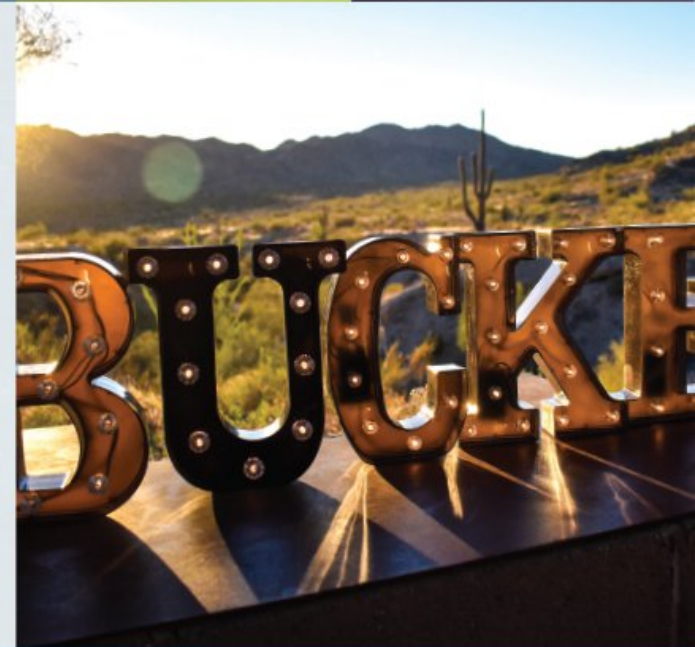
05/04/2028

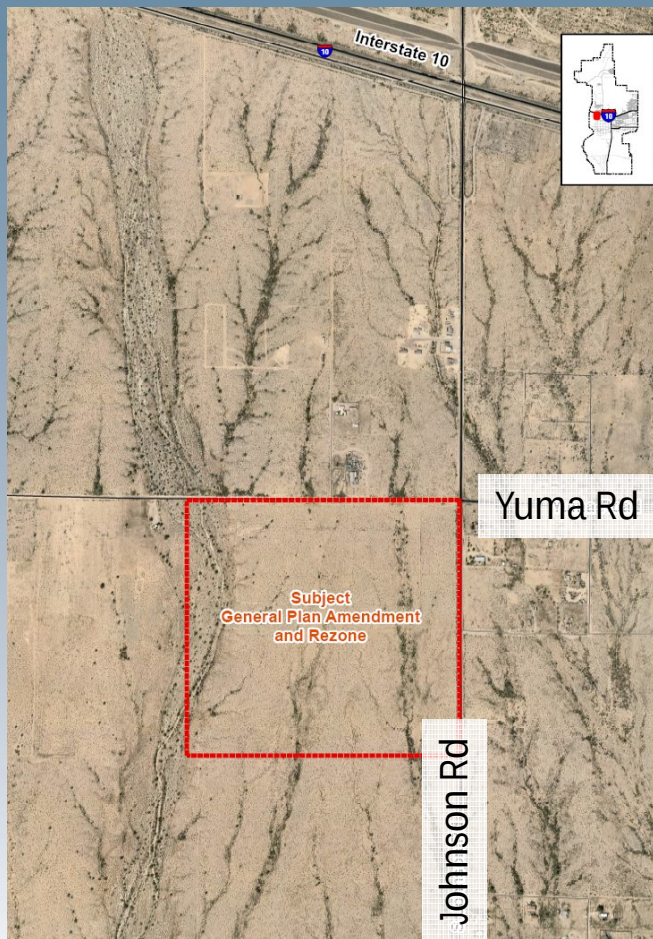


Old Dominion Freight Lines Minor General Plan Amendment and Rezoning

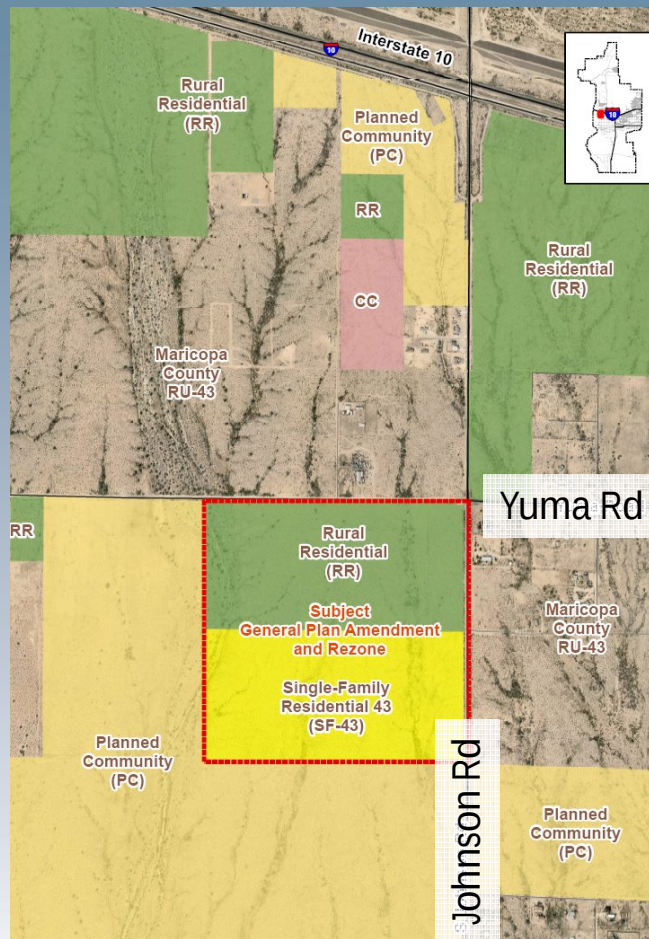
City Council
March 5, 2024

Cases PLZU-23-00009 and PLZZ-23-00013

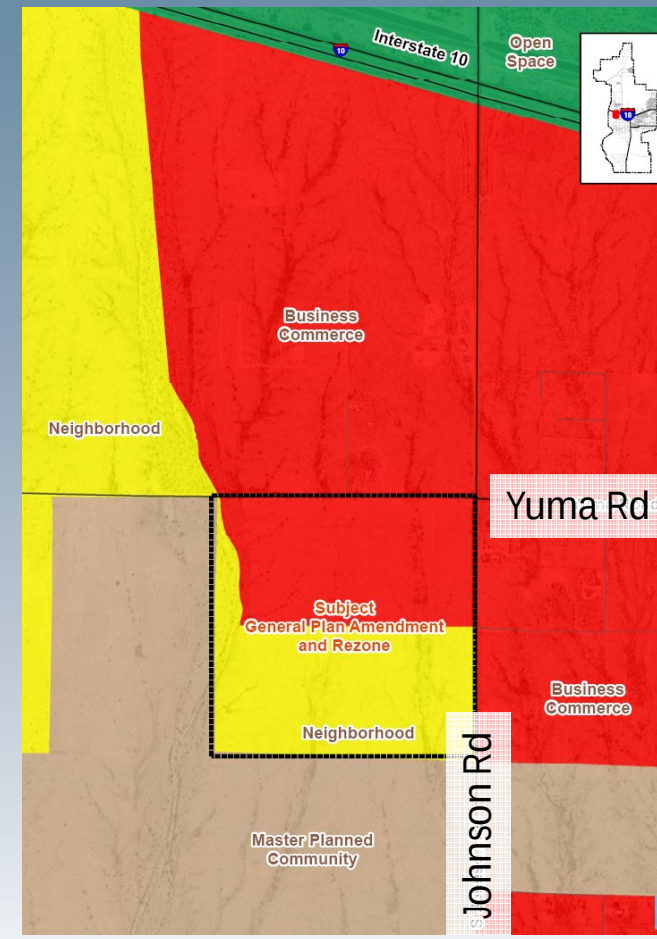




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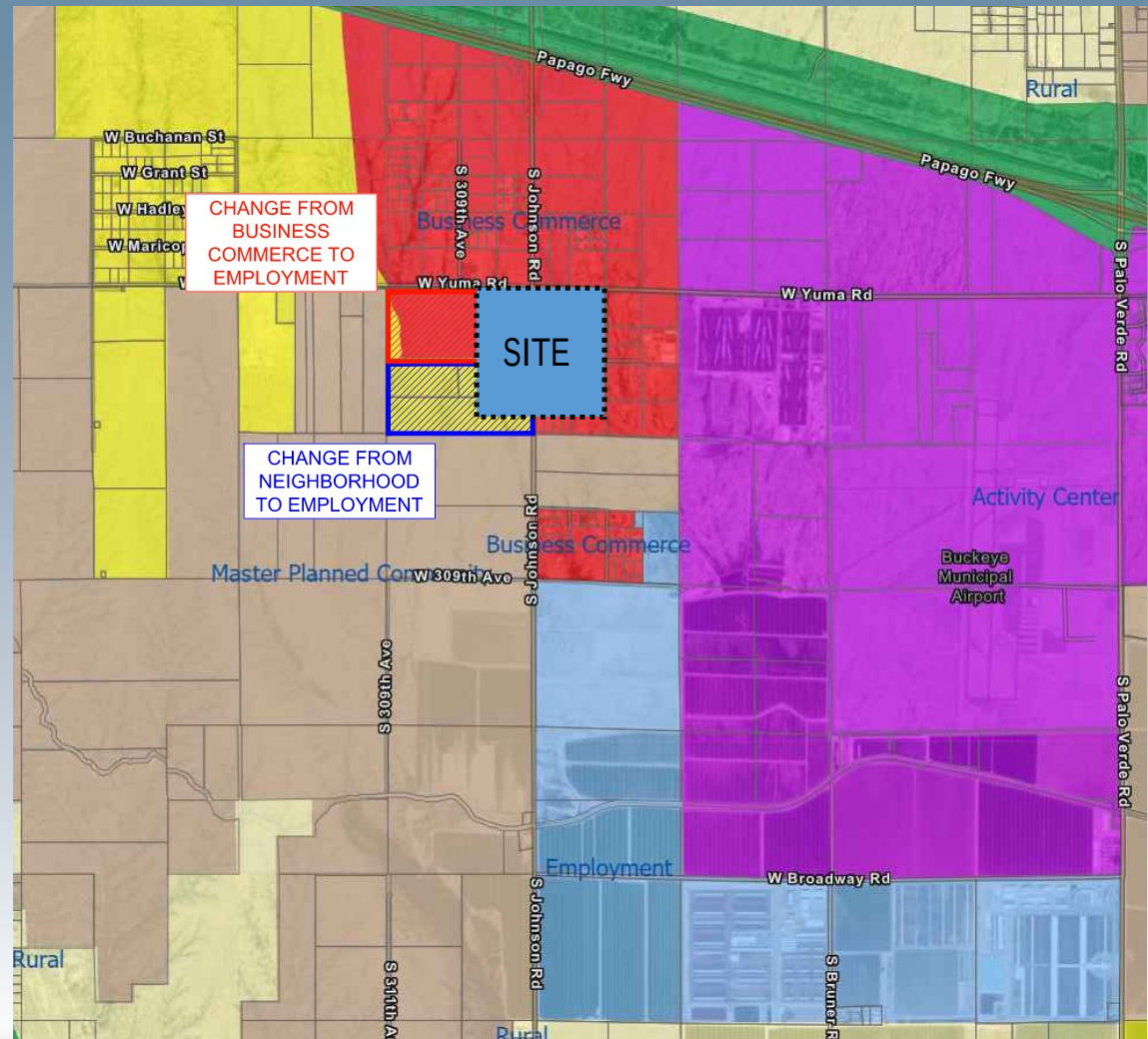


Existing Zoning

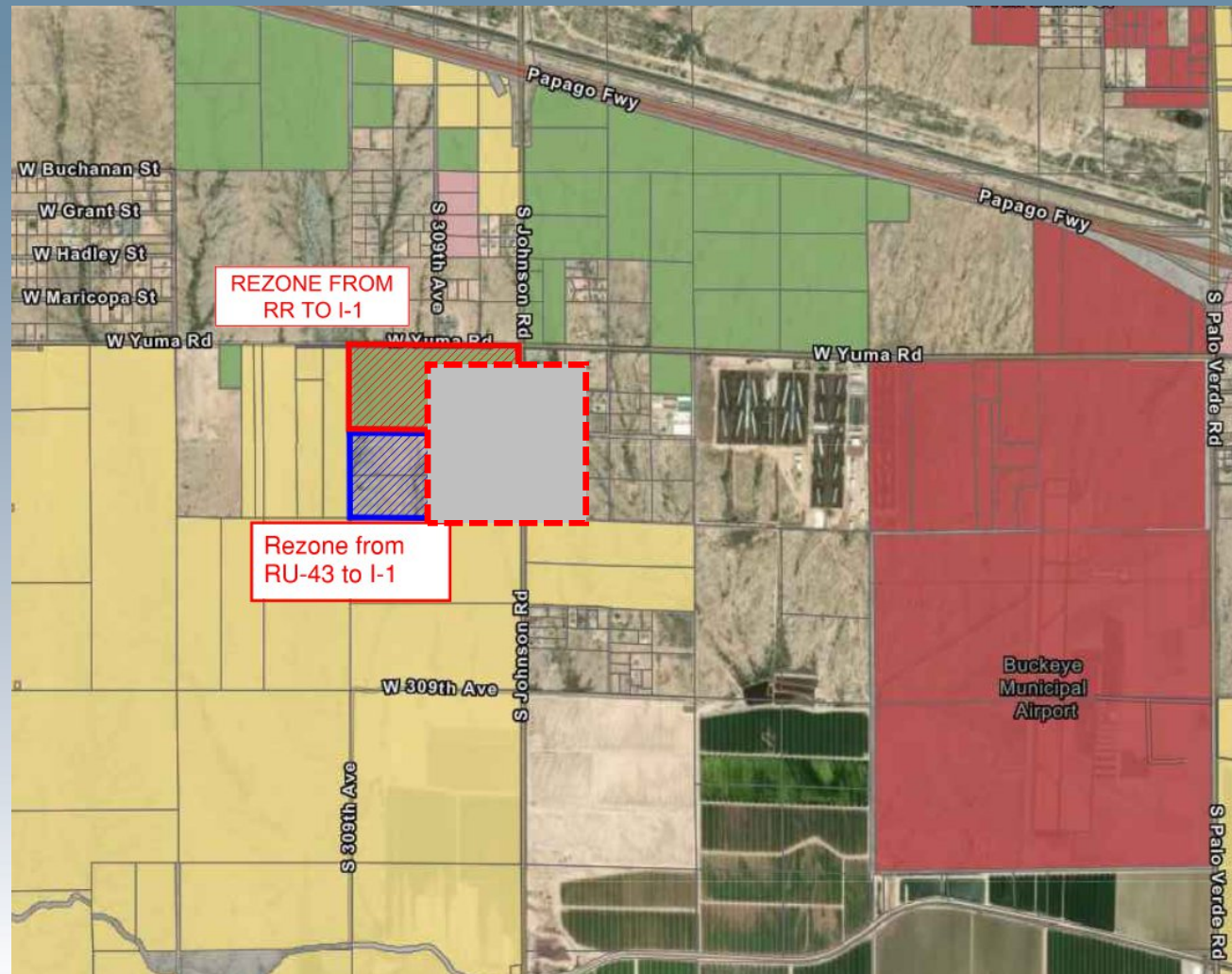


Existing General Plan

Minor General Plan
Amendment (GPA) changing
the land use designation of
approximately 158.28 acres
from Neighborhood and
Business Commerce to
Employment.

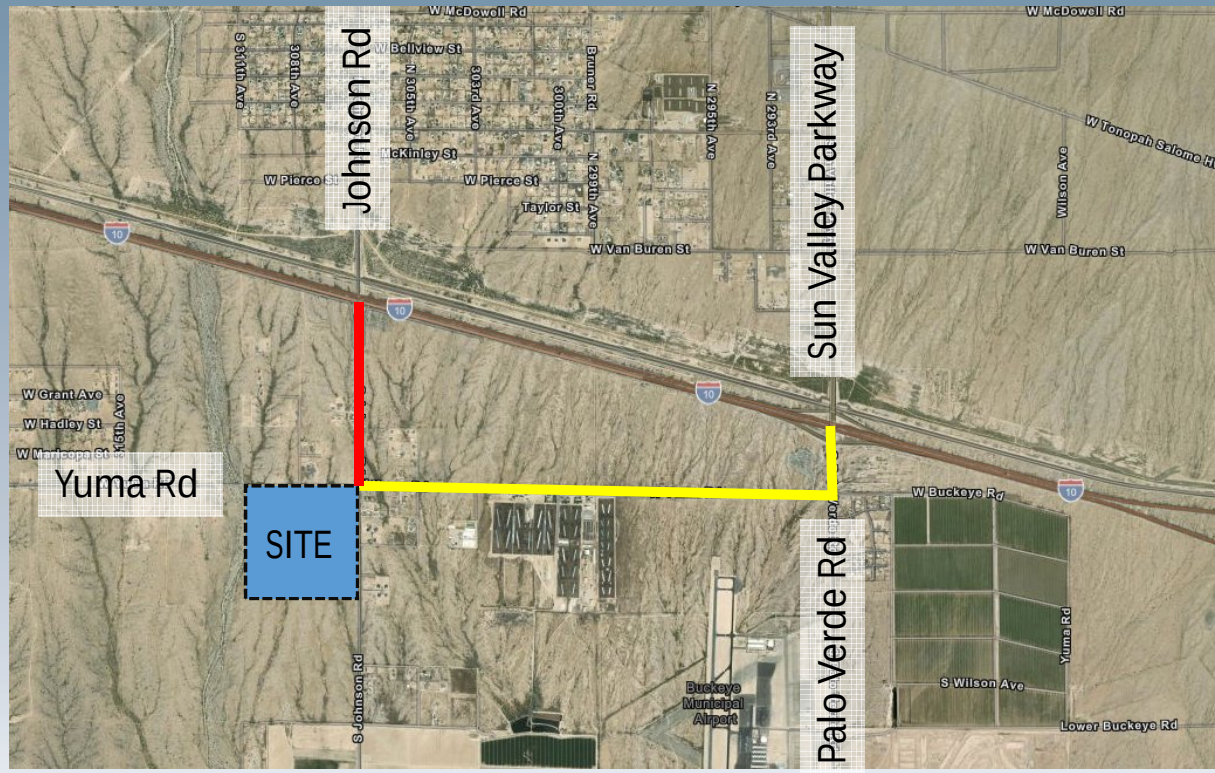


Rezone of approximately 158.28 acres from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).



- Areas around the Buckeye Airport are best suited for nonresidential.
- Furthers land use compatibility and economic development related policies and goals in the General Plan.
- The project area is subject to the Employment Transition Area as defined by the General Plan.
- Developer will complete all adjacent half-street improvements to Yuma and Johnson Roads.
- No outstanding issues for reviewing departments.

- Initially, vehicles will travel two (2) miles east to Palo Verde Road to reach the intersection with Interstate 10.
- An intersection is planned for Johnson Road in conjunction with the Cipriani development.



- An existing agreement with the City of Buckeye will provide potable water to the site. Until that system is constructed, a private onsite tank and pump systems will be provided to have readily available delivery capacities.
- Based on historical information, this facility will be designed for approximately 10,609 GPD.
- Fire suppression water will be provided in accordance with the City of Buckeye Fire Code.

- All domestic sewer will be sent to a septic system.
- The sewer system is setup to make a future connection to public sewer if made available in Johnson Road.
- Section 16-5-4 of the Buckeye Municipal Code requires a connection within 90 days after a public sewer becomes available within 300 feet of any property served by a private sewage disposal system.
- Any floor drains within the (3) three bay fuel area will be sent to a petrochemical/dry well system.
- The petrochemical/dry well system absorbs fuel spills that will not be sent to the septic system, but rather in a form capable of being collected for proper disposal.

- Neighborhood Meeting held on November 15, 2023 at the Coyote Branch Library
 - Two (2) attendees with concerns regarding traffic
- All required notices completed in accordance with requirements
 - 500 foot mailing
 - Signs posted on property
 - Legal advertisements in Arizona Republic
- Several written correspondences of support has been received

Staff recommends the Mayor and City Council hold a Public Hearing and approve the following cases:

General Plan Amendment (PLZU-23-00009)
Resolution 09-24

Rezone (PLZZ-23-00013)
Ordinance 03-24

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 09-24

A RESOLUTION OF THE MAYOR AND CITY 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 158.28 ACRES LOCATED AT THE SOUTHWEST CORNER OF YUMA ROAD AND JOHNSON ROAD FROM NEIGHBORHOOD AND BUSINESS COMMERCE TO EMPLOYMENT.

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 City 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;

WHEREAS, the ODFL Buckeye Minor General Plan Amendment, Case PLZU-23-00009, would have the effect of changing the General Plan’s land use designation of approximately 158.28 acres of land located at the southwest corner of Yuma Road and Johnson Road from neighborhood and Business Commerce to employment; and

WHEREAS, approving the ODFL Buckeye Minor General Plan Amendment is consistent with the purpose and intent of the General Plan; and

WHEREAS, the Planning and Zoning Commission recommended the ODFL Buckeye Minor General Plan Amendment for approval on February 13, 2024.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. A paper and electronic copy of the ODFL Buckeye Minor General Plan Amendment, Case PLZU-23-00009, 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 Clerk, and the City Attorney 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 City Council of the City of Buckeye, Arizona, this 5th day of March, 2024.

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: 03/05/24	AGENDA ITEM: 5.B. DS - Ordinance No. 03-24 - Old Dominion Freight Lines (ODFL) - Rezone - PLZZ-23-00013
DATE PREPARED: 02/29/24	DISTRICT NO.: Council District 1
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to hold a public hearing and take action on Ordinance No. 03-24 amending the Zoning Map of the City of Buckeye on approximately 158.28 acres, located at the southwest corner of Yuma Road and Johnson Road, from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).

SUMMARY

PROJECT DESCRIPTION:

Kyle Hoyt, of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a rezone changing the land use designation of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).

BENEFITS:

The Rezone and companion GPA are supported, as, in concert, they will: Expand the development of employment generating uses in furtherance of General Plan ("GP") Policy G-7.1: "The City of Buckeye should identify and protect areas suitable for large scale office park and industrial activities, such as distribution, logistics, manufacturing, and other employment type uses within the City's MPA" and Goal G-11, "Buckeye is an economic leader in Maricopa County."

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

ATTACHMENTS:

[PLZZ-23-00013 - ODFL - Rezone - CC Staff Report - 030524.docx](#)
[Exhibit A - PLZZ-23-00013 - ODFL Rezone - Vicinity Map.pdf](#)
[Exhibit B - PLZZ-23-00013 - ODFL Rezone - GP Map.pdf](#)
[Exhibit C - PLZZ-23-00013 - ODFL Rezone - Zoning Map.pdf](#)
[Exhibit D - PLZZ-23-00013 - ODFL Rezone - Zoning Narrative.pdf](#)
[Exhibit F - PLZZ-23-00013 - ODFL Rezone - Public Comments.pdf](#)
[Ord. No. 03-24.rezone.pdf](#)
[Exhibit E - PLZZ-23-00013 - ODFL Rezone - Citizen Participation Plan Summary.pdf](#)
[ODFL - GPA and Rezone - CC PowerPoint - 030524.pptx](#)



REZONE

Report to the Mayor and City Council

CASE NUMBER: PLZZ-23-00013
TITLE: Old Dominion Freight Lines (ODFL) Property Rezone
MEETING DATE: March 5, 2024

Applicant: Kyle Hoyt, PE
Owner(s): Wrublik Childrens Holdings, LLC
Request: Rezone from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1)
District: Council District 1
Location: Located at the southwest corner of Yuma and Johnson Roads. Refer to Exhibit A.
Site size: Approximately 158.28 acres
Density: Not applicable
Public input: An advertised neighborhood meeting was held on Wednesday November 15, 2023. The applicant, City staff, and two (2) residents from the area. All required notices of this public hearing have been completed. No additional comments or concerns have been received. Refer to Exhibit E, the Citizen Participation Plan Report.
Recommendation: Conduct a public hearing and adopt Ordinance 03-24, approving Case PLZZ-23-00013, ODFL Rezone

PROJECT DESCRIPTION:

1. Kyle Hoyt, of Hoyt + Berenyi, on behalf of property owner Wrublik Childrens Holdings, LLC, is requesting approval of a rezone of approximately 158.28 acres located at the southwest corner of Yuma and Johnson Roads. The applicant is requesting to rezone the property from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1) to accommodate the development of an interstate motor freight terminal.
2. A concurrent request for a Minor General Plan Amendment to change the land use designation of the subject property from Neighborhood and Business Commerce to Employment is scheduled for review at this same meeting. The City Council may only consider approval of this rezoning application if the General Plan Amendment request is first approved.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Neighborhood and Business Commerce	Single-Family Rural Residential (SF-43) and Rural Residential (RR)
North	Vacant/Residential	Business Commerce	Maricopa County RU-43
South	Vacant	Master Planned Community	Planned Community (PC)
East	Vacant/Residential	Business Commerce	Maricopa County RU-43
West	Vacant	Master Planned Community	Planned Community (PC)

PUBLIC PARTICIPATION SUMMARY:

4. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on November 15, 2023, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on October 30, 2023, over fifteen (15) days prior to the date of the meeting.
5. Except for the applicant and City staff, two (2) nearby residents attended the neighborhood meeting. The residents spoke with concern of the development of this site and the traffic it will bring. Outside of the speakers during the November 15th outreach

meeting, staff has received several letters of Support pertaining to this request. Refer to Exhibit F.

6. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	January 29, 2024
Site Posted	January 29, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	January 29, 2024

BACKGROUND:

7. July 18, 2000: The Mayor and City Council approved an annexation of the northern half of the site under Ordinance 23-00.
8. 2006: The Mayor and City Council approved a rezone to Rural Residential of the northern half of the site under Ordinance 93-06.
9. January 19, 2023: The applicant held a Preapplication (PAC) meeting with staff under Case PLZM-23-00001.
10. November 15, 2023: A neighborhood meeting was held at the Coyote Branch Library.
11. December 5, 2023: The Mayor and City Council approved an Annexation of the southern half of the property under Ordinance 49-23.
12. February 13, 2024: The Planning and Zoning Commission recommended approval of Case PLZZ-23-00013 to the Mayor and City Council.

ANALYSIS:

Conformance with the General Plan:

13. As noted, a concurrent request for a Minor General Plan Amendment, changing the land use designation of the property from Neighborhood and Business Commerce to Employment, is scheduled for consideration immediately prior to this item. The proposed Employment land use designation is applied to land that is intended to develop with uses that contribute to the local and regional economy. Uses within the Employment designation may include industrial, such as warehouses, manufacturing facilities, and business parks, with access provided to arterial roadways. When located in proximity to

planned residential uses, the zoning districts consistent with the Employment designation are Light Industrial (I-1), and Business Park (BP).

14. With the Neighborhood land use designation occurring nearby, the property is located within an Employment Transition Area (ETA) and will be subject to the enhanced design and performance standards outlined within the General Plan. These additional expectations are intended to ensure development presents an upscale business park image and minimizes any incompatibilities between characteristics of enclosed light industrial uses and any existing or planned residences nearby. The proposed I-1 zoning is consistent with the property's location within an ETA, with conformance to the additional design and performance standards required within the ETA description to be evaluated when a Site Plan is submitted for the property.

Zoning:

15. Existing Zoning:

- a. The existing Single-Family Rural Residential (SF-43) district is established to provide for low-density residential uses with ranch animal privileges, and establish a transition area between agricultural uses and more intense development. The district has a minimum lot size of 43,000 square feet.
 - b. The existing Rural Residential (RR) Zoning District is an obsolete zoning district designed to accommodate low-density residential development in outlying areas where all public services may not be available.
16. The proposed I-1 district permits a range of indoor light industrial uses such as light manufacturing, warehousing, and distribution. Heavy industrial uses, such as manufacturing uses with outdoor components (beyond screened outdoor storage areas) or compounding of raw materials, are not permitted in the I-1 district. Development within the district is required to adhere to the dimensional standards outlined in Table 4.1-3 of the Buckeye Development Code.

Future Development:

17. The intent of this rezone application is to entitle the property to accommodate future site planning and development of an interstate motor freight terminal that creates employment and economic vitality opportunities while respecting any planned residential uses near this site.
18. Approval of a Conditional Use Permit with Site Plan application by the Planning and Zoning Commission will be required prior to development occurring on the property.

19. The property is located within the Buckeye Union High School and Palo Verde Elementary School Districts, though industrial development of the site, as proposed, will not result in any direct impacts on either district.

RECOMMENDATION:

20. Staff recommends the Mayor and City Council hold a public hearing and adopt Ordinance 03-24, approving a Rezone from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1) for a project known as ODFL Rezone, Case PLZZ-23-00013, for the following reasons:

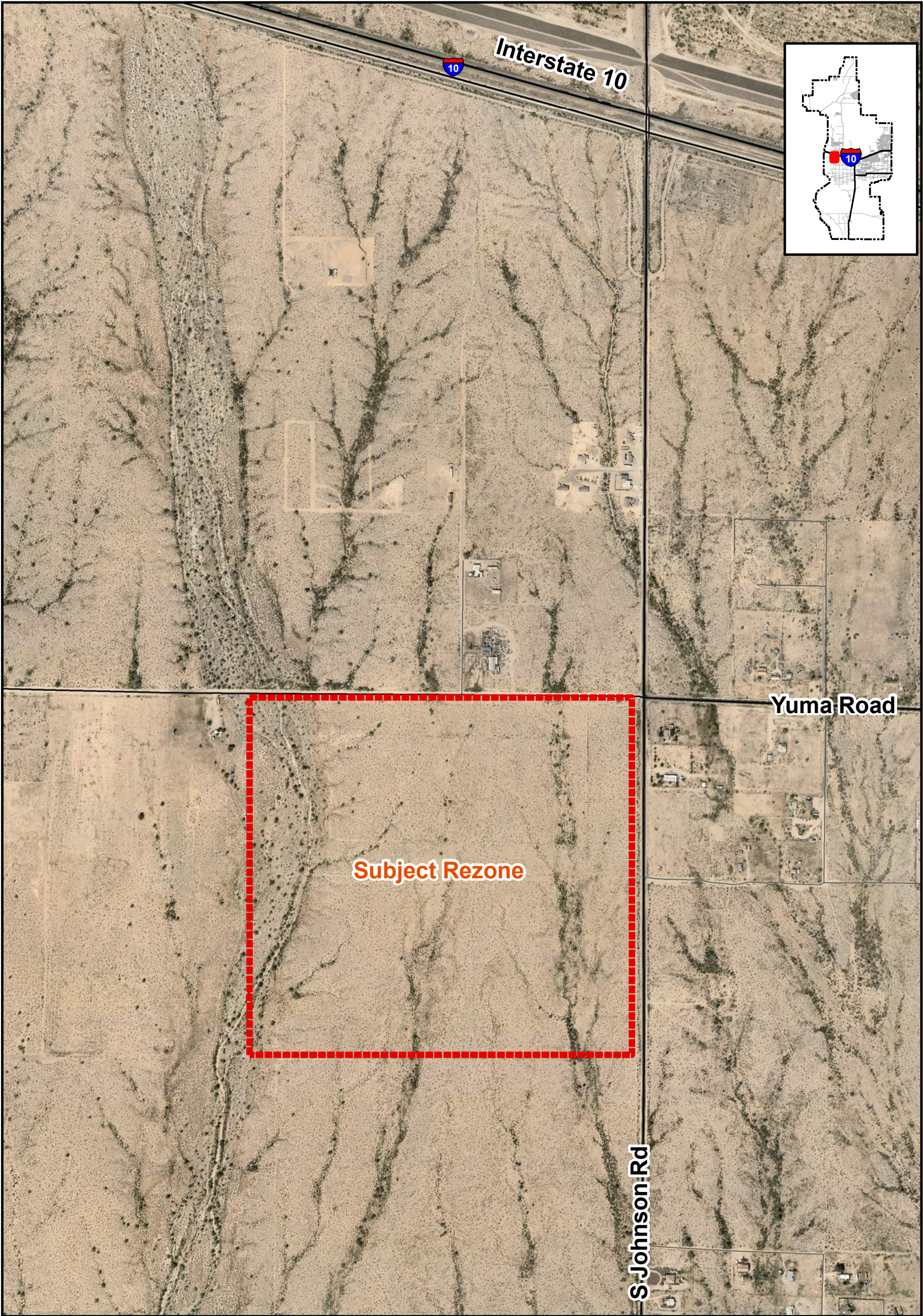
- The rezoning conforms to the property's proposed General Plan designation of Employment and the subject property's location within an Employment Transition Area. *Note:* If the companion Minor General Plan Amendment is not approved, the rezoning should not be approved.
- The rezoning conforms to all requirements of the Buckeye Development Code.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Existing General Plan Land Use Map
Exhibit C – Existing Zoning Map
Exhibit D – Rezoning Narrative
Exhibit E – Citizen Participation Summary
Exhibit F – Public Comments
Exhibit G – Ordinance 03-24

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Director of Planning

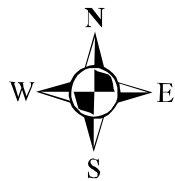


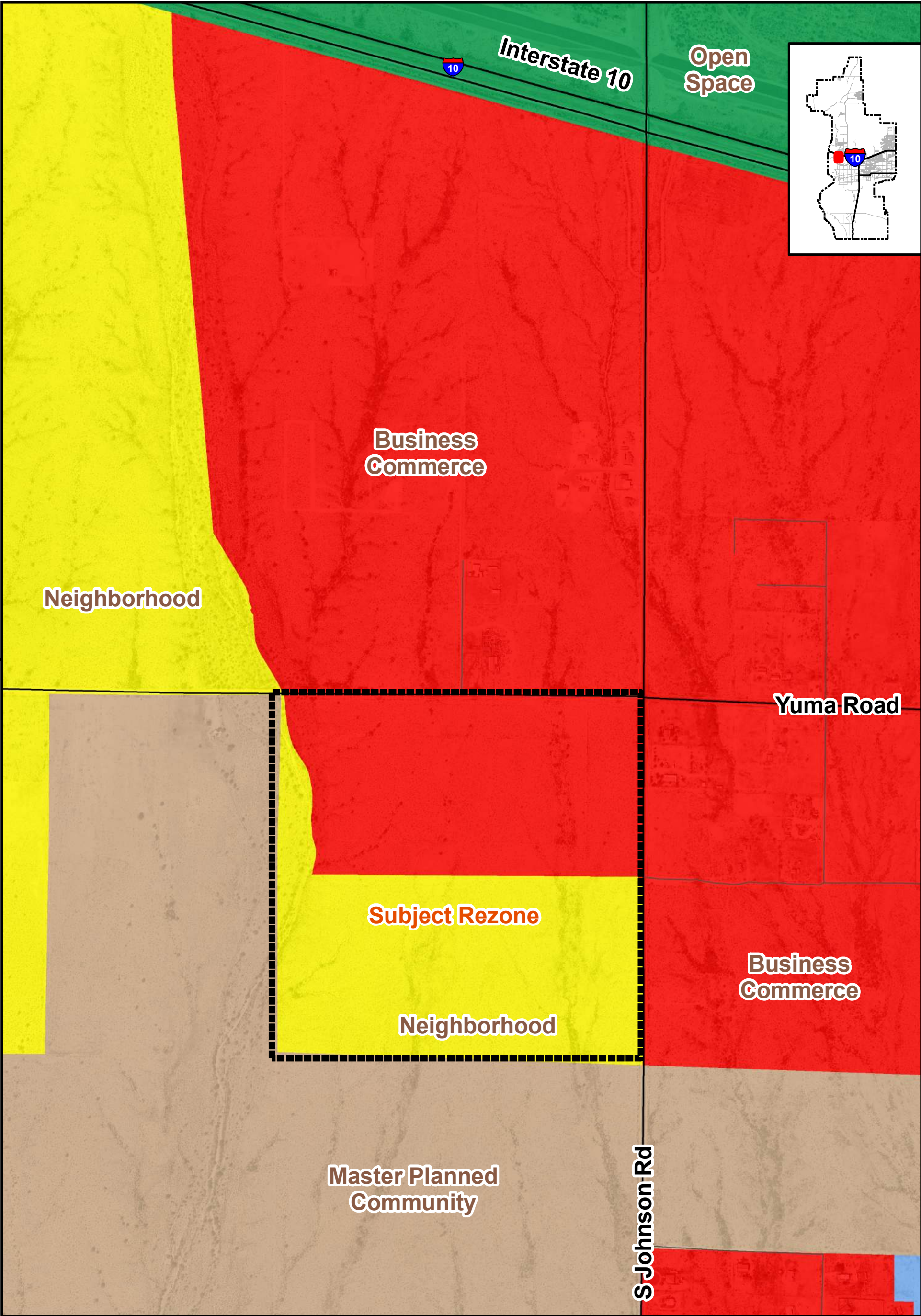
VICINITY MAP

PLZZ-23-00013

ODFL Rezone

City Council District 1



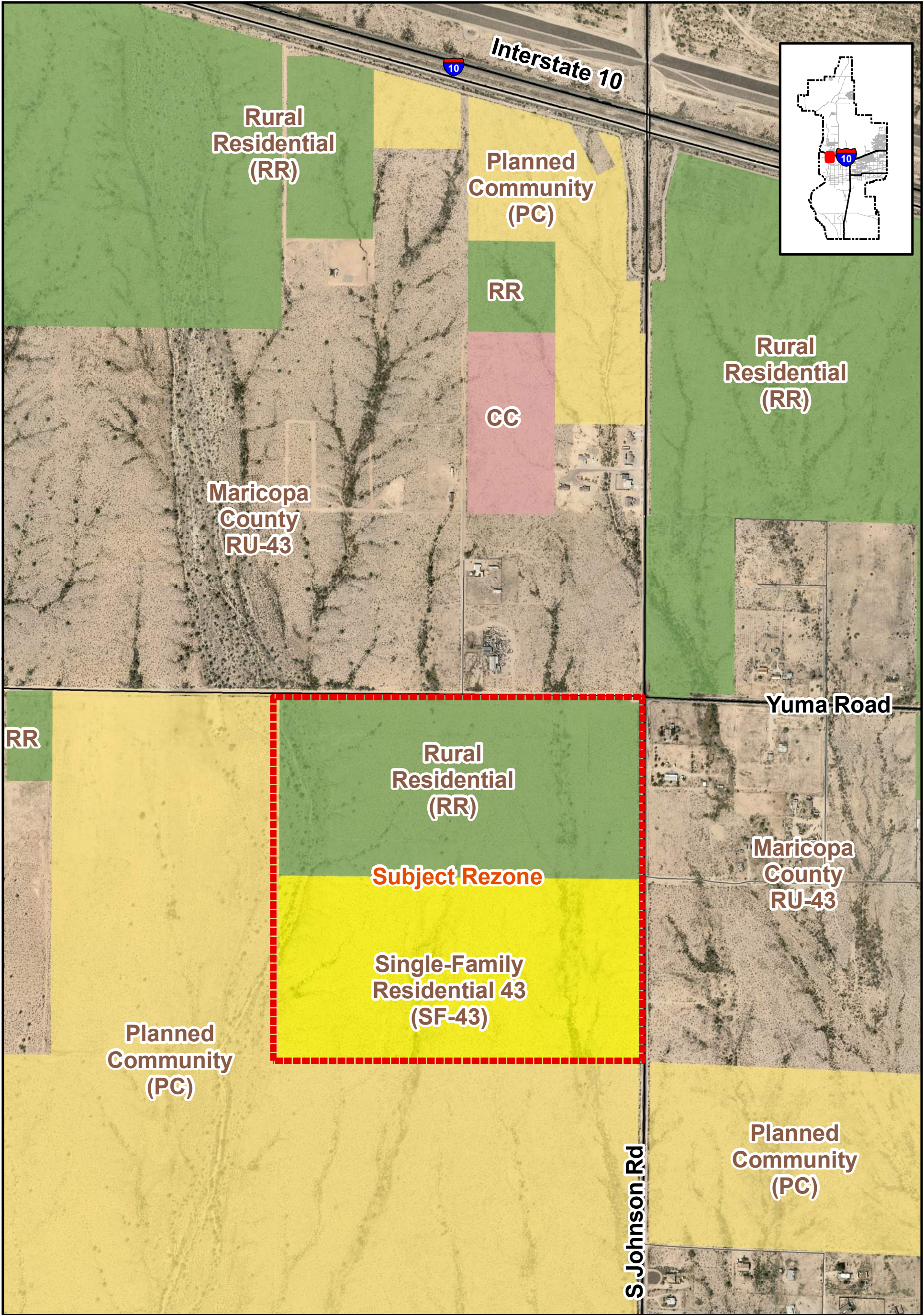


GENERAL PLAN MAP



PLZZ-23-00013
ODFL Rezone
City Council District 1

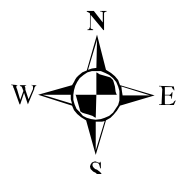




ZONING MAP



PLZZ-23-00013
ODFL Rezone
City Council District 1



PROJECT NARRATIVE

ODFL Buckeye (Project #22-072)
City of Buckeye Case PLZZ-23-00013

January 10, 2024

**RE: Project Narrative – ODFL Buckeye
Rezoning
Associated Case PLZM-23-00001 (PAC)
Associated Case PLZM-23-00078 (Annexation)**

In accordance with the Rezoning checklist, the Project Narrative is broken into the following categories:

- 1.0 Project Information and Description of Request
- 2.0 Land Information
- 3.0 Impact to City Services
- 4.0 Water and Sewer Summary
- 5.0 Legal Description
- 6.0 Rezone Exhibit
- 7.0 300' Radius Owners Information

1.0 Project Information

Project Name: ODFL Buckeye

General Location: Southwest Corner of W Yuma Road and Johnson Road

Parcel APN #'s: 504-31-001J
504-31-001F
504-31-001E
504-31-001B
504-31-001G
504-31-001H

Tracking #: HB Project #22-072
City of Buckeye Case PLZZ-23-00013

Current Site Conditions:

The existing site consists of (4) four parcels totaling approximately 156 acres; and, is currently undeveloped. Approximately 15 acres on the western side of the property appears to be a washout area and is currently planned to be undisturbed.

Current General Plan Designation:

Neighborhood and Business

and Single-Family Residential 43 (SF-43)

Current Zoning:

Some of the parcels are currently zoned RR, Rural Residential in the City of Buckeye. Several parcels are currently located in the City of Buckeye. The remaining parcels have been approved by Council for annexation under PLZM-23-00078.

Vicinity Map:

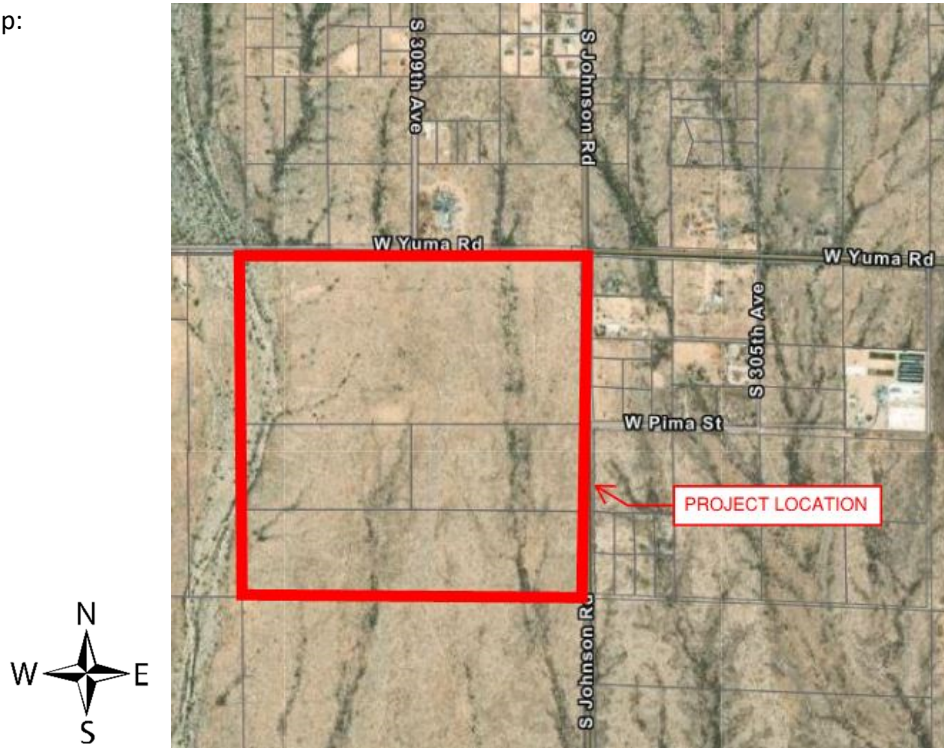


Image 1.0 – Vicinity Map (not to scale)

Description of Request:

The Old Dominion Freight Line (ODFL) Buckeye project includes the construction of a new Interstate Motor Freight Terminal. ODFL is a Less Than Truckload (LTL) freight carrier specializing in (1) one & (2) two-day delivery markets. The operation can generally be described as picking up and delivering general commodities between the local community and all over the country.

The proposed ODFL Buckeye facility will include approximately 200 dock doors with trailer, tractor, and employee parking required to support the facility; and is to be constructed on an approximately 72 acre portion of the combined parcel acreages totaling approximately 158 acres. The residual land is not proposed for development at this time, but the intent will be to readjust the property boundaries and have the residual property available for future development to be determined at a later date.

This request includes the following:

Rezoning – Some of the parcels are currently zoned RR, Rural Residential in the City of Buckeye. The rezoning request is to rezone all parcels from RR to I-1, Light Industrial, where Motor Freight Terminal is a conditional use.

and Single-Family Residential 43 (SF-43)

and SF-43

As noted in the rezoning several parcels are currently located in the City of Buckeye. The remaining parcels have been approved by Council for annexation under PLZM-23-00078.

Proposed Development Standards:

The proposed development will adhere to all City of Buckeye Development standards, including but not limited to Planning/zoning, architectural, and landscaping.

Phasing:

The ODFL project will include provisions to expand the dock by 50 dock doors and add an onsite maintenance shop at a later date. However, the timeline for that expansion is unknown at this time and the initial project will be done and completed under a single phase. It is also important to note, that there is no initial plan for the residual acreage outside of the ODFL development, but the initial phase will include platting, rezoning, and utility considerations to ensure the residual property is better suited for development.

2.0 Land Information

Design and Landscaping:

The design and landscaping will be in accordance with the City of Buckeye Development requirements. Detailed landscape plans and renderings are included with the overall requests. All comments received during the PAC, PLZM-23-00001, have been addressed through coordination with the City. A formal comment response letter is also available with the full request packages.

Current and Proposed Site Conditions:

The existing site consists of (6) six parcels totaling approximately 158 acres; and, is currently undeveloped. Approximately 15 acres on the western side of the property is a washout area and is currently planned to be undisturbed. The ODFL project will include the development of approximately 72.2 acres on the northern portion of the properties. The residual property, approximately 78.4 acres, will be replated for future, unknown, development.

The properties front on Johnson and Yuma Road. Under the proposed ODFL development all right of way dedication to accommodate the required half street improvements will be made. Following right of way dedication, the overall parcel acreage will be reduced to approximately 150.6 acres; 72.2 for the ODFL development and 78.4 acres for residual development. Half street improvements are also proposed for the frontage of the ODFL project.

Relationship to Surrounding Properties:

The majority of properties surrounding the project are undeveloped. The project is bordered on the north by W Yuma Road, on the east by Johnson Road, and to the south and west by lands within the Cipriani development. The properties also lie in close proximity to the Buckeye airport.

Proposed Percentage and Acreage of Parks and Open Space:

Approximately 15 acres on the western edge of the development, within and surrounding the washout area, will be left as undisturbed open space; which, is approximately 10% of the total site acreage. In addition, the site will be designed to provide all interior landscaping and perimeter buffering required by the City. Detailed planting plans and renderings are available with the requests.

Proposed Trails:

There are currently no dedicated trails within the property but a new 25' wide public path easement is proposed to be granted from the north to the south end of the property along the western side.

3.0 Impact to City Services

Accessibility and Circulation:

The property is bordered on two sides by Yuma Road and Johnson Road; which the City is identifying for Parkway and Major arterial respectively. Right of way dedication for the required street sections is proposed under the ODFL project. Half street improvements are also proposed in accordance with the traffic study.

Refuse Providers:

ODFL produces very little solid waste. The freight that is moved through the facility is generally already packaged; so, there is little to no byproduct (waste) produced as part of the freight operation. The facility will include an office and will have dock workers which will generate waste consistent with a small commercial development.

Fire and Police Protection:

Fire Protection – A private onsite tank and pump system will be provided for onsite fire protection needs. The tanks can be filled and makeup water will be available through the City agreement to provide water for the development. The buildings onsite will be equipped with automatic sprinkler systems. Hydrants will be placed throughout the site as needed for adequate coverage. The internal site circulation will also easily accommodate emergency vehicle movements. Site and building entry points can be equipped Knox Box or other measures required for sufficient fire protection.

Police Protection - The site will be completely secured with a combination of screen walls, chain link fence and barbed wire, including the employee parking area. The freight yard will also include an interior electrical fence. The site will have security monitoring and will be well lit. All these provisions limit the amount of criminal activity.

Local Schools and Parks:

Depending on the City's structure for tax revenue and funding of local schools, and Parks, the ODFL development should positively impact the resources available to support the City's needs. No adverse impacts to local schools or parks will occur as a result of this development.

4.0 Water and Sewer Summary

The ODFL facility will require a domestic, fire, and irrigation water. An existing agreement with the City of Buckeye will provide potable water to the site. Private onsite tank and pump systems will be provided to have readily available delivery capacities. Based on historical information from the existing ODFL Phoenix facility we are anticipating the private domestic system to be designed for approximately 10,609



GPD. Fire water will be provided in accordance with the City of Buckeye Fire Code. Irrigation water will be determined based on final landscaping drawings and associated water needs.

Sewer will be via a combination of septic and petrochemical drywell system. All domestic sewer will be sent to a septic system. Any floor drains within the (3) three bay fuel area will be sent to a petrochemical/dry well system. The sewer system is setup to make a future connection to public sewer if made available in Johnson Road.

If there any questions regarding the details of the project, please do not hesitate to contact Kyle M. Hoyt, P.E. at 843-408-3546, or via email at khoyt@hoytberenyi.com.





EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 13, Township 1 North, Range 5 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the brass cap flush found at the Northeast Corner of said Section 13 from which the Maricopa County aluminum cap in hand hole stamped RLS 36563 found at the East Quarter Corner of said Section 13 bears South 00 degrees 00 minutes 18 seconds West a distance of 2,641.58 feet, said line being the East line of said Northeast Quarter, and said line being the basis of bearing of this description;

Thence along the North line of said Northeast Quarter, North 89 degrees 21 minutes 19 seconds West a distance of 110.01 feet to a point on a line parallel with and 110.00 feet distant from said East line, said point being the POINT OF BEGINNING;

Thence along said parallel line, South 00 degrees 00 minutes 18 seconds West a distance 40.00 feet to a point on a line parallel with and 40.00 feet distant from said North line;

Thence along last-mentioned parallel line, South 89 degrees 21 minutes 19 seconds East a distance of 70.00 feet to a point on a line parallel with and 40.00 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 00 minutes 18 seconds East a distance of 2,601.55 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 19 minutes 33 seconds West a distance of 2,618.35 feet to a 5/8-inch rebar found at the Center of said Section 13;

Thence along the West line of said Northeast Quarter, North 00 degrees 16 minutes 57 seconds East a distance of 2,640.09 feet to a brass cap flush stamped RLS 11893 found at the North Quarter Corner of said Section 13;

Thence along said North line of the Northeast Quarter, South 89 degrees 21 minutes 19 seconds East a distance of 2,535.54 feet to the POINT OF BEGINNING.

Containing an area of 6,894,593 square feet or 158.278 acres, more or less.

See attached Exhibit "B"

EXHIBIT "B"

PORTION OF THE NE 1/4,
SECTION 13, T1N, R5W
GILA AND SALT RIVER
BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

FND BCFL/RLS 11893
N 1/4 CORNER
SEC. 13, T1N, R5W

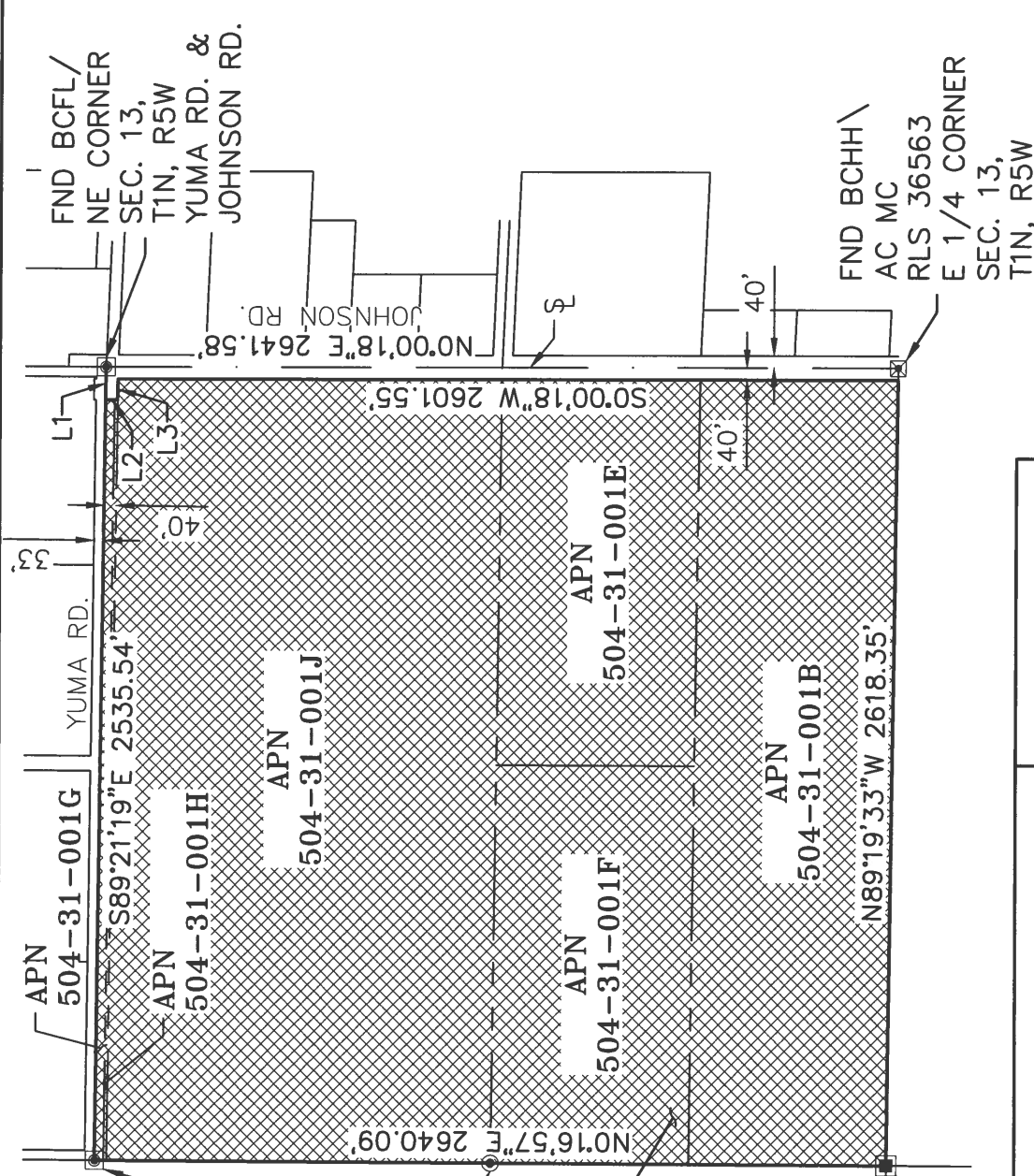
FND 1/2" REBAR
W/ CAP RLS 11893
C-N 1/16 COR.
SEC. 13, T1N, R5W

6,894,593 S.F.
158.278 AC

FND BCFL/
GLO W 1/4 COR.
SEC. 13,
T1N R5W

FND 5/8" REBAR
CENTER SEC. 13,
T1N, R5W

SCALE: N.T.S.



LEGEND



PURCHASE PARCEL

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W



Daniel G. Francetic



3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13, T1N, R5W

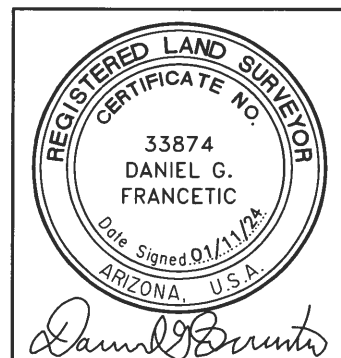
EXHIBIT 'B'

DATE: 09/12/23 REV'D:

DRAWN BY: JME/CHK'D: DGF PG:2 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 21' 19"W	110.01'
L2	S0° 00' 18"W	40.00'
L3	S89° 21' 19"E	70.00'



CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13 T.1N, R5W

LINE AND CURVE TABLE

DATE: 09/12/23 | REV'D:

DRAWN BY: JME | CHK'D: DGF | PG: 3 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W



3033 N. 44th Street, Suite 250

Phoenix, AZ 85018

Tel 602.244.2566

Fax 602.244.8947

Website: www.Entellus.com

100216 - Closure Report

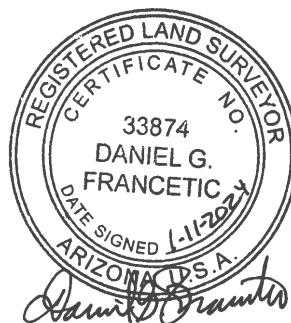
Tue Aug 29 08:03:17 2023

Northing	Easting	Bearing	Distance
86947.889	57233.606	S 00°00'18" W 40.002	
86907.886	57233.603	S 89°21'19" E 70.004	
86907.099	57303.603	S 00°00'18" W 2601.552	
84305.547	57303.378	N 89°19'33" W 2618.348	
84336.355	54685.211	N 00°16'57" E 2640.091	
86976.414	54698.222	S 89°21'19" E 2535.545	
86947.889	57233.606		

Closure Error Distance> 0.00000

Total Distance> 10505.543

Polyline Area: 6894593 sq ft, 158.2781 acres



100216 - Tie Line

Tue Aug 29 08:01:55 2023

Northing	Easting	Bearing	Distance
----------	---------	---------	----------

86946.651	57343.606		
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		N 89°21'19" W	110.007
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86947.889	57233.606		
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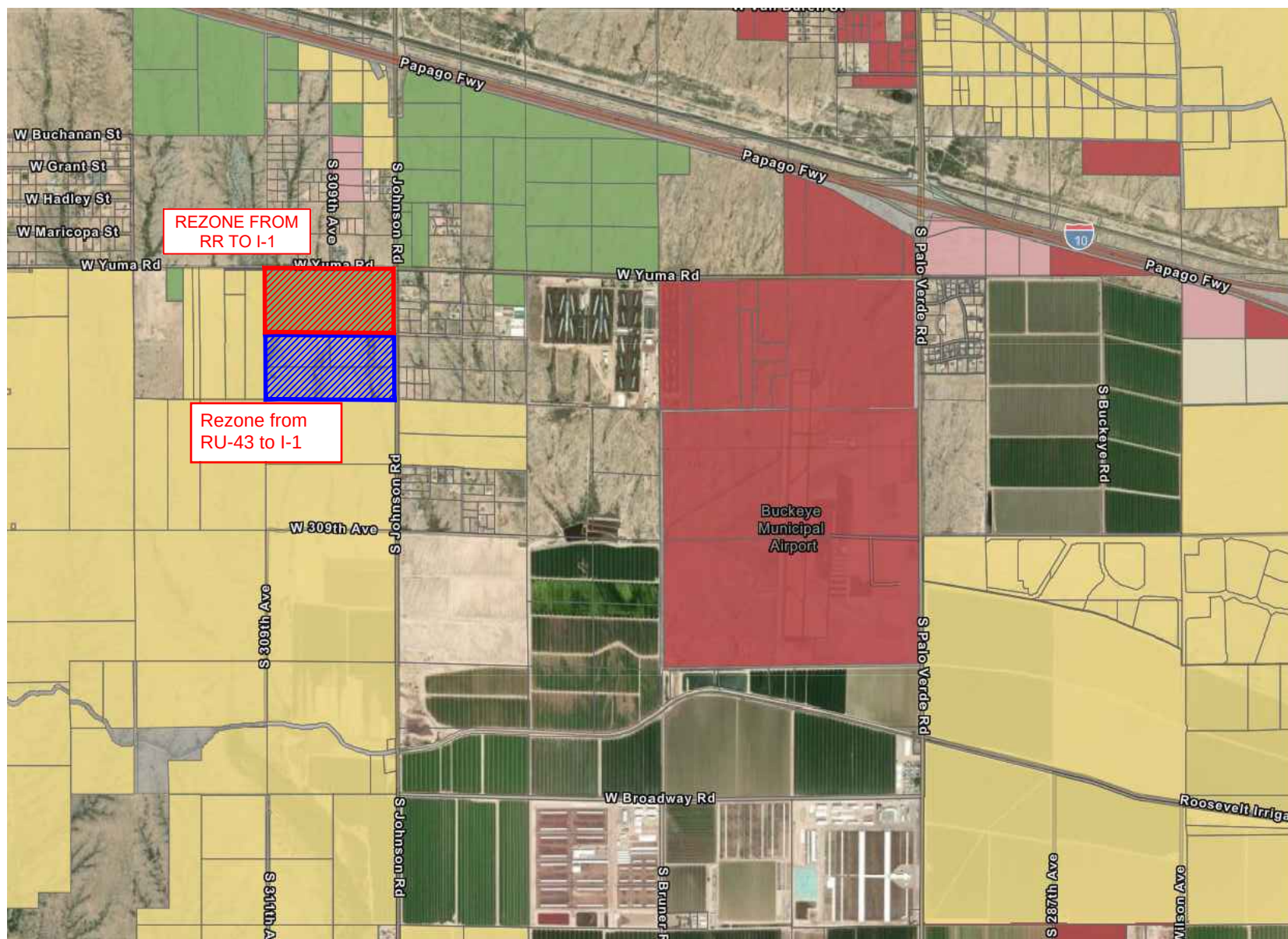
Closure Error Distance> 110.0068 Error Bearing> S 89°21'19" E

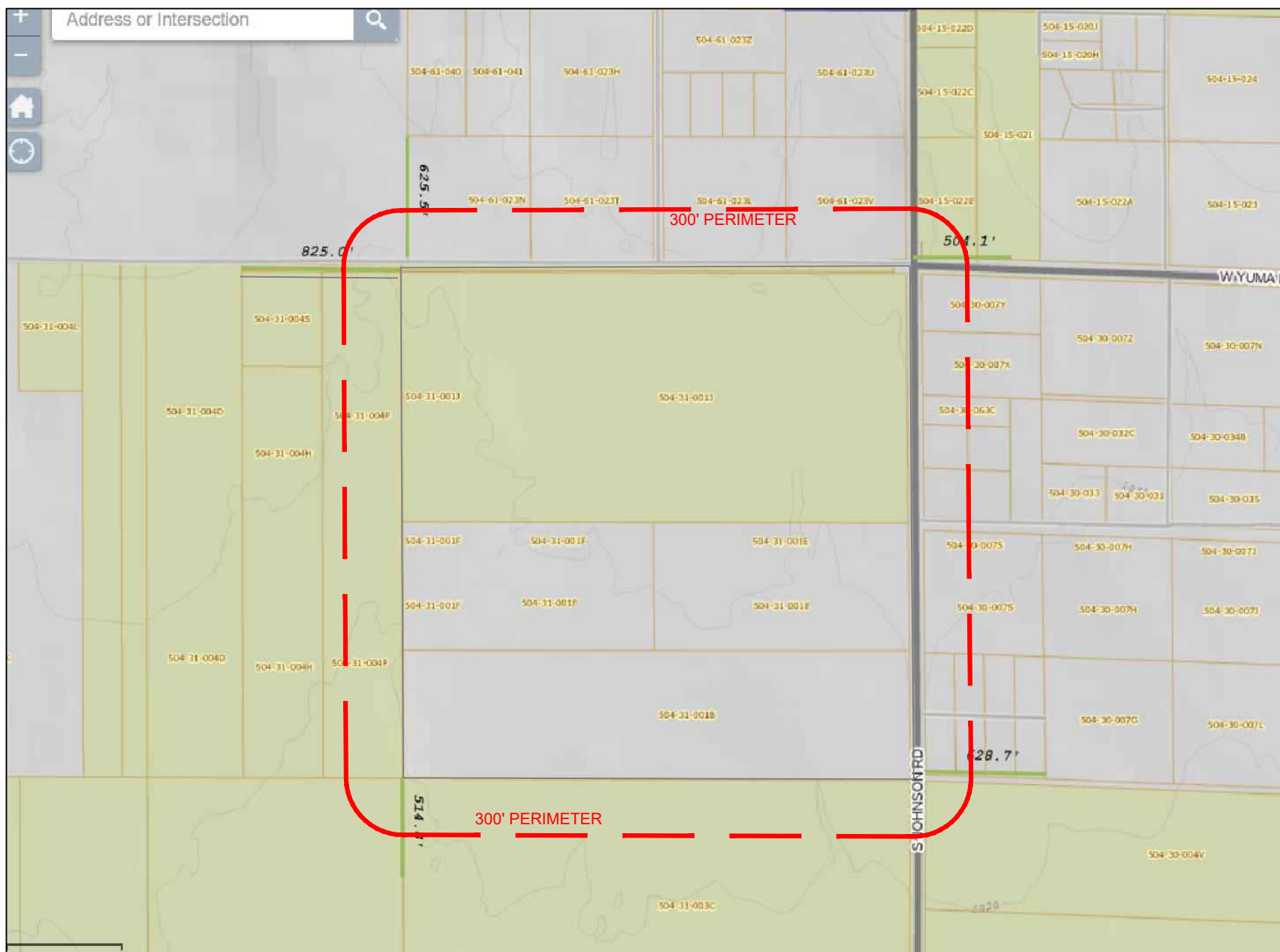
Closure Precision> 1 in 1.0 Total Distance> 110.007



Zoning

- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
- Neighborhood Mixed Use (NMU)
- Downtown Commercial, DC
- Community Commercial (C-2)
- Regional Commercial (C-3)
- Business Park (BP)
- Light Industrial (I-1)
- Heavy Industrial (I-2)
- Rural Residential (RR)
- Planned Residential (PR)
- Mixed Residential (MR)
- Planned Community (PC)
- Commercial Center (CC)
- General Commerce (GC)
- Special Use (SU)





H3 HOYT + BERENYI
P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

JOB NUMBER: 22-072	JOB NAME: ODFL Buckeye	TITLE: Adjacent Parcels - 300 FT		Sheet: 1 of 2
DATE: 1/10/24	SCALE: As Shown	DRAWN BY: KMH	CHECKED BY: KMH	

	Parcel Number	Owner	Mailing Address	Secondary Address
1	504-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	504-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
3	504-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
4	504-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
5	504-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
6	504-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
7	504-30-063F	BURTCHETT TRAVIS/REGINA	1439 S 306TH LN BUCKEYE AZ USA 85326	
8	504-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
9	504-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
10	504-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	
11	504-30-064A	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
12	504-30-064B	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
13	504-30-064D	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
14	504-30-065A	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
15	504-30-065B	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
16	504-30-065D	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD STE B4-542 GOODYEAR AZ USA 85395	9102 W MISSOURI AVE GLENDALE AZ 85305
17	504-30-004V	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
18	504-31-003C	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
19	504-31-002B	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
20	504-31-004P	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
21	504-61-023N	LARA NORLEEN F	7255 E BROADWAY RD APT 238 MESA AZ USA 85208	
22	504-61-023T	SINGH JATINDER	309 YUMA BUCKEYE AZ USA 85326	
23	504-61-023L	GARY W LINDE LIVING TRUST	30832 W YUMA RD BUCKEYE AZ USA 85326	
24	504-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	

Exhibit F

Public Comments

Old Dominion Freight Lines

Rezone

PLZZ-23-00013

STEWART/SHERPICK FAMILY MINORITY TRUST

88 Kesington Road
Portsmouth, NH 030801

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

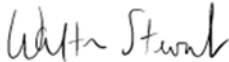
Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

STEWART/SHERPICK FAMILY MINORITY TRUST

Owner: 504-61-023V



Signature

Walter Stewart, Trustee

Printed Name and Title

EMILY ANN/JULIA CARSON/SARAH LOUISE STEWART

88 Kensington Road
Portsmouth, NH 03801

January 31, 2024

Attn: Hobart Wingard, Principal Planner

City of Buckeye

530 E. Monroe Avenue

Buckeye, AZ 85326

RE: Letter of Support – Old Dominion Freight Line (ODFL)

City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZU-23-00013

Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G,
504-31-001H, 504-31-001J

Southwestern Corner of Johnson Road and Yuma Road

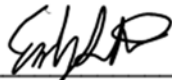
Mr. Wingard:

As vested property owners in the vicinity of Old Dominion Freight Line (ODFL) project,
please accept this letter as a formal letter of support for the referenced site plan,
conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

Emily Ann/Julia Carson/Sarah Louise Stewart

Owner: 504-61-023U



Emily Ann Stewart, Property Owner



Julia Carson Stewart, Property Owner



Sarah Louise Stewart, Property Owner

BUCKEYE COMMERCE PARK LLC

P.O. Box 531210
Henderson, NV 89069

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

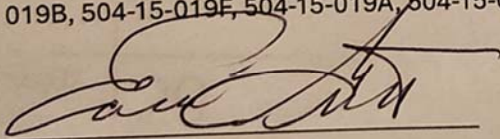
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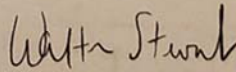
Sincerely,

BUCKEYE COMMERCE PARK LLC

Owner: 504-15-022E, 504-15-021, 504-15-022C, 504-15-022D, 504-15-017C, 504-15-017B, 504-15-015E, 504-15-015G, 504-15-015F, 504-15-016, 504-15-019D, 504-15-019C, 504-15-019E, 504-15-019B, 504-15-019F, 504-15-019A, 504-15-018C, 504-15-030C



Signature, Eddie Gutzman



Signature, Walter Stewart

Its: Managers

GEM IRREVOCABLE TRUST

7849 Rancho Mirage Drive
Las Vegas, NV 89113

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

GEM IRREVOCABLE TRUST

Owner: 504-61-023X, 504-61-023W, 504-61-038, 504-61-039

A handwritten signature in black ink that reads "Gabriel Martinez". The signature is fluid and cursive, with a large loop at the end of the last name.

