



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
APRIL 16, 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**
- 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 Resolution No. 16-24 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-001 and ordering the recording and filing of this Resolution.](#)
Summary: Street Lighting Improvement Districts (SLIDs) and Maintenance Improvement Districts

(MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

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

- *4.B** [Council to take action to approve, accept, and execute a Grant Award from the US Department of Transportation \(DOT\) - Federal Highway Administration - Office of Safety, Safe Streets For All \(SS4A\), and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or agreement.](#)

Summary: The City of Buckeye has been awarded a grant to fund the development of a comprehensive safety action plan to prevent roadway fatalities and serious injuries. The action plan will also establish standards to accommodate all users of the transportation system, including pedestrians, cyclists, passenger vehicles, commercial vehicles, micro-mobility users and persons with disabilities. The total program cost is \$750,000. The USDOT SS4A grant will fund 80 percent and the City will fund the remaining 20 percent of the program.

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

- *4.C** [Council to take action on Resolution No. 15-24 authorizing the Mayor to execute an Intergovernmental Agreement \(IGA\) between the City of Buckeye and the County of Maricopa, Arizona, for detention services pursuant to Arizona Revised Statutes Section 31-121.](#)

Summary: Currently, the City has been billed by Maricopa County Sheriff's Office for services without an official agreement in place. Pursuant to A.R.S. § 31-121 it is the duty of the Maricopa County Sheriff to receive and provide for prisoners ("Inmates") who have been committed to jail by competent authority; and Maricopa County, through the Maricopa County Sheriff provides Inmates with necessary housing, food, clothing and bedding. The City of Buckeye is responsible for the costs of incarceration of the following persons: a person who is arrested by a peace officer employed by the City of Buckeye and who is charged in the municipal court and housed in the County Jail; and or a person who is convicted in the municipal court and sentenced to the County Jail. The IGA sets both compensation for Maricopa County, as well as standards for booking and processing. The County Sheriff is solely responsible for housing municipal Inmates and for supervising County Jail personnel and officers and for other matters incidental to the services provided.

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

- *4.D** [Council to take action on Resolution No. 21-24 authorizing the execution of an Intergovernmental Agreement \(IGA\) between the City of Buckeye and the State of Arizona on behalf of the Superior Court of Arizona in Maricopa County relating to jury services.](#)

Summary: The IGA sets up duties and reimbursement for services between City of Buckeye Municipal Courts and Maricopa County Superior Court of Arizona pertaining to jury services including requesting the Superior Court to provide a list of potential jurors, printing and issuing summons for jurors on behalf of the Municipal Court, and processing payment of jury fees and reimbursements based on fees established in the Agreement.

Staff Liaison: John Burkholder, Presiding Judge, jbukholder@buckeyeaz.gov, (623) 349-6510

- *4.E** [Council to take action on the Cooperative Contract Purchase Addendum \(CCPA\) No. 2025003](#)

between the City of Buckeye, an Arizona municipal corporation, and CDW Government, LLC, an Illinois corporation, to renew the Microsoft Enterprise Agreement; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

Summary: The Information Technology department seeks Council's approval to renew our Microsoft Enterprise Agreement (EA), a comprehensive licensing program designed to provide our organization with a flexible and cost-effective way to purchase Microsoft's latest enterprise technology. The EA will cover the entire organization, ensuring that all our operations are equipped with up-to-date software, enhancing productivity, and securing our data. The total three-year amount is not to exceed \$1,500,000.

Staff Liaison: Greg Platacz, Information Technology Director, gplatacz@buckeyeaz.gov, (623) 349-6560

***4.F** [Council to take action on the request for a new Series 12 Restaurant Liquor License \(Application No. 286257\) for 19th Hole at Sundance located at 900 South Sundance Parkway in Buckeye.](#)

Summary: 19th Hole at Sundance is requesting approval for a new Series 12 Restaurant Liquor License Application for their new restaurant located near North Sunrise Parkway and Yuma Road. The application and public notice were legally posted by staff.

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

***4.G** [Council to take action on the March 19, 2024 Council Workshop Minutes and March 19, 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. Continued / Tabled Public Hearings

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

5.A [The applicant has requested an indefinite continuance. No action will be taken on Ordinance No. 08-24 Terminating the Cipriani Community Master Plan Development Agreement dated September 2, 2008 and approving the Buckeye Tech Corridor \(formerly "Cipriani"\) Major Community Master Plan Amendment \("CMPA"\) and Development Agreement.](#)

Summary: Both owners of real property located within the current boundaries of the Cipriani Community Master Plan (CMP) land area have requested to terminate the Development Agreement dated September 2, 2008 and terminate the current development obligations of the Cipriani CMP. Additionally, Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Land Holdings, LLC, is requesting approval of Application PLZZ-23-00005, a request involving two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,091-acre site. Approval of these requests will facilitate the development of the site with a technology-centered light industrial and commercial campus, resulting in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the

City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties.

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

- 5.B** [No action](#) will be taken on this item. This item and the accompanying public hearing is continued until the May 21, 2024 Regular City Council Meeting. 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., 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.

Summary: Continued from the March 19, 2024 Regular Council Meeting. 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: 04/16/24	AGENDA ITEM: 4.A. SLID - Resolution 16-24. GreatHearts Academy Intent to expand Street Lighting Improvement District No. 2006-SLID-001
DATE PREPARED: 04/11/24	DISTRICT NO.: 6
STAFF LIAISON: Scott Lowe, Aviation Asset Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 16-24 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-001 and ordering the recording and filing of this Resolution.

SUMMARY

PROJECT DESCRIPTION:

Street Lighting Improvement Districts (SLIDs) are established to purchase (not generate) energy for street lighting within the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

Note: Attached map is for location purposes only, not a legal description

BENEFITS:

SLIDs and Maintenance Improvement Districts (MIDSs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents /owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only owners that have benefit from the lighting in their community pay for that service. Having the costs of street lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

FUTURE ACTION:

A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

BUDGETED:

No

FISCAL YEAR:

25/26

FUND/DEPARTMENT:

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

ATTACHMENTS:

[2006-SLID-001 Expansion Map.pptx](#)

[Signed Petition_2006_SLID-001.pdf](#)

[2024-0405 - RES 16-24 Enlarging SLID-2006-001 \(smf\).pdf](#)

When Recorded, Return to:

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

**PETITION, WAIVER AND CONSENT TO INCLUSION OF ADDITIONAL LAND
WITHIN AN EXISTING STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF BUCKEYE**

**VISTA DE MONTAÑA
ANNEXATION TO 2006-SLID-1**

To: Honorable Mayor and Councilmembers of the City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner(s) (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. 2006-SLID-1 (the "*District*") under the Improvement District Law. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on *Exhibits A, B, and C* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed addition to the existing District is described by a legal description, Assessor's parcel number(s) and a map or plat of the area, all as set forth in *Exhibits A, B, and C*, attached hereto and incorporated herein by this reference. The proposed enlarged District consists of an aggregate of 1,107,673 square feet or 25.4287 acres and is entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioner respectfully requests that the land shown on *Exhibits A, B, and C* be annexed into and become included within the District. The Assessor's parcel number(s) set forth in *Exhibit B* is for convenience only. Should either the legal description set forth in *Exhibit A* or Assessor's parcel number(s) set forth in *Exhibit B* conflict with *Exhibit C, Exhibit C* shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed

enlarged District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 2025, because the District will not be able to levy taxes for such expenses of the area added to the District prior to the City's fiscal year 2025/2026. Tax collections of taxes levied on the addition to be annexed to the District will not be posted to the City until on or about July 1, 2025 and the City does not expect to receive taxes from the property described in Exhibits A, B, and C before November 1, 2025.

6. Reimbursement. The Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;

b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);

c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed addition to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the proposed addition to the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, and C attached hereto.

14. Authority to Sign Petition. The individual(s) signing this Petition represents and warrants to the City that s/he is duly authorized to (i) sign the Petition to form or to enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agree to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

15. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

PROPERTY: See attached Exhibits A, B, and C.

IN WITNESS WHEREOF, the undersigned authorized representative has executed this Petition as of the 4th day of April, 2024.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

PETITIONER:

GREATHEARTS ARIZONA,
an Arizona nonprofit corporation

By: Brandon Crowe

Its: Superintendent

Date: April 4, 2024

STATE OF Arizona)
) ss.
County of Maricopa)

VERIFICATION

Brandon Crowe, after being first duly sworn upon oath, deposes and states:

That I am an authorized signer for Petitioner herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Brandon Crowe before me, the undersigned notary public, this 4th day of April, 2024.

Bianca Ulbarri
Notary Public

(Seal and Expiration Date)



RECEIPT this _____ day of _____, 20_____
of the foregoing Petition is hereby acknowledged by the
City Clerk of the City of Buckeye, Arizona, who will
cause said Petition to be delivered to the City Council for
action.

Lucinda J. Aja, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"
CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
NO. 2006-SLID-001 EXPANSION
GREATHEARTS ACADEMY
LEGAL DESCRIPTION

A parcel of land situate within a portion of the Southwest quarter of Section 9, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the brass cap in hand hole accepted as marking the West quarter corner of said Section 9, from which the brass cap in hand hole accepted as marking the Southwest corner of said Section 9 bears South 00°02'10" West, a distance of 2647.07 feet;

Thence South 89°57'28" East along the Northerly line of said Southwest quarter of Section 9, a distance of 2309.37 feet to the Northwesternly line of the Roosevelt Irrigation District Canal;

Thence South 67°29'02" West along said Northwesternly line, a distance of 2500.59 feet to the Westerly line of said Southwest quarter of Section 9;

Thence North 00°02'10" East along said Westerly line, a distance of 959.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,107,673 sq. ft. (25.4287 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2198
Date: 01/04/2024



January 4, 2024
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EXHIBIT B
ASSESSOR'S PARCEL NUMBER(S)

EXHIBIT "B"
CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
NO. 2006-SLID-001 EXPANSION
GREATHEARTS ACADEMY – ASSESSOR PARCEL NUMBERS

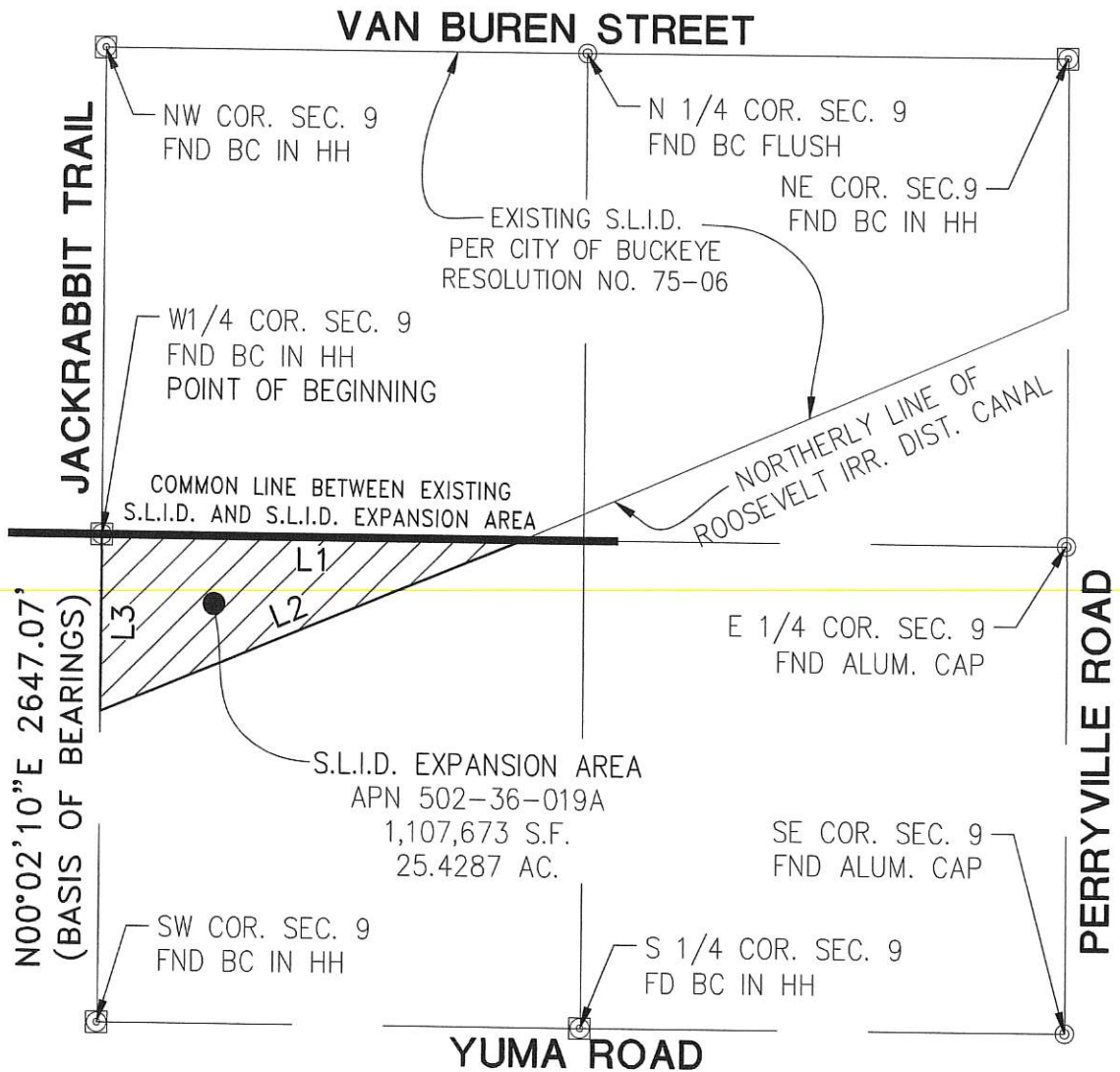
ASSESSOR'S PARCEL NUMBER	OWNER(S)
502-36-019A	GREATHEARTS ARIZONA



PROJ.NO.: 2198	2006-SLID-001 EXPANSION 555 S. JACKRABBIT RD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2024		
SCALE: 1"=1000'		
DRAWN BY: WLB	MAP EXHIBIT B	
CHECKED BY: DMS		

EXHIBIT C
MAP OF THE AREA

EXHIBIT "C"
CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
NO. 2006-SLID-001 EXPANSION
GREATHEARTS ACADEMY - ASSESSOR PARCEL NUMBERS



SECTION 9 - TOWNSHIP 1 NORTH RANGE 2 WEST

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°57'28"E	2309.37'
L2	S67°29'02"W	2500.59'
L3	N00°02'10"E	959.29'



PROJ.NO.: 2198	2006-SLID-001 EXPANSION 555 S. JACKRABBIT RD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2024		
SCALE: 1"=1000'		
DRAWN BY: WLB	MAP EXHIBIT C	
CHECKED BY: DMS		

When Recorded, Return to:

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

RESOLUTION NO. 16-24

**RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING
IMPROVEMENT DISTRICT NO. 2006-SLID-001 AND ORDERING
RECORDING AND FILING OF THIS RESOLUTION.**

WHEREAS, on December 05, 2006, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 76-06 ordering the formation of City of Buckeye Street Lighting Improvement District No. 2006-SLID-1 (the "*District*"), solely for the purpose of purchasing (and not generating) energy for lighting of public streets and parks; and

WHEREAS, the owner of certain property adjoining the District has filed a petition seeking to enlarge the District to include the property described in the attached *Exhibits A, B, and C* (collectively, the "*Annexed Area*"); and

WHEREAS, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District;

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

Section 1. District Enlargement. The District is enlarged by the addition of the Annexed Area, as shown on *Exhibits A, B, and C* attached hereto and incorporated by reference into this Resolution. The Assessor's parcel number(s) shown on *Exhibit B* are for convenience only. If either the legal description set forth in *Exhibit A* or the Assessor's parcel number(s) set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property; Annual Tax. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. The annual tax levied upon the District will remain in full force and effect and will apply to the District as enlarged by this Resolution. The District taxes will continue to be levied based on the number and classification of non-public parcels within the enlarged District, excluding those parcels which are publicly owned or owned by a homeowners' association.

Section 3. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. The City Clerk is further ordered and directed to file certified copies of this Resolution with the Director of the Arizona Department of Revenue and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257.

Section 4. Extension for Filing. If either the enlargement of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and City Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2024.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 16th day of April, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Attachments:

Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Number(s)
Exhibit C: Map of District Including Annexed Area

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 16-24 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on April 16, 2024 and the vote was ____ ayes, ____ nays, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: April 16, 2024.

Lucinda J. Aja, City Clerk

EXHIBIT "A"
CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
NO. 2006-SLID-001 EXPANSION
GREATHEARTS ACADEMY
LEGAL DESCRIPTION

A parcel of land situate within a portion of the Southwest quarter of Section 9, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the brass cap in hand hole accepted as marking the West quarter corner of said Section 9, from which the brass cap in hand hole accepted as marking the Southwest corner of said Section 9 bears South 00°02'10" West, a distance of 2647.07 feet;

Thence South 89°57'28" East along the Northerly line of said Southwest quarter of Section 9, a distance of 2309.37 feet to the Northwesternly line of the Roosevelt Irrigation District Canal;

Thence South 67°29'02" West along said Northwesternly line, a distance of 2500.59 feet to the Westerly line of said Southwest quarter of Section 9;

Thence North 00°02'10" East along said Westerly line, a distance of 959.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,107,673 sq. ft. (25.4287 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2198
Date: 01/04/2024

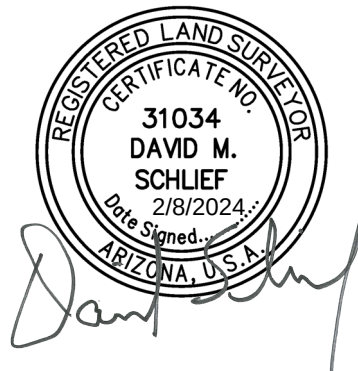


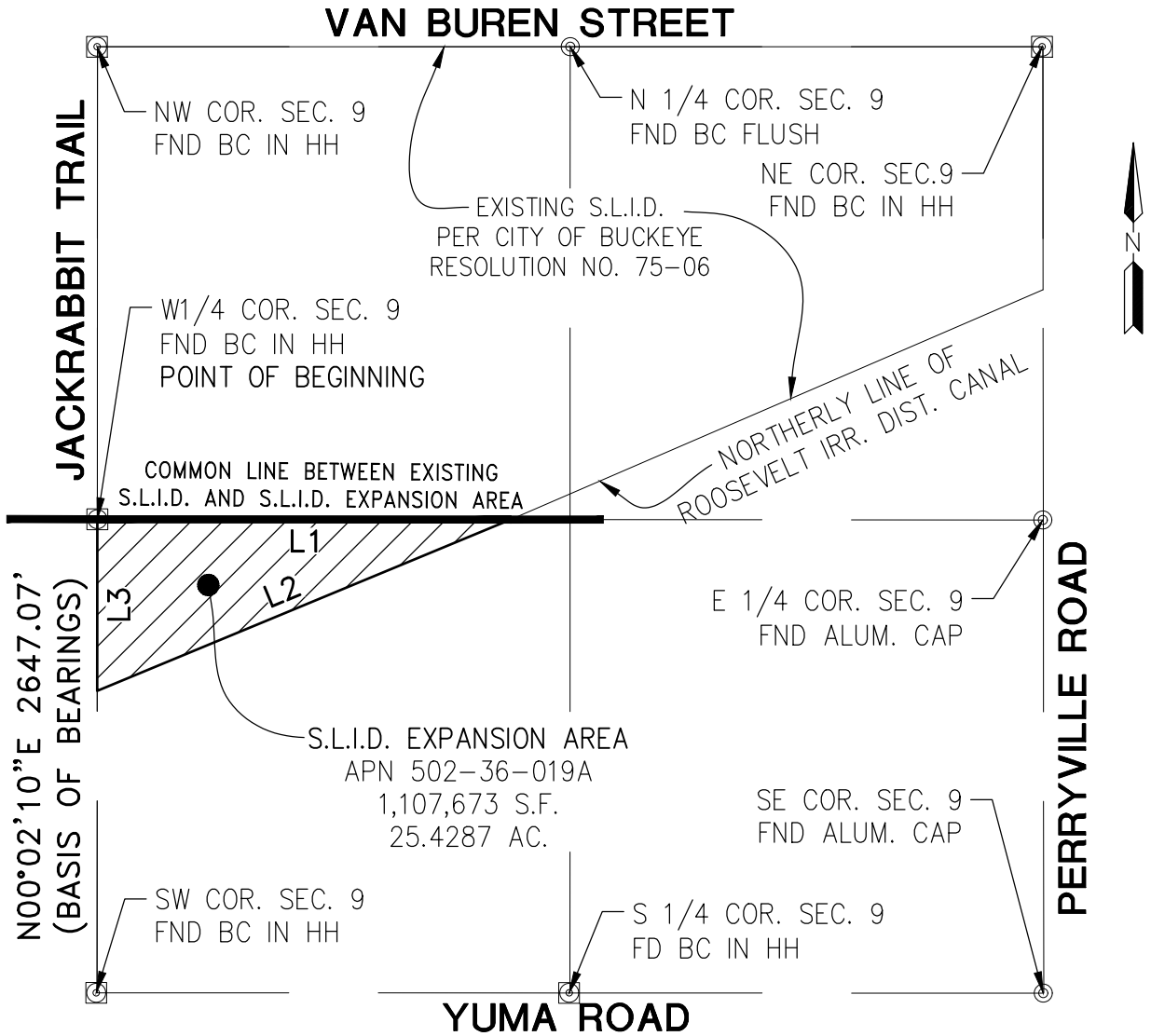
EXHIBIT "B"
CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
NO. 2006-SLID-001 EXPANSION
GREATHEARTS ACADEMY – ASSESSOR PARCEL NUMBERS

ASSESSOR'S PARCEL NUMBER	OWNER(S)
502-36-019A	GREATHEARTS ARIZONA



PROJ.NO.: 2198	2006-SLID-001 EXPANSION 555 S. JACKRABBIT RD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2024		
SCALE: 1"=1000'		
DRAWN BY: WLB	MAP EXHIBIT B	
CHECKED BY: DMS		

EXHIBIT "C"
 CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
 NO. 2006-SLID-001 EXPANSION
 GREATHEARTS ACADEMY - ASSESSOR PARCEL NUMBERS



SECTION 9 - TOWNSHIP 1 NORTH RANGE 2 WEST

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°57'28"E	2309.37'
L2	S67°29'02"W	2500.59'
L3	N00°02'10"E	959.29'



PROJ.NO.: 2198	2006-SLID-001 EXPANSION 555 S. JACKRABBIT RD BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2024		
SCALE: 1"=1000'		
DRAWN BY: WLB	MAP EXHIBIT C	
CHECKED BY: DMS		

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

MEETING DATE: 04/16/24	AGENDA ITEM: 4.B. FIN - Comprehensive Safety Action Plan - Approve, Accept and Carry Out the Terms and Conditions of the US Department of Transportation - Federal Highway Administration - Office of Safety, Safe Streets For All (SS4A) Award
DATE PREPARED: 04/10/24	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, accept, and execute a Grant Award from the US Department of Transportation (DOT) - Federal Highway Administration - Office of Safety, Safe Streets For All (SS4A), and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or agreement.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye has applied for and has been awarded the US DOT SS4A Grant. The total grant request and award is \$600,000 (80%) with a \$150,000 (20%) match required from the City, for a total program cost of \$750,000 (100%). The grant will fund the development of a comprehensive safety action plan to prevent roadway fatalities and serious injuries. The action plan will also establish standards to accommodate all users of the transportation system, including pedestrians, cyclists, passenger vehicles, commercial vehicles, micro-mobility users and persons with disabilities.

BENEFITS:

The safety action plan establishes processes, methods, and tools to strengthen the community's approach to roadway safety and saving lives. The safety action plan will target a date for achieving zero roadway fatalities and serious injuries. Additionally, the safety action plan will accommodate all users of the transportation system.

FUTURE ACTION:

After all grant funds have been expended, any future planning will be funded through the Engineering Department's general fund, unless future grant opportunities arise.

FINANCIAL IMPACT STATEMENT:

The Federal grant portion is \$600,000 (80%) with a \$150,000 (20%) match required from the City.

CURRENT FISCAL YEAR TOTAL COST:

\$50,000.00

BUDGETED:

Yes

FISCAL YEAR:

2024-2026

FUND/DEPARTMENT:

All

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

ATTACHMENTS:

[CAR Recap Summary SS4A - Awarded.docx](#)

[SS4A FY23 Funds Awarded email 10-30-23.pdf](#)

[SS4A Narrative 2 pages max.docx](#)

[SS4A FY23 Grant Agreement unsigned 4-8-24.docx](#)

U.S. Dept. of Transportation: Safe Streets For All (SS4A) Grant Awarded - Summary Recap

Project Description:



The City of Buckeye has applied for and has been awarded the US Department of Transportation, Safe Streets For All (SS4A) Grant. The total grant request and award is \$600,000 (80%), with a \$150,000 (20%) match required from the City, for a total program cost of \$750,000 (100%). The grant will fund the development of a comprehensive safety action plan to prevent roadway fatalities and serious injuries. The action plan will also establish standards to accommodate all users of the transportation system, including pedestrians, cyclists, passenger vehicles, commercial vehicles, micromobility users and persons with disabilities.

Project Cost



- \$ 750,000 (\$600,000 Reimbursable based on budget)

Required Match



- \$ 150,000

Grant Amount



- \$ 600,000

Plans Once Grant Expires:



- After all grant funds have been expended, any future planning will be funded through the Engineering Department's general fund, unless future grant opportunities arise.

Objectives and Expected Outcomes



- The objective is to develop a comprehensive safety action plan to prevent roadway fatalities and serious injuries.
- The expected outcome is achieving zero roadway fatalities and serious injuries for all users of the transportation system.

Time Period for the Grant



- FY 2024 – FY 2026

From: [Teicher, Paul \(OST\)](#)
To: [Rob Roach](#)
Subject: SS4A FY23 Funds Awarded
Date: Monday, October 30, 2023 8:31:28 AM

You don't often get email from paul.teicher@dot.gov. [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.]

To Whom It May Concern from City of Buckeye,

The City of Buckeye Safe Streets Action Plan, for the Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2023 Safe Streets and Roads for All grant program, was selected for an award of \$ 600,000 in Federal funding. Congratulations! This includes funding to develop an Action Plan.

This email is not authorization to begin work, and it does not guarantee Federal funding. The United States Department of Transportation (USDOT) and City of Buckeye UEI # WYJHKKNHLA38 must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation of award funds.

Immediate Next Steps: USDOT made the public announcements related to the awards on October 27, 2023. See the press release here: <https://www.transportation.gov/grants/ss4a/announcement>, and the award recipient list here: <https://www.transportation.gov/grants/ss4a/2023-awards>. We published a short summary of the proposal from your application on our Safe Streets and Roads for All website as part of the public announcement, pursuant to Section H Part 2 of the Notice of Funding Opportunity (NOFO). If you need to correct what is provided on our website once you see it, please let me know by emailing SS4A@dot.gov. The website link is <https://www.transportation.gov/grants/SS4A>.

What to Expect in the Next Few Weeks: My colleagues at the Federal Highway Administration (FHWA) are responsible for establishing and executing a SS4A grant agreement with City of Buckeye. You can expect to hear from a FHWA representative with your State's FHWA Division Office in the near future. In the weeks ahead you will receive more information about next steps, including an invitation to a FHWA-sponsored webinar for grant recipients to describe the process leading to an executed grant agreement. The webinar will be recorded for those who are unable to attend. In the meantime, if you have questions about next steps, please direct them to FHWA using the email SS4A.FHWA@dot.gov.

Finally, we ask for your patience as we work diligently toward executing grant agreements so your important safety work may begin. FHWA staff will be working with hundreds of new grant recipients to expeditiously process new grant agreements, and this will take time.

It's exciting to see so many communities on the path to improving roadway safety, and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Paul



Paul D. Teicher

Grantor, Safe Streets and Roads for All

Summary of Award Information:

Project Name: City of Buckeye Safe Streets Action Plan

Applicant: City of Buckeye

Unique Entity Identifier: WYJHKKNHLA38

Grant Type: Planning and Demonstration

SS4A Grant Funding Amount: \$ 600,000

Estimated Total Project Costs: \$ 750,000

Project Description: This award will be used by the City of Buckeye to develop a Comprehensive Safety Action Plan.

Preparing to Establish a Grant Agreement

The terms of the grant agreement will be in accordance with the FY 2023 SS4A NOFO and applicable Federal requirements. Below highlights key information to start becoming familiar with as the grant agreement development process begins.