Signature

The name "Gabriel Martinez" printed in a black, sans-serif font. The text is underlined.

Printed Name and Title

JOHN E/MARIE D FOLTZ

9830 N 79th Place
Scottsdale, AZ 85258

January 31, 2024

Attn: Hobart Wingard, Principal Planner
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

**RE: Letter of Support – Old Dominion Freight Line (ODFL)
City of Buckeye Project #'s PLZU-23-00008, PLZU-23-00009, PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J
Southwest Corner of Johnson Road and Yuma Road**

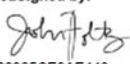
Mr. Wingard:

As a vested property owner in the vicinity of the Old Dominion Freight Line (ODFL) project, please accept this letter as a formal letter of support for the referenced site plan, conditional use, rezoning, and minor general plan amendment applications.

Sincerely,

JOHN E/MARIE D FOLTZ

Owner: 504-30-007G, 504-30-007K, 504-30-007L, 504-30-007M

DocuSigned by:

7166365CE9AE443

Signature

John Foltz

Printed Name and Title

2/1/2024 | 05:01:38 PST

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 03-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE ON APPROXIMATELY 158.28 ACRES, LOCATED AT THE SOUTHWEST CORNER OF YUMA ROAD AND JOHNSON ROAD, FROM SINGLE-FAMILY RURAL RESIDENTIAL (SF-43) AND RURAL RESIDENTIAL (RR) TO LIGHT INDUSTRIAL (I-1).

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by amending approximately 158.28 acres located at the southwest corner of Yuma Road and Johnson Road from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1); 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 February 13, 2024, and recommended approval of this zoning change; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 158.28 acres of property, as legally described and depicted on **Exhibit A** attached hereto, (the “Property”) from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of the ODFL Buckeye Rezoning Narrative, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit B** attached hereto.

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of March, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 03-24**

[Legal Description and Depiction]

See the following pages



EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 13, Township 1 North, Range 5 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the brass cap flush found at the Northeast Corner of said Section 13 from which the Maricopa County aluminum cap in hand hole stamped RLS 36563 found at the East Quarter Corner of said Section 13 bears South 00 degrees 00 minutes 18 seconds West a distance of 2,641.58 feet, said line being the East line of said Northeast Quarter, and said line being the basis of bearing of this description;

Thence along the North line of said Northeast Quarter, North 89 degrees 21 minutes 19 seconds West a distance of 110.01 feet to a point on a line parallel with and 110.00 feet distant from said East line, said point being the POINT OF BEGINNING;

Thence along said parallel line, South 00 degrees 00 minutes 18 seconds West a distance 40.00 feet to a point on a line parallel with and 40.00 feet distant from said North line;

Thence along last-mentioned parallel line, South 89 degrees 21 minutes 19 seconds East a distance of 70.00 feet to a point on a line parallel with and 40.00 feet distant from said East line;

Thence along last-mentioned parallel line, South 00 degrees 00 minutes 18 seconds East a distance of 2,601.55 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 19 minutes 33 seconds West a distance of 2,618.35 feet to a 5/8-inch rebar found at the Center of said Section 13;

Thence along the West line of said Northeast Quarter, North 00 degrees 16 minutes 57 seconds East a distance of 2,640.09 feet to a brass cap flush stamped RLS 11893 found at the North Quarter Corner of said Section 13;

Thence along said North line of the Northeast Quarter, South 89 degrees 21 minutes 19 seconds East a distance of 2,535.54 feet to the POINT OF BEGINNING.

Containing an area of 6,894,593 square feet or 158.278 acres, more or less.

See attached Exhibit "B"

EXHIBIT "B"

PORTION OF THE NE 1/4,
SECTION 13, T1N, R5W
GILA AND SALT RIVER
BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

FND BCFL/RLS 11893
N 1/4 CORNER
SEC. 13, T1N, R5W

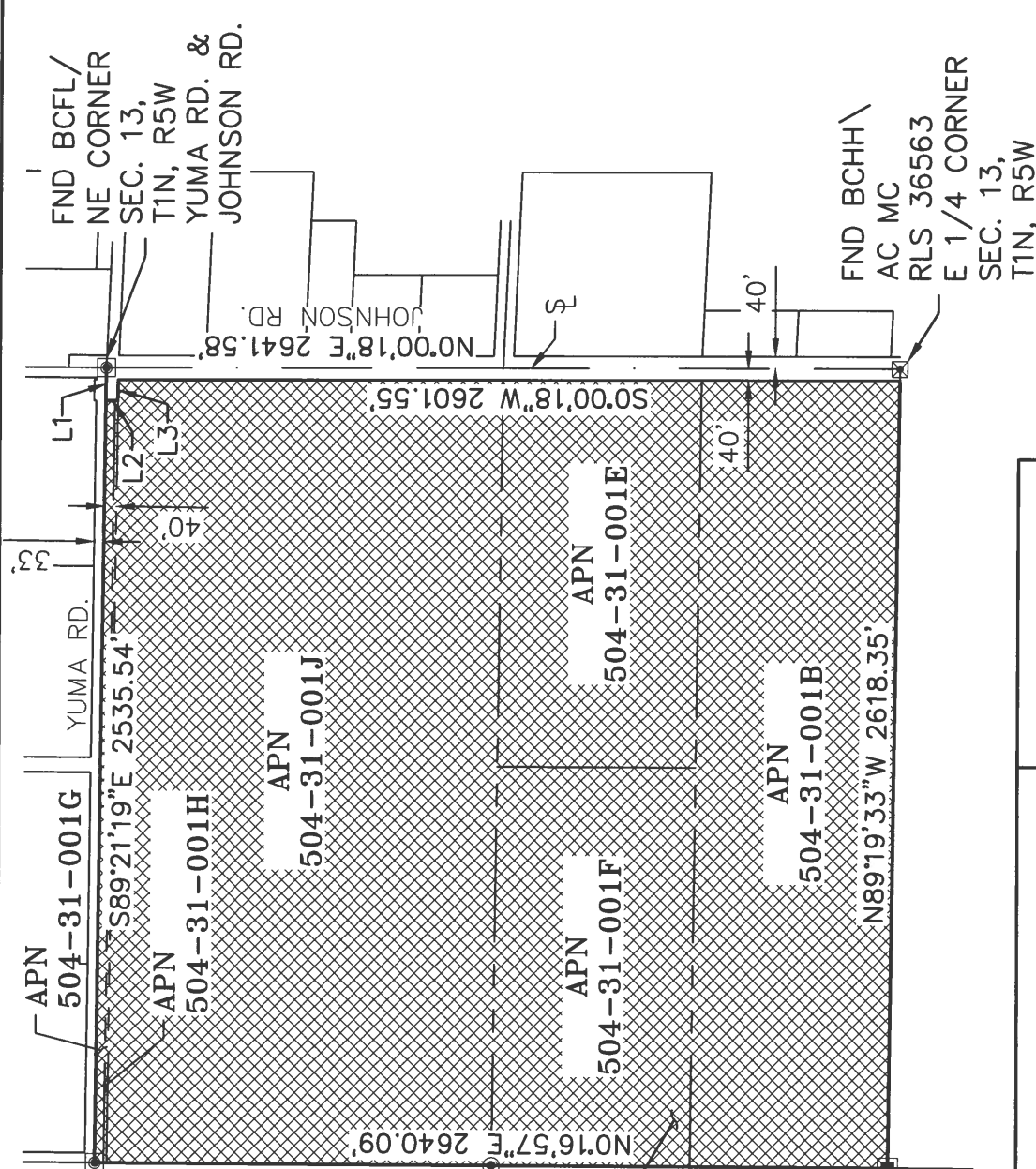
FND 1/2" REBAR
W/ CAP RLS 11893
C-N 1/16 COR.
SEC. 13, T1N, R5W

6,894,593 S.F.
158.278 AC

FND BCFL/
GLO W 1/4 COR.
SEC. 13,
T1N R5W

FND 5/8" REBAR
CENTER SEC. 13,
T1N, R5W

SCALE: N.T.S.



LEGEND



PURCHASE PARCEL

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W



Daniel G. Francetic



3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13, T1N, R5W

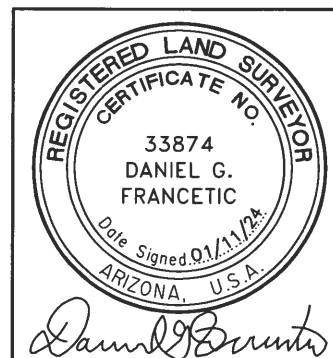
EXHIBIT 'B'

DATE: 09/12/23 REV'D:

DRAWN BY: JME/CHK'D: DGF PG:2 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 21' 19"W	110.01'
L2	S0° 00' 18"W	40.00'
L3	S89° 21' 19"E	70.00'



CITY OF BUCKEYE

ODFL PROPERTY

SECTION 13 T.1N, R5W

LINE AND CURVE TABLE

DATE: 09/12/23 REV'D:

DRAWN BY: JME CHK'D: DGF PG: 3 OF 3

FILE: 100216_PURCHASE PARCEL.DWG

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 13
BEARING S 00°00'18" W

**Entellus™**

3033 N. 44th Street, Suite 250

Phoenix, AZ 85018

Tel 602.244.2566

Fax 602.244.8947

Website: www.Entellus.com

**EXHIBIT B
TO
ORDINANCE NO. 03-24**

[ODFL Buckeye Rezoning Narrative]

(On File With the City of Buckeye City Clerk's Office)

January 29, 2024

**RE: Citizen Participation Plan Summary – ODFL Buckeye – Rezone and Minor General Plan Amendment
City Project #'s PLZZ-23-00013 and PLZU-23-00009
City Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J**

This document is being provided to summarize the public participation required under the ODFL Buckeye Project; which, proposes to rezone (6) six parcels to I-1 along with a minor general plan amendment from neighborhood and business to employment. A summary of the primary public participation components is as follows:

NEIGHBORHOOD MEETING – A neighborhood meeting was held on November 15th, 2023 at 6:30 PM at the Buckeye Public Library, Coyote Branch. Written notification was sent via first class mail (15) fifteen days prior to the property owners within 500'. Kyle M. Hoyt, P.E. and Matt Nowell, Director of Real Estate for ODFL, presented the proposed project and all major review components including site plan, conditional use, rezoning, and general plan amendment. (2) Two neighbors attended the neighborhood meeting along with (2) two Wrublik Children (property owners) and Bart Wingard with the City of Buckeye. The (2) two neighbors present were understandably not excited to see the proposed change to the property currently being used for agricultural purposes; but were accepting of the reasons behind the location of the proposed ODFL facility and logical components supporting the request. Kyle M. Hoyt, P.E. provided direct contact information to the neighbors for any continued questions or information needed throughout the process. Email notification, in addition to mail notification, regarding the February 13th Planning and Zoning Commission has also been provided to the neighbors present at the neighborhood meeting.

PLANNING AND ZONING COMMISSION MAILING NOTIFICATION - Mailing notification was made, via first class mail, (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting. Notice was sent to neighboring property owners within 500'.

PLANNING AND ZONING COMMISSION PUBLISHED NOTICE – Published notice was provided in the Arizona Republic on January 29th, 2024 (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting.

PLANNING AND ZONING COMMISSION POSTED NOTICE – (3) Three signs were installed along the property boundaries on January 29th, 2024 (15) fifteen days prior to the February 13th Planning and Zoning Commission Meeting.

The following exhibits are also being provided to document the public participation plan:

1. Exhibit A – Neighborhood Meeting
 - a. Affidavit of Mailing
 - b. Property Owner Map and List
 - c. Notification Letter
 - d. Landscape Graphic
 - e. Rezoning Exhibit

2. Exhibit B – Mailing Notification
 - a. Affidavit of Mailing
 - b. Property Owner Map and List
 - c. Notification letter
 - d. Rezoning Exhibit
 - e. GPA Exhibit
3. Exhibit C – Published Notice
 - a. Affidavit of Publication
4. Exhibit D – Posted Notice
 - a. Affidavit of Sign Posting
 - b. Sign Pictures

If there are any questions regarding the Citizen Participation Plan, please do not hesitate to contact Kyle M. Hoyt, P.E. at 843-408-3546, or via email at khoyt@hoytberenyi.com.



Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009
Project Name: ODFL Buckeye
Applicant Name: Kyle M. Hoyt
Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

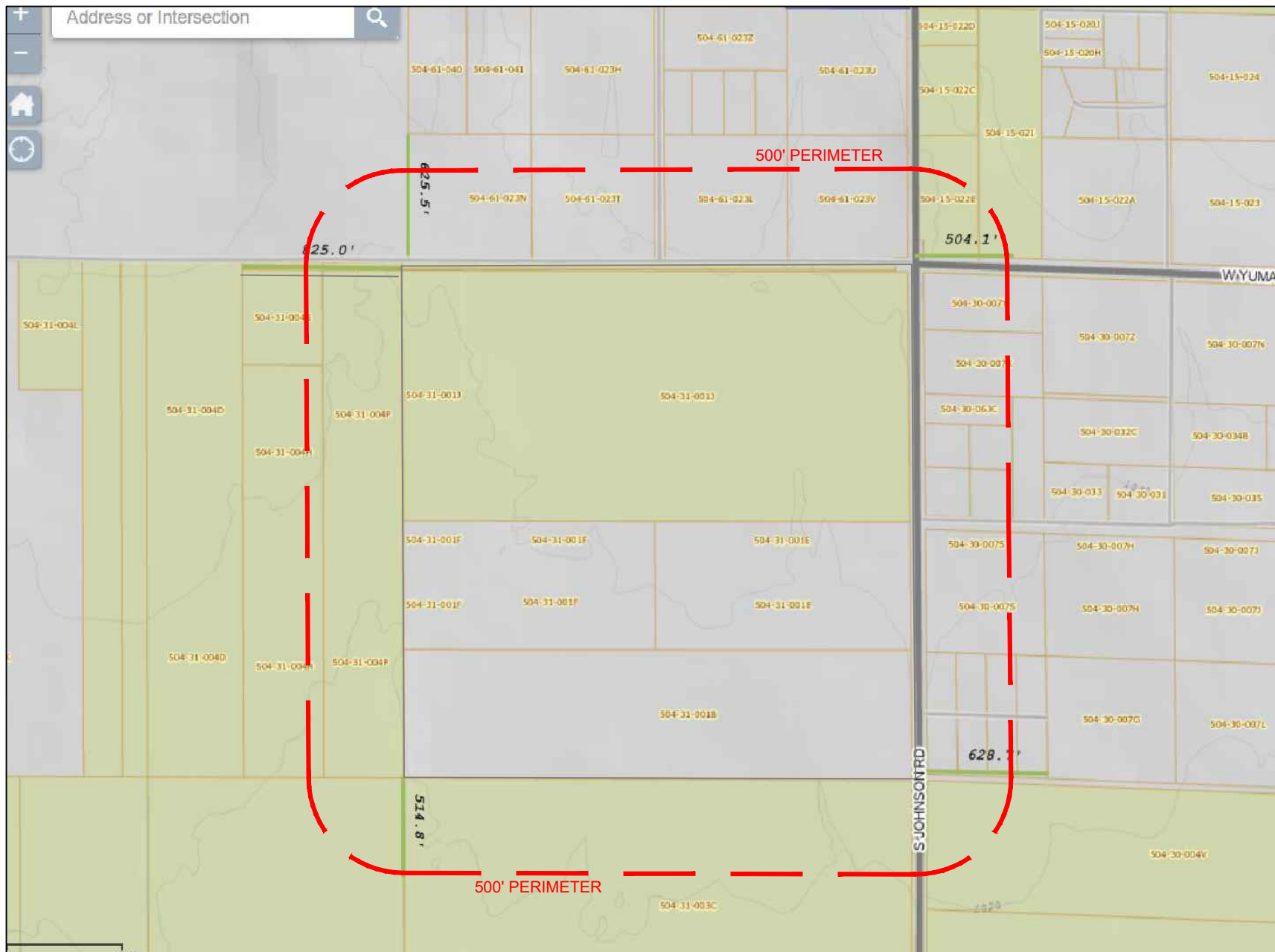
SUBSCRIBED AND SWORN before me this 30th day of October, 2023, by:

Natalie Green
Notary Public

My Commission Expires:

07-11-2033





	Parcel Number	Owner	Mailing Address	Secondary Address
1	S04-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	S04-15-021	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
3	S04-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
4	S04-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
5	S04-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
6	S04-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
7	S04-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
8	S04-30-063F	BURTCHETT TRAVIS/REGINA	1439 S 306TH LN BUCKEYE AZ USA 85326	
9	S04-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
10	S04-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
11	S04-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	
12	S04-30-064A	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
13	S04-30-064B	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
14	S04-30-064C	OSBORN LOGAN T/STACY E	30624 W HOPI ST BUCKEYE AZ USA 85326	
15	S04-30-064D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
16	S04-30-06SA	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
17	S04-30-06SB	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
18	S04-30-06SC	YEA CLAUDIA G/LOPEZ AUDON	30627 W HOPI ST BUCKEYE AZ USA 85326	
19	S04-30-065D	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
20	S04-30-004V	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
21	S04-31-003C	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
22	S04-31-002B	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
23	S04-31-004H	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
24	S04-31-004P	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
25	S04-31-004S	CIRPRIANI HOLDINGS LLC	7181 E CAMELBACK RD UNIT 401 SCOTTSDALE AZ USA 85251	
26	S04-61-023N	LARA NORLEEN F	725S E BROADWAY RD APT 238 MESA AZ USA 85208	
27	S04-61-023T	SINGH JATINDER	309 YUMA BUCKEYE AZ USA 85326	
28	S04-61-023L	GARY W LINDE LIVING TRUST	30832 W YUMA RD BUCKEYE AZ USA 85326	
29	S04-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	



PO Box 1470 Ladson, SC 29516 | 803-483-3556 | www.HoytBerenyi.com

JOB NUMBER:
22-072

DATE:
10/06/23

JOB NAME:
ODFL Buckeye

SCALE:
As Shown

TITLE:
Adjacent Parcels - 500 FT

DRAWN BY:
KMH

CHECKED BY:
KMH

Sheet:

2 of 2

October 30, 2023

**RE: Neighborhood Meeting - ODFL Buckeye – Conditional Use and Rezoning
City Project #PLZU-23-00008 and PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H,
and 504-31-001J**

To Our Neighbors:

We invite you to attend a neighborhood meeting to discuss the proposed conditional use and rezoning requests for the Old Dominion Freight Line (ODFL) Buckeye project. The details of the meeting are as follows:

NEIGHBORHOOD MEETING

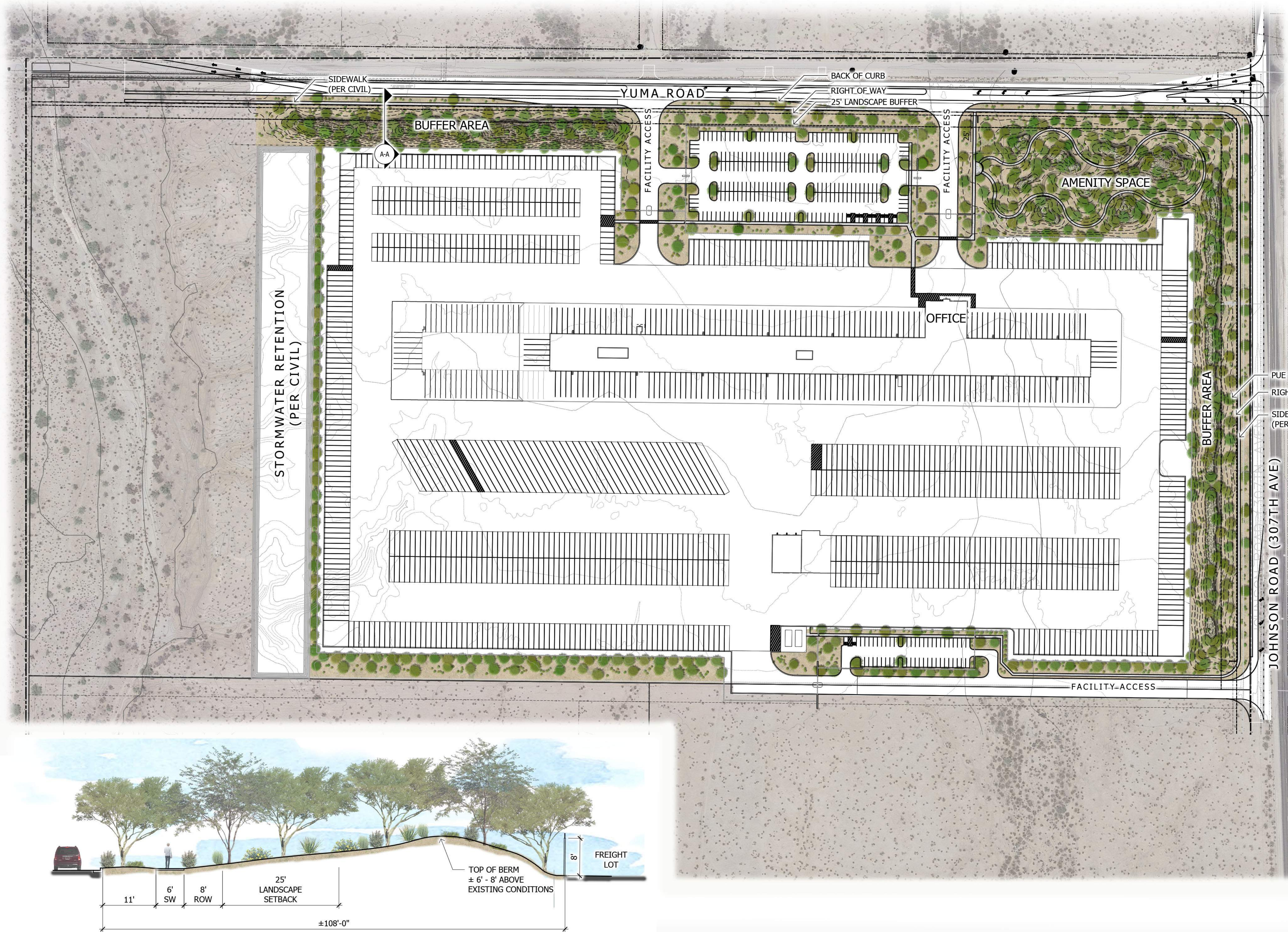
DATE:	Wednesday, November 15 th , 2023
TIME:	6:30 PM
LOCATION:	Buckeye Public Library – Coyote Branch 21699 W. Yuma Road, Suite 116 Buckeye, AZ 85326
APPLICANT/CONTACT PERSON:	Attn: Kyle M. Hoyt, P.E. Hoyt + Berenyi, LLC. 346 Seacoast Parkway, Suite 200 Mount Pleasant, SC 29464 (843) 408-3546 khoyt@hoytberenyi.com

In order to help illustrate the proposed requests we have included a rezoning exhibit, site plan, and landscape plan graphic.

Portions of the overall acreage are currently zoned Rural Residential in the City of Buckeye. The remaining acreage is zoned RU-43 in Maricopa County. The County parcels will be annexed into the City, and all parcels are proposed to be rezoned to Light Industrial, I-1. Motor Freight Terminal is identified as a conditional use within the I-1 district.

We look forward to discussing the project in further detail including the employment opportunities that will help strengthen the economic base.

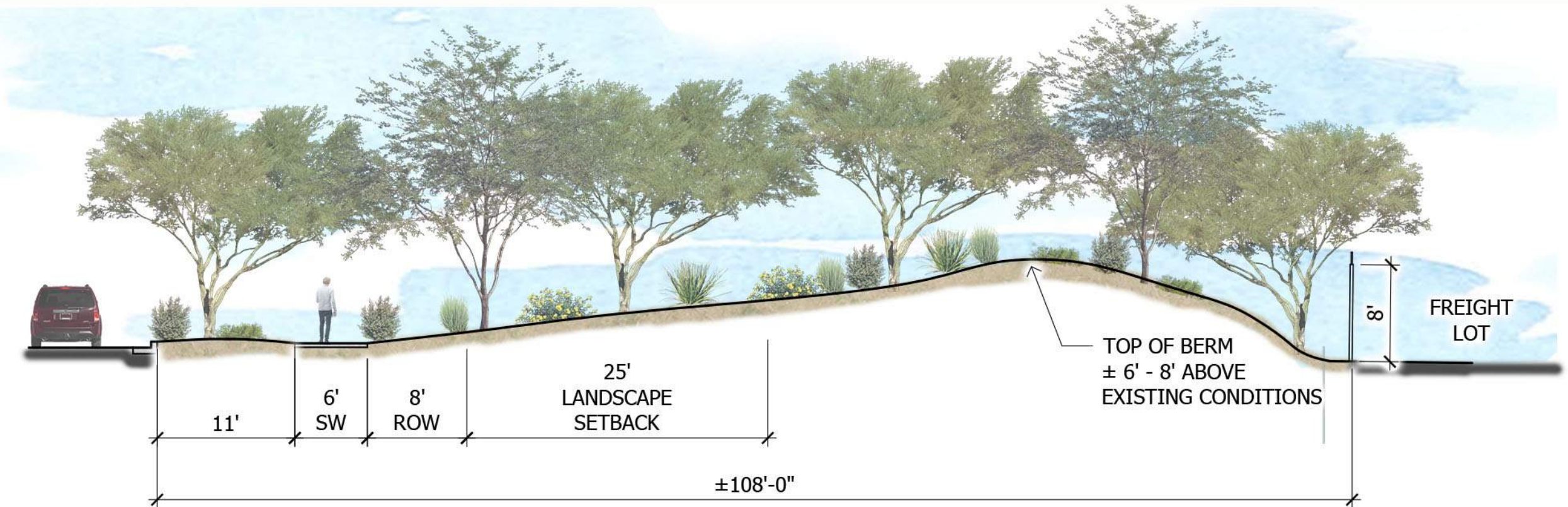
If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. If you are unable to attend or require additional information, you may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.



LANDSCAPE SITE DATA		
Site Area	3,513,337 sf	80.65 acres
10% Open Space Required	351,334 sf	
Landscape Areas		Required
Perimeter Landscape: (3,237 Linear Feet @ Required 25' Setback)	80,925 sf	80,925 sf
Site Amenity Area Requirement (2% of Site Area)	70,267 sf	109,787 sf
Open Space Area	200,142 sf	360,816 sf
Total Landscape Open Space	351,334 sf	551,528 sf
Landscape Planting Requirements		Required
Tree Requirement (1 Tree per 600 sq. ft.)	451	438
Plant Requirement (5 plants per 600 sq. ft.)	2,253	2,189
Perimeter Landscape Planting Requirements		Required
Tree Requirement (1 Tree per 30 in. ft.)	108	121
Plant Requirement (5 plants per 30 in. ft.)	540	596
Parking Island Landscape Requirements		Required
Tree Requirement (1 Tree per Island)	8	8
Plant Requirement (3 Plants per Island)	24	32
Total Trees	567	567
Total Plants	2,817	2,817
Tree Box Size Requirements		Required
60% - 24" Box or Larger	340	340
35% - 36" Box or Larger	198	198
5% - 48" Box or Larger	28	28

Plant Materials Legend

Tree	Box	Qty
Caesalpinia cactalaco	24"	29
Cascalote		
Chilopsis linearis	24"	101
Desert Willow		
Ebenopsis ebano	36"	144
Texas Ebony		
Olneya tesota	24"	47
Desert Ironwood		
Parkinsonia floridum	48"	28
Blue Palo Verde		
Parkinsonia floridum	24"	34
Blue Palo Verde		
Parkinsonia microphylla	24"	38
Foothills Palo Verde		
Prosopis hybrid	24"	78
Thornless Mesquite		
Prosopis velutina	36"	56
Velvet Mesquite		
Quercus virginiana	24"	12
Southern Live Oak		
Extra Large Shrubs		Size Qty
Eucalyptus Stans	5 gal.	186
Yellow Bells		
Vauquelinia californica	5 gal.	88
Arizona Rosewood		
Large Shrubs		Size Qty
Calliandra californica	5 gal.	318
Red Fairy Duster		
Larrea tridentata	5 gal.	274
Creosote		
Leucophyllum langmaniae 'Lynn's Legacy'	5 gal.	328
Lynn's Legacy Sage		
Viguiera deltoidea	5 gal.	272
Goldeneye		
Medium Shrubs		Size Qty
Encelia farinosa	5 gal.	196
Brittlebush		
Eremophila hygrophanha Blue Bells	5 gal.	278
Blue Bells		
Groundcovers		Size Qty
Verbena gooddingii	1 gal.	758
Gooding Verbena		
Cacti/ Accents		Size Qty
Asclepias subulata	5 gal.	39
Desert Milkweed		
Dasylium wheeleri	5 gal.	31
Desert Spoon		
Yucca pallida	5 gal.	49
Pale Leaf Yucca		
No Symbol	Decomposed Granite	
Symbol	Stabilized Decomposed Granite	



A-A YUMA ROAD LANDSCAPE SECTION
SCALE: 1:10

PARKING TABULATION:

REQUIRED - 1 SPACE/1,500 SF GFA
X 155,550 SF (INCLUDES FUTURE)
 104 SPACES REQUIRED

PROVIDED - 282 TOTAL SPACES
 (15 SPACES, 5% MUST BE RESERVED
 FOR ELECTRIC VEHICLES)

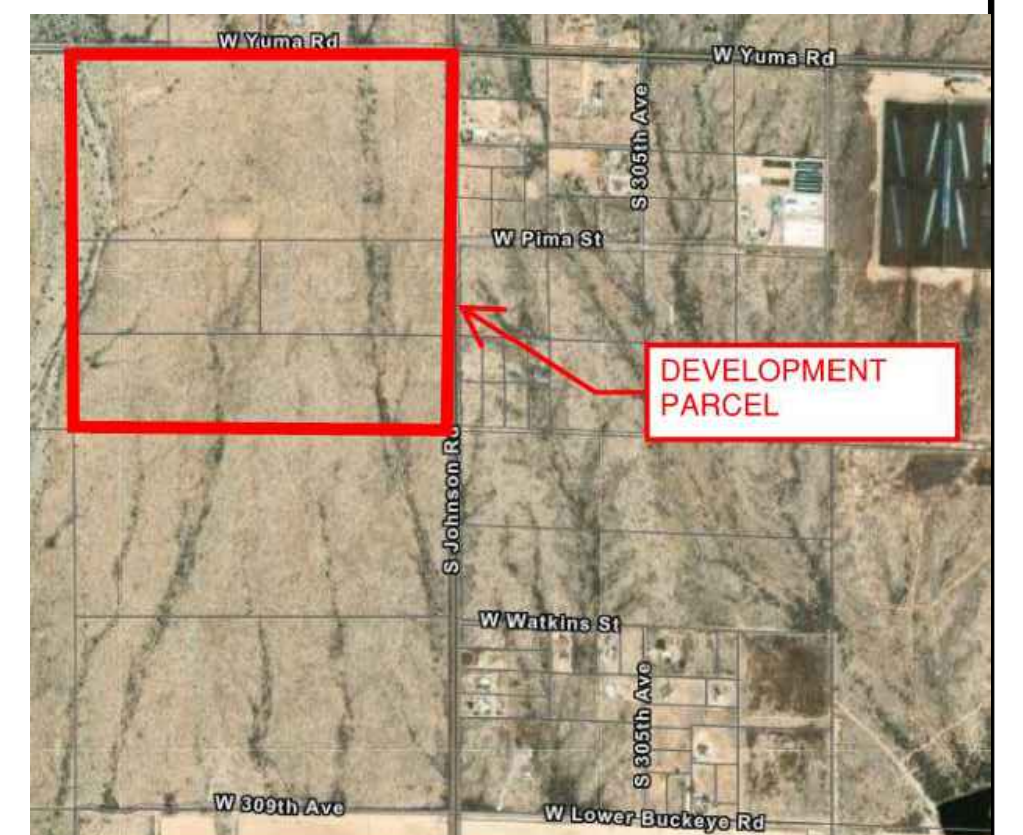
SITE INFORMATION

PROPOSED ZONING:

SITE AREAS:	ODFL = ±3,146,759 SF (72.24 AC.) RESIDUAL SITE AREA = ±3,412,758 SF (78.35 AC.)
REQUIRED SETBACKS:	FRONT - 40' ALONG ARTERIALS SIDE - 20' (ASSUMES FUTURE INDUSTRIAL ADJACENT) REAR - 20' (ASSUMES FUTURE INDUSTRIAL ADJACENT)
EXISTING LAND USE:	UNDEVELOPED
PROPOSED LAND USE:	ODFL FREIGHT TERMINAL AND FUTURE INDUSTRIAL
PROPOSED INTENSITY:	AT THIS TIME 2 BUILDINGS ON ONE LOT
DRIVEWAYS:	SEE PLAN
PARKING:	SEE TABULATION AND PLAN
FIRE LANES AND HYDRANTS:	SEE PLAN
PHASING PLANS:	SINGLE CONSTRUCTION PHASE

GENERAL NOTES

1. SIGN REGULATIONS, PARKING REGULATIONS, AND ADDITIONAL REQUIREMENT SHALL CONFORM TO THE CITY OF BUCKEYE DEVELOPMENT CODE.
2. ALL COMMERCIAL AND INDUSTRIAL SITE PLANS SHALL COMPLY WITH THE COMMERCIAL & INDUSTRIAL DESIGN STANDARDS AND GUIDELINES IN THE CITY OF BUCKEYE DEVELOPMENT CODE.

VICINITY MAP

PLAN NAME	ODFL BUCKEYE
-----------	--------------

OVERALL SITE PLAN

ENGINEER INFORMATION



P.O. Box 1470 Ladson, SC 29456 | 843.408.3546 | www.HoytBerenyi.com

COB PERMITTING
APPROVED SEAL

COB ENGINEERING
APPROVED SEAL

AS-BUILT SEAL

DESIGN SEAL



ORIGINAL PLAN DATE

LATEST REVISION DATE

09/08/2023

PROJECT

SHEET NUMBER

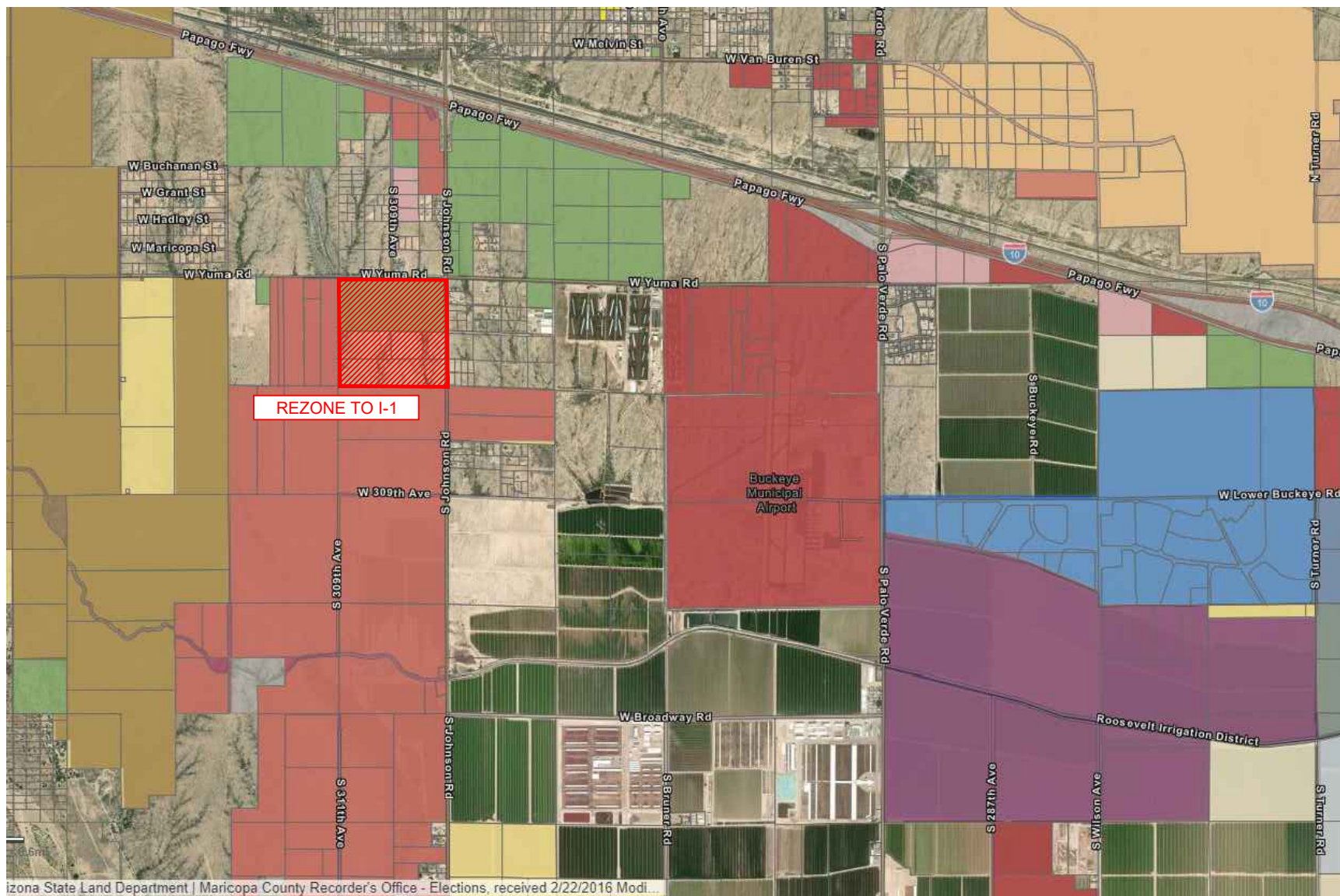
of 1 | 5

OB	
OB	

Page 6 of 7

EXHIBIT A

Page 6 of 7



Arizona State Land Department | Maricopa County Recorder's Office - Elections, received 2/22/2016 Mod...



P.O. Box 1470 Ladson, SC 29516 | 803-280-3500 | www.HoytBerenyi.com

EXHIBIT A

JOB NUMBER:
22-072

DATE:
09/19/2023

JOB NAME:
ODFL Buckeye

SCALE:
As Shown

TITLE:
Rezoning Exhibit

DRAWN BY:
KMH

CHECKED BY:
KMH

Sheet:

1 of 1

Page 7 of 7



Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009

Project Name: ODFL Buckeye

Applicant Name: Kyle M. Hoyt

Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 24th day of January, 2024, by:

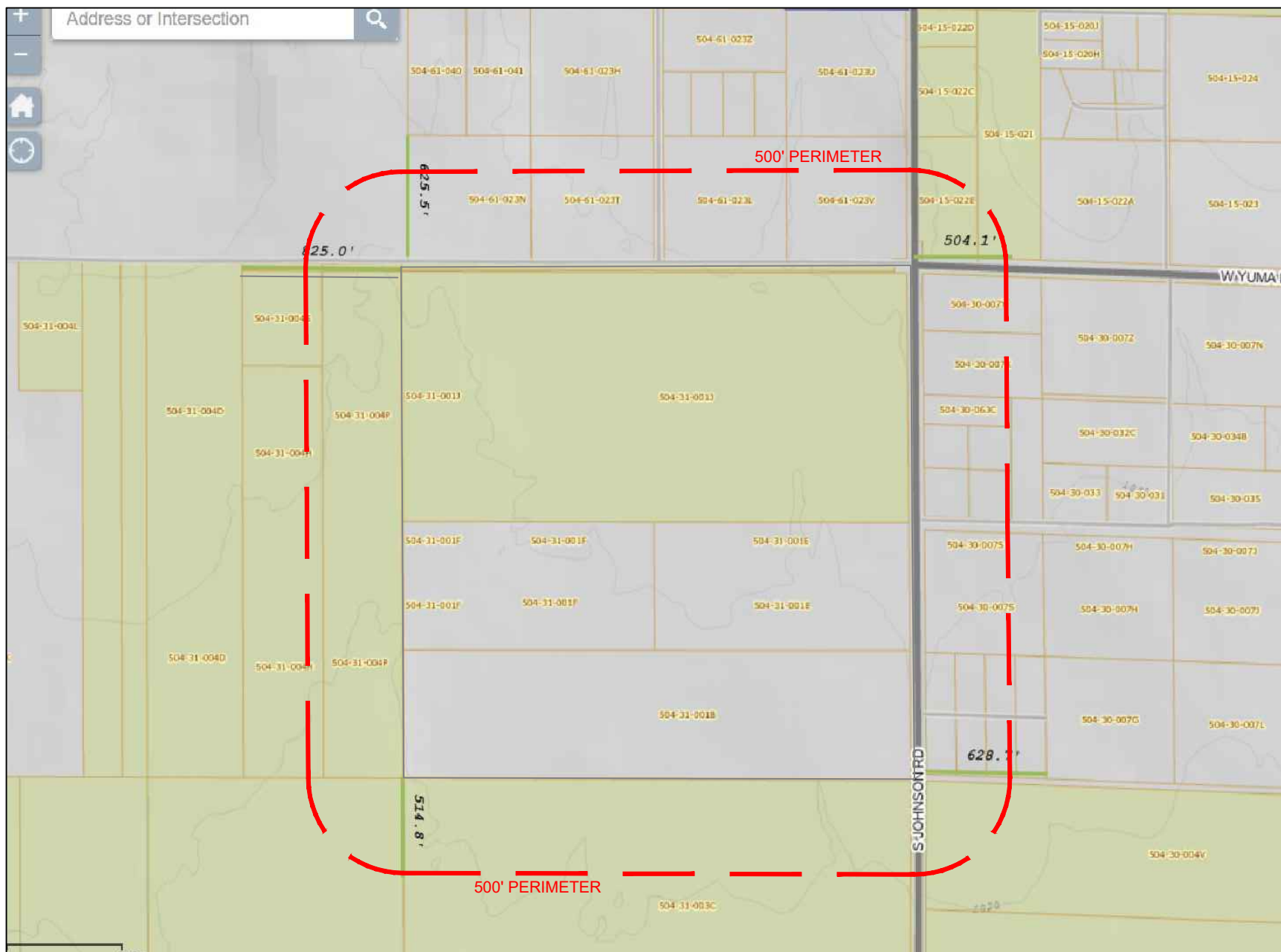
Jakob G. Bereny Jakob G. Bereny

Notary Public

My Commission Expires:

05/04/2028





	Parcel Number	Owner	Mailing Address	Secondary Address
1	S04-15-022E	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
2	S04-15-021	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052	
3	S04-30-007Y	TRUSCHEL ANN LOUISE	1213 S JOHNSON BUCKEYE AZ USA 85326	
4	S04-30-007X	LUNA ARISTEO P/MARIA L	1221 S JOHNSON RD BUCKEYE AZ USA 85326	
5	S04-30-063C	MARQUEZ SAMUEL	19939 W WILSON ST BUCKEYE AZ USA 85326	
6	S04-30-062	ZAVALA NASHIELI	4812 W. CHRISTY DR GLENDALE AZ USA 85304	
7	S04-30-063G	ZAKHIA JOSEPH/DIAMYNDE	1448 S 306TH LN BUCKEYE AZ USA 85326	
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9	S04-30-063D	MARTINEZ JOEL	1506 S 306TH LN BUCKEYE AZ USA 85326	
10	S04-30-063E	GUERRERO JULIO ALBERTO/LEYVA ALEJANDRA FL	1503 S 306TH LN BUCKEYE AZ USA 85326	
11	S04-30-007S	LANDINGER B G/VINGER CHRISTOPHER ETAL	4529 E CLEARWATER PKWY PARADISE VALLEY AZ USA 85253	
12	S04-30-064A	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
13	S04-30-064B	ES INVESTMENTS LLC	1417S W INDIAN SCHOOL RD STE B4-S42 GOODYEAR AZ USA 8539S	9102 W MISSOURI AVE GLENDALE AZ 85305
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29	S04-61-023V	STEWART/SHERPICK FAMILY MINORITY TRUSTS	88 KESINGTON RD PORTSMOUTH NH USA 03801	

January 26, 2024

RE: ODFL Buckeye – Rezoning and General Plan Amendment Request
City Project #PLZU-23-00009 and #PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

To Our Neighbors:

We would like to inform you that Hoyt + Berenyi, LLC. has applied to rezone (6) six parcels from RR-1 to I-1, and amend the general plan from neighborhood and business to employment; Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J. These parcels are located on the western side of Johnson Road extending approximately 2,600 ft south of the intersection of Yuma Road. An exhibit for both the rezoning and general plan amendment are attached to better illustrate the subject parcels and associated requests. The City of Buckeye Planning and Zoning Commission will be holding a public hearing to consider this request at the February 13th meeting. Details of this meeting are as follows:

City of Buckeye Planning and Zoning Commission

Date: February 13th, 2024

Time: 6:00 PM

Where: City Council Chambers
530 E Monroe Avenue
Buckeye, AZ

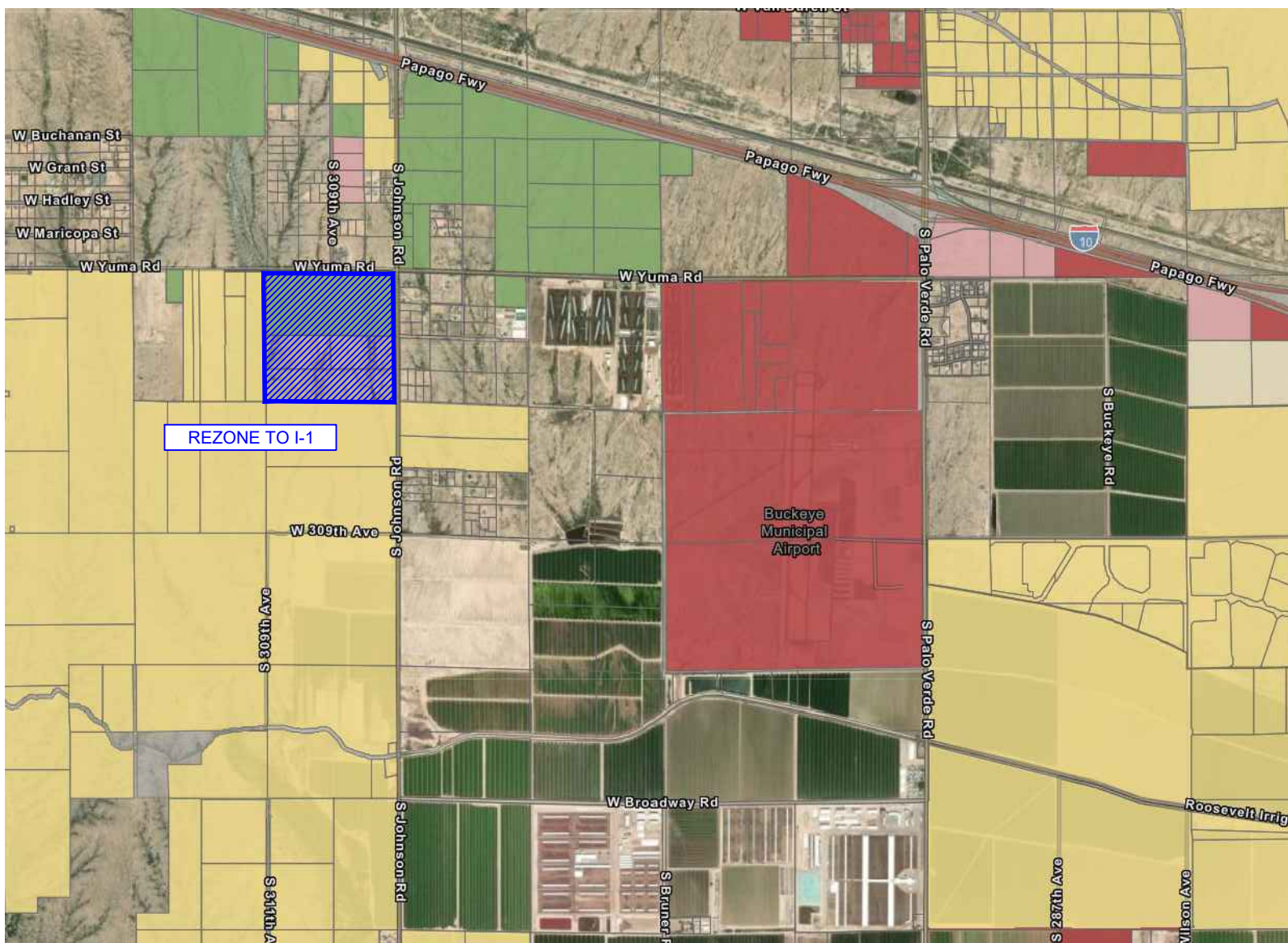
Case #: PLZU-23-00009 and PLZZ-23-00013

Applicant/Contact Person: Attn: Kyle M. Hoyt, P.E.
Hoyt + Berenyi, LLC.
346 Seacoast Parkway, Suite 200
Mount Pleasant, SC 29464
(843) 408-3546
khoyt@hoytberenyi.com

If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. You may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.

Zoning

- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
- Neighborhood Mixed Use (NMU)
- Downtown Commercial, DC
- Community Commercial (C-2)
- Regional Commercial (C-3)
- Business Park (BP)
- Light Industrial (I-1)
- Heavy Industrial (I-2)
- Rural Residential (RR)
- Planned Residential (PR)
- Mixed Residential (MR)
- Planned Community (PC)
- Commercial Center (CC)
- General Commerce (GC)
- Special Use (SU)



P.O. Box 1470 Ladson, SC 29024-0470 | www.HoytBerenyi.com

JOB NUMBER:
22-072

DATE:
11/15/2023

JOB NAME:
ODFL Buckeye

SCALE:
As Shown

TITLE:
Rezoning Exhibit

DRAWN BY:
KMH

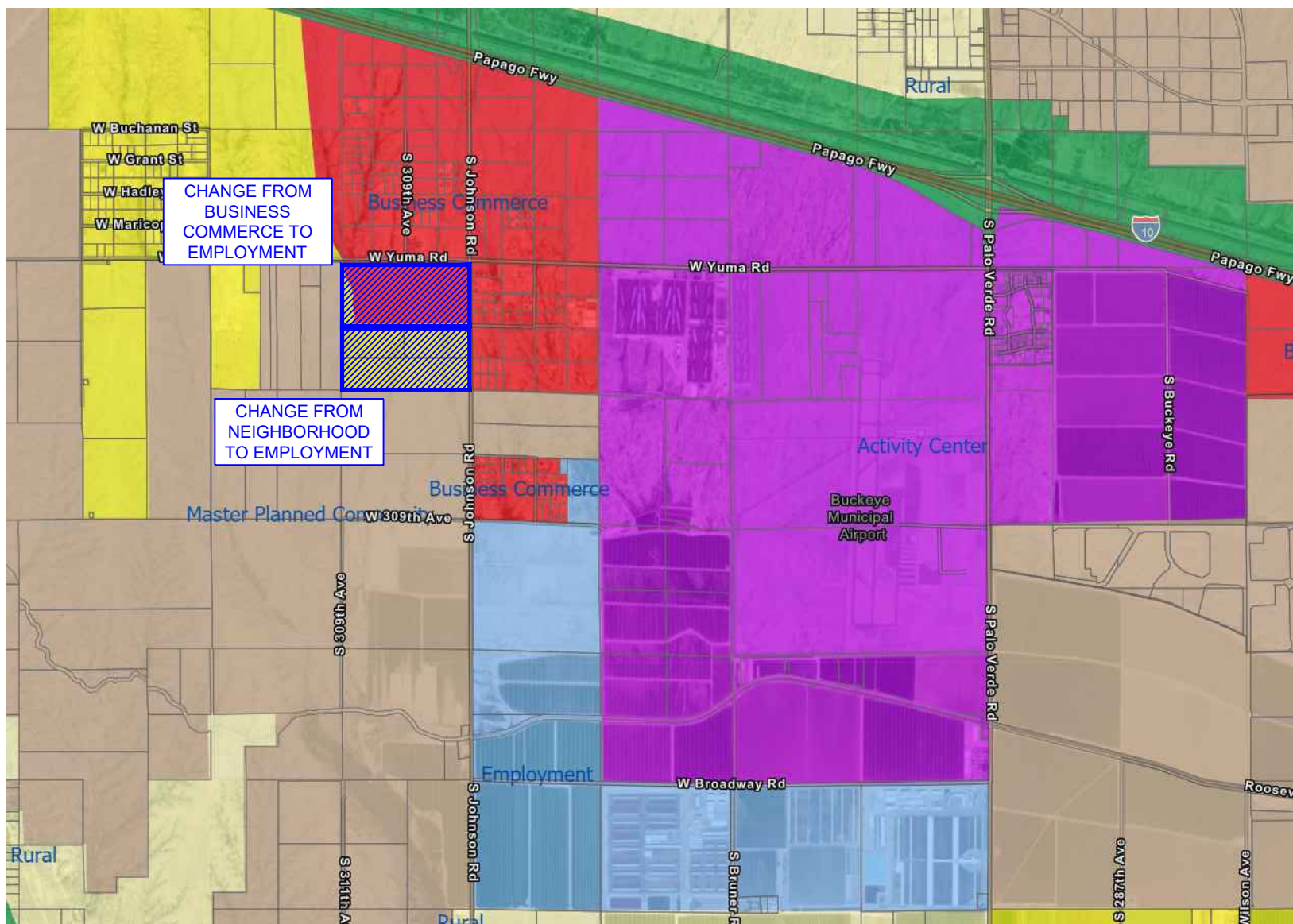
CHECKED BY:
KMH

Sheet:

1 of 1

General Plan Land Use

- Activity Center
- Agriculture
- Business Commerce
- Employment
- Luke Compatibility Area
- Master Planned Community
- Military
- Neighborhood
- Open Space
- Rural



THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

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PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HOYT & BERENYI
346 SEACOAST PKWY # 200
MOUNT PLEASANT, SC 29464-8383

This is not an invoice

Order # 0005876573 # of Affidavits 1

P.O # ODFL Buckeye

Issues Dated:

01/29/24

STATE OF WISCONSIN } **SS.**
COUNTY OF BROWN

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.



Sworn to before me this

29 TH day of
JANUARY 2024



Notary Public

My Commission expires: 9/9/25

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, February 13, 2024 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. **PLZA-23-00013** and **PLZU-23-00009**: Request by Hoyt + Berenyi, LLC, for the approval of a rezoning from RR-1 to I-1, and minor general plan amendment from neighborhood and business to employment, for (6) six parcels, Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J located at the western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600', being in the NE 1/4 of Section 13 T1N R5W.
For additional information, please contact the Development Services Department at (623) 349-6211
Pub: Jan. 29, 2024

VICKY FELTY
Notary Public
State of Wisconsin

Affidavit of Sign Posting

Case Number: PLZZ-23-00013 and PLZU-23-00009

Project Name: ODFL Buckeye

Applicant Name: Kyle M. Hoyt

Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

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 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 ten (10) days after the 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) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 29 day of January, 2024,
by:

Notary Public

My Commission Expires:

05/04/2028



City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: February 13, 2024 at 6:00 PM
LOCATION OF HEARINGS:
City Council Chambers
530 E Monroe Ave at 6:00 PM
REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT
PROPOSAL: PROPOSED REZONING FROM RR-1 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J
GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.
SIZE: 158.28 ACRES
CASE #: PLZM-23-00009 AND PLZZ-23-00013
APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546
Development Services Department: 623-349-6211
Posting Date: JANUARY 29, 2024

MONDAY, JANUARY 29, 2024

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: February 13, 2024 at 6:00 PM
LOCATION OF HEARINGS:
City Council Chambers
530 E Monroe Ave at 6:00 PM
REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT
PROPOSAL: PROPOSED REZONING FROM RR-1 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J
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Development Services Department: 623-349-6211
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MONDAY, JANUARY 29, 2024

City of Buckeye
PUBLIC HEARING
 Planning and Zoning Commission: February 13, 2024 at 6:00 PM
LOCATION OF HEARINGS:
 City Council Chambers
 530 E Monroe Ave at 6:00 PM
REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT
PROPOSAL: PROPOSED REZONING FROM RR-1 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-0010, 504-31-0012, 504-31-0013, 504-31-0014, 504-31-0015, AND 504-31-0016
GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD. EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.
SIZE: 158.28 ACRES
CASE #: PLZM-23-00009 AND PLZZ-23-00013
APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546
 Development Services Department: 623-349-6211
 Posting Date: JANUARY 29, 2024



MONDAY, JANUARY 29, 2024

ODFL GPA and Rezone
March 5, 2024 City Council Meeting
Notifications

PLZU-23-00009 and PLZZ-23-00013

Affidavit of Mailing Notice

Case Number: PLZZ-23-00013 and PLZU-23-00009

Project Name: ODFL Buckeye

Applicant Name: Kyle M. Hoyt

Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____



SUBSCRIBED AND SWORN before me this 19 day of February, 2024, by:


Notary Public

My Commission Expires:

05/04/2028



February 16, 2024

RE: ODFL Buckeye – Rezoning and General Plan Amendment Request
City Project #PLZU-23-00009 and #PLZZ-23-00013
Parcel #'s 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

To Our Neighbors:

We would like to inform you that Hoyt + Berenyi, LLC. has applied to rezone (6) six parcels from RR-1/SF-43 to I-1, and amend the general plan from neighborhood and business to employment; Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J. These parcels are located on the western side of Johnson Road extending approximately 2,600 ft south of the intersection of Yuma Road. An exhibit for both the rezoning and general plan amendment are attached to better illustrate the subject parcels and associated requests. The City of Buckeye City Council will be holding a public hearing to consider this request at the March 5th meeting. Details of this meeting are as follows:

City of Buckeye Planning and Zoning Commission

Date: March 5th, 2024

Time: 6:00 PM

Where: City Council Chambers
530 E Monroe Avenue
Buckeye, AZ

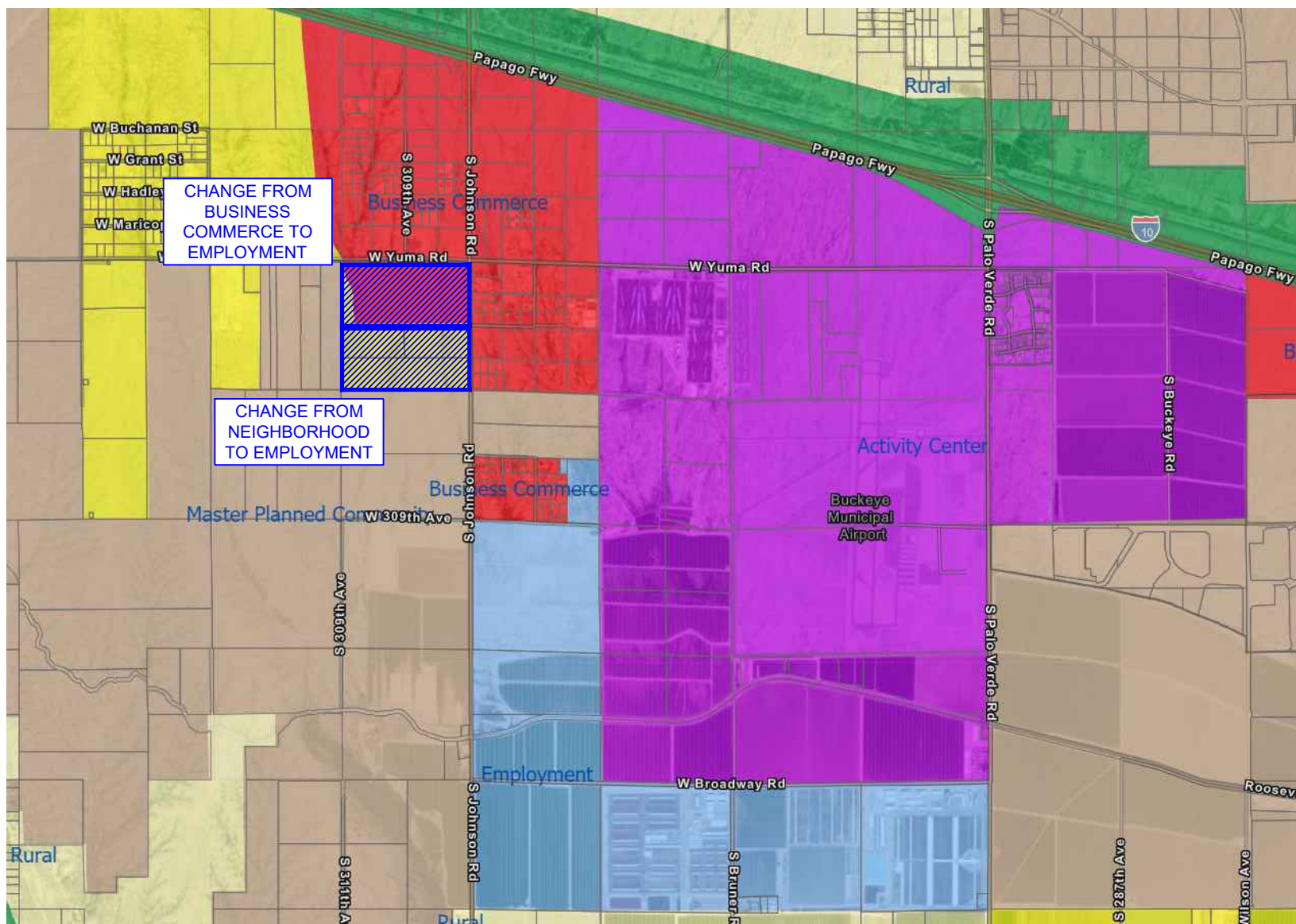
Case #: PLZU-23-00009 and PLZZ-23-00013

Applicant/Contact Person: Attn: Kyle M. Hoyt, P.E.
Hoyt + Berenyi, LLC.
346 Seacoast Parkway, Suite 200
Mount Pleasant, SC 29464
(843) 408-3546
khoyt@hoytberenyi.com

If you have any questions, please do not hesitate to reach out to Kyle M. Hoyt at the information listed above. You may also contact the City of Buckeye Planning & Zoning Division at planningandzoning@buckeyeaz.gov, or by phone at 623-349-6211.

General Plan Land Use

- Activity Center
- Agriculture
- Business Commerce
- Employment
- Luke Compatibility Area
- Master Planned Community
- Military
- Neighborhood
- Open Space
- Rural



JOB NUMBER:

22-072

JOB NAME:

ODFL Buckeye

TITLE:

General Plan Amendment Areas

Sheet:

1 of 1

DATE:

11/15/2023

SCALE:

As Shown

DRAWN BY:

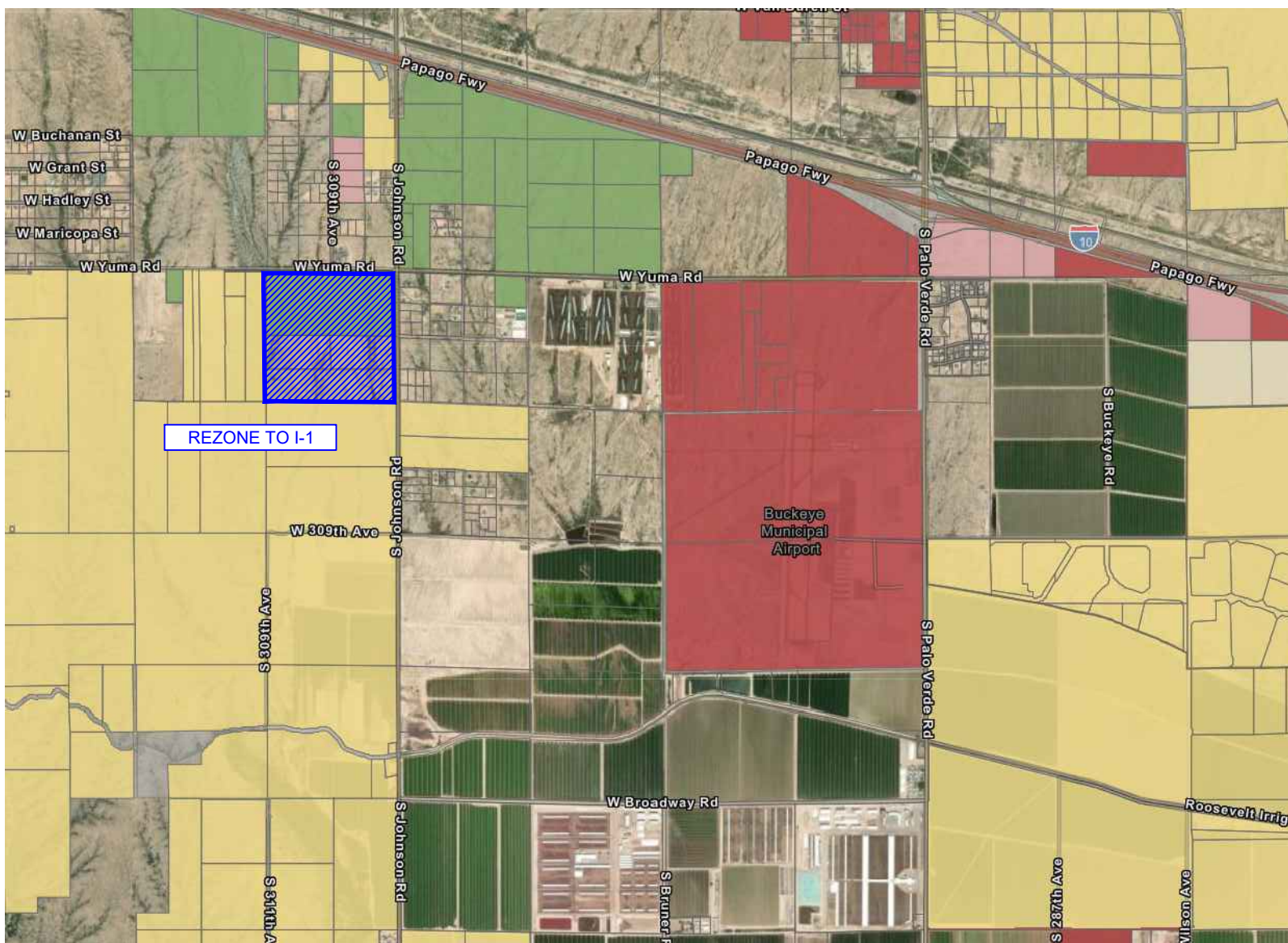
KMH

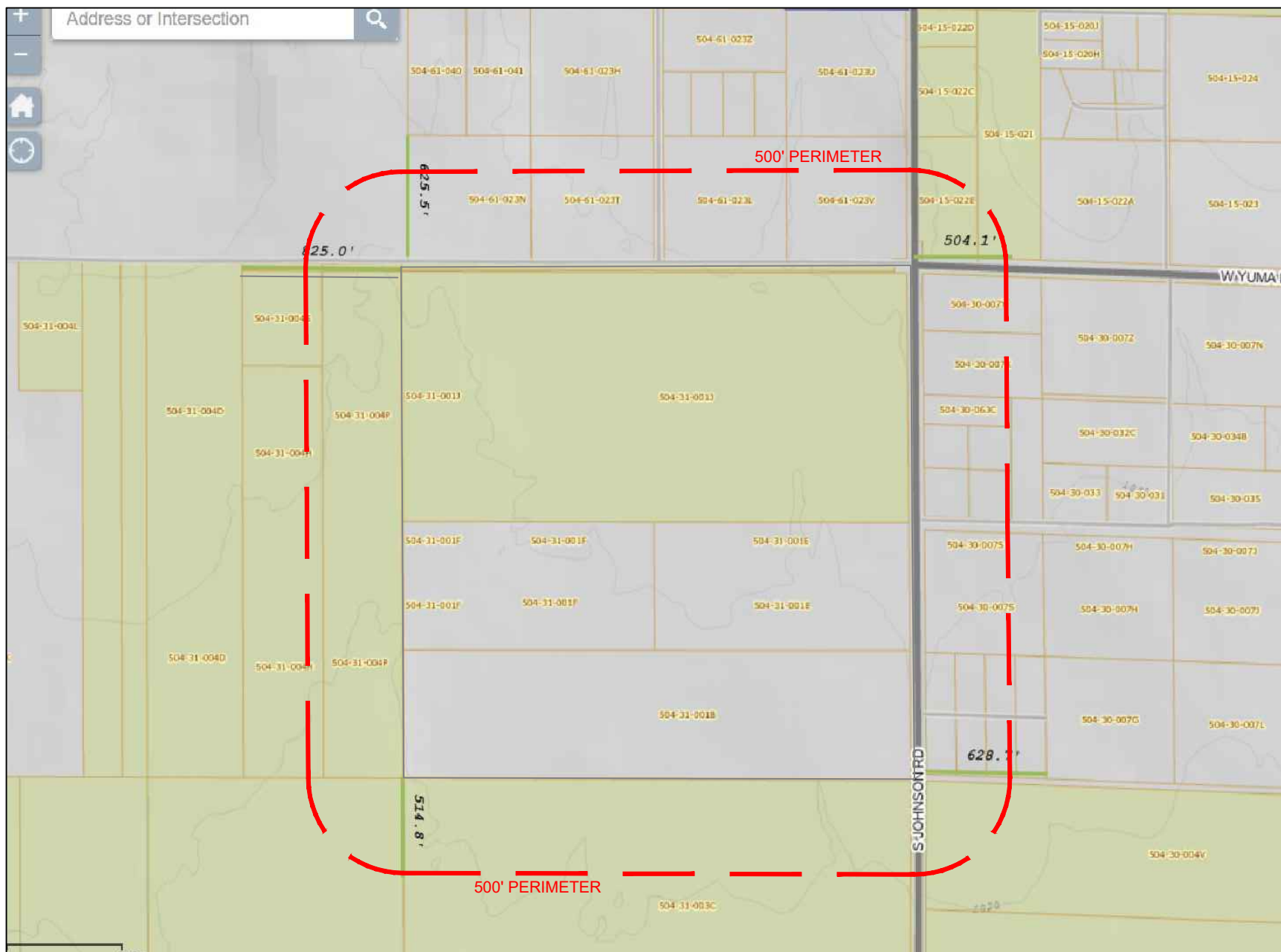
CHECKED BY:

KMH

Zoning

- Agricultural (AG)
- Single Family Rural Residential (SF-43)
- Single Family Residential 6 (SF-6)
- Single Family Residential 3 (SF-3)
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Affidavit of Sign Posting

Case Number: PLZZ-23-00013 and PLZU-23-00009
Project Name: ODFL Buckeye
Applicant Name: Kyle M. Hoyt
Location: Western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600'.