- Scope of Activities: Your award is to develop an Action Plan.
 - Action Plan: The funding awarded to develop a comprehensive safety action plan must result in a final product that includes all Action Plan components outlined in Table 1 of the NOFO. See <https://www.transportation.gov/grants/ss4a/action-plan-components>.
- 2 CFR part 200: All SS4A awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in [2 CFR part 200](#) (NOFO p. 36). We encourage awardees to take the [free FHWA training](#) on these requirements (https://www.nhi.fhwa.dot.gov/course-search?tab=1&key=231034&sf=0&course_no=231034).
- Pre-Agreement Costs: No costs incurred before USDOT signs and executes the grant agreement will be reimbursed or counted toward the 20% match or cost-share requirement.
- Allowable Costs: To be considered allowable, costs incurred must be reasonable, necessary, and allocable, as described in [2 CFR Part 200 Subpart E – Cost Principles](#).
- Match and Cost-Sharing: Grant recipients are required to contribute no less than a 20% non-Federal match. Please review: <https://www.transportation.gov/grants/ss4a/match-and-cost-share-examples>.
- Maintenance Activities: Maintenance activities for an existing roadway primarily to maintain a state of good repair are not an eligible activity.
- Enforcement Activities: Any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. (NOFO p. 15)
- Educational and Outreach Materials: Any educational or outreach materials charged to the grant must align with the project goals and roadway safety. Costs of promotional items and

memorabilia, including models, gifts, and souvenirs are not allowable expenses. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable ([2 CFR § 200.421](#)). USDOT's [Use of DOT Funds for Public Involvement FAQs](https://www.transportation.gov/grants/dot-navigator/use-of-dot-funds-for-public-involvement) (<https://www.transportation.gov/grants/dot-navigator/use-of-dot-funds-for-public-involvement>) can assist in determining eligibility of related costs.

Narrative for the SS4A planning grant application

For purposes of this grant request, Buckeye is considered rural as Buckeye is located within an Urban Area with a population fewer than 200,000.

Buckeye is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. The 640 sq. miles present a challenge compounded by numerous response barriers. These are largely comprised of topographical challenges including the White Tank Mountains (WT) which separate sections of the City of Buckeye. No roads are planned thru WT due to the terrain and height of the range. All responses to the north and west of WT have to travel around the range. This creates a delayed response. Environmental Systems Research Institute (ESRI) estimates a 2023 population of 121,717 located 25 miles west of Phoenix. The community includes 37,486 households. Buckeye's main ethnic breakdown is 46% Latino, 42% White, and 5.6% Black. ESRI median household income is \$81,386, the median age is 34 years, and 8% of households are below poverty level. Buckeye has thousands of miles of dirt and gravel roadways. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and a high level of vulnerability to negative effects caused by external stresses on human health.

The City of Buckeye desires to develop a comprehensive safety action plan to prevent roadway fatalities and serious injuries within this rural community. The action plan will endeavor to include the Department's goal of Complete Streets, Equity, High-Injury Network, and Micromobility while taking a Safe System Approach, all as defined by the Safe Streets and Roads for All Notice of Funding Opportunity.

Buckeye desires to establish standards to accommodate all users of the transportation system, including pedestrians, cyclists, passenger vehicles, commercial vehicles, micromobility users and persons with disabilities. Buckeye does not have a public mass transit transportation system, however, Buckeye desires to pursue some type of transit system and an action plan could be the first step towards this goal. Buckeye desires to develop processes, methods, and tools to strengthen the community's approach to roadway safety and save lives.

It is intended that the action plan be fair and treat all persons equally and impartially. Buckeye expects that underserved neighborhoods within this rural Buckeye community will be a significant beneficiary of an action plan, and any subsequent implementation.

The action plan shall identify the highest recurrence of traffic incidents, especially those that resulted in fatalities or serious injuries.

The action plan will provide for pedestrian and micromobility for small, low-speed human or electric-powered modes of transportation, such as bicycles, scooters, electric-assist bicycles, electric-assist scooters, and lightweight, wheeled modes of conveyance.

The action plan will include Safe System Approach, wherein the action plan will address safety for all roadway users. This component intends to improve safety culture, increase collaboration of all potential

community partners (governmental, citizens, business, and community-based organizations), transit possibilities, transportation system design, forecast challenges and potential for accident incidents, and other components that may reduce fatalities and serious injuries, and save lives.

The result of receiving this grant award will be the development and completion of a comprehensive city-wide roadway safety action plan available to the public. The safety action plan will include the following components.

Leadership commitment and goal setting: Buckeye leadership has expressed a desire to commit to a goal of zero roadway fatalities and serious injuries. The proposed safety action plan will express Mayor and Council's public commitment. The safety action plan will target a date for achieving zero roadway fatalities and serious injuries.

Planning Structure: To implement the safety action plan, Buckeye will select a task force to oversee the development, implementation, and monitoring of the safety action plan.

Safety Analysis: Buckeye will complete a city-wide, historical research of crashes involving fatalities and serious injuries to develop a baseline. It is anticipated that this analysis will reveal any systemic issues, high-risk roadway features, special safety and health needs, environmental considerations, demographic considerations, and structural issues. The safety action plan will consider all roadway users, including but not limited to motorists (passenger and commercial), pedestrians and any public transit opportunities. The safety action plan will include a geospatial identification of higher-risk locations.

Engagement and Collaboration: Buckeye will request the input of the local community through outreach to the citizens, local businesses, and community-based organizations (CBO). Buckeye also intends to form an oversight task force to include but not be limited to: City Engineering, City Public Works, City Grant Management, City GIS, local citizens, a city councilperson, CBO, and local businesses.

Equity Considerations: The safety action plan development will incorporate inclusive and representative processes. Underserved communities, which have already been identified in this application through the use of the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Community Explorer Tool (ETCE), will be centers on concentration.

Policy and Process Changes: Buckeye will undertake to assess current policies, plans, guidelines, and standards to identify opportunities to improve how processes prioritize transportation safety. Where necessary, the safety action plan will adopt revised or new policies, guidelines, and standards.

Strategy and Project Selections: The safety action plan will identify the needs of the community roadway system and identify a comprehensive, prioritized set of projects and strategies over an established timeline, using data, best practices, and evidence.

Progress and Transparency: Buckeye shall perform a measurement of progress over time once the safety action plan has been established. Buckeye shall establish an ongoing transparency with the community to include annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries.

- | | | | | | | | | | | | | |
|--|---|---|----------------|-----------|------------------|-----------|----------------------|-----|--------------|-----|--------|-----|
| 1. Federal Award No. | 2. Effective Date
See No. 17 Below | 3. Assistance Listings No.
20.939 | | | | | | | | | | |
| 4. Award To
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | | | | | | | | | | | |
| Unique Entity Id.: WYJHKKNHLA38
TIN No.: 86-6000236 | | | | | | | | | | | | |
| 6. Period of Performance
Effective Date of Award –
24 months | 7. Total Amount
<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Federal Share:</td> <td style="text-align: right;">\$600,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$150,000</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$0</td> </tr> </table> | | Federal Share: | \$600,000 | Recipient Share: | \$150,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$0 |
| Federal Share: | \$600,000 | | | | | | | | | | | |
| Recipient Share: | \$150,000 | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | |
| Total: | \$0 | | | | | | | | | | | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) | | | | | | | | | | | |
| 10. Procurement Request No. | 11. Federal Funds Obligated
\$600,000 | | | | | | | | | | | |
| 12. Submit Payment Requests To
See Article 5. | 13. Accounting and Appropriations Data | | | | | | | | | | | |

14. Description of the Project

The City of Buckeye desires to develop a comprehensive safety action plan to prevent roadway fatalities and serious injuries within this rural community. The action plan will endeavor to include the Department's goal of Complete Streets, Equity, High-Injury Network, and Micromobility while taking a Safe System Approach, all as defined by the Safe Streets and Roads for All Notice of Funding Opportunity.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature
Name:
Title: Date

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature
Name:
Title: Agreement Officer Date

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Buckeye (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Buckeye Safe Streets Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Buckeye Safe Streets Action Plan

Application Date: 7-7-23

2.2 Award Amount.

SS4A Grant Amount: \$600,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The City of Buckeye desires to develop a comprehensive safety action plan to prevent roadway fatalities and serious injuries within this rural community. The action plan will endeavor to include the Department's goal of Complete Streets, Equity, High-Injury Network, and Micromobility while taking a Safe System Approach, all as defined by the Safe Streets and Roads for All Notice of Funding Opportunity. Buckeye desires to establish standards to accommodate all users of the transportation system, including pedestrians, cyclists, passenger vehicles, commercial vehicles, micromobility users and persons with disabilities. Buckeye does not have a public mass transit transportation system, however, Buckeye desires to pursue some type of transit system and an action plan could be the first step towards this goal. Buckeye desires to develop processes, methods, and tools to strengthen the community's approach to roadway safety and save lives. It is intended that the action plan be fair and treat all persons equally and impartially. Buckeye expects that underserved neighborhoods within this rural Buckeye community will be a significant beneficiary of an action plan, and any subsequent implementation. The action plan shall identify the highest recurrence of traffic incidents, especially those that resulted in fatalities or serious injuries. The action plan will provide for pedestrian and micromobility for small, low-speed human or electric-powered modes of transportation, such as bicycles, scooters, electric-assist bicycles, electric-assist scooters, and lightweight, wheeled modes of conveyance. The action plan will include Safe System Approach, wherein the action plan will address safety for all roadway users. This component intends to improve safety culture, increase collaboration of all potential community partners (governmental, citizens, business, and community-based organizations), transit possibilities, transportation system design, forecast challenges and potential for accident incidents, and other components that may reduce fatalities and serious injuries, and save lives.

The result of receiving this grant award will be the development and completion of a comprehensive city-wide roadway safety action plan available to the public. The safety action plan will include the following components.

Leadership commitment and goal setting: Buckeye leadership has expressed a desire to commit to a goal of zero roadway fatalities and serious injuries. The proposed safety action plan will express Mayor and Council's public commitment. The safety action plan will target a date for achieving zero roadway fatalities and serious injuries. The plan will investigate transit possibilities, transportation system design, forecast challenges and potential for accident incidents, and other components that may reduce fatalities and serious injuries, and save lives.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

It is anticipated that the City of Buckeye Safe Streets Action Plan will be completed within 24 months of receiving the fully executed award documents.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	24 months from signed documents
Planned Draft Plan Completion Date:	24 months from signed documents
Planned Final Plan Completion Date:	24 months from signed documents
Planned Final Plan Adoption Date:	24 months from signed documents
Planned SS4A Final Report Date:	24 months from signed documents

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	NA
Planned Construction Start Date	NA
Planned Evaluation Period End Date:	NA
Planned SS4A Final Report Date:	NA

Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	NA
Planned Draft Plan Completion Date:	NA
Planned Final Plan Completion Date:	NA
Planned Final Plan Adoption Date:	NA
Planned SS4A Final Report Date:	NA

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	NA
Planned Construction Start Date	NA

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Public Use Date:	NA
Planned SS4A Final Report Date:	NA

Implementation Schedule (Non-Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	NA
Planned Activity Completion Date:	NA
Planned SS4A Final Report Date:	NA

3.3 Project's Estimated Costs.

\$750,000

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$600,000
Other Federal Funds:	0
State Funds:	0
Local Funds:	\$150,000
In-Kind Match:	
Other Funds:	
Total Eligible Project Cost:	\$750,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only - NA

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Rob Roach
Grant Program Administrator
City of Buckeye
530 E. Monroe Avenue, Buckeye, AZ 85326
623-349-6165
rroach@buckeyeaz.gov

4.2 Recipient Key Personnel.

Name	Title or Position
John Willett	Senior Traffic Engineer
Rob Roach	Grant Program Administrator

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The City of Buckeye, Arizona

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: NA

Schedule: NA

Budget: NA

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds	600,000	80	600,000	80
Other Federal Funds	0	0	0	0
Non-Federal Funds	150,000	20	150,000	20
Total Future Eligible Project Costs	750,000	100	750,000	100
Total Project Costs	750,000	100	750,000	100

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

X	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i> Equity Considerations: The safety action plan development will incorporate inclusive and representative processes. Underserved communities, which have already been identified in this application through the use of the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Community Explorer Tool (ETCE), will be centers of concentration.
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Equity Considerations: The safety action plan development will incorporate inclusive and representative processes. Underserved communities, which have already been identified in the application through the use of the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Community Explorer Tool (ETCE), and will be centers of concentration.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i> The safety action plan development will incorporate inclusive and representative processes. The applicant has used in the application the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Community Explorer Tool (ETCE) and will be centers on concentration.
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The applicant has used in the application the Climate and Economic Justice Screening Tool (CEJST) and the Equitable Transportation Community Explorer Tool (ETCE) and will be centers on concentration.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

Not applicable because this is a planning only grant.

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

Not applicable.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/16/24	AGENDA ITEM: 4.C. PD - Resolution No. 15-24: Intergovernmental Agreement for Detention Services between City of Buckeye and Maricopa County
DATE PREPARED: 04/11/24	DISTRICT NO.:
STAFF LIAISON: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 15-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye and the County of Maricopa, Arizona, for detention services pursuant to Arizona Revised Statutes Section 31-121.

SUMMARY

PROJECT DESCRIPTION:

Currently, the City of Buckeye has been billed by Maricopa County Sheriff's Office for services without an official agreement in place. Pursuant to A.R.S. § 31-121 it is the duty of the Maricopa County Sheriff to receive and provide for prisoners ("Inmates") who have been committed to jail by competent authority; and Maricopa County, through the Maricopa County Sheriff provides Inmates with necessary housing, food, clothing and bedding. The City of Buckeye is responsible for the costs of incarceration of the following persons: a person who is arrested by a peace officer employed by the City of Buckeye and who is charged in the municipal court and housed in the County Jail; and /or a person who is convicted in the municipal court and sentenced to the County Jail.

The IGA sets both compensation for Maricopa County, as well as standards for booking and processing. The IGA will retroactively begin on March 1st, 2024, and continue for an initial term of 5 years. Parties may extend the period of the agreement for additional 5 years as needed or until the County and City of Buckeye agree upon termination. The County Sheriff is solely responsible for housing municipal Inmates and for supervising County Jail personnel and officers and for other matters incidental to the services provided.

BENEFITS:

The IGA benefits the City of Buckeye, as we do not currently have adequate processing and housing abilities for inmates that are currently sentenced or awaiting sentencing. If the City were to build such facilities and staff them - it would present an undue financial burden on the city, whereas Maricopa County Sheriff already has the facilities and necessary staffing to provide detention services. The fees charged by Maricopa County Sheriff are set yearly, with annual increases.

FINANCIAL IMPACT STATEMENT:

Booking rates for the 2024 fiscal year are as follows:

Housing - \$127.13 per day per inmate

Booking - \$608.12 per inmate

These rates are an 11.5% and 10.9% increase, respectively, over fiscal year 2023. These rates rise an average of 10.5-11.5% yearly.

CURRENT FISCAL YEAR TOTAL COST:

\$505,000

BUDGETED:

Yes

FISCAL YEAR:

2024

FUND/DEPARTMENT:

Police Department

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

ATTACHMENTS:

[Maricopa County Final Jail Per Diem Billing Rates for FY2024.pdf](#)

[2024-0313_-_IGA_for_County_Detention_Services_Buckeye_Draft__FINAL.docx](#)

[Resolution_No._15-](#)

[24_IGA_for_Detention_Services_between_the_City_of_Buckeye_and_Maricopa_County_Sheriff_s_office_FINAL.docx](#)


Assistant County Manager

 301 W. Jefferson St., 10th Floor
 Phoenix, Arizona 85003

P: 602-372-7020

F: 602-506-3436

Maricopa.gov
To: Maricopa County Detention Billing Agencies

From: Lee Ann Bohn, Assistant County Manager 
Date: January 25, 2023

Subject: Final Jail Per Diem Billing Rates for FY2024

The purpose of this memorandum is to provide the **final** jail per diem billing rates for FY2024. The following table illustrates the final Jail Per Diem Rates that will be effective July 1, 2023.

Jail Per Diem Rates	FY2024 Rate	FY2023 Rate	Difference	Percent Change
Housing Rate	\$ 127.13	\$ 114.02	\$ 13.11	11.5%
Booking Rate	\$ 608.12	\$ 548.45	\$ 59.67	10.9%

The FY2024 jail per diem billing rates were developed as part of a comprehensive jail per diem rate study performed by MGT Consulting (MGT). MGT is a recognized expert for preparing cost allocation models and has been used in prior years to review the methodology and rate development used in calculating the jail per diem billing rates.

The following provides detail as to the primary impacts on the FY2024 jail per diem billing rates.

The FY2024 jail per diem billing rates consist of housing and booking rates based on the Maricopa County Sheriff's Office (MCSO) and Correctional Health Services (CHS) FY2023 budgeted direct and indirect costs and the Central Service Cost Allocation (CSCA) charges, which include technology infrastructure, depreciation, facility maintenance, and other allocated costs. The rates are then derived by dividing the budgeted costs by the units of service, man days or bookings for the housing rate and booking rate, respectively. Budgeted costs for the development of the FY2024 rate totaled approximately \$358.8 million, an increase of \$25.0 million or 7.5% from the prior year. Approximately 95% of the budgeted costs are absorbed by Maricopa County while 5% is estimated to be recovered through jail per diem charges to the utilizing jurisdictions.

Of the budgeted costs, MCSO had an increase in housing costs and booking costs of \$14.9 million or 6.5% and \$4.2 million or 12.2%, respectively. CHS had an increase in housing costs of \$7.3 million or 12.5% and a decrease in booking costs of \$1.4 million or 11.0%. The increased costs can primarily be attributed to an increase in budgeted personnel costs for both MCSO and CHS. Specifically, budgeted personnel costs increased for those eligible for pay-for-performance salary adjustments, market adjustments, and an increase in benefits costs.

January 25, 2023
Final Jail Per Diem Billing Rates for FY2024
Page 2 of 2

As noted above, the jail per diem billing rates are derived by dividing the budgeted costs by the units of service, man days or bookings for the housing rate and booking rate, respectively. Thus, a significant contributor to the annual change in booking and housing rates is the change in bookings and man days (housing days). Each year, the bookings and man days fluctuate due to a number of factors and since FY2021, the utilization has also been affected by the COVID-19 pandemic. To account for abnormal fluctuations in utilization and to smooth out year-over-year changes in bookings and man days, the County began using a five-year utilization average to calculate the jail per diem billing rates for costing models beginning in FY2023. For FY2024, the five-year average for custody man days decreased from 2,596,110 to 2,507,933 or 3.4%. In addition, the five-year average for number of bookings decreased from 87,053 to 83,125 or 4.5%. As the utilization (bookings or man days) drives the total cost per unit (i.e., bookings or man days), a decrease in the utilization results in the total cost being spread over fewer units. Thus, the decreases in the bookings and man days resulted in an increase in both the booking and housing rates.

Questions regarding Detention Facilities, please contact Jim Prindiville, MCSO Chief Financial Officer, at (602) 876-1614 or via email to: J_Prindiville@MCSO.Maricopa.gov.

Questions regarding Correctional Health Services, please contact Cody Johnson, Finance Manager, at (602) 506-1070 or via email to: Cody.Johnson@Maricopa.gov.

Maricopa County will publish the Final jail per diem rates at the following location:
<https://www.maricopa.gov/5167/Financial-Reports>.

If you have any questions, please contact Bridget Harper, Office of Budget and Finance, Deputy Finance Director, at (602) 506-6410 or via email to: Bridget.Harper@Maricopa.gov.

cc: City/Town Manager

INTERGOVERNMENTAL AGREEMENT

FOR COUNTY DETENTION SERVICES

Between

MARICOPA COUNTY

ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE

AND

THE CITY OF BUCKEYE, ARIZONA

C-50-24-____-____-____

PREAMBLE

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2024, by and between Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Supervisors ("Maricopa County" or "County") on behalf of the Maricopa County Sheriff's Office ("MCSO") and City of Buckeye ("Municipality") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to A.R.S. § 31-121 it is the duty of the Maricopa County Sheriff to receive and provide for prisoners and County owns detention facilities ("County Jail") for housing persons ("Inmates") who have been committed to jail by competent authority; and

WHEREAS, County, through the Maricopa County Sheriff ("County Sheriff"), provides Inmates with necessary housing, food, clothing and bedding; and

WHEREAS, pursuant to A.R.S. § 31-121(D), Municipality is responsible for the costs of incarceration of the following persons: (1) a person who is arrested by a peace officer employed by Municipality and who is charged in the municipal court and housed in the County Jail; and (2) a person who is convicted in the municipal court and sentenced to the County Jail (collectively, "Municipal Inmates"), and

WHEREAS, County and Municipality desire to enter into an intergovernmental agreement with one another to contract for services and payment of costs relating to the incarceration of Municipal Inmates in the County Jail, and

WHEREAS, County and Municipality are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.* and 31-121.

NOW, THEREFORE, in consideration of the mutual performance of services by County and payment by Municipality as set forth herein, Maricopa County and Municipality agree as follows:

AGREEMENT

1. Authority

The above Recitals are incorporated into this Agreement and all rights and obligations of the Parties shall be governed by the terms of this Agreement.

2. Definitions

As used throughout this Agreement, defined and capitalized terms set out in the body of this Agreement are synonymous with the definitions set out in this section. Ambiguity as to a defined term in the body of this Agreement shall be resolved in favor of the definition of the term below.

- 2.1. **Agreement** means this document and all exhibits, attachments and appendices, including all subcontracts or amendments, attached hereto.
- 2.2. **Municipal Inmate** means a person arrested and booked into a County Jail pursuant to A.R.S. § 31-121(D) and charged in Municipality's Court or sentenced to the County Jail by Municipality's Court. Municipal Inmate does not include a person arrested for and charged in Superior Court, irrespective of whether a municipal warrant is outstanding for that person.
- 2.2.1 **Designated Class 6 Felonies** are for the limited purpose of this Agreement only, all offenses designated as misdemeanors pursuant to A.R.S. § 13-604 and deferred to Municipality for prosecution in Municipality's Court. Inmates with Designated Class 6 Felonies are **not** considered a Municipal Inmate for purposes of this Agreement and therefore will **not** be a Municipal Cost or charge that is a responsibility of Municipality.
- 2.3. **Correctional Health Services ("CHS")** means the Maricopa County department that provides Health Care Services to Inmates in the County Jails. As used in this Agreement "CHS" includes and incorporates any successor, assign, employees, contractor, subcontractor, designee or County budgetary unit performing any or all of the duties of CHS.
- 2.4. **County** means Maricopa County, a political subdivision of the State of Arizona.
- 2.5. **County Jail or Jails** means all facilities under the control or supervision of Maricopa County, or the County Sheriff, and whose primary purpose is to incarcerate persons.
- 2.6. **County Sheriff or MCSO** means the Maricopa County Sheriff's Office and those activities and facilities for which it has legal responsibility.
- 2.7. **First Day Booking/Processing Rate** is a rate for the initial first calendar day of booking and receiving a Municipality's Inmate into jail and is based upon a rate established by the Maricopa County Board of Supervisors. The First Day rate includes health care services, where applicable, provided to a Municipal Inmate, including services provided in a County Jail or by any other health care provider.
- 2.8. **Health Care Services** include medically necessary medical and mental health services provided to a Municipal Inmate, where applicable.
- 2.9. **Housing Per Diem Rate** is a rate established by the Maricopa County Board of Supervisors that is charged for incarcerating and maintaining a Municipal Inmate in a County Jail housing unit beginning the calendar day immediately following the calendar day on which the individual was booked into the County Jail. The final day of incarceration shall not be included in the Housing Per Diem Rate invoice. The Per Diem rate includes health care services, where applicable, provided to a Municipal Inmate, including services provided in a County Jail or by any other health care provider.
- 2.10. **Municipality** means the City or Town that is a signatory to this Agreement.
- 2.10. **Municipal Cost** means any costs the Municipality is responsible to pay for Municipal Inmates.
- 2.11. **Municipal Credit** is a credit against the cost of incarceration pursuant to Section 4.5 below.

3. **Term of Agreement**

This Agreement shall become effective retroactively to March 1, 2024 ("Effective Date") and shall have a term of five (5) years from the Effective Date. After the initial term, the Parties may extend the period of this Agreement for additional five year terms, or for such other period as may be agreed upon in writing.

4. **Compensation for County by Municipality**

4.1. **Setting of Rates. Housing Per Diem and First Day Booking/Processing.** The Maricopa County Board of Supervisors shall establish rates for the Housing Per Diem and First Day Booking/Processing as follows:

4.1.1. By December 1st of each year, Maricopa County will provide the preliminary detention inmate housing and booking rates to be effective July 1st of the following fiscal year.

4.1.2. By February 1st of each year, Maricopa County will provide the final detention inmate housing and booking rates to be effective July 1st of the following fiscal year.

4.1.3. In the event the Board does not establish such rate(s) as of July 1st, the rate(s) most recently established shall continue in effect until the Board of Supervisors establishes the new rates.

4.2. **First Day Booking/Processing Rate.** Municipality shall pay the County the prevailing First Day Booking/Processing Rate established by the Board of Supervisors, for the first calendar day of booking and processing each Municipal Inmate into the County Jail. Housing Per Diem Rate will not be charged for the Municipal Inmate's first day of incarceration.

4.3. **Housing Per Diem Rate.** Municipality shall pay the County the prevailing Housing Per Diem Rate established by the Board of Supervisors, for each calendar day, or portion thereof, that a Municipal Inmate is housed in the County Jail, excluding the calendar day for which the Municipality is assessed the First Day Booking/Processing Rate and the final calendar day of incarceration (e.g., if a Municipal Inmate is booked into County Jail on Friday evening and released at noon the next day (Saturday) on bail or on his or her own recognizance, the Municipality shall pay County the First Day Booking/Processing Rate only, and exclude Saturday from the Housing Per Diem Rate invoice because it is the final day of incarceration.)

4.4. **Second Conviction DUI.** For Municipal Inmates who are incarcerated for a second offense DUI conviction under A.R.S. §§ 28-1381 or 28-1382, the Municipality shall be charged fifty percent (50%) of the First Day Booking/Processing Rate and fifty percent (50%) of the Housing Per Diem Rate. The 50% is effective only once the inmate is convicted. Maricopa County has requested a legal review of this current practice and reserves the right to change this practice at any time.

4.5. **Limitation on Municipal Credits.** Municipality may obtain a "Municipal Credit" against a Municipal Cost for a Municipal Inmate who is subsequently charged in a Justice Court or in the Superior Court, for a felony arising from the booked charges.

4.5.1. In the event of a Municipal Inmate who is subsequently charged in a Justice Court or in the Superior Court for a felony arising from the booked charges, the Municipal Credit is effective from the date the felony charge is filed. The

Municipal Credit is not retroactive to date of booking.

- 4.5.2. In the event of a Municipal Inmate who is subsequently charged with both a misdemeanor and felony arising from the booked charges, the Municipal Credit will be apportioned according to the Municipality producing satisfactory written documentation of any Municipal credit sought under this section, within ninety (90) days of the invoice date for the Municipal Inmate. County shall not reimburse any credit claimed by Municipality for a felony arising from the booked charges that is filed more than ninety (90) days after the County's invoice date.
- 4.6. **Copayment.** To the extent authorized by law, County may charge Municipal Inmates a copayment for each health care service or prescription that is provided by Correctional Health Services. Municipality is not responsible for the Municipal Inmate's copayment. No inmate will be refused health care services for financial reasons.
- 4.7. **Pre-Incarceration Health Care Services.** Pre-booking and pre-incarceration health care services provided to Municipal Inmates (including those provided to a Municipal Inmate who self-surrenders, but requires medical, health and mental health services in order to be admitted to jail) are not the subject of this Agreement. Nothing in this Agreement is intended to create or provide any third party rights or third party beneficiary rights.
- 4.8. **Third Party Liability.** This Agreement shall not relieve any responsible third party of liability for health care services, including the Municipal Inmate.