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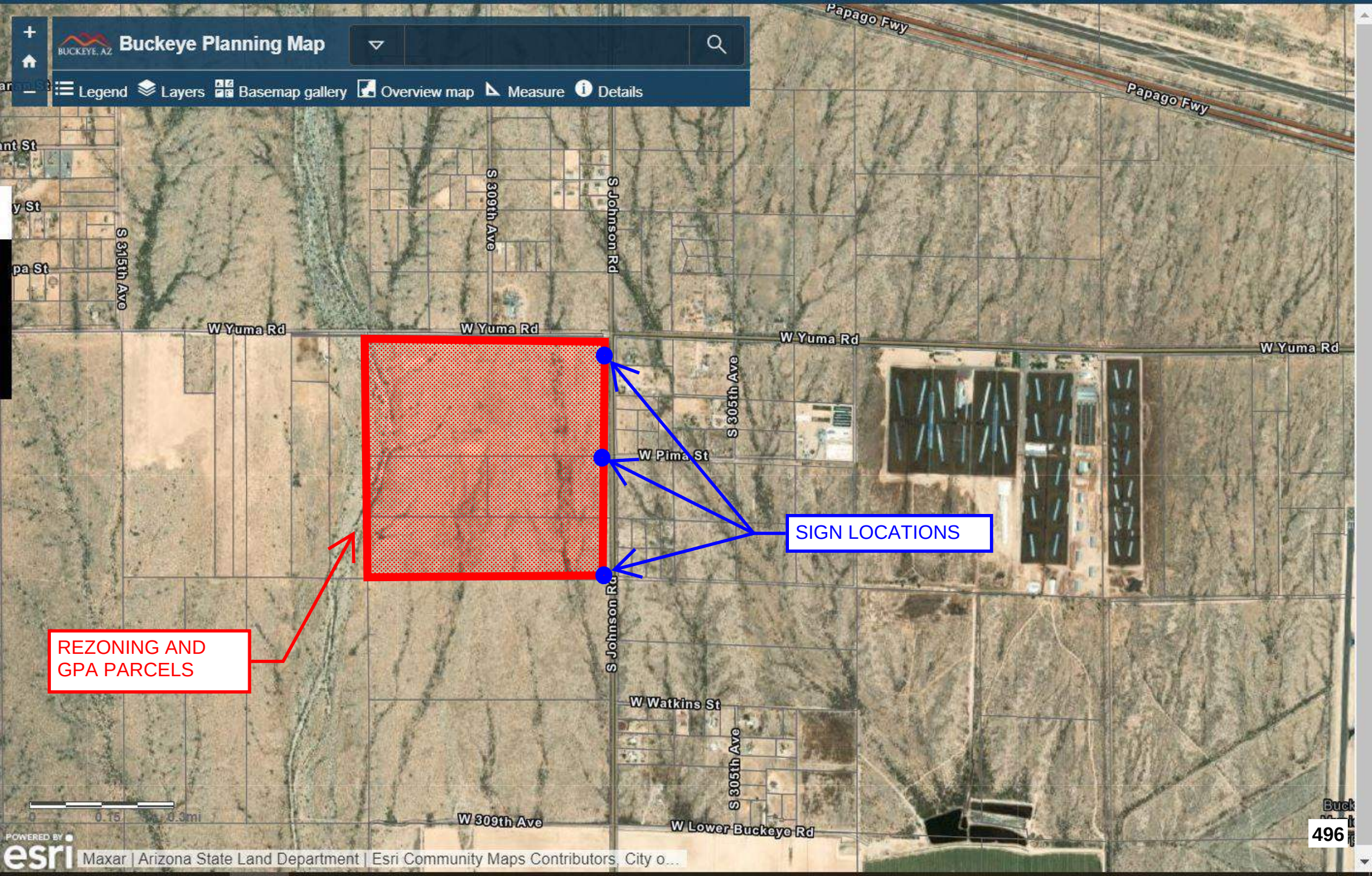
SUBSCRIBED AND SWORN before me this 19 day of February, 2024,
by:

 Notary Public

My Commission Expires:

05/04/2028





REZONING AND
GPA PARCELS

SIGN LOCATIONS

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

SIZE: 158.28 ACRES

CASE #: PLZU-23-00009 AND PLZZ-23-00013

**APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546**

Development Services Department: 623-349-6211

Posting Date: FEBRUARY 19, 2024

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL
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OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G,
504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING
APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

SIZE: 158.28 ACRES

CASE #: PLZU-23-00009 AND PLZZ-23-00013

APPLICANT/CONTACT: KYLE M. HOYT, P.E.
PHONE #: 843-408-3546

Development Services Department: 623-349-6211

Posting Date: FEBRUARY 19, 2024

City of Buckeye
PUBLIC HEARING

City Council: March 5, 2024 at 6:00 PM

LOCATION OF HEARINGS:

City Council Chambers
530 E Monroe Ave at 6:00 PM

REQUEST: REZONING AND MINOR GENERAL PLAN AMENDMENT

PROPOSAL: PROPOSED REZONING FROM RR-1/SF-43 TO I-1, AND GENERAL PLAN AMENDMENT FROM NEIGHBORHOOD AND BUSINESS TO EMPLOYMENT, OF (6) SIX PARCELS; 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, AND 504-31-001J

GENERAL LOCATION: WESTERN SIDE OF JOHNSON RD, EXTENDING APPROXIMATELY 2,600' SOUTH OF THE INTERSECTION WITH YUMA RD.

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Posting Date: FEBRUARY 19, 2024



THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

This is not an Invoice

PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

HOYT & BERENYI
346 SEACOAST PKWY # 200
MOUNT PLEASANT, SC 29464-8383

Order # 0005880419-01

Issue Dated:

02/16/24

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, March 5, 2024 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:

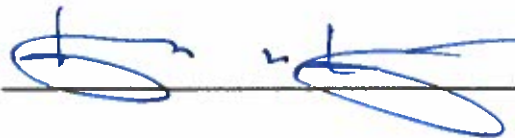
Case No. PLZZ-23-00013 and PLZU-23-00009: Request by Hoyt + Berenyi, LLC. for the approval of a rezoning from RR-1/SF-43 to I-1, and minor general plan amendment from neighborhood and business to employment, for (6) six parcels, Parcel Numbers 504-31-001B, 504-31-001E, 504-31-001F, 504-31-001G, 504-31-001H, and 504-31-001J located at the western side of Johnson Road, extending south of the Intersection Yuma Road approximately 2,600', being in the NE 1/4 of Section 13 T1N R5W.

For additional information, please contact the Development Services Department at (623) 349-6211

Pub: Feb 19, 2024

I confirm the copy hereto attached is a true copy of the advertisement published in the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima, and Pinal, in the State of Arizona, in the issue date indicated.

Applicant's / Representative's signature:



SUBSCRIBED AND SWORN before me this 19 day of February, 2024, by:

 Jakob G. Berenyi
 Notary Public

My Commission Expires:

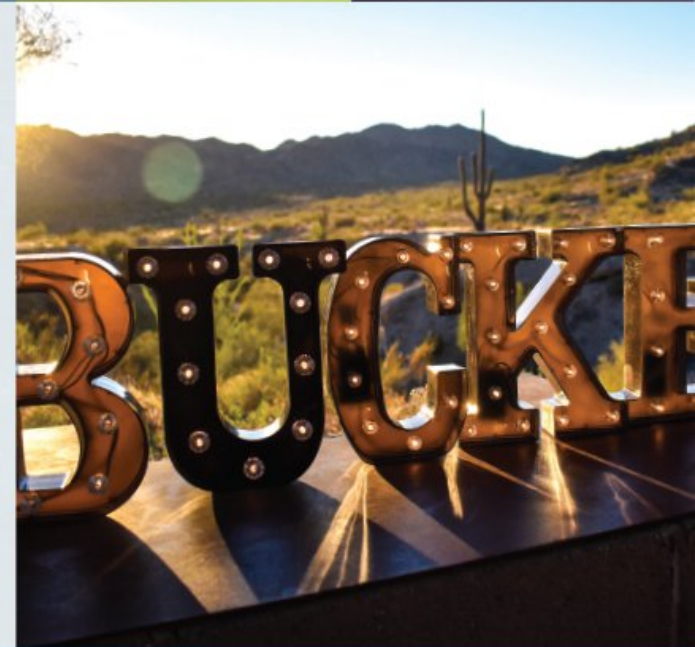
05/04/2028

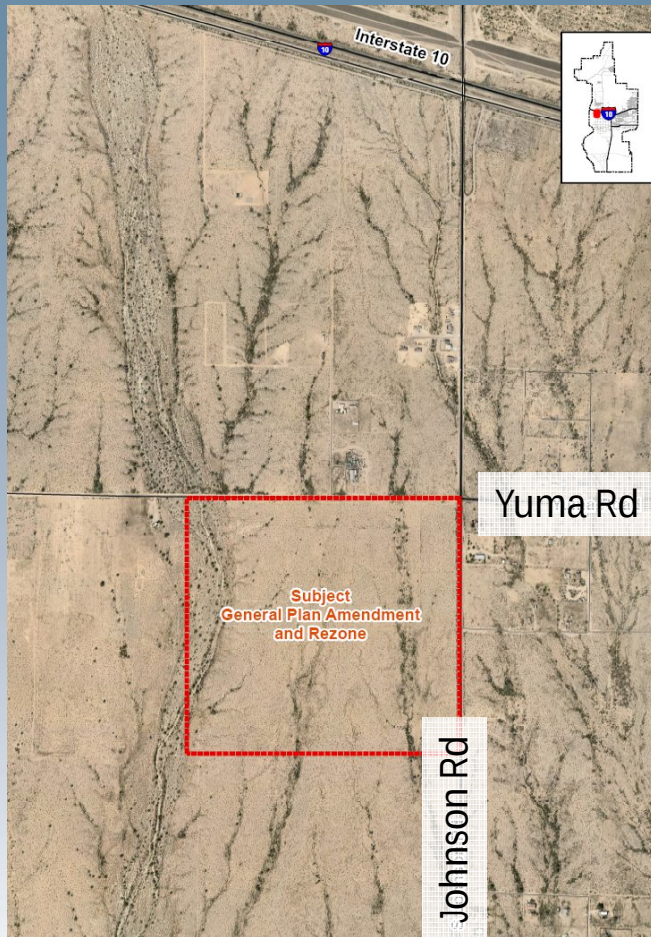


Old Dominion Freight Lines Minor General Plan Amendment and Rezoning

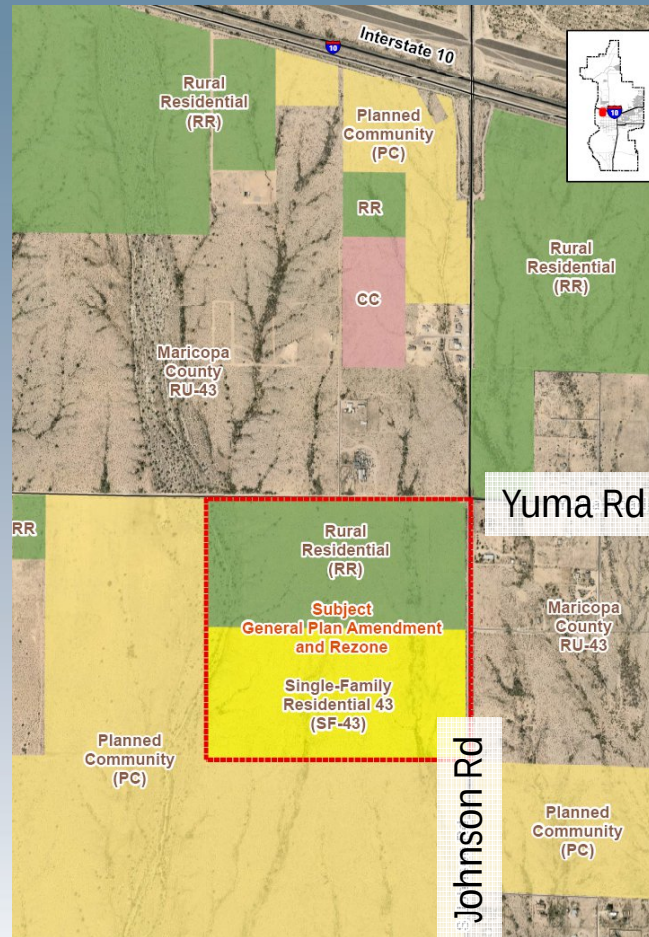
City Council
March 5, 2024

Cases PLZU-23-00009 and PLZZ-23-00013

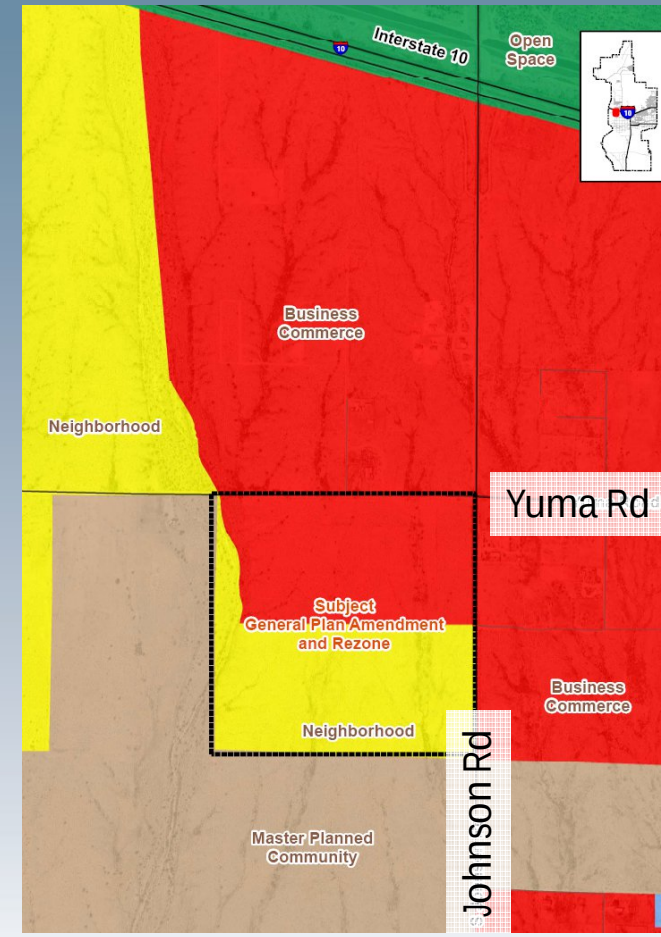




Vicinity

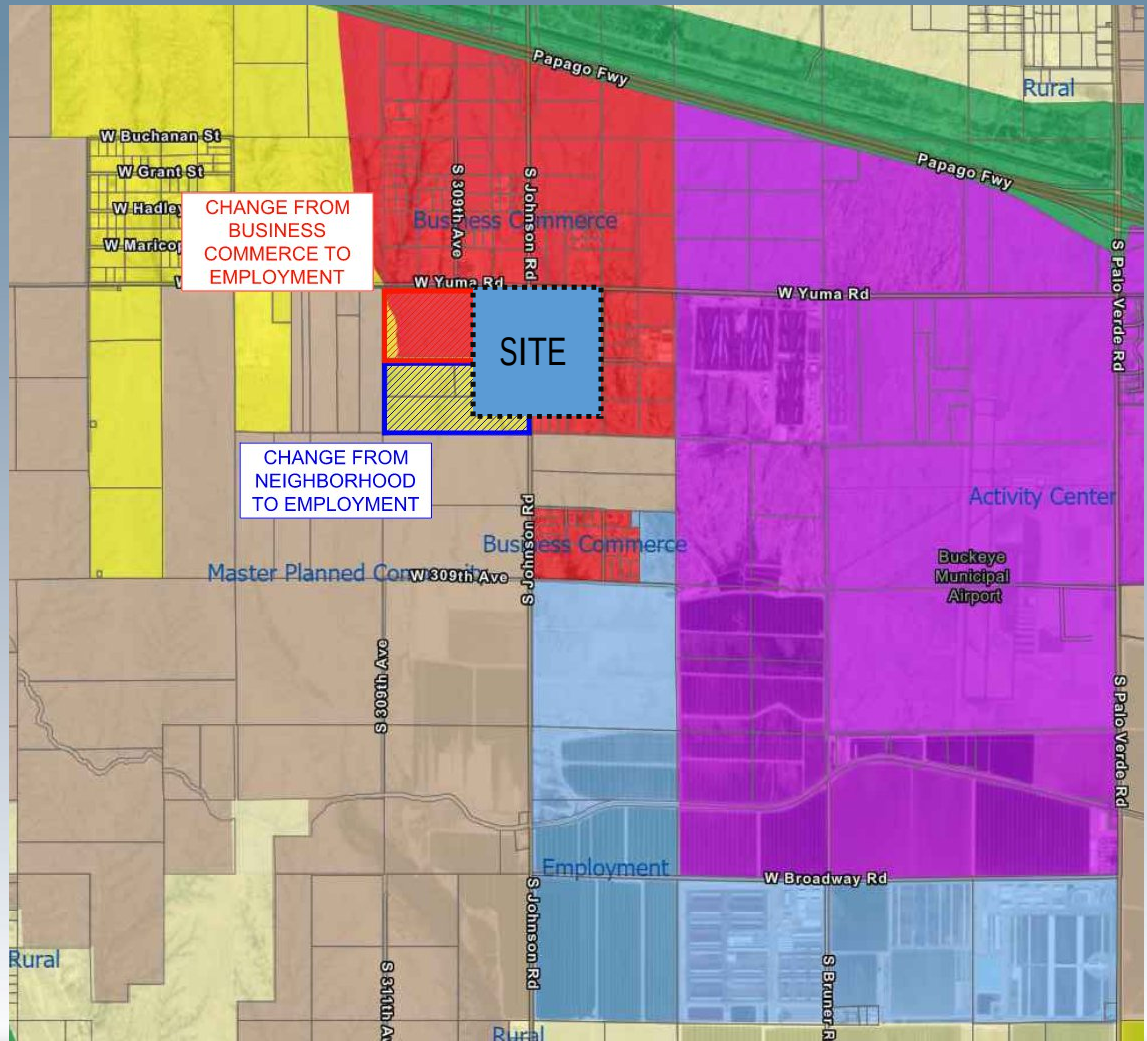


Existing Zoning

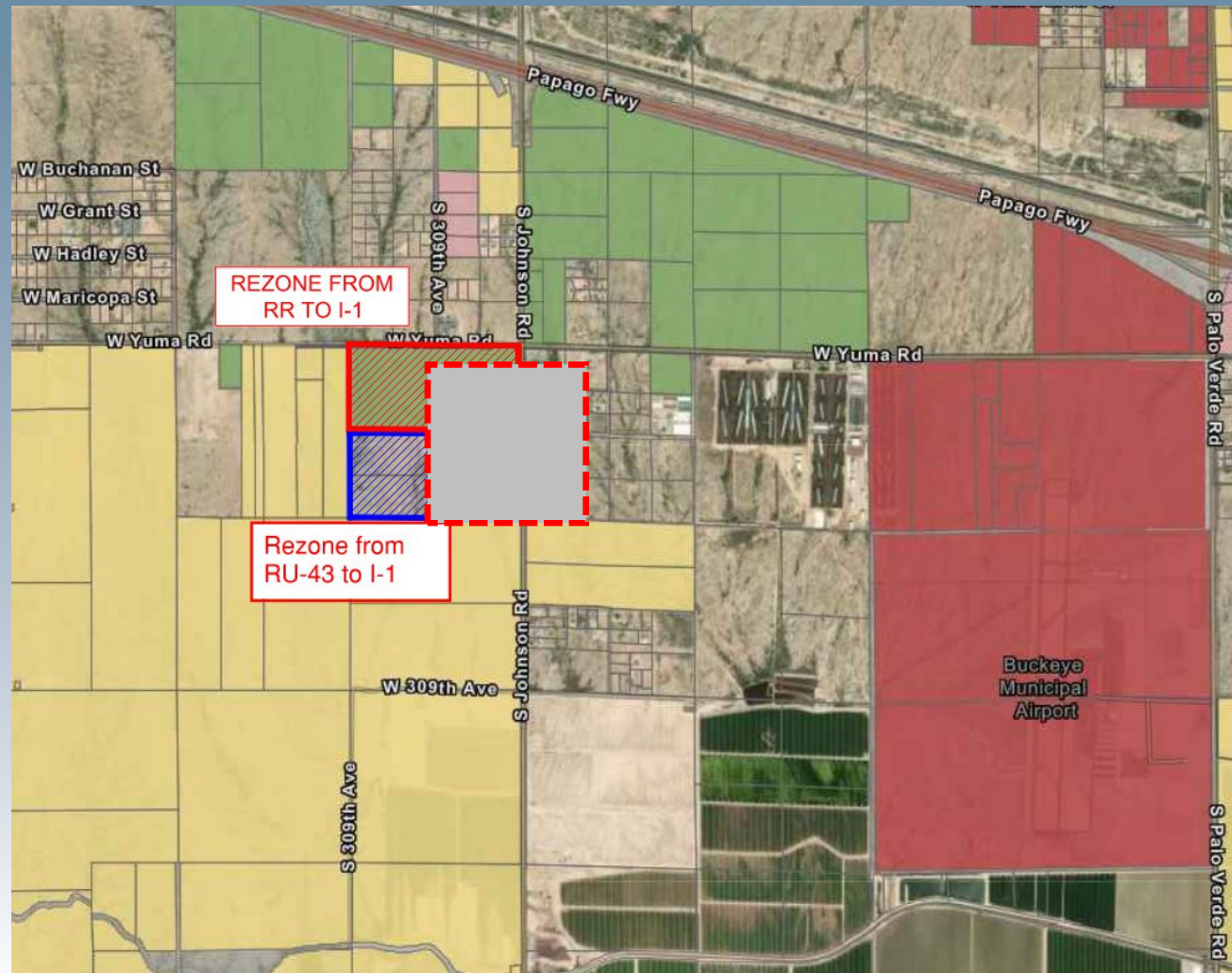


Existing General Plan

Minor General Plan
Amendment (GPA) changing
the land use designation of
approximately 158.28 acres
from Neighborhood and
Business Commerce to
Employment.

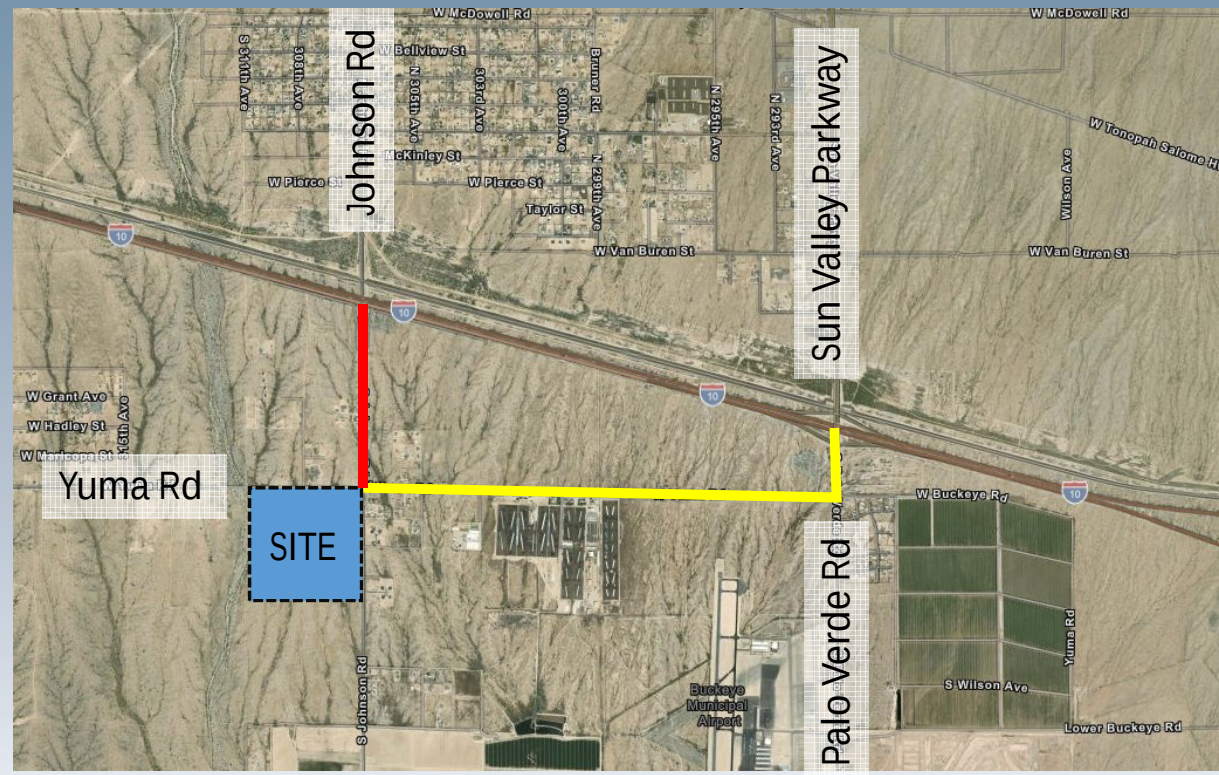


Rezone of approximately 158.28 acres from Single-Family Rural Residential (SF-43) and Rural Residential (RR) to Light Industrial (I-1).



- Areas around the Buckeye Airport are best suited for nonresidential.
- Furthers land use compatibility and economic development related policies and goals in the General Plan.
- The project area is subject to the Employment Transition Area as defined by the General Plan.
- Developer will complete all adjacent half-street improvements to Yuma and Johnson Roads.
- No outstanding issues for reviewing departments.

- An intersection is planned for Johnson Road in conjunction with the Cipriani development.



- An existing agreement with the City of Buckeye will provide potable water to the site. Until that system is constructed, a private onsite tank and pump systems will be provided to have readily available delivery capacities.
- Based on historical information, this facility will be designed for approximately 10,609 GPD.
- Fire suppression water will be provided in accordance with the City of Buckeye Fire Code.

- All domestic sewer will be sent to a septic system.
- The sewer system is setup to make a future connection to public sewer if made available in Johnson Road.
- Section 16-5-4 of the Buckeye Municipal Code requires a connection within 90 days after a public sewer becomes available within 300 feet of any property served by a private sewage disposal system.
- Any floor drains within the (3) three bay fuel area will be sent to a petrochemical/dry well system.
- The petrochemical/dry well system absorbs fuel spills that will not be sent to the septic system, but rather in a form capable of being collected for proper disposal.

- Neighborhood Meeting held on November 15, 2023 at the Coyote Branch Library
 - Two (2) attendees with concerns regarding traffic
- All required notices completed in accordance with requirements
 - 500 foot mailing
 - Signs posted on property
 - Legal advertisements in Arizona Republic
- Several written correspondences of support has been received

Staff recommends the Mayor and City Council hold a Public Hearing and approve the following cases:

General Plan Amendment (PLZU-23-00009)
Resolution 09-24

Rezone (PLZZ-23-00013)
Ordinance 03-24

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/05/24	AGENDA ITEM: 5.C. DS - Ordinance No. 05-24 - NWC Rainbow Rd & Broadway Rd - Rezoning - PLZZ-23-00012
DATE PREPARED: 02/29/24	DISTRICT NO.: 2
STAFF LIAISON: Jennifer Fostino, Planner II, jfostino@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to hold a public hearing and take action on Ordinance No. 05-24 amending the Zoning Map of the City of Buckeye on approximately 57.5 acres, located at the northwest corner of Rainbow Road and Broadway Road, from Rural Residential (RR) to Community Mixed Use (CMU).

SUMMARY

PROJECT DESCRIPTION:

Holly Reading, Tiffany & Bosco PA, on behalf of SCI Arizona Funeral Services, LLC and the property owner Broadway 220 LLC, is requesting approval of a rezone of approximately 57.5 acres located at the northwest corner of Rainbow Road and Broadway Road. The applicant is requesting to rezone the property from Rural Residential (RR) to Community Mixed Use (CMU) to facilitate future commercial development and a potential new private cemetery with a funeral home and maintenance yard. The Planning & Zoning Commission recommended approval of this request on February 13, 2024. Additional information, including the analysis by staff of the request, can be found in the attached staff report.

BENEFITS:

The subject rezone will provide much needed services for the surrounding neighborhoods and the community at-large.

FUTURE ACTION:

Approval of a Site Plan application will be required prior to the commencement of construction on the site.

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

ATTACHMENTS:

[PLZZ-23-00012 NWC Rainbow Rd & Broadway Rd Rezone CC Staff Report.docx](#)

[EXHIBIT A - PLZZ-23-00012 Vicinity Map.pdf](#)

[EXHIBIT B - PLZZ-23-00012 Existing Zoning Map.pdf](#)

[EXHIBIT C - PLZZ-23-00012 Proposed Zoning Map.pdf](#)

[EXHIBIT D - PLZZ-23-00012 Project Narrative.pdf](#)

[EXHIBIT E - PLZZ-23-00012 Project Narrative Exhibits.pdf](#)

[EXHIBIT F - PLZZ-23-00012 Legal Description and Map of Rezoning Boundary.pdf](#)

[PLZZ-23-00012 Rainbow Rd & Broadway Rd Rezone CC PP.pptx](#)

[Ord. No. 05-24.rezone.pdf](#)



REZONE

Report to the Mayor and City Council

CASE NUMBER: PLZZ-23-00012

TITLE: NWC Rainbow Rd & Broadway Rd

MEETING DATE: March 5, 2024

Applicant: Holly Reading, Tiffany & Bosco, P.A.

Owner(s): Broadway 220 LLC

Request: Rezone from Rural Residential (RR) to Community Mixed Use (CMU)

District: 2

Location: Northwest Corner of Rainbow Road and Broadway Road

Site size: Approximately 57.5 acres

Density: Not applicable

Public input: No input received

Recommendation: Adoption of Ordinance No. 05-24, approving case PLZZ-23-00012, subject to conditions (a) through (c)

PROJECT DESCRIPTION:

1. Holly Reading, Tiffany & Bosco, PA, on behalf of property owner Broadway 220 LLC, is requesting approval of a rezone of approximately 57.5 acres located at the northwest corner of Rainbow Road and Broadway Road. The applicant is requesting to rezone the property from Rural Residential (RR) to Community Mixed Use (CMU) to facilitate future commercial development and an extension of the existing cemetery with a funeral home and maintenance yard. The existing cemetery is reaching capacity, which is the purpose for the rezone.

AREA CONTEXT:

2. The subject property is approximately 57.5 acres of farm land located at the northwest corner of Rainbow Road and Broadway Road. The properties to the north and south also consists of agricultural farm land. The property to the east consists of farm land with a single family residence. To the west is the existing Hazelton Memorial Cemetery owned by the City of Buckeye.

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Rural Residential (RR)
North	Agricultural/Farming	Neighborhood	Rural Residential (RR)
South	Agricultural/Farming	Neighborhood	Planned Residential (PR) Commercial Center (CC)
East	Agricultural/Farming	Neighborhood	Planned Residential (PR) Maricopa County RU-43
West	Louis B. Hazelton Memorial Cemetery	Neighborhood	Rural Residential (RR)

PUBLIC PARTICIPATION SUMMARY:

3. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on November 2, 2023, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by the Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on October 9, 2023, over fifteen (15) days prior to the date of the meeting.
4. Except for the applicant and City staff, no persons attended the neighborhood meeting.

5. To date, staff has not been contacted by any persons with concerns regarding this request.
6. No persons spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on February 13, 2024.
7. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	January 27, 2024
Site Posted	January 26, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	January 26, 2024

BACKGROUND:

8. *1938:* The Louis B. Hazelton Memorial Cemetery, which abuts the subject property to the west, was established by the American Legion Hazelton-Butler Post 53.
9. *1947:* The Legion transferred the 18-acre cemetery to the Town of Buckeye.
10. *2007:* The subject property was annexed into the City of Buckeye and rezoned to Rural Residential (RR) by Ordinance 07-07.
11. *2023:* SCI Arizona Funeral Services LLC submitted a proposal to a City initiated Request for Qualifications (RFI) for the management and operations of the cemetery. The City has been diligently coordinating with SCI to establish an agreement that will be brought forward to City Council for consideration and possible approval in the next few months.
12. *February 13, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of the Rezoning application for this property. No persons spoke during the public hearing.

ANALYSIS:

General Plan:

13. The subject property is located within the Neighborhood land use designation, which denotes areas that have a broader range of residential development than Rural, including low to high density. This land use designation may also include other integrated land uses that support neighborhood functions and contribute to the health and livability of neighborhoods, such as neighborhood scaled shops, parks and recreational facilities, religious institutions, small offices and educational institutions.
14. The proposed cemetery extension and development of a new neighborhood-scale commercial area align seamlessly with the General Plan Neighborhood Land Use designation. The inclusion of the cemetery extension reflects a thoughtful approach to land use, acknowledging the need for respectful and accessible spaces for remembrance within the neighborhood context. Additionally, the incorporation of neighborhood-scaled commercial spaces complements the vision of a self-sufficient community, fostering a sense of place and convenience for residents.

Zoning:

15. The applicant is proposing to rezone the subject property from Rural Residential (RR) to Community Mixed Use (CMU). The current RR zoning district is obsolete and was designed to accommodate low-density residential development in outlying areas where all public services may not be available. The CMU zoning district is intended to provide for community-serving commercial/residential development greater than five acres in size providing commercial, institutional, recreational, and service facilities needed to support surrounding neighborhoods and the community at-large.
16. The Community Mixed Use (CMU) zoning district is in line with the General Plan's Neighborhood land use designation. Specifically designed for developments over five acres, CMU caters to community needs by offering a mix of commercial, residential, institutional, and recreational facilities. This aligns with the Neighborhood land use designation's goal of accommodating a range of residential densities and integrating various land uses to support neighborhood functions and enhance overall livability. CMU's emphasis on community-serving amenities, such as shops, parks, religious institutions, small offices, and educational facilities, makes it a practical and complementary element to the broader vision of the Neighborhood land use as outlined in the General Plan.
17. The proposed extension of the cemetery and the addition of a new neighborhood-scale commercial development meets the intent of the proposed Community Mixed Use (CMU) zoning district. CMU is designed for community-serving commercial and residential projects larger than five acres, which aligns well with the scale of the proposed use. The

zoning district allows for a mix of commercial, institutional, recreational, and service facilities, fitting the nature of the cemetery extension and neighborhood-scale commercial development. The focus on supporting local neighborhoods and the wider community, as specified in the CMU zoning, underscores the alignment between the proposed use and the zoning district's objectives. This ensures a straightforward and coordinated approach to land development, incorporating community-serving elements in the designated area.

Future Development:

18. The intent of this Rezone application is to entitle the property to accommodate future commercial development and an extension of the existing cemetery with a funeral home and maintenance yard.
19. Approval of a Site Plan application by the Planning and Zoning Commission will be required prior to development occurring on the property.
20. This property is within the City of Buckeye's water service area pertaining to the Jackie A. Meck Water Campus. The developer is aware that a water model report based upon the current/proposed infrastructure is required to be submitted demonstrating fire flow requirements and capabilities during the Site Plan process. The report will contain a conceptual report based on allowed versus proposed land uses. There is an existing 16-inch waterline along Rainbow Road.
21. This property is outside of the City of Buckeye's sewer service area. Wastewater services will be determined at the time of Site Plan submittal.
22. Fire and police services will be provided by the City of Buckeye. The nearest fire station is located at 1911 S Rainbow Rd and police station at 21699 W Yuma Rd.
23. The following City of Buckeye divisions/departments have reviewed and found no outstanding issues with the application:
 - a. Planning
 - b. Fire
 - c. Environmental Services
 - d. Land Entitlement
 - e. Code Enforcement

RECOMMENDATION:

24. Staff recommends City Council conduct a public hearing and adopt Ordinance No. 05-24, approving application PLZZ-23-00012 NWC Rainbow Rd & Broadway Rd, a rezone for

approximately 57.5 acres located at the northwest corner of Rainbow Road and Broadway Road, subject to Conditions (a) through (c), for the following reasons:

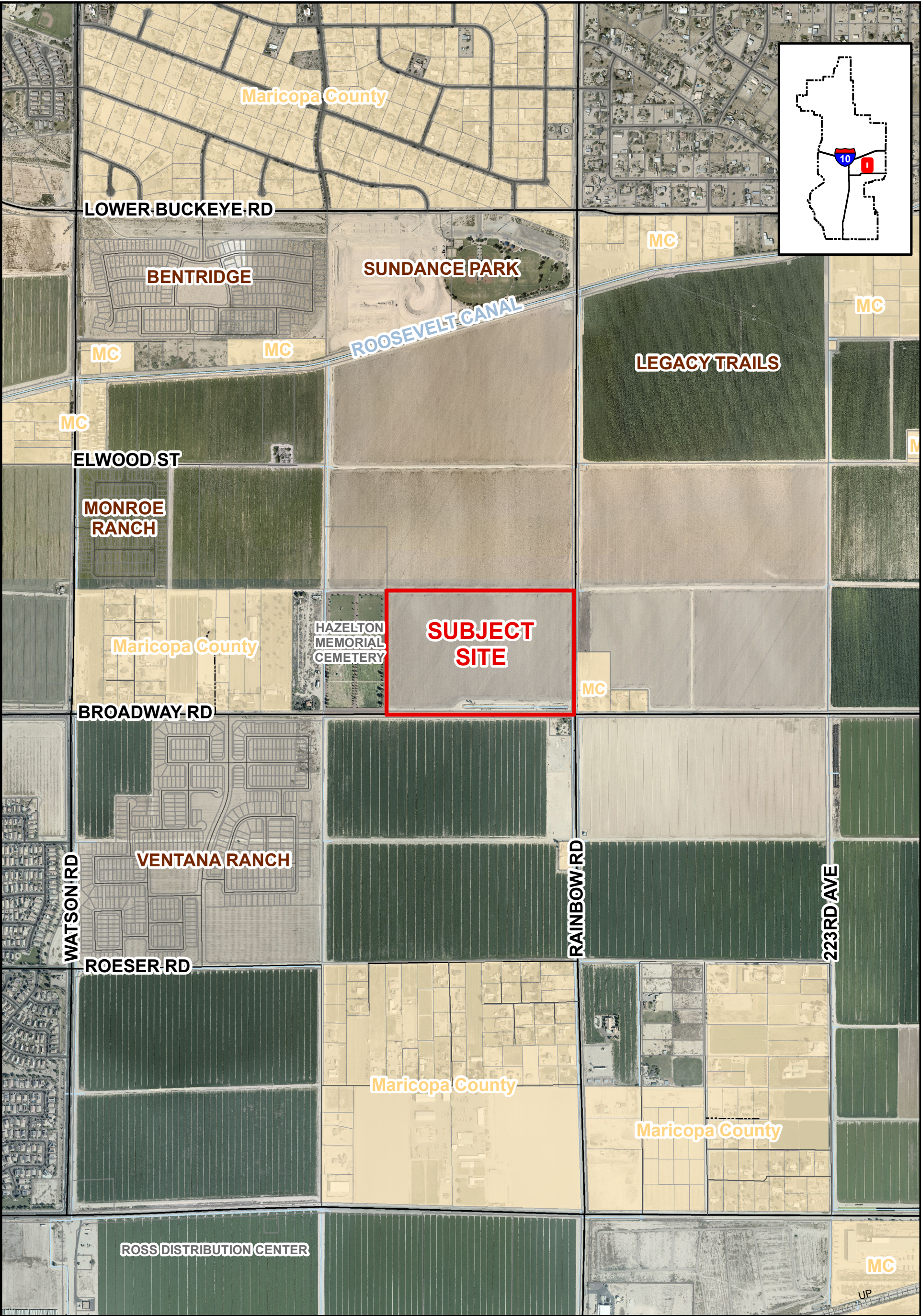
- The rezoning conforms to the property's General Plan Neighborhood land use designation;
 - The rezoning conforms to all requirements of the Buckeye Development Code; and
 - There are no outstanding issues for reviewing divisions/departments.
- a. Development of the property shall be in general conformance with the following documents, except as modified by the following conditions.
 1. Project Narrative entitled "NWC Rainbow Rd. & Broadway Rd." consisting of nine pages and stamped received on October 24, 2023.
 2. Project Narrative Exhibits consisting of six pages stamped received on November 20, 2023.
 3. Legal description with exhibit consisting of three pages stamped received on December 13, 2023.
 - b. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
 - c. The site plan provided within the narrative exhibits is strictly conceptual and may require modification to achieve conformance with City requirements and policies in response to comments provided with review of a Site Plan application for the project. Additional stipulations pertaining to development of the site will also be provided as part of the project's Site Plan review.

ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Existing Zoning Map
Exhibit C – Proposed Zoning Map
Exhibit D – Project Narrative
Exhibit E – Project Narrative Exhibits
Exhibit F – Legal Description and Map of Rezoning Boundary
Exhibit G – Citizen Participation Report

Prepared By:
Jennifer Fostino, Planner II

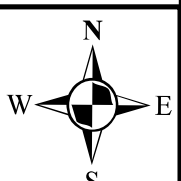
Reviewed By:
Hobart Wingard, Principal Planner

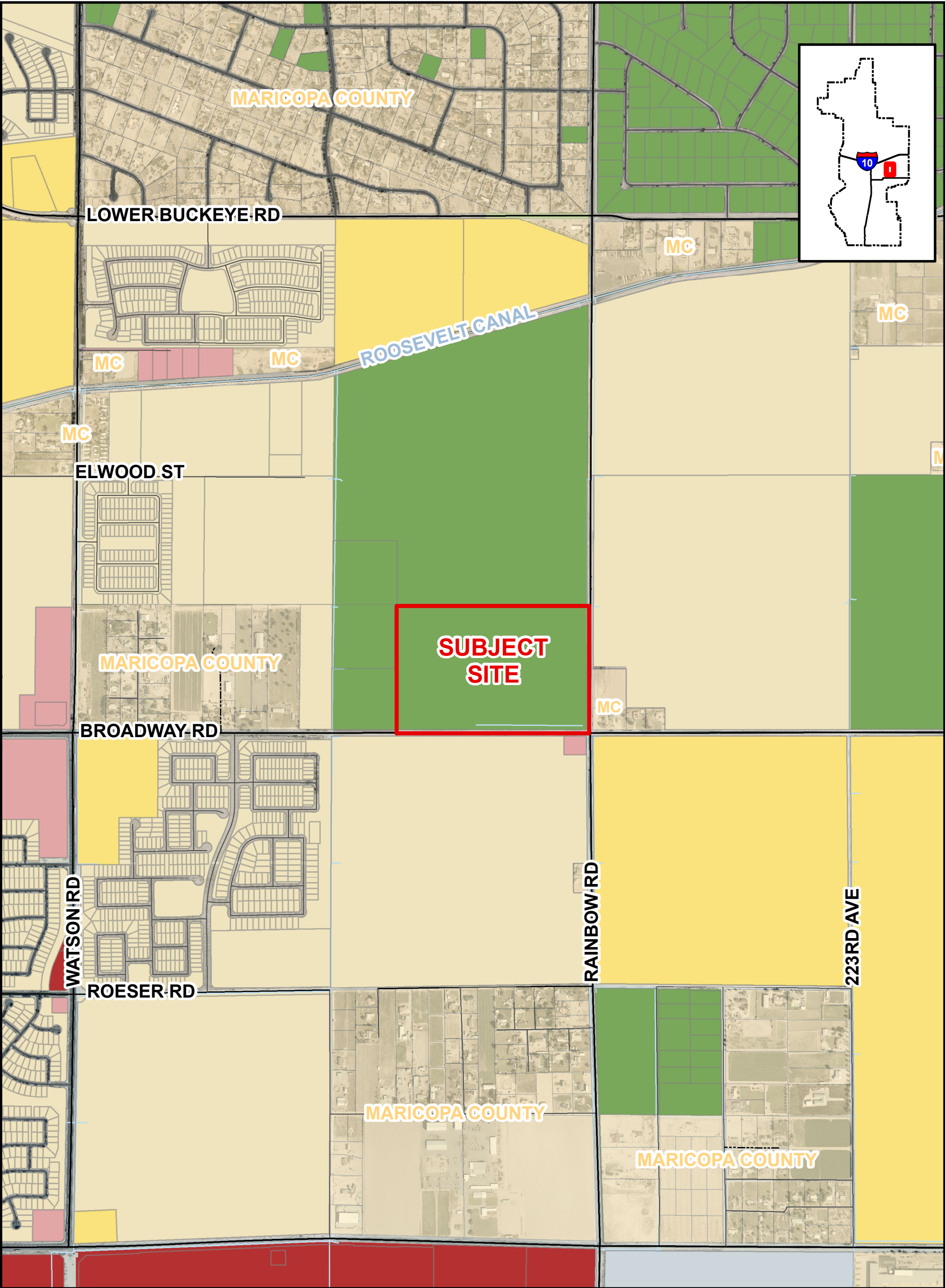


VICINITY MAP



PLZZ-23-00012
NWC Rainbow RD & Broadway Rd Rezoning
City Council District #2





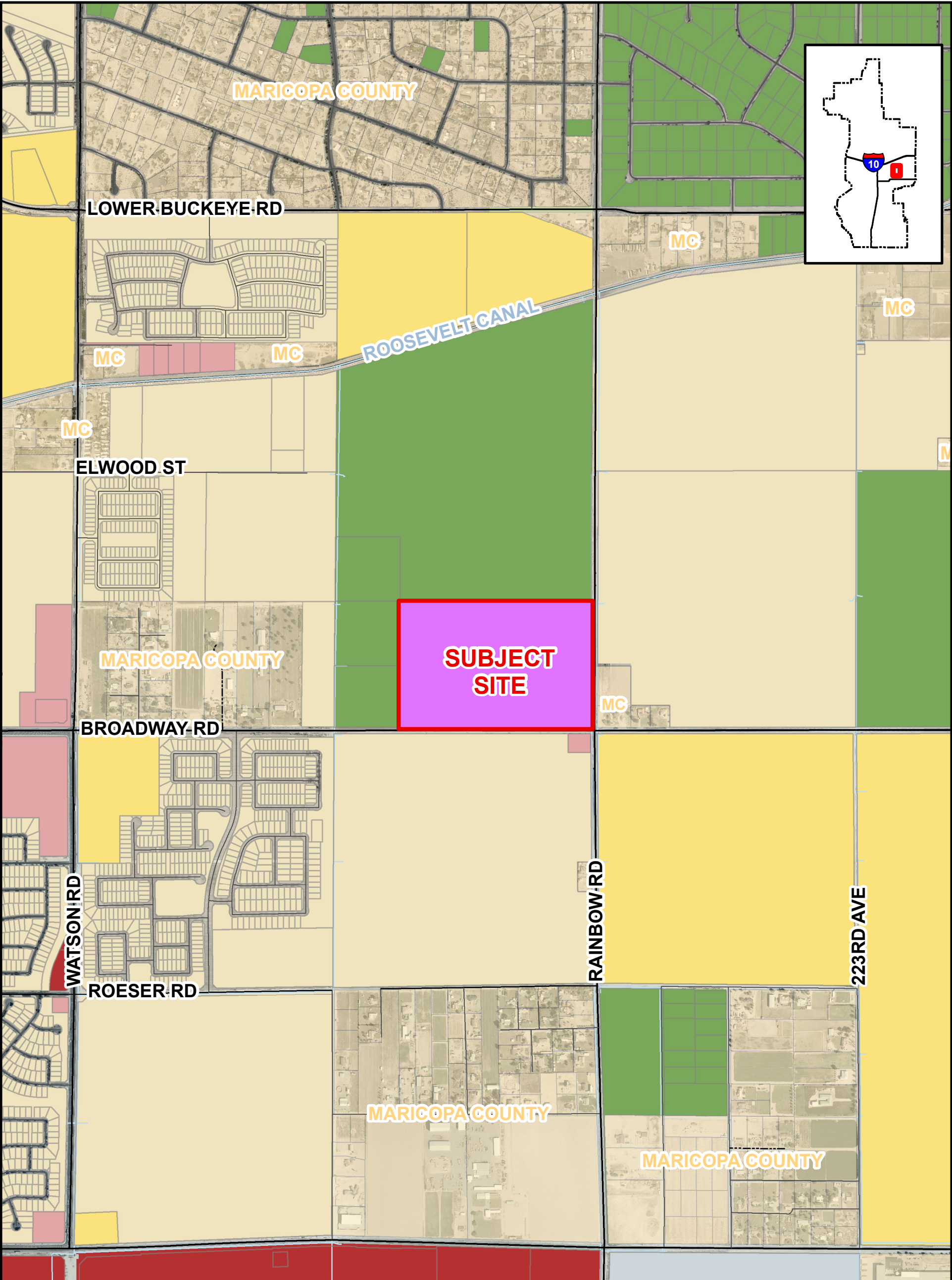
EXISTING ZONING MAP



PLZZ-23-00012
NWC Rainbow Rd & Broadway Rd Rezoning
City Council District #2

 RURAL RESIDENTIAL (RR)	 PLANNED COMMUNITY (PC)	 GENERAL COMMERCE (GC)
 PLANNED RESIDENTIAL (PR)	 COMMERCIAL CENTER (CC)	 LIGHT INDUSTRIAL (I-1)





PROPOSED ZONING MAP

PLZZ-23-00012
NWC Rainbow Rd & Broadway Rd Rezoning
City Council District #2



- | | | |
|--|--|--|
|  RURAL RESIDENTIAL (RR) |  PLANNED COMMUNITY (PC) |  GENERAL COMMERCE (GC) |
|  PLANNED RESIDENTIAL (PR) |  COMMERCIAL CENTER (CC) |  LIGHT INDUSTRIAL (I-1) |



NWC Rainbow Rd. & Broadway Rd.

Rezoning Project Narrative

City of Buckeye

Pre-Application Case #: PLZM-23-00074

Application Case #: PLZZ-23-00012

1st Submittal Date: September 1, 2023

2st Submittal Date: October 24, 2023

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

William Lally
2525 E. Camelback Road

Phoenix, AZ 85016

Table of Contents

I.	Project Profile	2
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III.	Property Description	4
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	b. Vicinity information	4
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	d. Current Circulation	5
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V.	Utilities and Services	6
	a. Source of Water/Wastewater Management	6
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Table of Exhibits

Exhibit A – Regional Context Aerial Map
Exhibit B – Context Aerial Map
Exhibit C – General Plan Land Use Map
Exhibit D – Maricopa County Assessor Parcel Map
Exhibit E – Rezoning Exhibit
Exhibit F – Conceptual Site Plan

Exhibit G – Legal Description

I. PROJECT PROFILE

Project Name	NWC Rainbow Rd. & Broadway Rd.
Property Owner	SCI Arizona Funeral Services, LLC, c/o SCI Shared Resources, LLC
Assessor Parcel Number	504-22-023F
Project Location	North side Broadway Road and the West side of Rainbow Road
Project Area	57.5± acres (net)
Current Zoning	Rural Residential - RR
General Plan	Neighborhood
Development Team	<u>Owner</u> Services Corporation International Dann Narveson SCI Arizona Funeral Services, LLC, c/o SCI Shared Resources, LLC 1929 Allen Parkway, 7th Floor Houston, Texas 77019 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016

II. INTRODUCTION

This proposed application request is to rezone 57.5± acres (net), generally located north of W Broadway Road and west of Rainbow Road on the northwest corner of this same intersection and currently located within the City of Buckeye ("City"). The property is identified by Maricopa County Assessor parcel numbers 504-22-023F (the "Property").

The Property is currently undeveloped and utilized for agriculture uses. The City's 2040 General Plan currently designates the entire Property for Neighborhood uses. This related Rezone application is being submitted to request to change the zoning district to Community Mixed Use (CMU). Neighborhood land use designation supports this rezone to Community Mixed Use (CMU) zoning district. Neighborhood land use designation integrates functions that contribute to the health and livability of neighborhoods, including scaled shops, religious institution and small offices.

The approval of this application will change the property zoning designation from Rural Residential (RR) to Community Mixed Use (CMU). This will allow for the development of commercial uses to underserved residence in the area and for the desired extension of the existing cemetery, abutting the western property line.

The Applicant is aware of the City's goals for this area and its desire to promote uses that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multi-family units, such as apartments and condominiums. The designation of Community Mixed Use (CMU) will also bring the opportunity to support neighborhood functions and contribute to the health and livability of neighborhoods, such as neighborhood scaled shops, small offices, and educational institutions. This development meets the City's General Plan and economic development goals.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning

We represent SCI Arizona Funeral Services, LLC, c/o SCI Shared Resources, LLC and their proposed rezone application request to rezone 57.5± acres (net), generally located north of W Broadway Road and west of Rainbow Road on the northwest corner of this same intersection and currently located within the City of Buckeye. The property is identified by Maricopa County Assessor parcel numbers 504-22-023F (the “Property”). The Property abuts the City owned, Louis B. Hazelton Cemetery directly to the west and is surrounded on the north, south, and east by mostly large vacant properties that are currently utilized for agricultural uses. *(See attached EXHIBIT A – Regional Context Aerial Context Map)*. All adjacent properties have been designated in the 2040 General Plan to have the Future Land Use of Neighborhood.

As illustrated in *EXHIBIT B – Context Aerial Map* attached, the Property is comprised of one (1) vacant parcel. The Property is identified in the City General Plan with a land use designation of Neighborhood. *(See attached EXHIBIT C – General Plan Land Use Map)*.

Vicinity Information

The Property is predominantly surrounded by vacant property and agricultural uses. *(See attached Exhibit D – Maricopa County Assessor Parcel Map)*. The following is the surrounding land use context:

- North:
 - APN 504-22-023D & 504-22-023E
 - Jurisdiction – City of Buckeye
 - Properties are undeveloped agriculture land (same ownership as this application)
 - These properties are zoned RR.
- East:
 - Rainbow Road then APN 504-21-023K, 504-21-023M, & 504-21-023L
 - Jurisdiction – APN 504-21-023K, City of Buckeye. APN 504-21-023M, & 504-21-023L are unincorporated Maricopa County
 - APN 504-21-023K remains undeveloped and zoned Planned Residential. APN 504-21-023M is vacant, & 504-21-023L consists of a single family home.
- South:
 - 504-42-003E and 504-42-003D

- Jurisdiction – City of Buckeye
 - APN 504-42-003E remains undeveloped and used for agriculture. APN 504-42-003D is vacant.
- APN 504-42-003E is zoned Planned Residential (PR), and the 2040 City General Plan designates it as Neighborhood. APN 504-42-003D is zoned commercial Center (CC). This commercial zoning aligns with the proposed commercial uses along Rainbow Road.
- West:
 - APN 504-22-023C and 504-22-019
 - Jurisdiction and Owner – City of Buckeye
 - This property to the west is City of Buckeye’s “Louis B. Hazelton Cemetery”
 - This property is zoned RR.

Topography

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently used for agriculture. Grading and drainage analysis and reports will be conducted on the Property for specific development will be submitted to the City for review.

Current Circulation

MC 85 is located approximately 2± miles to the south of the Property and provides ideal access to the Property from Broadway Road. MC 85 provides direct access SR-85 to the west and metro Phoenix to the east. Broadway Road to the south of the Property is currently classified as a Principal Arterial street. Broadway Road provides direct access to Buckeye proper west. The developer will work with the City to ensure that all required right of way dedications are met. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

DESCRIPTION OF THE REQUEST

The proposed zone change to CMU is to provide a compatible zoning district for the proposed cemetery and ancillary neighborhood serving commercial uses. The proposed zoning will provide potential compatible neighborhood functions and contribute to the health and livability of the surrounding neighborhoods. This rezone will provide an opportunity for a new private cemetery, along with a funeral home and maintenance facility, which abuts the City owned cemetery to the west. The Applicant is also proposing to reserve an area, along Rainbow Road for other compatible commercial uses. The Applicant is proposing to do this development in phases. Phase 1 includes the funeral home, three burial ground sections (shown in Exhibit F), maintenance yard/building, and the drive aisles within the cemetery. The proposed commercial area along Rainbow Road provides an appropriate buffer between the cemetery and residential uses. Any impacts to remaining agricultural land and residential zoning to the west and north will require site design and buffering requirements, which will be addressed at the time of site plan submittal.

Conceptual Site Plan

A conceptual site plan is included with this rezoning request, Exhibit F. The Developer acknowledges that any future site plan process will need to address City codes and policies and be submitted under separate application for Planning and Zoning Commission approval.

IV. Utilities and Services

Source of Water/Wastewater Management

This project is within the City of Buckeye's water service area pertaining to the Jackie A. Meck Water Campus. The Developer is aware that a water model report based upon the current/proposed infrastructure is required to be submitted demonstrating fire flow requirements and capabilities during the site plan approval process. The report will contain a conceptual report based on allowed versus proposed land uses. There is an existing 16" waterline along Rainbow Road.

This project is outside of the City of Buckeye's sewer service area at the moment. Wastewater services will be determined at the time of site plan submittal.

Fire and Police Protection

Fire and police will be provided by the City of Buckeye. The nearest fire is located at 1911 S Rainbow Road and police station at 21699 W Yuma Rd.

Streetlight Improvement District (SLID)

A SLID shall be formed that incorporates the entire properties of this development.

V. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed rezone and development will further the goals and policies of the City 2040 General Plan.

Goal G-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.

Rezoning the Property to Community Mixed Use (CMU) will activate this vacant parcel and fits the 2040 General Plan designation of Neighborhood. Expanding the existing cemetery will create open space and the commercial strip along Rainbow Road will support the demand for neighborhood commercial uses to the surrounding residents.

Goal G-3: Non-residential development is considerate of existing and future adjacent residential land uses.

Designating the majority of the property to the use of a Cemetery, is a low intensity which is quiet and generates little traffic to residential areas. Adding the small commercial buffer along Rainbow Road will service the neighborhood and is an appropriate transition from the cemetery use and residential.

Policy G-3.4: Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.

The Property's is located on the NWC of Rainbow Road and Broadway Rd. Both roads are classified Principal Arterial roads per the City's circulation plan, which a higher class than major collector.

Policy G-15.1: The City of Buckeye should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

The Property is located on the NWC of two (2) Principal Arterial streets. Broadway Road currently connects to State Route 85 (4.5± miles from The Property) which serves as a connector between I-8 and I-10 and for travelers between Phoenix and Yuma, as well as San Diego. Rainbow Road has a direct connection to the south to MC 85 and currently has a 16" water main running along it, which aids to this expansion being fiscally sound.

VI. CONCLUSION

The proposed CMU rezone application will provide a necessary new, private cemetery, along with a funeral home and maintenance facility, which abuts the City owned cemetery, Louis B. Hazelton Memorial Cemetery to better serve the citizens of Buckeye and surrounding cities. Rezoning to CMU also allows for commercial uses along Rainbow Road. This proposed 12± acre area is an appropriate buffer between the cemetery and residential uses, while also providing commercial services the surrounding residents.

Based on the current Property conditions and location, the proposed zoning is appropriate for the location and proposed character of the general area. The anticipated development will feature quality building design incorporating necessary landscaping and buffering. Future development will result in positive economic impacts for the immediate area and the entire City of Buckeye.



Exhibit A – Regional Context Aerial Map

NWC Rainbow Rd. & Broadway Rd.



**TIFFANY
& BOSCO**
P.A.



Exhibit B – Context Aerial Map
 NWC Rainbow Rd. & Broadway Rd.



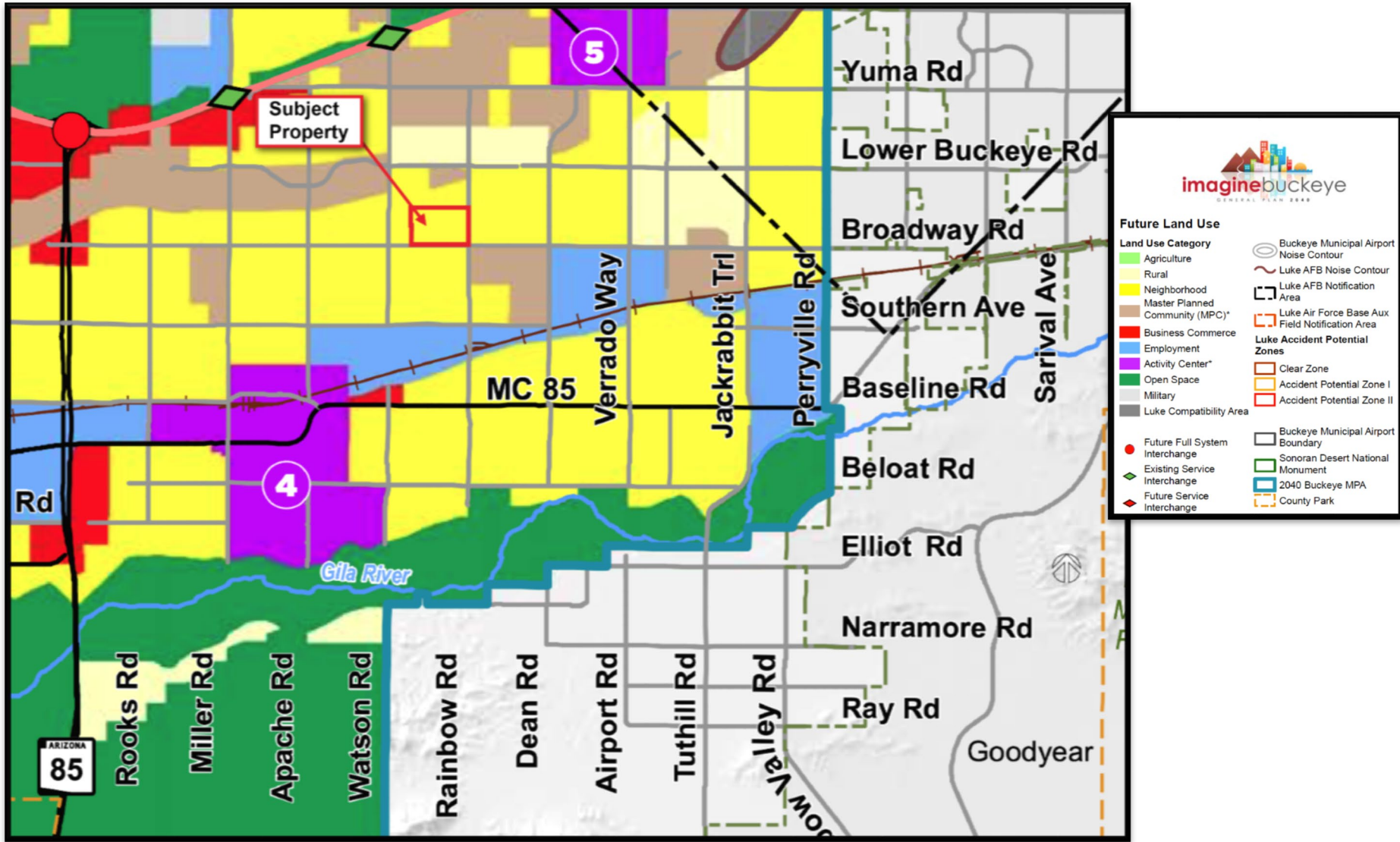


Exhibit C – General Plan Land Use Map

NWC Rainbow Rd. & Broadway Rd.



**TIFFANY
& BOSCO**
P.A.

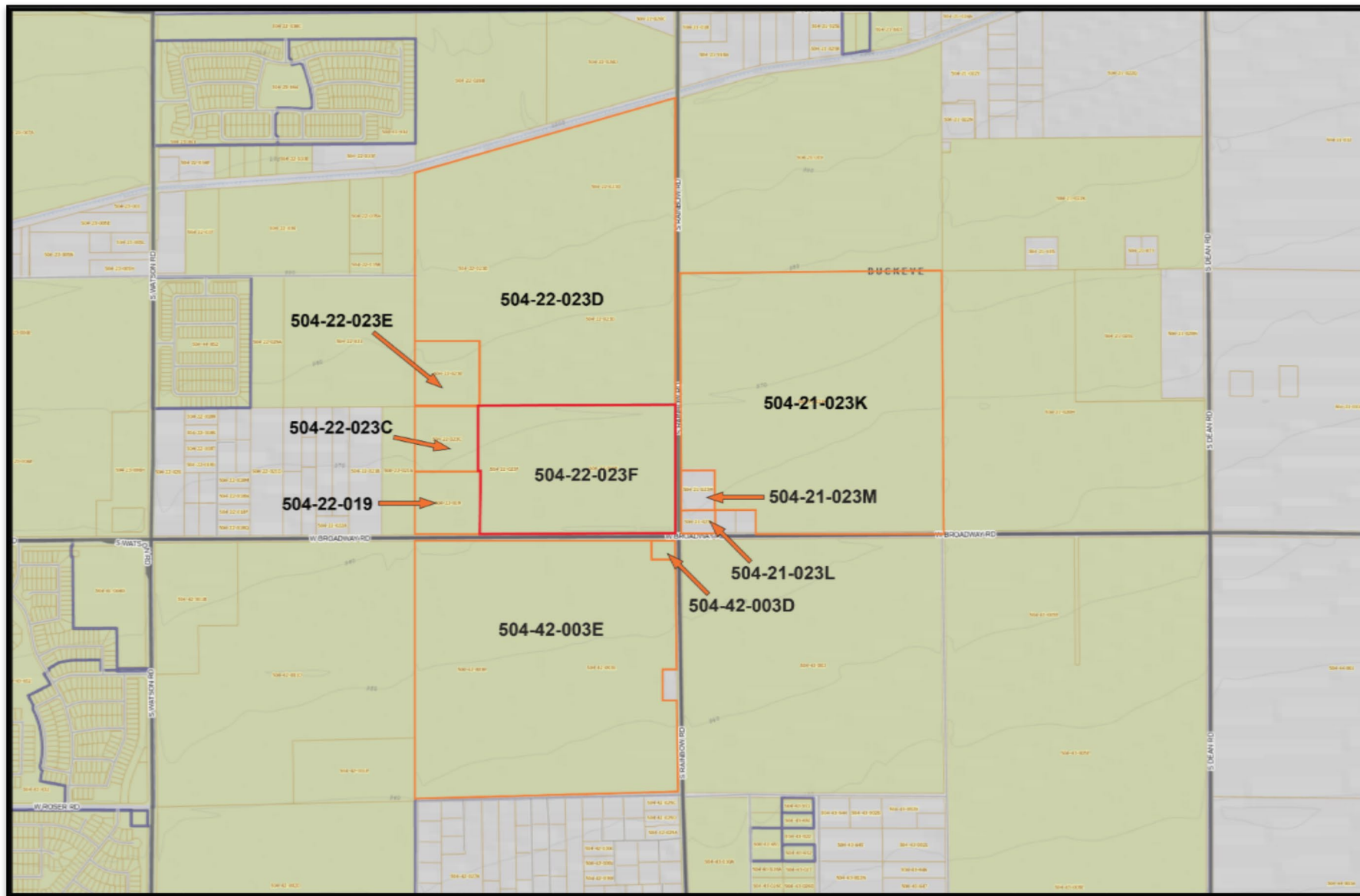


Exhibit D – Maricopa County Accessory Parcel Map

NWC Rainbow Rd. & Broadway Rd.



**TIFFANY
& BOSCO**
P.A.



Exhibit E – Rezone Exhibit
 NWC Rainbow Rd. & Broadway Rd.