5. Invoicing

- 5.1. **Municipality's Duty to Track Municipal Inmates by Booking Number.** The Parties shall minimize problems in tracking or identifying a Municipal Inmate so that their staffs will not perform unnecessary research concerning the financial responsibility for the Municipal Inmate. The Parties acknowledge that the relevant data for tracking and identifying an Inmate is the MCSO Booking Number assigned to the Municipal Inmate by the Jail when the Municipal Inmate is fingerprinted and booked into the Jail. Therefore, the Parties shall, at a minimum, track each Municipal Inmate by MCSO Booking Number and shall refer to the MCSO Booking Number to confirm whether an Inmate in the County's invoice is a Municipal Inmate.
- 5.2. **Invoicing for Amounts Due.** MCSO will invoice Municipality monthly for all Municipal Costs due to County per Section 4 of this Agreement. Municipality shall pay County's invoiced charges within forty five (45) days of the invoice date.
- 5.3. County may terminate this Agreement pursuant to Section 11, Termination, for failure or refusal by Municipality to pay any balance due under this Agreement. Notwithstanding termination, the Parties agree Municipal Costs and Municipal Credits not in dispute will be paid. Costs and Credits in dispute will be addressed pursuant to Section 10 until such Costs and Credits are not in dispute, which at such time will be paid, accordingly.
- 5.4. **Invoicing Adjustments.** Municipality may request a credit or adjustment (i.e., a Municipal Credit) of any portion of an invoice that Municipality believes is in error, provided satisfactory written documentation is received within (90) days from the invoice date. Credits or adjustments that have not been requested in writing within the 90-day

period shall be deemed waived, and an adjustment or credit will not be given.

6. **Audit**

The Parties must give thirty (30) calendar days prior written notice to each other prior to conducting an audit of records. The Parties agree that the ability to conduct audits survives the termination of this Agreement for up to three (3) years, consistent with the provisions in Records, Section 13.2.

7. **Performance by Sheriff and County**

7.1. **Performance by County Sheriff.** The County Sheriff shall receive Municipal Inmates for booking, detention, and incarceration and determination of medical stability by CHS or the County Sheriff at a booking facility. The County Sheriff is responsible for housing Municipal Inmates and for supervising County Jail personnel and officers and for other matters incidental to detention services.

7.2. **County Jail Regulations and Standard of Conduct.** Municipal Inmates will be, and are, subject to the same rules and regulations that govern all inmates in the County Jail.

7.3. **County Sheriff's Determination is Conclusive.** Notwithstanding anything to the contrary in this Agreement, the County Sheriff is solely responsible for housing Municipal Inmates and for supervising County Jail personnel and officers and for other matters incidental to the services provided under this Agreement. In the event of a dispute between the Parties as to the extent of the County Sheriff's duties and responsibilities under this Agreement, or the minimum level of care or acceptable manner of performance of such service, the determination made by the County Sheriff shall be final and conclusive, subject to Municipality's right to perform an audit of billings pursuant to Section 6 herein.

8. **Performance by Municipality**

The Municipality is responsible for the care and supervision of all arrestees while in a County booking facility until the booking process is complete and County jail personnel have accepted the arrestee.

9. **Medical and Health Care Information**

The Parties shall comply with any and all Federal and State laws (*i.e.*, the Health Insurance Portability and Accountability Act ("HIPAA")), rules and regulations regarding the confidentiality of individual health information and health care records.

10. **Mandatory Alternative Dispute Resolution**

The Parties to this Agreement agree to exercise commercially reasonable efforts to resolve any disputes that arise regarding the terms of this Agreement through informal settlement communications, with the goal of expedient, amicable resolution. If any dispute relating to this document cannot be resolved expediently on an informal level, then the parties will resolve the dispute according to a process that is reasonably similar to, as

agreed to by the Parties, the arbitration provisions in A.R.S. §12-1501 et. seq. and Rules 72 through 77, Arizona Rules of Civil Procedure.

11. Termination

Either Party may terminate this Agreement, in whole or in part, as follows:

- 11.1. Upon delivery of a written notice of termination to the other Party not less than one hundred eighty (180) calendar days prior to the termination date.
- 11.2. Upon one Party's default of the material terms, including financial terms, of this Agreement and failure to cure the default within sixty (60) calendar days of a written notice of default served on behalf of the non-defaulting Party as provided in this Agreement.
- 11.3. The Parties shall continue to perform their respective obligations until the Agreement has terminated.

12. Insurance and Indemnity

- 12.1. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought in any state or federal court against either Party.
- 12.2. The Parties will secure and maintain adequate insurance coverage (including but not limited to public entity insurance) for any and all risks that may arise under this Agreement. The Parties may fulfill this insurance obligation by acquiring commercial insurance or by maintaining and operating a self-insurance program. Upon request, the Parties shall exchange certificates of insurance or self-insurance.
- 12.3. Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as the "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, agents, officials, employees or volunteers. This general indemnity shall extend to the fullest extent permitted by law. If any such injury, damage or death shall arise in part, but not in whole, out of both Parties' negligence, then contribution rights shall apply in accordance with applicable Arizona law.

13. Miscellaneous

- 13.1. **Integration.** This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any change, modification or extension of this Agreement must be in the form of a written amendment and signed by the Parties.
- 13.2. **Records.** Except for medical information and health care records governed by Federal and State laws (*i.e.*, HIPAA), the Parties shall maintain and upon request furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement for a period of three (3) years after the end of the fiscal year in which such records or documents are created or received. Such retention complies with Arizona State Library, Archives and Public Records (AZLAPR) General Record

Retention Schedule for all Public Bodies related to Finance Records.

- 13.3. **Non-Discrimination and Equal Employment Opportunity.** Each Party shall not discriminate against anyone because of race, age, disability, color, religion, gender or national origin and will take action to insure that applicants are employed and that employees are treated fairly during employment without regard to their race, age, disability, color, religion, gender or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Parties shall comply with applicable federal, state or local laws or regulations that mandate equal access for all persons to employment opportunities. Such applicable laws and regulations include the following: Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; The Immigration Reform and Control Act of 1986 (IRCA); The Americans with Disabilities Act; the Legal Arizona Workers Act and Arizona Executive Order 99-4.
- 13.4 **Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, the parties warrant and certify that they do not currently, and agree that they will not use for the duration of this Agreement 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 parties become aware that they are not in compliance with this paragraph, they shall notify the other party of the noncompliance within five business days of becoming aware of it. If the parties fail to provide a written certification that they have 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 its termination date.
- 13.5. **Notice.** Unless otherwise expressly provided herein, legal notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless a later effective date is indicated in said notice.

For Municipality:

City of Buckeye
Attn: Dan Cotterman
City Manager
530 E Monroe Ave
Buckeye AZ 85326

With a copy to:
City of Buckeye
Attn: K. Scott McCoy
City Attorney
530 E Monroe Ave
Buckeye AZ 85326

For Maricopa County:

Jen Pokorski
Maricopa County Manager
301 West Jefferson, 10th Floor
Phoenix, Arizona 85003

For Maricopa County Sheriff:

Russ Skinner, Sheriff
Maricopa County Sheriff's Office
550 W Jackson Street
Phoenix, Arizona 85003

- 13.6. **Time of the Essence.** Time is of the essence of this Agreement, all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.
- 13.7. **Severability.** In the event competent authority finds that the law prohibits any term or provision of this Agreement, such a finding shall not render the remaining portions of this Agreement invalid or inoperative.
- 13.8 **No Waiver of Strict Compliance.** A Party's failure to insist in any one or more instances upon the other Party's full and complete performance of this Agreement or to take any action permitted as a result of such non-performance, shall not be construed as waiving or relinquishing the right to demand full and complete performance of the same or any other covenant or condition in the past or in the future.
- 13.9 **Accord and Satisfaction.** The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- 13.10 **Applicable Law.** This Agreement shall be interpreted in accordance with Arizona law, and subject to A.R.S. § 38-511. Any litigation arising from the agreement, or the performance thereof, will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
- 13.11 **Appropriations.** Every payment obligation of the Municipality under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligation. Continuation of this Agreement after the close of the fiscal year of the City of Buckeye ("City"), which ends June 30 of each year, is subject to the approval of the budget of the City providing an appropriation covering this item as an expenditure. The City does not represent that such budget item will be actually adopted, as that determination is made by the City Council at the time of the adoption of the budget. If funds are not appropriated for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision.
- 13.12 **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.

13.13 **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. E-signed, faxed, copied and scanned signatures are acceptable as original signatures.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the date set forth above.

MARICOPA COUNTY

**CITY OF BUCKEYE, a municipal
corporation**

BOARD OF SUPERVISORS

BY: _____
Chairman

BY: _____
Eric W. Orsborn, Mayor

ATTEST:

ATTEST:

BY: _____
Clerk of the Board

BY: _____
Lucinda J. Aja, City Clerk

Maricopa County Sheriff

BY: _____
Russ Skinner, Sheriff

This Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona, per A.R.S. §§ 11-951 *et. seq.*

MARICOPA COUNTY ATTORNEY

CITY OF BUCKEYE'S ATTORNEY

BY: _____
Deputy County Attorney

BY: _____
K. Scott McCoy, City Attorney

RESOLUTION NO. 15-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE AND THE COUNTY OF MARICOPA, ARIZONA, FOR DETENTION SERVICES PURSUANT TO ARIZONA REVISED STATUTES SECTION 31-121.

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

WHEREAS, A.R.S. § 31-121 provides, among other things, that a person who is arrested by a peace officer employed by a city and who is charged in a municipal court as defined in A.R.S. § 22-401 (i) may be housed in a county jail; (ii) the costs of this incarceration shall be paid by the city that established the municipal court in which the charges are to be filed; and (iii) two (2) or more municipalities or counties may enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS, the City of Buckeye (“City”) and Maricopa County (“County”) have negotiated the terms of an Intergovernmental Agreement for detention services to house persons arrested by city police officers, to take effect as set forth in the IGA and that is the subject of this Resolution.

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

Section 1. The IGA between the City of Buckeye and Maricopa County for detention services to house persons arrested by City police officers, the costs of which are to be paid by the City to the County, is hereby approved in the form on file with the City Clerk.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 16th day of April, 2024.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

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

MEETING DATE: 04/16/24	AGENDA ITEM: 4.D. MC - Resolution No. 21-24 Approving the Intergovernmental Agreement Between the City of Buckeye and the Superior Court of Arizona in Maricopa County Relating to Jury Services.
DATE PREPARED: 04/10/24	DISTRICT NO.:
STAFF LIAISON: John Burkholder, Presiding Judge, jburkholder@buckeyeaz.gov, (623) 349-6510	
DEPARTMENT: Municipal Courts	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. 21-24 authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Buckeye and the State of Arizona on behalf of the Superior Court of Arizona in Maricopa County relating to jury services.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approving the intergovernmental agreement between the City of Buckeye and Superior Court of Arizona in Maricopa County for jury services from July 1, 2024 through June 30, 2026 with an option to renew for four additional two-year terms, to expire no later than June 30, 2034.

The agreement sets up duties and reimbursement for services between City of Buckeye Municipal Courts and Maricopa County Superior Court of Arizona pertaining to jury services including requesting the Superior Court to provide a list of potential jurors, printing and issuing summons for jurors on behalf of the Municipal Court, and processing payment of jury fees and reimbursements based on fees established in the agreement.

BENEFITS:

This IGA will allow for the efficient administration and management of jury pools needed for jury eligible trials.

FUTURE ACTION:

First renewal will be in 2026, with option to renew four (4) two-year terms until 2034.

FINANCIAL IMPACT STATEMENT:

It is anticipated the costs associated with this IGA will not exceed \$15,000.00 annually.

CURRENT FISCAL YEAR TOTAL COST:

None.

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

ATTACHMENTS:

[IGA_Between_State_of_Arizona_and_City_of_Buckeye_for_Jury_Services FINAL.docx](#)
[Resolution No. 21-24 IGA for Jury Services COB Municipal Court and Superior Court of Arizona at Maricopa County FINAL.docx](#)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

and

THE CITY OF BUCKEYE, ARIZONA

This Intergovernmental Agreement (“IGA” or “Agreement”), is entered into between the State of Arizona on behalf of the Superior Court of Arizona, in and for the County of Maricopa (“Superior Court”), and the City of Buckeye, Arizona on behalf of its municipal court (“Municipal Court”), for jury services. The Superior Court and the Municipal Court are sometimes collectively referred to, herein, as “parties” and sometimes individually as “party.”

1. RECITALS

WHEREAS, the Superior Court has historically offered certain jury services to certain municipal courts in Maricopa County; and

WHEREAS, Municipal Court desires to use the jury services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide jury services as specified herein.

3. AUTHORITY

The Superior Court has the duty and authority to summon jurors. A.R.S. § 21-301 *et seq.* The Municipal Court has the duty and authority to summon jurors. A.R.S. §§ 21-301 *et. seq.*, 22-401 *et. seq.* The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1, 2024 (“Effective Date”), and shall expire June 30, 2026 (“Expiration Date”). The parties may renew this IGA in writing for four additional two-year terms, to expire no later than June 30, 2034. If the Municipal Court wishes to renew this IGA, it must notify the Superior Court at least ninety (90) days in advance of the Expiration Date. If City Council approval is required and has been obtained to enter into this IGA, renewal may be executed by the City Manager without further City Council action. The Municipal Court understands and agrees that the Superior Court may increase the cost per summons or cost per compact disc (“CD”) at the time of renewal to reflect an

increase in actual costs, and any such cost increase shall be provided to the Municipal Court prior to the commencement of any renewal term.

- B. Either party may terminate this IGA for any reason upon thirty (30) days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for jury services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

- A. If the Municipal Court in paragraph 6, below, elects to have the Superior Court print and mail summons, the Superior Court shall do the following on behalf of the Municipal Court:
 - i. The Superior Court will print and mail a summons to potential jurors on behalf of the Municipal Court. The potential jurors will be selected to receive a summons from a master jury list in accordance with state law. *See* A.R.S. § 21-301 *et seq.* In addition to printing and mailing the summonses, the Superior Court will field phone calls about postponements, excuses, and disqualifications.
 - ii. The Superior Court shall include the phone number provided by the Municipal Court on all summonses for potential jurors issued a summons to call and listen to a recording and/or to inquire about whether they must report at the date and time specified in the summons. The Superior Court is not responsible for maintaining or staffing this phone line or recording.
 - iii. The Superior Court shall process the payment of jury fees and mileage reimbursements.
 - iv. The Superior Court is not responsible for setting up the Remote Access Services ("RAS") account or providing maintenance or services related to the RAS account. The RAS accounts and related maintenance or services are provided through the Office of Enterprise Technology ("OET").
- B. If the Municipal Court in paragraph 6, below, elects to have the Superior Court provide a CD with the names and addresses of potential jurors to whom the Municipal Court may issue its own summonses, the Superior Court shall provide a CD within ten (10) business days with one-hundred (100) such names. If the Municipal Court elects to have the Superior Court provide a CD, the CD is the only product or service provided by the Superior Court, and the Superior Court will not: print and mail the summonses; field phone calls about postponements, excuses, disqualifications; or process payment of jury fees and mileage reimbursements.

- C. The Superior Court shall submit bills to the Municipal Court on a quarterly basis, except the Superior Court may bill for the CDs and RAS accounts at the time they are provided.

6. DUTIES OF MUNICIPAL COURT

- A. On or before the start of the term of this IGA and any renewal terms, the Municipal Court shall elect in writing to the Superior Court Jury Office whether the Municipal Court wants the Superior Court to print and mail summonses, wants a RAS account, and/or wants a CD with the names and addresses of potential jurors to whom the Municipal Court may print and issue its own summonses. The Municipal Court may make its election by checking one of the options below, or it may otherwise make this election in writing to the Superior Court Jury Office.

____Print and Mail Summons ____CD with Juror Names ____Number of RAS accounts

- B. The Municipal Court agrees to pay the following fees, depending on the elections made by the Municipal Court:

- i. A fee of \$2.90 for each summons printed and mailed by the Superior Court on behalf of the Municipal Court.
- ii. The Municipal Court shall reimburse the Superior Court for the daily attendance fees and mileage reimbursements the Superior Court pays to jurors on behalf of the Municipal Court.
- iii. A \$50.00 activation fee and an \$8.00 monthly subscriber fee for each RAS account. Each person who enters data or has access through a RAS account must have his/her own account. The Municipal Court must notify the Superior Court and OET when the Municipal Court changes RAS account users. If the Superior Court incurs additional fees or costs from OET related to RAS accounts for the Municipal Court, the Municipal Court shall reimburse the Superior Court for such reasonable and justifiable fees or costs.
- iv. A fee of \$25.00 for each 100 potential jurors listed on the CD.
- v. A fee of \$150.00 if the Municipal Court fails to timely enter juror data, as set forth below.

- C. If the Municipal Court elects to have the Superior Court print and mail summons on its behalf, the Municipal Court is responsible for the following:

- i. By July 1 of each year, the Municipal Court shall provide the Superior Court with information on the number of jurors to be summoned and on which days they shall be summoned. The Municipal Court shall notify the Superior Court at least seven (7) weeks in advance of any changes in the number of summonses needed and the dates for which summonses shall be sent. Each year, by the first Friday in

November, the Municipal Court shall provide the Superior Court with blackout dates for the next year. Blackout dates are days on which the Municipal Court knows at the beginning of the year it will not need jurors to appear for service during that year.

- ii. The Municipal Court shall operate a phone line for jurors to call to inquire whether they must report on the date and time specified on their summons. The Municipal Court shall provide the Superior Court with the phone number and any changes to the phone number so the Superior Court can include it on the summons. The Municipal Court is solely responsible for the costs, maintenance and staffing associated with this phone line.
- iii. Within three (3) business days of the first day a juror reports for jury service in the Municipal Court, the Municipal Court shall provide the Superior Court with information regarding individuals who have reported for jury service in response to a summons sent by the Superior Court pursuant to this IGA as follows:
 - a. The Municipal Court may use the Superior Court's form. The Municipal Court shall type the information requested in the form in order to ensure accurate information is processed by the Maricopa County Superior Court; or
 - b. If the Municipal Court has elected to have RAS account card access and paid the associated fees for such access, the Municipal Court may enter the data into the program the Superior Court uses for juror management (currently, Clearview Jury). The Superior Court may provide general direction regarding how to enter the data in Clearview Jury (or any other program the Superior Court later decides to use for juror management). However, the Municipal Court is responsible for all technical support of its computer system and training of its employees.
 - c. If the Municipal Court fails to enter the data described in paragraph 6(iii) within the three (3) business days described, the Superior Court will charge the Municipal Court a fee of \$150.00 for each day for which juror information is not entered to cover additional costs for re-running billing data, analyzing billing data, and re-entry into billing spreadsheets.
- D. If the Municipal Court elects to have the Superior Court provide a CD of names and addresses, the Municipal Court is responsible for all of its own jury services, including but not limited to printing and mailing the summonses, fielding phone calls relating to jury service, and processing payment of jury fees and mileage reimbursements.
- E. The Municipal Court is responsible for enforcement of any juror summonses issued on behalf of its court, including contempt notices, hearings, proceedings, procedures, and/or other enforcement measures. The Superior Court is not obligated by this IGA to conduct any contempt or enforcement proceedings on behalf of the Municipal Court.

- F. The Municipal Court is not authorized and shall not permanently excuse any jurors. The Municipal Court shall refer any jurors seeking to be permanently excused to the Superior Court, regardless of whether the Superior Court printed and mailed the summons or the Municipal Court printed and mailed the summons.
- G. The identity of jurors or potential jurors is sensitive, confidential, and protected by statute and court rule. The Municipal Court agrees to restrict access to information provided under this agreement to individuals who are authorized to access such information for the completion of their official duties.
- H. The Municipal Court shall comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.
- I. The Municipal Court shall remit payment to the Superior Court within thirty (30) calendar days of receiving a bill from the Superior Court.

7. INDEMINIFICATION

Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, each party shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the other party, any jurisdiction or agency of that other party, and that other party’s respective directors, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation—hereinafter, referred to as “Claims”) for bodily injury, personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor(s) and/or subcontractor(s), or any of the directors, officers, agents, or employees of contractor(s) and/or subcontractor(s) for any work arising out of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor(s) and/or subcontractor(s) to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor(s) and/or subcontractor(s) from and against any and all claims. It is agreed that such contractor(s) and/or subcontractor(s) will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA. If the Municipal Court uses a contractor(s) to perform services in relation to this Agreement, the below insurance requirements shall apply, and shall apply to any subcontractor(s) of contractor(s).

Insurance Requirements for Any Contractors Used by Municipal Court:

The insurance requirements, herein, are minimum requirements and in no way limit the indemnity covenants contained, herein. The State of Arizona in no way warrants that the minimum limits below are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this IGA by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used by Contractor in the performance of this IGA.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”** Such additional insured shall be covered 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.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

3. Workers’ Compensation and Employers’ Liability

- Workers’ Compensation Statutory
- Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$ 1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901 *et. seq.*, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor’s policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its contract with the other governmental entity(ies) party to this IGA.

C. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of

cancellation for non-payment of premium, any changes material to compliance with this IGA in relation to the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

- D. ACCEPTABILITY OF INSURERS: Contractor's insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this IGA must be in effect at or prior to Contractor's commencement of work under this IGA and remain in effect for the duration of Contractor's work under this IGA. Failure to maintain the insurance policies as required by this IGA, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this IGA shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on each certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this IGA at any time.

- F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the *insurance requirements* in this IGA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

9. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records of a party shall be subject to reasonable inspection and audit by the other party at reasonable times. Upon request, either party shall produce the original of any, or all such records.

10. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party, or a consultant to any other party with respect to the subject matter of this Agreement.

11. NON-DISCRIMINATION

Both parties shall comply with Executive Orders 2009-09 and 2023-01, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. The parties shall comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

12. COMPLIANCE REQUIREMENTS UNDER A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

A. Both parties warrant compliance with all federal immigration laws and regulations relating to employees and warrant compliance with A.R.S. § 23-214, Subsection A, which reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

B. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the IGA and the other party may be subject to penalties up to and including termination of the Agreement.

C. Both parties retain the legal right to audit the documentation of any employee working in relation to this IGA to ensure that the other party, or any contractor or subcontractor are in compliance with the warranty under paragraph 12(A).

13. APPLICABLE LAW

This Agreement shall be construed in accordance the laws of the State of Arizona.

14. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

15. ARBITRATION

The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

16. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

17. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this Agreement as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to either of the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties, nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination of this Agreement under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

18. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	Superior Court in Maricopa County Jury Administrator 175 W. Madison St. Phoenix, AZ. 85003-2243 Attn: Jury Manager
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If to Municipal Court:	Buckeye Municipal Court Attn: Court Administrator 21749 W Yuma RD #101 Buckeye, Arizona 85326
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With a Copy to:	City of Buckeye
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Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

or at such other address as shall be indicated in writing by each party, through an amendment to this IGA. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties, hereto, have executed this IGA on the date written below:

Honorable Joseph Welty DATE
Presiding Judge
Superior Court of Arizona
in Maricopa County

Dan Cotterman DATE
City Manager, City of Buckeye

ATTEST:

Buckeye City Clerk DATE

**IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED
BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN
APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED
TO EACH RESPECTIVE PUBLIC BODY.**

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General DATE

By: _____
K. Scott McCoy, City Attorney DATE

RESOLUTION NO. 21-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE AND THE STATE OF ARIZONA ON BEHALF OF THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY RELATING TO JURY SERVICES.

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

WHEREAS, the City of Buckeye, Arizona on behalf of the Buckeye Municipal Court (“City”) and the State of Arizona, on behalf of the Superior Court of Arizona in and for the County of Maricopa (“Superior Court”) have negotiated the terms of an Intergovernmental Agreement for jury services to take effect as described within that document (the “IGA”) and that is the subject of this Resolution.

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

Section 1. The IGA between the City of Buckeye and Maricopa County for Jury services, the costs of which are to be paid by the City to the County, is hereby approved in the form on file with the City Clerk.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 16th day of April 2024.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/16/24	AGENDA ITEM: 4.E. IT - CCPA Agreement with CDW Government LLC
DATE PREPARED: 04/10/24	DISTRICT NO.:
STAFF LIAISON: Greg Platacz, Information Technology Director, gplatacz@buckeyeaz.gov, (623) 349-6560	
DEPARTMENT: Information Technology	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Cooperative Contract Purchase Addendum (CCPA) No. 2025003 between the City of Buckeye, an Arizona municipal corporation, and CDW Government, LLC, an Illinois corporation, to renew the Microsoft Enterprise Agreement; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The Microsoft Enrollment Agreement offers a comprehensive licensing solution designed for large organizations aiming to streamline their software licensing management, achieve cost efficiency, and empower their workforce with the latest Microsoft technologies. This Agreement facilitates access to a wide range of Microsoft products and services, including cloud solutions, software, and support, under a single, simplified agreement.

Key Features:

- **Volume Licensing:** Tailored for organizations with 500 or more users or devices, providing the flexibility to buy cloud services and software licenses under one agreement.
- **Customizable Solutions:** Organizations can customize their technology suite with the latest Microsoft products, including Office 365, Microsoft Azure, Windows, and more, meeting specific business needs and supporting digital transformation.
- **Cost Management:** Offers predictable annual payments, allowing for better budget planning and potential volume discounts, optimizing the organization's IT expenditure.
- **Software Assurance:** Provides a range of benefits including access to the latest software releases, training, deployment planning, and support to ensure that your organization stays current with technology without additional costs.
- **Flexible Licensing Options:** Supports a mix of on-premises, hybrid, and cloud deployments, enabling organizations to transition to the cloud at their own pace and according to their specific requirements.

By utilizing the Sourcwell cooperative contract that CDW Government LLC has in place, we can achieve cost savings by taking advantage of the economies of scale that their purchasing agreement provides. In the coming three years, as we onboard new staff and incorporate additional modules and plans, the spending limit for this contract will not exceed \$1,500,000.00.

BENEFITS:

The approval of this CCPA will provide the city with cost savings and predictability. Procuring our licenses under an EA allows us to benefit from volume pricing, simplifying budgeting with predictable annual payments. An EA also offers the flexibility to add and adjust licenses according to our needs,

ensuring we can scale our operations without software licensing constraints. We will continue to have access to advanced security features across Microsoft's cloud services which bolster our defenses against cyber threats and ensure compliance with data protection regulations. Continuous access to the latest software versions ensures our workforce is equipped with the most current tools, fostering innovation and productivity.

FUTURE ACTION:

No further action anticipated.

FINANCIAL IMPACT STATEMENT:

The total 3-year amount is not to exceed \$1,500,000.00.

CURRENT FISCAL YEAR TOTAL COST:

Not to exceed \$450,000.00

BUDGETED:

Yes

FISCAL YEAR:

FY23-24

FUND/DEPARTMENT:

520030/10001189

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

ATTACHMENTS:

[City of Buckeye EA Renewal.pdf](#)

[CCPA 2025003.pdf](#)

Program Signature Form

MBA/MBSA number

Agreement number

8505135

5-0000011291832

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97,M318 (NEW)
Product Selection Form	2656411.006_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Buckeye Signature* Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

51423726

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

55697233

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Buckeye

Contact name: First* Greg **Middle** **Last*** Platacz

Contact email address* gplatacz@buckeyeaz.gov

Street address* 530 East Monroe Ave. .

City* Buckeye

State* AZ

Postal code* 85326-2806 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 623-349-6560

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Greg **Middle** **Last*** Platacz

Contact email address* gplatacz@buckeyeaz.gov

Street address* 530 East Monroe Ave. .

City* Buckeye

State* AZ

Postal code* 85326-2806 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 623-349-6560

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Greg **Middle** **Last*** Platacz

Contact email address* gplatacz@buckeyeaz.gov

Phone* 623-349-6560

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.

Street address (PO boxes will not be accepted)* 2 Corporate Dr Suite 800

City* Shelton

State* CT

Postal code* 06484-6249

Country* United States

Contact name* Mike Buckley

Phone* 8474656000

Contact email address* mikbuck@cdwg.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* Alex Horta
Printed title* Operations SSA
Date* 3/20/2024

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Buckeye

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	55697233	X	X

Amendment to Contract Documents

Enrollment Number

5-0000011291832

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	550	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	415	0
U4S-00002	O365 G1 GCC Sub Per User	60	0
3GU-00001	Defender O365 P1 GCC Sub Per User	600	425
P3U-00001	Visio P2 GCC Sub Per User	23	0
MQN-00001	Entra ID P2 GCC Sub Per User	5	0
HJR-00002	Power BI Premium EM1 GCC Sub	1	0
DDJ-00001	Power BI Pro GCC Sub Per User	7	0
PF1-00002	Project P1 GCC Sub Per User	17	0
7MS-00001	Project P3 GCC Sub Per User	6	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7VX-00001	Project P5 GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	800	225
VA1-00001	Teams Rooms Pro GCC Sub Per Device	0	3
LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	5	1020



Enterprise Enrollment Yammer for GCC Amendment ID M318

1. Defined terms.

“Yammer Enterprise” means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

2. Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses (“USLs”) under the Enrollment for at least one of the following Office 365 for Government offerings (“Qualifying Office 365-G Suites”).