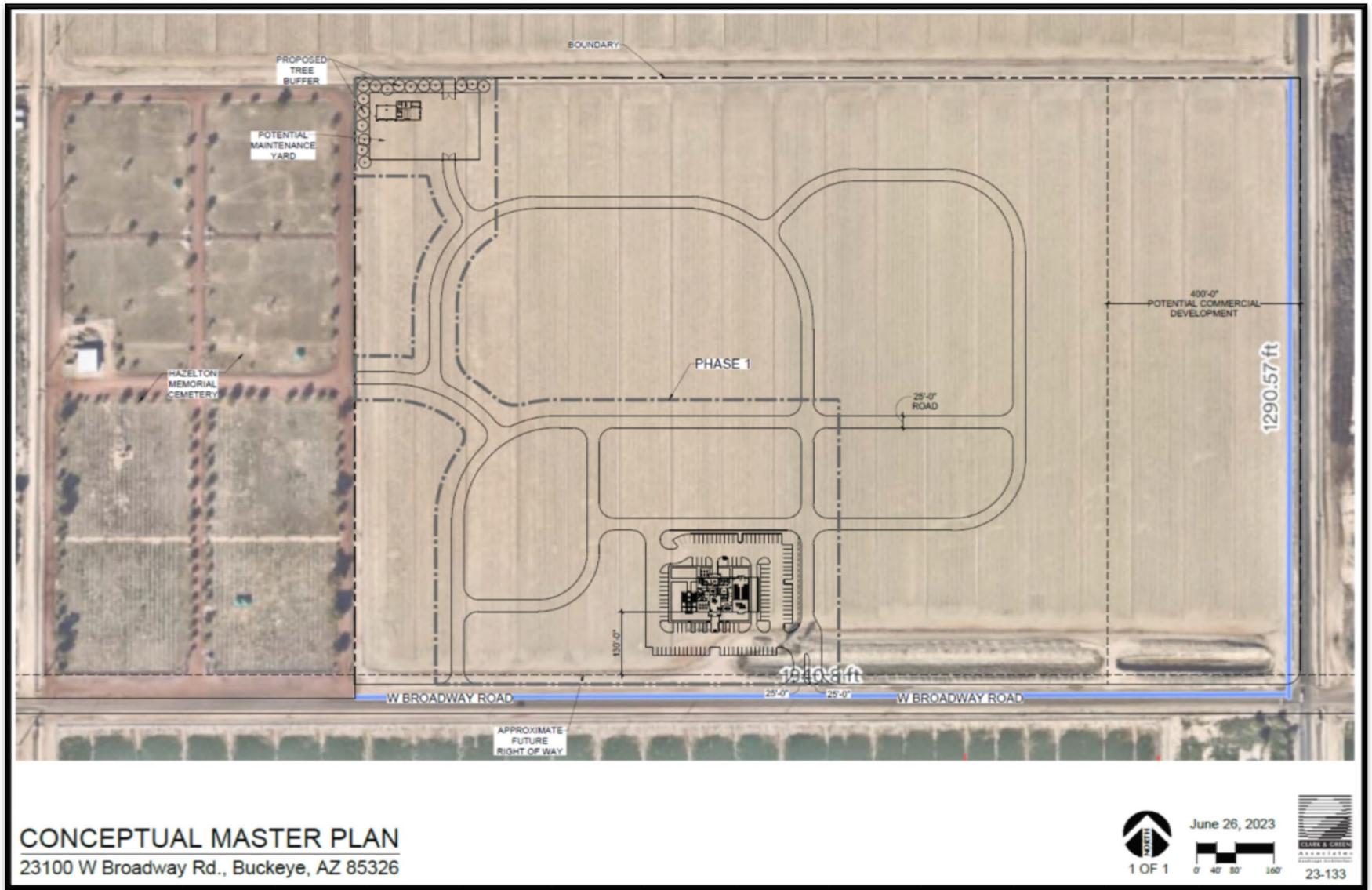


Exhibit F – Conceptual Site Plan
 NWC Rainbow Rd. & Broadway Rd.

December 13, 2023

LEGAL DESCRIPTION FOR
BUCKEYE PARCEL 504-22-023F
REZONING LEGAL

That part of the South Half of the Southeast Quarter of Section 22, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Aluminum Cap in a pothole marking the Southeast Corner of said Section 22 from which the Brass Cap with no identification marking the East Quarter Corner of said Section 22 bears North 00°14'58" East, a distance of 2643.37 feet;

Thence North 89°58'14" West, along the South line of said Southeast Quarter, a distance of 32.87 feet;

Thence North 00°01'46" East, departing said South line, a distance of 33.00 feet to a point on a line which is parallel with and 33.00 feet Northerly from said South line, being the Point of Beginning;

Thence North 89°58'14" West, along said parallel line, a distance of 1953.01 feet;

Thence North 00°24'20" East, departing said parallel line, a distance of 1285.66 feet;

Thence North 89°56'29" East, a distance of 1949.52 feet to a point on a line which is parallel with and 33.00 feet Westerly from the East line of said Southeast Quarter;

Thence South 00°14'58" West, along said parallel line, a distance of 1288.63 feet to the Point of Beginning.

Containing 2,511,512 Square Feet or 57.656 Acres, more or less.



BUCKEYE PARCEL 504-22-023F
REZONING LEGAL

N89°58'14.45" W 32.87

N00°01'45.55" E 33.00

BOUNDARY

N89°58'14.45" W 1953.01

N00°24'20.00" E 1285.66

N89°56'28.97" E 1949.52

S00°14'57.83" W 1288.63
to

Area = 2511512 57.656 AC

Closing course: 174°26'02.19" 0.007974

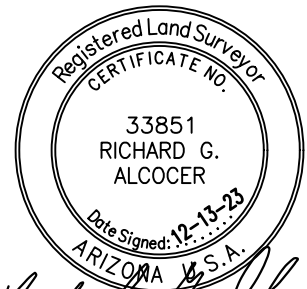
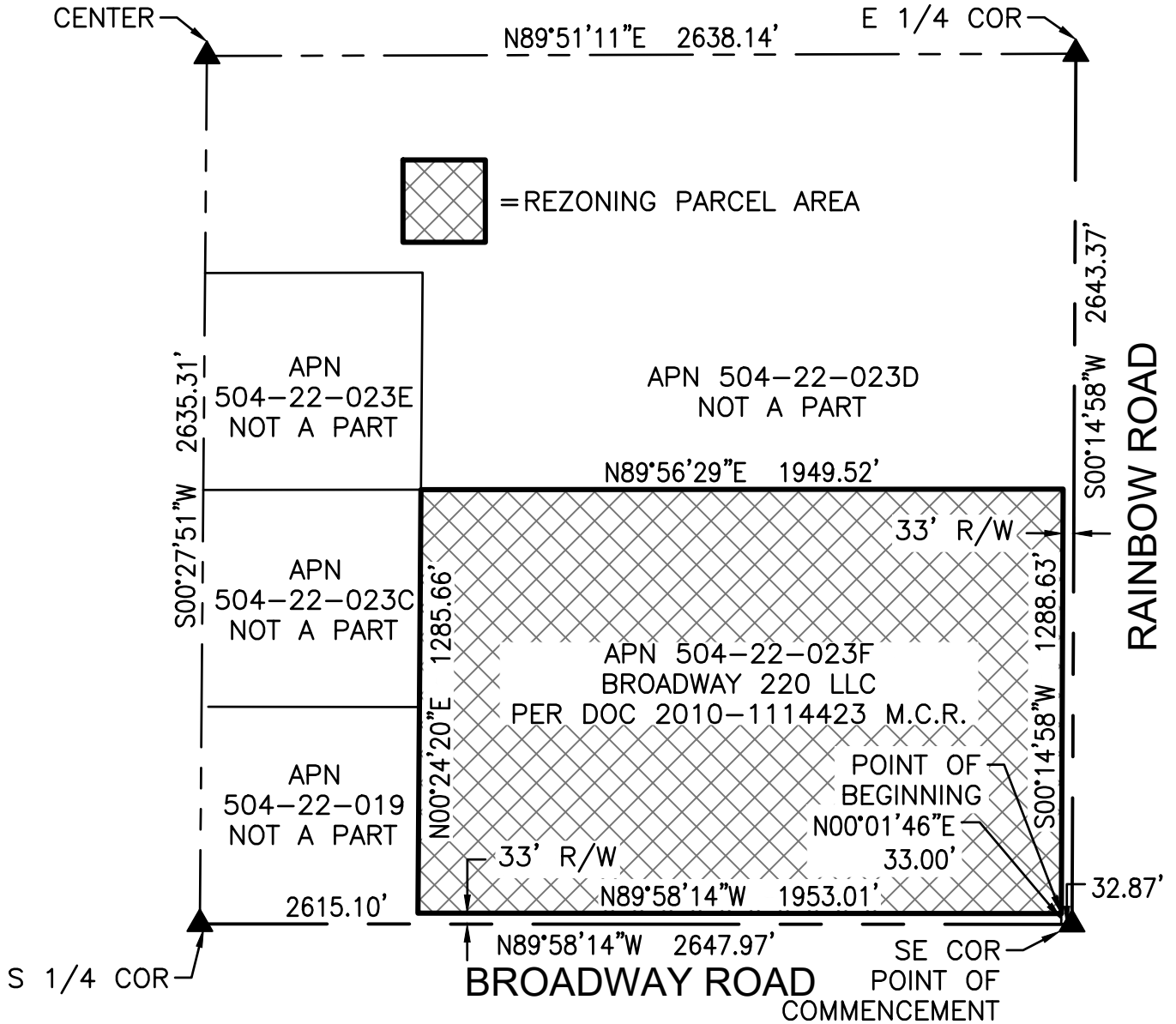
Misclosure: 1/812,221

North Error: 0.007937

East Error: 0.000773



SOUTHEAST QUARTER, SECTION 22
TOWNSHIP 1 NORTH, RANGE 3 WEST

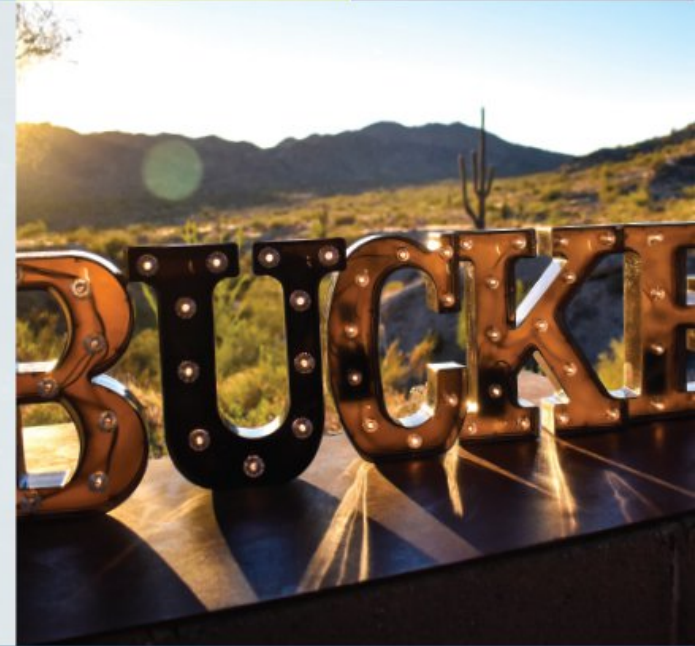


Richard G. Alcocer

SCALE 1" = 500'	BUCKEYE PARCEL 504-22-023F	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	REZONING LEGAL	1 OF 1

NWC Rainbow Rd & Broadway Rd Rezoning PLZZ-23-00012

City Council Meeting
March 5, 2024
Case PLZZ-23-00012



Project Overview

Applicant: Holly Reading with Tiffany & Bosco, on behalf of SCI Arizona Funeral Services and the property owner Broadway 220 LLC

Location: Northwest Corner of Rainbow Rd and Broadway Rd

Size: Approximately 57.5 Acres

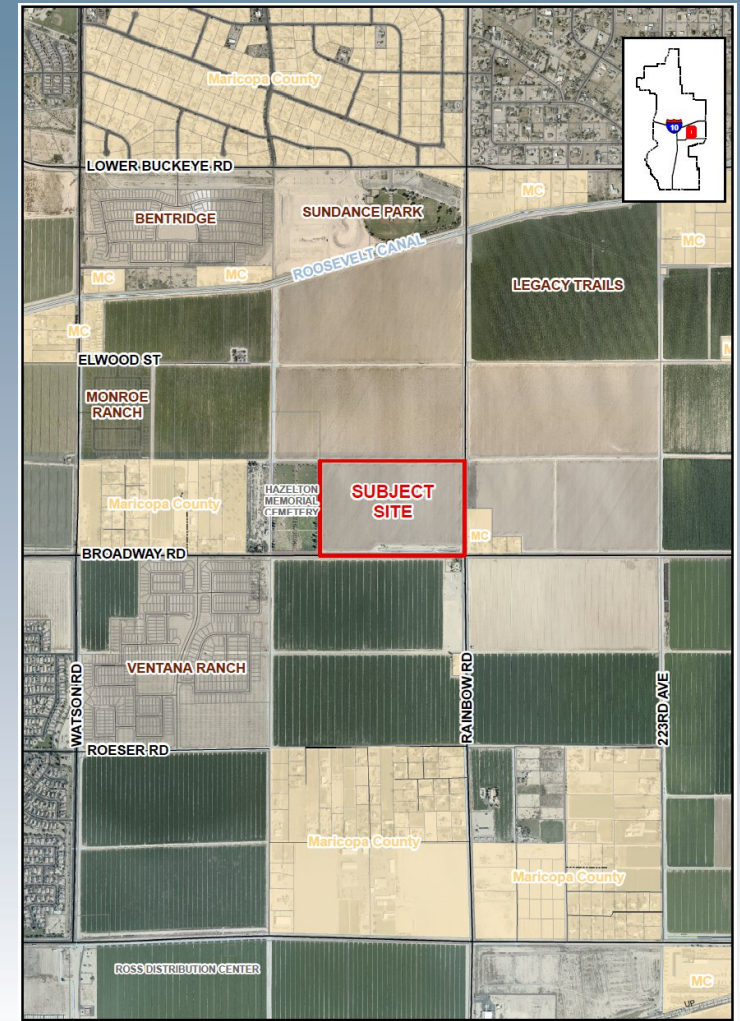
Proposal: Rezone from Rural Residential (RR) to Community Mixed Use (CMU)

Site Context

Existing Use: Undeveloped agricultural farming land

Surrounding Uses:

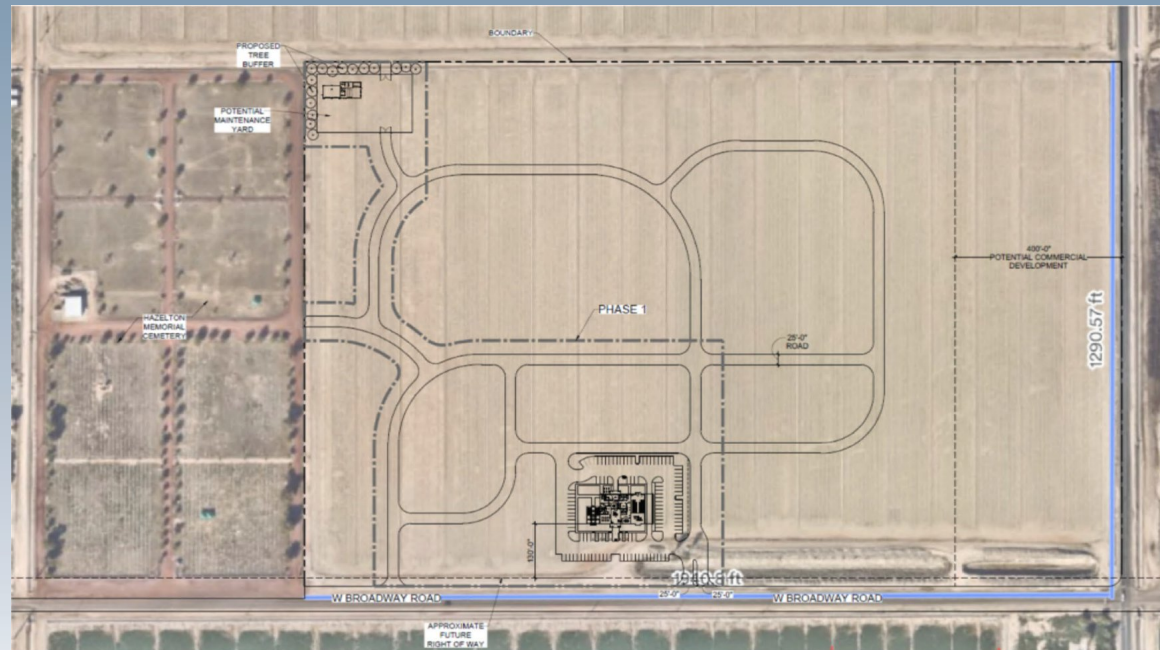
- North – Undeveloped agricultural farming land
- South – Undeveloped agricultural farming land
- East – Single-family residence & Agricultural farming land
- West – Louis B. Hazelton Memorial Cemetery



Background

- 1938 – Hazelton Memorial Cemetery established by the American Legion Hazelton-Butler Post 53;
- 1947 – Legion transfers cemetery to the City;
- 2007 – Subject property annexed into the City and rezoned to RR;
- 2023 – City initiates RFI for management/operations of cemetery.

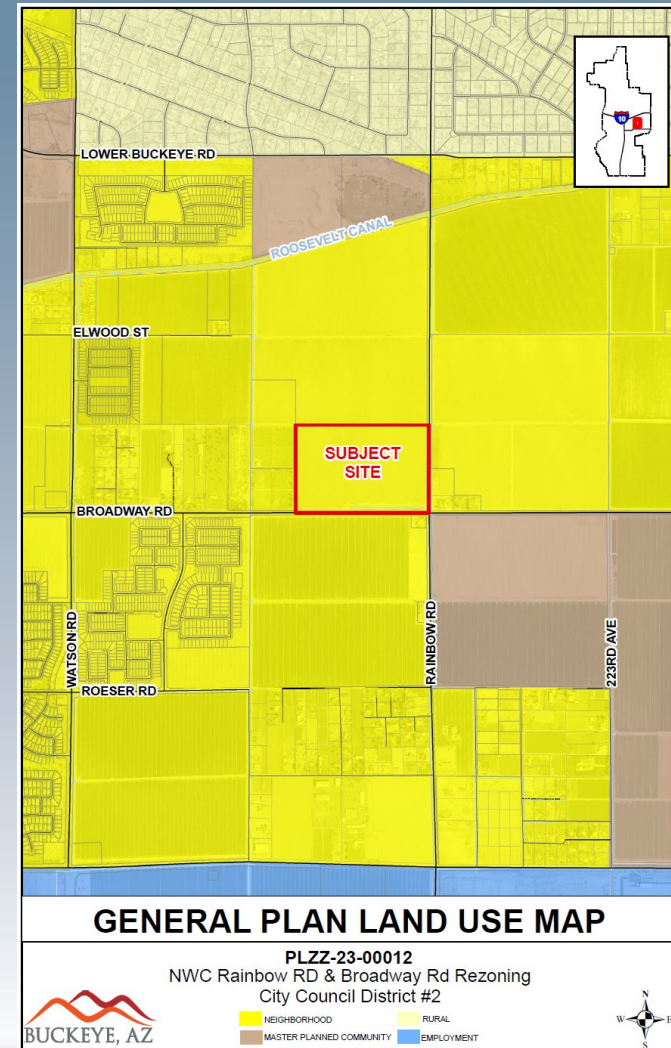
Conceptual Site Plan



General Plan

Neighborhood

- Broad range of residential densities;
- Community commercial and services;
- Allows CMU zoning.



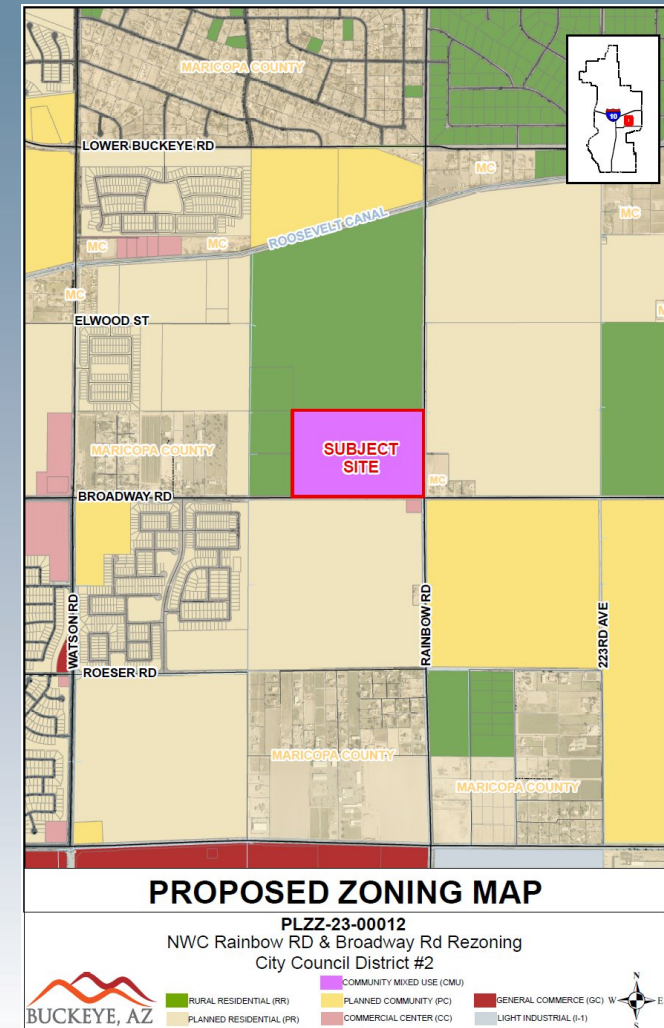
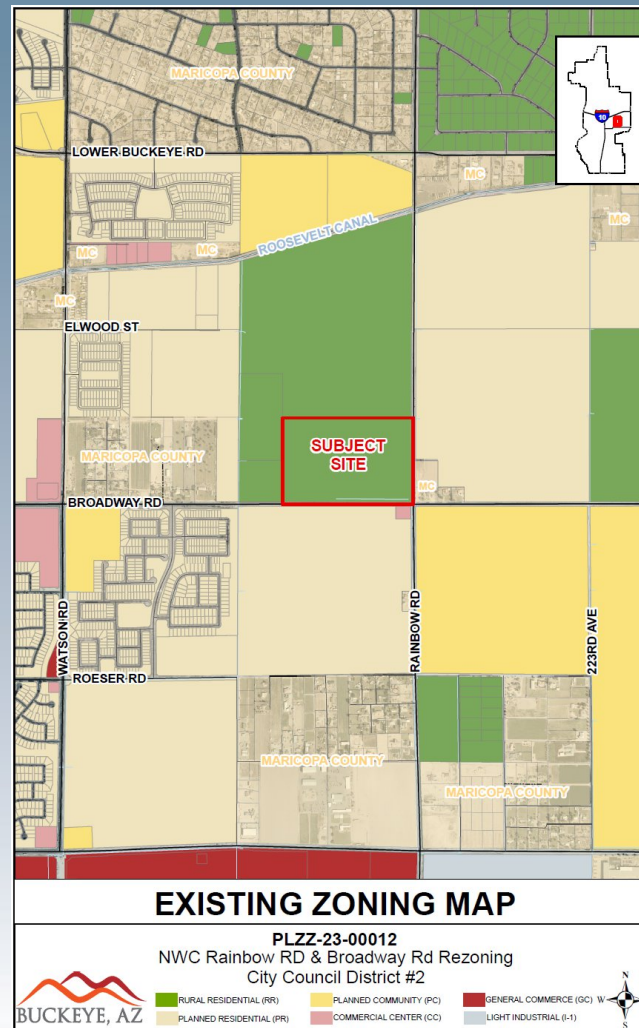
Zoning

Existing Zoning

- Rural Residential (RR)
 - Allows cemetery use;
 - Does not allow commercial.

Proposed Zoning

- Community Mixed Use (CMU)
 - Allows cemetery use and commercial;
 - For properties greater than 5 acres;
 - Provides commercial and service facilities.



Public Participation

Neighborhood Meeting: November 2, 2023

Notice of Hearing: January 26, 2024

Site Posting: January 26, 2024

Newspaper Ad: January 27, 2024

Public Comments: No formal comments received

Key Findings

- The rezoning conforms to the property's General Plan Neighborhood land use designation;
- The rezoning conforms to all requirements of the Buckeye Development Code; and
- There are no outstanding issues for reviewing divisions/departments.

Recommendation

Rezone (PLZZ-23-00012)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (c)
Public Hearing Required

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 05-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE ON APPROXIMATELY 57.5 ACRES, LOCATED AT THE NORTHWEST CORNER OF RAINBOW ROAD AND BROADWAY ROAD, FROM RURAL RESIDENTIAL (RR) TO COMMUNITY MIXED USE (CMU).

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by amending approximately 57.5 acres located at the northwest corner of Rainbow Road and Broadway Road from Rural Residential (RR) to Community Mixed Use (CMU); 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 February 13, 2024, and recommended approval of this zoning change; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 57.5 acres of property, as described in **Exhibit A** and depicted on **Exhibit B**, both attached hereto, (the "Property") from Rural Residential (RR) to Community Mixed Use (CMU).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of the NWC Rainbow Rd. & Broadway Rd. Rezoning Narrative, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit C** attached hereto, and with conditions a-c, attached hereto as **Exhibit D**.

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 5th day of March, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 05-24**

[Legal Description]

See the following pages

December 13, 2023

LEGAL DESCRIPTION FOR
BUCKEYE PARCEL 504-22-023F
REZONING LEGAL

That part of the South Half of the Southeast Quarter of Section 22, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Aluminum Cap in a pothole marking the Southeast Corner of said Section 22 from which the Brass Cap with no identification marking the East Quarter Corner of said Section 22 bears North 00°14'58" East, a distance of 2643.37 feet;

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Containing 2,511,512 Square Feet or 57.656 Acres, more or less.



BUCKEYE PARCEL 504-22-023F
REZONING LEGAL

N89°58'14.45" W 32.87

N00°01'45.55" E 33.00

BOUNDARY

N89°58'14.45" W 1953.01

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Area = 2511512 57.656 AC

Closing course: 174°26'02.19" 0.007974

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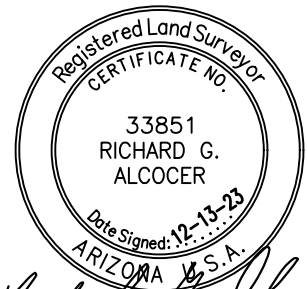
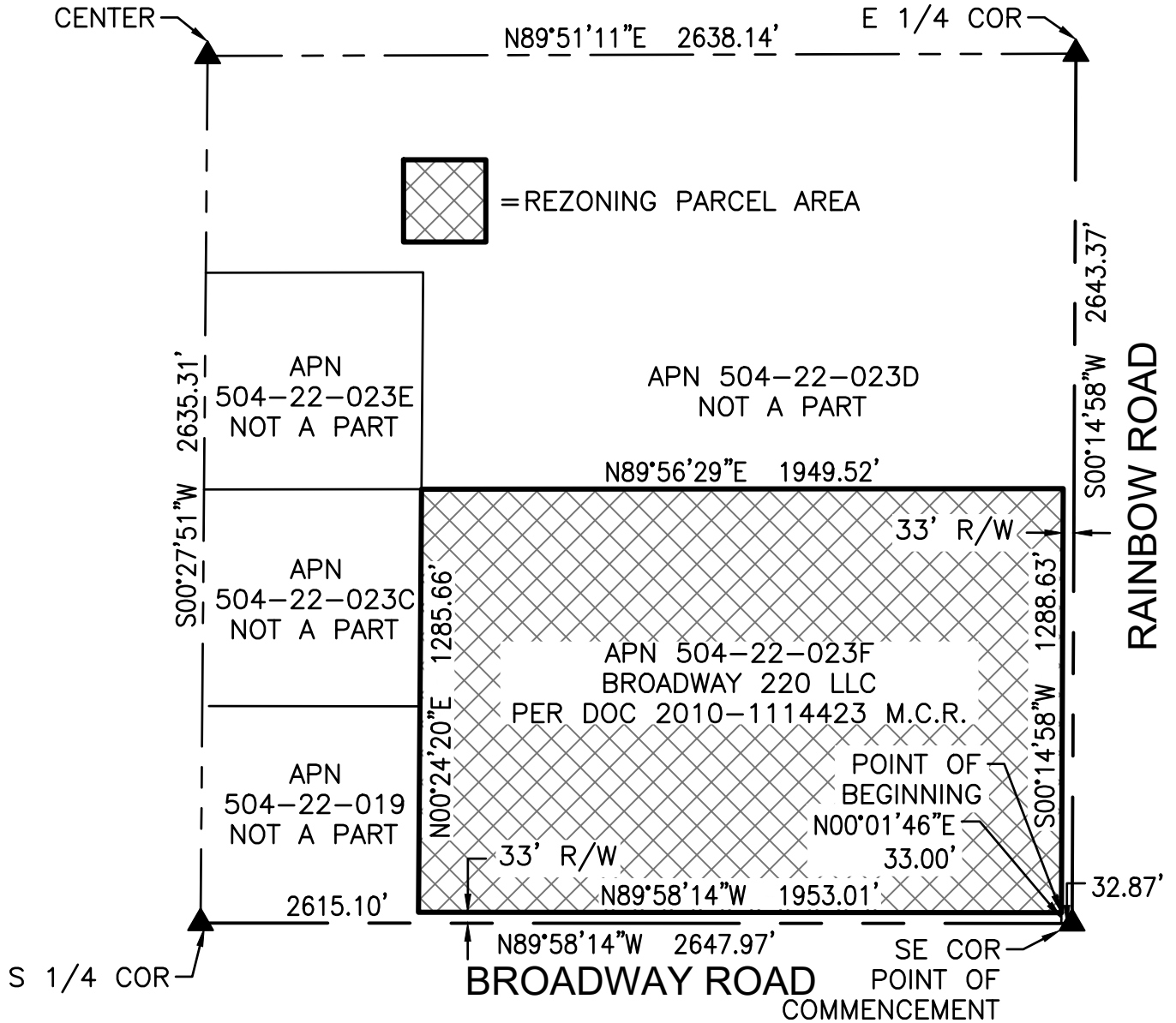


**EXHIBIT B
TO
ORDINANCE NO. 05-24**

[Depiction]

See the following page

SOUTHEAST QUARTER, SECTION 22
TOWNSHIP 1 NORTH, RANGE 3 WEST



Richard G. Alcocer

SCALE 1" = 500'	BUCKEYE PARCEL 504-22-023F	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	REZONING LEGAL	1 OF 1

**EXHIBIT C
TO
ORDINANCE NO. 05-24**

NWC Rainbow Rd. & Broadway Rd. Rezoning Narrative

(On File With the City of Buckeye City Clerk's Office)

**EXHIBIT D
TO
ORDINANCE NO. 05-24**

[Conditions of Approval]

- a. Development of the property shall be in general conformance with the following documents, except as modified by the following conditions.
 - 1. Project Narrative entitled “NWC Rainbow Rd. & Broadway Rd.” consisting of nine pages and stamped received on October 24, 2023.
 - 2. Project Narrative Exhibits consisting of six pages stamped received on November 20, 2023.
 - 3. Legal description with exhibit consisting of three pages stamped received on December 13, 2023.
- b. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
- c. The site plan provided within the narrative exhibits is strictly conceptual and may require modification to achieve conformance with City requirements and policies in response to comments provided with review of a Site Plan application for the project. Additional stipulations pertaining to development of the site will also be provided as part of the project’s Site Plan review.

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

MEETING DATE: 03/05/24	AGENDA ITEM: 5.D. DS - Ordinance No. 06-24 - Public Hearing and Ordinance for Copper Falls III Major Community Master Plan Amendment ("CMPA") and Development Agreement - PLZZ-22-00025
DATE PREPARED: 02/29/24	DISTRICT NO.: Council District No. 1
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 06-24 approving an Amendment to the Copper Falls Community Master Plan as described in Case Number PLZZ-22-00025; approving the Second Amended Development Agreement between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., concerning the development of the northernmost approximately 72.3 acres of the Copper Falls Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

SUMMARY

PROJECT DESCRIPTION:

William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting approval of Application PLZZ-22-00025, a request involving two components, as follows: 1) Major Amendment to the Copper Falls CMP, revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP.

The property subject to these approvals is approximately 72.3 acres located at the southwest corner of Miller Road and Broadway Road. The proposal does not modify any use, standard, or requirement for the southern 203.7 acres within the approved CMP.

Additional information on these requests, including analysis, can be found in the attached staff report.

BENEFITS:

Approval of the proposed amendment will increase the diversity of housing options available in the Miller Road corridor while incorporating standards to minimize impacts on existing residents within the area. Furthermore, the future residents of this development will increase the demand for retail, restaurant, and other commercial services in the area, benefitting all who live and work in vicinity to the property.

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

ATTACHMENTS:

[PLZZ-22-00025 Copper Falls III Major CMP Amendment and DA - Council Staff Report - 030524.docx](#)

[Exhibit A - Aerial Vicinity Map.pdf](#)

[Exhibit B - Zoning Map.pdf](#)

[Exhibit C - General Plan Land Use Map.pdf](#)

[Exhibit D - CMP Amendment Summary Narrative.pdf](#)

[Exhibit E - Proposed CMP Amendment.pdf](#)

[Exhibit F - Citizen Participation Plan.pdf](#)

[Exhibit G - Correspondence from Opposed Residents.pdf](#)

[Exhibit H - Revised Conceptual Site Plan.pdf](#)

[Copper Falls III CMPA Council Presentation \(3-5-24\).pptx](#)

[Ordinance No. 06-24 Copper Falls CMPA.docx](#)

[Development Agreement.022724 TGH.pdf](#)



MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

CASE NUMBER: PLZZ-22-00025

TITLE: Copper Falls III Major Community Master Plan (CMP)
Amendment and Development Agreement

MEETING DATE: March 5, 2024

Applicant: William E. Lally, Tiffany & Bosco, P.A.

Owner(s): GM Gabrych Family Limited Partnership

Request: The request involves two components, as follows: 1) Major Amendment to the Copper Falls Community Master Plan (CMP), revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP. The proposal does not modify any use, standard, or requirement for the southern 202.7 acres within the approved CMP.

District(s): Council District No. 1

Location: Southwest Corner of Miller Road and Broadway Road (Exhibits A, B, and C)

Site size: Approximately 72.3 acres

Public input: An advertised neighborhood meeting was held February 15, 2023. In addition to the applicant and City staff, 13 people attended the meeting. Eleven people, mostly in opposition to the project, spoke during the Planning and Zoning Commission's public hearing on December 12, 2023. A summary of concerns raised at the neighborhood meeting and P&Z hearing can be found within the public participation section of this staff report. All required notices of this public hearing have been completed; written correspondence from neighboring property owners in

opposition to the request is included as an attachment to this staff report.

Recommendation: Conduct a public hearing and recommend that City Council approve the proposed Rezone/Major CMP Amendment subject to conditions (a) through (jj).

PROJECT DESCRIPTION

1. William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting (Exhibits D and E) approval of a Major Amendment to the Copper Falls Community Master Plan. The proposed Amendment, which applies strictly to the northernmost 72.3 acres of the overall 276-acre Copper Falls CMP (as shown in Exhibits A, B, and C), will revise permitted land uses and establish development standards to accommodate development of a combination of commercial and multi-family residential uses on the 72.3-acre subject property. The Amendment also designates a location for potential future development of a Buckeye fire station facility.
2. The proposed amendment does not modify any use or standard for the southern 203.7 acres within the approved CMP.
3. The approved Copper Falls CMP contemplated dividing the subject property into four parcels, to be developed as follows:
 - Parcel 6: The westernmost 31 acres of the site, intended to be developed with single-family residences at a density between 2 and 3 dwelling units per acre.
 - Parcel 7: Approximately 22 acres located east of Parcel 6 and immediately east of the planned collector street, intended to be developed with single-family residences at a density between 2 and 3 dwelling units per acre.
 - Parcel 8: Approximately 21 acres located at the southwest corner of Miller Road and Broadway Road, intended to be developed with commercial uses largely similar to the City's Community Commercial (C-2) zoning district.
 - Parcel 9: Approximately 5 acres located adjacent to Miller Road at the southeast corner of the property, intended to be developed with medical and/or professional offices or other similar uses that are not typically located within a retail shopping center environment.

4. The proposed CMP Amendment will divide the subject property into five parcels, to be developed as follows:
- Parcel 6: 9.28 acres at the northwest corner of the subject property, to be developed with single-story multi-family residential (e.g. bungalows or BTR) at a density not to exceed 15 dwelling units per acre. An approximately 3 acre portion of Parcel 6 is also reserved for a Buckeye Fire Station facility should the City desire to construct and operate one on this property. The proposed Fire Station had originally been proposed in an alternate location. To better suit the needs of the City's Fire Department, the location was shifted to the location shown on Exhibit H, which will supersede the earlier version of the conceptual site plan included in Exhibits D and E.
 - Parcel 7: 13.90 acres located east of parcel 6 and immediately east of the planned collector street, to be developed with single-story multi-family residential (e.g. bungalows or BTR) at a density not to exceed 15 dwelling units per acre. Where it surrounds an existing single-family residence, a 110-foot landscaped buffer zone is provided; within the 55 feet of the buffer nearest the existing home, only low intensity amenities such as trails or seating nodes will be allowed, within the outer 55 feet, higher intensity amenities such as pools or playgrounds may be permitted.
 - Parcel 8: 18.47 acres located at the southwest corner of the site, directly south of Parcel 6, to be developed with two-story multi-family residential at a density not to exceed 15 dwelling units per acre.
 - Parcel 9: 14.79 acres located in the central portion of the site south of Parcel 7, to be developed with multi-story multi-family residential at a density not to exceed 30 dwelling units per acre.
 - Parcel 10: 16.48 acres located at the southwest corner of Miller Road and Broadway Road, to be developed with commercial uses in accordance with the City's Community Commercial (C-2) zoning district, with amendments to limit the number of drive-thru uses occurring on the property to a maximum of four, to prohibit thrift stores (defined as resale of used merchandise), and to prohibit "small box discount stores", more commonly known as dollar stores.
5. As the original CMP did not contemplate multi-family residential uses on the property, the proposed amendment establishes new development standards for the three parcels upon which multi-family residential development is proposed. The standards proposed

are based upon the City's Multi-Family Residential 2 (MF-2) zoning district, with the following modifications:

- Whereas the MF-2 district does not cap maximum density, the proposed CMP limits density to 15 units per acre on Parcels 6, 7, and 8, and 30 units per acre on Parcel 9.
- Maximum lot coverage is reduced from 95 percent allowed in the MF-2 district to 80 percent within the proposed CMP.
- Whereas the MF-2 district does not establish a maximum building height, the proposed CMP limits height to one-story (24') on Parcels 6 and 7, two-stories (34') on Parcel 8, and four-stories (50') on Parcel 9. Within 100 feet of planned single-family residences to the south of the site, height on Parcel 9 is further limited to three-stories (40').
- The CMP proposes a minimum 60 foot setback on Parcel 9 from adjacent single-family residential lots to the south and a 110 foot landscape buffer on Parcel 7 from the existing single-family homestead that the site surrounds, exceeding the 20 foot buffer requirement within the Development Code.
- Landscape setback requirements adjacent to Broadway Road, an arterial street, are increased by 5 feet from the 25 feet typically required to 30 feet.

6. Development standards for the commercial parcel (Parcel 10) are based upon the standards of the Community Commercial (C-2) district, with the following exceptions:

- Whereas a 25-foot landscape buffer is typically required adjacent to arterial streets such as Miller Road and Broadway Road, the CMP reduces this requirement to 5 feet.
- The C-2 district allows for a 0' front setback; the proposed CMP provides for a minimum 10' front setback.
- The C-2 district requires a 50-foot building setback and 20-foot landscape buffer where commercial sites abut residential development. The proposed CMP reduces the required building setback in these instances to 0 or 10 feet depending upon location and reduces the minimum landscape buffer to 5 feet, though an existing greenbelt that separate this site from the adjacent single-family lots will result in a more typical separation of uses.

7. The proposal further defines architectural requirements for development of the property, intending to utilize a modern agrarian architectural style to complement the City's heritage and the existing semi-rural character of the area. No architectural standards are reduced through this proposal.

8. Access, circulation, and open space requirements are unchanged from the existing Copper Falls CMP.
9. The Buckeye Development Code requires any CMP approval be accompanied by a Development Agreement to define developer and City obligations pertaining to development of the project. As the nature of the proposed development will change from what had originally been approved, an amendment to the previously approved Development Agreement is necessary. The amended agreement applies only to the portion of the property subject to this CMPA. The most noteworthy components of the proposed amended Development Agreement include:
 - Dedication, design, and construction obligations related to streets and traffic signals on the perimeter of the project, including improvements to both Miller Road and Broadway Road. Required improvements to Broadway Road span the full length of the property, including the portion in front of the homestead property that is not included in this CMPA.
 - Dedication, design, and construction obligations related to the approximate 3-acre Fire Station site at the northwest corner of the subject property. The agreement obligates the developer to dedicate the property to the City at no cost. The City will be responsible for designing and constructing the fire station, if and when the need for a fire station at that location is warranted. The City may also utilize this property, in whole or in part, for a different governmental purpose such as a police facility or public park.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Active Farmland	Master Planned Community	Planned Community (PC) with Copper Falls CMP overlay
North of Broadway Road	Northwood Park Estates large lot single-family residential subdivision	Neighborhood	Rural Residential (RR)
East of Miller Road	Active farmland planned for Fry's Shopping Center	Neighborhood	Commercial Center (CC) and Planned Residential (PR)
South	Copper Falls single-family residential subdivision	Master Planned Community	Planned Community (PC) with Copper Falls CMP

	(under construction)		Overlay
West	Active farmland	Neighborhood	Planned Residential (PR)

PUBLIC PARTICIPATION SUMMARY:

10. A neighborhood meeting, providing the initial opportunity for interested parties to learn more about the request, was held on Wednesday, February 15, 2023 at 6:00 P.M. in the gymnasium of Bales Elementary School. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on January 1, 2023, over fifteen (15) days prior to the date of the meeting.
11. The applicant reports that approximately 13 people attended the neighborhood meeting. a higher density next to single-family homes. Topics discussed that evening include anticipated increases in traffic in the area, impacts to police and fire response times, capacity of area schools, general concerns for the changing character of the neighborhood, increases in crime neighbors believed would be associated with multi-family residences, housing demand, and the sufficiency of City water and sewer systems. A summary of the applicant's responses to each of the concerns raised at the meeting can be found starting on Page 6 of the attached Citizen Participation Report, Exhibit G.
12. The applicant notes that several elements of the proposed land plan was revised based upon feedback received during the public process, including provision of single-story product on the north edge of the site and enlarging the commercial area from what was originally conceived.
13. The applicant notes that following the neighborhood meeting, additional conversations between the developer and Northwood Park Estates Homeowner's Association occurred. The topic of the developer of this project constructing a wall on the north side of Broadway Road, similar to what was recently agreed to by the developer of the Nirvana at Miller project, was discussed but at the time not agreed to for reasons related to cost and the belief by the developer that the proposed CMP land plan, which provides for only single-story multi-family on the north end of the site, will be sufficient to limit privacy impacts.
14. In addition to the concerns raised at the neighborhood meeting, staff has received written correspondence (Exhibit G) from five nearby residents opposed to the project. The

specific concerns raised in this correspondence are similar to those raised by residents at the neighborhood meeting.

15. The applicant met with Northwood Park Estates (NWPE) HOA president Michael Dyrz and several other neighbors who live in proximity to the subject property on November 27, 2023, and attended the Northwood Park Estates HOA meeting on December 10, 2023. At these meetings, the applicant agreed to several concessions, including a reduction in building heights and acquiesced to construct the previously discussed solid screen wall along the south property line of thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision. These concessions are reflected in the conditions of approval recommended with this case.
16. Eleven members of the public spoke during the December 12, 2023 Planning & Zoning Commission public hearing on this item. The speakers were largely in opposition to the project, citing concerns over low-income housing devaluing single-family home values, availability of water capacity, traffic increases, light and noise pollution, and impacts to public safety.
17. All required notifications of this public hearing are scheduled to be completed at least fifteen (15) days in advance of this meeting, as follows:

Notification Element	Date
Published in the Arizona Republic	To run on or before February 19, 2024
Site Posted	To be posted on or before February 19, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	To be mailed on or before February 19, 2024

BACKGROUND:

18. December 2004: With the entirety of the Copper Falls CMP, the subject property was annexed into the City of Buckeye under Ordinance 61-04.
19. October 2005: The Mayor and City Council approved the Copper Falls CMP for the subject property under Ordinance 59-05. The 2005 CMP remains in full force and effect and, relative to this northern portion of Copper Falls, has not previously been amended.

20. November 14, 2023: This CMP Amendment request was continued to the December 12, 2023 Planning & Zoning Commission meeting at the request of the applicant.
21. December 12, 2023: The Planning & Zoning Commission recommended approval of the proposed CMP Amendment, 7-0, subject to conditions “a” through “jj”.

ANALYSIS:

Uses

22. The multi-family residential, commercial, and fire station land uses proposed, as previously described in “Project Description” section of this report, conform to the property’s General Plan land use designation of “Master Planned Community”. With approval of the amendment, the overall density within the Copper Falls master plan will increase from a maximum of 790 residences on 276 acres (2.9 dwelling units/acre) to 1,708 residences on that same acreage (6.2 dwelling units/acre). Within the square mile bounded by Broadway Road, Miller Road, Rooks Road, and Southern Avenue, the planned density will increase from 2.7 dwelling units per acre (1,747 homes on 640 acres) to 4.1 dwelling units per acre (2,655 homes on 640 acres), a density typical of suburban communities.
23. Incorporation of multi-family residential uses into a predominantly single-family residential master planned community is typically good planning practice, as a diverse housing portfolio allows the community to attract a range of residents who may not be interested in owning and maintaining a traditional single-family residence. Furthermore, the proposed CMP Amendment will create opportunities for three different multi-family residential product types, each likely appealing to different subsets of prospective residents.
24. The planned commercial corner, in unison with the planned commercial corner at the southeast corner of Miller Road and Broadway Road and the existing commercial corner at the northwest corner of Miller Road and Broadway Road, will accommodate the retail and service needs of both existing and future area residents. The proposed uses, based upon the City’s C-2 district but further restricted through the CMPA to limit drive-thrus and preclude thrift stores and dollar stores, are appropriate in proximity to existing and planned residential uses.

25. The proposed fire station site at the property's northwest corner will allow the City's Fire Department to construct a facility to improve emergency response times in the vicinity of this site, if and when the need arises. The site enjoys excellent access to Broadway Road and is sized to accommodate the City's current fire station prototype design. Alternate use of the property for a public purpose, such as for a public park or police station, will also be permitted on this site if a fire station is not needed in this location.

Access and Circulation

26. Access and circulation are unchanged from the current Copper Falls CMP. All proposed development parcels enjoy excellent access, either directly to Miller Road and/or Broadway Road, or to those streets via a new collector roadway that traverses the site from north to south, connecting to the segment constructed with the single-family residential portion of Copper Falls.
27. The developer will be responsible for the construction of half-street improvements to Miller Road and Broadway Road adjacent to the project, including the portion of Broadway Road that runs in front of the homestead parcel that is an exception to this CMPA.
28. The developer will contribute to the cost of regional traffic signals and be fully responsible for the installation of any additional, non-regional signals warranted by the traffic demands of any future development of this site.

Development Standards

29. The proposed dimensional standards for the multi-family residential parcels are based upon the City's MF-2 district, with modifications proposed through the CMPA to significantly increase setbacks and buffers and reduce building heights and densities from what application of base MF-2 zoning would allow. The modified standards are appropriate to ensure that the proposed development will be a good neighbor to existing and planned single-family residences in the area.
30. The proposed development standards for the commercial parcel are based upon the City's C-2 district. Modifications to base C-2 standards are proposed, including reductions to landscape setback requirements adjacent to Miller Road and Broadway Road, and reductions to the landscape buffer requirement between the proposed commercial center and adjoining residential properties. The reduced buffer between residential and commercial uses is supported as the property is separated from adjoining lots planned

for single-family residences by a green belt that reduces the need for additional separation.

31. Open space in the amount of 20 percent will be provided with each development component, consistent with City requirements.

Design Requirements

32. The proposed CMPA further defines architectural expectations for this site, identifying a modern agrarian architectural style designed to complement the existing semi-rural character of the area and pay tribute to the City's agricultural heritage. Between the design requirements of the CMP and requirements within the City's Development Code, the design of any building within this project is ensured to be of high quality and respectful to the existing visual character within the area. All site and building design will be finalized when site plans for the various parcels are submitted and reviewed.

Water and Wastewater

33. The Engineering Department has reviewed and approved Preliminary Water and Sewer Analyses that have been updated to reflect potential modified demands based upon the revisions to land uses within the CMP.

Development Agreement

34. All pertinent City Departments impacted by the proposed Development Agreement, including, Engineering, Community Services, Water Resources, and Development Services, have reviewed the Development Agreement and believe it to be in the best interest of the City to approve the agreement as proposed. The City Attorney's Office has played the lead role with regard to preparation and review of the agreement language.

RECOMMENDATION:

35. Staff recommends City Council conduct a public hearing and adopt Ordinance No. 06-24, approving a Major Community Master Plan Amendment and Development Agreement Amendment for Copper Falls III, Application PLZZ-22-00025, subject to Conditions (a) through (jj), below, for the following reasons:

- The CMP Amendment conforms to the property's Master Planned Community General Plan land use designation.
- The CMP Amendment and Development Agreement conform to the requirements of the Buckeye Development Code and will result in high quality development of the property in furtherance of several City goals identified in the General Plan.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

- a. Development of the property shall be in general conformance with the Copper Falls Community Master Plan entitled “Copper Falls Community Master Plan 2023” consisting of 52 pages dated October 23, 2023, except as modified by the following conditions.
- b. Development of the property shall be in general conformance to the project narrative report entitled “Narrative for Major Amendment to Copper Falls Community Master Plan” consisting of 17 pages, dated May 31, 2023, except as modified by the following conditions.
- c. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
- d. The configuration and location of the Fire Station parcel shall be revised to provide a minimum of 350 feet of frontage on Broadway Road, with a minimum acreage of 3.0, as shown on the revised Conceptual Site Plan exhibit dated November 14, 2023, and received on November 21, 2023.
- e. Maximum densities and heights/stories for the planned residential parcels shall be governed by the revised Conceptual Site Plan exhibit dated December 12, 2023 and received on December 12, 2023.
- f. The “MF/Single Story Landscape Buffer and Amenity Area” provided where Parcel 7 abuts an existing homestead shall be as depicted on the plan dated November 14, 2023, and received on November 21, 2023. The types of open space amenities that may be provided in the 55-foot portion of the buffer closest to the existing single-family home shall be restricted to lower intensity amenities, such as passive trail systems or similar uses that do not create significant light or noise impacts on nearby residences. Active open space amenities may be allowed in the 55-foot portion of the buffer nearest to Parcel 7, including playgrounds, turf areas and other similar multi-family open space amenities. The lighting of these facilities may be appropriate as determined at the time of site plan review. The buffer shall be measured from the property line of the existing homestead.
- g. Alternate permitted uses of the “fire station parcel” shall include public park, public library, and/or police station.
- h. The property owner, at the time of the issuance of the first building permit for the development, shall install a six (6) foot high wall along the south property line of the thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision.

- i. If the proposed CMPA is approved by the City Council, within 45 days of that approval, the applicant shall provide the Planning Division with revised versions of the “Copper Falls Community Master Plan” document and the “Narrative for Major Amendment to Copper Falls Community Master Plan” document, having updated any applicable text and maps within each document to reflect: 1) the revised fire station location and alternate uses per conditions (d) and (g), 2) the revised maximum densities and stories for residential parcels per condition (e), and 3) the updated buffer language per condition (f). Upon confirmation by staff that the revised documents address the requirements of this condition, those versions shall become the final, approved version of the CMP Amendment.
- j. All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.
- k. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.
- l. 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.
- m. Phasing of public infrastructure shall be subject to a phasing plan. Any residential parcel that receives permit for construction shall build the Broadway Road improvements as required in these conditions. Any commercial permit for construction shall construct the Miller Road improvements as required in these conditions and the portion of Broadway Road improvement that is adjacent to the commercial property, as approved by the City.
- n. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.
- o. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City. The Site Plan shall make all accommodations to comply with the final approved Traffic Impact Analysis.
- p. Prior to permit issuance approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

- q. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix/Maricopa County hundred block grid alignment.
- r. Collector streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.
- s. Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share of the "Regional Traffic Signal Costs", based on acreage, of the cost of up to nine (9) traffic signals to be installed within this section of land. 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.
- t. 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 W Broadway Road to the north and S Miller Road to the East based on City of Buckeye standards.
- u. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, 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.
- v. The A bi-directional WB-50 truck routing, including wheel paths, is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed. This includes a 2-foot shy distance to the curbs.
- w. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
- x. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
- y. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

- z. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.
- aa. The proposed open channel design is not following the City of Buckeye Engineering Design Standards. The applicant may work with the City for items such as lining, side slopes, depth, which may be approved conditionally. The preliminary master drainage report (PMDR) for Copper Falls does not provide language allowing deviations from the City's design standards.
- bb. The Sewer Master Plan must verify that the Miller Road Sewer line between RID and Broadway has available capacity for the proposed land use based on the full tributary area.
- cc. Approximately 196.70' of Frontage along Miller on the SEC of the development would need an additional 30' of ROW dedicated to match the Major Arterial section and line up with the ROW to the south (Copper Falls).
- dd. The North South Street is 254th Avenue. 254th Ave shall be a minimum of 3 lane collector roadway and designed per the approved TIA at the time of site plan or subdivision plat approval.
- ee. All streets and street cross-sections, public and private, shall be adjusted to accommodate the TIA once it is approved. The approved TIA will determine the east west roadway cross-section, which may be a private drive if supported in the TIA, as well as the connection to the main driveway and the intersection design that aligns to the proposed signal on Miller Road. Developer/Property Owner is required to install the traffic signal at 254th Ave and Broadway Road, when warranted.
- ff. Due to the traffic related to the proposed density and proposed roadways/circulation dual westbound left turn lanes are needed on Broadway Road to 254th Ave or as determined by the approved TIA.
- gg. Copper Falls shall match the location of the proposed signal/main driveway entrance at the Fry's development to the east if full access is desired from Miller Road. All other driveways on Miller Road shall meet City of Buckeye traffic engineering standards and requirements.

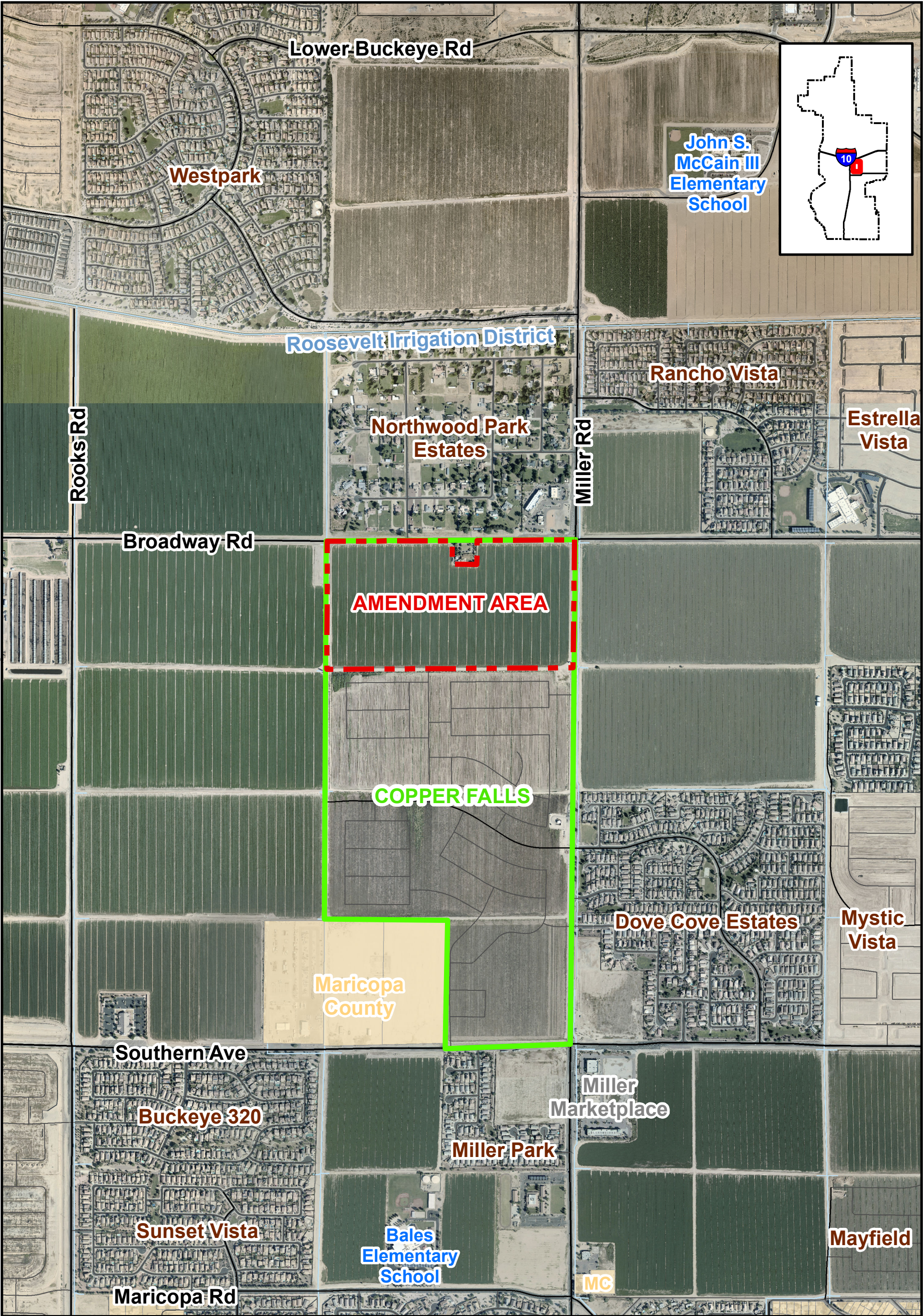
- hh. Copper falls is required to pay/reimburse half of the traffic signal cost at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road.
- ii. Copper Falls is required to improve the Broadway Road half street in front of the outparcel along Broadway Road per the original CMP.
- jj. Copper Falls shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road.

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D – CMP Amendment Summary
- Exhibit E – Proposed CMP Amendment
- Exhibit F – Citizen Participation Plan
- Exhibit G – Correspondence from Opposed Residents
- Exhibit H – Revised Conceptual Site Plan

Prepared By:
Ken Galica, Principal Planner

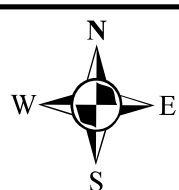
Reviewed By:
Adam Copeland, Deputy Planning Director

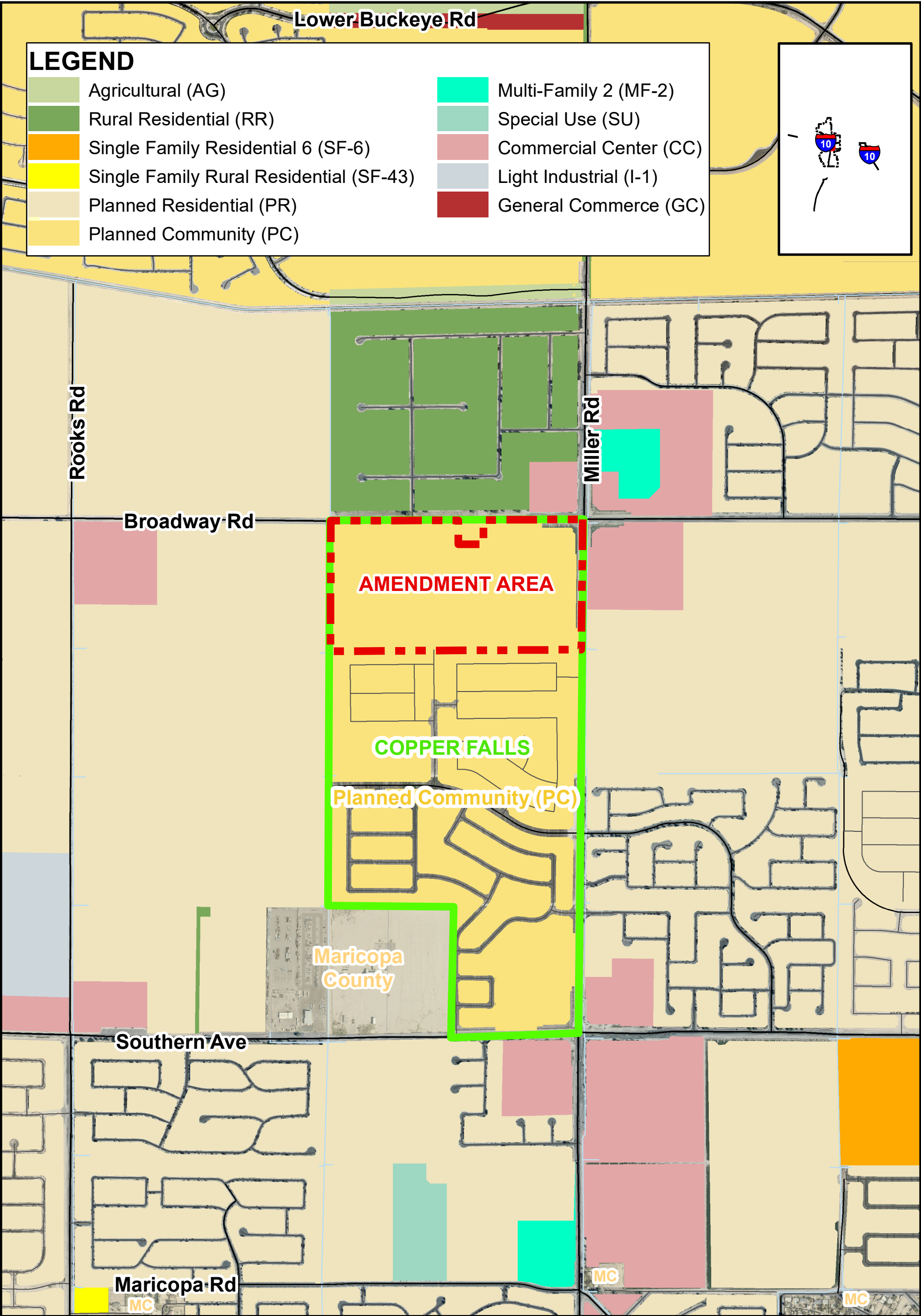


VICINITY MAP



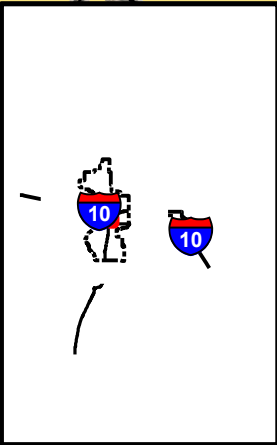
PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1

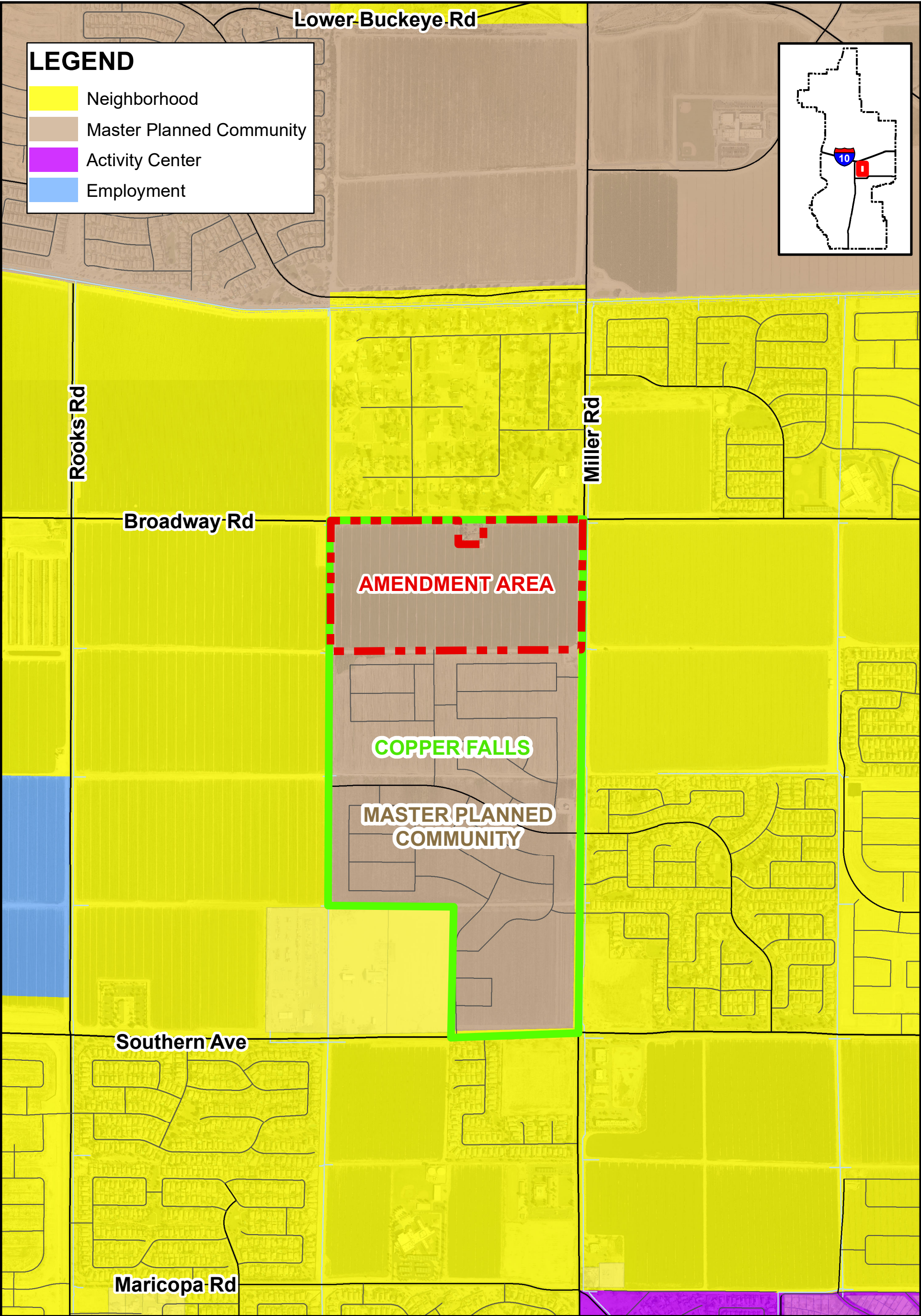




LEGEND

Agricultural (AG)	Multi-Family 2 (MF-2)
Rural Residential (RR)	Special Use (SU)
Single Family Residential 6 (SF-6)	Commercial Center (CC)
Single Family Rural Residential (SF-43)	Light Industrial (I-1)
Planned Residential (PR)	General Commerce (GC)
Planned Community (PC)	

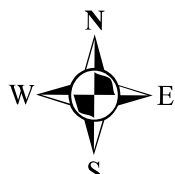




GENERAL PLAN LAND USE MAP



PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1



COPPER FALLS III

Narrative for Major Amendment to Copper Falls Community Master Plan

City of Buckeye

Application Case #: PLZZ-22-00025

Submittal: November 23, 2022

Second Submittal: April 21, 2023

Third Submittal: May 31, 2023

Applicant/Representative:



William E. Lally
2525 E. Camelback Road
Phoenix, AZ 85016

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Table of Exhibits

Exhibit A – Regional Context Aerial Map

Exhibit B – 2005 CMP Land Use Plan

Exhibit C – 2019 and 2023 CMP Amendment Areas

Exhibit D – 2023 Conceptual Land Use Master Plan

Exhibit E – Conceptual Modern Barn House Imagery

I. PROJECT PROFILE

Project Name	Copper Falls III
Property Owners	GM GABRYCH FAMILY LP
Assessor Parcel Numbers	504-40-012K
Project Location	Southwest corner of W. Broadway Road and Miller Road
Project Area	72.29 Acres
Current Zoning	Planned Community
General Plan	Master Plan Community (MPC)
Development Team	<u>Developer</u> IndiCap Inc. 3133 W. Frye Road, Suite 101 Chandler, AZ 85226 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William E. Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Architects</u> Ware Malcolm 2777 E. Camelback Road, Suite 325 Phoenix, AZ 85016 <u>Engineering</u> CVL Consultants 4550 N. 12 th Street Phoenix, AZ 85014

II. INTRODUCTION

This application request is to amend the Copper Falls Community Master Plan ("Copper Falls" or the "CMP") which was originally approved on October 18, 2005 and amended on February 26, 2019. Copper Falls is approximately 275 total acres generally located at the southwest corner of Broadway Road and Miller Road. **See Exhibit A: Regional Context Aerial.** In 2005, the CMP consisted of two commercial parcels and one medical/office parcel totaling 46 net acres, as well as, six single-family residential development parcels totaling 229 acres and supporting 857 residential lots. **See Exhibit B: 2005 CMP Land Use Plan**

In 2019, an amendment to Copper Falls was approved which superseded the original 2005 approvals. However, the 2019 amendment only affected approximately 176.5 acres located immediately south of this proposed amendment area. Copper Falls is comprised of multiple parcels; however, this application only relates to Maricopa County APN 504-40-012K (the "2023 Amendment Area"). **See Exhibit C: Amendment Areas.** The 2023 Amendment Area is approximately 72.29 acres located in the northern portion of Copper Falls extending approximately 2,500 feet west of Miller Road and 1,300 feet south of Broadway Road.

The proposed Conceptual Land Use Plan in the 2023 Amendment Area provides for a combination of multi-family, commercial, and open space uses utilizing development standards that are respectful of surrounding uses. The multi-family uses are split into "MF, Single Story", "MF, Two Story" and "MF, Multi-Story" while the remaining uses are simply referred to as "Commercial". **See Exhibit D: 2023 Conceptual Land Use Master Plan.**

At the September 6, 2022 Buckeye City Council meeting, the City Council proclaimed that the City recognizes that the Phoenix Metropolitan area is experiencing a dire housing shortage and requesting that all staff, departments, citizen committees, neighborhood leaders, and residents work together to develop solutions to this housing shortage (the "Proclamation"). In the Proclamation, it states that that more housing needs to be brought to market quickly, and that successful economic development begins with pro-housing policies. This proposal seeks to provide for additional housing types to meet the housing shortage and support the City's growing economic development and employment uses developing in the nearby areas.

The 2023 Amendment Area is currently undeveloped and is utilized for agriculture uses. Approval of this application will allow the Developer to create a reconfigured land plan for the 2023 Amendment Area with a combination of multi-family residential, commercial and open space uses.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning

Copper Falls is designated as a Community Master Plan in the City General Plan and zoned Planned Community (PC) which is an obsolete zoning district.

This proposed amendment to the CMP is for approximately 72.29 acres generally located at the southwest corner of Broadway Road and Miller Road. The 2023 Amendment Area is currently known as Parcels 6, 7, 8 and 9 in the CMP. **See Exhibit B: 2005 CMP Land Use Map.** The CMP currently provides for a combination of residential, commercial, office and open space uses in the 2023 Amendment Area.

Vicinity Information

The 2023 Amendment Area is generally surrounded by vacant agricultural property with single family homes to the north of Broadway Road. Copper Falls and all of the adjacent properties are located within the City. The following is the surrounding land use context:

- North
 - o APN 504-40-012B
 - Single Family Residential use (located south of Broadway Road approximately 1,000 feet west of Miller Road) that falls within the Copper Falls CMP but is not within the purview of this amendment application
 - o North of Broadway Road
 - Generally single family homes within the Rural Residential (RR) zoning district.
 - Approximately 5.7 acres at the hard northwest corner of W. Broadway Road and Miller Road is zoned Community Commercial (CC)
- East:
 - o Vacant agricultural land is located east of Miller Road within the Planned Residential (PR) (obsolete) zoning district
- West
 - o Vacant agricultural land is located adjacent to the western boundary of the Amendment Area within the Planned Residential (PR) (obsolete) zoning district
- South:
 - o Pulte Homes currently owns APN 504-41-925C (the "Pulte Property") which is located adjacent to the south of the Amendment Area but within Copper Falls. Single family neighborhoods are proposed and developing in this area.

Topography

There are no significant topographical or natural features of Copper Falls. The 2023 Amendment Area is undeveloped land currently used for agriculture. A Preliminary Grading and Drainage Report will be provided with this Application to give further information on the topographical conditions of the 2023 Amendment Area.

Current Circulation

Broadway Road runs east and west along the northern boundary of the 2023 Amendment Area, and Miller Road runs north and south along the eastern boundary of the 2023 Amendment Area. Both Broadway Road and Miller Road are classified as Major Arterials.

The southern and western boundaries of the 2023 Amendment Area are located adjacent to other parcels without any dedicated or private roadways. The 2019 Amendment Area Land Use Master Plan depicts a collector road connecting Broadway Road and Miller Road which provides direct access to current Parcels 2, 3, 4A, 4B, 5, 6 and 7. The proposed Conceptual Land Use Master Plan maintains the same collector road through the 2023 Amendment Area.

SR 85 is located approximately 1.5 miles west of the Amendment Area and I-10 is located approximately 1.8 miles north of the Amendment Area.

The developer will work with the City to ensure that all required right of way development standards are met.

IV. DESCRIPTION OF THE REQUEST

The proposed major amendment will allow for the development of a combination of multi-family residential (including areas restricted to single story), commercial and open space.

Conceptual Land Use Master Plan

The Conceptual Land Use Plan for the 2023 Amendment Area includes single, two, and multi-story multi-family uses in addition to a commercial area. This also includes revised height restrictions depending on location relative to single family residences.

The 2023 Amendment Area currently consists of Parcels 6-9, and the proposed Conceptual Land Use Plan includes an additional parcel; Parcel 10 for commercial uses. Parcels 6 and 7 are designated MF, Single Story; Parcel 8 is designated as MF, Two Story; Parcel 9 is designated as MF, Multi-Story; and Parcel 10 is designated Commercial.

The Property is located at the southwest corner of Broadway Road and Miller Road; both of which are major arterials. The Property will integrate commercial uses (Parcel 10) with the residential uses of the remaining Parcels through walkable paths that interconnect the Property. Parcels 8 and 9 will provide sufficient setbacks to the single family residential

homes to the south, while Broadway Road will provide a sufficient buffer for the single family residential homes to the north. The Property will also integrate a minimum of 20% open space throughout.

Parcels 6 and 7 – (MF, Single Story)

Parcel 6 is approximately 9.28 acres located along the western boundary of the 2023 Amendment Area. A future collector road is depicted to run along the eastern boundary of Parcel 6 similar to the currently approved CMP. It will also include an open space area running along the northern and western boundary including pedestrian friendly trails to the south. Parcel 6 is restricted to single story and 24 feet of height, and it maintains a maximum of 15 dwelling units per acre.

Parcel 7 is 13.90 acres that also utilizes a single story restriction. Parcel 7 is also located adjacent to a single family residential home (APN 504-40-012B) which is also located in the CMP but not within the 2023 Amendment Area. The single family residential home will be buffered by sufficient open space areas. Pedestrian trails will be located between Parcel 7 and Parcel 9 to promote interconnectivity. The collector road to the west of Parcel 7 will provide access to the residences. Parcel 7 is also restricted to single story and 24 feet of height, and it maintains a maximum of 15 dwelling units per acre. Parcel 7 will also be styled to blend with the surrounding areas including a “modern barn house” style that incorporates the essence of the City of Buckeye into the design. Conceptual imagery of the proposed architecture is included as **Exhibit E: Conceptual Modern Barn House Imagery**.

Parcel 7 (Fire Station Option)

Parcel 7 may include a three (3) acre City fire station located along Broadway Road between the Youngker Homestead and Parcel 10 as depicted in the 2023 Conceptual Land Use Master Plan. If the fire station is not constructed, then the Parcel 6 & 7 development standards will apply. If the fire station is ultimately constructed, then it will include separate development standards including a maximum height of 24 feet with additional height allowed for any tower elements and design features. Building setbacks of 50 feet will be required along the north, south, and west with zero (0) feet required along the east along Parcel 10. Landscape setbacks of five (5) feet will also be required along the north, south, and west with zero feet required along Parcel 10 to the east.

Parcel 8 – (MF, Two Story)

Parcel 8 is 18.47 acres located in the southwest quadrant of the 2023 Amendment Area. Parcel 8 is permitted 15 dwelling units per acre. A greenbelt traverses the western and southern boundary of the Parcel to act as a buffer between the Pulte Property to the south which will include single family residences. The collector road to the east of the Parcel will

provide access. The development standards for Parcel 8 will generally mirror those of Parcels 6, 7 and 9; however, the units will be restricted to two stories in height. A 60-foot landscape buffer is provided between the Pulte Property to the south.

Parcel 9 – (MF, Multi-Story)

Parcel 9 is 14.79 acres located east of Parcel 8 (MF, Multi-Story), south of Parcel 7 (MF, Single Story), north of the Pulte Property, and west of Parcel 10 (Commercial). Parcel 9 is also permitted 30 dwelling units per acres. The open space greenbelt traverses the southern boundary of Parcel 9 providing a buffer to the Pulte Property to the south.

Parcel 9 utilizes the MF, Multi-Story with height restrictions varying from 40 feet to 50 feet. A 60-foot landscape buffer is provided between the Pulte Property to the south. Units located 60 feet to 100 feet from the single family residences are restricted to 40 feet in height and any units beyond 100 feet are allowed 50 feet in height.

Parcel 10 – (Commercial)

Parcel 10 is 16.48 acres which is located at the southwest corner of Broadway Road and Miller Road. Parcel 10 will be designated for commercial uses and relevant development standards. Parcel 10 will be restricted to no more than six (6) drive-in restaurants and zero thrift or "dollar" stores. The multi-family uses and the commercial uses will be interconnected with pedestrian friendly walking paths which allow for ease of accessibility.

Open Space and Integrated Pathways

As noted in the foregoing Parcel descriptions, the Conceptual Land Use Master Plan provides for ample open space throughout the 2023 Amendment Area including around the single family residential property located along Broadway Road. 20% open space is included in the 2023 Amendment Area. The 2023 Amendment Area will also include paths throughout the open space greenbelt to ease access and provide walkability of the Property.

Conceptual Circulation

The Conceptual Land Use Master Plan proposes an eighty (80) foot right of way from Broadway Road heading south to the Pulte Property. The right of way provides access to the future residents of Parcels 6, 7, 8 and 9. The commercial uses located in Parcel 10 will have two direct points of access from Broadway Road and the commercial pads along the eastern end of the Amendment Area will also have two (2) direct points of access from Miller Road.

Parcel 7 will have two (2) secondary points of access from Parcel 10 to the north. Additionally, Parcel 9 will have one (1) direct point of access from Miller Road through Parcel 10. The design and width of these roads will be determined through the site planning process.

V. Utilities and Services

Source of Water/Wastewater Management

The water and sewer service provider is the City of Buckeye. A Water Design Report and Wastewater Design Report have been submitted.

Fire and Police Protection

Fire and police will be provided by the City of Buckeye. Buckeye Fire Department Station 706 is located approximately 2.5 miles north of the Amendment Area. The nearest police department is approximately 4.1 miles south of the Amendment Area. A new fire station may be constructed by the City on Parcel 7, which is indicated as "Parcel 7 – Fire Station Option" on the land use master plan. Separate development standards are indicated on the land use master plan if the fire station is constructed.

Streetlight Improvement District (SLID)

A SLID shall be formed for the development.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment and development will further the goals and policies of the City 2040 General Plan.

Goal G-1: To guide a pattern of land use that provides opportunities for diverse, active lifestyles, and excellent quality of life.

The Applicant is dedicated to developing this property into a quality multi-family residential neighborhood. The development will include ample amenities for residents to lead active and healthy lifestyles. The location of residential and commercial uses located within the vicinity provides for ease of living. Multi-family alternatives in this region are vital to creating accessible housing for an increasingly growing region in lieu of the sole single family residential options that pervade the area.

Policy G-1.9: Where applicable, development will follow the approved Master Planned Community plan or Area Plan.

The current Copper Falls Conceptual Land Use Plan for the 2023 Amendment Area is obsolete and must be updated to meet the demand the property and the region. The City's Proclamation calls for additional housing opportunities, and this proposed Amendment to the CMP answers the call for additional quality housing in the City.

The proposed update will complement the adjacent Community Master Plan that was recently approved in 2019.

Goal G-2: *Residential development is considerate of existing adjacent residential development.*

The existing single-family home on the north of the Property will be provided a buffer with open space around it to minimize the impact of this development. The other existing residential uses near the Amendment Area are located north of Broadway Road and open space areas are proposed along Broadway Road as additional buffer. This development will provide additional commercial and retail uses to support the local residences including those outside of the Copper Falls CMP.

Policy G-2.2: *Multi-family development should provide enhanced architectural and / or site design features and provide appropriate buffers and / or setbacks when adjacent to existing single-family residential uses.*

The Applicant will provide ample buffers including open space between the multi-family uses and any single-family residences. The proposed Amendment includes restrictions for height for residences located closer to single family homes, and Parcels 6 and 7 are restricted to single stories and 24 feet in height.

Goal G-2.4: *Uses with different densities, intensities and / or character should incorporate appropriate transitions with developed area to reduce potential negative impacts. Appropriate transitions may include, but are not limited to varied lot sizes, landscape buffers, setbacks, and roadway and building design.*

The Conceptual Land Use Plan depicts a greenbelt that flows east and west in multiple areas of the Amendment Area to buffer the different densities located in the CMP and outside of the CMP. Although the plan is currently conceptual in nature, future site plans will confirm detail including a variety of landscape buffers, open space, retention areas and roadways to separate the uses and character areas in the Amendment Area.

VII. CONCLUSION

The proposed amendment to the Copper Falls CMP provides the framework for a mix of multi-family, commercial and open space. A shortage of affordable and attainable housing is affecting the City and surrounding valley municipalities housing stock, and this proposed Amendment addresses those housing needs with the surrounding properties

in mind through buffers and height restrictions. The proposed Amendment will assist in alleviating the housing shortage while also attending to the demands of the current residential market.

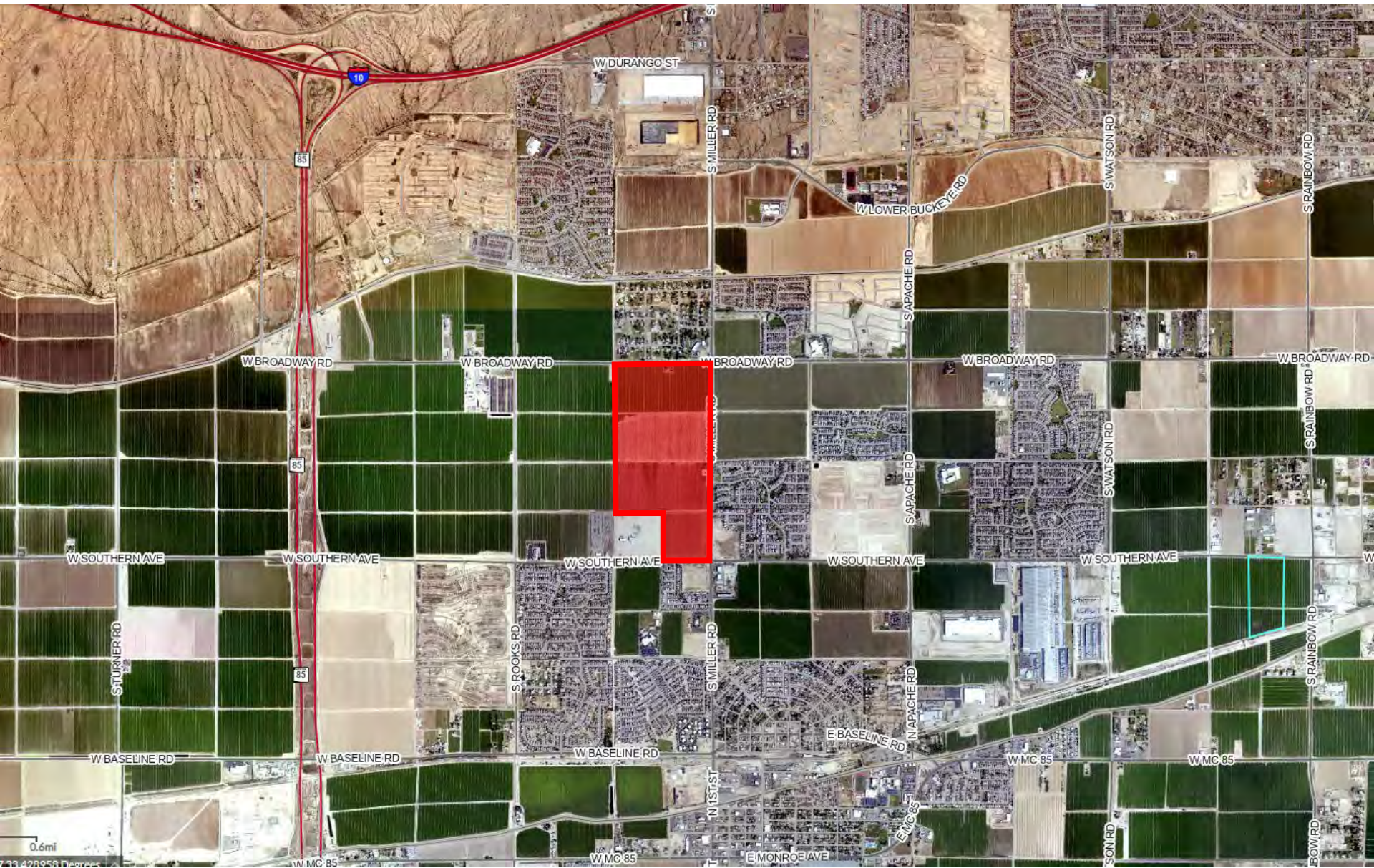


EXHIBIT B

2005 CMP Land Use Map



COPPER FALLS

Land Use Plan
Revised: 10/05/05

Land use table	Acres	Units
***Single Family Residential Detached 2-3 DUA	53 Ac	149
Single Family Residential Detached 3-4 DUA	85 Ac	298
Single Family Residential Detached 4-5 DUA	91 Ac	410
Commercial	41 Ac	
Medical/Office	5 Ac	
Total	275 Ac	857 Units

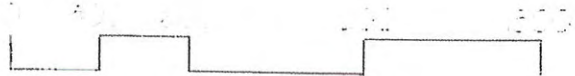
Density: 3.12 DUA Gross
3.74 DUA Net*

*Net density per Town of Buckeye ordinance. Excludes commercial parcels.

**Park acreage included in parcel acreage.

***Based on a 2.8 average density

All the homes along the northern perimeter of the Copper Falls development adjacent to Broadway Road shall be on 1/2 acre lots. The lots immediately south of the 1/2 acre lots shall be larger than 60 feet and smaller than 1/2 acre which will provide a transition into the 60 and 50 foot wide lots within the center of the Copper Falls Development.



Stantec

STANTEC CONSULTING INC.
7373 EAST DOUBLETREE RANCH ROAD
SUITE B-155
SCOTTSDALE, AZ 85258
480.998.4700

EXHIBIT C

2019 & 2023 CMP
Amendment Area

2023 Amendment Area

2019 Amendment Area

TGV INVESTMENTS LLC
2018 AMENDMENT AREA
176.5/AC

255TH AVE ALIGNMENT

MILLER RD

SOUTHERN AVE

TRIAR BUCKEYE HOLDINGS LLC
NON AMENDMENT AREA
19.7/AC

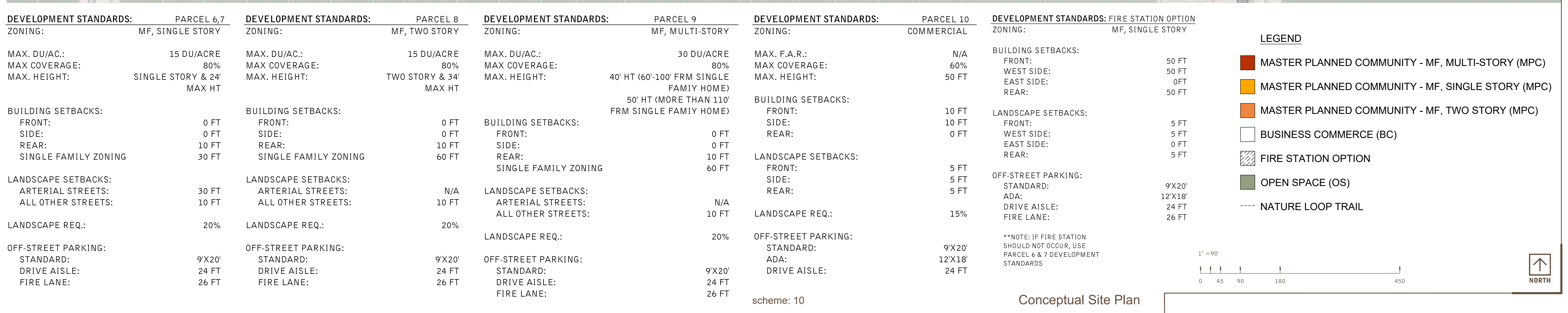
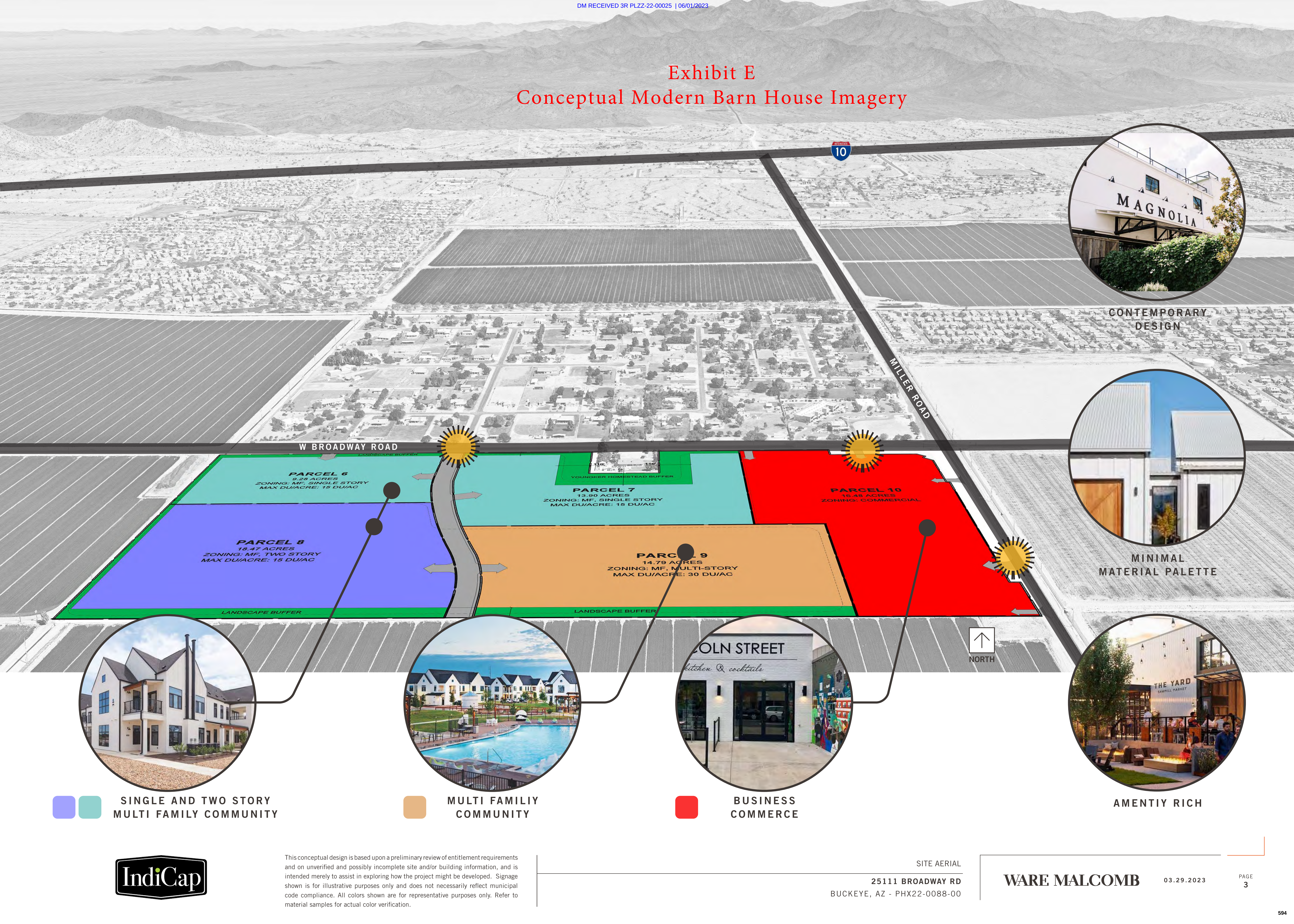


Exhibit E

Conceptual Modern Barn House Imagery



CONTEMPORARY
DESIGN



MINIMAL
MATERIAL PALETTE



AMENITY RICH



SINGLE AND TWO STORY
MULTI FAMILY COMMUNITY



MULTI FAMILY
COMMUNITY



BUSINESS
COMMERCE



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

SITE AERIAL
25111 BROADWAY RD
BUCKEYE, AZ - PHX22-0088-00

WARE MALCOMB

03.29.2023

PAGE
3



MODERN BARN HOUSE



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

ENVIRONMENTAL EXPERIENCE

25111 BROADWAY RD
BUCKEYE, AZ - PHX22-0088-00

WARE MALCOMB

03.29.2023

PAGE
4

COPPER FALLS

Community Master Plan 2023

Southwest Corner – Broadway Road and Miller Road
Buckeye, Arizona

Application Case #: PLZM-22-00108

First Submittal: November 23, 2022

Second Submittal: April 21, 2023

Third Submittal: October 23, 2023



WARE MALCOMB



TIFFANY
& BOSCO
P.A.



Project Team

Owner

GM Gabrych Family Limited Partnership
Eugene Gabrych
PO Box 1178
Temecula, CA 92593

Developer

IndiCap Inc.
Mike Chernine
10845 Griffith Peak Drive
Las Vegas, NV 89135
mike@indicapinc.com
702.496.2223

Civil Engineer

Coe & Van Loo Consultants
Ryan Weed
4550 N. 12th Street
Phoenix, AZ 85014
rweed@cylci.com
602.228.8537

Architect

Ware Malcomb
Braden Blake
2777 E. Camelback Road, Suite 325
Phoenix, AZ 85016
bblake@waremalcomb.com
480.800.5305

Legal Representative/Applicant

Tiffany & Bosco PA
William E. Lally
2525 E. Camelback Road, Floor 7
Phoenix, AZ 85016
wel@tblaw.com
602.452.2716

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Table of Exhibits

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Exhibit 2 – CMP Ownership & Amendment Area
Exhibit 2.A – Proposed 2023 CMP Amendment Area
Exhibit 3 – Regional Location Map
Exhibit 4 – General Plan
Exhibit 5 – Land Use Master Plan ¹
Exhibit 6 – Master Conceptual Development Plan ¹
Exhibit 7 – Phasing Plan ¹
Exhibit 8 – Master Circulation Plan
Exhibit 9 – Street Cross-Sections ¹
Exhibit 10 – Master Trails Plan
Exhibit 11 – Neighborhood Amenity & Park Concepts ¹
Exhibit 12 – Pedestrian Path Sections ¹
Exhibit 13 – Entry Monument Sign Concepts ¹
Exhibit 14 – Theme Wall Concepts ¹
Exhibit 15 – Master Drainage Plan ¹
Exhibit 16A – Master Water Plan – Full Build Out Condition ¹
Exhibit 16B – Master Water Plan – Interim Condition ¹
Exhibit 17A – Master Wastewater Plan – Full Build Out Condition ¹
Exhibit 17B – Master Wastewater Plan – Interim Condition ¹
Exhibit 18 – 2023 CMP Amendment Land Use Plan

¹ Disclaimer: Original Exhibit was prepared by Norris Design and approved in the amendment to the Copper Falls Community Master Plan by the City of Buckeye on February 26th, 2019. Exhibit may include updated information from Applicant pertaining to this 2023 CMP Amendment application.

I. Overview

Introduction to Second Amended Copper Falls Community Master Plan

The Copper Falls Community Master Plan (CMP) was originally approved in 2005 (“2005 CMP”), and a first amendment was approved in 2019 (“2019 CMP Amendment”). The 2005 CMP introduced Copper Falls as a 275-acre master plan community including residential, commercial and medical/office uses. Refer to **Exhibit 1 (CMP Land Use Plan - 2005)** on following page for a depiction of the original CMP.

The 2019 CMP Amendment only amended 176.5 acres of the CMP. However, the northern parcel (APN 504-40-012K) and the parcel at the northwest corner of Southern Avenue and Miller Road (APN 504-40-011D) were unchanged in the 2019 CMP Amendment. Refer to **Exhibit 2 (CMP Amendment Area)** for a depiction of the 2019 CMP Amendment Area.

This proposed amendment to the CMP (“2023 CMP Amendment”) only proposes to amend the northern parcel known as Maricopa County APN 504-40-012K which was not contemplated in the 2019 CMP Amendment. Refer to **Exhibit 2.A (2023 CMP Amendment Area)** below for a depiction of the property that will be amended. The amendments approved in the 2019 CMP Amendment with respect to the 176.5 acres south of APN 504-40-012K will remain unchanged. Parcel 1 of the CMP was not amended in the 2019 CMP Amendment nor will it be amended in this proposed 2023 CMP Amendment.

Note: The 2019 CMP Amendment is also known as the “Copper Falls 2018 Community Master Plan” because it was originally submitted in October 2018 but not approved until February 2019.

2005 Approved Community Master Plan (CMP)

The 275-acre CMP was approved on October 18, 2005 by the Buckeye City Council. The CMP Land Use Plan consisted of two Commercial parcels and one Medical/Office parcel totaling 46 net acres, as well as, six Single-Family Residential development parcels totaling 229 acres and supporting 857 residential lots.

The CMP was planned with several goals in mind. Among those are providing a blend of residential neighborhoods that support a mix of lots sizes and well-planned open space and providing commercial and potential employment development opportunities for the development and immediate region.

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EXHIBIT 1 (CMP LAND USE PLAN - 2005)



2019 CMP Amendment

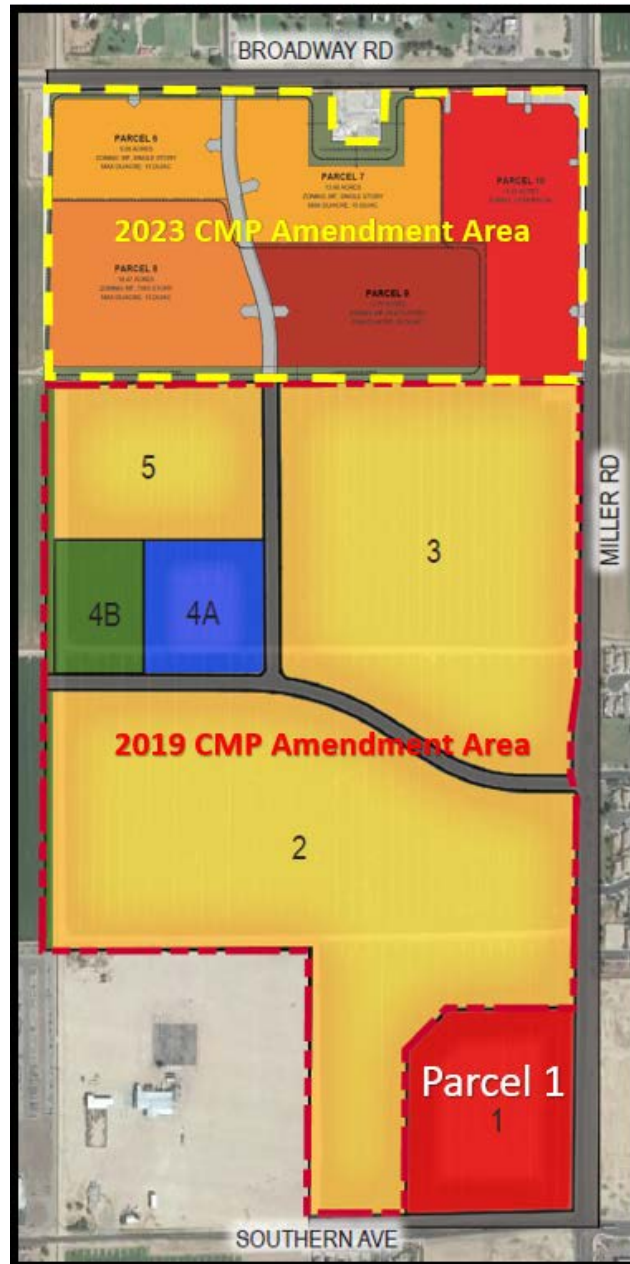
The 2019 CMP Amendment only related to the southern 176.5 acres of the CMP (excluding Parcel 1). The 2019 CMP Amendment generally maintained the same land use designations but included areas designated for Education (Parcel 4A) and Open Space (Parcel 4B). Refer to **Exhibit 2 (CMP Amendment Area)** for a depiction of the 2019 CMP Amendment Area and **Exhibit 5 (Land Use Master Plan)** for a depiction of Parcel 4A and Parcel 4B.

Proposed 2023 CMP Amendment

While this proposed 2023 CMP Amendment includes details for the overall CMP area, only a portion of the CMP area (APN 504-40-012K) will be amended in the 2023 CMP Amendment. The 2023 CMP Amendment Area is defined by the ownership of GM Gabrych Family Limited Partnership which consists of approximately 72.29 acres and is known as Maricopa County

APN 504-40-012K. The 2019 CMP Amendment only considered Parcels 2, 3, 4A, 4B and 5 while the proposed 2023 CMP Amendment only considers Parcels 6, 7, 8 and 9 (which are now referred to as Parcels 6, 7, 8, 9, and 10).

Exhibit 2.A (Proposed 2023 CMP Amendment Area)



AMENDMENT INTRODUCTION

This 2023 CMP Amendment will supersede and replace the current 2019 CMP approval. The information contained within this CMP narrative has been divided into three sections, which address (1) the 2019 CMP Amendment Area, (2) the proposed 2023 CMP Amendment Area, and (3) the overall CMP. This narrative and exhibits shall replace and supersede the approved 2019 CMP Amendment and the original 2005 CMP.

Goals and Objectives

The Goals and Objectives associated with the 2023 CMP Amendment request are consistent with those described within the approved 2019 CMP. As applied to the subject 2023 CMP Amendment, the following goals are envisioned:

- To provide updated residential options to meet the demands of the current housing market and to mitigate the housing shortage detailed in the Housing Shortage Proclamation approved by the City on September 6, 2022.
- To provide adequate and reconfigured commercial uses for the CMP and surrounding areas near major arterial roadways.

Amended Narrative Sections

As described above, this 2023 CMP Amendment applies to Maricopa County Assessor parcel number APN 504-40-012K. Subsequently, the following elements of this narrative report which discuss the specific development standards or master plan design elements associated with the amendment area are divided into a section titled “2019 CMP AMENDMENT AREA” and “2023 CMP AMENDMENT AREA”. The amended standards or information contained within 2023 CMP AMENDMENT AREA section will apply only to the identified amendment parcel area.

CMP parcel areas outside of the proposed 2023 CMP Amendment Area will maintain the 2019 approved CMP development requirements. Development standards and master plan design elements associated with these areas to be maintained have been included into a section titled “2019 CMP AMENDMENT AREA”.

Buckeye Development Code

The 2023 CMP Amendment has been prepared with reliance on and under the consideration of the current Buckeye Development Code (last amended April 19, 2022).

PHYSICAL SETTINGS

Location and Existing Site Conditions

The CMP is in south-central Buckeye bordered by Miller Road to the east, Southern Avenue to the south and Broadway Road to the north. The primary existing land use of the subject site is agricultural. The overall CMP site has been in agricultural use for many years. One single-family residence currently exists within the CMP area, located along Broadway Road. This residence is not included within the 2023 CMP Amendment Area as described in the preceding section. Refer to **Exhibit 3 (Regional Location Map)** for a depiction of the CMP within the larger context of the surrounding area.

Surrounding Properties / Ownership

The primary existing surrounding land use of the subject site is agricultural with residential subdivisions developing adjacent to the 2023 CMP Amendment Area's northern, eastern and southern boundaries. Surrounding property ownership consists of a blend of private ownership patterns, which vary from individual single-family residences to large agricultural parcel owners.

Opportunities and Constraints

There are relatively few development constraints existing on this property. The CMP property is relatively flat with approximately 1% of slope from north to south. No significant vegetated areas exist. Physical features within the CMP property consist of existing irrigation supply ditches, power poles and overhead power lines, and one existing home structure.

Four private irrigation ditches traverse the CMP property east to west. Additionally, a shared irrigation supply ditch exists within the CMP property area along the western boundary. This ditch provides water supply to the CMP property area as well as agricultural properties located further south.

The existing private irrigation ditches within the 2019 CMP Amendment Area will be abandoned and removed over time to coincide with the development phasing. The supply ditch along the western CMP boundary, adjacent to the power corridor is managed by the Roosevelt Irrigation District (RID). The project shall comply with the City of Buckeye Municipal code requirement that open irrigation ditches be placed underground.

Adjacent to the above-mentioned irrigation supply ditch is an overhead power line corridor and easement. Approximately 11 steel power poles are located within the easement corridor. The proposed land use and development plan has been designed with these elements in mind. The existing dirt maintenance road located adjacent to the power poles and irrigation supply ditch shall remain.

The Olam (Western Cotton Services) cotton gin facility is located immediately southwest of the CMP area. While the facility is used minimally during the fall harvest months, there is an increased volume of truck and tractor activity associated with the harvesting activities in addition to increased noise levels associated with the cotton gin process.

The CMP property includes many development opportunities. The CMP's proximity to the I-10 freeway and commercial and employment core and State Route 85 employment core to the west make it an ideal location for residential and commercial development activity. Future residents within Copper Falls will have mountain views in three directions to the White Tank Mountains, Estrella Mountains and Buckeye Hills. The CMP is bordered on three sides by planned major arterial roadways, which allow for optimal access opportunities.

CITY OF BUCKEYE GENERAL PLAN 2040

The current City of Buckeye General Plan – Imagine Buckeye 2040, "Future Land Use" figure designates the CMP area as Master Planned Community (MPC). Adjacent property planned, and existing land uses are indicated in the following table,

TABLE 1 - Existing Surrounding Land Uses

Direction	Existing land use	City of Buckeye Future Land Use
North	Single Family Residential, Neighborhood Commercial Center (The Village at Broadway)	Neighborhood
East	Agriculture , Single Family Residential (Dove Cove), Vacant	Neighborhood
South	Single Family Residential, (Miller Park), Vacant	Neighborhood
West	Agricultural, Cotton Gin	Neighborhood

Refer to **Exhibit 4 (General Plan)** for a depiction of area General Plan land use designations as of October 2018.

II. 2019 CMP AMENDMENT AREA

LAND USE MASTER PLAN

The CMP was approved in 2005 as a mixed-use development, with a blend of single- family residential neighborhoods, commercial and medical / office development parcels. The 2019 CMP Amendment Area will remain single-family residential land use as originally planned, however now will include a future elementary school parcel. The residential plan will include a mixture of proposed lot sizes to serve the current trends observed today in the residential market.

Residential

The residential land use parcels within the 2019 CMP Amendment Area consists of three single-family detached development parcels with a blend of three proposed lot types. Minimum lot widths proposed are Type A (45-foot-wide), Type B (50-foot-wide), and Type C (55-foot-wide). Each neighborhood area will have pedestrian connectivity and centralized open spaces which will link together and provide community pedestrian and bicycle access to the future, centrally located elementary school location.

Residential densities and unit quantities shown in Table 2 (Land Use Summary) have been modified to correlate with a minimum and maximum ranges determined by the conceptual development master plan. Densities may be transferred between parcels within the 2019 CMP Amendment Area with the condition that the overall number of 641 maximum proposed units within the 2019 CMP Amendment Area is not exceeded.

In the event the planned educational land use parcel 4A described below is not developed with a future school facility, an alternative single-family residential land use summary is included in Table 2 (Land Use Summary). If the school district elects not to develop in this location the overall maximum number of proposed units permitted in the 2019 CMP Amendment Area shall increase to 676.

Education / Schools

A planned elementary school parcel is now included within the 2019 CMP Amendment Area. This new land use addition to the CMP is a result of on-going discussions with the Buckeye Elementary School District. The development of the elementary school parcel is considered a critical path item related to the development start and staging for the Copper Falls community and school district plan.

Open Space

The 2019 CMP Amendment Area will include two neighborhood amenities and a neighborhood park in concert with the newly proposed elementary school. The open space planning is an important element of the planned community and the amenities are intended to appeal to a wide variety of residents seeking both passive and active outdoor recreation components to their community.

Refer to **Exhibits 10, 11 and 12 (Master Trails Plan, Neighborhood Amenity Concepts, and Pedestrian Path Sections)** for additional information related to Neighborhood Park, Amenity Area and connectivity planning.

Land Use Table

A Land Use Summary Table (See Table 2 below) has been provided with the 2019 CMP Amendment. Parcels 2 through 5 represent the 2019 CMP Amendment Area. The 2019 CMP Amendment Area, single-family residential parcels, have been provided with a minimum and maximum density range in dwelling units per acre and correlating unit range to allow for development flexibility within residential Parcels 2, 3 & 5. Parcels 6-10 represent the proposed 2023 CMP Amendment Area.

TABLE 2: Land Use Summary

<u>Parcel</u>	<u>Ownership</u>	<u>Use</u>	-	<u>Acres</u>	<u>Unit Range (EST)</u>	<u>Density Range (EST)</u>
1	MELCOR DEVELOPMENTS ARIZONA INC	Commercial		19.47	NA	NA
2	Forestar USA Real Estate Group Inc	Residential		83.27	250 to 416	3 to 5
3	Pulte Homes Company LLC	Residential		58.47	175 to 292	3 to 5
4A	Buckeye Elementary School District	Education		8.95	NA	NA
4B	Buckeye Elementary School District	Open Space		7.56	NA	NA
5	Pulte Homes Company LLC	Residential		18.26	55 to 91	3 to 5
6	GM Gabrych Family LP	Residential (MF - Single Story)		9.28	139	15
7	GM Gabrych Family LP	Residential (MF - Single Story)		13.9	208	15

8	GM Gabrych Family LP	Residential (MF - Two Story)		18.47	277	15
9	GM Gabrych Family LP	Residential (MF - Multi Story)		14.79	443	30
10	GM Gabrych Family LP	Commercial		16.48	NA	NA

*Parcels 6, 7, 8 and 9 may increase in size if they meet the following conditions: (a) The overall acreage of the Parcel does not increase more than 10% of its currently identified acreage; and (b) The total number of residential units does not exceed 10% of the Table 3 total Units. Increase (or decrease) in size of 10% or less constitutes a minor amendment to the CMP.

Parcel 4 (Residential Land Use Alternative - Allowed through this CMP)

4A	Buckeye Elementary School District	Single-Family Residential	8.95	35	4
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CONCEPTUAL DEVELOPMENT MASTER PLAN

A Conceptual Development Master Plan has been provided with the 2019 CMP Amendment to illustrate a vision of a planned residential development and open space pattern within the 2019 CMP Amendment Area. Please refer to **Exhibit 6 (Master Conceptual Development Plan)** for a depiction of the proposed development plan character within the 2019 CMP Amendment Area.

MASTER PLAN PHASING

The 2019 Amendment Area is envisioned to be constructed in two phases. In response to the expansion, and accessibility, to existing infrastructure and the logical extension of services, the Phasing Plan envisions the initial phase will include absorption of residential housing units to the south of Copper Falls Drive as necessary to create an approximate two-year market supply of housing units. The initial phase is also intended to include the design and development of a new elementary school in the Buckeye Elementary School District. The Buckeye Elementary School District has indicated the desire to have the new school completed and occupied by August of 2020.

Phase Two is envisioned to manage two additional years of housing absorption in the Buckeye submarket. The additional residential subdivision activity is targeted for the remaining land area within the 2019 CMP Amendment Area consisting of three different residential lots sizes. This phase would include the extensions of streets and utilities to serve the new lots being created and to extend outward to the phase three areas. Please refer to **Exhibit 7 (Phasing Plan)** for a depiction of the envisioned project parcel phasing.

INFRASTRUCTURE IMPROVEMENT PHASING

Drainage, water and wastewater infrastructure is discussed in the paragraphs above. To support the phasing of the land use absorption, road extensions and improvements will be

necessary. To support the phasing of land use, the following road improvements are envisioned to occur with each of the three phases:

Phase One: The Community Master Plan envisions the construction of portions of Miller Road and Southern Avenue that are immediately adjacent to the Phase One area, as well as, the construction of a Miller Road southbound deceleration lane approaching Copper Falls Drive, the construction of Copper Falls Drive from Miller Road to the western property edge, and the development of the local street network intended to serve the Phase One lots.

Phase Two: The Plan envisions the construction of portions of Miller Road that are immediately adjacent to the Phase Two area, as well as, the construction of 253rd Avenue north to the Phase Three area and the development of the local street network intended to serve the Phase Two lots.

ACCESS AND CIRCULATION

The overall CMP remains easily accessible from three surrounding arterial roadways: Broadway Road to the north, Miller Road to the east, and Southern Avenue to the south. Miller Road provides direct access to Interstate 10 approximately 2.5 miles north of Copper Falls Drive. The 2019 CMP Amendment Area will have arterial roadway access to Miller Road and Southern Avenue. Two limited access residential local street entry connections to Miller Road are proposed within the 2019 CMP Amendment Area which will provide direct access to the two primary planned residential parcels. Auxiliary (right-turn) lanes are required at all street intersections on major arterials, arterials and major collector streets. Street connections with Arterial roadways will align with existing street intersections or require detailed additional review of any proposed staggered intersection conditions.

An internal collector road network will be established which responds to the 2019 CMP Amendment Area while maintaining the original circulation intent of the previously approved CMP. The east-west collector road (Copper Falls Drive) which serves as the primary point of access will maintain one point of connection to Miller Road providing access to the greater internal area of the 2019 CMP Amendment Area including the planned elementary school parcel. Copper Falls Drive will be constructed as a special street section which will dedicate 70-feet of public right-of-way dedication. A flare to 80'feet of public right-of-way as Copper Falls Drive nears the intersection with Miller Road shall be provided to implement a segment raised landscape median upon entry to the project. All residential parcel entries from collector or arterial streets shall comply with City of Buckeye Residential Entrance detail 63190.

The collector road pattern will then split at a three-way intersection to provide a new segment which extends to the 2019 CMP Amendment Area western boundary providing future connectivity to the school and interconnected neighborhoods. A north-south collector road segment (253rd Avenue) will also extend from Copper Falls Drive north to Broadway Road as planned in the previous CMP and will also allow for the planned elementary school to maintain two street frontages. This collector road is proposed as a modified section which will transition from 70-feet of right-of-way along the elementary school frontage, then transition to 60-feet of right-of-way north of the school boundary. The modified sections are proposed to accommodate a needed off-site drainage channel area located parallel to the roadway while maintaining adequate circulators for pedestrian and vehicle movements

related to the elementary school parcel without the need for additional unnecessary right of way dedication.

Temporary vehicle turn-around areas will be provided at temporary collector road termination points until such time that adjacent development extends the collector roads. No homes are permitted to front on collector roads. Please refer to **Exhibit 8 (Master Circulation Plan)** for a depiction of the proposed collector road pattern and project access points and **Exhibit 9 (Street Cross Sections)** for arterial, collector and local street typical sections.

All proposed access points to the development will be determined by a traffic impact analysis.

OPEN SPACE, PATHWAYS AND TRAILS, AND PARKS

As introduced in the Land Use Master Plan section, the 2019 CMP Amendment Area will include two neighborhood amenity areas and a neighborhood park in planned concert with the newly proposed elementary school. The open space planning is an important element of Copper Falls to achieve a balanced development plan and comfortable living community. Please refer to **Exhibit 10 (Master Trails Plan)** for a schematic depiction of the proposed neighborhood amenity and park locations.

In February of 2016 the Buckeye City Council adopted the Parks and Recreation Master Plan. The requirements outlined within this plan have been taken into consideration in the land use and development planning to achieve open space expectations. While the percentage of open space areas are expected to vary slightly from residential parcel to residential parcel, within the 2019 CMP Amendment Area, a minimum total residential parcel gross open space area of 21% shall be developed and maintained for the 2019 CMP Amendment Area.

Although conceptual in nature, the following table is based upon **Exhibit 6 (Conceptual Development Master Plan)** and will serve as a baseline for minimum total and amenitized open space areas per residential development parcel.

Table 3: Copper Falls 2019 CMP Amendment Area – Open Space Analysis

(All Areas are reported in Acres)	
Total Gross Area	176.51
Total Residential Gross Area (Less School Facilities Parcel 4A)	167.56
Total Open Space (Inclusive of Parcel 4B)	38.30
Percentage of Open Space (to Gross land area)	21.70%
Percentage of Open Space (Less School Parcel 4A)	22.86%
Total Area of Active Park Open Space	13.57
Percentage of Active Park Space (to Gross land area)	7.69%

Planned Amenity Areas

As discussed above, the 2019 CMP Amendment Area will include two Neighborhood Amenity Areas and a Neighborhood Park and a newly proposed elementary school. The open space planning is an important element of Copper Falls to achieve a balanced development plan and comfortable living community.

Each Neighborhood Amenity Area must contain a minimum of two (2) of the following amenity types, in addition to a recreational turf area.

- Sports Court (Full or Half)
- Tot-Lot or Play Equipment
 - Tot-lot and/or individual play equipment elements shall be provided to support a variety of age group ranges. In amenity areas providing these types of equipment, separate apparatus' which are age appropriate in type and scale shall be provided to appeal to age groups of 2-5 years and 5-12 years old. All play equipment shall be significantly shaded.
- Sand Volleyball Court
- Shade Ramada with Sitting Table(s)
- Bar-B-Que Station with Shade Ramada
- Fitness Station
- Other recreational amenity approved by the City Parks and Recreation Department.

In addition to the Neighborhood Amenity locations, a 4-acre Neighborhood Park is planned in concert with the planned elementary school to serve the greater Copper Falls community. With the addition of an elementary school location within the 2019 CMP Amendment Area, an opportunity was created to provide a larger than typical open space which could serve the elementary school playground needs, as well as be dual-purposed to serve as the Neighborhood Park. The Neighborhood Park must meet the minimum requirements for amenities types and quantities as needed for a Neighborhood Amenity, however is required to have a minimum 2-acre turf recreation area while meeting the programming policies of the School District.

Please refer to **Exhibit 11 (Neighborhood Amenity & Park Concepts)** for a conceptual depiction of the proposed neighborhood amenity areas.

All Amenity areas shall be lit to comply with the City of Buckeye Parks and Recreation Master Plan requirements.

Pathways and Trails

The Amenity Areas and the Neighborhood Park will be linked through a pathway and trail system which is intended to provide connectivity throughout the community. A 6-foot wide Neighborhood Path network, consisting of a decomposed granite surface, will supplement the detached pedestrian sidewalks planned for the collector roadway network. The local street network and planned pedestrian passageways will supplement the pedestrian network to promote exceptional pedestrian access and connectivity to the planned elementary school and planned Amenity Areas. Please refer to **Exhibit 12 (Pedestrian Path Sections)** for a depiction of proposed cross-sections of primary pedestrian corridors.

Additionally, a 6-foot wide Community Trail, consisting of decomposed granite surface, will be provided along the 2019 CMP Amendment Area western boundary located in the existing power line easement corridor.

Drainageways and Retention Areas

The 2019 CMP Amendment Area will include drainage conveyance facilities that are intended to convey off-site and on-site flows from north to south. The drainage facilities will parallel segments of 253rd Avenue and Copper Falls Drive (the collector road network) and then parallel the Miller Road alignment for continuation to the south and historic drainage patterns. The drainage facility is planned to be approximately 3 to 4 feet deep with a top bank dimension of approximately 25 to 30 feet. The drainage facilities will be shaped to blend into the adjacent landscaped areas with similar surface treatment and landscape materials.

Project retention areas are planned to be located throughout the 2019 CMP Amendment Area. Retention basin locations, which are not associated with a Neighborhood Amenity Areas or Neighborhood Park areas, will also be landscaped in a consistent manner with adjacent landscaped areas. Retention basins shall be shaped to mimic natural forms with varying slopes and shapes.

LAND USES

The following land uses are allowed within all single-family residential parcels of the 2019 CMP Amendment Area.

Residential Permitted Uses

- a. Single-family detached dwelling units
- b. Publicly or privately owned and maintained parks, community gardens, recreation areas pathways, trails and recreation centers
- c. Churches
- d. Temporary uses including sales/marketing facilities, model home complexes, and related accessory uses as permitted by Table 3.1.5 (Table of Allowed Uses) of the Development Code.
- e. Temporary facilities and storage, incidental to a construction project and located on the project site (if properly screened)
- f. Public utility buildings and facilities
- g. Governmental uses
- h. Accessory buildings
- i. Home occupations, subject to the following:
 1. Employees shall be limited to the principal occupants plus one employee
 2. Uses are limited and exclude bed and breakfast, manufacturing, industrial, mercantile, commercial storage, vending, and adult uses
 3. The use of the dwelling unit for business meetings shall not be permitted
 4. Day care of more than three children not directly related to the home occupant shall not be permitted
 5. Heavy machinery or outdoor storage shall not be permitted

6. No signage, emblem, logo, or billboard of any kind will be displayed on any of the lots or common areas so as to be visible from neighboring property.
- j. Agricultural Uses and Commercial Farming

Education / Schools

Elementary schools are permitted in the 2019 CMP Amendment Area. An agreement for adequate public, school facilities shall be presented before any final plat approval.

GENERAL LAND DEVELOPMENT STANDARDS

The purpose of the Development Standards section is to ensure there is an enforceable instrument in place that implements the Copper Falls development plan. The CMP utilizes a variety of tools to ensure a predictable and quality development, which can be implemented and regulated in the years ahead by City of Buckeye planning staff. The CMP sets the framework for implementation of the following standards. The use, design, construction, improvement, or other development activity, associated with the 2019 CMP Amendment Area, shall be subject to the development standards contained within this section. In the event of a conflict between the provisions of the CMP and the City of Buckeye Development Code, the provisions of the CMP shall prevail.

HEIGHT, BULK AND SETBACK STANDARDS

TABLE 4: Height, Bulk and Setback Standards

The following height, bulk and setback standards shall apply to the 2019 CMP Amendment Area.

Land Use	Interior Side Yards (Min)	Street Side Setback (Min)	Front* Setback (Min)	Rear Setback (Min)	Building Height (Max)	Lot Coverage
Single-Family Detached Residential	5' / 5'	10' / 5'	10' to Living Area or Side Loaded Garage-	15'	30'	55% for Primary Structure, 10% for Covered Patio

*Minimum Front Setback to a Front-Facing Garage is to be 18' from back of sidewalk.

Exceptions

1. Architectural projections (not limited to bay windows, balconies, fireplaces, etc.) shall be permitted to encroach up to 2 feet into side yards and 3 feet into front or rear yard setbacks, provided the sum of such projections does not exceed one-third (1/3) of the wall length of the wall.
2. Covered patios open on three sides shall be allowed to encroach into required setbacks provided a 10-foot setback is maintained to the rear property line and the 5-foot side yard setback is maintained.

Landscape

The landscaping elements of the 2019 CMP Amendment Area will be specified and approved prior to any final plat approval. The landscape palette to be utilized for the project will be based upon the City of Buckeye typical landscape requirements and Arizona Department of Water Resources Low Water Use Plant List. Any additions or modifications to the plant palette, which varies from those noted, shall be reviewed and approved if deemed appropriate for the project location. Plant materials will be selected to provide for botanical diversity and interest, further reinforcing the overall planned community vision.

Screening and Buffer yards

The height of any privacy portion of any wall or fence, within the 2019 CMP Amendment Area, shall not exceed 7 feet in height (from top of footing to top of wall) in any residential development parcel. In the event a slope must exceed 4:1 in the public right-of-way, a wall height greater than 7 feet may be permitted with approval from the City of Buckeye Engineer. Walls located adjacent to commercial or industrial uses may not exceed 8 feet in height.

The height of any required retaining wall, within the 2019 CMP Amendment Area, shall not exceed 3 feet 4 inches. The total wall combined wall height located at a grade step between subdivided parcels, including tracts, shall not exceed 7 feet on the upper elevation lot or tract, and 10-feet four inches on the lower elevation lot or tract.

Primary view fencing shall be 4 feet of open fence on top of 2 feet of solid wall. This fence is envisioned to be provided for lots bounding significant open space areas. A secondary view fence type has been included in the 2019 CMP Amendment Area which consists of 2 feet of open fence on top of 4 feet of solid wall. This fence type is envisioned to be utilized minimally in locations where lots may bound less significant open space areas.

ENTRY MONUMENTS, PERIMETER WALLS & DIRECTIONAL SIGNAGE

Entry monuments, perimeter walls and directional signage are important to establishing the community's character and feel.

Residential Entry Monuments

Street entry designs into the 2019 CMP Amendment Area vary. Both collector and local street connections are proposed within the 2019 CMP Amendment Area. A hierarchy of monument signage type is envisioned for the varied scale of the street connections. The residential community entry monuments shall be proposed in three types as follows,

- (1) Major Project Entry:
To be located at Collector street connection to Miller Road.
- (2) Secondary Project Entries:
To be located at local street connections to Miller Road and Southern Avenue.

Primary and secondary entry monumentation will help to establish the community identity, an architectural style and landscape theme for the overall project. Entry monuments will include project identification as well as complimentary theming elements. Please refer to **Exhibit 13 (Entry Monument Sign Concepts)** for a depiction of the proposed entry

monument design character. Secondary monumentation should reflect a scaled-down version of the entry monuments, showcasing similar materials and architectural design.

Perimeter Theme Walls

All perimeter walls for the 2019 CMP Amendment Area shall not exceed 7-feet in height. Perimeter walls will be designed to incorporate colors, materials and forms utilized in the project monumentation. The theme walls shall be integrally colored or painted a complimentary color to the project monumentation design. Please refer to **Exhibit 14 (Theme Wall Concepts)** for a depiction of the envisioned wall and fence types.

Directional Signage

Directional signage may be placed throughout the 2019 CMP Amendment Area to assist vehicular and pedestrian circulation and wayfinding. Signage may include builder and subdivision name. The design of any directional sign elements shall compliment the project monumentation design and project theme walls.

SIGNS

The 2019 CMP Amendment Area shall require submittal and approval of a Comprehensive Sign Plan illustrating a coordinated approach to development signage per the requirements of Section 5.11 of the Development Code.

The placement of signs shall require a sign permit issued by the Administrator in accordance set forth with the procedures of the Buckeye Development Code Section

5.11. The following sign types are exempt from obtaining a permit:

- Directional and traffic signs, including temporary street construction signs.
- Sign pertaining to the lease, sale or rental of land or buildings, the size of which is twelve (12) square feet or less for parcels up to five (5) acres and thirty-two (32) square feet or less for parcels more than five (5) acres.

LIGHTING

All site lighting elements within the 2019 CMP Amendment Area should be of similar character and design. All lighting shall be designed to conform to the standards of the state “dark skies” requirements as set forth in ARS §49-1101 et seq, and the requirements of Section of the Buckeye Development Code.

RELATIONSHIP TO THE DEVELOPMENT CODE

The regulations and provisions for land use and property development standards, contained in the CMP Amendment, take precedence over regulations covering land use and property development standards contained in the Development Code. Administrative procedures and development standards contained in the Development Code and not addressed by the CMP remain applicable to development within the 2019 CMP Amendment Area. In the event of a conflict between the provisions of the CMP Amendment and the Development Code, the provisions of the 2019 CMP Amendment shall prevail.

RESIDENTIAL SUBDIVISION DESIGN STANDARDS AND GUIDELINES

All residential development within the 2019 CMP Amendment Area shall meet or exceed the standards and guidelines set forth in this amendment. If additional or modified design standards or guidelines are not established within the CMP Amendment, the City of Buckeye Development Code minimum standards shall apply.

Article 5: Development and Design Standards and Guidelines

Modifications to Article 5 shall include the following:

Section 5.4.3 - Site Enhancement Landscaping Requirements

(Table 5.4-1) All required open space area shall be held as common areas and managed by the Copper Falls Homeowners Association. All common areas shall be landscaped.

Section 5.4.5 (2) - Fences, Walls, and Screening

Walls and fences shall be articulated to avoid continuous, unbroken expanses. No wall or fence facing an arterial or collector street may extend continuously, without articulation, for a distance greater than 200 feet. Fences or walls may be articulated using any combination of the following:

- a. Changes in material or texture, including the use of view walls that allow for views into the site;
- b. Offsets (projections or recessions, 2 feet minimum);
- c. Landscape pockets; or
- d. Similar features as approved

Section 5.7.2.C.1- Maximum Garage Width

The maximum width of garage doors on front loaded garages, including the garage door but excluding any architectural elements on each side of the garage door, shall not exceed 50% of the of the overall building façade on lots less than 6,000 square feet; and 40% of the overall building facade on lots 6,000 square feet or greater. This maximum garage width shall not apply to any building fronting a street or open space whose garage orientation is other than the front street, including those that front on an alley, courtyard or similar shared drive. Building façade is defined as: Front of home parallel to the street plus the following: Where livable area is forward of the garage, the length of the wall return from the forward livable area to the garage shall be added to the overall façade length. The length of the wall return from the garage to the livable area shall not be included when the garage is forward of the livable area.

Article 6: Land Subdivision

Modifications to Article 6 shall include the following:

Section 6.3.5.A - Block Length

Residential blocks shall not be less than 300 feet nor more than 660 feet in length. The City may approve a longer block length when *traffic mitigation features are incorporated into the street design. A street inclusive of a 20-degree curve will be considered to have included traffic mitigation as a traffic mitigation feature. Other traffic mitigation features may include a street choker, chicane or other feature located not to interfere with individual residential lot access or emergency access. Traffic mitigation features require City of Buckeye engineering approval.*

III. 2023 CMP AMENDMENT AREA

LAND USE PLAN

The Copper Falls 2023 CMP Amendment Area is proposed as a mix of land use designations including several types of multi-family residential alternatives and commercial. The following text defines the land uses and development standards for each land use classification in the 2023 CMP Amendment Area. The 2005 CMP maintained a combination of single family residential detached, commercial and medical office in the 2023 CMP Amendment Area. The 2023 CMP Amendment Area provides for multi-family (single, two story and multi-story) and commercial uses. Parcels 6 & 7 are designated as MF, Single Story (Multi-Family, Single Story). Parcel 8 is designated as MF, Two Story (Multi-Family, Two Story). Parcel 9 is designated as MF, Multi-Story (Multi-Family, Multi-Story). Parcel 10 is designated as Commercial. The parcel locations and types are defined on **Exhibit 18 – 2023 CMP Amendment Conceptual Land Use Plan** and **Table 3 - Land Use Summary for 2023 CMP Amendment Area** below.

TABLE 3 – Land Use Summary for 2023 CMP Amendment Area

<u>Parcel</u>	<u>Ownership</u>	<u>Use</u>	<u>Acres</u>	<u>Units</u>	<u>Density</u>
6	GM Gabrych Family LP	Residential (Multi-Family - Single Story)	9.28	139	15
7	GM Gabrych Family LP	Residential (Multi-Family - Single Story)	13.9	208	15
8	GM Gabrych Family LP	Residential (Multi-Family, Two Story)	18.47	277	15
9	GM Gabrych Family LP	Residential (Multi-Family, Multi-Story)	14.79	443	30
10	GM Gabrych Family LP	Commercial	16.48	NA	NA

Residential densities identified in the CMP are approximate. Parcels 6, 7, 8 and 9 may increase in size with a minor CMP amendment if they meet the following conditions:

- (a) The overall acreage of the Parcel does not increase more than 10% of its currently identified acreage; and
- (b) The total number of residential units does not exceed 10% of the Table 3 total Units.

MULTI-FAMILY RESIDENTIAL (MF, Single Story); PARCELS 6 & 7

Parcels 6 and 7 will be limited to single story products. However, these Parcels will utilize the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 6 & 7 – Development Standards

Development Standards	Parcel 6 & 7
Zoning	MF, Single Story
Max. du/ac	15
Max. Coverage	80%
Max Height	Single Story and 24'
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	30 ft
Landscape Setbacks	
Arterial Street	30 ft
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit 2 for each unit in excess of two bedrooms

	In addition, all multi-family dwellings shall provide 1 guest space for every 5 units
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PARCEL 7 (FIRE STATION OPTION)

The City may elect to construct an approximately three (3) acre fire station located within Parcel 7 acres as depicted in the Land Use Plan. If the fire station is not constructed, the development standards enumerated in the “Multi-Family Residential (MF, Single Story); Parcels 6 & 7” section will apply. In the event that the fire station is constructed, the development standards will be as follows.

PARCEL 7 (Fire Station Option) – Development Standards

Development Standards	Parcel 7 (Fire Station Option)
Zoning	MF, Single Story
Max Height	24' (excluding tower elements and design features)
Building Setbacks	
North	50 ft
South	50 ft
West	50 ft
East	0 ft
Landscape Setbacks	
North	5 ft
South	5 ft
West	5 ft
East	0 ft
Off Street Parking	
Standard	9x20
ADA	12'x18'
Drive Aisle	24 ft
Fire Lane	26 ft
If Fire Station should not occur	Use Parcel 6 & 7 development standards

MULTI-FAMILY RESIDENTIAL - PARCEL 8 (MF, Two Story)

Parcel 8 also utilizes the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Parcel 8 will be restricted to a maximum of two stories in height. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 8 – Development Standards

Development Standards	Parcel 8
Zoning	MF, Two Story
Max. du/ac	15
Max. Coverage	80%
Max Height	Two story and 34' max height
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	60 ft
Landscape Setbacks	
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit 2 for each unit in excess of two bedrooms In addition, all multi-family dwellings shall provide 1 guest space for every 5 units

MULTI-FAMILY RESIDENTIAL - PARCEL 9 (MF, Multi-Story)

Parcel 9 will allow for up to 50 feet in height and utilize the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

Parcel 9 - Development Standards

Development Standards	Parcel 9
Zoning	MF, Multi-Story
Max. du/ac	30
Max. Coverage	80%
Max Height	60-100ft from single family home: 40'
	More than 110ft from single family home: 50'
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	60 ft
Landscape Setbacks	
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit

	2 for each unit in excess of two bedrooms In addition, all multi-family dwellings shall provide 1 guest space for every 5 units
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COMMERCIAL – PARCEL 10

A commercial center is proposed at the southwest corner of Broadway Road and Miller Road, totaling approximately 16.48 gross acres. This site will provide commercial services for the residents in the CMP area as well as surrounding residential and office uses. The surrounding properties on opposite corners will complement the commercial site. Parcel 10 will not contain more than four (4) drive thru restaurants. Small Box Discount Stores and Thrift Stores are not permitted uses within Parcel 10.

“Small Box Discount Store” means a retail establishment with a floor area less than 12,000 square feet that offers for sale a combination and variety of convenience shopping goods and consumer shopping goods, and continuously offers a majority of the items in its inventory for sale at a price per item of \$10.00 or less, adjusted for inflation. This definition shall control any use that fits the same despite otherwise being termed “Grocery Store” or “Variety Store”.

“Thrift Store” mean a profit or nonprofit business or organization that engages in or specialized in the sale or resale of previously owned or used goods and merchandise from an area greater than twenty-five percent (25%) of the total floor area devoted to retail sales and whose merchandise is donated or principally donated. A specialty retail store which sells used merchandise not donated for sale including, but not limited to, used record stores, used book stores, used furniture stores, and sports trading card stores, shall not be considered a thrift store for the purpose of this ordinance.

Parcel 10 will utilize the C-2 zoning district standards except as amended in the CMP and may be utilized for any of the permitted uses within the C-2 zoning district. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 10 – Development Standards

Development Standards	Parcel 10
Zoning	Commercial
Max FAR	n/a
Max. Coverage	60%
Max Height	50 ft
Building Setbacks	
Front	10 ft
Side	10 ft

Rear	0 ft
Landscape Setbacks	
Front	5 ft
Side	5 ft
Rear	5 ft
Landscape Required	20%
Off Street Parking	
Standard	9x18
Handicap	12x18
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	
Office/Com:	1/250sf

EDUCATIONAL/ SCHOOLS

Elementary, secondary, and high schools are permitted in all residential and commercial parcels of the CMP. Technical schools, colleges, or other educational facilities are permitted in all non-residential parcels. An agreement for any public school facilities shall be presented before any final plan approval. Buckeye Elementary School District owns Parcels 4A and 4B in the 2019 CMP Amendment Area for a future location of a school site.

OPEN SPACE

Neighborhood parks are an important component of the Copper Falls communities. Each parcel within the 2023 CMP Amendment Area will include open space.

Note: Since the 2005 Copper Falls CMP approval, The City of Buckeye has implemented a Parks, Trails and Open Space Master Plan. If the plan calls for amenities above and beyond those required in this CMP, the CMP will meet or exceed these new standards.

Other open space within the CMP includes retention areas, utility easements, roadway right-of-way, and other drainage features. Total open space for the 2023 CMP Amendment Area must total 18% of the net project site.

Park space, including trails, retention, and other open space designations, is included in this total acreage. Total percentage of open space, as defined by City code, on the project site will be a minimum of 18% of the net residential acreage. Each approved site plan will include a confirmation of the open space acreage included in that site plan. A major trail network is planned with this CMP amendment to allow the future residents to traverse the master planned community between properties and to the future adjacent commercial uses.

IV. OVERALL CMP

MASTER STREET AND CIRCULATION PLAN

The CMP site is easily accessible by the surrounding three arterial roads: Broadway Road to the north, Miller Road to the east, and Southern Avenue to the South. Miller Road has direct access to Interstate-10 at an interchange approximately four miles north of the site.

An internal collector street is identified within the community running north and south. This collector street connects the 2019 CMP Amendment Area to Broadway Road through the 2023 CMP Amendment Area.

Refer to **Exhibit 8 (Master Circulation Plan)** for the planned collector road and parcel access locations to surrounding arterial streets.

ENVIRONMENTAL ASSESSMENT

Liesch Southwest, Inc conducted a Phase I Environmental Site Assessment on the project site on January 30, 2004. This assessment included a review of historical and regulatory agency documents and aerial photographs, a walk-over survey to evaluate the property for the possible presence of hazardous substances and contaminants, and interviews with persons knowledgeable about current and past site activities. The **following** are the key findings of the report.

- According to published maps, depth to groundwater in the project area varies from between 70 and 145 feet below ground surface and regional groundwater flow was to the west-northwest.
- A pesticide-screening program was conducted to evaluate whether chlorinated pesticide residues are present in the near-surface soils at the property. Concentrations of DDE were identified in all of the soil samples collected. Toxaphene was detected in eight of the soil samples collected, and the delta-BHC was detected in one of the soil samples collected. All of the DDE and Toxaphene concentrations were well below the Arizona Residential Soil Remediation Levels. Liesch does not consider the concentration of delta-BHC to pose a recognized environmental condition for the sites. Based on the relatively consistent concentrations of pesticides detected, it appears that the source was from routine agricultural application. Current ADEQ policy does not require investigation or remediation of pesticide-impacted soil, as long as the source of the residues detected was from routine agricultural application. Based on the results of the pesticide-screening program and current state and federal regulations, no further testing or remediation is recommended.
- Prior to demolition or renovation of any existing on-site structures, a qualified asbestos consultant should be contacted. A comprehensive asbestos survey, including sampling and testing of building materials for the presence of asbestos fibers, will be needed to obtain the Maricopa County NESHAP permit that is required for demolition or renovation.
- Based on the age of the buildings located on the property, a possibility exists that septic tanks and/or underground utility piping may be present on the

property. Should such piping or septic tanks be encountered during grading operations, the septic systems should be abandoned according to current Maricopa County requirements.

- Two wells were identified on the Arizona Department of Water Resources data base with coordinates that could correspond to the property. These wells should be abandoned in accordance with requirements promulgated by the ADWR prior to development of the property.

RELATIONSHIP WITH THE DEVELOPMENT CODE

The regulations and provisions for land use and property development standards contained in the CMP take precedence over regulations covering land use and property development standards in the Development Code. Administrative procedures and development standards contained in the Development Code not covered by the CMP remain applicable to development within the site. In the event of a conflict between the provisions of the CMP and the Development Code, the provisions of the CMP shall prevail.

GENERAL LAND DEVELOPMENT STANDARDS

The purpose of this Development Standards section is to ensure that there is a workable, complete, and enforceable instrument in place that implements the concept of distinction for Copper Falls. The standards must be clear and concise to assist the City in implementing the standards and enforcing regulations for the duration of the community's existence.