- Office 365 Government/GOVCON E1
- Office 365 Government/GOVCON E3
- Office 365 Government/GOVCON E4
- Office 365 Government/GOVCON E5
-

Following its execution of this Amendment, each of Enrolled Affiliate’s users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) the term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft’s provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a “public cloud,” not in a “community cloud,” as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

If Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate (or Enrolled Affiliate’s Reseller, if applicable) for the applicable SKU, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer or the Enrolled Affiliate breaches any obligation in this Amendment.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
(M318)EnrAmend(YammerforGCC)(WW)(ENG)(Aug2017)(IU).docx		M318	B



Proposal ID

2656411.006

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	965	1,025	0.9	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	60
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	415
M365 G3 GCC FromSA Unified Renewal	550

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	965	1025	965	965

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

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

**TECHNOLOGY PRODUCTS AND SERVICES
CONTRACT NO. 2025003**

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

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as **Exhibit A** and incorporated herein by reference, Sourcewell entered into Contract No. 121923-CDW, dated March 13, 2024 with the Contractor (such contract and subsequent amendments thereto here referred to as the “Sourcewell Contract”) The Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference; and

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

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

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

THEREFORE, the City now enters into this Addendum with Contractor, for the goods and services set forth in Sourcewell Contract, which is attached hereto as **Exhibit A** and incorporated herein by reference. This Addendum incorporates the terms and conditions of the Sourcewell Contract, save that references therein to Sourcewell shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Sourcewell Contract 121923-CDW, unless such term is modified or extended pursuant to the terms of the Sourcewell Contract. The Contractor shall provide all goods and services in accordance with the Sourcewell Contract, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed \$1,500,000.00.

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

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

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

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

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

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

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

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

CLICKWRAP TERMS EXCLUDED, in the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City-issued or approved contract or these Standard Terms and Conditions.

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

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

CONTRACTOR

CDW Government, LLC
a Illinois limited liability company

By: 

Its: VP Contracting Operations

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025003

[Sourcewell Contract]

See following page(s).

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

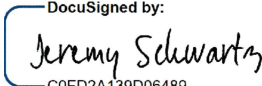
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

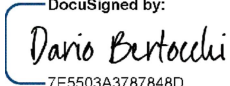
22. CANCELLATION

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

Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/13/2024 | 9:46 PM CDT _____

DocuSigned by:

7E5503A3787848D...
By: _____
Dario Bertocchi
Title: Vice President Contract Operations
Date: 3/13/2024 | 2:12 PM PDT _____

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: CDW Government LLC
Address: 230 N. Milwaukee Ave
Vernon Hills, IL 60061
Contact: Debb Atnip
Email: debb.atnip@cdw.com
Phone: 214-729-9078
HST#: 36-4230110

Submission Details

Created On: Tuesday October 31, 2023 11:16:38
Submitted On: Monday December 18, 2023 12:20:13
Submitted By: Debb Atnip
Email: debb.atnip@cdw.com
Transaction #: ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address: 136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

- 8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

- Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

- CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

- Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

- Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

- Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.
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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol “CDW” on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were \$20.8 billion.
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AICPA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AICPA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTORY
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: - Alabama Joint Purchasing (ALJP) - BuyQ National Charter School Contract - California Department of General Services (DGS) Laptops/Desktops - California IT in Education Association (CITE) Google Workspace - CalSAVE - Central Indiana Education Services Center (CIESC) - County of Riverside – Microsoft - E&I Cooperative Services - Educational Service Commission of NJ (ESCNJ) - Fairfax County Hardware and Software - Florida Technology Refresh Program – Seminole State College - Illinois Public Higher Education (IPHEC) - Internet 2 Consortium - Iowa Board of Regents - Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 - Michigan Computing Program (MMCP) - Mid-South Independent School Business Officers (MISBO) - Midwestern Higher Education Compact (MHEC) - Midwestern Higher Education Compact (MHEC) Massachusetts - NASPO ValuePoint - Audio Video Equipment and Supplies - Cloud Solutions - Software Value Added Reseller (SVAR) - New York City Department of Education (NYC DOE) - New York Office of General Services (NY OGS) - Omnia Partners - Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) - Regional Education Media Centers (REMC) Association of Michigan - School Project for Utility Rate Reduction (SPURR) - Texas Department of Information Resources (DIR) - The Association of Educational Purchasing Agencies (AEPA) - The Interlocal Purchasing System (TIPS) - The Quilt - US Educational Technology Purchasing Alliance (USETPA) - Wisconsin Counties Association (WCA) CDW Canada: - Ontario Education Collaborative Marketplace (OECM) - End-User Computing Devices and Services - Software License Products and Related Services - Networking Products and Related Services - Vulnerability Assessment and Penetration Testing Services - HealthPRO Contract for the Supply of Clinical Procedure Carts - Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies - Kinetic GPO RFSO Contract Information Technology Solutions - Focused Education Resources - End User Computing Devices (EUCD) Agreement - IT Professional Services Agreement - Ontario Ministry of Public and Business Service Delivery IT Security Products & Services - University of Toronto Supply of Apple Products Agreement - BCNET - IT Professional Services Roster for Cybersecurity - Core & Edge Switches - Juniper - IT Professional Services Roster for Network Services - IT Professional Services Roster for Infrastructure Services - Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: - Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement - Cybera Networking Agreement
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.
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27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aprtis, Inc. (Aprtis), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aprtis' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: - Quickly add items to their cart for purchase - Save time on re-orders - Share shopping carts with colleagues - Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be re-purchased - Email the cart to a colleague - Create a standard quote - Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by P.O. number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following criteria: - Cancelled - All Items Shipped - Some Items Shipped - Not Yet Shipped - Backordered Item(s) - Processing Orders - View individual shipment details and tracking information - Add mobile number to get delivery SMS text message notifications - Print a copy of a packing list or original invoice - Repurchase a past order - Download a report to Microsoft Excel with all open orders - Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability - Online Chat: 8 a.m. to 7 p.m. CT - Email (cdwsales@web.cdw.com): Reply within 24 hours - Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing - Online Chat: 7 a.m. to 6 p.m. CT - Email (CustomerRelations@web.cdw.com): Reply within 24 hours - Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings - Online Chat: 7 a.m. to 6 p.m. CT - Email (e-account@web.cdw.com): Reply within 24 hours - Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

Online Chat: 7 a.m. to 7 p.m. CT
 Email (support@cdw.com): Reply within 24 hours
 Phone (800.383.4239): 7 a.m. to 6 p.m. CT

Managed Services Support
 Email (CDW-ECC@cdw.com): Reply within 24 hours
 Phone (866.239.7270): 7 a.m. to 6 p.m. CT

Customer relations representatives complete a 6 to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience.

Escalation Plan

CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly.

Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives.

Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training.

Customer Service Metrics

Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue.

Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics.

Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening.

Recent results based on a percentage of Excellent/Very Good ratings show:

- Overall Performance Account Manager: 85 percent
- Customer Service Staff: 82 percent
- Delivery Process: 81 percent

*Scale: Excellent, Very Good, Good, Fair, Poor

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H2O and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: - Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. - Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. - Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. - Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. - Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: - Assign roles, restrictions, and permissions to individual users and groups of users. - Grant users access to all products CDW•G offers or only to specific catalogs. - Allow users to view only their quotes, orders, and purchase history. - Grant users' rights to view multiple accounts. - Assign responsibility for following established workflows as a purchaser or approver. - Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: - Contacting their CDW•G team - Placing orders - Searching order history - Managing assets - Administering order approval workflows - Defining and governing technology standards - Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: - Managing subscriptions - Managing quotes - Streamlining repeat purchases (bundles and favorites) - Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: - Estimated time of arrival/inventory/supply chain insights to support implementation - Order tracking - Order status - Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW•G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: - An asset overview page that shows a view of hardware and software assets purchased from CDW•G, including the total counts of products, asset age, and spend across asset type, category, and brand. - A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. - A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. - A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. - A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. - A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: - Presentations to build stakeholder support - School-level consultation - Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: - Logistics services for quick and efficient removal of equipment from client facilities - Device pickup including palletizing equipment, shrink wrapping, and transport - Document of Liability Transfer provided to indemnify client from any environmental liability - Ensure removal of all client information and software from electronic media and assets - U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards - EPA-approved disposal - Zero-landfill policy - Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: - Ongoing measurement of paper consumption - Custom paper footprint and forest impact insights - Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: - Minority-Owned Business Enterprise (MBE) - Women-Owned Business Enterprise (WBE) - Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) - Minority-Owned Small Business (MOSB) - Women-Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) 8(a) Small Business - Veteran-Owned Business Enterprise (VBE) - Veteran-Owned Small Business (VOSB) - Service-Disabled Veteran Owned Small Business (SDVOSB) - Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers. CDW was included in the 2022 America's Top Corporations for Women Owned

Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education - Device Ecosystem - Classroom Transformation - Cybersecurity - Networking Infrastructure - School Safety Higher Education - Student and Institutional Devices - A/V Transformation - Connected Community - Hybrid Infrastructure - Cyber and Physical Security State and Local Government - Cybersecurity - Program-Based Accounts - Public Safety - Device - Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW•G's mature practice for providing devices to K-12 districts nationally. CDW•G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: - Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. - Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. - Robust portfolio of professional development partners. - Best practices for defining technology standardization with each district. - Project management aligned to supply chain and to ensure large device rollouts are successful and on time. - Pre-shipment device configuration to provide low/no touch devices for district IT staff. - Local warehousing and local deployment services, including last-mile delivery. - Maintenance and break-fix solutions to ensure high availability of devices. - Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW•G's practice built for K-12 devices, CDW•G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW•G's existing Sourcewell agreement.
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Table 9A: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: - Easy to manage equipment coverage - A single point of contact for repair service - Multiple response times available on the same contract - Flexibility to add or remove equipment as needed - Parts and labor included - Multiple contracts consolidated - Annual or multi-year contract options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW•G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.
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Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: - Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) - Ensuring a set of standard tools is used, such as ServiceNow - Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership - Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information - Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible - Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs - Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW-G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: - Credit Cards* (American Express, Discover, MasterCard, Visa) - Checks - Electronic Data Interchange (EDI) - Electronic Funds Transfer (EFT) - Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: - Arrow Capital Solutions - Cisco Capital - Dell Financial Services - HPE Financial Services - Lenovo Financial Services - LEAF Commercial Capital, Inc. Preferred leasing partners include: - Acer Finance - Apple Finance - De Lage Landen (DLL) - Microsoft Finance - PNC Bank - US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: - Statement of Work (SOW) for professional/managed services - Customer-specific terms and conditions (if required by the Sourcewell Member)

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*
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Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.	*

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcwell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcwell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcwell Members access to a talented, diverse resource pool and helps Sourcwell Members achieve their diversity initiatives.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcwell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcwell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcwell Members, CDW•G's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcwell Members, along with the data shared monthly with Sourcwell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: - Category penetration - Sourcewell Member agreements and state contract adoptions - New Sourcewell Member growth - OEMs and category penetration - Customer satisfaction survey responses - Professional services and evolving technologies including cloud offerings' growth - Market share under the Sourcewell contract and total available wallet share - Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: - Software & Cloud Offerings: 0.25 percent - Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

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

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

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

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services - e-Procurement integration - Leasing services - Managed services: Gold Level Support for customer devices - Pre-shipment configuration - Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions - Cloud - Collaboration - Data Center and Networking - Managed Print Services - Point of Sale - Security - Software Management - Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories - Security Locks - Headphones and Speakers - Phone Accessories - Tablet Accessories - Keyboards/Keypads - Notebook Accessories - Cases and Backpacks - Mice and Trackballs - Office Products and Supplies - Small and Consumer Electronics - Robotics Power, Cooling & Racks - Power Supplies/Adapters - UPS/Battery Backup - Batteries - Surge Suppressors - Remote Power Management Desktop Computers - Computer Cases - Apple Desktops - PC Compatible Desktop Computer - Windows Based Terminals - Desktop Memory Upgrades - Thin Clients - PC Compatible Workstations Data Storage/Drives - Storage Enclosures/Mounting Hardware - CD/DVD/Blue Ray Drives - Disk Duplicators - Media - Hard Drives - Desktop NW Attached Storage - Floppy Disk Drives - Flash Memory - Consumer SSD Enterprise Storage - BU/DR Infrastructure - Drive Arrays

Enterprise Hard Drives
 Enterprise SSD
 Interfaces Controllers
 Optical Drives
 Storage Networking
 Rackmount NW Attached Storage
 Tape Backup Drives
 Tape Automation (Lib/Changers)

Point of Sale/Data Capture
 Wireless Communication Devices
 POS Systems
 Connected Devices
 Peripheral and Barcode Scanners
 Thermal Printers

Servers & Server Management
 Server Accessories
 Linux/Unix Based Servers
 KVM Consoles and Switches
 CPUs/Fans
 Network Print Servers
 Application Servers
 Apple Mac OS Servers
 RISC Servers
 Server Memory Upgrades
 x86 Based Servers

Services (CDW Delivered)
 Installations
 Configurations
 HCA/Hlth Purch Grp (HPG) CDW
 OnSite Services
 Central Services – Repairs
 Managed Services
 Mobility Services
 Field Services
 Remote Services
 Software Asset Mgmt Services
 Classroom Training
 Workspace Management Tools

Notebook/Mobile Devices
 Notebook Memory Upgrades
 Mobile Workstation
 Notebook Computers
 Apple Notebooks
 Tablets

NetComm Products
 Network Bridges
 Modular Switches
 Communications Boards
 Network Management Hardware
 Modems
 Network Switches Managed
 Network Test Equip/Analyzer
 Network Optics
 Network Hubs
 NIC Network Interface Adapters
 Network Routers
 Network Device Memory
 Network Switches Unmanaged
 Network Security
 Wireless LAN Networking
 Physical Security

Carts and Furniture
 Furniture
 Medical Carts

Printing & Document Scanning
 3-D Prototype Printers
 Copy Machines
 Document Scanners
 Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books
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Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications
- Gap analysis charts for training requirements to be quickly identified
- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans
- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: - Performing health checks - Maintaining the right license position so you are neither over- or under-licensed - Establishing consolidated billing - Providing ongoing software recommendations - Ensuring accurate IT planning and budgeting - Maximizing value derived from licensing agreements - Applying compliance checkpoints - Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be repurchased - Email the cart to a colleague - Create a standard quote - Estimate shipping costs with the Shipping Calculator before checking out - Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.
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Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	☒ Yes ☐ No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;	Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix
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			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: - Enterprise and data center networking - Software-defined WAN (SD-WAN) - Wireless networking and Wi-Fi 6 - Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: - Program Strategy and Operations 85+ risk, governance, and strategy experts - Cyber Resilience and Compliance 35+ cyber security and advisory consultants - Identity and Access Management 110+ advisors, engineers, and architects - Cloud and Application Security 10+ cloud security specialists - Secure Infrastructure 60+ physical, network, and IR engineers and architects - Skills and Training 20+ workforce specialists - Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry - CISSP – Certified Information Systems Security Professional - CISA – Certified Information Systems Auditor - CIPP – Certified Information Privacy Professional - PCI QSA – PCI Qualified Security Assessor - CEH – Certified Ethical Hacker - PMP – Project Management Professional - CSM – Certified Scrum Master Vendor - Cisco CCNPs and CCIEs - Splunk Certified Consultants and Enterprise Architects - AWS Cloud Security Architects - Microsoft Certified Systems Engineers - Palo Alto Certified Network Security Professionals - SailPoint Certified Engineers and Architects - Okta Certified Professionals, Administrators, and Architects - CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: - CSA – Cloud Security Alliance - CISA – Cybersecurity and Infrastructure Security Agency - iapp – International Association of Privacy Professionals - ISDA – Identity Defined Security Alliance - IIA – The Institute of Internal Auditors - ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium - NACD – National Association of Corporate Directors - NIST – National Institute of Security Standards - PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: - Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. - Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. - Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. - Proactive renewal notifications before technology, licenses, or subscriptions expire. - Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. - Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zyllo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025003

[Quote]

See following page(s).



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing
Enterprise Quote
for

City of Buckeye

Account Manager 1/29/24
John

VSL Specialist David Sopp
Channel Price Sheet Month Jan

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment										
Customer to make three annual payments to CDW-G										
Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
Online Products										
3GU-00001	Defender O365 P1 GCC Sub Per User	D	1000	\$ 18.54	\$ 18,540.00	\$ 18.54	\$ 18,540.00	\$ 18.54	\$ 18,540.00	
MQN-00001	Entra ID P2 GCC Sub Per User	D	0	\$ 83.18	\$ -	\$ 83.18	\$ -	\$ 83.18	\$ -	
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	D	550	\$ 332.85	\$ 183,067.50	\$ 332.85	\$ 183,067.50	\$ 332.85	\$ 183,067.50	
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	390	\$ 391.56	\$ 152,708.40	\$ 391.56	\$ 152,708.40	\$ 391.56	\$ 152,708.40	
AAL-45735	M365 G5 GCC Sub Per User	D	25	\$ 619.98	\$ 15,499.50	\$ 619.98	\$ 15,499.50	\$ 619.98	\$ 15,499.50	
U4S-00002	O365 G1 GCC Sub Per User	D	60	\$ 94.55	\$ 5,673.00	\$ 94.55	\$ 5,673.00	\$ 94.55	\$ 5,673.00	
HJR-00002	Power BI Premium EM1 GCC Sub	D	1	\$ 5,778.30	\$ 5,778.30	\$ 5,778.30	\$ 5,778.30	\$ 5,778.30	\$ 5,778.30	
DDJ-00001	Power BI Pro GCC Sub Per User	D	0	\$ 92.33	\$ -	\$ 92.33	\$ -	\$ 92.33	\$ -	
PF1-00002	Project P1 GCC Sub Per User	D	17	\$ 92.45	\$ 1,571.65	\$ 92.45	\$ 1,571.65	\$ 92.45	\$ 1,571.65	
7MS-00001	Project P3 GCC Sub Per User	D	6	\$ 277.36	\$ 1,664.16	\$ 277.36	\$ 1,664.16	\$ 277.36	\$ 1,664.16	
7VX-00001	Project P5 GCC Sub Per User	D	1	\$ 508.49	\$ 508.49	\$ 508.49	\$ 508.49	\$ 508.49	\$ 508.49	
P3U-00001	Visio P2 GCC Sub Per User	D	23	\$ 138.68	\$ 3,189.64	\$ 138.68	\$ 3,189.64	\$ 138.68	\$ 3,189.64	
VA1-00001	Teams Rooms Pro GCC Sub Per Device	D	3	\$ 435.07	\$ 1,305.21	\$ 435.07	\$ 1,305.21	\$ 435.07	\$ 1,305.21	
LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	D	1025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
NVH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	1025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software Assurance Products										
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	4	\$ 656.07	\$ 2,624.28	\$ 656.07	\$ 2,624.28	\$ 656.07	\$ 2,624.28	
6VC-01253	Win Remote Desktop Services CAL ALng SA DCAL	D	20	\$ 20.02	\$ 400.40	\$ 20.02	\$ 400.40	\$ 20.02	\$ 400.40	
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	D	40	\$ 24.10	\$ 964.00	\$ 24.10	\$ 964.00	\$ 24.10	\$ 964.00	
9EA-00278	Win Server DC Core ALng SA 2L	D	40	\$ 128.05	\$ 5,122.00	\$ 128.05	\$ 5,122.00	\$ 128.05	\$ 5,122.00	
Total				\$	\$ 398,616.53	Total	\$	\$ 398,616.53	Total	\$ 398,616.53
Three Year Total				\$	\$ 1,195,849.59					
Notes										

No Tax Referenced
EA Renewal 55697233
5/1/2024 Start date

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 04/16/24	AGENDA ITEM: 4.F. CC - Liquor License Application for 19th Hole at Sundance (Series 12 Restaurant)
DATE PREPARED: 04/11/24	DISTRICT NO.: 5
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 286257) for 19th Hole at Sundance located at 900 South Sundance Parkway in Buckeye.

SUMMARY

PROJECT DESCRIPTION:

19th Hole at Sundance is requesting approval for a new Series 12 Restaurant Liquor License Application for the new restaurant located near North Sunrise Parkway and Yuma Road at an established business. The application and public notice were legally posted by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed in the Non-Consent Agenda.

BENEFITS:

The City will collect sales tax and revenue from liquor sales.

FUTURE ACTION:

After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

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

ATTACHMENTS:

[286257_Redacted.pdf](#)
[HoleatSundance.pdf](#)

Name:
LAKHVIR SINGH DOSANJH

Received in the City Clerk's office March 25, 2024 at 4:34pm
Title: % Interest:
Member 100.00

THE 19TH HOLE AT SUNDANCE LLC - Member

Name: LAKHVIR SINGH DOSANJH

Gender: Male

Correspondence Address:
BUCKEYE, AZ 85326
USA

Phone:

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 286257
Application Type: New Application
Created Date: 03/06/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
GOLD COURSE RESTAURANT

Name:
LAKHVIR SINGH DOSANJH

Received in the City Clerk's office March 25, 2024 at 4:34pm
Title: % Interest:
Member 100.00

THE 19TH HOLE AT SUNDANCE LLC - Member

Name: LAKHVIR SINGH DOSANJH

Gender: Male

Correspondence Address: [REDACTED]
BUCKEYE, AZ 85326
USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

APPLICATION INFORMATION

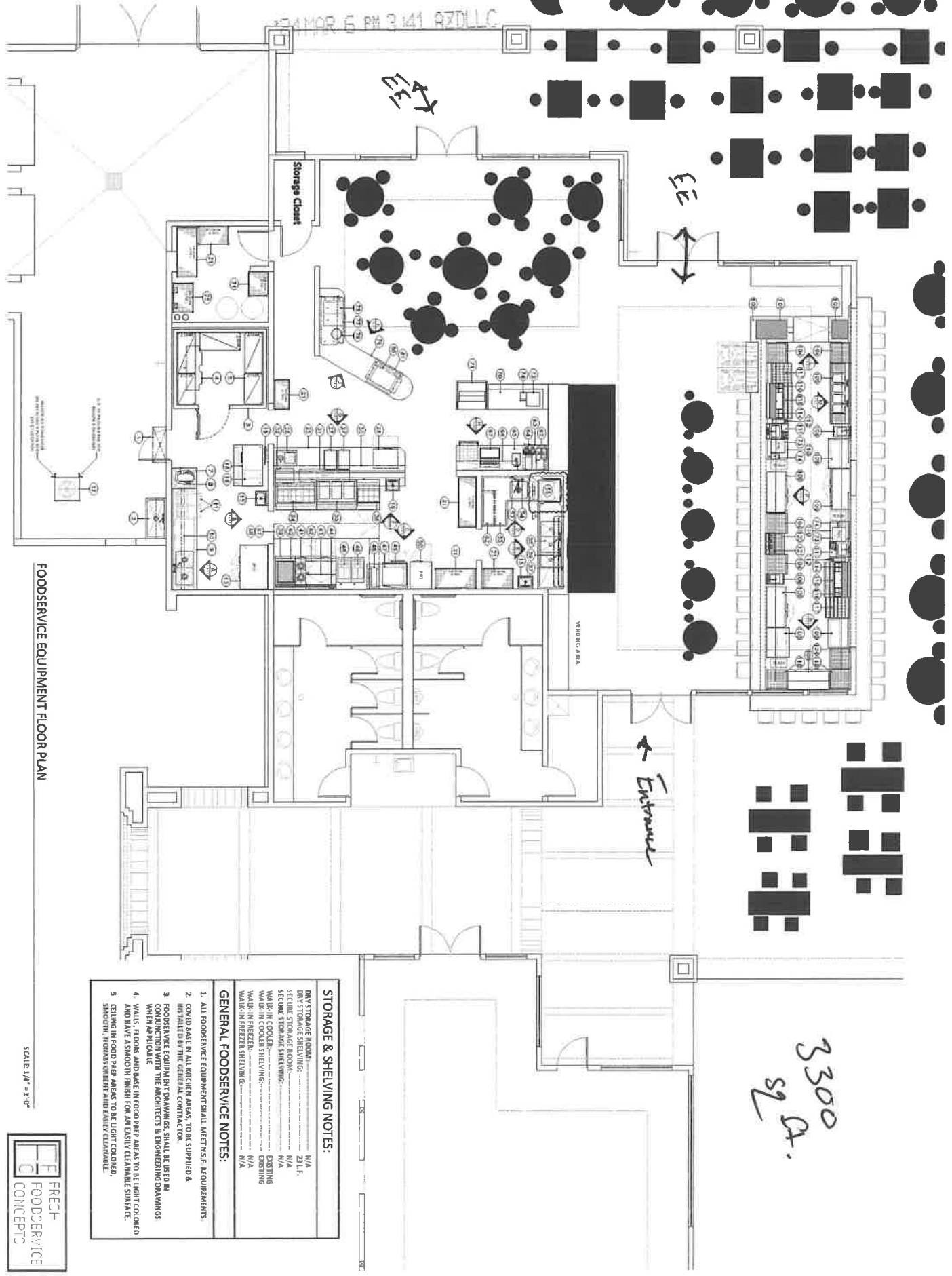
Application Number: 286257
Application Type: New Application
Created Date: 03/06/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
2/28/24
- 9) What type of business will this license be used for?
GOLD COURSE RESTAURANT





- STORAGE & SHELVING NOTES:**
- 1. ALL FOODSERVICE EQUIPMENT SHALL MEET N.E.A. REQUIREMENTS.
 - 2. COVERED BASE IN ALL KITCHEN AREAS, TO BE SUPPLIED & INSTALLED BY THE GENERAL CONTRACTOR.
 - 3. FOODSERVICE EQUIPMENT DRAWINGS, SHALL BE USED IN CONNECTION WITH THE ARCHITECTS & ENGINEERING DRAWINGS WHEN APPLICABLE.
 - 4. WALLS, FLOORS AND BASES IN FOOD PREP AREAS TO BE LIGHT COLORED AND HAVE A SMOOTH FINISH FOR AN EASILY CLEANABLE SURFACE.
 - 5. CEILING IN FOOD PREP AREAS TO BE LIGHT COLORED, SHROUD, NON-ABSORBENT AND EASILY CLEANABLE.
- GENERAL FOODSERVICE NOTES:**
- 1. ALL FOODSERVICE EQUIPMENT SHALL MEET N.E.A. REQUIREMENTS.
 - 2. COVERED BASE IN ALL KITCHEN AREAS, TO BE SUPPLIED & INSTALLED BY THE GENERAL CONTRACTOR.
 - 3. FOODSERVICE EQUIPMENT DRAWINGS, SHALL BE USED IN CONNECTION WITH THE ARCHITECTS & ENGINEERING DRAWINGS WHEN APPLICABLE.
 - 4. WALLS, FLOORS AND BASES IN FOOD PREP AREAS TO BE LIGHT COLORED AND HAVE A SMOOTH FINISH FOR AN EASILY CLEANABLE SURFACE.
 - 5. CEILING IN FOOD PREP AREAS TO BE LIGHT COLORED, SHROUD, NON-ABSORBENT AND EASILY CLEANABLE.

SCALE 1/4" = 1'-0"



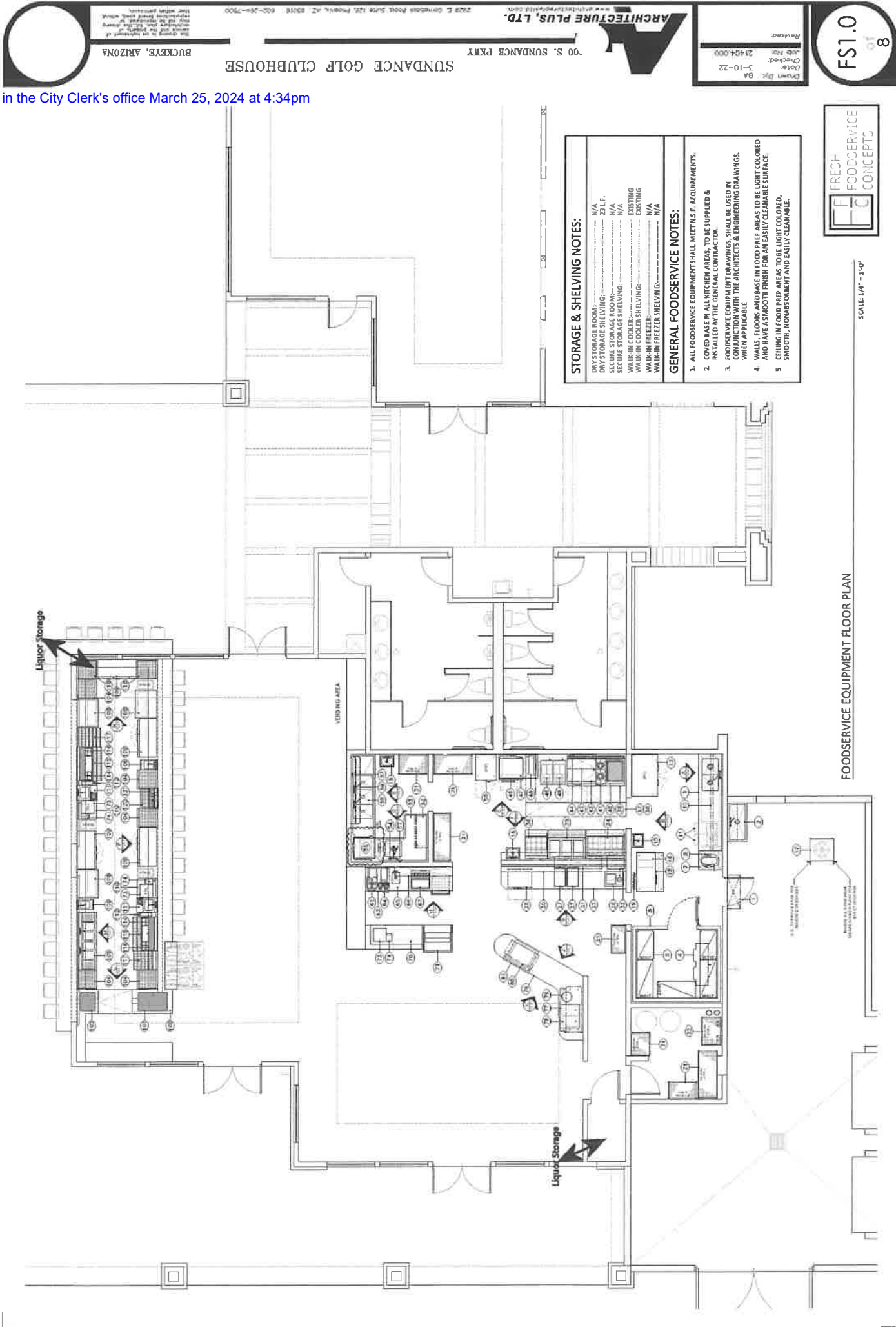
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Drawn By: BA
Date: 3-10-22
Checked: 21404.000
Job No: 21404.000
Revised:

ARCHITECTURE PLUS, LTD.

300 S. SUNDANCE PKWY
SUNDANCE GOLF CLUBHOUSE
BUCKEYE, ARIZONA

2425 E. Greenback Pkwy, Suite 125 Phoenix, AZ 85016 602-264-7700





RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

1. Name of restaurant (Please print): 19th Hole at Sundance LLC

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Imperial Model IRB-24 & IMGA-3628 1 36"
Oven	Ovention Model No. Double Milo Milo2-16
Freezer	12' x 6' walk in Freezer- Commercial Cooling 22810
Refrigerator	Dukers Appliance Co. Model no. D28R 81x28x32
Sink	Regency Tables and Sinks Model 600HS17SP
Dish Washing Facilities	Auto Chlor A5 Watersaver
Food Preparation Counter (Dimensions)	48x30x35
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 50 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 35 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [60]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+20]

TOTAL [= 80]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

16 televisions

1 IPour Self Tap Unit

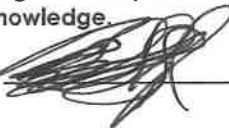
9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	8
Bartenders	5
Hostesses	4
Managers	4
Servers	8
Other (Bussers)	4
Other (Dishwashers)	3
Other (Director)	1

I, (Print Full Name) Andrew M Lolmaugh hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

Menus

Advanced edit

+ Create menu

Set menu display order

Menu group
Cocktails

Manage modifier groups (0) Manage subgroups (0)

Publish all changes

+ Add item + Add existing

Main Menu

Bar

Beer

Liquor

Cocktails

+ Add group

Drinks

Breakfast

Brunch

Kids Menu

Monday Feature

Tuesday Feature

Wednesday Feature

Thursday Feature

Friday Feature

Saturday Feature

Golf Tournament Package

BBQ Menu

iPourit

ITEM	Alabama Slammer	\$7.00
ITEM	Appletini	\$10.00
ITEM	Bloody Mary	\$8.00
ITEM	Blueberry Lemonade	\$8.00
ITEM	Champagne Cocktail	\$10.00
ITEM	Cosmopolitan	\$10.00
ITEM	Daiquiri	\$8.00
ITEM	Dark 'N Stormy	\$9.00
ITEM	Ginlet	\$8.00
ITEM	Greyhound	\$8.00
ITEM	Hot Toddy	\$9.00
ITEM	Hurricane	\$12.00

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Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP
Juice Menu ...

Manage modifier groups (0) Manage subgroups (0)

Publish all changes

+ Add Item + Add existing

> Main Menu

> Bar

> Drinks

Coffee Menu

Fountain Drinks

Juice Menu

Tea & Lemonade

+ Add group

> Breakfast

> Brunch

> Kids Menu

> Monday Feature

Tuesday Feature

> Wednesday Feature

> Thursday feature

> Friday Feature

> Saturday Feature

ITEM

Orange Juice

\$2.50 ...

ITEM

Cranberry Juice

\$2.50 ...

ITEM

Pineapple Juice

\$2.50 ...

ITEM

Grapefruit Juice

\$2.50 ...

ITEM

Apple Juice

\$2.50 ...

ITEM

Mango

\$2.50 ...

ITEM

Tomato Juice

\$2.50 ...

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Menus

Advanced edit

Create menu

Set menu display order

MENU GROUP

BBQ Sandwiches ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

- > Main Menu
- > Bar
- > Drinks
- > Breakfast
- > Brunch
- > Kids Menu
- > Monday Feature
- > Tuesday Feature
- > Wednesday Feature
- > Thursday feature
- > Friday Feature
- > Saturday Feature

ITEM

Brisket Sandwich

\$14.00

ITEM

Chopped Brisket Sandwich

\$13.00

ITEM

Pulled Pork Sandwich

\$13.00

+ Add Item

Publish all changes

+ Add item + Add existing

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Menus

Advanced edit

BBQ Menu ...

Manage modifier groups (0) Manage subgroups (0)

Set menu display order

ITEMS

+ Add Item + Add existing

> Main Menu

> Bar

Drinks

> Breakfast

> **Brunch**

> Kids Menu

> **Monday Feature** 

> Tuesday Feature

> Wednesday Feature

➤ **Thursday feature**

➤ **Friday Feature**

➤ **Saturday Feature**

➤ **Golf Tournament Package**

BBQ Menu

...

BBO Menu

ITEM
Brisket

\$18.00

ITEM	Chopped Brisket
1	1/2 lb
2	1/2 lb
3	1/2 lb
4	1/2 lb
5	1/2 lb
6	1/2 lb
7	1/2 lb
8	1/2 lb
9	1/2 lb
10	1/2 lb
11	1/2 lb
12	1/2 lb
13	1/2 lb
14	1/2 lb
15	1/2 lb
16	1/2 lb
17	1/2 lb
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94	1/2 lb
95	1/2 lb
96	1/2 lb
97	1/2 lb
98	1/2 lb
99	1/2 lb
100	1/2 lb

\$0

ITEM	Pulled Pork
1	10
2	10
3	10
4	10
5	10
6	10
7	10
8	10
9	10
10	10
11	10
12	10
13	10
14	10
15	10
16	10
17	10
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88	10
89	10
90	10
91	10
92	10
93	10
94	10
95	10
96	10
97	10
98	10
99	10
100	10

\$0

ITEM	Pork Ribs
------	-----------

\$0

+ Add item

Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP

Golf Tournament Package ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

+ Add item + Add existing

- > Main Menu
- > Bar
- > Drinks
- > Breakfast
- > Brunch
- > Kids Menu
- > Monday Feature
- > Tuesday Feature
- > Wednesday Feature
- > Thursday feature
- > Friday Feature
- > Saturday Feature
- > Golf Tournament Package
 - Golf Tournament Package
 - + Add group
- > BBQ Menu
- > iPourit

ITEM	The Buckeye Deli Modifier groups (2)	\$22.00	...
ITEM	All American BBQ Modifier groups (1)	\$24.00	...
ITEM	The Dahi Modifier groups (1)	\$14.25	...
ITEM	The Shotgun Modifier groups (1)	\$8.00	...
ITEM	Good Morning Modifier groups (1)	\$13.00	...
ITEM	Boxed Breakfast Modifier groups (1)	\$15.00	...
ITEM	Hot Breakfast Modifier groups (1)	\$15.00	...

+ Add item

Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP

Saturday Feature ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

+ Add item + Add existing

- > Main Menu
- > Bar
- > Drinks
- > Breakfast
- > Brunch
- > Kids Menu
- > Monday Feature 📅
- > Tuesday Feature
- > Wednesday Feature
- > Thursday feature
- > Friday Feature
- > Saturday Feature

ITEM

Prime Rib

Modifier groups (3)

\$40.00

...

+ Add Item

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Menus

Advanced edit

+ Create menu

Set menu display order

- | | |
|---|--|
| > | Main Menu |
| > | Bar |
| > | Drinks |
| > | Breakfast |
| > | Brunch |
| > | Kids Menu |
| > | Monday Feature  |
| > | Tuesday Feature |
| > | Wednesday Feature |
| > | Thursday feature |

Thursday Feature

+ Add group

> Friday Feature

MENU GROUP

Thursday Feature

...

Manage modifier groups (0)

(c)

Manage subgroups (0)

ITEMS

ITEM

Tteppanyaki Bowl Night **≡**
Modifier groups (2)

\$24.00

+ Add item + Add existing

ITEM

Classic House Salad
Modifier groups (2)

\$5.00 - \$10.00

+ Add Item

Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP

Wednesday Feature ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

+ Add Item + Add existing

> Main Menu

> Bar

> Drinks

> Breakfast

> Brunch

> Kids Menu

> Monday Feature 

> Tuesday Feature

> Wednesday Feature

Wednesday Feature ...

+ Add group

> Thursday feature

> Friday Feature

> Saturday Feature

> Golf Tournament Package

ITEM

Pasta Dinner

Modifier groups (2) 

\$25.00

...

+ Add Item

 Publish all changes

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Menus

Advanced edit

+ Create menu

Set menu display order

- > Main Menu
- > Bar
- > Drinks
- > Breakfast
- > Brunch
- > Kids Menu
- > Monday Feature
- > Tuesday Feature

Tuesday Feature

- + Add group
- > Wednesday Feature
- > Thursday feature

MENU GROUP Tuesday Feature ...

Manage modifier groups (0) Manage subgroups (0)

+ Add Item + Add existing

ITEM	
Taco Tuesday	\$15.00
Modifier groups (2)	...
+ Add Item	

Publish all changes

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Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP

Monday Feature ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

+ Add item + Add existing

- > Main Menu
- > Bar
- > Drinks
- > Breakfast
- > Brunch
- > Kids Menu
- > Monday Feature
- Monday Feature
- + Add group
- > Tuesday Feature
- > Wednesday Feature
- > Thursday feature
- > Friday Feature
- > Saturday Feature
- > Golf Tournament Package

ITEM
Ribeye
Modifier groups (3)

\$40.00 ...

+ Add item

Publish all changes

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Menu

Advanced edit

+ Create menu

Set menu display order

> Main Menu

> Bar

> Drinks

> Breakfast

> Brunch

Brunch Feature

+ Add group

> Kids Menu

> Monday Feature

> Tuesday Feature

> Wednesday Feature

> Thursday feature

> Friday Feature

> Saturday Feature

MENU GROUP

Brunch Feature

...

Manage modifier groups (0)

Manage subgroups (0)

ITEMS

+ Add Item

+ Add existing

ITEM

Brunch

Modifier groups (2)

\$25.00

...

+ Add Item



Menus

Advanced edit

Menu group
Breakfast Menu ...

+ Create menu

Manage modifier groups (0) Manage subgroups (1)

Set menu display order

+ Add item + Add existing

Publish all changes

> Main Menu

> Bar

> Drinks

> Breakfast

+ Add group

> Brunch

> Kids Menu

> Monday Feature

> Tuesday Feature

> Wednesday Feature

> Thursday feature

> Friday Feature

> Saturday Feature

> Golf Tournament Package

> BBQ Menu

> IPourt

ITEM
Breakfast Skillet

\$14.00

ITEM
Egg & Cheese Breakfast...

\$10.00

ITEM
Ultimate Breakfast Sandwich

\$12.00

ITEM
Avocado Toast

\$10.00

ITEM
Eggs Benedict

\$15.00

ITEM
French Toast

\$10.00

+ Add item

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Menus

Advanced edit

+ Create menu

Set menu display order

MENU GROUP
Dessert ...

Manage modifier groups (0) Manage subgroups (0)

ITEMS

Main Menu

Apps

Salad

Soup

Feature

Side

Dessert

+ Add group

> Bar

> Drinks

> Breakfast

> Brunch

> Kids Menu

> Monday Feature 

> Tuesday Feature

> Wednesday Feature

> Thursday feature

> Friday Feature

> Saturday Feature

ITEM
Brownie Sundae

\$9.00 ...

+ Add Item + Add existing

ITEM
Brioche Bread Pudding...

\$9.00 ...

ITEM
19th Hole Oreo Ice Cream...

\$9.00 ...

ITEM
19th Hole Cobbler

\$9.00 ...

ITEM
Mr. Lucky's Sundae

\$15.00 ...

+ Add Item

Menu

Advanced edit

+ Create menu

Set menu display order

Menu Group

Side

Manage modifier groups (0)

Manage subgroups (0)

Main Menu

Apps

Salad

Soup

Feature

side

Dessert

+ Add group

Bar

Drinks

Breakfast

Brunch

Kids Menu

Monday Feature

Tuesday Feature

Wednesday Feature

Thursday feature

Friday Feature

Saturday Feature

Golf Tournament Package

ITEM

Side French Fries

ITEM

Side Onion Rings

ITEM

Side Steamed Broccoli

ITEM

Side Brussel Sprout Slaw

ITEM

Side House Salad

Modifier groups (2)

ITEM

Side Caesar Salad

Modifier groups (2)

ITEM

Side Dill Potato Salad

ITEM

Side House Chips

+ Add Item

+ Add existing

Menus

Menu group
Feature

Manage modifier groups (0) Manage subgroups (0)

Set menu display order

+ Add Item + Add existing

Main Menu

Apps

Salad

Soup

Feature

Side

Dessert

+ Add group

Bar

Drinks

Breakfast

Brunch

Kids Menu

Monday Feature

Tuesday Feature

Wednesday Feature

Thursday Feature

Friday Feature

Saturday Feature

Golf Tournament Package

BBQ Menu

iPourit

ITEM	Fried Chicken & Gravy...	Modifier groups (1)	\$18.00	...
ITEM	Grilled Chicken Sandwich	Modifier groups (2)	\$14.00	...
ITEM	Hamburger	Modifier groups (4)	\$14.00	...
ITEM	Cheeseburger	Modifier groups (4)	\$14.50	...
ITEM	SGC Croissant	Modifier groups (3)	\$13.00	...
ITEM	Reuben Sandwich	Modifier groups (2)	\$15.00	...
ITEM	19th Hole BLTA	Modifier groups (2)	\$14.00	...
ITEM	Italian Grinder	Modifier groups (2)	\$15.00	...
ITEM	Ham & Cheese Pretzel Panini	Modifier groups (2)	\$14.00	...
ITEM	All Beef Hot Dog	Modifier groups (3)	\$8.00	...
ITEM	Street Tacos	Modifier groups (3)	\$15.00	...

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Menus

Advanced edit

+ Create menu

Set menu display order

Main Menu

Appendix

Salad

Soup

Feature

Slide

Dessert

+ Add group

> Bar

> Drinks

> Breakfast

> Brunch

> Kids Menu

> **Monday Feature**

➤ **Tuesday Feature**

> Wednesday Feature

> Thursday feature

ITEM

Classic House Salad

Modifier groups (2)

\$5.00 - \$10.00

+ Add item + Add existing

ITEM

Classic Caesar Salad

Modifier groups (2)

\$10.00

MEM

Classic Cobb Salad

Modifier groups (2)

\$12.00

ITEM

Dinner Wedge Salad

Modifier groups (2)

\$12.00 ...

ITEM

Dinner Antipasto Salad

Modifier groups (2)

\$15.00

+ Add Item

Menus

MENU GROUP
Apps

Manage modifier groups (0) Manage subgroups (0)

Advanced edit

+ Create menu

Set menu display order

+ Add item + Add existing

ITEMS

Main Menu	ITEM	Samosas	\$14.00	...
Apps	ITEM	Quesadillas	\$12.00	...
Salad		Modifier groups (2)		
Soup				
Feature				
Side	ITEM	Mini Lobster Rolls	\$18.00	...
Dessert				
+ Add group				
Bar	ITEM	Chile con Queso	\$13.00	...
Drinks				
Breakfast	ITEM	Mr. Lucky's Smoked Chicke...	\$18.00	...
Brunch		Modifier groups (1)		
Kids Menu				
Monday Feature	ITEM	Cheddar Sour Cream Tater...	\$12.00	...
Tuesday Feature				
Wednesday Feature	ITEM	Charcuterie Board	\$22.00	...
Thursday feature				
Friday Feature				
Saturday Feature	ITEM	Hummus Board	\$15.00	...
Golf Tournament Package				
BBQ Menu				

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RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): 19th Hole at Sundance LLC
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
12. **Tax Records**
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Andrew Edmaugh, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

24 MAR 6 PM 3:43 AZDLC

LC: _____
Amount: _____



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:	286257
Date Accepted:	3/25/24
CSR:	TA

License Number:

286257

805. Sile

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Ldmagh Andrew McBellan Birth Date: [REDACTED] (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ
4. Place of birth: Evanston IL USA Height: 9' 5" Weight: 160 Eyes: Br Hair: Br
5. Name of current/most recent spouse: Smith Brandi Nicole Birth Date: [REDACTED] (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1979
7. Daytime telephone number: [REDACTED] Email address: [REDACTED]
8. Premises Name: 19th Hole at Sundance LLC Business Phone: 623 / 328 / 0400
9. Premises Address: 900 S. Sundance Hwy Buckeye AZ Maricopa 85326
- Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
March 2008	CURRENT	GM. Sundance Golf Club	Sundance G.C. 900 S. Sundance Hwy Buckeye Az 85326

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Andrew McEllan Lobanugh hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 2/28/2024

*24 MAR 6 PM 3:49 AZD LLC



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #	286257
Date Accepted:	3/29/24
CSR:	+A

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:	
2-29-24	Andrew M. Lohmough	
Name of Fingerprint Technician:		
T Penney 87702		
Fingerprint technician's Signature:		
T Penney 87702		
Fingerprint technician's Agency/company Name:		Phone Number:
marilyn 1030		402-870-1030
Type of Photo ID Provided (check one):		
☒ Driver's License ☐ Passport ☐ Other (Please specify)		



Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Your fingerprints will be used to check the criminal history records of the FBI.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record. You should be afforded a reasonable amount of time of twenty one(**21**) **days** to correct or complete the record (or decline to do so) before officials deny you employment, license, or other benefit based on information in the criminal history record.

The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations, Sections 16.30 through 16.34. Information on how to review and challenge your FBI criminal history record can be found at www.fbi.gov under "Services" and then "Identity History Summary Checks" or by calling (304) 625-5590.

To obtain a copy of your Arizona criminal history in order to review/update/correct the record, you can contact the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the DPS website (www.azdps.gov).

Privacy Act Statement

*This privacy act statement is located **on the back of the FD-258 fingerprint card.***

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/ biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints, may continue to be compared against other fingerprints submitted to, or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Andrew McLellan Lolmaugh

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Evanston State Illinois COUNTRY United States

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Az. State Drivers License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS MAR 26 PM 3:44 AZD LLC

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

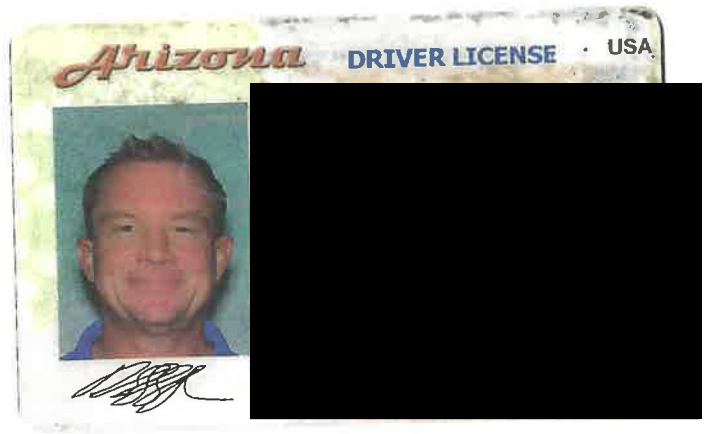
PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Andrew M. Lolmaugh
Print Name

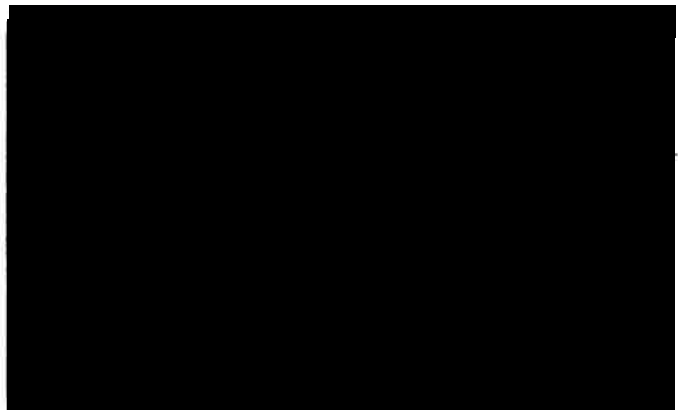

Signature

2/29/24
Date

241PR 6 PM 3/24/24 H2DLCC



✓



✓

*24 MAR 6 PM 3:44 AZD LLC

LC:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:

286257

Date Accepted:

3/25/24

CSR:

✓

License Number:

286257

805-S14

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Dosanjh Lakhoir Singh Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: Az.

4. Place of birth: Punjab India Height: 5'10" Weight: 210 Eyes: Br Hair: Bk
City State COUNTRY

5. Name of current/most recent spouse: Dosanjh Sukhpreet Kaur Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? July 23 2020

7. Daytime telephone number: [REDACTED] Email address: [REDACTED]

8. Premises Name: 19th Hole at Sundance LLC Business Phone: 602/ 328/ 0900

9. Premises Address: 900 S. Sundance Pkwy Buckeye Az Maricopa 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
May 2007	CURRENT	Owner	DTL Transport 4375 N. Golden State Blvd Fresno CA. 93722

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☐
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

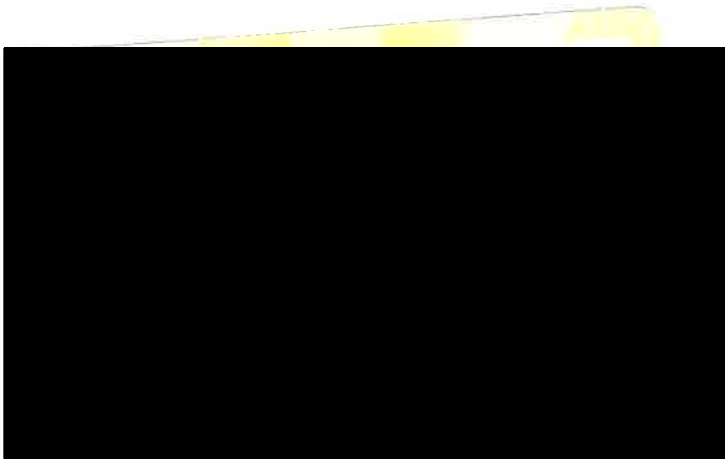
If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) LAKHVIK S. DOSANJH hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [Signature]

Date: 03/06/2024

*24 MAR 6 PM 3:44 AZD LLC





FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	286257
Date Accepted:	3/25/24
CSR:	JA

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	2-29-24	Name of Applicant:	Lakhvir Dosanjh
Name of Fingerprint Technician:			
Arnold Levacio Jr.			
Fingerprint technician's Signature:			
[Signature]			
Fingerprint technician's Agency/company Name:		Phone Number:	
Maricopa County Sheriff's Office		602-876-1070	
Type of Photo ID Provided (check one):			
☒ Driver's License ☐ Passport ☐ Other (Please specify)			



Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Your fingerprints will be used to check the criminal history records of the FBI.

If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record. You should be afforded a reasonable amount of time of twenty one(**21**) **days** to correct or complete the record (or decline to do so) before officials deny you employment, license, or other benefit based on information in the criminal history record.

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Privacy Act Statement

*This privacy act statement is located **on the back of the FD-258 fingerprint card.***

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/ biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints, may continue to be compared against other fingerprints submitted to, or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

City of Buckeye Business Licensing

Series: 012 Restaurant

Name: 19th Hole at Sundance

Address: 900 S Sundance Pkwy,
Buckeye, AZ, 85326

AZ License App # 286257

● 19th Hole at Sundance

🏫 Schools

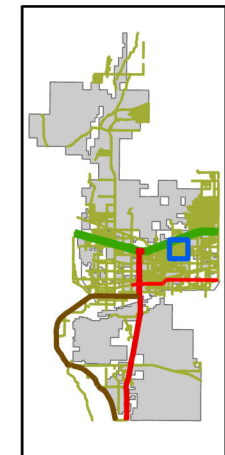
🚒 Fire Stations

👮 Police Stations

▨ 300 ft. Radius

■ 1/2 Mile

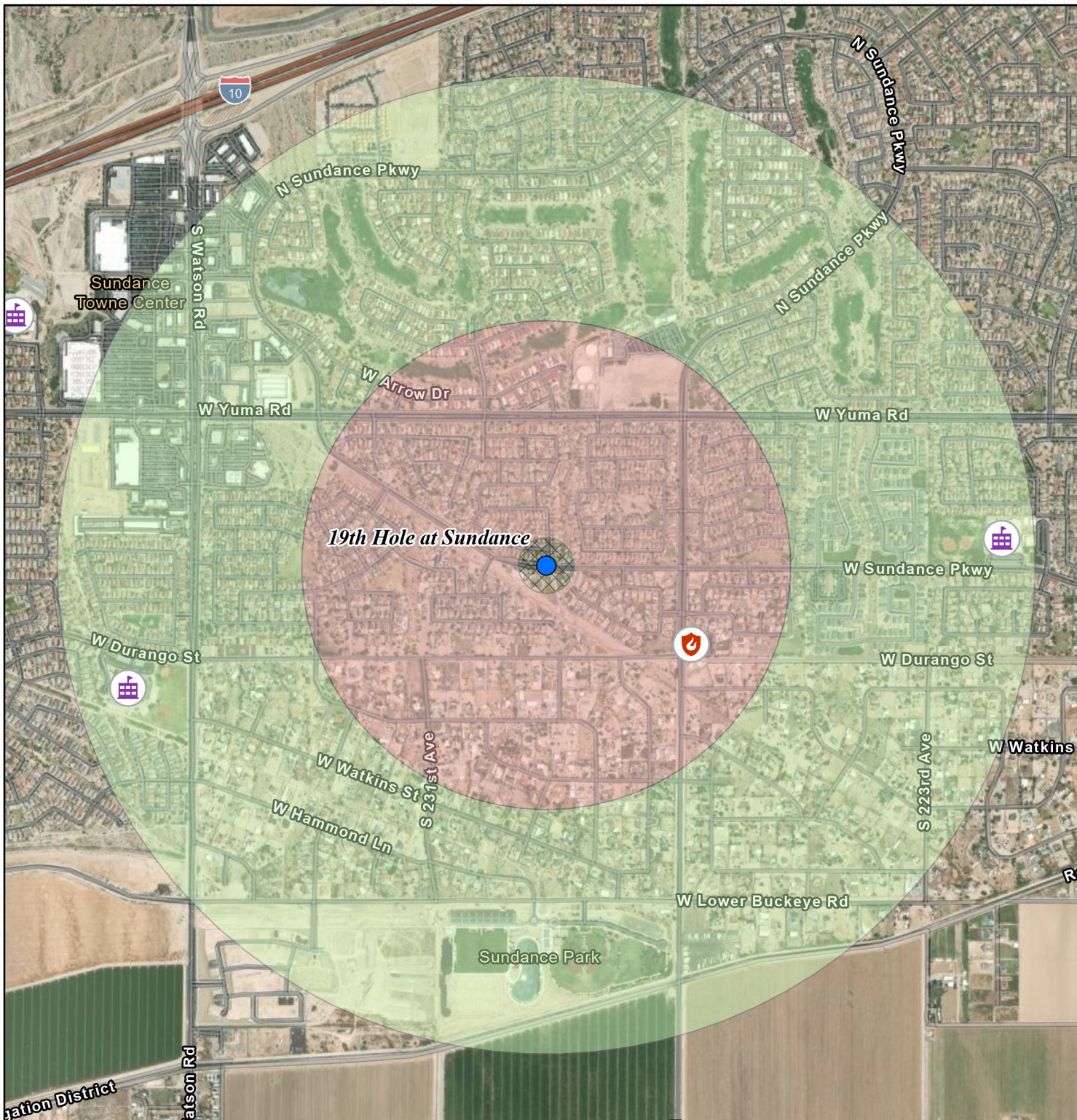
■ 1 Mile



0.2 0.1 0 0.2 Miles



The data depicted hereon are for reference purposes only.
The City of Buckeye does not warrant the accuracy or
integrity of the information for any particular use.