Copper Falls will use a variety of tools to assure the development is an asset to the City of Buckeye and to the residents that have the opportunity to live, work and play in the master planned community. The Community Master Plan for Copper Falls sets the framework for the implementation of these regulations and guidelines. The governance tools, such as design guidelines, architectural control, covenants, conditions and restrictions, and homeowners' associations will provide a means to establish an enforceable structure as the project develops over the next few years.

The purpose of the general development standards and guidelines contained in the CMP is not to restrict imagination, innovation or variety, but rather to assist in focusing on those elements of design which can produce creative solutions that will develop a satisfactory visual appearance, preserve property values, limit incompatibilities and promote the public health, safety and general welfare. The use, construction, improvement or other development of any portion of the property within the CMP shall be subject to the property development standards contained in the CMP.

The procedures and requirements contained in the CMP prevail over regulations in the City of Buckeye Development Code. Administrative procedures as well as provisions contained in the Development Code not covered by the CMP remain applicable to development within the property. In the event of a conflict between the provisions of the CMP and the City of Buckeye Development Code, the provisions of the CMP shall prevail.

The height regulations of this CMP shall not apply to spires, belfries, chimneys, cooling towers, elevator bulk heads, fire towers, monuments, stacks, radio or television aerials, cellular/digital communication facilities, ornamental towers or necessary mechanical structures provided that the above features do not exceed seventy-five (75) feet in height

from finished grade. If such features are attached to a building, they shall not occupy a horizontal area in excess of twenty-five (25) percent of the entire roof area of the building. The height regulations of this CMP shall not apply to hospitals, signature architecture or water tanks.

LIGHTING

All lighting within the Copper Falls Community should be of similar design.

Indoor or outdoor lighting that is one hundred fifty (150) watts or less shall be exempt from the provisions of this section.

Sources of illumination that are directly visible from a public street or residential property shall be minimized to reduce glare. Shielding will be used as required.

Street lighting throughout Copper Falls shall be designed to the current City standards.

PARKING & TRAFFIC CIRCULATION

Every lot shall have access that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use.

All driveway entrances and other openings onto streets within the Property shall be constructed so that:

- a. Vehicles can enter and exit from the lot in question without posing any substantial danger to themselves, pedestrians, or vehicles traveling on abutting streets.
- b. Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.

Locations and sizes of all driveways and other openings for commercial or mixed-use development shall be determined by the City Engineer on a case-by-case basis.

Shared driveways for commercial or mixed-use development shall be encouraged.

PARKING REQUIREMENTS

- a. Off street parking spaces and loading spaces shall be provided as set forth in Tables 5-C and 5-D of Section 7-5-9, Subsection C, of the Buckeye Development Code. Fractional results shall be rounded up to the nearest whole number if the fraction is 0.5 or greater.
- b. In the case of mixed uses, the total number of spaces may be based on parking demand
- c. as determined by a parking study if shared parking is desired.
- d. Accessible parking spaces shall be provided in compliance with City and ADA regulations.
- e. An emergency access lane having twenty (20) feet of unobstructed width shall be
- f. provided when required by the property's emergency service provider.

PARKING/LOADING SPACE DESIGN REQUIREMENTS

- g. To control dust and drainage, parking areas shall be paved. Upon approval by the City Engineer, parking areas may be constructed with dust free materials, including but not limited to stabilized decomposed granite.
- h. Dimension requirements, as set forth in Table 5-E of Section 7-5-9, Subsection C, of the Buckeye Development Code, shall be followed in the construction or modification of any parking area.
- i. The preferred location for parking shall be the interior of the lot, exclusive of on-street parking.
- j. Paving shall be provided to a sufficient thickness to withstand repeated vehicular traffic, except for single-family dwelling uses.

SCREENING AND BUFFERYARDSSCREENING GENERAL REQUIREMENTS

The height of any fence, located between the principal structure and the rear or side property line, shall not exceed six (6) feet within any residential designation. Fence heights shall not exceed six (6) feet within any commercial/mixed-use. In the event that the slope must exceed 4:1 in the right-of-way, a wall height of greater than six (6) feet may be allowed per approval from the City Engineer. Any fencing located in a multi-family residential use Parcel adjacent to Broadway Road shall be perimeter view fencing. The view fencing shall be four (4) feet atop two (2) feet. This means that there will be four feet of view fencing on top of two feet of CMU (Concrete Masonry Units) wall. The four (4) feet of view fencing shall provide a sense of 'openness'.

REQUIRED SCREENING AND MATERIALS

New commercial development shall provide screening in accordance with the following table for those uses and improvements specified.

	Minimum Height	Materials Allowed to be Used for Screening*
Refuse Container	6'	1
Parking Area	3'	1, 3
Mechanical Equipment	3.5'	1, 3
Materials for fence construction shall be limited to the following:		
(1) Masonry block (3) Landscape berm/screen		
(2) Wrought iron		
* Other materials may be allowed upon the Planning Director finding that they are either similar to those listed above, or they contribute substantially to the community ambiance and character.		

BUFFERYARDS

All non-SFR uses adjacent to SFR must provide a combination of screening and bufferyard setback to protect those residences from potential nuisance uses. Covered and uncovered parking is allowed in this bufferyard.

ROOF-MOUNTED EQUIPMENT

Roof-mounted equipment shall be allowed in non-residential areas and shall be completely screened from view from ground level or adjacent property. The parapet, if provided, shall be architecturally compatible with the primary building.

LANDSCAPE

The landscaping elements of the project will be specified and approved prior to final site plan approval. The landscape palette will be based upon the Arizona Department of Water Resources Low Water Use Plant List. Any addition to this plant palette is to be approved by City staff and considered a minor amendment to the CMP. The chosen plant material will appropriately provide for botanical diversity given the regional context of the project site.

SIGNS

The placement of signs shall require a sign permit issued by the Administrator in accordance with the procedures set forth in the Buckeye Development Code Section 5.11.

INFRASTRUCTURE MASTER PLANS

Master Drainage Plan

The Site is within the City of Buckeye Area Drainage Master Plan (ADMP) and more specifically is within the Watson Road Outfall Drainage System. A review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates the Site is not within a Special Flood Hazard Area (SFHA) and falls in an area designated as Zone X (shaded). The Zone X (shaded) designation is defined as “Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood”.

The Site generally slopes from north to south at approximately one percent. Offsite flows are from the north consisting of existing agricultural land and single family residential. The offsite flows will be intercepted and routed internally through the Copper Falls property to Miller Road and Southern Ave per the ADMP.

The Site will retain the required 100-year, 2-hour storm event per City of Buckeye requirements. This will be accomplished through a hierarchy of roadway and storm drain systems that discharge to retention basins. On-site runoff, in excess of this storm event, will be discharged through emergency outfall corridors. The Copper Falls property will manage onsite storm water conveyance and storage in accordance with the City of Buckeye and Flood Control District of Maricopa County (FCDMC) requirements.

Please refer to **Exhibit 15 (Master Drainage Plan)**. Refer to **Appendix A** of the 2019 CMP Amendment for the Master Drainage Report prepared by Wood/Patel.

Master Water Plan

The City of Buckeye will be the water service provider for the Copper Falls Planned Community. The existing water infrastructure located adjacent to the property includes an 18-inch distribution main along Miller Road and a 16-inch distribution main along Southern Avenue.

The Copper Falls property will develop in Phases. Phase 1 will include single family residential homes and an elementary school. Phase 2 will include additional single-family residential homes. Future Phase 3 (proposed 2023 CMP Amendment Area) will include multifamily residential and commercial. The first two phases are assumed to occur prior to the City's build out of the water system in this area and will be managed in one pressure zone. In addition, when the City's system is expanded, two pressure zones will be created with the boundary occurring along the Copper Falls Drive alignment. Per the City's 2017 Integrated Water Master Plan, two water lines are planned along Copper Falls Drive to accommodate the future pressure zones.

In addition, new distribution mains will be located along the internal roadways providing service to each parcel. Each development parcel will be evaluated to determine which connections to the adjacent infrastructure are required to provide proper service and fire protection. The water system will be designed and constructed in accordance with City of Buckeye Engineering Department Design Standards.

Please refer to **Exhibit 16A (Water Master Plan - Full Build-Out)** and **Exhibit 16B (Master Water Plan - Interim Condition)**. Refer to **Appendix B** of the 2019 CMP Amendment for the Master Water Report prepared by Wood/Patel.

Master Wastewater Plan

The City of Buckeye will be the wastewater service provider for the Site. The existing wastewater infrastructure located adjacent to the Copper Falls property includes a 15- inch and an 18-inch trunk main along Miller Road and have capacity for the planned development. The Copper Falls Planned Community will develop in Phases. Phase 1 will include single family residential homes and an elementary school. Phase 2 will include additional single-family residential homes. Future Phase 3 will include single family residential homes, planned commercial and medical office. Per the City's 2017 Integrated Water Master Plan the Copper Falls property is planned to discharge to the Miller Road trunk main.

New gravity wastewater lines will be located along the internal roadways and convey wastewater to various outfall locations along Miller Road. The wastewater system will be designed and constructed in accordance with City of Buckeye Water Services Department Design Standards.

Please refer to **Exhibit 17A (Master Wastewater Plan - Full Build-Out)** and **Exhibit 17B (Master Wastewater Plan - Interim Condition)**. Refer to **Appendix C** of the 2019 CMP Amendment for the Master Wastewater Report prepared by Wood/Patel.

UTILITIES AND SERVICES

The following utility and public service providers shall supply services to the Coppers Falls CMP:

Water Supply – City of Buckeye

Wastewater Facilities – City of Buckeye

Electrical – Arizona Public Service

Telephone – Century Link

Refuse Collection – City of Buckeye

Fire and Medical Response – City of Buckeye

Police Response – City of Buckeye

PROJECT GOVERNANCE

The developer of Copper Falls shall create and record a set of Covenants, Conditions and Restrictions (CC&R's) establishing a private association which shall be responsible for the maintenance of all open space and landscape areas (including within right-of-way).

FORMAL CMP AMENDMENTS

Amendments to the CMP may be necessary from time to time to reflect changes in market conditions and development financing, and/or to meet new requirements of one of more of the potential users of builders of any part of the site. As changes or adjustments become necessary, such changes shall, unless otherwise required by applicable law, be effectuated as a minor change to the CMP through the administrative approval of the City's Planning and Development Director (the "Planning Director") which, after approval, shall be attached to the CMP as an addendum and become a part hereof.

Minor changes shall not require notice or public hearings. Major changes shall be reviewed by the Planning and Zoning Commission and approved by the City Council subject to applicable notice and hearing requirements.

The following shall be considered major changes:

- Substantial alterations to the list of permitted uses of the site set forth in this CMP, as deemed to be substantial by the Planning Director,
- An overall increase in density in the respective parcels or the addition of non-residential uses where not shown in the plan.

The following are examples of minor changes:

- A change in the types of residential uses within parcels provided the overall density of the subject parcels does not increase,
- A transfer of lots between two or more parcels provided the resulting densities for each parcel remains within its permitted density range and the combined density of the subject parcels does not have a net increase,
- Minor alterations to the list of permitted uses of the property set forth in this CMP, as deemed to be minor by the Planning Director.

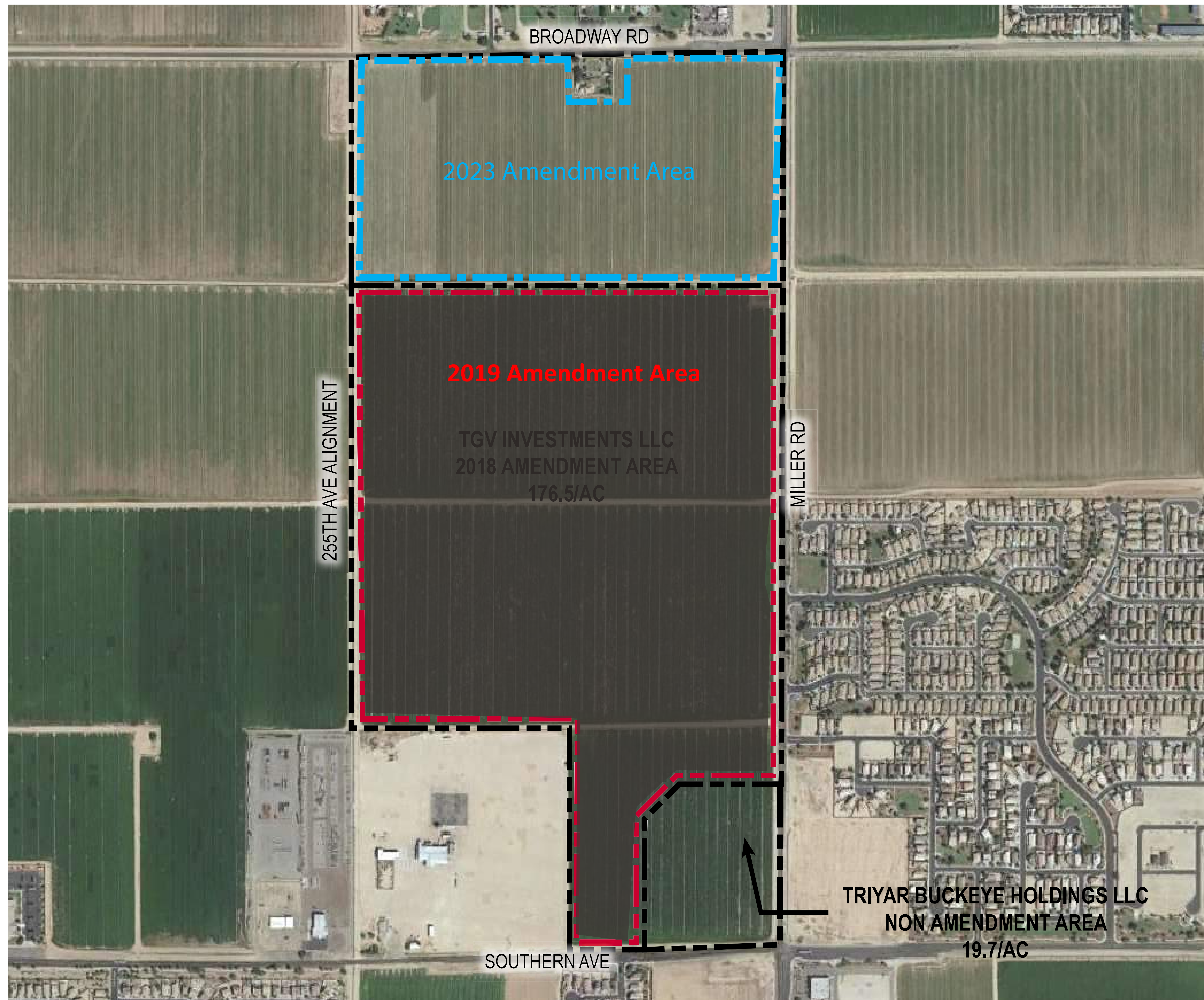


EXHIBIT 2: CMP Ownership & Amendment Area

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA
- OVERALL CMP BOUNDARY



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2023 COMMUNITY MASTER PLAN - EXHIBIT 1 - CMP OWNERSHIP & AMENDMENT AREA

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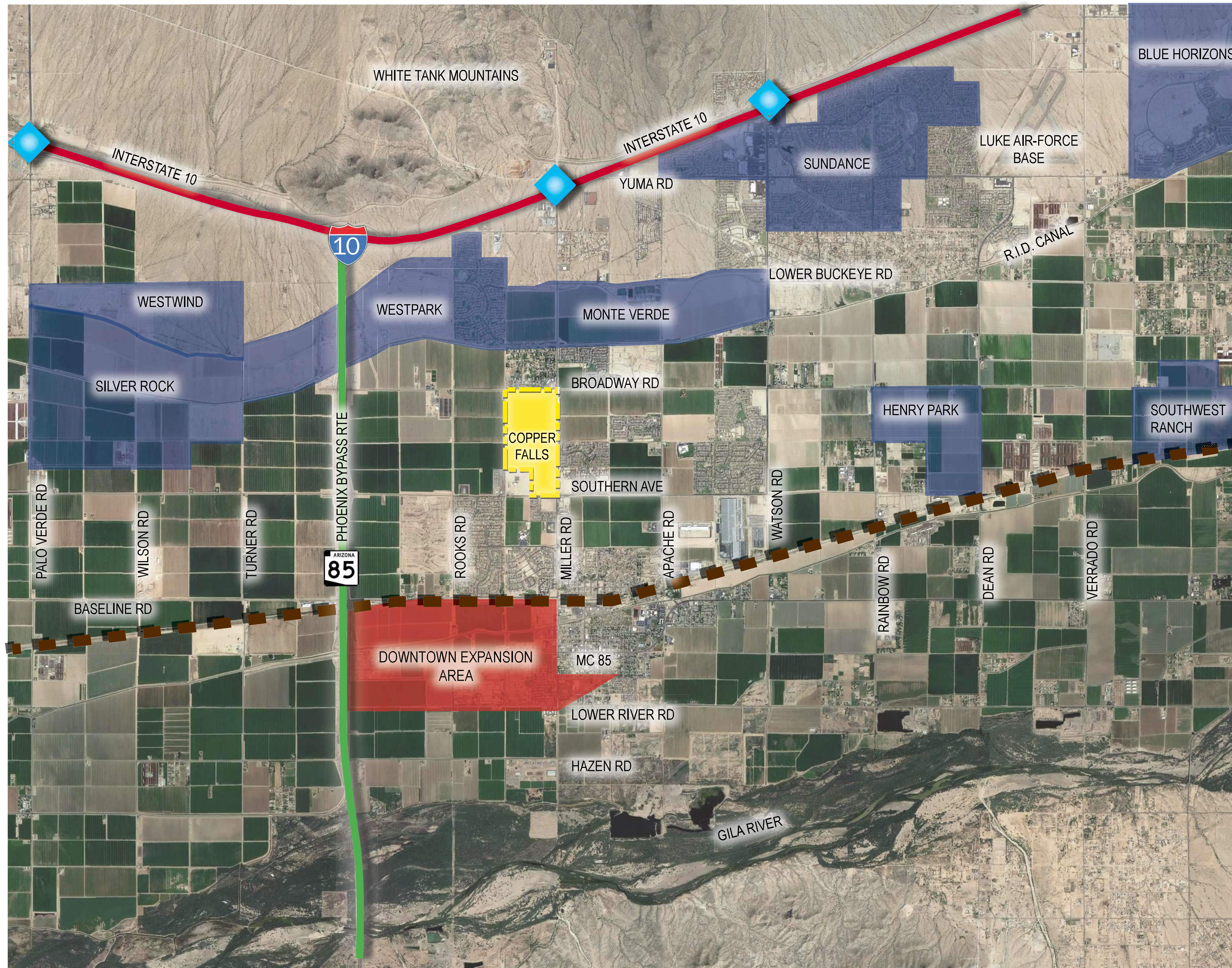


EXHIBIT 3:
Regional Location Map

LEGEND:

- GENERAL PLAN DOWNTOWN EXPANSION AREA
- APPROVED MASTER PLANNED COMMUNITIES
- COPPER FALLS - CM AREA
- FREEWAY ACCESS RAMP
- RAILROAD
- INTERSTATE ROUTE
- STATE ROUTE



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2023 COMMUNITY MASTER PLAN - EXHIBIT 2 - REGIONAL LOCATION MAP

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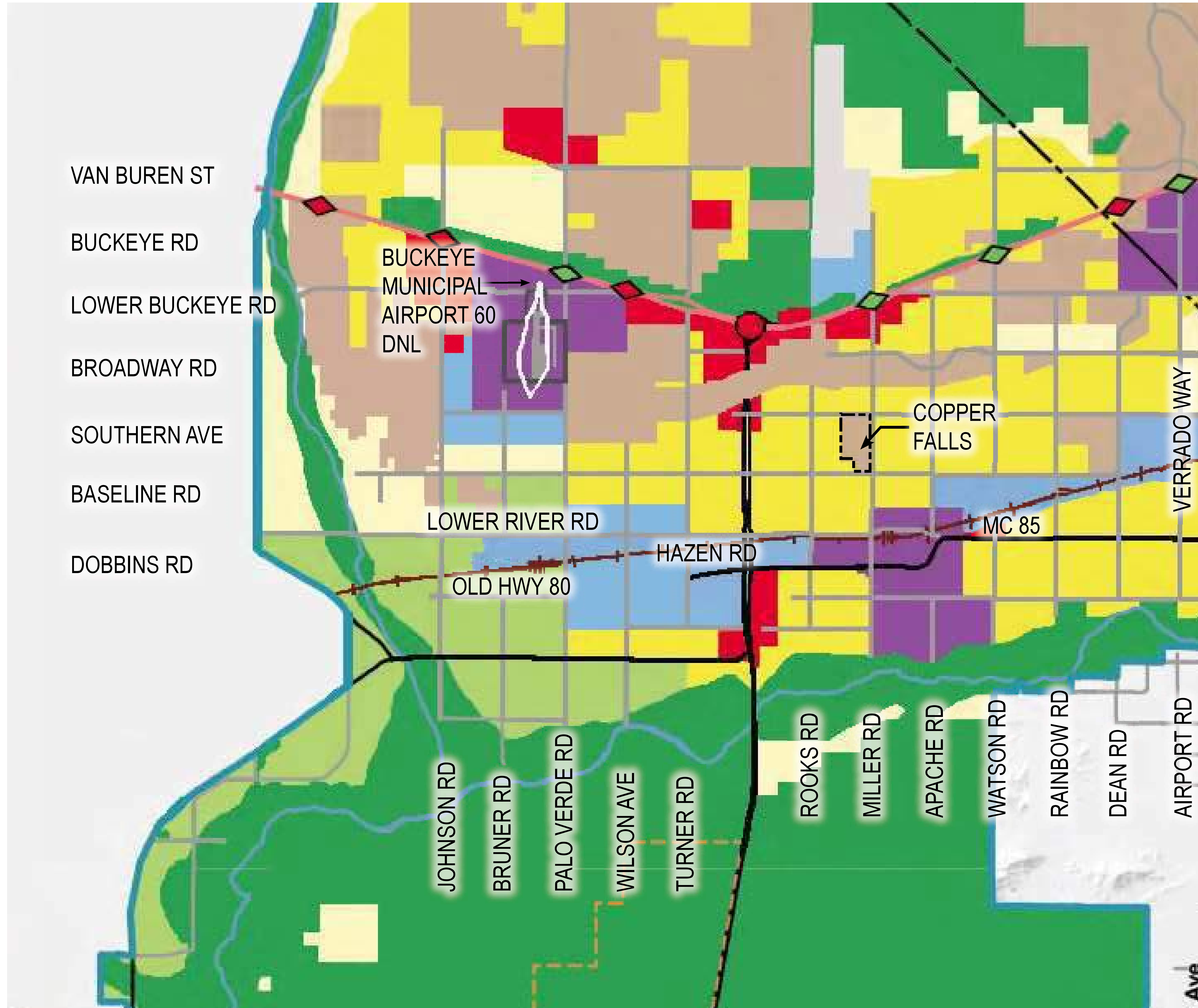
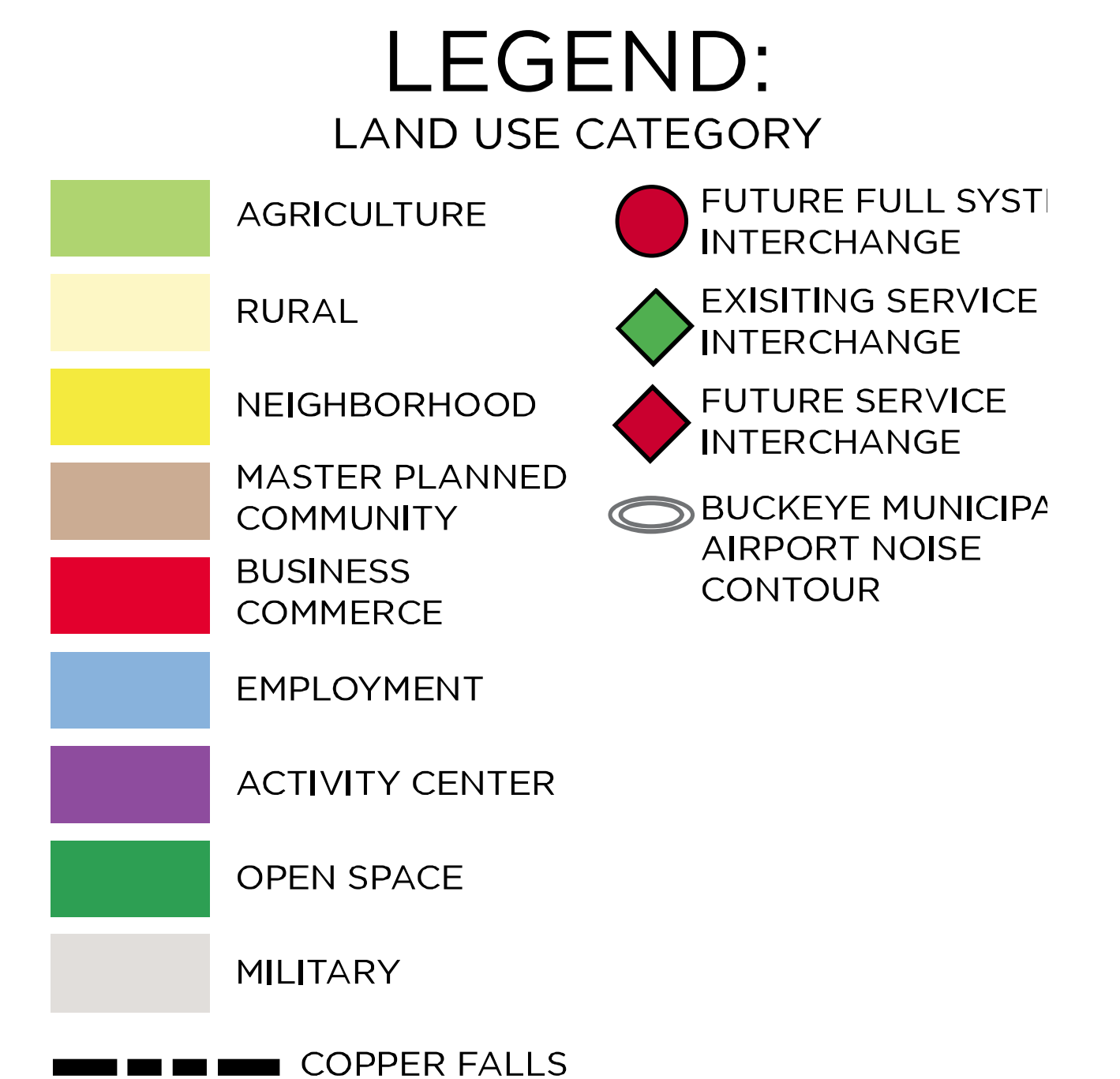


EXHIBIT 4: General Plan



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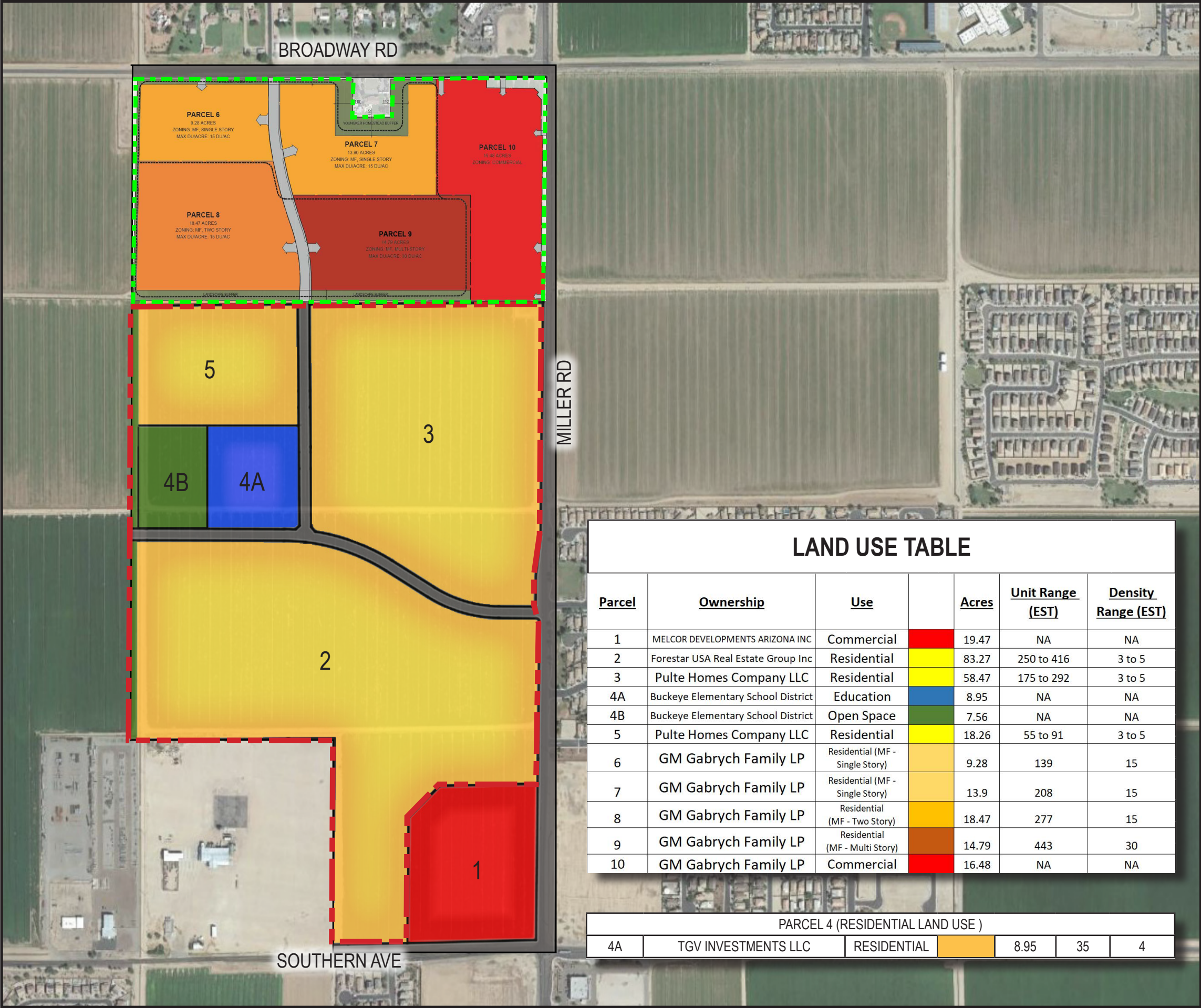
2023 COMMUNITY MASTER PLAN - EXHIBIT 3 - GENERAL PLAN

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 5

LAND USE MASTER PLAN

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP Amendment Area



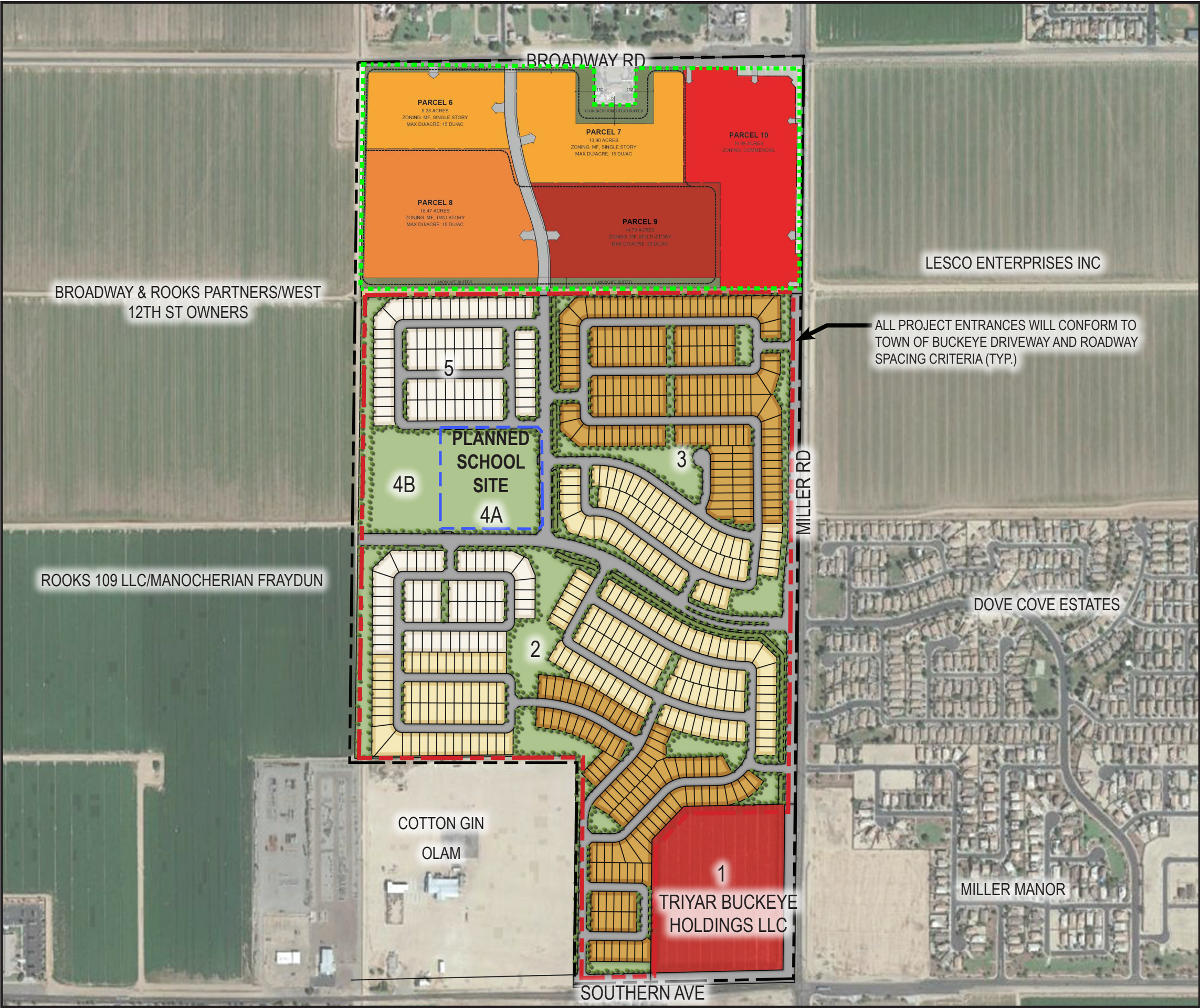
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 6

MASTER CONCEPTUAL DEVELOPMENT PLAN

LEGEND:

LOT SIZE		LAND USE	
	LOT A		2-3 DU/AC
	LOT B		COMMERCIAL
	LOT C		MEDICAL/ OFFICE
	2019		CMP AMENDMENT AREA
			FUTURE SCHOOL SITE
			OVERALL CMP BOUNDARY

THIS MASTER CONCEPTUAL DEVELOPMENT PLAN IS INTENDED TO DEPICT THE CONCEPTUAL RESIDENTIAL AND SCHOOL CONFIGURATION FOR THE AMENDMENT AREA. THIS PLAN IS NOT INTENDED TO REPRESENT THE PRELIMINARY OR FINAL PLAT(S) FOR THE SUBJECT PROPERTY. PRELIMINARY AND FINAL PLATS WILL PROCESSED THROUGH THE CITY OF BUCKEYE PROCESS AND MAY REFLECT A MODIFIED CONFIGURATION FOR THE ARRANGMENT OF LOTS, STREETS, AND OPEN SPACE



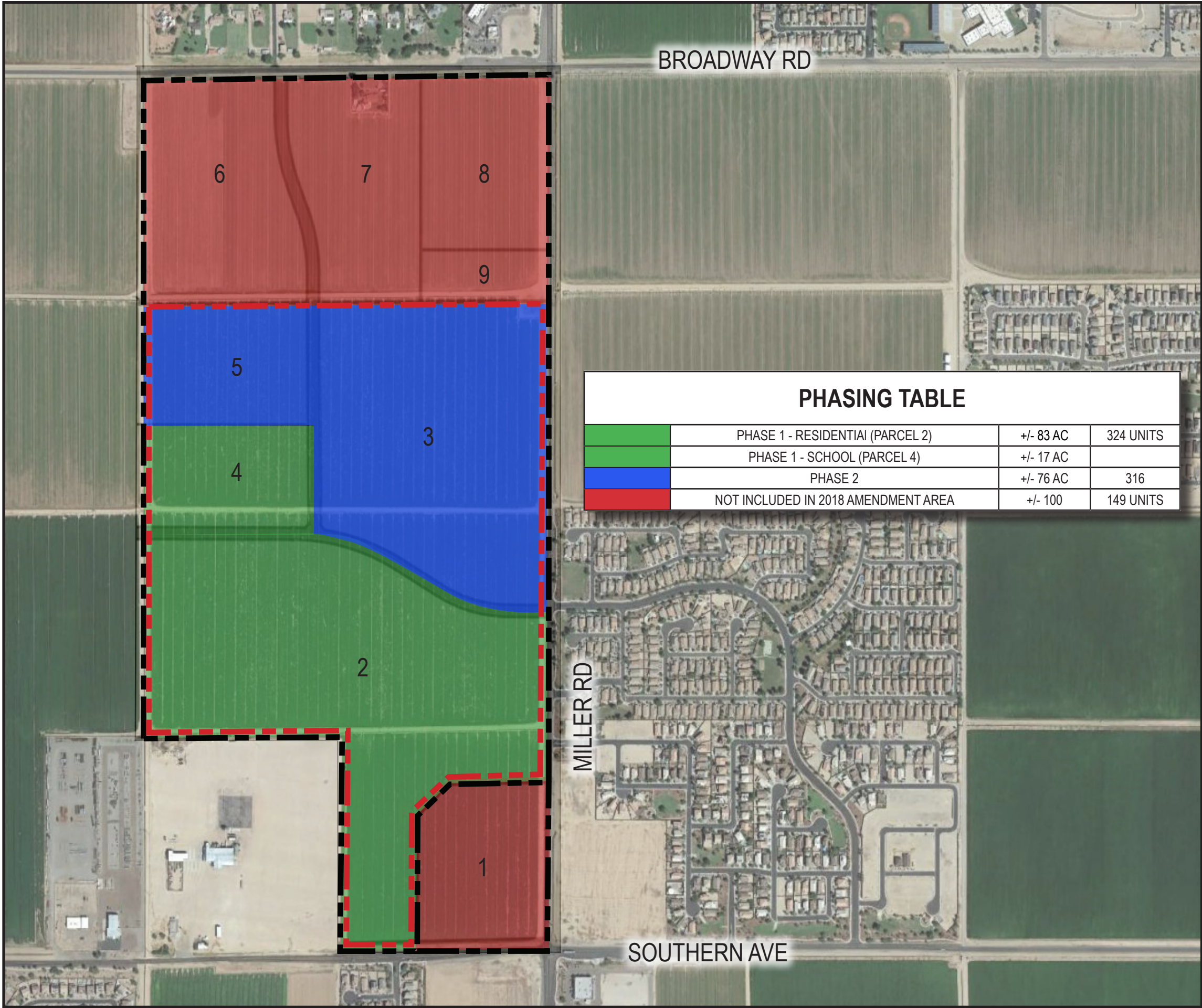
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COPPER FALLS

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EXHIBIT: 7

PHASING PLAN

LEGEND:

- CMP AMENDMENT AREA
- OVERALL CMP AREA

NOTE: THIS PHASING PLAN IS INTENDED TO DEPICT THE GENERAL SEQUENCE OF DEVELOPMENT FOR THE COPPER FALLS PLANNED COMMUNITY. THE PHASING OF THE COMMUNITY IS EXPECTED TO RESPOND TO THE LOGICAL EXTENSION OF INFRASTRUCTURE AND THE ANTICIPATED MARKET FOR RESIDENTIAL AND SUPPORT LAND USE TYPES. THIS PLAN IS NOT INTENDED TO BE REGULATORY IN ANY WAY.



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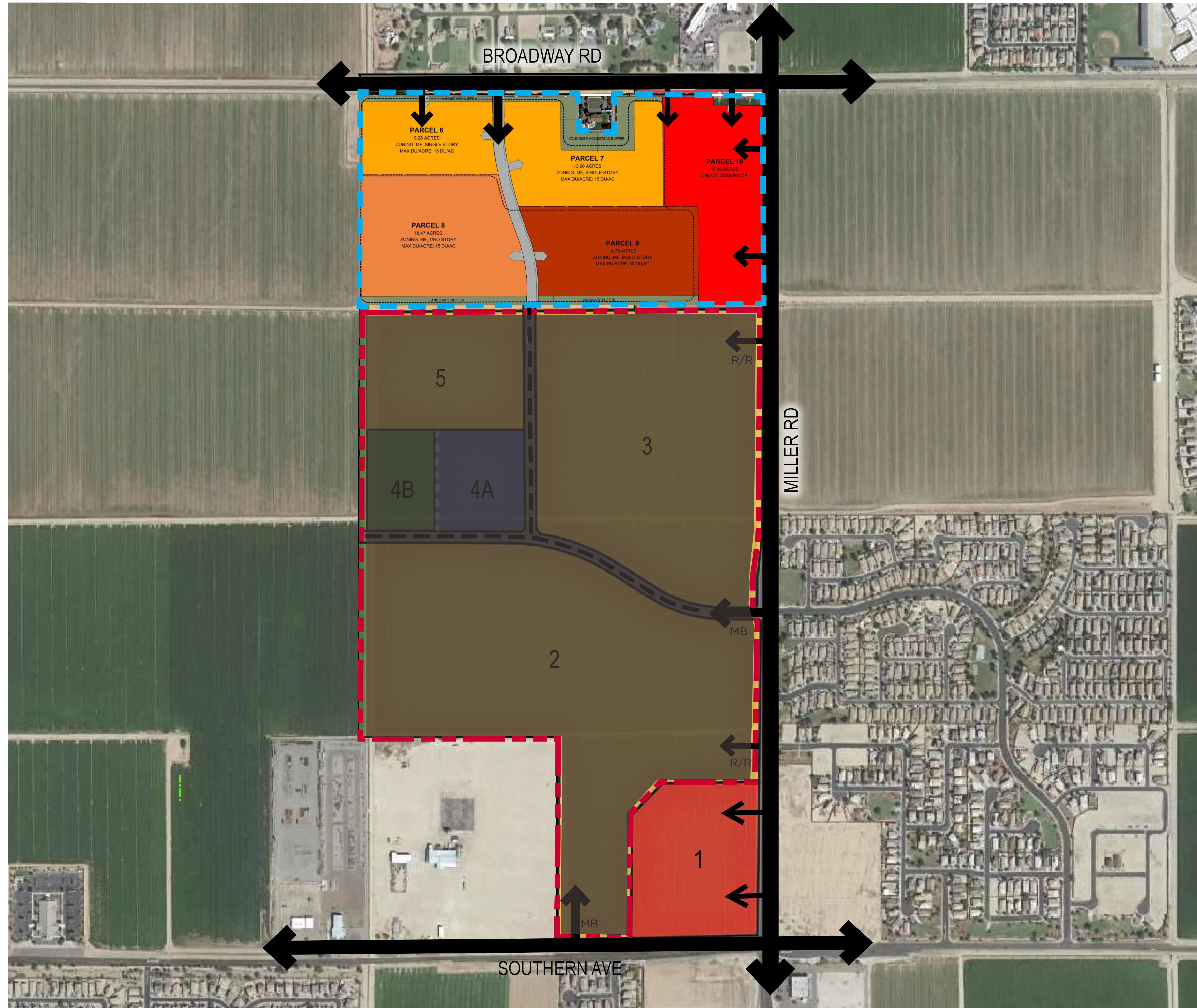


EXHIBIT 8: Master Circulation Plan

- LEGEND:**
- ARTERIAL STREET
 - ARTERIAL ACCESS
MEDIAN BREAK
 - ARTERIAL ACCESS
RIGHT IN/RIGHT OUT
 - 2019 CMP AMENDMENT AREA
 - 2023 CMP AMENDMENT AREA



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2023 COMMUNITY MASTER PLAN - EXHIBIT 5 - MASTER CIRCULATION PLAN

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 9

STREET CROSS SECTION

THESE ROADWAY SECTIONS ARE INTENDED TO SHOW THE DESIGN INTENT FOR STREET, PEDESTRIAN SIDEWALK, NEIGHBORHOOD PATH, AND DRAINAGE FACILITIES WITHIN THE TYPICAL ROADWAY CORRIDORS THAT WILL SUPPORT THE COPPER FALLS PLANNED COMMUNITY AND THE CONTEXTUAL SUBURBAN DEVELOPMENT PATTERN. THE ROADWAY CONFIGURATIONS AND DIMENSIONAL STANDARDS PROVIDED HEREIN ARE INTENDED TO BE CONSISTENT WITH THE CITY OF BUCKEYE ROADWAY STANDARDS.



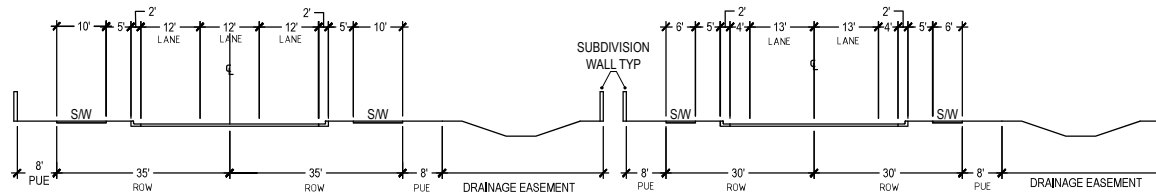
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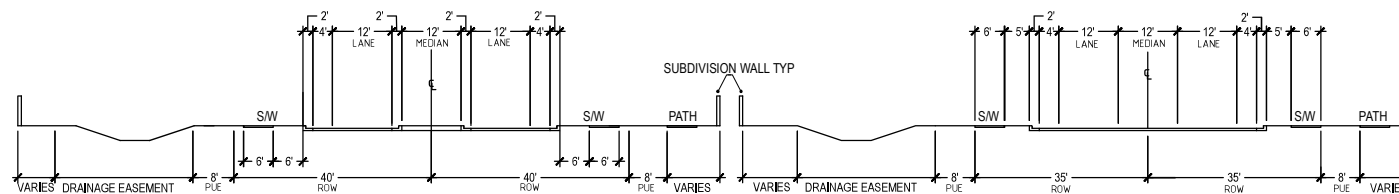
24



253RD AVE LOOKING NORTH
(COPPER FALLS DR. TO THE NORTH BOUNDARY OF
SCHOOL PARCEL)

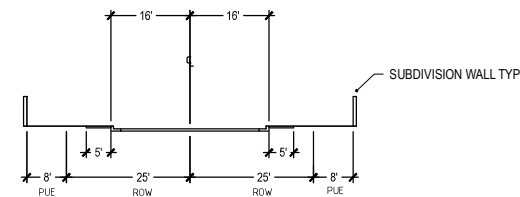
253RD AVE LOOKING NORTH
(NORTH BOUNDARY OF SCHOOL TO NORTH BOUNDARY OF
AMENDMENT AREA)

NOTE: THE STREET SECTION NORTH OF THE AMENDMENT AREA TO BROADWAY RD. MAY INCREASE TO A FULL COLLECTOR IF PROJECT DENSITY NORTH OF THE AMENDMENT AREA INCREASES.



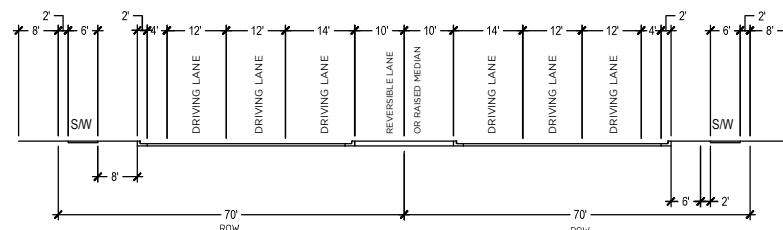
COPPER FALLS DRIVE (LOOKING WEST)
AT ARTERIAL INTERSECTION

COPPER FALLS DRIVE (LOOKING WEST)



TYPICAL LOCAL STREET

TYPICAL RESIDENTIAL ENTRY
AT ARTERIAL AND COLLECTOR STREET
INTERSECTIONS SHALL COMPLY WITH
DETAIL 63190



MAJOR ARTERIAL STREET
(BUCKEYE DETAIL 63120 - 140 ROW)

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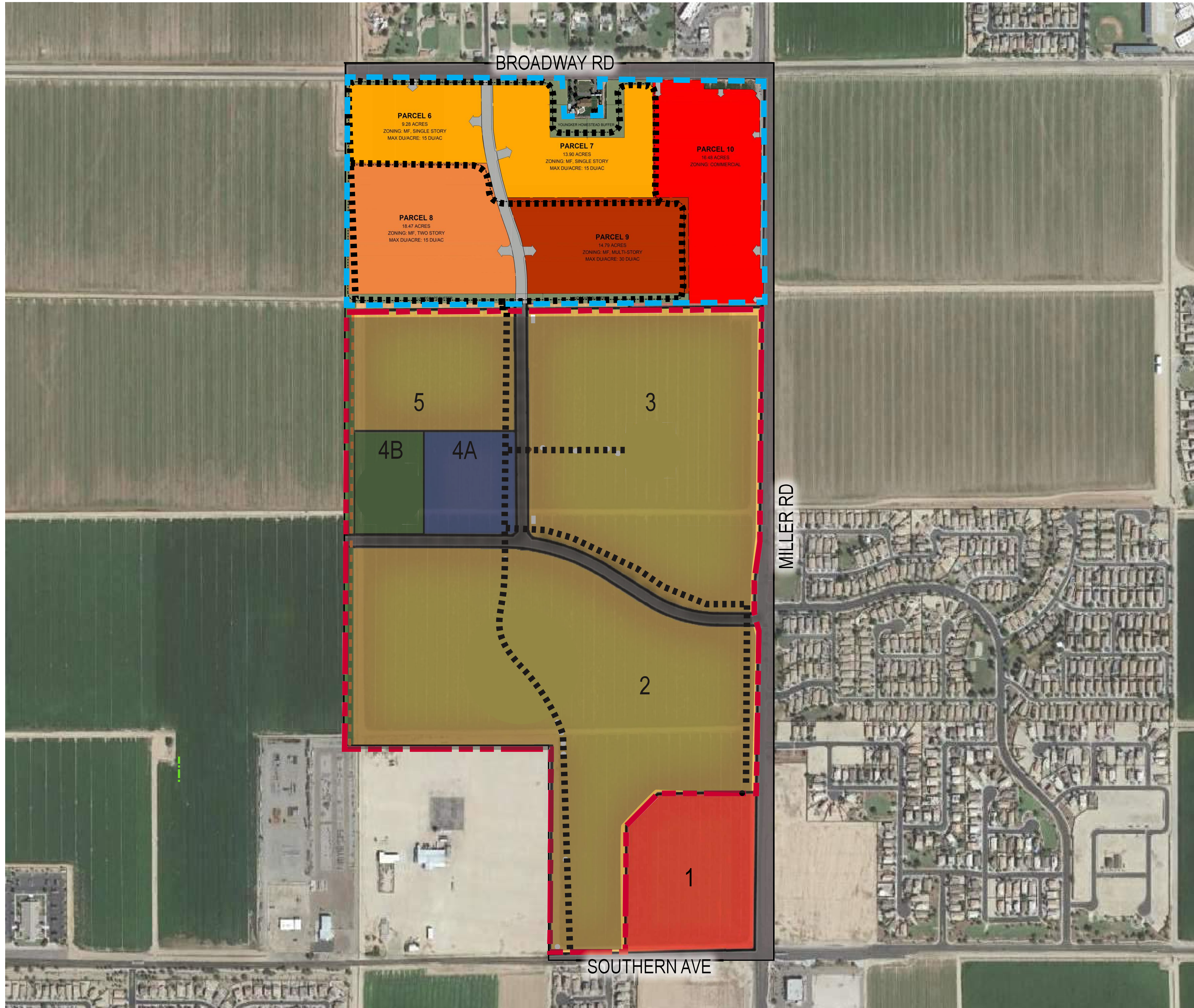


EXHIBIT 10: Master Trails Plan

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA
- NEIGHBORHOOD TRAIL (PAVED)



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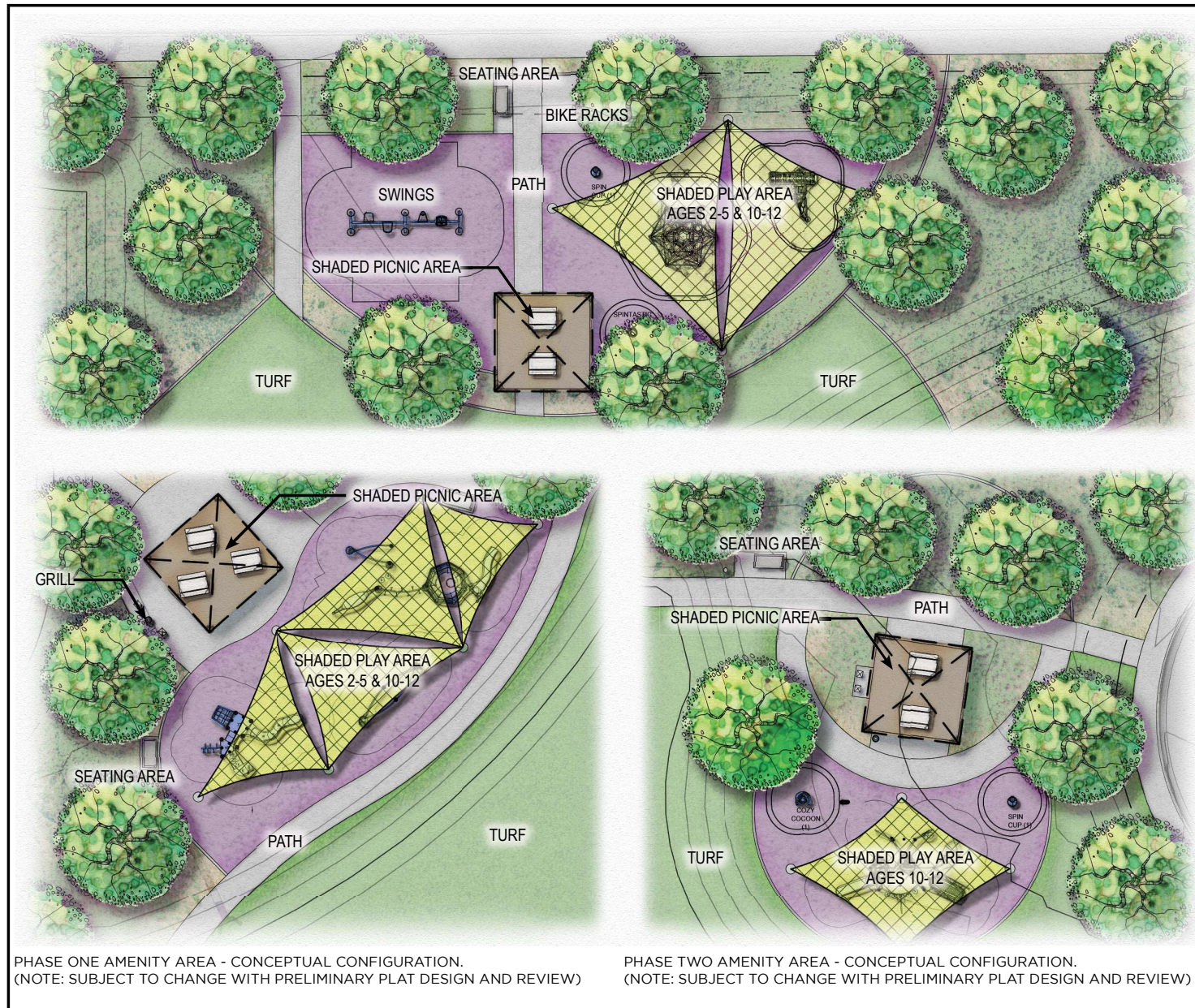
2023 COMMUNITY MASTER PLAN - EXHIBIT 6 - MASTER PARKS & TRAILS MAP

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 11

NEIGHBORHOOD AMENITY CONCEPTS

THE NEIGHBORHOOD PARK WILL BE DESIGNED AND IMPLEMENTED IN COOPERATION WITH THE BUCKEYE UNIFIED SCHOOL DISTRICT. PARK FACILITIES WILL ADDRESS THE FUNCTIONAL MANAGEMENT POLICIES OF THE DISTRICT WHILE MEETING THE DEMOGRAPHIC EXPECTATIONS OF THE FUTURE COPPER FALLS POPULATION AND REMAINING ACCESSIBLE TO THE COMMUNITY RESIDENTS.



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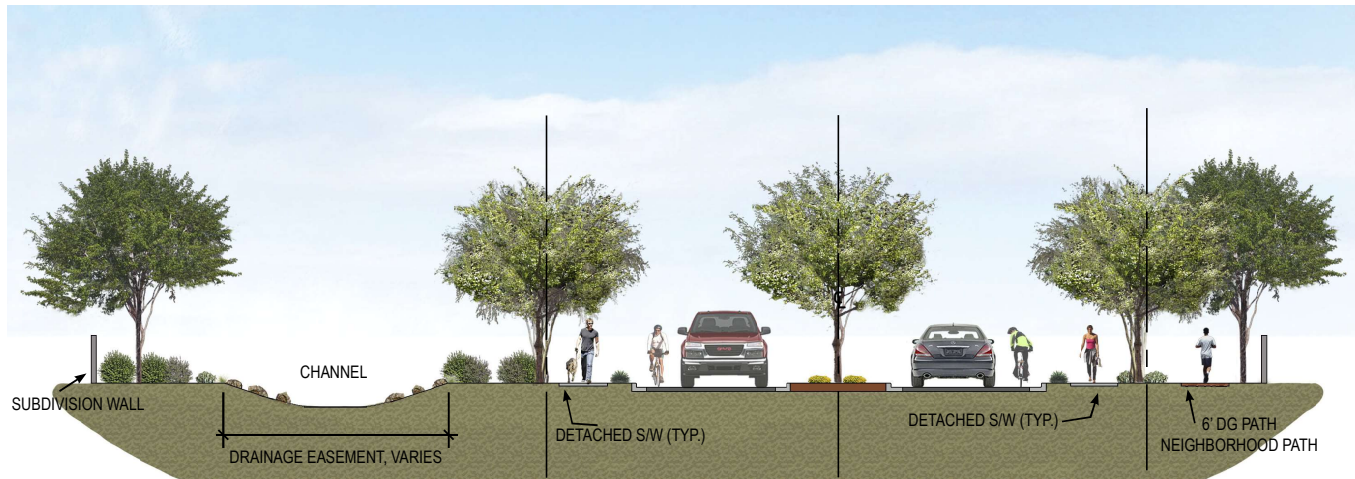
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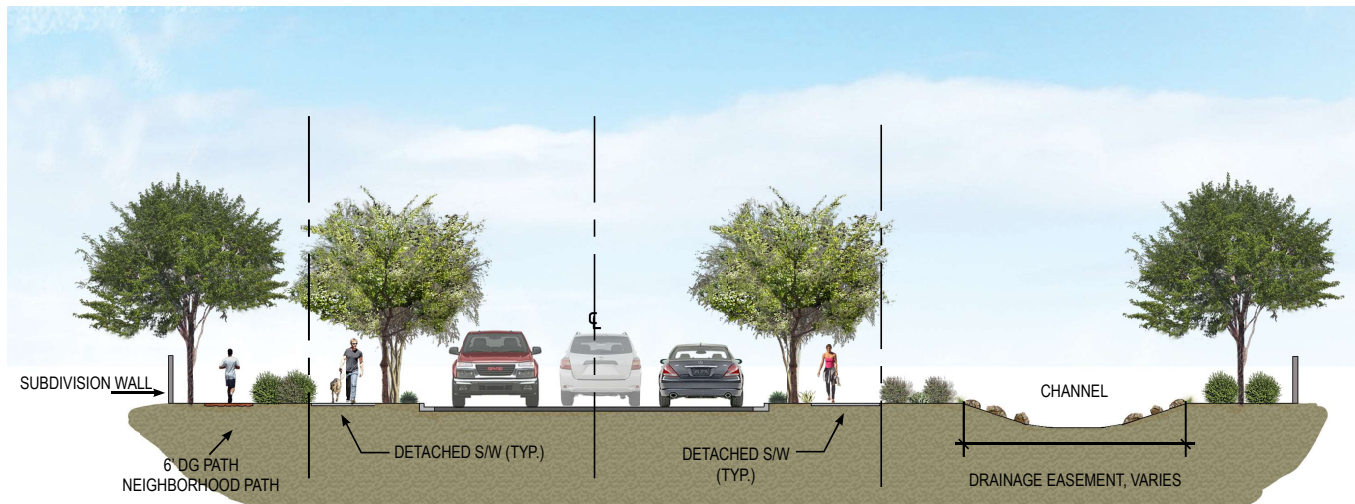
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EXHIBIT: 12	
PEDESTRIAN PATH SECTIONS	
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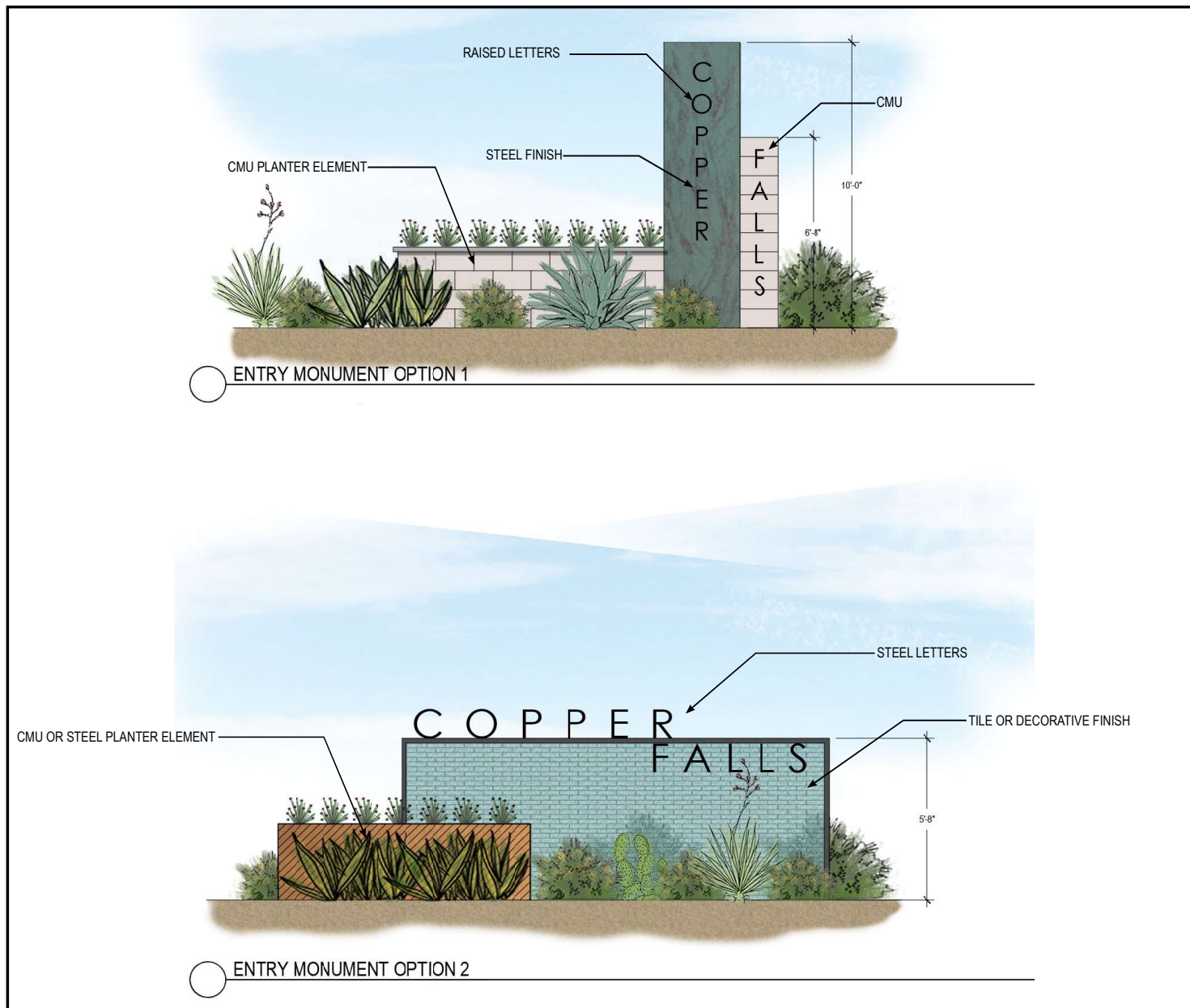


COPPER FALLS DRIVE AT MILLER ROAD (LOOKING WEST)



253RD AVE ADJACENT TO SCHOOL (LOOKING NORTH)

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 13

ENTRY MONUMENT SIGN CONCEPTS

NOTE: MONUMENT SIGN CONCEPT SHOWN ARE PROVIDED TO DEPICT CHARACTER AND ARCHITECTURAL STYLE INTENDED TO GUIDE THE COMMUNITY THEMING. FORMAL MONUMENT DESIGNS SHALL BE PROVIDED AT TIME OF PRELIMINARY PLAT.



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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 14

THEME WALL CONCEPTS

NOTE: THEME WALL CONCEPT SHOWN ARE PROVIDED TO DEPICT CHARACTER AND ARCHITECTURAL STYLE INTENDED TO GUIDE THE COMMUNITY THEMING. FORMAL THEME WALL DESIGNS SHALL BE PROVIDED AT TIME OF PRELIMINARY PLAT.



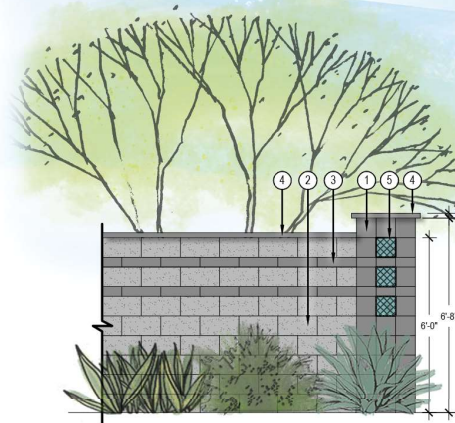
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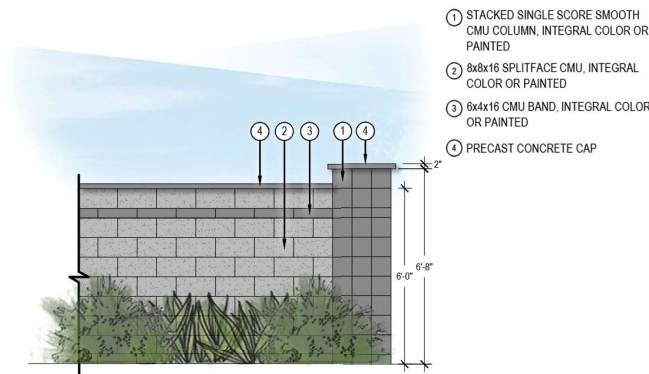
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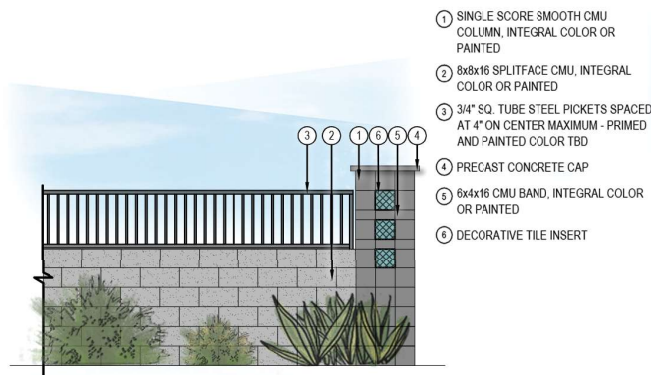
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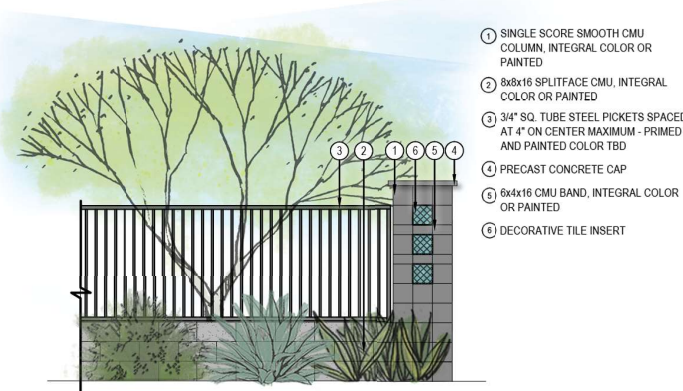
THEME WALL



SECONDARY THEME WALL

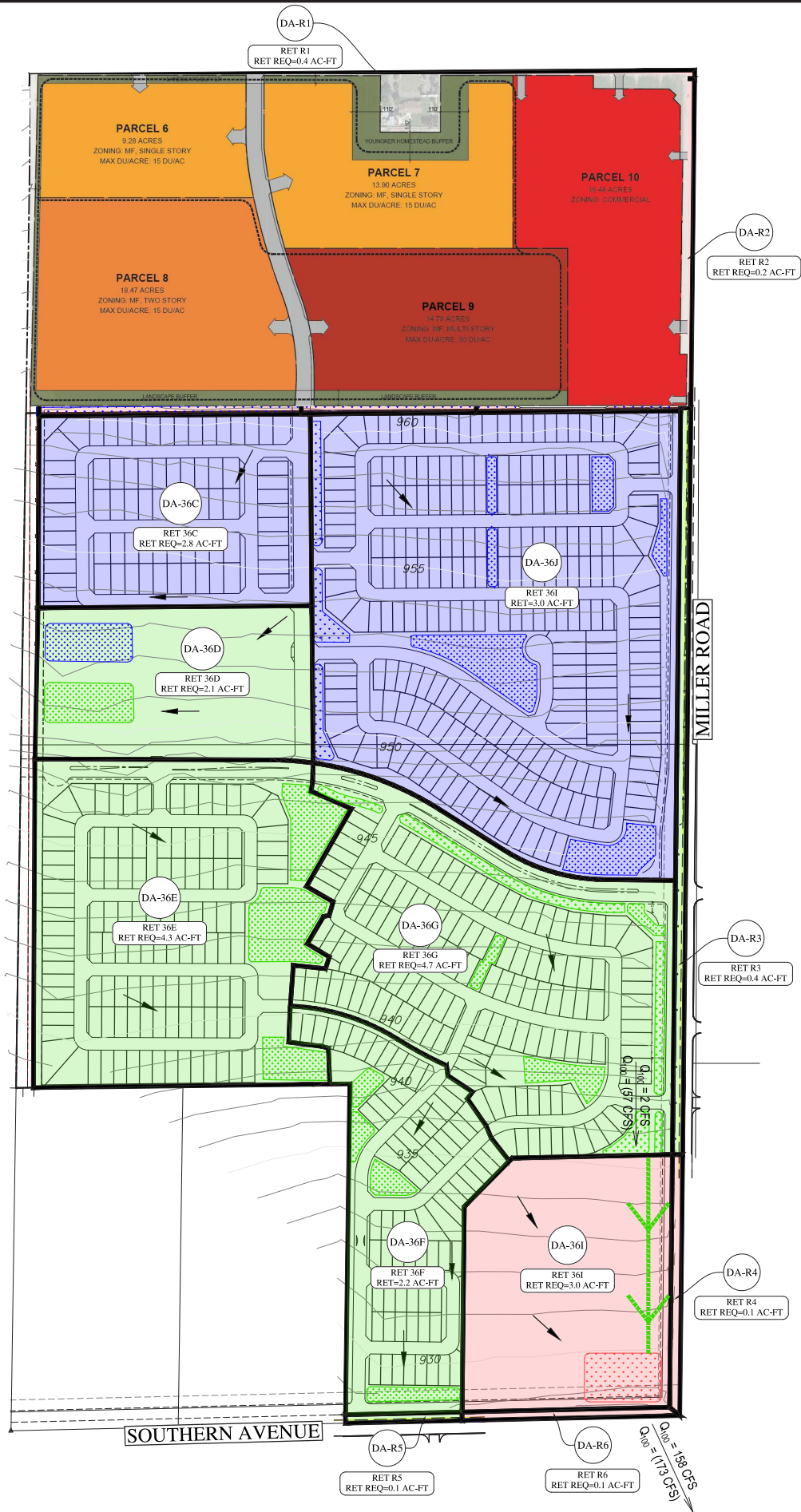


2' VIEW FENCE



VIEW FENCE

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 15

MASTER DRAINAGE PLAN POST DEVELOPMENT CONDITION

LEGEND:

LEGEND		LEGEND	
	FLOW ARROW		EXISTING CONTOURS
	DRAINAGE AREA LABEL		100-YR 2-HR RETENTION REQUIRED
	PROPOSED 100-YR 6-HR PEAK FLOW		PHASE 1 PROPOSED RETENTION BASIN
	EXISTING 100-YR 6-HR PEAK FLOW		PHASE 2 PROPOSED RETENTION BASIN
	DRAINAGE AREAS		
	PROPOSED DRAINAGE CHANNEL		
	PHASE 1		
	PHASE 2		



NORTH NO SCALE

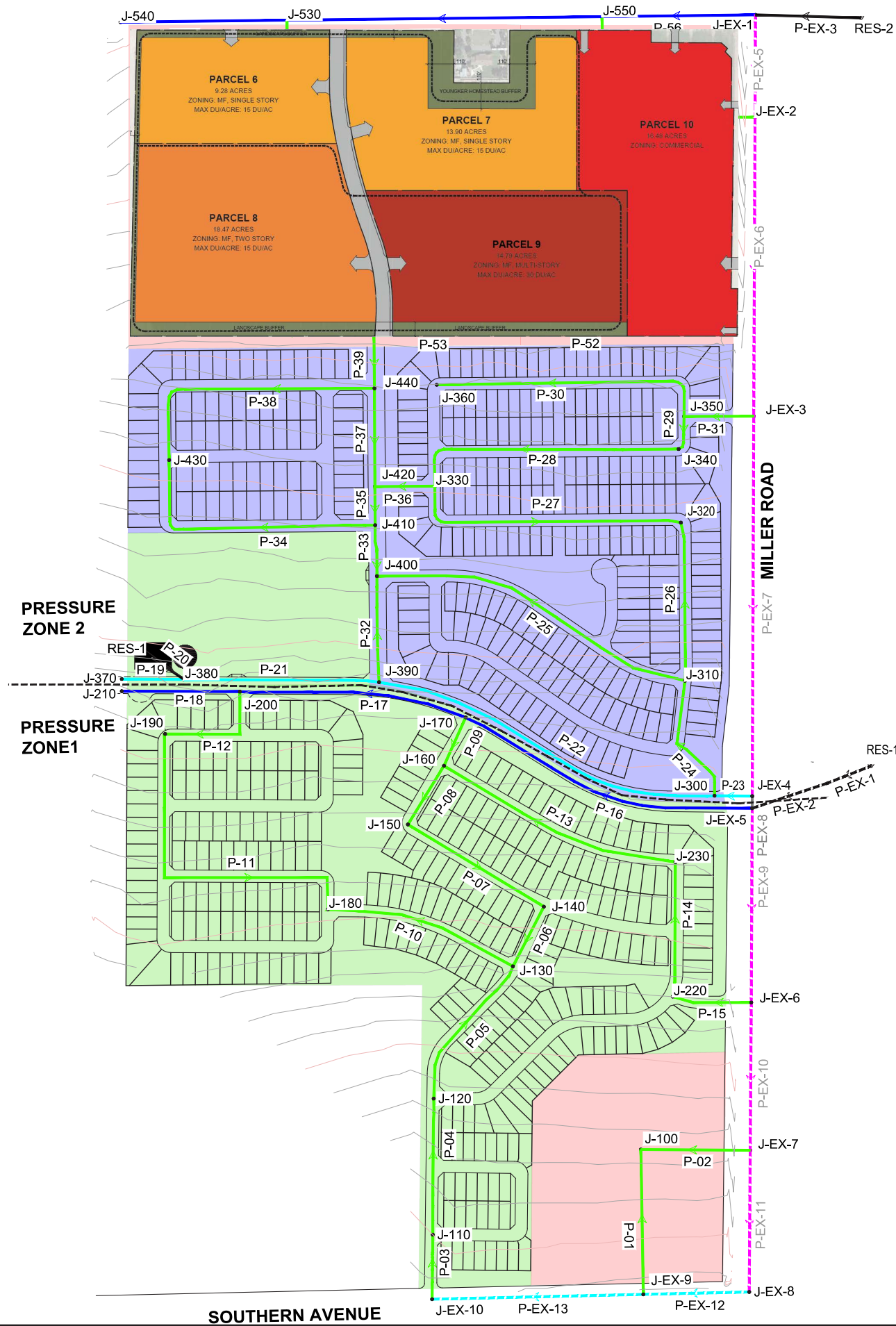
WOOD/PATEL
MISSION: CLIENT SERVICE *
(602) 335-8500
WWW.WOODPATEL.COM

DATE: 10.08.2018

901 East Madison Street
Phoenix, Arizona 85034
P 602.254.9600

www.norris-design.com

NORRIS DESIGN
Planning | Landscape Architecture | Branding



COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 16A

MASTER WATER PLAN FULL BUILD OUT CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED	JUNCTION NODE
8-INCHES	---	---	•
10-INCHES	---	---	W
12-INCHES	---	---	P-XXX
16-INCHES	---	---	P-EX-XXX
18-INCHES	---	---	J-XXX
24-INCHES	---	---	J-EX-XXX

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1

PHASE 2

PHASE 3

PHASE 1

PHASE 2

PHASE 3

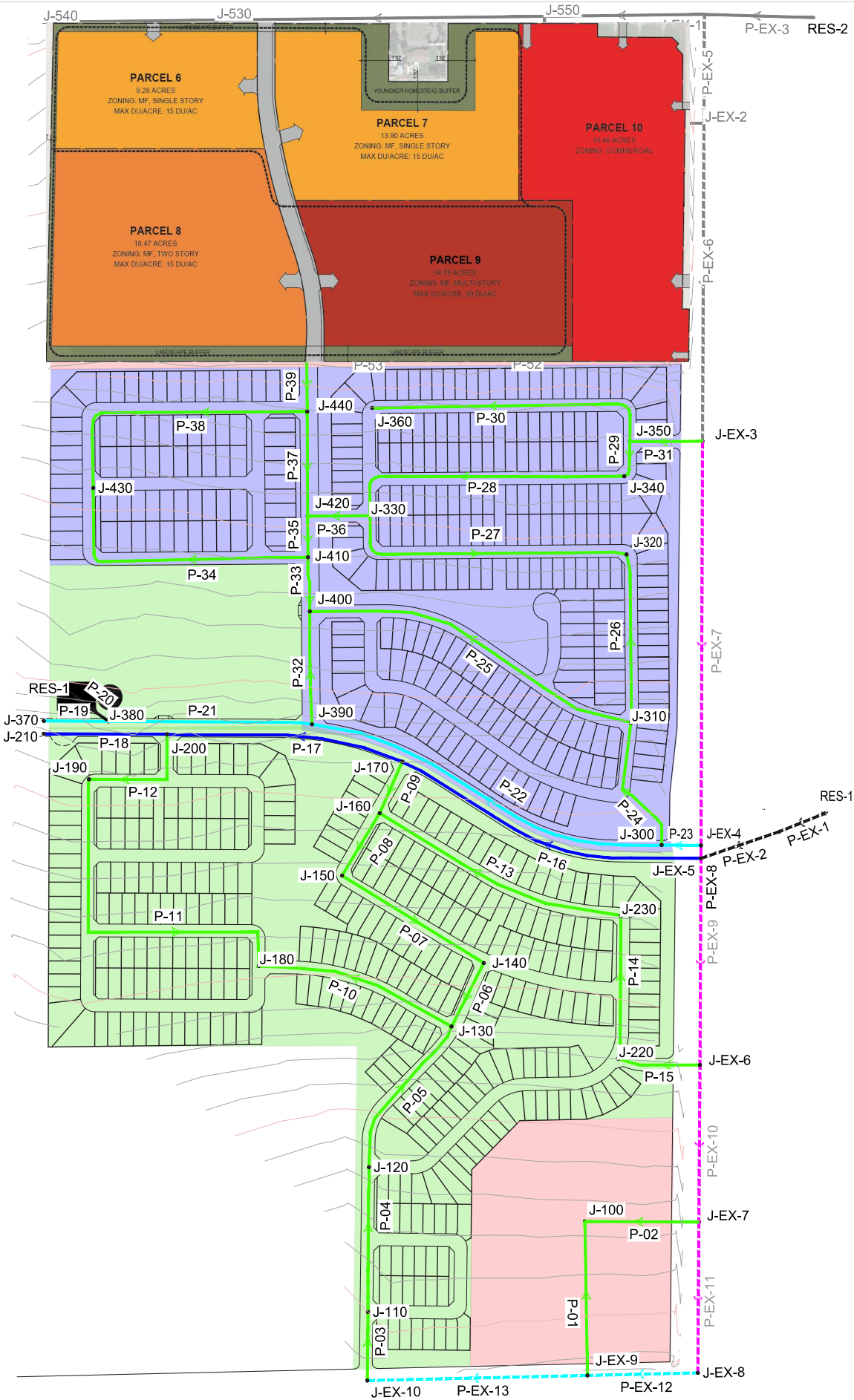
NORTH NO SCALE

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 16B

MASTER WATER PLAN INTERIM CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED		JUNCTION NODE
8-INCHES	---	---	●	WATER SOURCE
10-INCHES	---	---	▽	P-XXX PROPOSED PIPE
12-INCHES	---	---	P-EX-XXX	EXISTING PIPE
16-INCHES	---	---	J-XXX	JUNCTION NODE (PROPOSED)
18-INCHES	---	---	J-EX-XXX	JUNCTION NODE (EXISTING)
24-INCHES	---	---		

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1

PHASE 2

PHASE 1

PHASE 2



NORTH NO SCALE

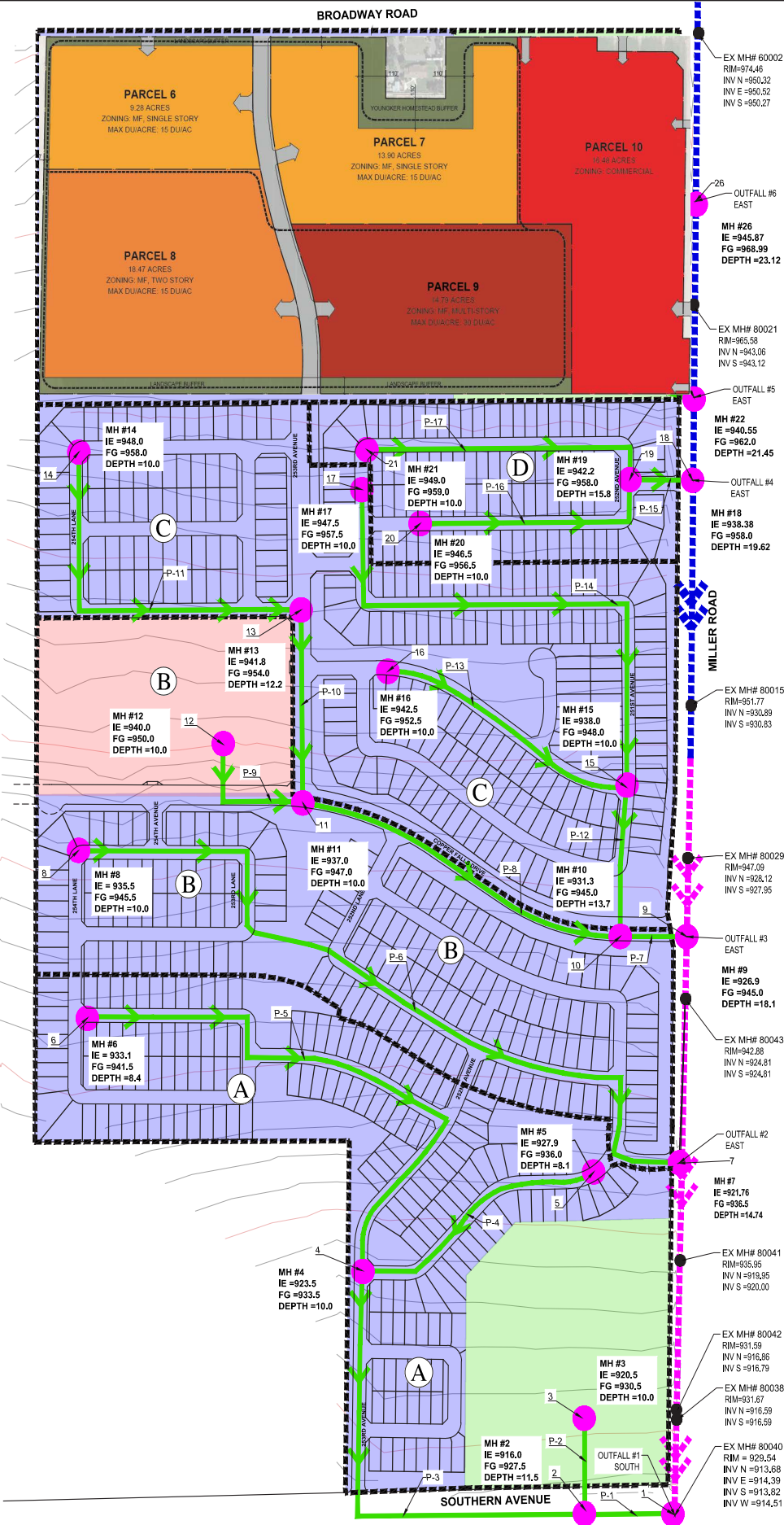
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17A

MASTER WASTEWATER PLAN FULL BUILD OUT

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED	SEWER BASIN LABEL
8-INCHES	---	---	● JUNCTION NODE
10-INCHES	---	---	--- SEWER BASIN BORDER
12-INCHES	---	---	--- PARCEL BORDER
15-INCHES	---	---	FG ANTICIPATED FINISHED GRADE
18-INCHES	---	---	IE INVERT ELEVATION
21-INCHES	---	---	

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

LAND USE

OFFICE/COMMERCIAL

NEIGHBORHOOD RESIDENTIAL

SCHOOL SITE



NORTH NO SCALE

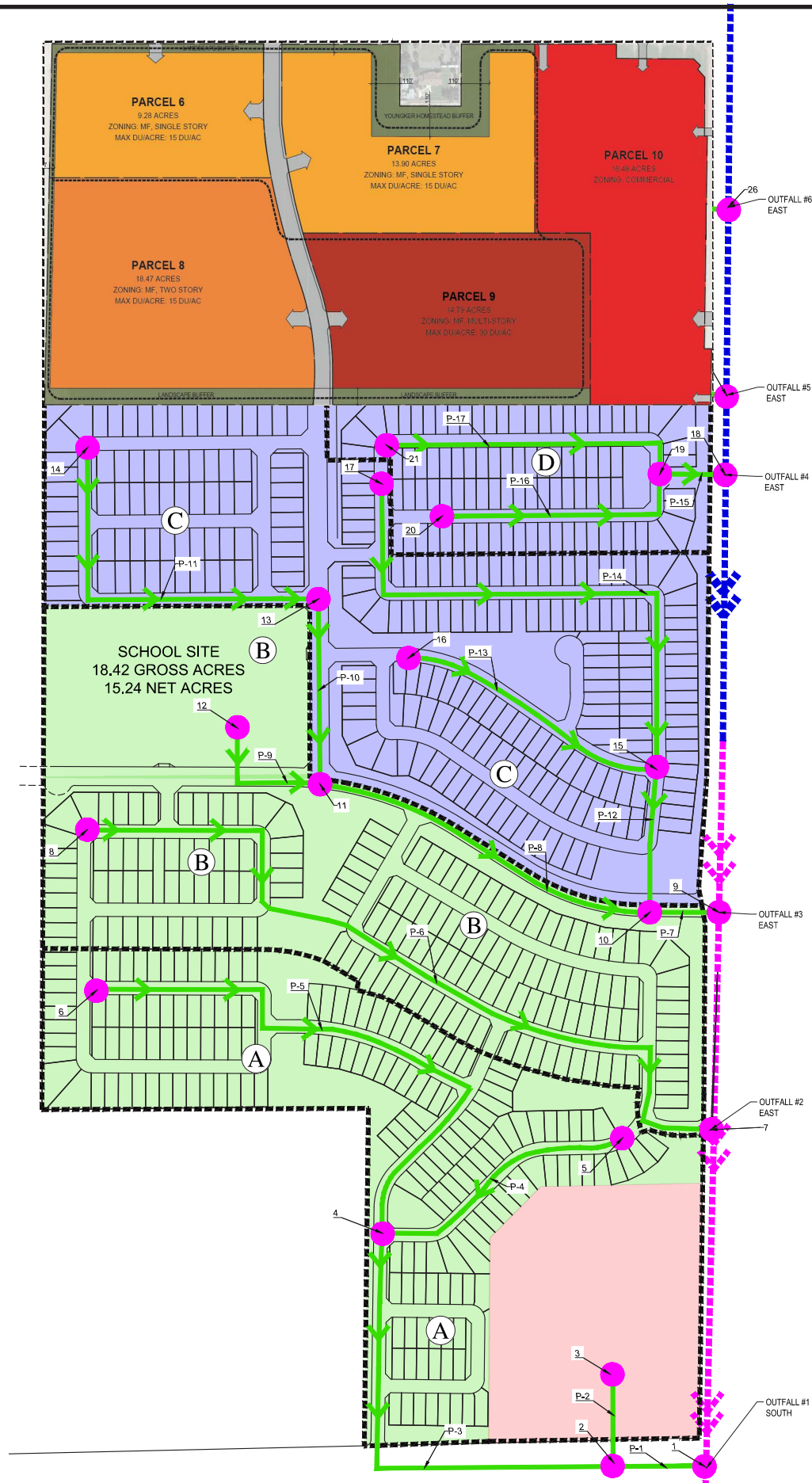
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17B

MASTER WASTEWATER PLAN INTERIM CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED	SEWER BASIN LABEL
8-INCHES	---	---	Ⓐ SEWER BASIN LABEL
10-INCHES	---	---	● JUNCTION NODE
12-INCHES	---	---	--- SEWER BASIN BORDER
15-INCHES	---	---	--- PARCEL BORDER
18-INCHES	---	---	FG ANTICIPATED FINISHED GRADE
21-INCHES	---	---	INV INVERT ELEVATION

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1
PHASE 2



NORTH NO SCALE

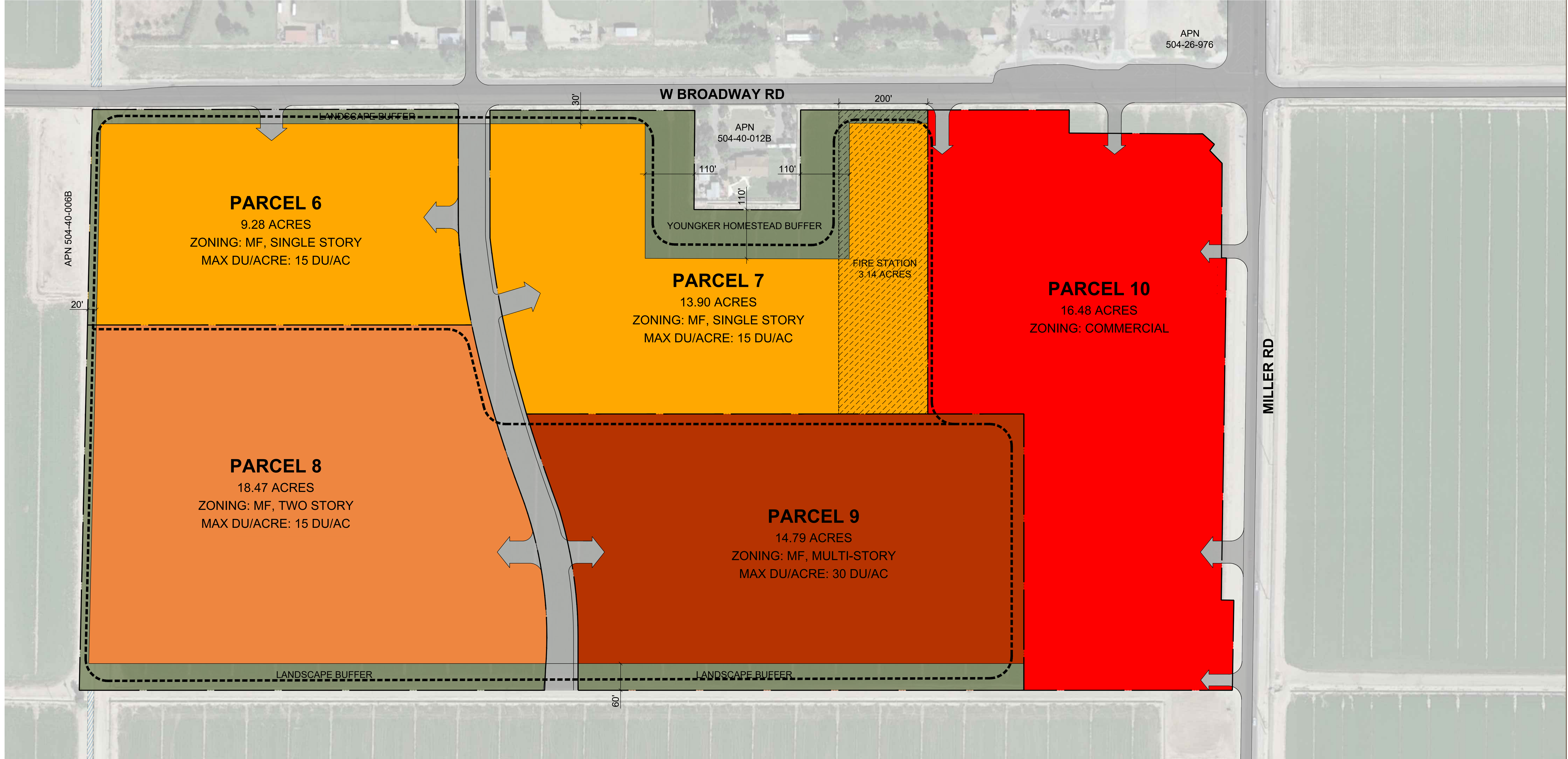
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DEVELOPMENT STANDARDS:	PARCEL 6,7
ZONING:	MF, SINGLE STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	30 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	30 FT
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 8
ZONING:	MF, TWO STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	TWO STORY & 34' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 9
ZONING:	MF, MULTI-STORY
MAX. DU/AC.:	30 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	40' HT (60'-100' FRM SINGLE FAMILY HOME) 50' HT (MORE THAN 110' FRM SINGLE FAMILY HOME)
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 10
ZONING:	COMMERCIAL
MAX. F.A.R.:	N/A
MAX COVERAGE:	60%
MAX. HEIGHT:	50 FT
BUILDING SETBACKS:	
FRONT:	10 FT
SIDE:	10 FT
REAR:	0 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
SIDE:	5 FT
REAR:	5 FT
LANDSCAPE REQ.:	15%
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT
scheme:	10

DEVELOPMENT STANDARDS:	FIRE STATION OPTION
ZONING:	MF, SINGLE STORY
BUILDING SETBACKS:	
FRONT:	50 FT
WEST SIDE:	50 FT
EAST SIDE:	0 FT
REAR:	50 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
WEST SIDE:	5 FT
EAST SIDE:	0 FT
REAR:	5 FT
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT
**NOTE: IF FIRE STATION SHOULD NOT OCCUR, USE PARCEL 6 & 7 DEVELOPMENT STANDARDS	

LEGEND

- MASTER PLANNED COMMUNITY - MF, MULTI-STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, SINGLE STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, TWO STORY (MPC)
- BUSINESS COMMERCE (BC)
- FIRE STATION OPTION
- OPEN SPACE (OS)
- NATURE LOOP TRAIL



Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

WARE MALCOMB

PHX22-0088-00
05.26.2023

COPPER FALLS

Citizen Participation Plan and Report

Major Amendment to Copper Falls Community Master Plan

Application Case #: PLZZ-22-00108

First Submittal: November 23, 2022

Final Submittal: October 31, 2023

Applicant/Representative:



William E. Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to amend the Copper Falls Community Master Plan (the "CMP") to develop approximately 72.29 acres (gross) of the CMP generally located at the southwest corner of Broadway Road and Miller Road. The Property is surrounded by mostly large vacant properties that are currently used for agricultural uses, a developing single-family subdivision within Copper Falls to the south and an existing large lot single-family subdivision to the north across Broadway Road (Northwood Park Estates). The property is identified by Maricopa County Assessor parcel numbers 504-40-012K (the "Property").

The approval of this application will alter the land use designations on the Property to several different types of multi-family uses and an expanded commercial land use designation within the CMP.

Which residents of the City, adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

At least 15 days prior to the neighborhood meeting and again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners within 500' of the Property and interested parties / stakeholders in the surrounding area of the 72 acres subject to this entitlement request. The letter will adhere to all City of Buckeye notification requirements and will adequately notify the surrounding property owners of the proposal.

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the 2010 Development Code, we will provide notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the 2010 Development Code, we will mail individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting and public hearings. Interested parties and stakeholders in the surrounding area of the 72 acres subject to this entitlement request will also be

notified. The letter will adhere to all City of Buckeye notification requirements and will adequately notify the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We will provide the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed.

Neighborhood Meeting

We will hold a neighborhood meeting and provide mailed notice of the meeting in the same manner as described above. We will notify the Development Services Department in writing of the meeting date, time, and location no less than 15 days prior to the scheduled date of the meeting. We will provide an affidavit certifying that the procedures for notification were completed. We will prepare and deliver a written summary of the neighborhood meeting to Development Services Department within 30 days of the date of the meeting which will include the date, time, location of the meeting, a copy of the sign in sheet, and a summary description of how we addressed or propose to address the issues, concerns, and objections identified during the meeting.

Published Notice

We will publish notice in a newspaper of general circulation at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Broadway Road and Miller Road) which will remain on the Property for a period of at least 15 days prior to the neighborhood meeting. We will post the signs on the Property once the location of the signs are determined and approved by City Staff. We will maintain the sign in good condition and, when hearing dates are identified but at least 15 days prior to the first public hearing, update the signs to include the date, time, and location of future P&Z and Council meeting. The signs will be removed within 10 days after the public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting and public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, will we meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. At least 21 days prior to the Planning & Zoning Commission public hearing we will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues. Our public outreach will be continuous and will occur throughout the rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed at least 15 days prior to the Planning Commission hearing date and will include the following:

- (i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
- (ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
- (iii) Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and
- (iv) The number of people that participated in the process
- (v) A summary of concerns, issues and problems expressed during the process, including:
 - a. The substance of the concerns, issues, and problems
 - b. How we addressed or will address the concerns expressed during the process; and

- c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all-important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Citizen Participation Report

The following outreach has occurred over the course of one (1) plus years of planning this property. Initially, we met with the property owner directly adjacent to the 72+ acres (south side of Broadway) on Maricopa County Assessor's Office parcel # 504-40-012B. These meetings were on going with many plan iterations discussed. After many meetings with this property owner, a proposed land plan was devised for a late Fall 2022 major CMP amendment submittal.

- (i) *Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;*

We held our open house on Wednesday, February 15th, 2023 at 6:00 pm at the Bales Elementary School Gymnasium 25400 W. Maricopa Rd., Buckeye, AZ 85326

- (ii) *Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;*

A notification letter was mailed to all property owners within 1,000' of the Property in addition to all of the residents located within the Northwood Park Estates subdivision to the north of Broadway Road. Although 500 feet notice is required, we exceeded this distance to ensure all of the residents of Northwood Park Estates were notified. A copy of the Affidavit of Notification including the notification letter is attached hereto as **Exhibit A**. Refer to **Exhibit B** for the map of the properties notified. Refer to **Exhibit C** for the list of those property owners notified.

- (iii) *Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and*

See Affidavit of Notification attached hereto as **Exhibit A**.

- (iv) *The number of people that participated in the process;*

13 residents participated in the neighborhood meeting on Wednesday, February 22, 2023 at 6:00 pm at the Bales Elementary School, although only a few actually signed in. Refer to **Exhibit D** for the sign-in sheet from the open house.

(v) *A summary of concerns, issues and problems expressed during the process, including:*

a. The main concerns, issues and problems expressed by residents during the 2/15/2023 meeting include:

- i. a higher density next to single-family homes;
- ii. increase in traffic generated;
- iii. police and fire infrastructure and response times;
- iv. school capacity for new residents;
- v. concerns of neighborhood degenerating and character of the neighborhood changing;
- vi. crime rate increases from multi-family;
- vii. lack of housing demand for existing single-family developments;
- viii. sufficiency of water and sewer services.

b. *How we addressed or will address the concerns expressed during the process;*

The Applicant will address the following issues as follows:

- i. a higher density next to single-family homes;

The project will be separated from the low-density single-family homes to the north by Broadway Road, a major arterial that will span six lanes plus a median/turning lane. An additional thirty (30) foot landscape buffer is proposed along the entire south side of Broadway Road adjacent to any multi-family land use designation. In addition, Parcels 6 and 7 will be restricted to a single-story product, thereby, maintaining an appearance of single story single-family housing. The updated Land Use Plan also includes a 60' buffer to the single-family homes to the south.

- ii. increase in traffic generated;

The applicant will conduct a full traffic report prior to design to ensure traffic is minimized as much as possible. Miller Road, another major arterial, is currently being expanded to 6 +1 lanes, minimizing traffic significantly. It is the convergence of two major arterials that makes a higher density use appealing for this parcel. Placing multi-family land uses along arterials is sound planning from a traffic generation and capacity standpoint. These two major arterials are planned to carry the highest volumes of traffic through the City by their designation and future design. This project will significantly improve both roadways when they are developed.

- iii. police and fire infrastructure and response times;

As mentioned above, the construction of water and street infrastructure in the area will assist in emergency response times. Throughout the CMP amendment process, we have worked with stakeholders to address the City's emergency response times and potential for a fire station location. In discussions with the City's staff and Fire Chief, a location for a potential fire station site has been added to the land use plan.

iv. school capacity for new residents;

A dedication for a new school is included in the southern section of the Copper Falls CMP and will address the increase in students. Applicant obtained a Certificate of Adequate School Facilities from Buckeye Elementary and Buckeye Union High School Districts.

v. concerns of neighborhood degenerating and character of the neighborhood changing;

We believe our modified (many times) plans create a sound land use plan that provides for a mixture of single-story, two-story and multi-story multi-family residential housing options connected by pedestrian paths and adjacent to future commercial development. The Miller and Broadway Road intersection has an existing commercial use on the northwest corner, a planned super market commercial development on the southeast corner and future commercial and multi-family on the northeast corner. The character of this area is somewhat changing with strong single-family residential neighborhoods transitioning to multi-family and commercial developments along the major arterials. These neighborhoods will provide for all types of living arrangements to create a vibrant, active multi-family and commercial core at the intersection with surrounding single-family developments.

vi. crime rate increases from multi-family;

Applicant has not been presented with any evidence that multi-family residential uses increase crime rates. The City will determine coverages for police and fire based on the development proposals. In fact, with the potential for a fire safety facility as part of this development, the proposal seems to better the overall safety of the area.

vii. lack of housing demand for existing single-family developments;

The proposal provides for alternatives to the thousands of single-family subdivisions within 1-2 miles of the Property. The proposal responds to the Buckeye City Council's housing shortage proclamation.

viii. sufficiency of water and sewer services.

The Applicant will comply with all development guidelines set out by the Arizona Department of Water Resources, Arizona Department of Environmental Quality, Maricopa Association of Governments, City of Buckeye Water Services, and any other governing body to ensure water and sewer services are provided.

c. *Concerns, issues and problems the applicant is unwilling or unable to address and why.*

Applicant believe that a majority of the revised development plan addresses the concerns discussed at the neighborhood open house. The only issue not addressed is maintaining the single-family land plan previously approved within the CMP for the amendment area. In addition, we met with and worked with the Northwood Park Estates homeowners association ("HOA") president on potentially providing a concrete masonry wall along the south side of their subdivision, north side of Broadway Road. In understanding the HOA president's concerns with the future lighting and noise in the area, we felt that this was more associated with the build out of the major arterial roadway for Broadway than our development proposal. With the significant cost of such a long wall (over 2,000 feet) and the distance from our proposed single-story residential units, we decided not to build a wall north of Broadway Road. We will continue to work with neighbors and City Staff to create an application that enhances the area and furthers the goals of the City.

Public Hearing Notification

In preparation of the public hearing schedule, the following required notifications were conducted:

- A legal advertisement in the Arizona Republic was posted on October 28, 2023. Refer to ***Exhibit E*** for the legal ad and affidavit.
- The site was posted on both Broadway Road and Miller Road. Please refer to ***Exhibit F*** for the site postings and affidavit.

- Public hearing notification letters were sent to property owners within 1,000 feet (500 feet is required). Refer to *Exhibit G* for the letter, list of property owners and map, along with the affidavit.

Report Conclusion

We have methodically worked with many stakeholders in this area to create a land use proposal that reacts to several different real estate market factors, community interests and commercial success. We will continue to respond to any input we receive after this report is submitted to the City.

EXHIBIT A

Affidavit of Mailing Notice

Case Number: PLZZ-22-00108

Project Name: Copper Falls III

Applicant Name: Kurt A. Jones

Location: Southwest corner of Broadway Road and Miller Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 1000 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 31st day of January, 2023, by:


Notary Public

My Commission Expires:

April 5, 2023





January 31st, 2023

RE: PLZZ-22-00025 – Major Amendment to Copper Falls Community Master Plan – Southwest corner of W. Broadway Road and Miller Road

Dear Neighbor:

We represent GM Gabrych Family LP and their proposal to amend approximately 72.29 acres of the Copper Falls Community Master Plan (“Copper Falls CMP”). Please refer to the attached **Context Aerial**. The amendment area will be located at the southwest corner of W. Broadway Road and Miller Road. Please refer to the attached **2022 CMP Amendment Area Map**. The property is identified by Maricopa County Parcel Number 504-40-012K (the “Property”). The Property is currently located within the City of Buckeye and is zoned PC (Planned Community) for the Copper Falls CMP.

This proposal is to amend parcels 6-10 in the existing Copper Falls CMP thereby reconfiguring the community to better utilize the space for residents, businesses, and open spaces (see attached **2022 CMP Amendment Area Map**). The Copper Falls CMP was originally created in 2005, and the southern portion was recently amended and approved by the City of Buckeye City Council in 2019. The parcels in this proposal were not considered in the 2019 CMP Amendment. In this request, Parcels 6 & 7 are proposed as single-story multi-family (MF-2) with up to 16 dwelling units per acre, parcels 8 & 9 are proposed as multi-family (MF-2) with up to 30 dwelling units per acre, and parcel 10 is designated as commercial (C-2). This Master Plan Amendment will provide additional housing types to meet the City’s housing shortage and to also support the City’s growing economic development and employment uses in the nearby area. A Neighborhood Meeting will be held at the time and place indicated below. Public hearing dates are not yet determined, and an additional notice will be mailed upon confirmation of those dates:

NEIGHBORHOOD MEETING

Date: Wednesday, February 15th, 2023

Time: 6:00 P.M.

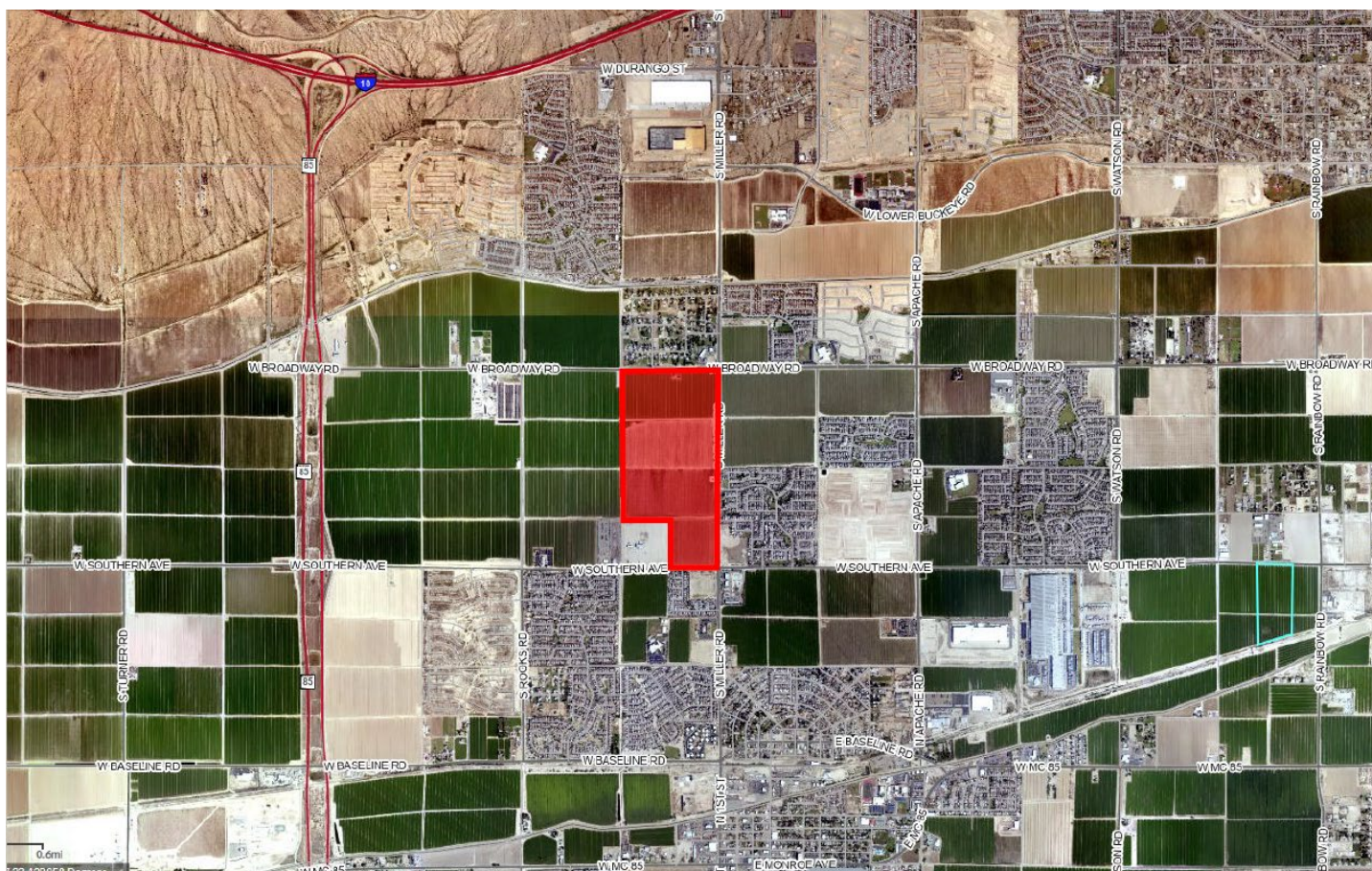
**Location: Bales Elementary School Gymnasium, 25400 W. Maricopa Road,
Buckeye, AZ 85326**

If you wish to provide input on this matter, you may attend the Neighborhood Meeting or subsequent Planning and Zoning Commission or City Council hearings. Alternatively, you can provide input, comments or questions directly to Sean Doyle at Tiffany & Bosco at sjd@tblaw.com or 602.452.2742. You may also contact City of Buckeye at planningandzoning@buckeyeaz.gov or the Planner, Randy Proch, at rproch@buckeyeaz.gov with subject “PLZZ-22-00025 – SWC of W. Broadway Road and Miller Road”.

Sincerely,

Kurt Jones, AICP

Context Aerial of Copper Falls CMP



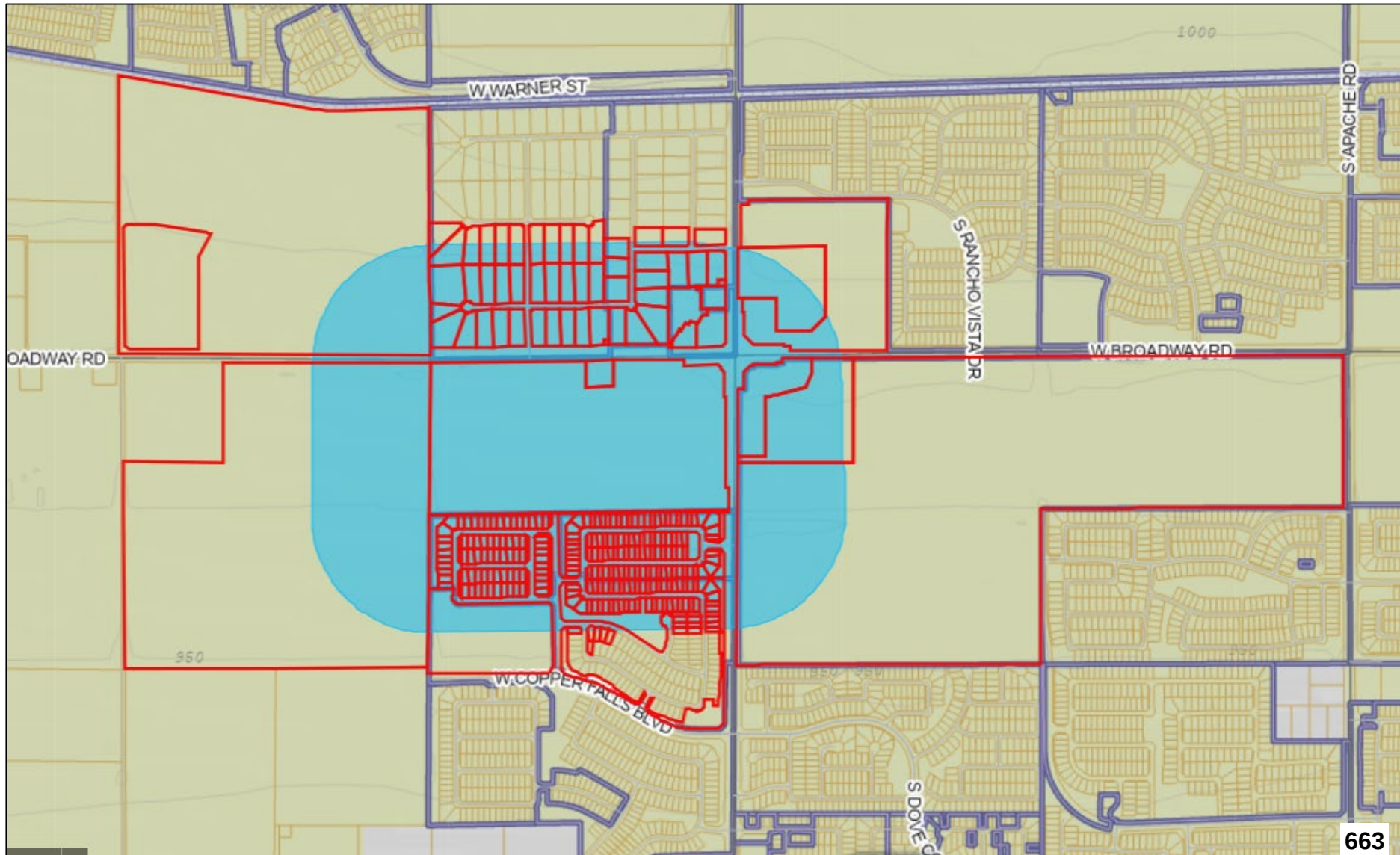


CMP Amendment Area Map



EXHIBIT B

1,000 Feet Public Hearing Notice





Click to start
drawing

W WARNER ST

W RANCHO VISTA DR

S MILLER RD

W BROADWAY RD

EXHIBIT C

500'
and
Subdivision to North

Parcel Number	Owner	Mailing Address
1	504-24-005T	FOUR CORNERS LLC/BOYC LLC
2	504-26-009A	TYSON FAMILY AND FRIENDS LLC
3	504-26-019G	SANTA RITA HOLDINGS LLC
4	504-26-017	ESCOTO GIANCARLO FERNANDO ANDURAY/ANDURAY MARICELA
5	504-26-018	TIFFANY HUDSON GROUND REVOCABLE TRUST
6	504-26-019	MONK CHRISTOPHER M
7	504-26-020	FRANKS DALE LYNN/REDD J
8	504-26-021	RODRIGUEZ MIGUEL ANGEL/MAURICIO ESMERALDA
9	504-26-022	STARLING MISTY L
10	504-26-023	HALL ROBERT J/CHRISTOPHER-HALL DONNA L
11	504-26-024	COX EMILY/JOSEPH
12	504-26-025	PEDROZA HERACLIO/CARLOS GRACIELA
13	504-26-026	HARRISON DOUG S/KRISTINA MARIE
14	504-26-027	EDDY MICHAEL A/LAUREN
15	504-26-028	WRIGHT ROBERT
16	504-26-029	DOWNEY DUANE/SANDRA
17	504-26-030	COSTELLO BSB LIVING TRUST/COSTELLO ROBERT T
18	504-26-031	DOMBERGER GEORGE
19	504-26-032	BERG DALE L/STACY L
20	504-26-033	GASTELUM LUIS F/CYNTHIA T
21	504-26-034	FILBERT DONN KEVIN
22	504-26-035	BOYD CHEYANNE NICOLE/DANIEL WILLIAM
23	504-26-036	KERR CLAYTON G/JOSETTE
24	504-26-037	KENNEDY TIMMY G
25	504-26-038	WAGNER DAVID
26	504-26-039	GILBERT LARRY L/MARGARET E
27	504-26-040	SAMORA SARAH B/TONY J
28	504-26-041	TRACY L KNOWLES LIVING TRUST
29	504-26-042	SMITH CHARLES B/JENNIFER K
30	504-26-043	CHAVEZ GEORGE VALENZUELA/TERRY ANN A
31	504-26-044	ORNELAS-HERNANDEZ LUIS/EMMETT FAITH
32	504-26-045	JKLA PROPERTIES LLC
33	504-26-046	BASALDUA EVERARDO G/KATHY A
34	504-26-047	LEVIN FAMILY 2017 REVOCABLE TRUST
35	504-26-048	GARZA ROBERT A
36	504-26-049	VAJDA FAMILY TRUST/SEBES AMY L/VAJDA THOMAS L
37	504-26-050	STOUT JOHN/SUSAN KAY
38	504-26-051	HUNG NANCY MING
39	504-26-052	BIRCHFIELD FRANK
40	504-26-053	JEAN T AND RITA M FRANCIS REVOCABLE TRUST
41	504-26-054	FAVELA SAMUEL J/LYNN M
42	504-26-055	ALLISON ROY LEE III/KAREN ANNE
43	504-26-056	KIDD JERROLD L
44	504-26-057	GRUWELL SUSAN D
45	504-26-058	GREEN HERBERT L/KIMBERLY A
46	504-26-059	VON WOLFF KARL A
47	504-26-061	NEWMAN DEREK S
48	504-26-062	PENDZINSKI SUSAN L/FRANK A
49	504-26-063	GUNTER LARRY K/BARBARA J
50	504-26-064	LEDEZMA ERICK/CORTES JULIETH RIVERA
51	504-26-065	ROBERTS JR DONALD R/DARLENE
52	504-26-066	DYRCZ MICHAEL LEE ROBERT
53	504-26-067	BURNS THOMAS RAY/ROBIN LEE
54	504-26-068	NELSON FAMILY LIVING TRUST
55	504-26-069	RAMIREZ FELIPE
56	504-26-070	NATHANIEL REVOCABLE LIVING TRUST
57	504-26-071	GILLILAND GREGORY
58	504-26-073	BYRON J MAY AND JACIE E MAY FAMILY TRUST
59	504-26-074	BEARD CURTIS
60	504-26-075	MALTBIE DENNIS GENE/TAMI JO
61	504-26-076	RAMOS JOSE LUIS/CELINDA
62	504-26-077	HADLEY SHAHYLA LEE/BRANDON SCOTT
63	504-26-078	PERRY MICHAEL A/SUZETTE D
64	504-26-079	HOLZGRAFE JASON
65	504-26-080	ESQUEDA FRANCISCO JAVIER
66	504-26-081	NELSON CRAIG A/CHARLENE L
67	504-26-082	MCDONNELL JOSHUA/BROOKE
68	504-26-083	CHOSTNER CHARLES E
69	504-26-084	CORDOVA FRANCISCO/JOAN
70	504-26-085	PEREZ CHRISTINA L
71	504-26-086	ALVAREZ TAMMY
72	504-26-087	MESSENGER MONTE
73	504-26-088	JUDY AND LEVI BEARD REVOCABLE LIVING TRUST
74	504-26-089	NEWLAND THOMAS D/SUSAN M
		20701 N SCOTTSDALE RD #107-622 SCOTTSDALE AZ USA 85255
		5080 N 40TH ST STE 405 PHOENIX AZ USA 85018
		PO BOX 9167 SPRINGFIELD MO USA 65801
		3865 S TURQUOISE DR BUCKEYE AZ USA 85326
		3907 S TURQUOISE DR BUCKEYE AZ USA 85326
		3949 S TURQUOISE DR BUCKEYE AZ USA 85326
		3971 S TURQUOISE DR BUCKEYE AZ USA 85326
		4013 S TURQUOISE DR BUCKEYE AZ USA 85326
		4045 S TURQUOISE DR BUCKEYE AZ USA 85326
		4087 S TURQUOISE DR BUCKEYE AZ USA 85326
		4090 S TURQUOISE DR BUCKEYE AZ USA 85326
		4038 S TURQUOISE DR BUCKEYE AZ USA 85326
		5000 PLANO PKWY CARROLLTON TX USA 75010
		3964 S TURQUOISE DR BUCKEYE AZ USA 85326
		3920 S TURQUOISE DR BUCKEYE AZ USA 85326
		3868 S TURQUOISE DR BUCKEYE AZ USA 85326
		3869 S EMERALD DR BUCKEYE AZ USA 85326
		5714 N 20TH PL PHOENIX AZ USA 85016
		3963 S EMERALD DR BUCKEYE AZ USA 85326
		3985 S EMERALD DR BUCKEYE AZ USA 85326
		4037 S EMERALD DR BUCKEYE AZ USA 85326
		4089 S EMERALD DR BUCKEYE AZ USA 85326
		PO BOX 1273 BUCKEYE AZ USA 85326
		25153 W WOOD ST BUCKEYE AZ USA 85326
		25185 W WOOD ST BUCKEYE AZ USA 85326
		4139 S EMERALD DR BUCKEYE AZ USA 85326
		4201 S EMERALD DR BUCKEYE AZ USA 85326
		4253 S EMERALD DR BUCKEYE AZ USA 85326
		4275 S EMERALD DR BUCKEYE AZ USA 85326
		25237 W PUEBLO AVE BUCKEYE AZ USA 85326
		4913 W NOVAK WAY LAWEEN AZ USA 85339
		PO BOX 156 OKOBOJI IA USA 51355
		41525 S EMERALD DR BUCKEYE AZ USA 85326
		4098 S EMERALD DR BUCKEYE AZ USA 85326
		4056 S EMERALD DR BUCKEYE AZ USA 85326
		6728 N CENTRAL AVE PHOENIX AZ USA 85012
		3982 S EMERALD DR BUCKEYE AZ USA 85326
		3940 S EMERALD DR BUCKEYE AZ USA 85326
		3878 S EMERALD DR BUCKEYE AZ USA 85326
		2702 S 231ST AVE BUCKEYE AZ USA 85326
		25238 W ILLINI ST BUCKEYE AZ USA 85326
		25206 W ILLINI ST BUCKEYE AZ USA 85326
		25194 W ILLINI ST BUCKEYE AZ USA 85326
		25172 W ILLINI ST BUCKEYE AZ USA 85326
		25140 W ILLINI ST BUCKEYE AZ USA 85326
		25108 W ILLINI STREET BUCKEYE AZ USA 85326
		25288 W ILLINI ST BUCKEYE AZ USA 85326
		25302 W ILLINI ST BUCKEYE AZ USA 85326
		25314 W ILLINI ST BUCKEYE AZ USA 85326
		25326 W ILLINI ST BUCKEYE AZ USA 85326
		9081 E SENECA ST TUCSON AZ USA 85715
		25402 W ILLINI ST BUCKEYE AZ USA 85326
		25414 W ILLINI ST BUCKEYE AZ USA 85326
		25426 W ILLINI ST BUCKEYE AZ USA 85326
		6036 W PALM LN PHOENIX AZ USA 85035
		25450 W ILLINI ST BUCKEYE AZ USA 85326
		25462 W ILLINI ST BUCKEYE AZ USA 85326
		PO BOX 754 BUCKEYE AZ USA 85326
		25437 W ILLINI ST BUCKEYE AZ USA 85326
		25425 W ILLINI ST BUCKEYE AZ USA 85326
		25413 W ILLINI ST BUCKEYE AZ USA 85326
		25401 W ILLINI ST BUCKEYE AZ USA 85326
		25402 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25414 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25426 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25438 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25450 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25462 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25461 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25449 W RIVERSIDE ST BUCKEYE AZ USA 85326
		104 2ND AVE W BUCKEYE AZ USA 85326
		25425 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25413 W RIVERSIDE ST BUCKEYE AZ USA 85326
		25401 W RIVERSIDE ST BUCKEYE AZ USA 85326

500'
and
Subdivision to North

75	504-26-090	SCHEIDEMANTEL MARK A/DIANNE M	1019 COTA AVE TORRANCE CA USA 90501
76	504-26-091	GOINS RANDY L/KAREN J	25414 W PUEBLO AVE BUCKEYE AZ USA 85326
77	504-26-092	COOPER TYLER/AMBER	25426 W PUEBLO AVE BUCKEYE AZ USA 85326
78	504-26-093	WILT CHARLES M/JANICE L	24538 W PUEBLO JAVE BUCKEYE AZ USA 85326
79	504-26-094A	SILVERMAN LESLIE	10809 N 99TH ST SCOTTSDALE AZ USA 85260
80	504-26-095A	SMITH RICHARD W/SUSAN B	5515 W CALVAR RD GLENDALE AZ USA 85306
81	504-26-096	SMITH RICHARD W/SUSAN B	5515 W CALAVAR RD GLENDALE AZ USA 85306
82	504-26-097	MCNEIL SHAWN/ANDREA	25437 W PUEBLO AVE BUCKEYE AZ USA 85326
83	504-26-098	THERKILDSSEN ANDREW/YOLANDA	25425 W PUEBLO AVE BUCKEYE AZ USA 85326
84	504-26-099	JARRETT JOSEPH KEVIN/LUCIA VIVIANA	25413 W PUEBLO AVE BUCKEYE AZ USA 85326
85	504-26-100	CAMPBELL JAMES RICHARD/COLLEEN R	25402 W PUEBLO AVE BUCKEYE AZ USA 85326
86	504-26-101	CARRILLO ISMAEL DIAZ/RAUL DIAZ	25337 W PUEBLO AVE BUCKEYE AZ USA 85326
87	504-26-102	MENDOZA ELIAS JR/BELINDA	25325 W PUEBLO AVE BUCKEYE AZ USA 85326
88	504-26-103	RICHARD AND KAREN DURSO TRUST	25313 W PUEBLO AVE BUCKEYE AZ USA 85326
89	504-26-104	BLANTON JOSEPH ALAN/HORTENCIA H B	25301 W PUEBLO AVE BUCKEYE AZ USA 85326
90	504-26-105	JOHNSON WANDA JOYCE	25289 W PUEBLO AVE BUCKEYE AZ USA 85326
91	504-26-106	PEREZ ROBERT/BEATRICE E	25302 W PUEBLO AVE BUCKEYE AZ USA 85326
92	504-26-107	WALP TRUST	25314 W PUELBO AVE BUCKEYE AZ USA 85326
93	504-26-108	WILT SCOTT A/CINDY J TR	25326 W PUEBLO AVE BUCKEYE AZ USA 85326
94	504-26-109	BEITER RODNEY EARL/GENYNNIE JO	25338 W PUEBLO BUCKEYE AZ USA 85326
95	504-26-110	DOVIDIO DAVID/KAREN L	25350 W PUEBLO AVE BUCKEYE AZ USA 85326
96	504-26-111	LOPEZ LEOBARDO/IVETTE	3623 N 104TH DR AVONDALE AZ USA 85392
97	504-26-112	MOORE JEFFREY L/DENISE J	25325 W RIVERSIDE ST BUCKEYE AZ USA 85326
98	504-26-113	MOORE JEFFREY L/DENISE J	25325 W RIVERSIDE ST BUCKEYE AZ USA 85326
99	504-26-114	CALVERT DAVID B/TERESA L	25301 W RIVERSIDE ST BUCKEYE AZ USA 85326
100	504-26-115	RONALD SPENCER AND LORNA SUE MITCHELL LIVING TRUST	25289 W RIVERSIDE ST BUCKEYE AZ USA 85326
101	504-26-116	MUNDY JESSE J/HENRIETTA	25302 W RIVERSIDE ST BUCKEYE AZ USA 85326
102	504-26-117	VIEZCAS ALBERTO JR/AIDYL NAYELI	25314 W RIVERSIDE ST BUCKEYE AZ USA 85326
103	504-26-118	NICO PETER C/JILL A TR	25338 W RIVERSIDE ST BUCKEYE AZ USA 85326
104	504-26-119	NICO PETER C/JILL A TR	25338 W RIVERSIDE ST BUCKEYE AZ USA 85326
105	504-26-120	SHIELDS CHERYL L	25350 RIVERSIDE ST BUCKEYE AZ USA 85326
106	504-26-121	WALKER DEREK S	25337 W ILLINI ST BUCKEYE AZ USA 85326
107	504-26-122	PALMISANO KRISTINE/MILNER CHRISTINA	25313 W ILLINI ST BUCKEYE AZ USA 85326
108	504-26-123	PALMISANO KRISTINE/MILNER CHRISTINA	25313 W ILLINI ST BUCKEYE AZ USA 85326
109	504-26-124	ODELL MARK/DIANE	25301 W ILLINI ST BUCKEYE AZ USA 85326
110	504-26-125	DEE FAMILY LIVING TRUST	25289 W ILLINI ST BUCKEYE AZ USA 85326
111	504-26-126	BUCKEYE CITY OF	530 E MONROE AVE BUCKEYE AZ USA 85326
112	504-26-975	SPIKER HOLDINGS BUCKEYE LLC	4340 E INDIAN SCHOOL RD 21-279 PHOENIX AZ USA
113	504-26-976	RAYLAND LLC	4370 N MILLER RD BUCKEYE AZ USA 853266304
114	504-26-977	RAYLAND LLC	4370 S MILLER RD 102 BUCKEYE AZ USA 85326
115	504-40-004H	BARCLAY HOLDINGS CXVI LLC	2415 E CAMELBACK RD PHOENIX AZ USA 85016
116	504-40-004J	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
117	504-40-004K	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
118	504-40-004L	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
119	504-40-006B	BROADWAY & ROOKS PARTNERS/WEST 12TH ST OWNERS	4501 N SCOTTDALE RD UNIT 201 SCOTTSDALE AZ USA 85281
120	504-40-012B	YOUNGKER BENJAMIN F JR & GRACE A TR	25500 W BROADWAY BUCKEYE AZ USA 853265410
121	504-40-012K	GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY SCOTTSDALE AZ USA 85260
122	504-41-925A	GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY STE 230 SCOTTSDALE AZ USA 85260
123	504-41-925C	PULTE HOME COMPANY LLC	16767 N PERIMETER DR STE 100 SCOTTSDALE AZ USA 85260

EXHIBIT D

Indicap - Copper Falls
Bales Elementary-
25400 W Maricopa Rd, Buckeye, AZ 85326

NEIGHBORHOOD MEETING SIGN-IN SHEET

Copper Falls

Date : February 15th,2023 Time: 6PM - 7PM

NAME	ADDRESS	EMAIL	PHONE #
Connie Stephens	25750 W. US Hwy 85 Buckeye	conniestep@msn.com	
Marel Stephens	" " "	marelstep@msn.com	
Emily Timmer		emilypearltimmer@gmail.com	

EXHIBIT E

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

This is not an invoice

PNI-Surprise Z1

AFFIDAVIT OF PUBLICATION

TIFFANY & BOSCO
2525 E CAMELBACK RD
PHOENIX, AZ 85016-4219

This is not an invoice

Order # 0005850740 # of Affidavits 1

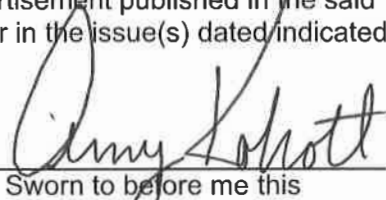
P.O #

Issues Dated:

10/28/23

STATE OF WISCONSIN } **SS.**
COUNTY OF BROWN

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.


Sworn to before me this

28 TH day of
OCTOBER 2023


Notary Public

My Commission expires: 9/19/25

City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, November 14th, 2023 to be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m., for the purpose of hearing all persons for or against the following request (PLZZ-22-00025):
Case No. PLZZ-22-00025: Request by Kurt A. Jones, Tiffany & Bosco P.A., for the amendment of approximately 72 acres of the Copper Falls Community Master Plan. The amendment will designate Parcels 6 (9.8 acres) and 7 (13.9 acres) as Multifamily, Single Story, Parcel 8 (18.47 acres) as Multifamily, Two Story, Parcel 9 as Multifamily, Multi-Story, and Parcel 10 (16.48 acres) as Commercial. The amendment will also allow for a new Fire Station as well as ample open space and integrated pathways. The property subject to the amendment is presently designated by the approved CMP for development of a combination of single-family residential, commercial, and office uses. The Property is located at the southwest corner of Miller Road and Broadway Road (APN 504-40-012K) and being in Section 30, Township 1N, Range 3W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
For additional information, please contact the Development Services Department at (623) 349-6211
Pub: Oct 28, 2023

VICKY FELTY
Notary Public
State of Wisconsin

EXHIBIT F

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No:	PLZZ-22-00025
Project Name:	
Applicant Name:	Tiffany & Bosco
Location:	Miller Rd & Broadway Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, 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

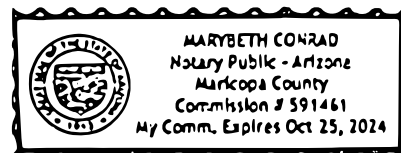
10/26/23

Notary Public:



My Commission Expires:

10-25-24



City of Buckeye
PUBLIC HEARING

Planning and Zoning Commission: November 14th, 2023 at 6:00 p.m.

City Council: TBD

LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 East Monroe Avenue, Buckeye, AZ 85326

REQUEST: Major Amendment to the Copper Falls Community
Master Plan APN 504-40-012K to allow MF, Single Story; MF,
Two Story; MF, Multi-Story; and Commercial Land Uses

GENERAL LOCATION: Southwest corner of Miller Road and Broadway Road

SIZE: Approximately 72.29 acres

CASE #: PLZZ-22-00025

APPLICANT/ CONTACT: KURT A. JONES / TIFFANY & BOSCO

PHONE: 602-452-2729

EMAIL: kajones@tblaw.com

DEVELOPMENT SERVICES DEPARTMENT
623-349-6211

Posting Date: 10/26/2023



Oct 26, 2023 08:33AM

S Miller Rd

Maricopa County

City of Buckeye PUBLIC HEARING

Planning and Zoning Commission: November 14th, 2023 at 6:00 p.m.

City Council: TBD

LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 East Monroe Avenue, Buckeye, AZ 85326

REQUEST: Major Amendment to the Copper Falls Community
Master Plan APN 504-40-012K to allow MF, Single Story; MF,
Two Story; MF, Multi-Story; and Commercial Land Uses

GENERAL LOCATION: Southwest corner of Miller Road and Broadway Road

SIZE: Approximately 72.29 acres

CASE #: PLZZ-22-00025

APPLICANT/ CONTACT: KURT A. JONES / TIFFANY & BOSCO

PHONE: 602-452-2729

EMAIL: kajones@tblaw.com

DEVELOPMENT SERVICES DEPARTMENT
623-349-6211

Posting Date: 10/26/2023



Oct 26, 2023 08:12AM
25253-25363 W Broadway Rd
Maricopa County



EXHIBIT G

Affidavit of Mailing Notice

Case Number: PLZZ-22-00025

Project Name: Copper Falls

Applicant Name: Kurt Jones | Tiffany & Bosco, P.A.

Location: SWC of Broadway Rd and Miller Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 1,000 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 27th day of October, 2023, by:



Notary Public



My Commission Expires:

April 5th, 2027



October 27, 2023

RE: PLZZ-22-00025 – Major Amendment to Copper Falls Community Master Plan – Southwest corner of W. Broadway Road and Miller Road

Dear neighbor:

In conjunction with the property owner GM Gabrych Family LP and our client, Indicap, we have submitted a land use proposal to amend approximately 72.29 acres of the Copper Falls Community Master Plan (“Copper Falls CMP”). Please refer to the attached **Context Aerial**. The amendment area is located at the southwest corner of W. Broadway Road and Miller Road. The property is identified by Maricopa County Parcel Number 504-40-012K (the “Property”). The Property is currently located within the City of Buckeye and is zoned PC (Planned Community).

The Property subject to the amendment is presently designated by the approved CMP for development of a combination of single-family residential (up to 3 dwellings per acre), commercial and office uses. We held an open house on February 15, 2023 at the Bales Elementary School Gymnasium. There were approximately 15 attendees. At that open house, we presented a generic multi-family proposal for a majority of the Property with a smaller commercial configuration along a minor portion of the Property’s Broadway Frontage and a majority of the Miller Road frontage. From the input we received at that open house and subsequent stakeholder meetings, the land plan has been significantly modified to include the following changes:

- The parcels closest to Broadway Road (Parcels 6 - 9.8 acres & 7 - 13.9 acres) are proposed as **single-story only** multi-family (MF-2) with up to 15 dwelling units per acre
- Parcel 8 (18.47 acres) is proposed as two-story multi-family (MF-2) at the southwest corner of the Property
- Parcel 9 as multi-story multi-family (MF-2) with up to 30 dwelling units per acre, and
- Parcel 10 (16.48 acres) is a reconfigured Commercial (C-2) parcel with significant size to attain quality retail, restaurant and services uses for the surrounding community
- The Plan includes an option for a City fire station site
- Includes walking trails between the developments for pedestrian connectivity to the commercial uses and surrounding community within and outside of Copper Falls
- Minimum 30 feet landscape buffer along south side of Broadway Road

This Master Plan Amendment will provide additional housing types to meet the City’s housing shortage and to also support the City’s growing economic development and employment uses in the nearby area. Please refer to the attached **2022 CMP Amendment Area Map**. The CMP amendment process requires a Planning Commission recommendation and City Council approval. Below is the information for the Planning and Zoning Commission public hearing.

PLANNING AND ZONING COMMISSION:

Date: Tuesday, November 14th, 2023

Time: 6:00 P.M.

Location: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326

The City Council hearing date is not set at this time. As this application proceeds, the City’s Planning and Zoning Department will make a determination as to the date and time of the City Council hearing. Another notification letter will be mailed to you at least fifteen (15) days prior to the City Council hearing date.