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

MEETING DATE: 04/16/24	AGENDA ITEM: 4.G. CC - Approval of Minutes
DATE PREPARED: 04/10/24	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 March 19, 2024 Council Workshop Minutes and March 19, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the March 19, 2024 Council Workshop Minutes and March 19, 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:

[03.19.2024 Regular Council Meeting Minutes.pdf](#)

[03.19.2024 Council Workshop Minutes.pdf](#)



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MARCH 19, 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 Tedy Burton of Citadel of Praise led the invocation; Vice Mayor Goodman led the Pledge of Allegiance.

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

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney K. Scott McCoy, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, Public Safety Director Larry Hall, Police Chief Robert Sanders, Fire Chief Jake Rhoades, Economic Development Director Suzie Boyles, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Water Resources Director Terry Lowe, City Engineer Scott Zipprich, Community Services Director Miranda Gomez, Communications Director Annie DeChance, Public Works Director Bret Hodne, and Aviation Director Scott Gray.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Mayor Orsborn declared a conflict and recused himself from voting on Item *4.F. 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, and *4.K. Motion passed unanimously.

***4.A Council to take action on the transfer of contingency funds to the Police Department related to Council approved acceptance of Grant and Intergovernmental Agreement funded positions of two School Resource Officers, four Community Violence Reduction**

Officers, and one Crisis Intervention Officer for the Police Department, in the amount not to exceed \$590,200.

Staff Liaison: Robert Sanders, Police Chief

Council approved the transfer of contingency funds to the Police Department related to Council approved acceptance of Grant and Intergovernmental Agreement funded positions of two School Resource Officers, four Community Violence Reduction Officers, and one Crisis Intervention Officer for the Police Department, in the amount not to exceed \$590,200.

- *4.B Council to take action on Resolution No. 11-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona, approved on September 5, 2023, for and on behalf of their respective Police Departments or Law Enforcement Agencies, pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.**

Staff Liaison: Robert Sanders, Police Chief

Council adopted Resolution No. 11-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona, approved on September 5, 2023, for and on behalf of their respective Police Departments or Law Enforcement Agencies, pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

- *4.C Council to take action on Resolution No. 10-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona, Maricopa County Sheriff's Office pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.**

Staff Liaison: Robert Sanders, Police Chief

Council adopted Resolution No. 10-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona, Maricopa County Sheriff's Office pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

- *4.D Council to take action on Resolution No. 13-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona and the State of Arizona, Department of Child Safety (DCS) pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.**

Staff Liaison: Robert Sanders, Police Chief

Council adopted Resolution No. 13-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona and the State of Arizona, Department of Child Safety (DCS) pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

- *4.E Council to take action on Task Order No. 6 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City.**

Staff Liaison: Brian Craig, Development Services Director

Council approved Task Order No. 6 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City.

***4.F Council to take action on a Minor Subdivision titled "Minor Subdivision Plat for Arroyo Verde," located on the southeast corner of Thomas Road and the Tuthill Road Alignment.**

Staff Liaison: Bart Wingard, Principal Planner

Mayor Orsborn declared a conflict and recused himself from voting on this item. Council approved a Minor Subdivision titled "Minor Subdivision Plat for Arroyo Verde," located on the southeast corner of Thomas Road and the Tuthill Road Alignment.

***4.G Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024155 between the City of Buckeye, an Arizona municipal corporation, and Heinfeld, Meech & Co., P.C., an Arizona corporation, related to Annual Audit Services for Fiscal Years ending 2024, 2025, and 2026; and authorizing the City Manager to execute and deliver the CCPA on behalf of the City.**

Staff Liaison: William Kauppi, Chief Financial Officer

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024155 between the City of Buckeye, an Arizona municipal corporation, and Heinfeld, Meech & Co., P.C., an Arizona corporation, related to Annual Audit Services for Fiscal Years ending 2024, 2025, and 2026; and authorizing the City Manager to execute and deliver the CCPA on behalf of the City.

***4.H Council to take action to approve the submission of a \$30,023,700 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Watson Road from Southern Avenue to MC85.**

Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a \$30,023,700 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Watson Road from Southern Avenue to MC85.

***4.I Council to take action to approve the submission of a \$16,836,750 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Rooks Road from Baseline Road to MC85.**

Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a \$16,836,750 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Rooks Road from Baseline Road to MC85.

***4.J Council to take action on the Construction Manager at Risk Agreement (No. 2024009) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, related to pre-construction services in connection with the rehabilitation of the Sundance Water Reclamation Facility (WRF) in an amount not to exceed \$231,000; and authorize the City Manager to approve additional contracts with other vendors in connection with said rehabilitation project not to exceed**

\$18,519,000, for a grand total not to exceed \$18,750,000, funded in part by the Water Infrastructure Finance Authority (WIFA) loan approved by Council on May 16, 2023.

Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Construction Manager at Risk Agreement (No. 2024009) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, related to pre-construction services in connection with the rehabilitation of the Sundance Water Reclamation Facility (WRF) in an amount not to exceed \$231,000; and authorize the City Manager to approve additional contracts with other vendors in connection with said rehabilitation project not to exceed \$18,519,000, for a grand total not to exceed \$18,750,000, funded in part by the Water Infrastructure Finance Authority (WIFA) loan approved by Council on May 16, 2023.

- *4.K Council to take action on Task Order No. 17 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for Miller Road and I-10 to Monroe Avenue Intelligent Transportation System (ITS) and Monroe Avenue Miller Road to Eason Avenue Intelligent Transportation System (ITS); and authorize the City Manager to execute and deliver said Task Order on behalf of the City.**

Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved Task Order No. 17 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for Miller Road and I-10 to Monroe Avenue Intelligent Transportation System (ITS) and Monroe Avenue Miller Road to Eason Avenue Intelligent Transportation System (ITS); and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

5. Continued / Tabled Items

- 5.A 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.**

Staff Liaison: Ken Galica, Principal Planner

Mr. McCoy stated the applicant has requested a continuance of this item. Councilmember Youngker declared a conflict of interest and recused himself from the discussion and voting. Councilmember HagEstad declared a conflict of interest and recused himself from the discussion and voting. A motion was made by Councilmember Heustis and seconded by Councilmember Guy to continue to the April 16, 2024 Regular Council Meeting the public hearing and 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. Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn voted aye; Councilmember Hess voted nay. Motion carried.

6. Public Hearings / Non-Consent - New Business

- 6.A Council to hold a public hearing and take action on Ordinance No. 08-24 terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on approximately 2106 acres of land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly “Cipriani”) Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and Cipriani Land Holdings, LLC; authorizing the Mayor to sign all documents necessary to carry out the intent of this Ordinance; and, providing for repeal of conflicting ordinances and severability.**

Staff Liaison: Ken Galica, Principal Planner

Mr. McCoy stated the applicant has requested a continuance of this item. A motion was made by Councilmember Heustis and seconded by Councilmember Guy to continue to the April 16, 2024 Regular Council Meeting the public hearing and action on Ordinance No. No. 08-24 terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on approximately 2106 acres of land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly “Cipriani”) Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and Cipriani Land Holdings, LLC; authorizing the Mayor to sign all documents necessary to carry out the intent of this Ordinance; and, providing for repeal of conflicting ordinances and severability. Motion passed unanimously.

7. Comments from the Mayor and Council

Councilmember Youngker: presented statements regarding his visit to Washington D.C.; wished an early Happy Birthday to Councilmember HagEstad.

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

Mr. Cotterman presented a brief summary of current events.

9. Proposals for Future Agenda Items – None.

10. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:08 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on March 19, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL WORKSHOP
MARCH 19, 2024
MINUTES**

**City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
3:30 p.m.**

1. Call to Order/Roll Call 3:30 p.m.

Mayor Orsborn called the meeting to order at 3:30 p.m.

Members Present: Councilmember Youngker, Councilmember Heustis, Councilmember HagEstad, Councilmember Hess, Councilmember Guy, Vice-Mayor Goodman, and Mayor Orsborn (excused at 4:23 p.m.; returned at 4:25 p.m.).

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Development Services Director Brian Craig, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Aviation Director Scott Gray, Public Safety Director Larry Hall, and Communications and Government Relations Director Annie DeChance.

2. Workshop Items

2.A Presentation and discussion by City staff and consultant Matrix Design Group, to seek the Council's feedback regarding the Buckeye Gateway Specific Area Plan (GSAP), a planning document that will facilitate the creation of a dynamic and world-class live, work and play environment along Verrado Way, south of I-10, in one of the City's core growth areas.

Staff Liaison: Ken Galica, Principal Planner

Mr. Galica noted this presentation relates to the Gateway Activity Center. It consists of approximately 2,000 acres south of I-10 primarily along Verrado Way down to Yuma Road. The plan is to create a different type of city environment and a unique destination for current residents that will also attract future residents. Edward Boik, Project Manager with Matrix Design Group, provided an introduction to the City team members and the Matrix Project team members; presented the project overview including where the project is now, the area plan, character and vision, and regulatory tools. The plan is for a destination-oriented, mixed-use, cultural, employment, education, recreation, and entertainment hub that capitalizes on existing stakeholders and assets. It is important to find ways to foster multi-modal environments that are appropriate for the area and improve connectivity. While working with staff it was noted this location needed a unique identity. This area is the former Auxiliary Field used as a landing strip for the Airforce Base. With this information, staff came up with "The

Landing" and the project will be referred to as "The Landing" moving forward. The project area is bounded by I-10 to the North, Jackrabbit Trail to the East, Sundance Village to the West, and Yuma Road to the South. Most of the property is State land which is 3-½ square miles with multiple nodes, focus areas, and opportunities to create a unique community environment. Robert Mansolillo, Deputy Project Manager with Matrix Design Group, indicated the areas within the development that are already slated for some type of development with applications that have been approved or are going through the approval process. Although these developments do not necessarily line up with the vision of The Landing, this is a large area and will not conflict with the GSAP. It is anticipated there will be minimal land use amendments needed. The Landing is envisioned to be the front door of Buckeye with regional mixed uses that incorporate business, education centers, tourism, and entertainment. It will focus on outside corporate investments. The single ownership of larger parcels fosters bigger projects. In contrast, downtown Buckeye is intended to be the cultural, artisan, eclectic, and heritage center of Buckeye with historic buildings focused on small locally-owned businesses that are surrounded by residential areas. There is a diversity in lot sizes and ownership that fosters a small-scale development downtown. Community engagement was reviewed. Results from the Planning and Zoning SWOT (Strengths, Weakness, Opportunities and Threats) Committee found that the proposed site is a large site of mostly vacant land with large land ownerships. The Landing will add strength to an area that is already experiencing economic growth and Mr. Mansolillo noted the need to develop the project before the momentum of the ongoing economic growth overwhelms opportunities in the area. Weaknesses were identified as concerns about adequate utilities and the impact of offsite flows, connectivity to existing subdivisions, and existing pre-entitled sites that do not reflect the vision of linking everything together. Opportunities identified include partnering with the State for the highest and best land use and obtaining maximum dollar value on projects and land use on the site as well as utilizing the natural and existing assets. Identified threats discussed include the noise restrictions related to aviation, the need for diverse clusters and nodes as attractions, road improvements, and competing activity centers. General discussion was held regarding engaging with the State and Maricopa County because their support is critical to this project. A meeting held four months ago with the State Land's executive team was very positive. Future planned community engagement initiatives were reviewed. Mayor Orsborn suggested including some military history in the area such as a monument, mural, or name of a restaurant.

2.B Presentation and discussion to update Council on the efforts of the Water Resources Department to improve the City's water portfolio.

Staff Liaison: Terry Lowe, Water Resources Director

Mr. Lowe provided an update on the efforts of the Water Resources Department to improve the City's water portfolio. An overview was presented of department highlights, water portfolio initiatives, and City-wide water management policies. A recap of the status of water in Arizona was provided from January 2023 including the Governor's Water Policy Committee that voted to support the development of the Alternative Designation of Assured Water Supply (ADAWS). The rule-making process is projected to be complete in June 2024. The City of Buckeye was not part of the original Governor's council but has had ongoing discussions with the Governor's staff. The Governor's staff have an understanding of Buckeye's supply and demand forecasts; however, they still want the City to become designated in ADAWS. General discussion was held regarding solutions to water resources including irrigation districts and being more cooperative with neighbors. Clarification was provided regarding certificated lands and non-certificated lands, primarily commercial sites. There are three bills related to water resources that are being supported by the City that specifically affect Buckeye. A brief explanation was provided for the designation and portfolio. General discussion was held regarding land development and water given the current situation. The primary focus is on the ability to recharge and continue to grow the portfolio, so the City can oversee its own destiny. The model shows, with all demands taken into consideration, there will be a four percent shortage of water

in 100 years.

3. Adjournment.

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:07 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on March 19, 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: 04/16/24	AGENDA ITEM: 5.A. DS - Ordinance No. 08-24 Terminating the Cipriani Community Master Plan Development Agreement dated September 2, 2008 and Approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment ("CMPA") and Development Agreement.
DATE PREPARED: 04/11/24	DISTRICT NO.: No. 1
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)

The applicant has requested an indefinite continuance. No action will be taken on Ordinance No. 08-24 Terminating the Cipriani Community Master Plan Development Agreement dated September 2, 2008 and approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment ("CMPA") and Development Agreement.

SUMMARY

PROJECT DESCRIPTION:

The Development Agreement approving the Cipriani Community Master Plan was approved by Council in September, 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 7 acres of open space, five school sites, a fire station site, and a police station site.

The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The property includes approximately 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust.

Both property owners have requested to terminate the Development Agreement and one owner, Cipriani Land Holdings, LLC has requested to enter into a new agreement as part of a requested amendment to the Cipriani CMP. The Zales' property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the property owners.

The Notice of Termination of the Development Agreement, signed by both owners, is attached.

Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Land Holdings, LLC, is requesting approval of Application PLZZ-23-00005, a request involving two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,091-acre site. Approval of these requests will facilitate development of the site with a technology-centered light industrial and commercial campus, resulting in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties.

This item was continued at the March 19, 2024 City Council meeting.

Please see attached staff report and exhibits for additional information.

BENEFITS:

The infrastructure and facilities obligations identified within the 2008 Cipriani Development Agreement are based upon the assumption that the property would develop with a residentially-focused master planned community. With the vision for development of the property changing to a light industrial and commercial campus, a new development agreement is needed to reevaluate obligations regarding development of public infrastructure and facilities needed to serve the project.

Approval of these requests will result in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties, now or in the future.

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

ATTACHMENTS:

[PLZZ-23-00005 Dissolution 2008 DA - Council Staff Report - 031924.docx](#)

[Exhibit A - Aerial Vicinity Map \(2008 DA Boundary\).pdf](#)

[Exhibit B - Zoning Map \(2008 DA Boundary\).pdf](#)

[Exhibit C - General Plan Land Use Map \(2008 DA Boundary\).pdf](#)

[Notice of Termination DA.Updated Date.pdf](#)

[PLZZ-23-00005 Buckeye Tech Corridor CMP and DA \(fka Cipriani\) - Council Staff Report - 031924.docx](#)

[Exhibit_A_-_Buckeye_Tech_Aerial_Vicinity_Map.pdf](#)

[Exhibit_B_-_Buckeye_Tech_Zoning_Map.pdf](#)

[Exhibit_C_-_Buckeye_Tech_General_Plan_Land_Use_Map.pdf](#)

[Exhibit_D_-_Proposed_Buckeye_Tech_Corridor_CMP.pdf](#)

[Exhibit_E_-_Citizen_Participation_Report.pdf](#)

[Buckeye Tech Corridor \(Cipriani\) Dissolution of 2008 DA & CMPA and DA Council Presentation \(4-16-24\).pptx](#)

[Ordinance_No._08-24.updated.040324.pdf](#)



Development Agreement Dissolution

Report to the Mayor and City Council

CASE NUMBER: PLZZ-23-00005

TITLE: 2008 Cipriani Development Agreement Dissolution

MEETING DATE: April 16, 2024

Parties: City of Buckeye
Walter J. Zales, Jr. and Nancy K. Zales Trust
Cipriani Holdings, LLC

Request: Request to dissolve the 2008 Cipriani Development Agreement

District: City Council District 2

Location: Generally, on the southwest corner of Jackrabbit Trail and
Broadway Road

Site size: Approximately 2,106 acres

Recommendation: Adopt Ordinance No. 08-24, dissolving the 2008 Cipriani
Development Agreement between the City of Buckeye, the Walter
J. Zales, Jr. and Nancy K. Zales Trust, and Cipriani Holdings, LLC

PROJECT DESCRIPTION:

1. A Development Agreement for the Cipriani Community Master Plan was approved and recorded in Fall of 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 276.7 acres of open space, five school sites, a fire station site, and a police station site.
2. The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The property includes approximately 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust.
3. A Major CMP Amendment for the Cipriani project, now called Buckeye Tech Corridor, is scheduled for consideration immediately after this item. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus.
4. The parties to the 2008 development agreement are proposing to dissolve the agreement in order to replace it with a new agreement tailored to the since-modified vision for development of the property.
5. The Zales' property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the Zales' trustees.

BACKGROUND:

6. *1992-2007:* The property was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
7. *December 2007:* Through Council approval of Ordinance 93-06, the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.
8. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay was approved to guide development of the property. The CMP provides for development of the site with a traditional, residential-focused master

planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.

9. *March 19, 2024:* This item was continued by the City Council to the April 16, 2024 regular meeting.

AREA CONTEXT:

10. Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert and farmland	Master Planned Community and Business Commerce	Planned Community (PC) with Cipriani CMP overlay
North	Unimproved desert	Business Commerce and Neighborhood	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), and Rural Residential (RR)
East	Active farmland and unimproved desert	Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned Community (PC)
South	Unimproved desert and active farmland	Rural and Agriculture	General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43)
West	Unimproved desert	Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce	Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43)

ANALYSIS:

11. The infrastructure and facilities obligations identified within the 2008 agreement are based upon the assumption that the property would develop with a residentially-focused master planned community. With the vision for development of the property changing to a light industrial and commercial campus, a new development agreement is needed to

reevaluate obligations regarding development of public infrastructure and facilities needed to serve the project.

RECOMMENDATION:

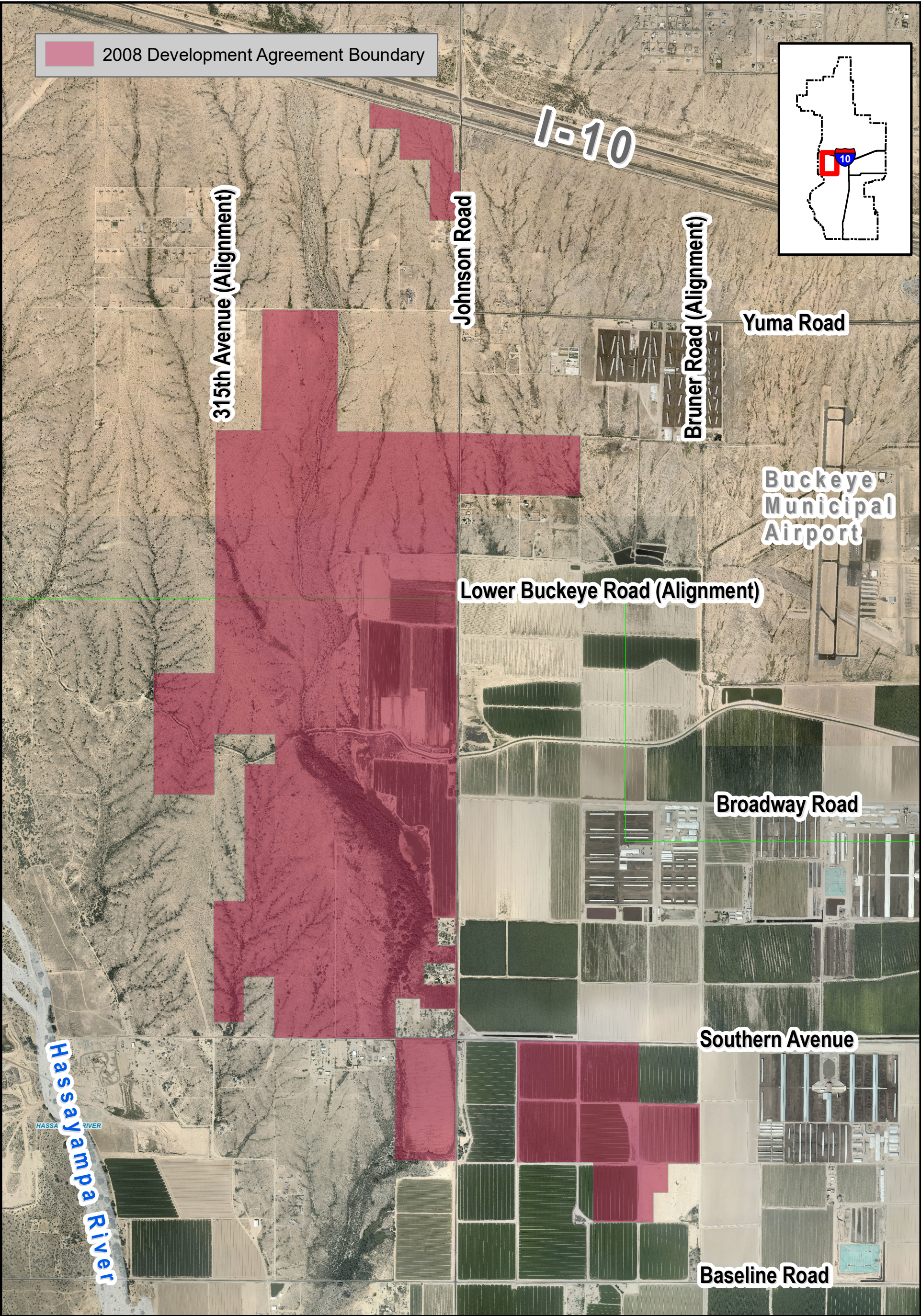
12. Staff recommends the Mayor and City Council conduct a public hearing and adopt Ordinance No. 08-24, dissolving the 2008 Cipriani Development Agreement.

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Notice of Termination and Release of Development Agreement
Ordinance No. 08-24

Prepared by:
Ken Galica, Principal Planner

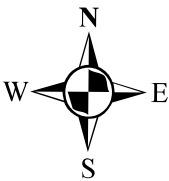
Reviewed by:
Adam Copeland, Deputy Planning Director

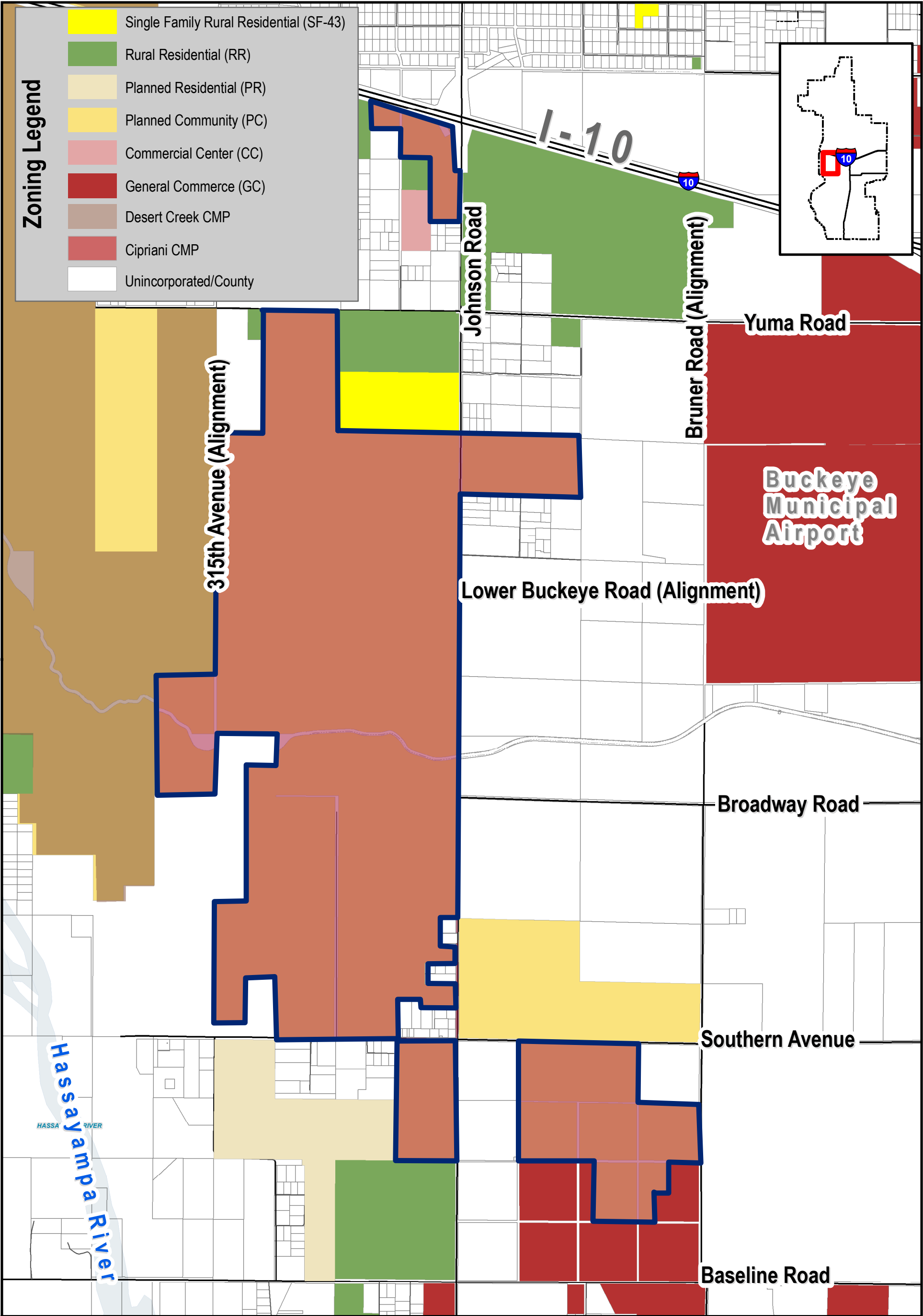


VICINITY MAP

PLZZ-23-00005

2008 Cipriani Development Agreement Dissolution
Council District #1



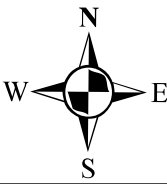


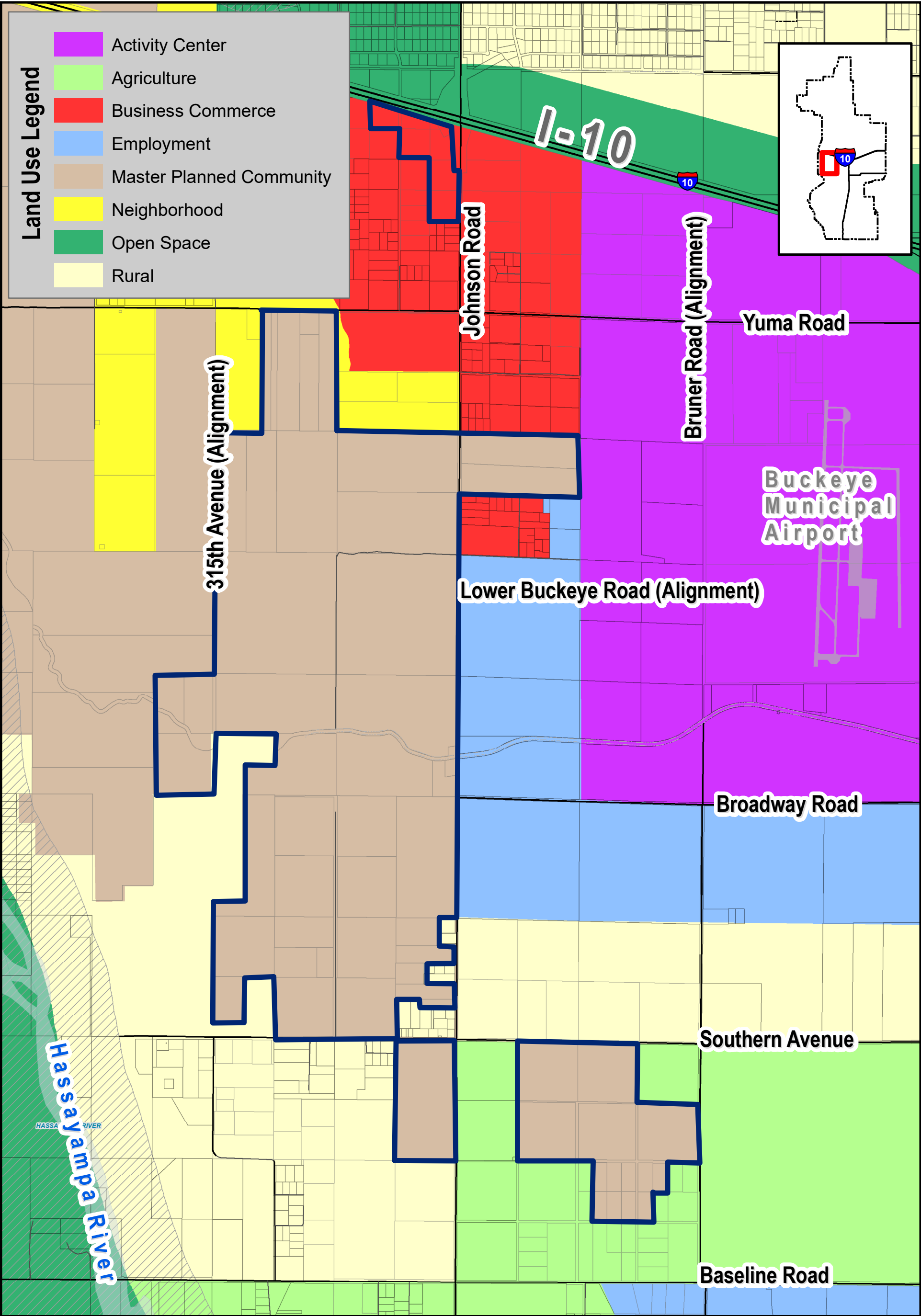
ZONING MAP

Note: 2008 Development Agreement boundary shown in navy blue outline

PLZZ-23-00005

**2008 Cipriani Development Agreement Dissolution
Council District #1**



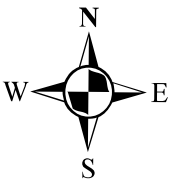


GENERAL PLAN LAND USE MAP

Note: 2008 Development Agreement boundary shown in navy blue outline

PLZZ-23-00005

2008 Cipriani Development Agreement Dissolution
Council District #1



WHEN RECORDED, RETURN TO:

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

Space Above This Line Reserved for Recorder's Use

**NOTICE OF TERMINATION AND RELEASE
OF DEVELOPMENT AGREEMENT**

**THIS DOCUMENT MODIFIES THE TERMS OF A DOCUMENT PREVIOUSLY
RECORDED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY
RECORDER ON SEPTEMBER 12, 2008, AT INSTRUMENT NUMBER 2008-
0793673 AND RE-RECORDED ON OCTOBER 2, 2008, AT INSTRUMENT
NUMBER 2008-0855678**

1. Effective Date. The effective date of this Notice of Termination and Release of Development Agreement (this “**Agreement**”) is _____, 2024 (the “**Effective Date**”).