If you wish to provide input on this matter, you may attend the Planning and Zoning Commission or subsequent City Council hearing. Alternatively, you can provide input, comments or questions directly to Kurt Jones at Tiffany & Bosco



**TIFFANY
& BOSCO**
P.A.

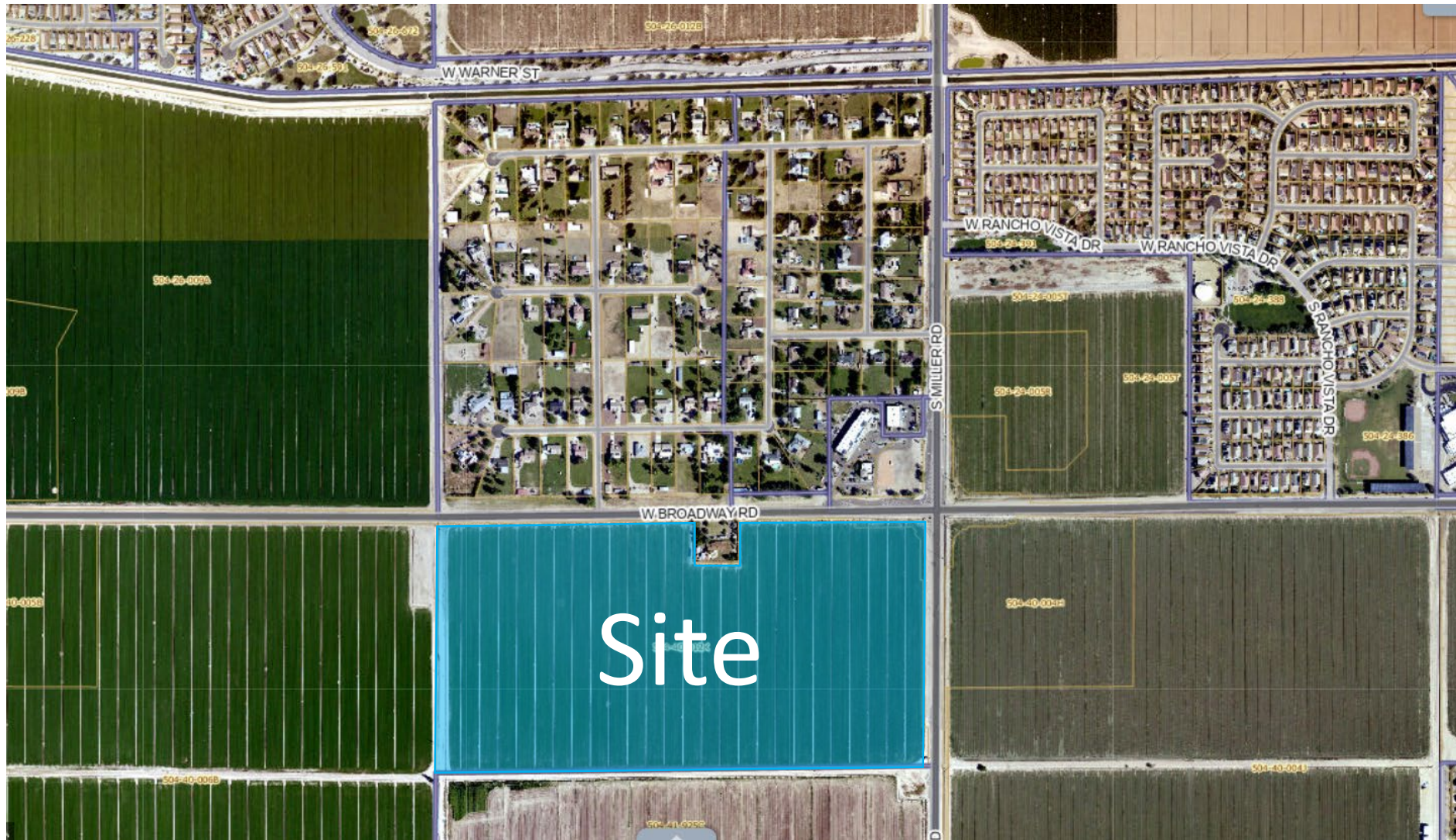
at kajones@tblaw.com or 602.452.2729. You may also contact City of Buckeye at planningandzoning@buckeyeaz.gov or the Planner, Ken Galica at KGalica@buckeyeaz.gov or 623-349-6214 with subject "PLZZ-22-00025 – SWC of W. Broadway Road and Miller Road".

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Jones", written over a horizontal line.

Kurt Jones, Senior Planner

Copper Falls Site – Context Aerial

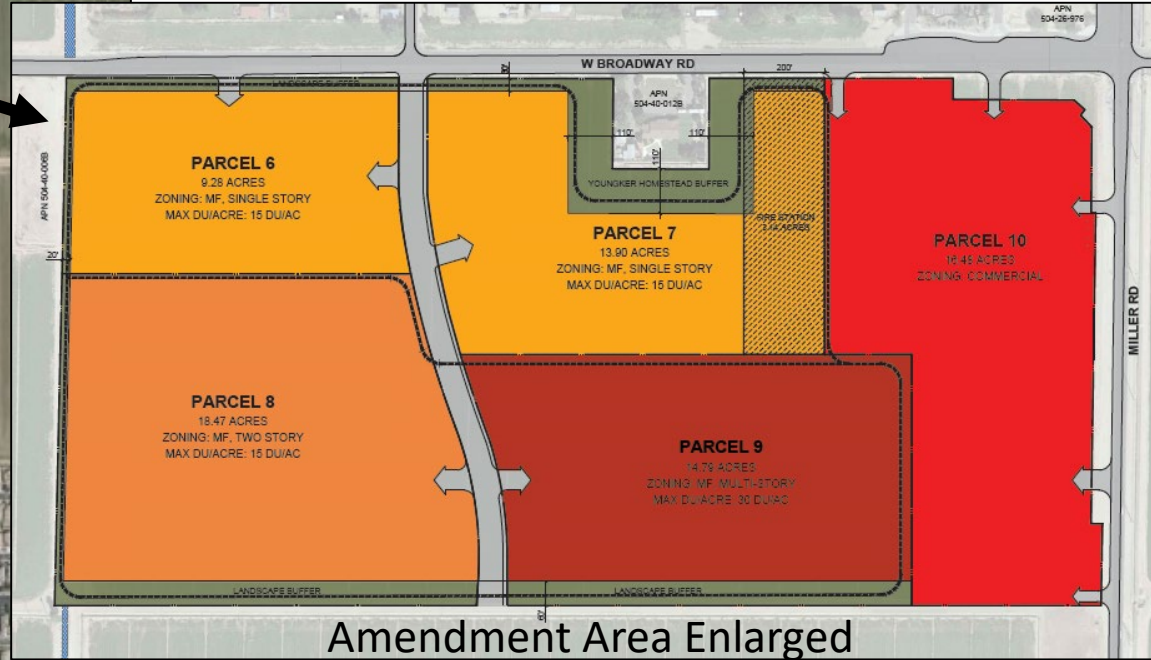


Copper

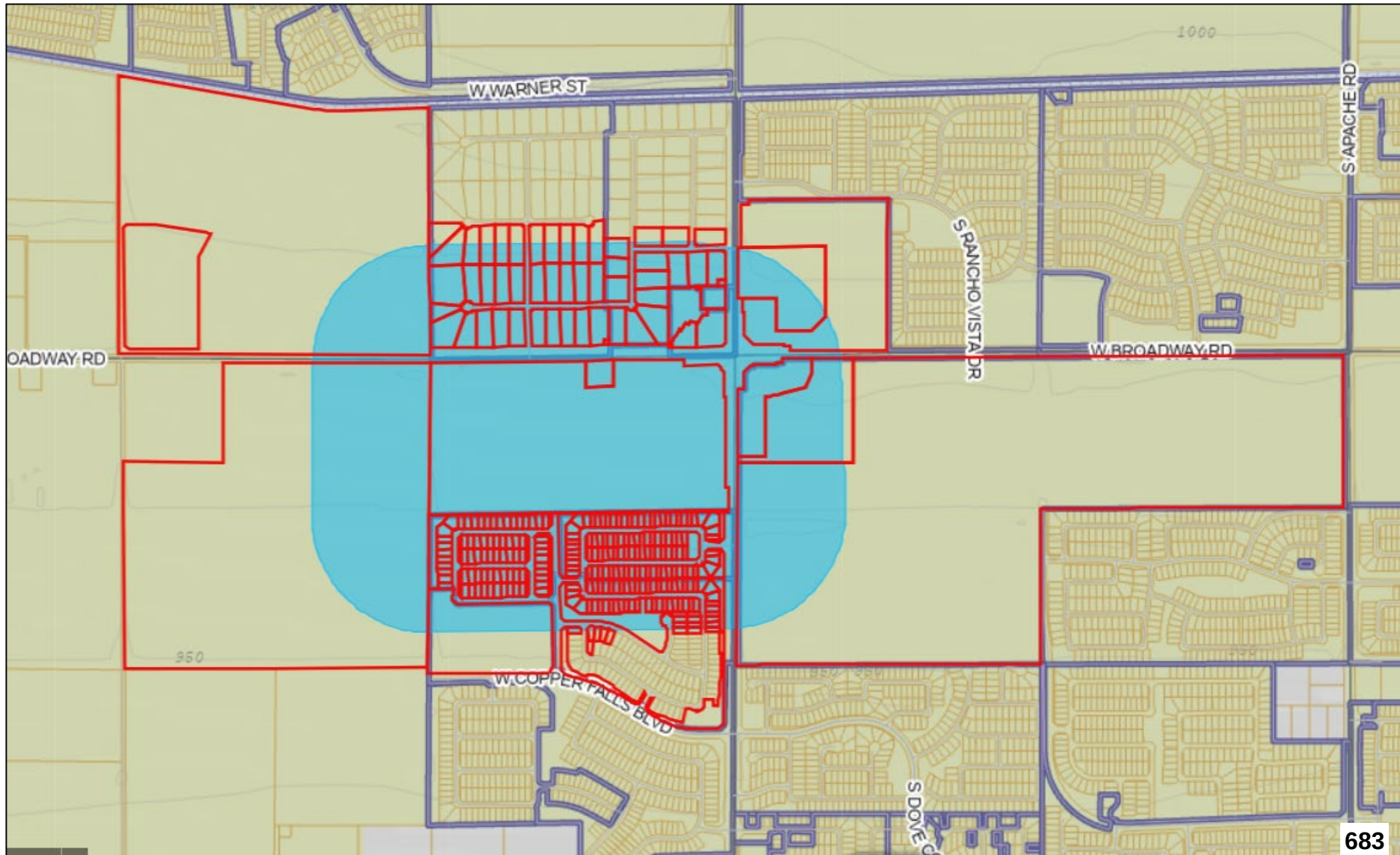
Falls

CMP

Proposed CMP Amendment Area
Outlined in Blue



1,000 Feet Public Hearing Notice



Copper Falls 1,000' Mailing List

Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
NIRVANA AT MILLER LLC	6031 E PARADISE DR	SCOTTSDALE	AZ	85254
FOUR CORNERS LLC/BOYC LLC	20701 N SCOTTSDALE RD 107-622	SCOTTSDALE	AZ	85255
TYSON FAMILY AND FRIENDS LLC	5080 N 40TH ST STE 405	PHOENIX	AZ	85018
SANTA RITA HOLDINGS LLC	PO BOX 9167	SPRINGFIELD	MO	65801
FISHER GEORGE L II	609 E SOUTH AVE	BUCKEYE	AZ	85326
COX EMILY/JOSEPH	4090 S TURQUOISE DR	BUCKEYE	AZ	85326
BOYD CHEYANNE NICOLE/DANIEL WLLIAM	4089 S EMERALD DR	BUCKEYE	AZ	85326
KERR CLAYTON G/JOSETTE	PO BOX 1273	BUCKEYE	AZ	85326
ALCALDE YUNLESKY DOMINGUEZ	25153 W WOOD ST	BUCKEYE	AZ	85326
WAGNER DAVID	25185 W WOOD ST	BUCKEYE	AZ	85326
GILBERT LARRY L/MARGARET E	4139 S EMERALD DR	BUCKEYE	AZ	85326
SAMORA SARAH B/TONY J	4201 S EMERALD DR	BUCKEYE	AZ	85326
TRACY L KNOWLES LIVING TRUST	4253 S EMERALD DR	BUCKEYE	AZ	85326
SMITH CHARLES B/JENNIFER K	4275 S EMERALD DR	BUCKEYE	AZ	85326
CHAVEZ GEORGE VALENZUELA/TERRY ANN A	25237 W PUEBLO AVE	BUCKEYE	AZ	85326
ORNELAS-HERNANDEZ LUIS/EMMETT FAITH	4913 W NOVAK WAY	LAVEEN	AZ	85339
JKLA PROPERTIES LLC	PO BOX 156	OKOBOJI	IA	51355
BASALDUA EVERARDO G/KATHY A	41525 S EMERALD DR	BUCKEYE	AZ	85326
LEVIN FAMILY 2017 REVOCABLE TRUST	4098 S EMERALD DR	BUCKEYE	AZ	85326
BUCKEYE CITY OF	530 E MONROE AVE	BUCKEYE	AZ	85326
CORDOVA FRANCISCO/JOAN	25461 W RIVERSIDE ST	BUCKEYE	AZ	85326
PEREZ CHRISTINA L	25449 W RIVERSIDE ST	BUCKEYE	AZ	85326
ALVAREZ TAMMY	104 2ND AVE W	BUCKEYE	AZ	85326
MESSENGER MONTE	25425 W RIVERSIDE ST	BUCKEYE	AZ	85326
JUDY AND LEVI BEARD REVOCABLE LIVING TRUST	25413 W RIVERSIDE ST	BUCKEYE	AZ	85326
NEWLAND THOMAS D/SUSAN M	25401 W RIVERSIDE ST	BUCKEYE	AZ	85326
SCHEIDEMANTEL MARK A/DIANNE M	1019 COTA AVE	TORRANCE	CA	90501
GOINS RANDY L/KAREN J	25414 W PUEBLO AVE	BUCKEYE	AZ	85326
COOPER TYLER/AMBER	25426 W PUEBLO AVE	BUCKEYE	AZ	85326
WILT CHARLES M/JANICE L	24538 W PUEBLO JAVE	BUCKEYE	AZ	85326
SILVERMAN LESLIE	10809 N 99TH ST	SCOTTSDALE	AZ	85260
SMITH RICHARD W/SUSAN B	5515 W CALVAR RD	GLENDALE	AZ	85306
SMITH RICHARD W/SUSAN B	5515 W CALAVAR RD	GLENDALE	AZ	85306
MCNEIL SHAWN/ANDREA	25437 W PUEBLO AVE	BUCKEYE	AZ	85326
THERKILDSSEN ANDREW/YOLANDA	25425 W PUEBLO AVE	BUCKEYE	AZ	85326
JARRETT JOSEPH KEVIN/LUCIA VIVIANA	25413 W PUEBLO AVE	BUCKEYE	AZ	85326
CAMPBELL JAMES RICHARD/COLLEEN R	25402 W PUEBLO AVE	BUCKEYE	AZ	85326
CARRILLO ISMAEL DIAZ/RAUL DIAZ	25337 W PUEBLO AVE	BUCKEYE	AZ	85326
MENDOZA ELIAS JR/BELINDA	25325 W PUEBLO AVE	BUCKEYE	AZ	85326
RICHARD AND KAREN DURSO TRUST	25313 W PUEBLO AVE	BUCKEYE	AZ	85326
BLANTON JOSEPH ALAN/HORTENCIA H B	25301 W PUEBLO AVE	BUCKEYE	AZ	85326
JOHNSON WANDA JOYCE	25289 W PUEBLO AVE	BUCKEYE	AZ	85326
PEREZ FAMILY LIVING TRUST	25302 W PUEBLO AVE	BUCKEYE	AZ	85326
WALP TRUST	25314 W PUELBO AVE	BUCKEYE	AZ	85326
WILT SCOTT A/CINDY J TR	25326 W PUEBLO AVE	BUCKEYE	AZ	85326
BEITER RODNEY EARL/GENYNNE JO	25338 W PUEBLO	BUCKEYE	AZ	85326
DOVIDIO DAVID/KAREN L	25350 W PUEBLO AVE	BUCKEYE	AZ	85326
LOPEZ LEOBARDO/IVETTE	3623 N 104TH DR	AVONDALE	AZ	85392
JEFFERY AND DENISE MOORE TRUST	25325 W RIVERSIDE ST	BUCKEYE	AZ	85326
CALVERT DAVID B/TERESA L	25301 W RIVERSIDE ST	BUCKEYE	AZ	85326
RONALD SPENCER AND LORNA SUE MITCHELL LIVING	25289 W RIVERSIDE ST	BUCKEYE	AZ	85326
SPIKER HOLDINGS BUCKEYE LLC	4340 E INDIAN SCHOOL RD 21-279	PHOENIX	AZ	85018
RAYLAND LLC	4370 N MILLER RD	BUCKEYE	AZ	853266304
RAYLAND LLC	4370 S MILLER RD 102	BUCKEYE	AZ	85326
BROADWAY & ROOKS PARTNERS/WEST 12TH ST OW	4501 N SCOTTDALE RD UNIT 201	SCOTTSDALE	AZ	85281
YOUNCKER BENJAMIN F JR & GRACE A TR	25500 W BROADWAY	BUCKEYE	AZ	853265410
GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY	SCOTTSDALE	AZ	85260
FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790	AUSTIN	TX	76006
SMITHS FOOD & DRUG CENTERS INC	1014 VINE ST	CINCINNATI	OH	452021141
BARCLAY HOLDINGS CXVI LLC	2415 E CAMELBACK RD	PHOENIX	AZ	85016

GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY STE 230	SCOTTSDALE	AZ	85260
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO 33	25555 W DURANGO ST	BUCKEYE	AZ	85326
PULTE HOME COMPANY LLC	16767 N PERIMETER DR STE 100	SCOTTSDALE	AZ	85260

Ken Galica

From: levi absolutescreenprinting.com <levi@absolutescreenprinting.com>
Sent: Thursday, February 16, 2023 3:37 PM
To: Randy Proch
Subject: PLZZ-22-00025 SWC of W Broadway rd and Miller

[NOTICE: This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Unfortunately many families were unable to get home from work before 6:00, attendance was low.

Rezoning this parcel from two lots per acre to up to 30 units per acre is not in the best interest for Buckeye. The traffic in that area will be horrible caused by a limited number of exits onto miller or Broadway.

An exit on the west side is a must for this development.

The Pulte development to the south should never have homes meeting with multi story apartments. Bad planning idea.

The water shortage in Buckeye should be addressed before any zoning that allows this kind of numbers.

The improvements along Broadway will be hit and miss caused by Youngker family home. I would hope that the developer will improve the street in front of his house, OOPS, maybe not as this will take most of his front yard.

Will be at the development board meeting

Levi Beard

Former Vice Mayor in Buckeye

Former Development Board member

Multiple business owner in Buckeye

Concerned Citizen

Ken Galica

From: riwalp@aol.com
Sent: Friday, February 10, 2023 11:01 AM
To: sid@tblaw.com; Planning and Zoning; Randy Proch
Cc: riwalp@aol.com; mowtavor@aol.com; dtbg04@aol.com;
irrigation@northwoodparkestates.org; rgx50@msn.com; jujubeard58@yahoo.com;
joetencha@aol.com; jon@graceinbuckeye.com; mewalp77@gmail.com
Subject: PLZZ-22-00025

[NOTICE: This message originated outside of the City of Buckeye -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

February 10, 2023

To: Buckeye Planning and Zoning
att: Randy Proch
Tiffany & Bosco PA
att: Sean Doyle

Re: PLZZ-22-00025

To Whom it may concern,

My name is Richard A. Walp. I live with my family of four in Northwood Park Estates at 25314 W. Pueblo Ave. We live in a single family home situated on a one acre parcel that has flood irrigation and allows livestock. We have resided here for approximately 20 years.

We always knew that there would be some kind of development around our neighborhood eventually. To the south across Broadway Road and to the west across the 255th Ave. alignment. When the the Copper Falls CMP was announced a few years ago, we accepted that change was coming and did not resist it at that time. The original plan had the adjacent homes on larger lots to meld with our neighborhood and then segue into a higher density sub-division.

We recently received a letter from Tiffany & Bosco PA outlining a request for the City of Buckeye Planning and Zoning to amend the original CMA to allow them to put 16 multi family dwellings per acre and another 30 dwellings per acre butted up to Broadway Road creating a tremendous rise in area population and heavy traffic in this immediate area.

We currently have only two ways in and out of Northwood Park and the traffic around here has gradually become extremely busy with the residential growth around us. The alternate plans show access only by way of Parkman to Broadway which is also the only access/egress to Broadway from Northwood Park Estates, our only south exit.

Although we have no objection to the commercial area to Parcel 10, we don't see any designations for Public Safety, (Fire, Police and Ambulance) nor a school or parks as a legend was not included with the map. The increase of population should demand the identification of allotments for these important community support entities. These considerations help to maintain Buckeye's standing in providing quality education and emergency support and response time.

As far as a housing shortage, this seems a hollow excuse. Single family homes are being built by the 100's / 1,000's, all within 4 miles of Miller Road and Broadway Road at this time and they are for the most part being built as speculation sales.

We are opposed to any change in the original Copper Falls CMP. We ask that the Copper Falls CMP stay with their original plan that was presented to the Buckeye P&Z, which helps to maintain the integrity of the other established communities in the adjoining area.

Sincerely,

Richard A. Walp
25314 W. Pueblo Ave.
Buckeye, Az, 85326

March 1, 2023

To: Buckeye Planning and Zoning
Attention: Randy Proch
Tiffany & Bosco PA
Attention: Sean Doyle

Re: PLZZ-ZZ-0025

To Whom it may concern,

Good morning. My name is Robert Perez along with my family have lived in Northwood Park Estates at 25302 W Pueblo Ave Buckeye, AZ. 85326 for over 13 years. We are situated on a one acre flood irrigated lot and zoned for live stock.

I want to reach out in regards to the letter from Tiffany & Boscoe PA requesting from the City of Buckeye Planning and Zoning to amend the original Copper Falls CMP to allow them higher home density per acre. I am against the request. The number one reason would be water. We keep getting pounded with drought conditions controls but the building of homes continue. The second reason is traffic in Buckeye is getting worse and from the changes that have happened so far they are barely making a dent in the flow of traffic. Third reason is, are those high home density areas going to become lower income housing? Fourth reason is, our schools are at student capacity, I do not see any schools or public safety being proposed.

We are opposed to any changes in the original Copper Falls CMP. I ask that they stay on course with the original CMP.

Sincerely,

Robert and Beatrice Perez

25302 W Pueblo Ave

Buckeye, AZ. 85326

Ken Galica

From: michael dyrcz <mdyrcz@yahoo.com>
Sent: Tuesday, November 14, 2023 12:10 AM
To: Ken Galica
Cc: Michelle R. Hess
Subject: Copper Falls PLZZ -22-00025 Urgent Concerns

[NOTICE: This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

November 13th, 2023

Planning & Zoning Commission
503 E. Monroe Avenue
Buckeye, Az. 85326

Re: Concerns i.e. Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025)

Dear Members of the Planning and Zoning Commission,

My name is Michael Dyrzcz, I am a homeowner in and President of the Northwood Park Estates Subdivision located on the Northwest Corner of Miller Road and Broadway Road (Directly North of the proposed Copper Falls III Major Community Master Plan Amendment PLZZ-22-00025). On behalf of myself and every single neighbor in my development I have spoken with about this project I stand in STRONG opposition of their current proposal. On 11.11.2023 I personally walked, and hand delivered information about the Copper Falls proposal to every lot along Broadway Road. In speaking to the lot owners from lots 27,88,87,86,85,84,83,82,81,80, & 79. Only lots 26 & 28 did not answer the door. Each lot stated the same thing. They did not sign anything in support or Copper Falls. In fact, they were admittedly against it!

These feelings were shared with the Copper Falls reps back in April & May when they asked what they could do to support the community and potentially reach an understanding. A few of the neighbors mentioned Copper Falls building a privacy wall along their south property line. As well as further setbacks on the Copper Falls side, lighting issues etc... Copper Falls reps not only immediately agreed but asked that we get them the distance estimates so that they could get started with proposals. They further stated they understood the concerns.

The concerns then & now are many but to name a few:

- Dust and Dirt during construction phases
- Increased traffic not only during construction but multiplied 100 times over after increased density
- In ability to access our community safely on Broadway Road making it as complicated and dangerous as Miller Road is now due to increased density allowed by the city already. With little to no consideration to our community's safety.
- Lighting issues causing problems for agriculture for neighbors that spent their life savings to purchase specific property in our neighborhood just for those abilities.
- And last but not least water issues created by increasing the density multiple times over in given space. (Telling people that its actually less water used because of the lack of landscaping is a complete lie! Landscaping and drinking water being provided from two totally different water sources)

This last point is most important to the Whole City of Buckeye! I understand that the County and State is restricting new Permits everywhere for Single Family Homes and developments, but it is not morally right nor responsible for the City of Buckeye to look the other way and continue to allow the Multi Family LOOP Whole to be exploited. The County requires a 100-year water study for a reason. And just because they do not for the multifamily permits, it does not mean it's a win for the developer to keep building and selling and the city to continue the influx of taxes. We need to think of our current City of Buckeye Citizens and how they will be affected 100 years from now and at this rate we all know more likely MUCH sooner.

I respectfully ask that the Commission take all these things into consideration before making its decision on this proposed amendment.

Respectfully,
Michael Dyrz
Concerned Directly Effected Citizen & Northwood Park Estates HOA President
602-791-6911

November 13th, 2023

Planning and Zoning Commission

530 E Monroe Ave

Buckeye, AZ 85326

Re: Concerns over the Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025)

Dear Members of the Planning and Zoning Commission,

I am writing to express strong opposition, on behalf of my constituents, to the Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025). Concerns stem from a recent neighborhood meeting and an analysis of the proposed project, which we believe will adversely affect their community.

On April 25th, 2023, I attended a Neighborhood Meeting hosted by Tiffany Bosco, primarily focused on a different project. However, during the meeting, it became evident that many attendees were there to discuss and oppose the Copper Falls III project. It was later discovered that a much larger group of residents from Northwood Park Estates, close to forty in number, were interested in engaging with this project, even though only 10 or 11 constituents officially attended the Copper Falls III Neighborhood meeting. This underscores the magnitude of community concern regarding this proposal. I did share these concerns and information with Mr. Kurt Jones after the meeting on April 25th.

I would like to summarize the key concerns raised during the meeting:

1. ****Density:**** The proposed increase in density for the Copper Falls III project, in conjunction with other ongoing and approved developments in the vicinity, raises significant concerns about traffic congestion and strain on local infrastructure.
2. ****Zoning Transition: **** The transition from a multi-family development to a rural one-acre zoning does not align with the land use flow outlined in the General Plan. This change could disrupt the existing agricultural and rural character of the neighborhood.
3. ****Water:**** The project's increase in the number of residents has cause for concern versus single-family residential water use and amount. Questions about water availability and sustainability, especially with regards to the 100-year water certificate were discussed.
4. ****Traffic:**** Miller Road was originally planned to accommodate primarily single-family residences with some commercial properties. With multiple approved changes and projects (three more projects south, Nirvana), including Copper Falls III, the capacity of Miller Road should be thoroughly assessed before proceeding.

5. **Lighting:** The proposed project's lighting could negatively impact the quality of life for nearby residents, particularly those to the north. Increased lighting from homes, streetlights, and traffic will disrupt the rural atmosphere of the neighborhood and the animals that currently exist along Broadway Road. This would be in addition to the increased traffic coming in and out of the new development.

6. **Sound:** Similar to lighting, the substantial increase in dwelling units within the area may lead to increased noise levels, particularly affecting homes to the north and detracting from their peaceful living environment.

Considering these concerns, I wanted to give the Planning and Zoning Commission as much information as possible when considering the Copper Falls III Major Community Master Plan Amendment. The impact of this project on the community and the deviations from the CMP need thorough examination and transparent discussion.

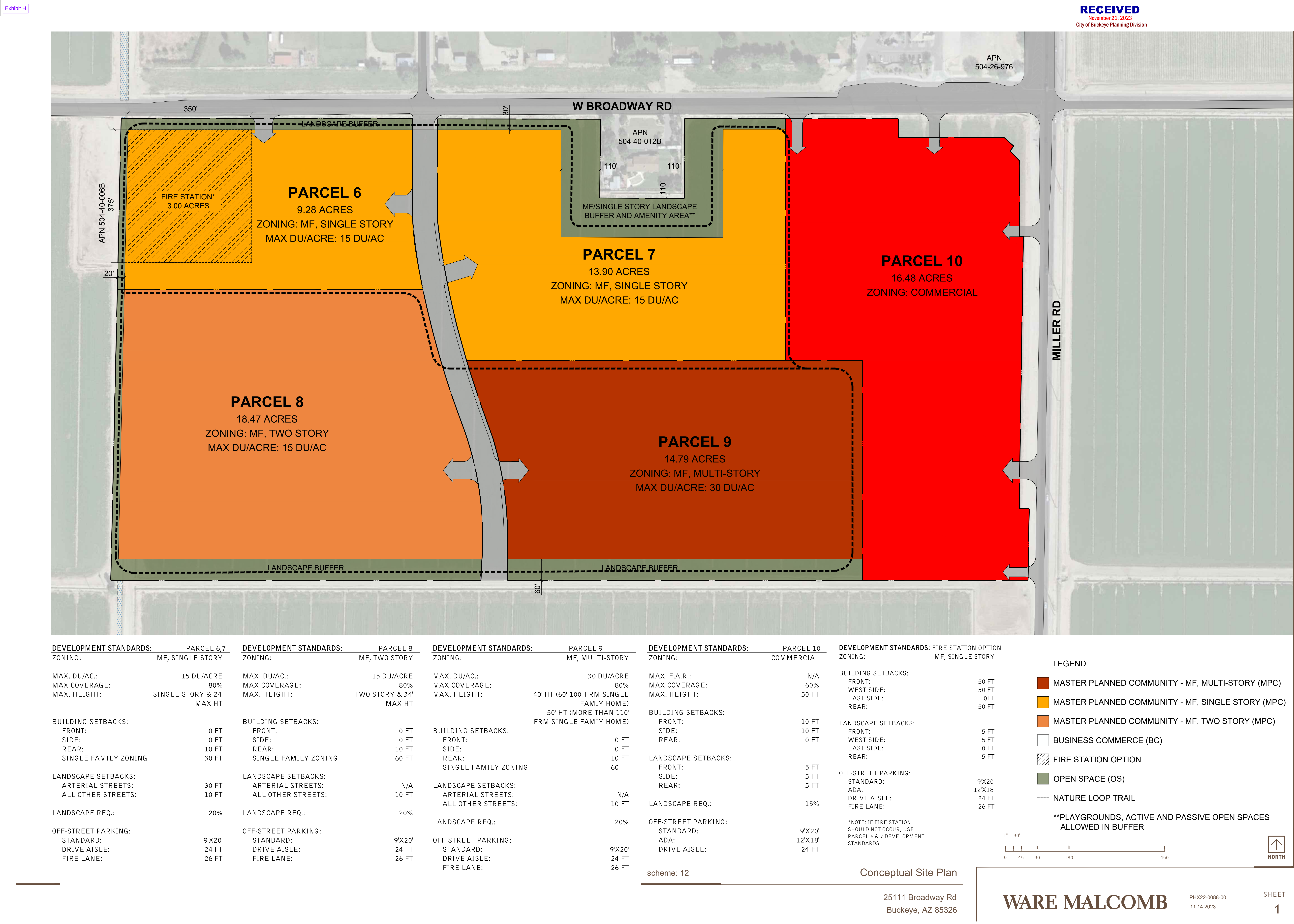
I kindly request that the Commission consider the constituents' concerns and sentiments before making any decisions regarding this proposed amendment.

Thank you for your attention to this matter and dedication to making the best decisions for the City of Buckeye.

Sincerely,

Michelle R. Hess

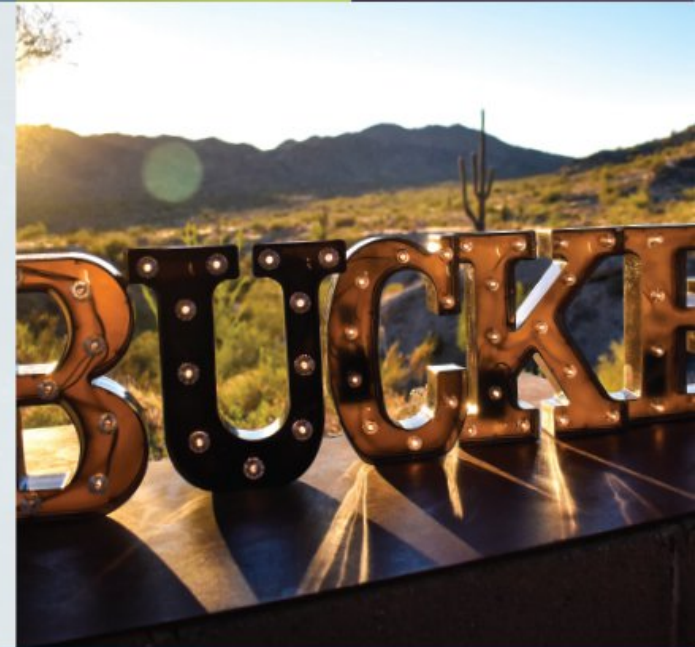
Vice Mayor of the City of Buckeye and Councilman for District 3

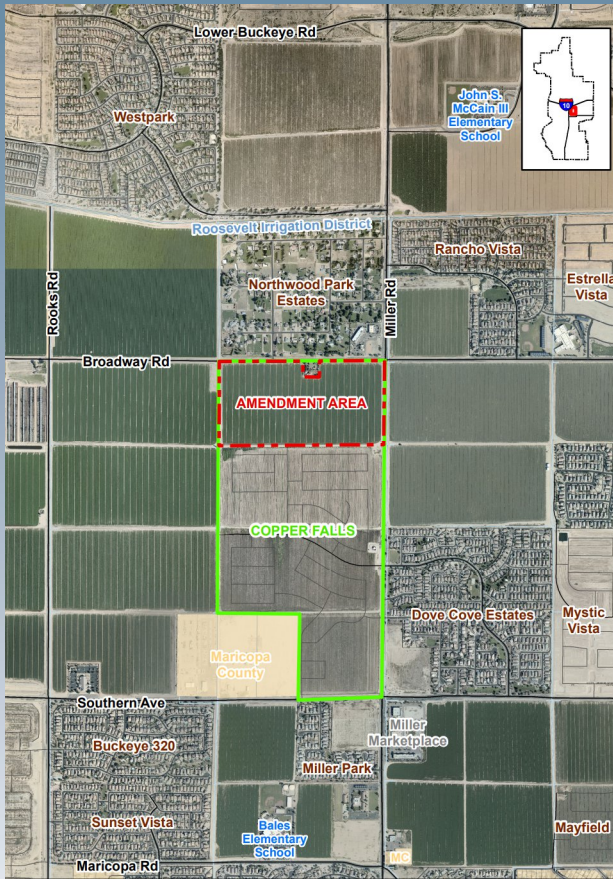


Copper Falls III

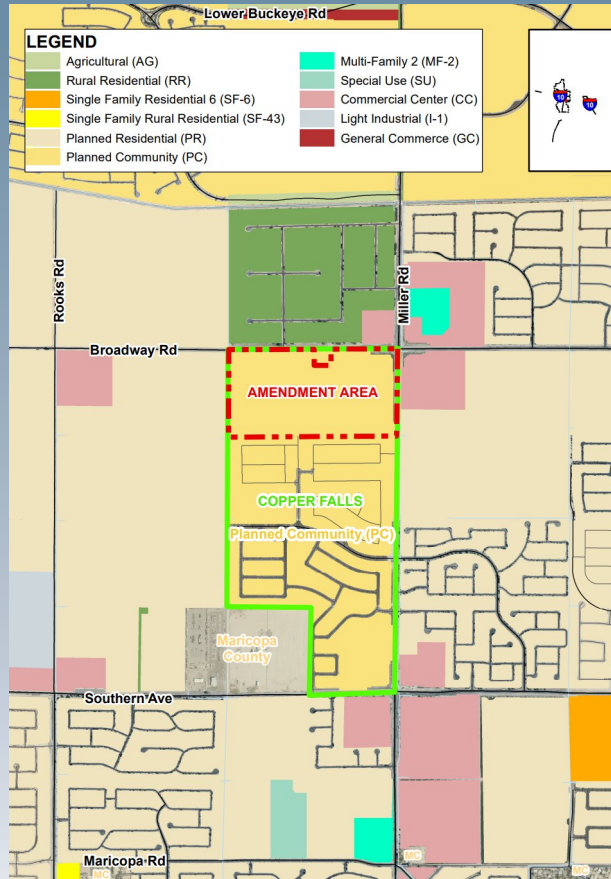
Major CMP Amendment and Development Agreement

Buckeye City Council
March 5, 2024
Case PLZZ-22-00025

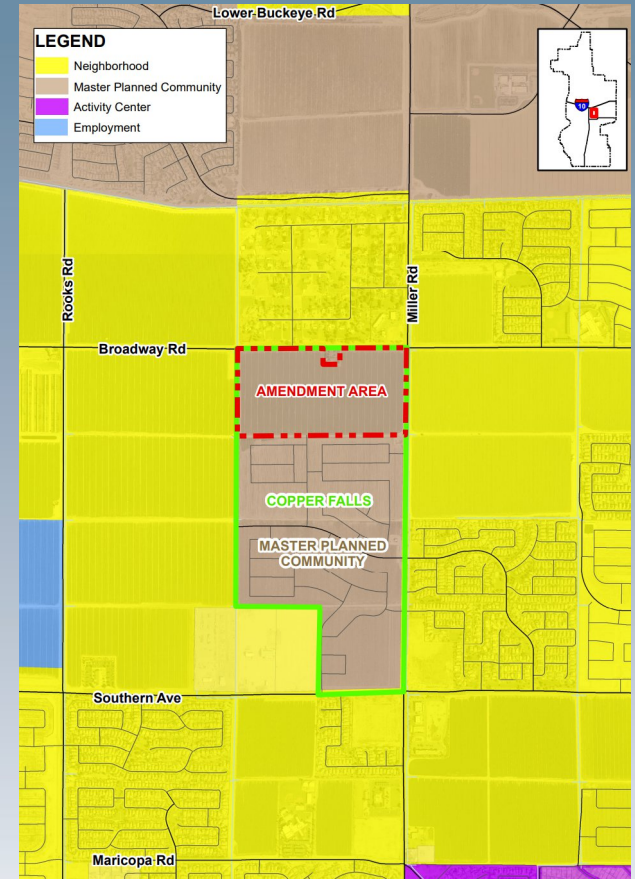




Aerial



Zoning Map



General Plan LU Map

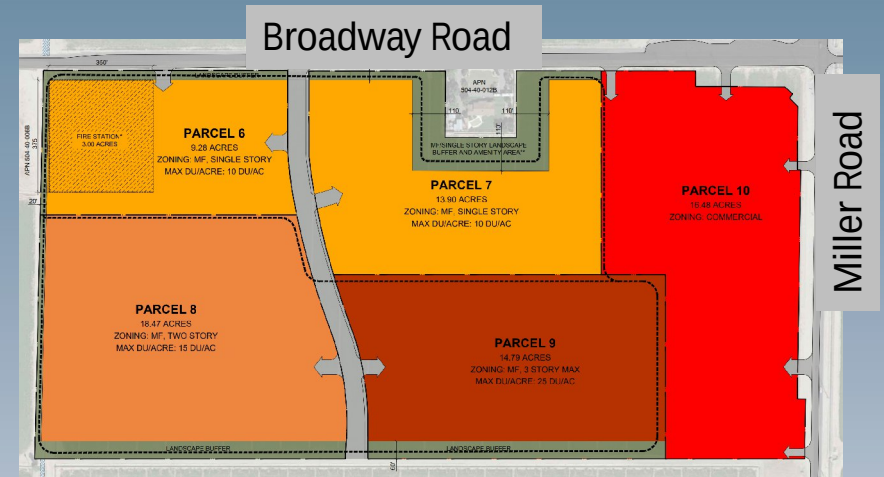


CMPA Request



Existing CMP Land Plan

- 53 acres of single-family residential; 2-3 dwelling units per acre (Maximum 159 homes)
- 21 acres of commercial (C-2 equivalent)
- 5 acres of office (medical or professional)

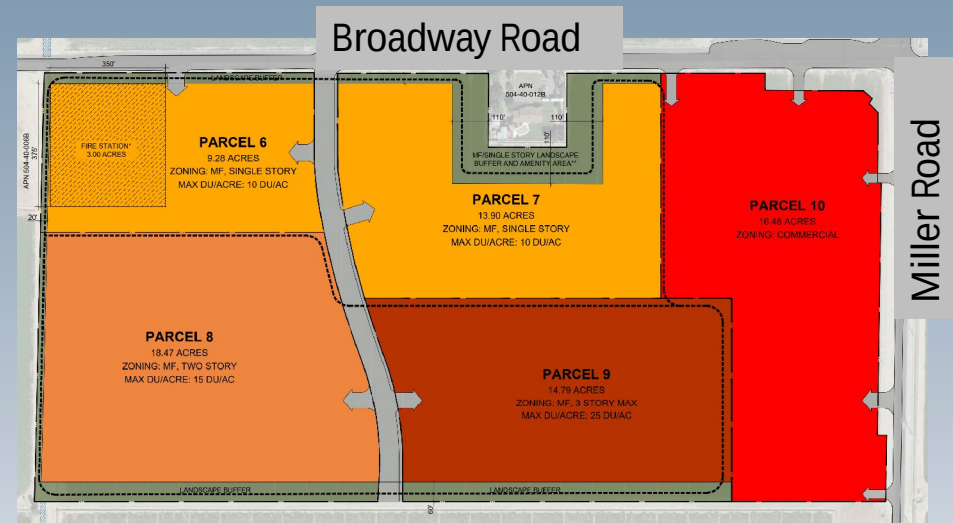


Proposed CMP Land Plan

- 23.2 acres of single-story multi-family residential; maximum 10 dwelling units per acre (reduces to 20.2 acres if City has need for fire station site)
- 18.5 acres of two-story multi-family residential; maximum 15 dwelling units per acre
- 14.8 acres of three-story multi-family residential; maximum 25 dwelling units per acre
- 16.5 acres of commercial (C-2 equivalent with restrictions)

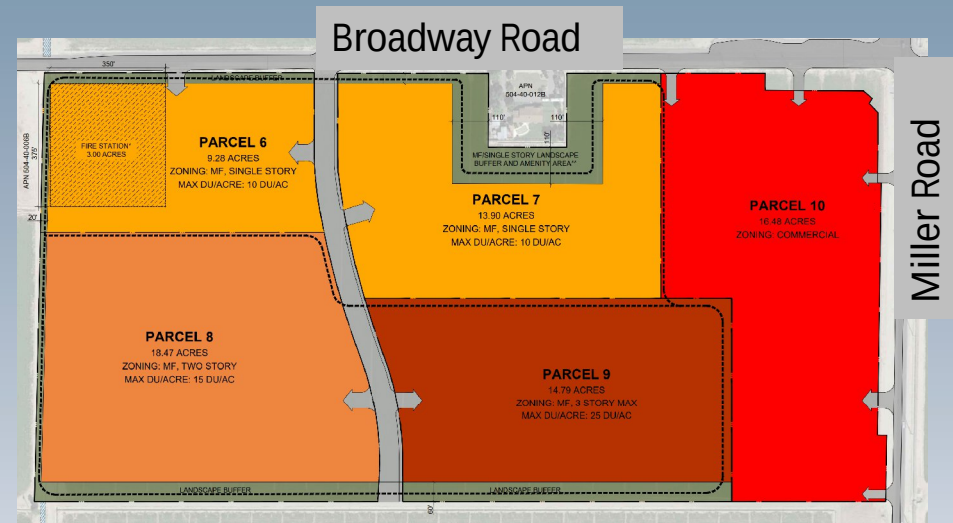
CMPA Request

- Establishes Development Standards for Multi-Family Residential based on MF-2 district, with exceptions:
 - Densities capped
 - Building heights/stories capped
 - Maximum lot coverage reduced (95 percent to 80 percent)
 - Landscape buffering adjacent to single-family residences increased (20' to 110' surrounding homestead parcel and 60 feet from planned lots to the south)
 - Streetside landscape setback increased (25' to 30')



CMPA Request

- Ties commercial development to the C-2 district, with exceptions:
 - Drive-throughs restricted to a maximum of four
 - Thrift stores and dollar stores prohibited
 - Streetside landscape setback reduced (25' to 5')
 - Front building setback increased (0' to 10')
 - Building setback to single-family residential lot lines decreased (50' to 0/10')
 - Landscape Buffer adjacent to single-family residential decreased (20' to 5')



Development Agreement Request

- Required by Development Code
- Most significant components of the proposed DA:
 - Dedication, design, and construction obligations related to Miller Road and Broadway Road improvements
 - Dedication, design, and construction obligations related to the approximate 3-acre Fire Station site at the northwest corner of the subject property

Analysis

- Consistent with General Plan
- Housing demand expected to increase significantly with planned employment projects (e.g. Kore Power, Ross, etc.)
- Will diversify the City's housing portfolio to attract residents with different housing preferences
- Preserves the commercial corner, supporting development of the Miller/Broadway intersection as a major commercial node for residents in the area
- Fire station site (if needed by FD) will improve response times in the vicinity of the project

Analysis

- Standard modifications intended to enhance compatability between MFR and SFR.
- Defines architectural requirements, providing for a modern agrarian architectural style intended to complement the City's heritage and the existing semi-rural character of the area
- Access and open space requirements unchanged
- To be served by City water and sewer; system improvements as part of Copper Falls development
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: February 15, 2023 at Bales Elementary School
 - Approximately 13 attendees
 - Concerns regarding increased traffic, emergency response times, school capacity, changing neighborhood character, crime, water/sewer impacts, and housing demand
 - Portions of the proposal were revised in response to feedback
- Written correspondence from five citizens opposed to the CMP Amendment
- Applicant meeting with Northwood Park Estates on December 10th
 - Subsequent reductions in density and height; developer to construct wall for 13 Northwood Park Estates lots adjacent to Broadway
- Planning & Zoning Commission recommended approval of the CMPA, 7-0, on December 12, 2023; 11 speakers during public hearing
- All required notices completed in accordance with requirements
 - 500-foot mailing
 - Signs posted on property
 - Legal advertisements in Arizona Republic

Recommendation

Copper Falls III CMPA and DA - PLZZ-22-00025

Conduct a public hearing and APPROVE subject to conditions (a) through (jj)

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 06-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AMENDMENT TO THE COPPER FALLS COMMUNITY MASTER PLAN AS DESCRIBED IN CASE NUMBER PLZZ-22-00025; APPROVING THE SECOND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA, GM GABRYCH FAMILY LP, PULTE HOME COMPANY, LLC, MELCOR DEVELOPMENTS ARIZONA INC., FORESTAR (USA) REAL ESTATE GROUP, INC., AG EHC II (NWHM) MULTI STATE 4, LLC, AND D.R. HORTON, INC., CONCERNING THE DEVELOPMENT OF THE NORTHERNMOST APPROXIMATELY 72.3 ACRES OF THE COPPER FALLS COMMUNITY MASTER PLAN; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Buckeye (“City”) Development Code requires that approval of a Community Master Plan (“CMP”) or a Major Amendment to a CMP be adopted by the Mayor and City Council as part of an approved development agreement between the City and the appropriate party(ies); and

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and

WHEREAS, the proposed Amendment to the Copper Falls CMP, Case No. PLZZ-22-00025, applies to approximately 72.3 acres of real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, the proposed Amendment to the Copper Falls CMP, Case No. PLZZ-22-00025, was properly noticed for public hearings, and the necessary hearings were conducted on December 12, 2023 and March 5, 2024; and

WHEREAS, the proposed CMP Amendment will enhance the welfare of the community by providing additional housing and commercial options, it will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on December 12, 2023, and recommended approval of this CMP Amendment.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The recitals set forth above are incorporated as if fully set forth herein.

Section 2. The Amendment to the Copper Falls CMP set forth in Case PLZZ-22-00025, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit B**, incorporated herein by this express reference.

Section 3. The Second Amended Development Agreement dated March 5, 2024 between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., AG EHC II (NWHM) Multi State 4, LLC and D.R. Horton, Inc. is hereby approved in substantially the form and substance on file with the City Clerk.

Section 4. The Mayor is authorized to sign the Second Amended Development Agreement, and the Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents and take all steps 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 5th day of March, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ORDINANCE 06-24**

[Legal Description]

(See Following Page)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The North 1317.35 feet of the Northeast quarter of Section thirty (30), Township one (1) North, Range three (3) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet thereof; and EXCEPT the East 40 feet thereof; and

EXCEPT the Northwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 30; and

EXCEPT that portion conveyed to the City of Buckeye, Arizona in Special Warranty Deed recorded June 28, 2021 as Document No. 2021-0708538 of Official Records.

PARCEL NO. 2:

The North 10 feet of that certain parcel of land described in Document No. 2014-0565578, Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the Northeast corner of said Section, a 3- inch MCDOT brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet;

Thence along the East line of said Section, North 00°38'10" East, a distance of 1312.58 feet, to the Easterly prolongation of the North line of said certain parcel of land;

Thence leaving said East line, along said prolongation, South 89°32'24" West, a distance of 40.01 feet, to the Northeast corner of said certain parcel of land and the POINT OF BEGINNING;

Thence leaving said prolongation, along the East line of said certain parcel of land, South 00°38'10" West, a distance of 10.00 feet, to the South line of the North 10 feet of said certain parcel of land;

Thence leaving said East line, along said South line, South 89°32'24" West, a distance of 2552.78 feet, to the West line of said certain parcel of land;

Thence leaving said South line, along said West line, North 00°50'45" East, a distance of 10.00 feet, to the Northwest corner of said certain parcel of land;

Thence leaving said West line, along the North line of said certain parcel of land, North 89°32'24" East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

**EXHIBIT B
TO
ORDINANCE 06-24**

[Conditions of Approval]

(See following pages)

- a. Development of the property shall be in general conformance with the Copper Falls Community Master Plan entitled “Copper Falls Community Master Plan 2023” consisting of 52 pages dated October 23, 2023, except as modified by the following conditions.
- b. Development of the property shall be in general conformance to the project narrative report entitled “Narrative for Major Amendment to Copper Falls Community Master Plan” consisting of 17 pages, dated May 31, 2023, except as modified by the following conditions.
- c. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
- d. The configuration and location of the Fire Station parcel shall be revised to provide a minimum of 350 feet of frontage on Broadway Road, with a minimum acreage of 3.0, as shown on the revised Conceptual Site Plan exhibit dated November 14, 2023, and received on November 21, 2023.
- e. Maximum densities and heights/stories for the planned residential parcels shall be governed by the revised Conceptual Site Plan exhibit dated December 12, 2023 and received on December 12, 2023.
- f. The “MF/Single Story Landscape Buffer and Amenity Area” provided where Parcel 7 abuts an existing homestead shall be as depicted on the plan dated November 14, 2023, and received on November 21, 2023. The types of open space amenities that may be provided in the 55-foot portion of the buffer closest to the existing single-family home shall be restricted to lower intensity amenities, such as passive trail systems or similar uses that do not create significant light or noise impacts on nearby residences. Active open space amenities may be allowed in the 55-foot portion of the buffer nearest to Parcel 7, including playgrounds, turf areas and other similar multi-family open space amenities. The lighting of these facilities may be appropriate as determined at the time of site plan review. The buffer shall be measured from the property line of the existing homestead.
- g. Alternate permitted uses of the “fire station parcel” shall include public park, public library, and/or police station.
- h. The property owner, at the time of the issuance of the first building permit for the development, shall install a six (6) foot high wall along the south property line of the thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision.

- i. If the proposed CMPA is approved by the City Council, within 45 days of that approval, the applicant shall provide the Planning Division with revised versions of the “Copper Falls Community Master Plan” document and the “Narrative for Major Amendment to Copper Falls Community Master Plan” document, having updated any applicable text and maps within each document to reflect: 1) the revised fire station location and alternate uses per conditions (d) and (g), 2) the revised maximum densities and stories for residential parcels per condition (e), and 3) the updated buffer language per condition (f). Upon confirmation by staff that the revised documents address the requirements of this condition, those versions shall become the final, approved version of the CMP Amendment.
- j. All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.
- k. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.
- l. 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.
- m. Phasing of public infrastructure shall be subject to a phasing plan. Any residential parcel that receives permit for construction shall build the Broadway Road improvements as required in these conditions. Any commercial permit for construction shall construct the Miller Road improvements as required in these conditions and the portion of Broadway Road improvement that is adjacent to the commercial property, as approved by the City.
- n. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.
- o. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City. The Site Plan shall make all accommodations to comply with the final approved Traffic Impact Analysis.
- p. Prior to permit issuance approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- q. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix/Maricopa County hundred block grid alignment.
- r. Collector streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

- s. Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share of the “Regional Traffic Signal Costs”, based on acreage, of the cost of up to nine (9) traffic signals to be installed within this section of land. 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.
- t. 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 W Broadway Road to the north and S Miller Road to the East based on City of Buckeye standards.
- u. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, 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.
- v. The A bi-directional WB-50 truck routing, including wheel paths, is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed. This includes a 2-foot shy distance to the curbs.
- w. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
- x. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
- y. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

- z. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.
- aa. The proposed open channel design is not following the City of Buckeye Engineering Design Standards. The applicant may work with the City for items such as lining, side slopes, depth, which may be approved conditionally. The preliminary master drainage report (PMDR) for Copper Falls does not provide language allowing deviations from the City's design standards.
- bb. The Sewer Master Plan must verify that the Miller Road Sewer line between RID and Broadway has available capacity for the proposed land use based on the full tributary area.
- cc. Approximately 196.70' of Frontage along Miller on the SEC of the development would need an additional 30' of ROW dedicated to match the Major Arterial section and line up with the ROW to the south (Copper Falls).
- dd. The North South Street is 254th Avenue. 254th Ave shall be a minimum of 3 lane collector roadway and designed per the approved TIA at the time of site plan or subdivision plat approval.
- ee. All streets and street cross-sections, public and private, shall be adjusted to accommodate the TIA once it is approved. The approved TIA will determine the east west roadway cross-section, which may be a private drive if supported in the TIA, as well as the connection to the main driveway and the intersection design that aligns to the proposed signal on Miller Road. Developer/Property Owner is required to install the traffic signal at 254th Ave and Broadway Road, when warranted.
- ff. Due to the traffic related to the proposed density and proposed roadways/circulation dual westbound left turn lanes are needed on Broadway Road to 254th Ave or as determined by the approved TIA.
- gg. Copper Falls shall match the location of the proposed signal/main driveway entrance at the Fry's development to the east if full access is desired from Miller Road. All other driveways on Miller Road shall meet City of Buckeye traffic engineering standards and requirements.
- hh. Copper falls is required to pay/reimburse half of the traffic signal cost at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road.
- ii. Copper Falls is required to improve the Broadway Road half street in front of the outparcel along Broadway Road per the original CMP.

- jj. Copper Falls shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road.

WHEN RECORDED, RETURN TO:

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

**SECOND AMENDED DEVELOPMENT AGREEMENT
COMMUNITY MASTER PLAN AMENDMENT NO. 2
(Copper Falls)**

1. Date. The effective date of this Second Amended Development Agreement (“Agreement”) is March 5, 2024 (the "Effective Date").

2. Parties. The parties to this Agreement are:

- (a) CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("City")
- (b) GM GABRYCH FAMILY LP, a California limited partnership (“GM Gabrych”)
PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte")
MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation
("Melcor")
FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation
("Forestar")
AG EHC II (NWHM) MULTI STATE 4, LLC, a Delaware limited liability
company (“New Home”)
D.R. HORTON, INC., a Delaware Corporation (“DR Horton”)
(GM Gabrych, Pulte, Melcor, Forestar, New Home, and DR Horton may each be
referred to as an "Owner," and collectively, the "Owners")

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

- (a) B Bar G Farms, LLP, an Arizona limited liability partnership (“B Bar G”),

Triyar Buckeye Holdings, LLC, an Arizona limited liability company ("Triyar"), KB Home Phoenix Inc., an Arizona corporation ("KB") and the City were parties to that certain Development Agreement dated October 18, 2005 and recorded on October 27, 2005 in the Official Records of the Maricopa County Recorder at Document No. 20051618966 (the "Original Agreement").

(b) The Original Agreement concerned the development of approximately 275 acres of land located in the City of Buckeye, Arizona, which land is more particularly described and depicted on the attached **Exhibit A** (the "Land").

(c) B Bar G, Triyar, TGV Investments, LLC, an Arizona limited liability corporation ("TGV"), and the City were parties to that certain Amended and Restated Development Agreement dated May 21, 2019 and recorded on June 20, 2019 in the Official Records of the Maricopa County Recorder at Document No. 20190462258 (the "First Amended Agreement").

(d) GM Gabrych now owns the portion of the Land more particularly described on the attached **Exhibit B** (the "GM Gabrych Parcel"). Pulte owns that portion of the Land described in the attached **Exhibit C** (the "Pulte Parcel"). DR Horton owns that portion of the Land described on the attached **Exhibit D** (the "DR Horton Parcel"). Melcor owns that portion of the Land described on the attached **Exhibit E** (the "Melcor Parcel"). New Home owns that portion of the Land described on the attached **Exhibit F** (the "New Home Parcel").

(e) Pursuant to the City of Buckeye Development Code and the terms of the Original Agreement, as amended, the Parties now seek to amend the First Amended Agreement and the Copper Falls Community Master Plan (the "CMP") with regard to the GM Gabrych Parcel (Exhibit B) as set forth in this Agreement.

(f) On March 5, 2024 by Ordinance No. 06-24, (the "Ordinance") the City approved this Agreement and the CMP.

4. **Agreement.** For good and valuable consideration, the City and Owners agree as is more specifically set forth in this Agreement.

5. **Effect of Amendment.** Except as otherwise expressly provided in this Agreement, the provisions of the Original Agreement and the First Amended Agreement are affirmed and ratified and all terms and conditions shall remain in full force and effect and shall apply to the Land.

6. **Amendment to the Copper Falls Community Master Plan.** Subject to the Conditions of Approval set forth on Exhibit C to Ordinance No. 06-24, the Copper Falls Community Master Plan is hereby amended as to the GM Gabrych Parcel only, and as described in PLZZ-22-00025.

7. **Infrastructure.**

(a) Owner/Developer of the GM Gabrych Parcel is required to pay or reimburse half of the traffic signal costs for a non-regional signal at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road. This payment/reimbursement shall be made at the time of site plan or pavement improvement plan permitting that connects the site to Miller Road at the Fry's shared signal.

(b) At no cost to the City, the Owner/Developer of the GM Gabrych Parcel shall make half street improvements to Broadway Road that span the full width of the Second Amendment area, including the frontage of Parcel No. 504-40-012B and the land to be dedicated to the City for the Public Safety Facility as set forth in Section 8. These offsite improvements to Broadway Road shall be constructed at the time 254th Avenue is connected to Broadway Road.

(c) GM Gabrych shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road at the time of roadway widening of Broadway Road.

8. Dedication of Land for the Public Safety Facility. At no cost to the City, and at the time of, or prior to, submission of any final plat for approval within the Second Amendment area, GM Gabrych shall dedicate a real property parcel of the Land (exclusive of streets and other publicly dedicated parts of the Land) for a Public Safety Facility. Land to be dedicated for the Public Safety Facility shall be a minimum of three (3) acres of buildable land, with no less than three hundred (300) feet of roadway frontage. The location shall be provided as shown on the attached **Exhibit G.**

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

(a) By each Owner respectively for itself only:

(i) Owner is a limited partnership, limited liability company, or a corporation duly formed and in good standing in their respective States of incorporation or formation and duly qualified to do business in Arizona.

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

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

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

(b) By City:

(i) The Ordinance was approved and enacted at a duly noticed and held public meeting by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

10. Counterparts. This Agreement may be executed in counterparts.

11. Waiver of Claims. Owners and all other parties have an interest in the Land intend to encumber the Land with the following agreements and waivers. Owners agree and consent to all the conditions imposed by this Agreement, and by signing this Agreement waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the Owners of the Land may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owners acknowledge and agree the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

12. Indemnity. Owners (and their successors or assigns), jointly and severally, shall indemnify, defend and hold harmless the City and each council member, officer, official or employee of the City (any such person being herein called an "**Indemnified Party**"), for, from, and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("**Claims**"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon the provisions of this Agreement except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owners (as provided in Section 35 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owners from their obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owners. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owners of the commencement thereof, Owners shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owners. If Owners promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owners will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owners do not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owners does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owners and Owners shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owners to provide the City, within thirty (30) days after written notice from the City to Owners, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owners' performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

13. Notices. All notices requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

- | | | |
|------------|-----------------|--|
| (a) | For City: | Dan Cotterman, City Manager
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326 |
| | With a copy to: | K. Scott McCoy, City Attorney
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326 |
| (b) | Owners: | GM Gabrych Family, LP
16700 N. Thompson Peak Parkway
Suite 230
Scottsdale, Arizona 85260 |

With a copy to: Pulte Home Company, LLC
16767 N. Perimeter Drive,
Suite 100
Scottsdale, Arizona 85260

With a copy to: Melcor Developments Arizona, Inc.
6930 E. Chauncy Lane
Suite 135
Scottsdale, Arizona 85254

With a copy to: Forestar (USA) Real Estate Group, Inc.
1661 E. Camelback Road
Suite 330
Phoenix, Arizona 85016

With a copy to: AG EHC II (NWHM) MULTI STATE 4, LLC
8501 N. Scottsdale Road
Suite 280
Phoenix, Arizona 85253

With a copy to: D.R. Horton, Inc.
7689 E. Pinnacle Peak Road
Suite 200
Scottsdale, Arizona 85255

14. **Signature.** The parties have executed this Agreement as of the Effective
Date.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, ARIZONA

By: _____

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

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

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

OWNERS:

GM GABRYCH FAMILY LP,

a California limited partnership

By: _____

Name: _____

Its: _____

STATE OF CALIFORNIA

COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of California

PULTE HOME COMPANY, LLC

a Michigan limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of _____

**MELCOR DEVELOPMENTS
ARIZONA INC.,**

an Arizona corporation

By: _____

Name: _____

Its: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ____ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

**FORESTAR (USA) REAL
ESTATE GROUP**, a Delaware
corporation,

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared
_____, the _____, of _____, a
_____, whose identity was proven to me on the basis of satisfactory evidence to
be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on
behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of _____

AG EHC II (NWHM) MULTI STATE 4, LLC

a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of _____

D.R. Horton, INC.

a Delaware corporation,

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

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

(Seal and Expiration Date)

Notary Public in and for the State of _____

EXHIBIT A

(Legal Description and Depiction of the

CMP Land)

See following page(s).

PARCEL DESCRIPTION
Copper Falls
Overall Boundary

A parcel of land lying within the east half of Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the east quarter corner of said section, a 3-inch Maricopa County Highway Department (M.C.D.O.T.) brass cap in handhole, from which the northeast corner of said section, a 3-inch M.C.D.O.T. brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet; **THENCE** along the east line of said section, South 00°38'11" West, a distance of 2618.75 feet, to the southeast corner of said section;

THENCE leaving said east line, along the south line of said section, South 88°41'26" West, a distance of 1304.08 feet, to the southeast corner of the southwest quarter of the southeast quarter of said section;

THENCE leaving said south line, along the east line of said southwest quarter of the southeast quarter, North 00°44'27" East, a distance of 1323.74 feet to the northeast corner of said southwest quarter of the southeast quarter;

THENCE leaving said east line, along the north line of said southwest quarter of the southeast quarter, South 89°19'08" West, a distance of 1301.26 feet, to the northwest corner of said southwest quarter of the southeast quarter and the north-south mid-section line of said section;

THENCE leaving said north line, along said north-south mid-section line, North 00°50'35" East, a distance of 1338.09 feet, to the center of said section, a P.K. nail with tag RLS 21081;

THENCE continuing along said north-south mid-section line, North 00°50'45" East, a distance of 2611.80 feet, to the north quarter corner of said section;

THENCE leaving said north-south mid-section line, along the north line of said section, North 89°32'24" East, a distance of 2587.92 feet, to the northeast corner of said section;

THENCE leaving said north line, along the east line of said section, South 00°38'10" West, a distance of 2630.17 feet, to the **POINT OF BEGINNING**.

Containing 11,949,059 square feet or 274.3126 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

EXHIBIT B

(Legal Description of GM Gabrych Parcel)

See following page(s).

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The North 1317.35 feet of the Northeast quarter of Section thirty (30), Township one (1) North, Range three (3) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet thereof; and

EXCEPT the East 40 feet thereof; and

EXCEPT the Northwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 30; and

EXCEPT that portion conveyed to the City of Buckeye, Arizona in Special Warranty Deed recorded June 28, 2021 as Document No. 2021-0708538 of Official Records.

PARCEL NO. 2:

The North 10 feet of that certain parcel of land described in Document No. 2014-0565578, Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the Northeast corner of said Section, a 3- inch MCDOT brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet;

Thence along the East line of said Section, North 00°38'10" East, a distance of 1312.58 feet, to the Easterly prolongation of the North line of said certain parcel of land;

Thence leaving said East line, along said prolongation, South 89°32'24" West, a distance of 40.01 feet, to the Northeast corner of said certain parcel of land and the POINT OF BEGINNING;

Thence leaving said prolongation, along the East line of said certain parcel of land, South 00°38'10" West, a distance of 10.00 feet, to the South line of the North 10 feet of said certain parcel of land;

Thence leaving said East line, along said South line, South 89°32'24" West, a distance of 2552.78 feet, to the West line of said certain parcel of land;

Thence leaving said South line, along said West line, North 00°50'45" East, a distance of 10.00 feet, to the Northwest corner of said certain parcel of land;

Thence leaving said West line, along the North line of said certain parcel of land, North 89°32'24" East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

EXHIBIT C

(Legal Description of Pulte Parcel)

See following page(s).

Block 2, of COPPER FALLS PARCEL 1, according to the plat recorded in Book 1634 of Maps, page 35, records of Maricopa County, Arizona;

EXCEPT the east 40 feet lying north of the dedicated right of way for Miller Road as shown on said Copper Falls Parcel 1 final plat recorded in Book 1634 of Maps, page 35, records of Maricopa County, Arizona; and

EXCEPT the north 10 feet of that certain parcel of land described in Recording No. 2014-0565578 and conveyed in Special Warranty Deed in Recording No. 2021-11331969 Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the east quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the northeast corner of said section, a 3-inch MCOT brass cap in handhole, bears North 00°38'10 East (basis of bearing), a distance of 2630.17 feet;

THENCE along the east line of said section, North 00°38'10 East, a distance of 1312.58 feet, to the easterly prolongation of the north line of said certain parcel of land;

THENCE leaving said east line, along said prolongation, South 89°32'24" West, a distance of 40.01 feet, to the northeast corner of said certain parcel of land and the POINT OF BEGINNING;

THENCE leaving said prolongation, along the east line of said certain parcel of land, South 00°38'10" West, a distance of 10.00 feet, to the south line of the north 10 feet of said certain parcel of land;

THENCE leaving said west line, along the north line of said certain parcel of land, North 89°32'24" East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

EXHIBIT D

(Legal Description of DR Horton Parcel)

See following page(s).

(Legal Description of the Property)

Lots 106 through 112, inclusive, as show on the Final Plat of “Copper Falls Parcel I” recorded on December 9, 2021, in Book 1634, Page 35, as Instrument No. 2021-1305740, of the official records of the Maricopa County Recorder, State of Arizona;

Lots 267 through 325, inclusive as shown on the Final Plat of “Copper Falls Parcel 2” recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona;

Lots 182 through 208, inclusive, as shown on the Final Plat of “Copper Falls Parcel 2” recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona; and

Lots 209 through 206, inclusive, as shown on the Final Plat of “Copper Falls Parcel 2” recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona.

EXHIBIT E

(Legal Description of Melcor Parcel)

See following page(s).

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

ALL OF THE EAST HALF;

EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND

EXCEPT THE EAST 40 FEET; AND

EXCEPT THE SOUTH 33 FEET; AND

EXCEPT THE NORTH 1317.35 FEET OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

FURTHER EXCEPT THEREFROM A PARCEL OF LAND SITUATE IN A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 30, MONUMENTED BY A BRASS CAP IN A DIRT HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30, MONUMENTED BY A BRASS CAP IN A DIRT HOLE BEARS AS A BASIS OF BEARINGS SOUTH 00 DEGREES 38 MINUTES 11 SECONDS WEST, A DISTANCE OF 2618.70 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST CORNER OF SAID SECTION 30, A DISTANCE OF 1601.21 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 49 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 599.42 FEET;

THENCE SOUTH 44 DEGREES 39 MINUTES 05 SECONDS WEST, A DISTANCE OF 266.22 FEET;

THENCE SOUTH 00 DEGREES 37 MINUTES 21 SECONDS WEST, A DISTANCE OF 834.54 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 454.82 FEET;

THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST, A DISTANCE OF 1323.77 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 03 SECONDS WEST, A DISTANCE OF 1301.31 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTH 00 DEGREES 50 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1338.20 FEET TO THE CENTER OF SAID SECTION 30, MONUMENTED BY A PK NAIL;

THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 42 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1294.15 FEET;

THENCE NORTH 89 DEGREES 32 MINUTES 37 SECONDS EAST, A DISTANCE OF 2592.85 FEET TO A POINT LYING ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1312.52 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT THE EAST 40 FEET; AND

EXCEPT THE SOUTH 33 FEET.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BUCKEYE, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 16, 2021 AS INSTRUMENT NO. 2021-0170205, OF OFFICIAL RECORDS

EXHIBIT F

(Legal Description of New Home Parcel)

See following page(s).

(Legal Description of the Property)

Lots 1 through 105, inclusive, and 113 through 181, inclusive, as shown on the Final Plat of "Copper Falls Parcel 1" recorded on December 9, 2021, in Book 1634, Page 35, as Instrument No. 2021-1305740, of the official records of the Maricopa County Recorder, State of Arizona.

EXHIBIT G

Depiction of Public Safety Facility Location