2. Parties. The Parties to this Agreement are:

- (a) CITY OF BUCKEYE, ARIZONA (“**City**”)
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326
- (b) WALTER J. ZALES, JR. and NANCY KAY ZALES
Trustees of the WALTER J. ZALES, JR. AND
NANCY KAY ZALES TRUST DATED APRIL 26, 2018 (“**Zales**”)
Attention: Walter J. Zales, Jr.
2220 N. Saint Bonita Lane
Casa Grande, AZ 85122
- (c) CIPRIANI HOLDINGS, LLC (“**Cipriani**”)
Attention: Anita Verma
7181 E. Camelback Rd., Unit 401
Scottsdale, AZ 85251

3. Background. The following is provided as background to this Agreement:

(a) City and Cipriani Land Holdings LLC, previously entered into that certain Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008, at Instrument Number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 (the “**Development Agreement**”), with respect to certain real property comprised of approximately 2,106 acres of land, which land is more particularly described in the legal description attached hereto as *Exhibit “A,”* which is incorporated herein by this reference (“**Property**”).

(b) Cipriani, as successor in interest to Cipriani Land Holdings, LLC, and Zales (together, the “**Owners**”) each separately own portions of the Property that together comprise the entirety of the Property. City and the Owners may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

(c) The Development Agreement was entered into in order to approve the Master Plan for the Property and facilitate the proper development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii) conditions, terms, restrictions, policies and procedures for the formation of one or more Community Facilities Districts; (iii) the permitted uses for the Property; (iv) the range of densities and intensities of such uses; and (v) other matters related directly or indirectly to the development of the Property.

(d) Section 5(c) of the Development Agreement permits City to modify, terminate, or otherwise change the Master Plan and terminate the Development Agreement “if ‘material progress’ has not been made by the Owner or such other persons developing the [Property] in the construction of the elements of the public infrastructure required for Phase 1 as shown in the Master Plan (such as and primarily the elements relating to water, sewer and streets) within ten (10) years or has not completed construction on at least 20% of the developable [Property] area for Phase 1 as shown on the Master Plan and within the [City’s] water service area within fifteen (15) years, or has not completed construction on at least 95% of the developable [Property] area shown on the Master Plan and within the [City’s] water service area within twenty (20) years.”

(e) Section 5(c) of the Development Agreement defines the term “material progress” as “the issuance of all governmental permits necessary for the construction of the elements of the public infrastructure required by the Master Plan and the commencement of construction of the elements of the public infrastructure required by the Master Plan.”

(f) As of the Effective Date, the first two (2) established time periods have elapsed, and material progress has not been made on any of the development benchmarks.

(g) For the foregoing reasons, the Owners, being the sole owners of the Property, and City now wish to terminate the Development Agreement and release each other from all outstanding obligations and liabilities arising thereunder or in connection therewith.

4. Termination and Release of Development Agreement. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties terminate the Development Agreement and forever release each other from the obligations required thereby and set forth therein. Each Party relinquishes and forever waives any right it may have to enforce any of the terms and provisions set forth in the Development Agreement, and no Party shall have any further rights, duties, obligations, or liabilities thereunder. The Parties further agree that from and after the Effective Date the Development Agreement shall not affect or encumber the Property.

5. Waiver. By signing below, the Owners, on behalf of themselves and their successors and assigns, agree and consent to waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property that the Owners may have now or in the future, resulting from this Agreement. The Owners acknowledge and agree that this Agreement causes an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions adopted or applied by City to the Property.

6. Jurisdiction, Venue and Choice of Law. Any action or dispute arising from or in connection with this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona. This Agreement shall be governed by the laws of the State of Arizona. In the event of any action or dispute arising from or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7. Counterparts. This Agreement may be executed in one or more counterparts and each executed counterpart shall, for all purposes, be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

8. Authorizations. By signing below, City and the Owners affirm that they are each and all duly authorized to enter into, execute and deliver this Agreement without the further consent of any other person or entity and have not delegated, assigned or otherwise conveyed any of their respective rights, duties or obligations under the Development Agreement.

9. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

CITY OF BUCKEYE, ARIZONA, an Arizona
municipal corporation

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, the foregoing Notice of Termination and release of Development Agreement was acknowledged before me by Eric W. Orsborn, Mayor of the City of Buckeye, a municipal corporation, for the purposes set forth herein.

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Zales has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

OWNER:

WALTER J. ZALES, JR. and NANCY KAY
ZALES Trustees of the WALTER J. ZALES, JR.
AND NANCY KAY ZALES TRUST DATED
APRIL 26, 2018

By: Walter J. Zales Jr
Name: Walter J. Zales Jr
Title: Trustee

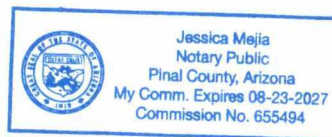
By: Nancy Kay Zales
Name: Nancy Kay Zales
Title: Trustee

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 1 day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Walter J. Zales Jr and Nancy Kay Zales, Trustees of the Walter J Zales, Jr., and Nancy Kay Zales Trust dated April 26, 2018, for the purposes set forth herein.

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

(Seal and Expiration Date)



Jessica Mejia
Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Cipriani has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

OWNER:

CIPRIANI HOLDINGS, LLC,

By: *Ant*
Name: *Anita Lallian*
Title: *Manager*

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 8th day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Anita Lallian,
_____ of Cipriani Holdings, LLC, for the purposes set forth herein.

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

(Seal and Expiration Date)

Lynda Kogutkiewicz
Notary Public in and for the State of Arizona

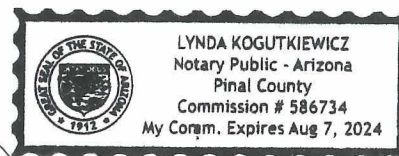


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
CIPRIANI
DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:

The Northeast quarter of the Northeast quarter of the Southeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:

The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:

The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:

The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:

INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:

Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:

The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:

Parcel A:

The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:

The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:

Parcel A:

The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:

The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:

The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:

The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:

The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:

The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:

The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:

The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:

The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:

The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:

Parcel A:

The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:

The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:

Parcel A:

The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antonette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:

Parcel A:

The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:

The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:

The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:

The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:

The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:

Parcel A:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:

That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:

That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:

The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:

The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:

Parcel A:

The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:

The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:

The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:

The Northwest quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:

Parcel A:

The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:

Parcel A:

The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:

The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:

The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:

The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:

Parcel A:

The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:

The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:

That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:

Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:

Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:

The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

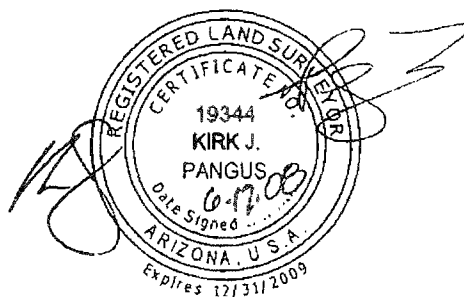
THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008





MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

CASE NUMBER: PLZZ-23-00005

TITLE: Buckeye Tech Corridor (fka Cipriani) Major CMP Amendment and Development Agreement

MEETING DATE: April 16, 2024

Applicant: Cassandra Ayres, Berry Riddell LLC

Owner(s): Cipriani Holdings, LLC

Request: The request involves two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,091-acre site.

District(s): 1

Location: Area generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south. Portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C).

Site size: Approximately 2,091 acres

Public input: An advertised neighborhood meeting was held on June 21, 2023; In addition to the applicant and City staff, approximately 10-12 people attended the open house, though no significant concerns or objections to the proposal were expressed. There were no speakers during the Planning & Zoning Commission's public hearing for this item on February 13th. All required notices of this

public hearing are scheduled for completion in accordance with state requirements.

Recommendation: Conduct a public hearing and recommend that City Council approve the proposed Major CMP Amendment subject to conditions (a) through (ee).

PROJECT DESCRIPTION

1. Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Holdings LLC, is requesting (Exhibit D) approval of a Major Community Master Plan Amendment (CMPA) for the Buckeye Technology Corridor, formerly known as Cipriani. The 2,091-acre project is generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C).
2. The Cipriani CMP currently in effect, approved in 2008, calls for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The original Cipriani CMP also reserved up to five school sites, a fire station site, and a police station site. No development activity has occurred on the site since the 2008 CMP approval.
3. The Buckeye Tech Corridor CMPA, if approved, will replace the existing Cipriani CMP. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus. Accordingly, the proposed CMPA eliminates residential uses and tailors development and design standards in support of the entirety of the property developing with non-residential uses. School sites are also eliminated, as the proposed non-residential development will not generate any demand for elementary or high schools within the project boundaries. The proposed CMPA also preserves the wash corridors that traverse the property as naturalized open space areas.
4. For the purposes of planning infrastructure, the CMP is divided into four separate planning units, as follows:

- Planning Unit 1 (PU-1), approximately 39.7 acres in area, is located at the southwest corner of I-10 and Johnson Road. Approximately 10 acres of PU-1 will develop with commercial uses, with the remaining 29.7 acres to develop with commercial and/or light industrial uses.
 - Planning Unit 2 (PU-2), approximately 1,727.4 acres, is located west of Johnson Road, south of Yuma Road. At this time, it is anticipated that the entirety of PU-2 will be developed with a regional data center campus. If the data center campus does not come to fruition, PU-2 may be developed with commercial uses, light industrial uses, or some combination thereof.
 - Planning Unit 3 (PU-3), approximately 80.0 acres, is located at the southwest corner of Johnson Road and Southern Avenue. Approximately 10 acres of PU-3 will develop with commercial uses, with the remaining 70 acres to develop with commercial and/or light industrial uses.
 - Planning Unit 4 (PU-4), approximately 242.2 acres, is located east of the southeast corner of Johnson Road and Southern Avenue. PU-4 is expected to develop with commercial and/or light industrial uses.
5. 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 and related infrastructure. The most noteworthy components of the proposed Development Agreement between the City and Cipriani Land Holdings, LLC, include:
- Dedication, design, and construction obligations related to construction of public infrastructure both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure, to be borne by the developer unless upsizing of infrastructure beyond what is identified in approved infrastructure master plans is requested by the City.
 - Design and construction obligations pertaining to the installation of a new freeway interchange at I-10 and Johnson Road, to be borne by the developer and required when traffic related to the project reaches a threshold where the new interchange is needed to allow safe and orderly access to the property. To the extent permitted by law, the developer will be permitted to utilize mechanisms such as Community Facilities Districts, development fee credits, and/or third-party repayment agreements to offset the anticipated high cost of the interchange project. The agreement also specifies off-site roadway improvements, also to be borne by the developer, required to

provide sufficient access to the property in the interim period before the freeway interchange is operational.

- Dedication, design, and construction obligations related to up to two combined police and fire stations within the Buckeye Technology Corridor CMP, at least 2.5 acres in area per site, in locations that are acceptable to the City. The agreement obligates the developer to dedicate both safety facility sites, and design, construct, furnish and equip, including staffing and procurement of apparatus and vehicles, one of the two facilities. The agreement also obligates developer to fully fund a temporary public safety facility, including staffing, apparatus, and vehicles, to be operated until the permanent facility is opened.
- Dedication, design, and construction obligations related to a walled Public Works satellite yard, at least 5 acres in size, in a location and configuration acceptable to the City. The agreement obligates the developer to dedicate the parcel to the City, provide water, sewer and power connections to the property, and design and construct a decorative masonry screen wall around the perimeter of the facility.

6. These requests are largely user-driven. A developer of data center projects is expected to purchase approximately 1,727 acres of the 2,091-acre property, approximately 82 percent of the overall CMP area, upon which one of the region's largest data center campuses would develop.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert and farmland	Master Planned Community and Business Commerce	Planned Community (PC) with Cipriani CMP overlay
North	Unimproved desert	Business Commerce and Neighborhood	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), and Rural Residential (RR)
East	Active farmland and unimproved desert	Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned

			Community (PC)
South	Unimproved desert and active farmland	Rural and Agriculture	General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43)
West	Unimproved desert	Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce	Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43)

PUBLIC PARTICIPATION SUMMARY:

7. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on June 21, 2023 at 6:00 P.M. at the Buckeye Valley Chamber of Commerce. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on June 1, 2023, over fifteen (15) days prior to the date of the meeting. Approximately 10-12 people attended the open house, though not all attendees signed-in (Exhibit E). Attendees asked multiple questions about the project and related off-site improvements, though no significant concerns or objections to the proposal were noted.
8. Additionally, two people contacted the project applicant upon receiving the notice of the neighborhood meeting. Per the applicant, both callers sought additional information about the project, but neither expressed any opposition to the proposal.
9. City Staff was contacted by Mr. Eddie Gutzman, owner of a large assemblage of undeveloped property northeast of this site, who expressed support for this project and additional non-residential development in this area. Except for Mr. Gutzman, staff has not been contacted by other people in regards to this request.
10. No public spoke during the Planning and Zoning Commission's public hearing for the CMPA on February 13, 2024. The Commission recommended approval of the proposed CMPA 7-0, subject to staff recommended conditions. The Planning and Zoning Commission does not hear Development Agreement requests.
11. All required notifications of this public hearing were 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 be completed by March 4, 2024
Site Posted	To be completed by March 4, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	To be completed by March 4, 2024

BACKGROUND:

12. *1992-2007:* The area now known as Buckeye Tech Corridor/Cipriani was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
13. *December 2007:* Through Council approval of Ordinance 93-06, the full extent of the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.
14. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay and related Development Agreement were approved to guide development of the site. The CMP provides for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.
15. *February 2024:* Planning and Zoning Commission recommended approval of the proposed CMP Amendment subject to staff recommended conditions.
16. *March 19, 2024:* The request was continued by the City Council to the April 16, 2024 regular meeting.

ANALYSIS:

Uses and Development Standards

17. The proposed CMPA establishes three separate land use categories: Commercial, Light Industrial, and Open Space. With three exceptions noted below, all three categories are applied to the entirety of the CMP, allowing the developer to determine if a particular parcel within the master plan will develop with commercial uses, light industrial uses, or open space. Exceptions, where land uses are restricted, include:

- Stoneman Wash, which winds through the southern half of the CMPA property, is designated exclusively as Open Space. This wash will be preserved as it runs through the property in its natural state.
 - Approximately 10 acres located at the southwest corner of I-10 and Johnson Road is not designated Light Industrial, ensuring retail commercial uses are developed at least in part near this future freeway interchange.
 - Approximately 10 acres located at the southwest corner of Southern Avenue and Johnson Road is also not designated as Light Industrial, preserving land to develop commercially in support of employees working in the Technology Campus and any future residents living on surrounding lands.
18. Each land use category contains its own specific list of permitted uses, development standards, and design requirements, as follows:
- The Commercial category is based upon the City's Community Commercial (C-2) zoning district, with development standards such as setbacks and building height identical to what is allowed in the C-2 zone. The single exception is in regard to lot coverage, where the C-2 zone establishes a 60 percent maximum but the proposed CMP proposed no maximum limitation. Theoretically, this modification could allow for 100 percent of any commercial site to develop with structures; however, because properties will still remain subject to minimum parking requirements, landscape area requirements, and retention requirements, it is highly likely that any commercial development within the CMP will meet the established C-2 maximum.
 - Uses in the Commercial category are based upon those permitted in the C-2 zone, though several uses out of character for a technology campus (such as nursing homes and cemeteries), have been eliminated, while other uses, such as mini-storage facilities and truck stops, have been conditioned with additional siting criteria beyond what is typically required in order to minimize their visibility and create a high quality aesthetic from the perspective of adjacent streets, including I-10.
 - The CMPA's Light Industrial category is based upon the City's Light Industrial (I-1) zoning district, with required setbacks true to the requirements of the I-1 district. Proposed modifications to I-1 standards include eliminating the maximum lot coverage (maximum 80 percent permitted in I-1), though, for the same reasons as noted in the analysis of the Commercial category, development projects in the Industrial category are almost certain to fall well below this maximum after accounting for required landscaping, retention,

and parking. A second modification to the I-1 base standards is to increase maximum building height by 25 feet, from 120 feet to 145 feet, in the Light Industrial land use category. This 8 percent increase from the I-1 standard is supported due to the lack of residential uses, existing or planned, in the vicinity of the property. Without concern for potential conflicts with housing developments, the additional height will optimize operational efficiency of the data center facilities, leading to improved scalability, ultimately benefitting businesses and consumers reliant on digital services.

- Uses permitted in the CMPA's Light Industrial land use are based upon those permitted in the City's I-1 district. In general, these permitted uses are lower intensity in nature, will occur in fully enclosed buildings, and are not typically associated with producing noise, light, or odor impacts. Examples of permitted uses include, but are not limited to, data centers, enclosed light manufacturing, and distribution/warehouse facilities. Heavy industrial uses, such as those with significant outdoor components or those associated with generation of noticeable noise, light, or odor impacts, are not permitted in this CMPA. Certain commercial uses that are likely to serve the employees working within this development, such as day care facilities, restaurants, and recreational facilities, are also permitted within the CMPA's Light Industrial category.
- The Buckeye Development Code does not establish a parking standard specific to data center uses. As these facilities are typically large but occupied by a small number of employees, the CMPA establishes a standard for this use based upon the number of employees anticipated on site during the highest shift, with additional spaces to allow for shift changes to occur efficiently.
- The City does not have a zoning district with a purpose of maintaining and conserving natural open spaces. This CMPA proposes such a district which will cover those portions of the site, such as Stoneman Wash, that are intended to be preserved in their natural condition. Limited uses, such as government facilities and recreational uses, would be permitted in this designation.

19. The CMP contains requirements for architectural character that will ensure the entirety of the development develops in a high quality, complementary fashion. Facades of buildings visible from streets will feature massing and movement, emphasizing entrances through use of additional height and treatment, and incorporate materials that provide for texture and interest. Each building will be expected to incorporate at least two

character elements from a neighboring building to create a sense of cohesion across the entire project. Loading and service areas will be oriented to not face public streets if possible and, if not feasible, full screening of those aspects will be required from adjacent streets.

20. As noted previously, approximately 1,700 acres of the overall site are expected to be purchased and developed with a regional data center campus. Though data center uses have earned a reputation of using significant amounts of water in their cooling processes, advances in technology such as closed-loop water cooling systems as well as air cooled systems that utilize electricity rather than water, have allowed these facilities to develop in areas where water is more limited. To this end, the proposed CMPA restricts the maximum water use across this property to ensure that data centers developed on the property feature water sensitive cooling solutions.
21. The project is not expected to negatively impact surrounding properties. Well-crafted design requirements will ensure the site presents well from surrounding streets, with any service areas fully screened and well buffered. If a large portion of the site develops as a data campus, as presently expected, traffic generated by the project is expected to be well below levels that would be anticipated if residential or commercial uses were developed. Though minimal residential uses are currently occurring in the vicinity of the site, planning staff has no concerns that the contiguous uses would be incompatible.
22. The Imagine Buckeye 2040 General Plan, ratified by voters in August 2018, identified the Buckeye Airport as an Activity Center, envisioning the airport site and surrounding properties as a regional employment hub featuring uses that complement and support the business functions of the airport. In the years following the ratification of the General Plan, City staff have undertaken efforts to master plan the airport property itself, as well as create a specific area plan for the surrounding properties. Though this site does not fall within the boundaries of the activity center area, consideration of alternate runway alignments for the airport may result in greater overflight traffic on the property than were contemplated when the residential vision for the site was initially developed. Non-residential uses, such as those proposed by this CMPA, are more appropriate in impacted areas than the project's original residential concept.
23. If developed with a 1,700+ acre data center campus and ancillary uses, as expected, the regionally scaled site will function as a premier economic engine for the City. Though data centers do not create the quantity of employment opportunities associated with other

light industrial uses, such as light manufacturing, these uses contribute significantly to the fiscal health of a community by generating construction sales tax revenue, property tax revenue, and utility tax revenue, all of which are made more significant due to the high cost to construct these very modern, state of the art facilities.

Open Space

24. Regional trails traversing the property, in locations identified in the City's Parks and Trails Master Plan, will be provided. Locations of trails may be realigned on the property to reduce interference with the planned commercial or light industrial uses, but will be designed to ensure the functionality of the regional system is not negatively impacted.
25. In addition to preserving natural open spaces such as Stoneman Wash, provision of landscaped open space will be required as the project develops, with standards comparable to those within the City's Development Code. Commercial areas will also be required to provide pedestrian oriented open spaces such as plazas.

Access and Circulation

26. The developer will construct half-street improvements where the project abuts any existing or planned public streets, including portions of Johnson Road, Yuma Road, and Southern Avenue. The developer may also be required to complete the east half of 315th Avenue on the project's western boundary and street improvements beyond project frontages (such as improvements to Yuma Road east of the property boundary) to ensure traffic generated by the project will be able to safely and efficiently access the site, as determined in a Traffic Impact Analysis to be approved by the City's Traffic Engineer.
27. Additional streets, public or private, are likely to be needed internal to the project boundaries. Location and classification of those internal streets will be determined during the Planned Unit Plan phase for each planning unit (or portion of a planning unit). Pedestrian circulation from buildings to adjacent public sidewalks will also be required.
28. A future full freeway interchange is planned for I-10 at Johnson Road. Construction of the interchange by the developer, when necessitated by project traffic volumes, will be required. In the interim, until the freeway change is warranted, the developer will be required to complete off-site improvements to improve access to the site from an existing interchange, such as Palo Verde Road.

Water and Wastewater

29. The CMPA property falls within the City of Buckeye's Water and Sewer Service Areas. With regard to water, developments in this CMP and on other properties in this portion of the city are ultimately expected to be served by a future new municipal water campus in the vicinity of the Johnson Road and Broadway Road intersection. With regard to sewer, a future new municipal wastewater treatment facility in a location south of this site is expected to be needed to serve this southwest portion of Buckeye. If volumes are sufficiently low, as anticipated, interim water solutions (such as use of private wells) and sewer solutions (such as use of septic) will be considered in order to allow development to occur before the City's water campus and/or wastewater treatment facilities are constructed. If an interim solution for water and/or sewer is pursued, the project would be converted to permanent City services when those facilities are constructed. It should be noted that the development is expected to create significantly less water and sewer demand than if the project were developed with a traditional, residentially-focused master planned community.

Future Planning

30. Development within this CMP is expected to be phased. The CMP will utilize a Planning Unit Plan (PUP) model to avoid piecemeal development. Using this model, each PUP will master plan minimum 160-acre segments of the property, designating a more specific land use plan for that particular portion and designing water, sewer, drainage, and transportation systems, landscape theming, and signage to allow that segment to function as a unified, cohesive development. Each Planning Unit Plan will be subject to Planning & Zoning Commission approval, at which point site plans for individual building sites within that approved PUP could then be submitted for administrative approval by City staff.

Development Agreement

31. All pertinent City Departments impacted by the proposed Development Agreement, including Engineering, Water Resources, Public Works, Police, Fire, 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 had significant involvement with regard to preparation and review of the agreement language.

RECOMMENDATION:

32. Staff recommends City Council conduct a public hearing and adopt Ordinance 09-24, approving a Major CMP Amendment and Development Agreement for the Buckeye Tech Corridor (fka Cipriani), Application PLZZ-23-00005, subject to conditions (a) through (ee), for the following reasons:

- The CMP Amendment conforms to the property's underlying General Plan Land Use designations
- The CMP Amendment and Development Agreement conform to requirements of the Buckeye Development Code or propose alternative requirements that will not result in development of inferior quality.
- There are no outstanding issues for reviewing departments (City Attorney's Office, Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

General

- a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.
- 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 the CMPA approval.
- c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statute § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.
- d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.
- e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a

developed portion of the property. 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, unless otherwise determined by the City. 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.

- f) 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 unless otherwise modified through a separate agreement approved by the City.
- g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.
- h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
- i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.
- j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.
- l) 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. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

- m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.
- n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.
- o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.
- p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.
- q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

- r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. 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. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.
- s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.
- t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315th Avenue, the City agrees to not require construction of 315th Avenue.

- u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.
- v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.
- w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.
- x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.
- y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.
- z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.
- aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

- bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

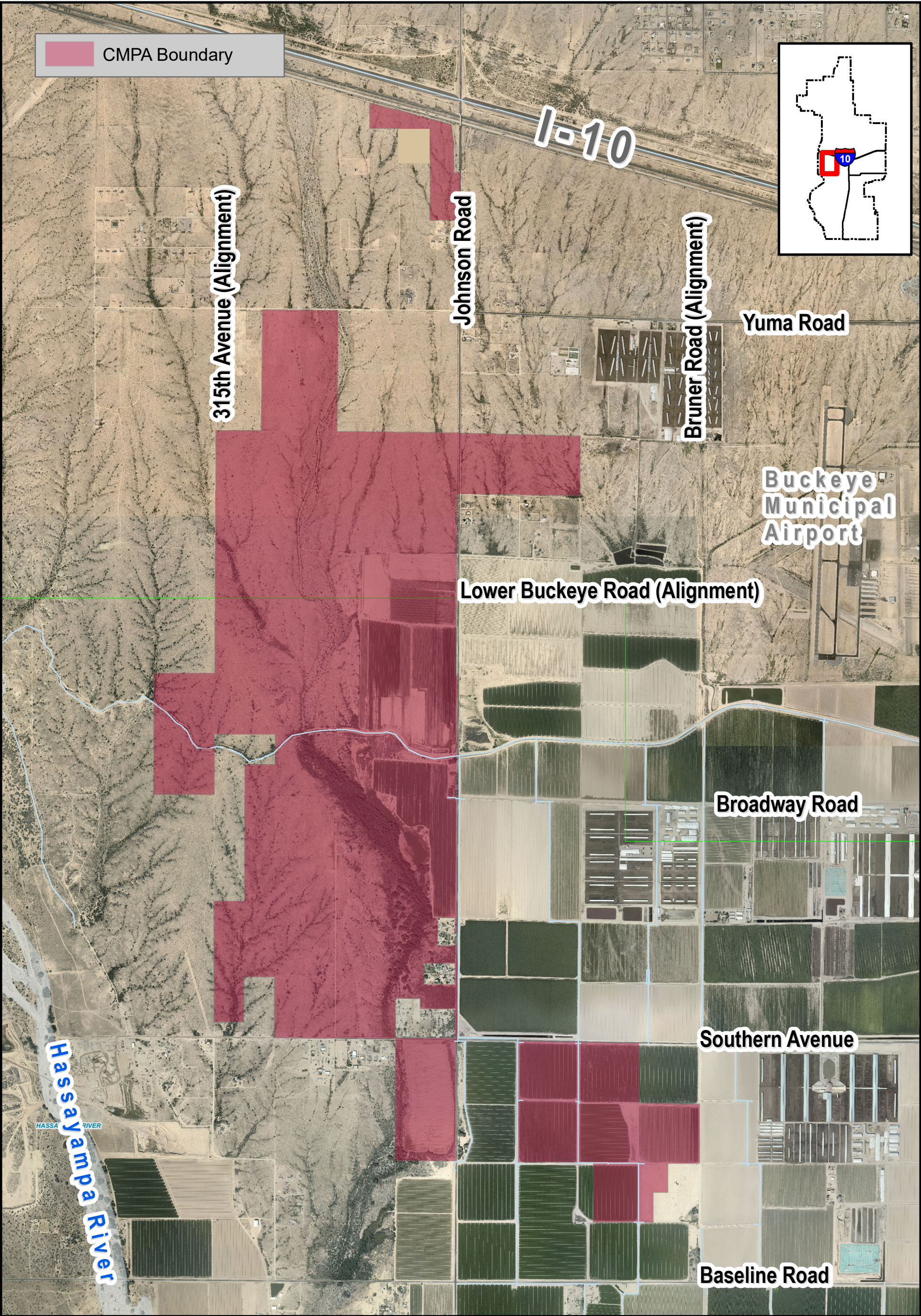
- cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.
- dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.
- ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D - Proposed Buckeye Tech Corridor CMPA Narrative
- Exhibit E – Citizen Participation Report

Prepared By:
Ken Galica, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director

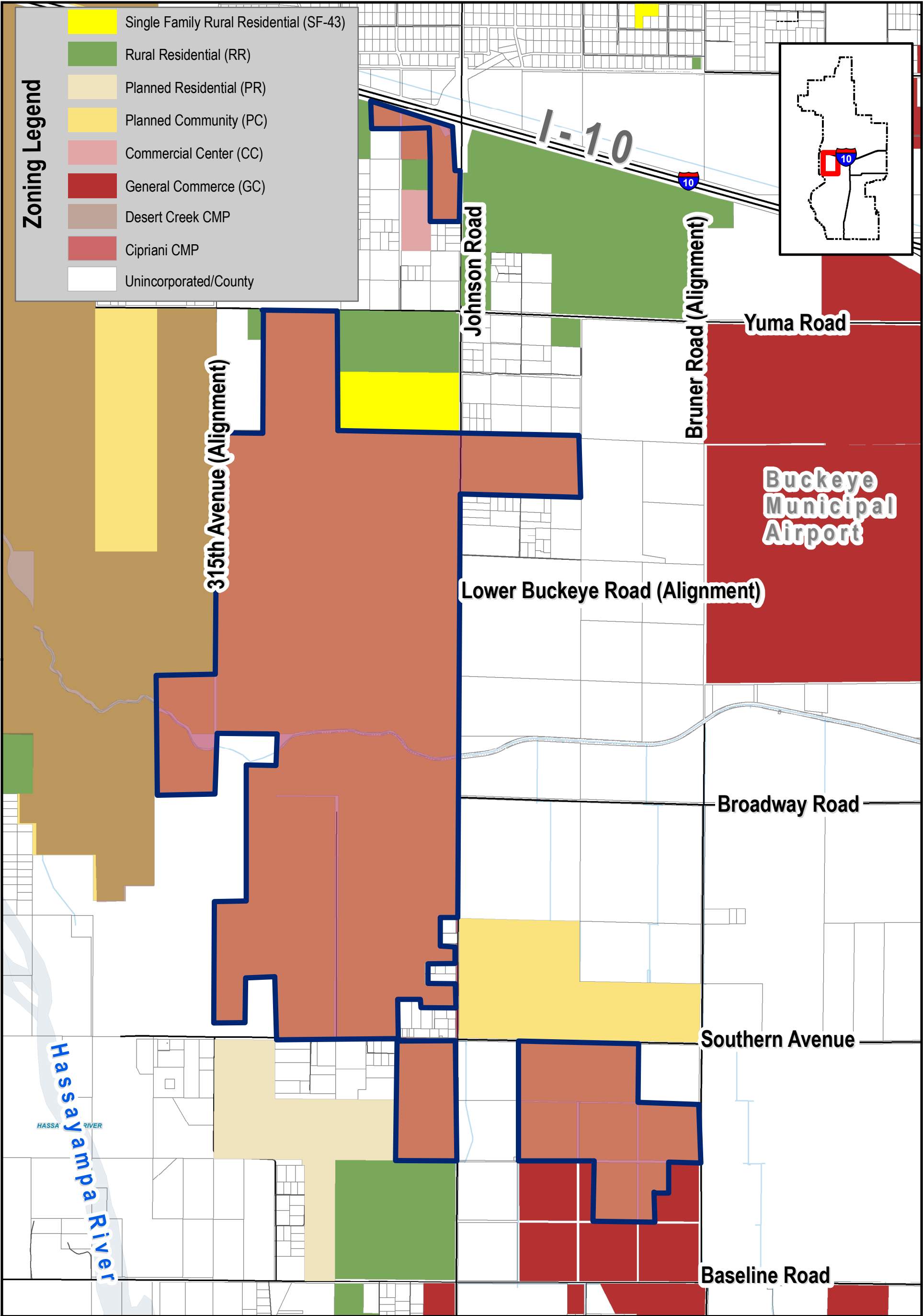


VICINITY MAP

PLZZ-23-00005

Buckeye Tech Corridor Cempa (fka Cipriani)
Council District #1



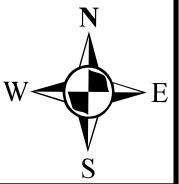


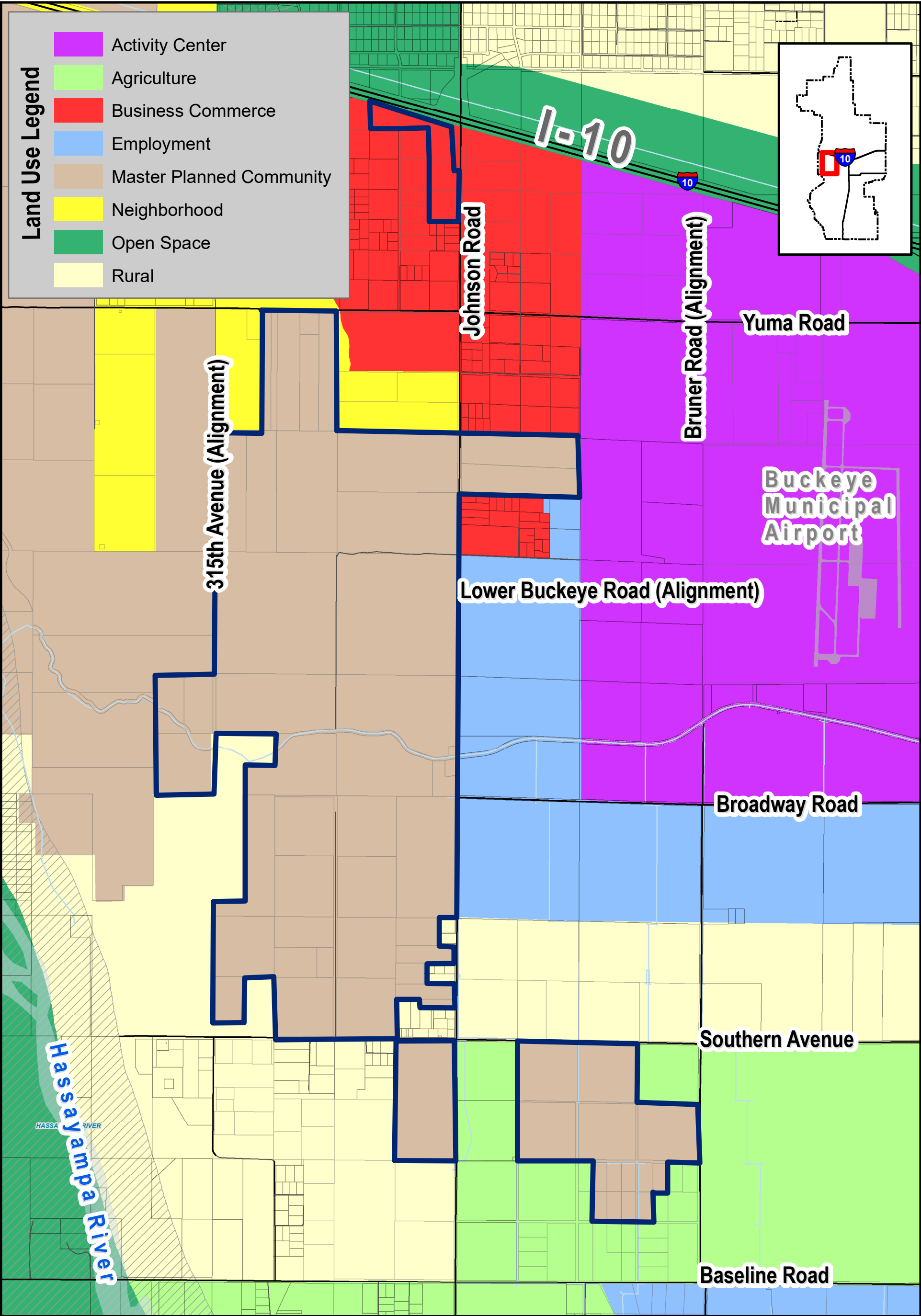
ZONING MAP

Note: CMPA boundary shown in navy blue outline

PLZZ-23-00005

Buckeye Tech Corridor CMPA (fka Cipriani)
Council District #1





GENERAL PLAN LAND USE MAP

Note: CMAPA boundary shown in navy blue outline

PLZZ-23-00005

Buckeye Tech Corridor CMAPA (fka Cipriani)
Council District #1



BUCKEYE TECH CORRIDOR

COMMUNITY MASTER PLAN

A MAJOR AMENDMENT TO THE
CIPRIANI COMMUNITY MASTER PLAN

DECEMBER 07, 2023
3RD SUBMITTAL

PLZZ-23-00005

Property Owner: Cipriani Holdings LLC
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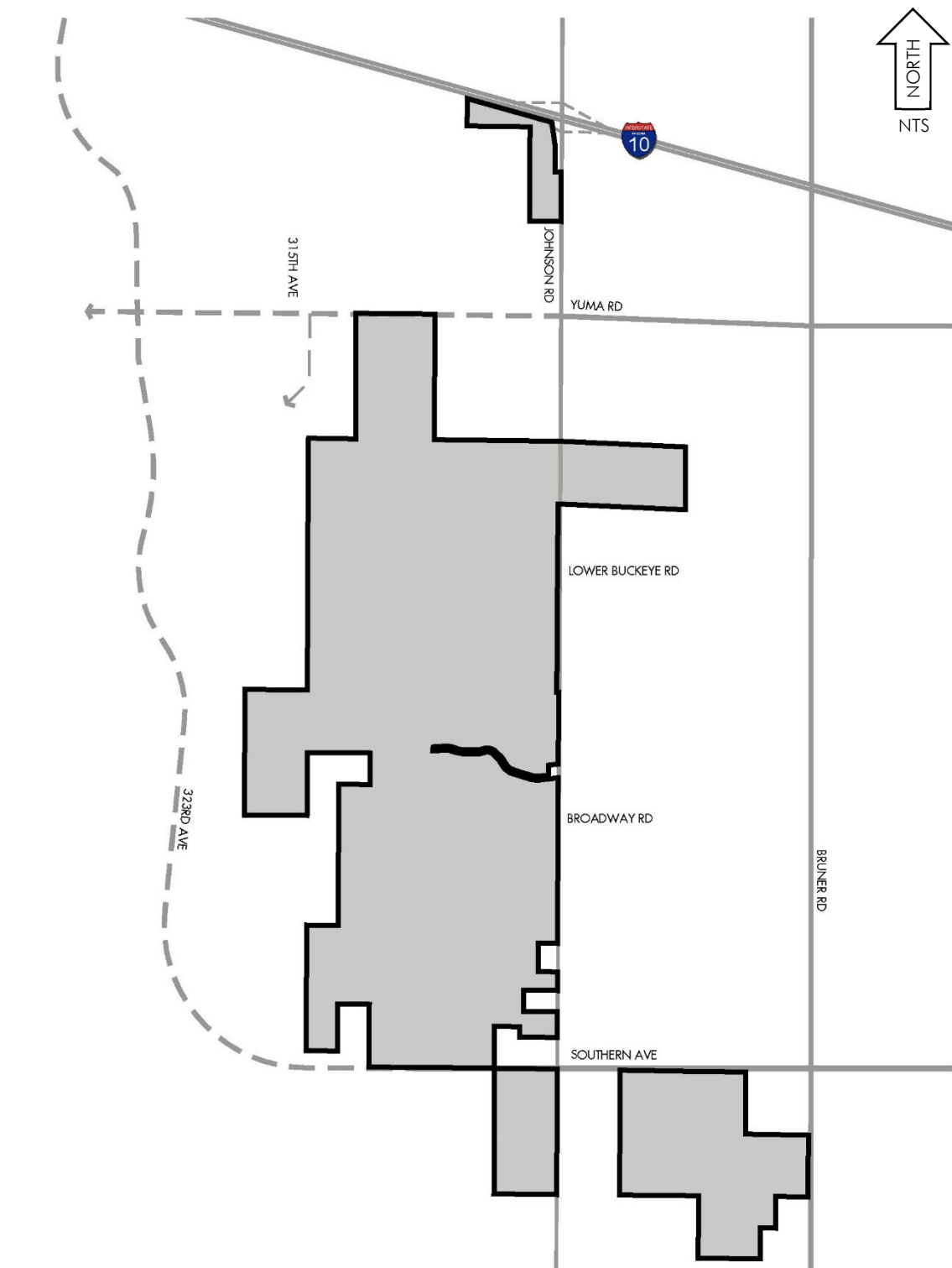
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1. INTRODUCTION

The Planned Community (PC) District is the zoning for approximately 2,091 acres of land in the general vicinity of 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the “Property”). The Property is generally depicted in *Figure 1.1 - Property*, and more accurately described in *Appendix A – Legal Description*.

Cipriani Holdings, LLC, an Arizona limited liability company, owns the Property (the “Owner”). This Community Master Plan for the Property (the “CMP”), a requirement of the PC District, is the principal reference for the implementation of development within the Property. The Owner does not intend to develop the Property itself, but desires with the CMP to set the framework for future development of the Property in a thoughtful and responsible manner.

FIGURE 1.1 - PROPERTY



1.0. VISION

Creating a dynamic economic engine requires a vision of the future where development is planned and implemented differently than is standard practice today. When Daniel Burnham designed the Plan of Chicago nowhere in the plan was there an airport because airports did not yet exist. The framework of the plan, however, guided the location of the future airport in that region. Today we recognize that technology is quickly and constantly changing the way people live, work, and shop.

It is not possible to foresee where these and other technological changes will lead in another 30 to 50 years, but when considering long range plans, it is the framework that will guide development. This framework is intended to encourage a level of flexibility in regard to future development, while concentrating higher intensity development where infrastructure exists and can be provided to support it. Refer to *Figure 1.2 –Technological Innovation*.

FIGURE 1.2 - TECHNOLOGICAL INNOVATION

- 38 years ago, big box retail shopping was not ubiquitous
- 31 years ago, the internet became increasingly more available to the public
- 26 years ago, Amazon was in its infancy stage
- 21 years ago, smart phone technology was replacing the “old” simple flip cellphone
- 11 years ago, drones were not commonly used household gadgets
- 9 years ago, Uber and Lyft began providing “taxi”, cargo and delivery service
- today we are on the brink of a data processing boom



The Cipriani CMP envisioned a “family oriented” community with generous parks to support family activities, youth sports, and other recreational activities. While a great vision for a wonderful community, it is a vision that requires an abundance of water to support it. Water is a valuable resource and how and where it is used is important in the desert. This CMP has a significantly different vision, a vision to create an economic engine for the City, a vision that does not rely on water to support residential uses, and a vision that embraces our desert climate and landscape.

To create a framework with flexibility, the CMP establishes land use designations. Land use designations are described in Section 4 of the CMP. Designations include open space, commercial, and light industrial. The designations specify applicable development standards and permitted uses. More than one land use designation may apply to land within the Property, however, when land is developed a specific land use designation will be selected and applied.

For instance, a nature preserve could be located anywhere within the Property. A nature preserve is permitted in the open space land use designation. This designation therefore includes the entire Property. Similarly, a fire station, a commercial or light industrial land use designation, is also an appropriate designation anywhere within the Property, except within Stone House Wash. These designations are layered in a manner that permits open space everywhere, but not necessarily other designations. Light industrial and commercial uses are not permitted in Stone House Wash where only the open space land use designation is appropriate. Light Industrial is not permitted at the corner of Southern Avenue and Johnson Road, or at the corner of I-10 and Johnson Road where commercial uses are desired by the City. Where land use designations overlap the development options are flexible. In certain areas, undeveloped land could be developed with an open space use, a commercial use, or a light industrial use. Prior to the approval of such development a selected land use designation is applied.

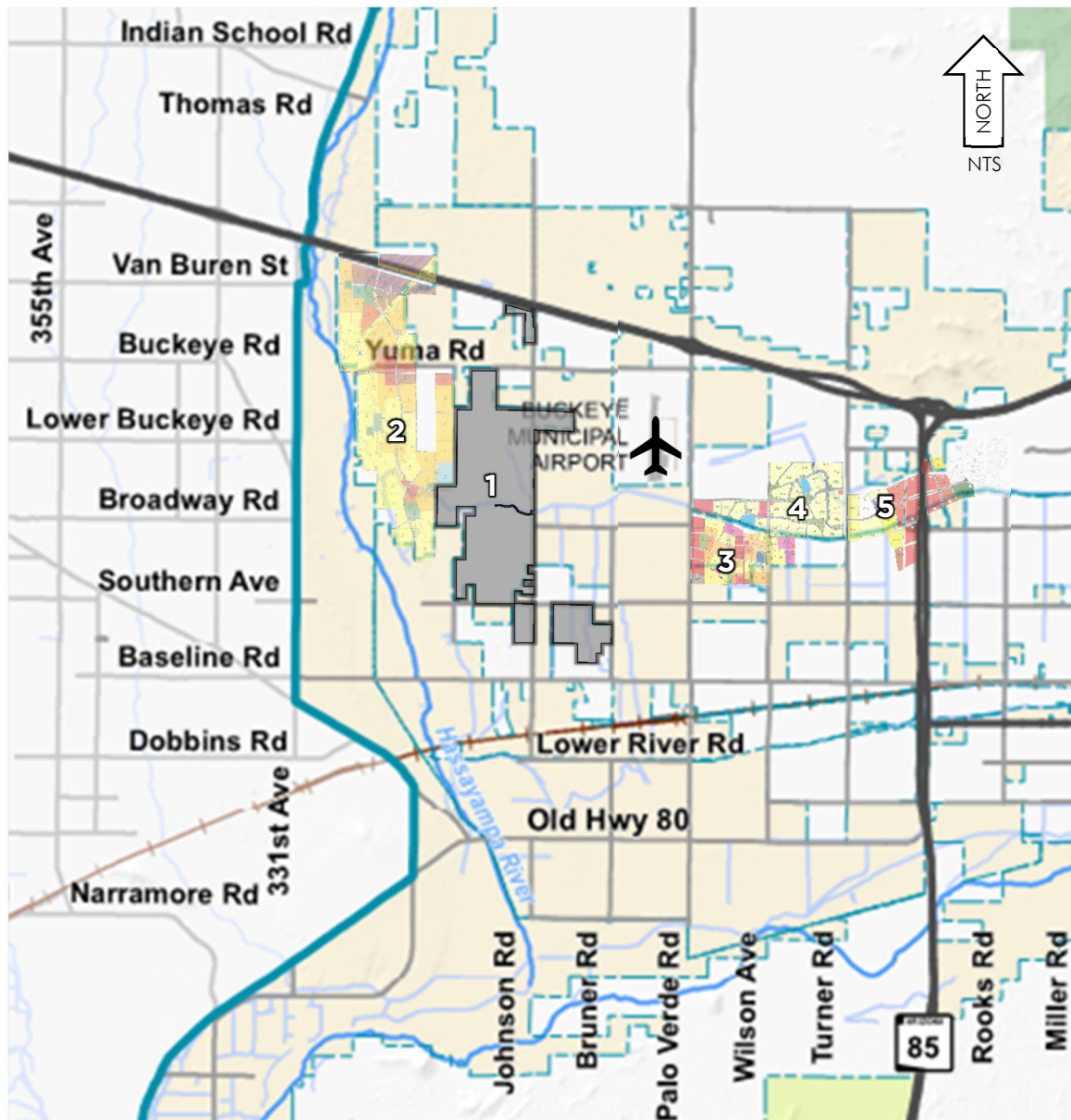
2. EXISTING CONDITIONS

2.0. SITE CONTEXT

The Property is located south of Interstate 10 ("I-10") and approximately 4-miles west of State Route 85 ("SR 85") in the City of Buckeye (the "City"). The largest contiguous area of the Property is approximately 1,700 acres of land located west of Johnson Road between Yuma Road and Southern Avenue. Approximately a half-mile east of the Property is Buckeye Municipal Airport. There are four other community master plans in the region south of I-10 and west of SR 85. Three of these, Westpark, Westwind, and Silver Rock, are east of Palo Verde Road. The other, Desert Creek, is west of the Property. See *Figure 2.1 - Site Context*.

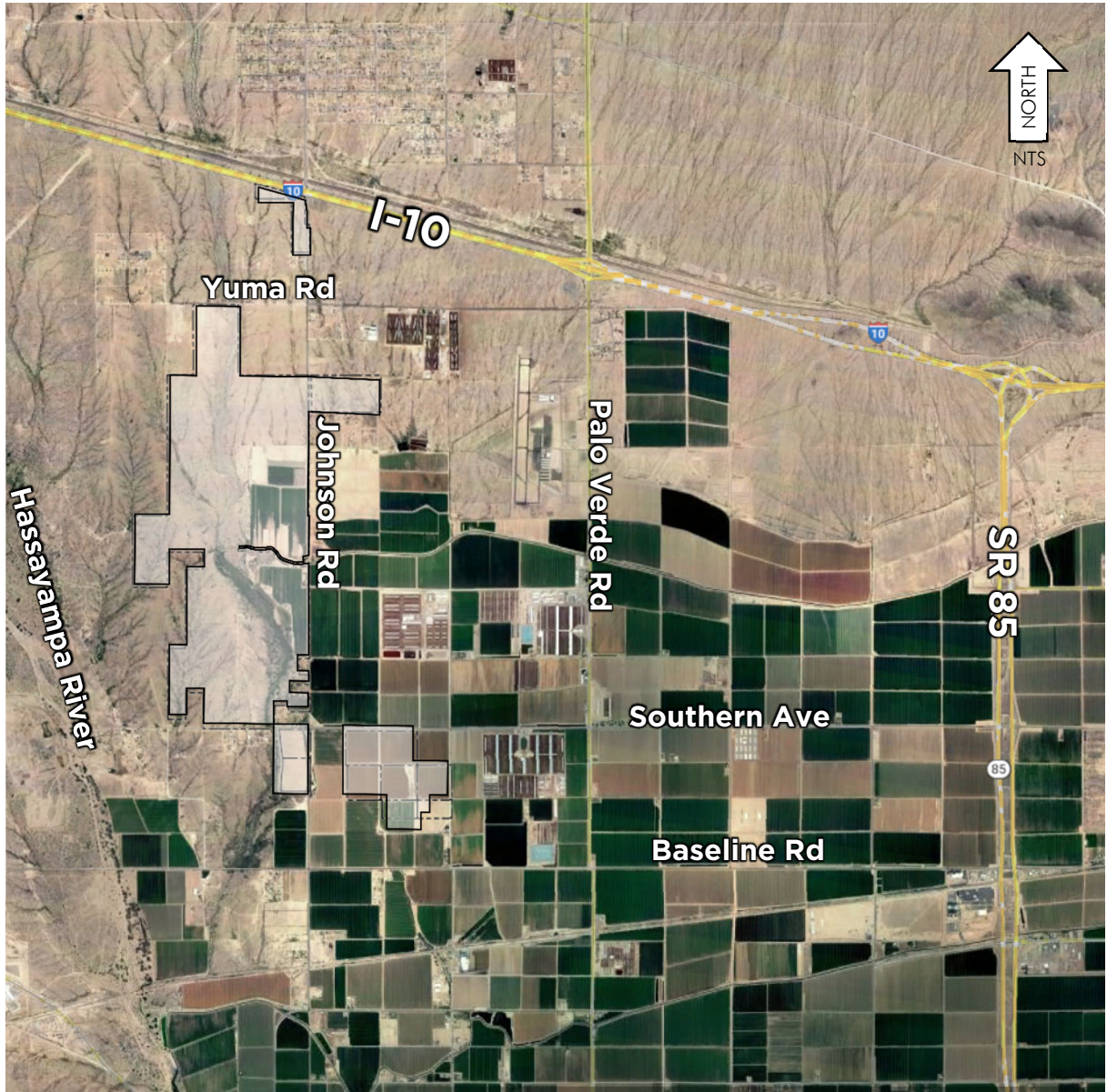
West of Desert Creek is the Hassayampa River. The river joins the Gila River south of Old Highway 80. Approximately 1 mile south of the Property is a branch of the Union Pacific Railroad. Agricultural uses are significant as shown in *Figure 2.2 - Aerial Context*. The Property includes some agricultural uses but is primarily undeveloped land.

FIGURE 2.1 - SITE CONTEXT



1. Buckeye Tech Corridor
2. Desert Creek (CMP-2007)
3. Silver Rock (CMP-2005)
4. Westwind (CMP-2005)
5. Westpark (CMP-2000)

FIGURE 2.2 - AERIAL CONTEXT



2.1. CIRCULATION

Access to the Property is possible via Yuma Road, Johnson Road, and Southern Avenue; all currently two-lane paved roadways. The I-10 interchange nearest the Property is located at Palo Verde Road. I-10 access ramps do not exist at Johnson Road, however an overpass does.

South of I-10 and west of SR 85 vehicular circulation occurs on two-lane roads (one through lane in each direction) along Southern Avenue, Baseline Road, Palo Verde Road, and Johnson Road. *Figure 2.3 - Existing Lane Configuration* depicts the existing lane configurations as described in the 2019 Buckeye in Motion Transportation Master Plan. Yuma Road is also a paved two-lane road between Johnson Road and Palo Verde Road.

FIGURE 2.3 - EXISTING LANE CONFIGURATION

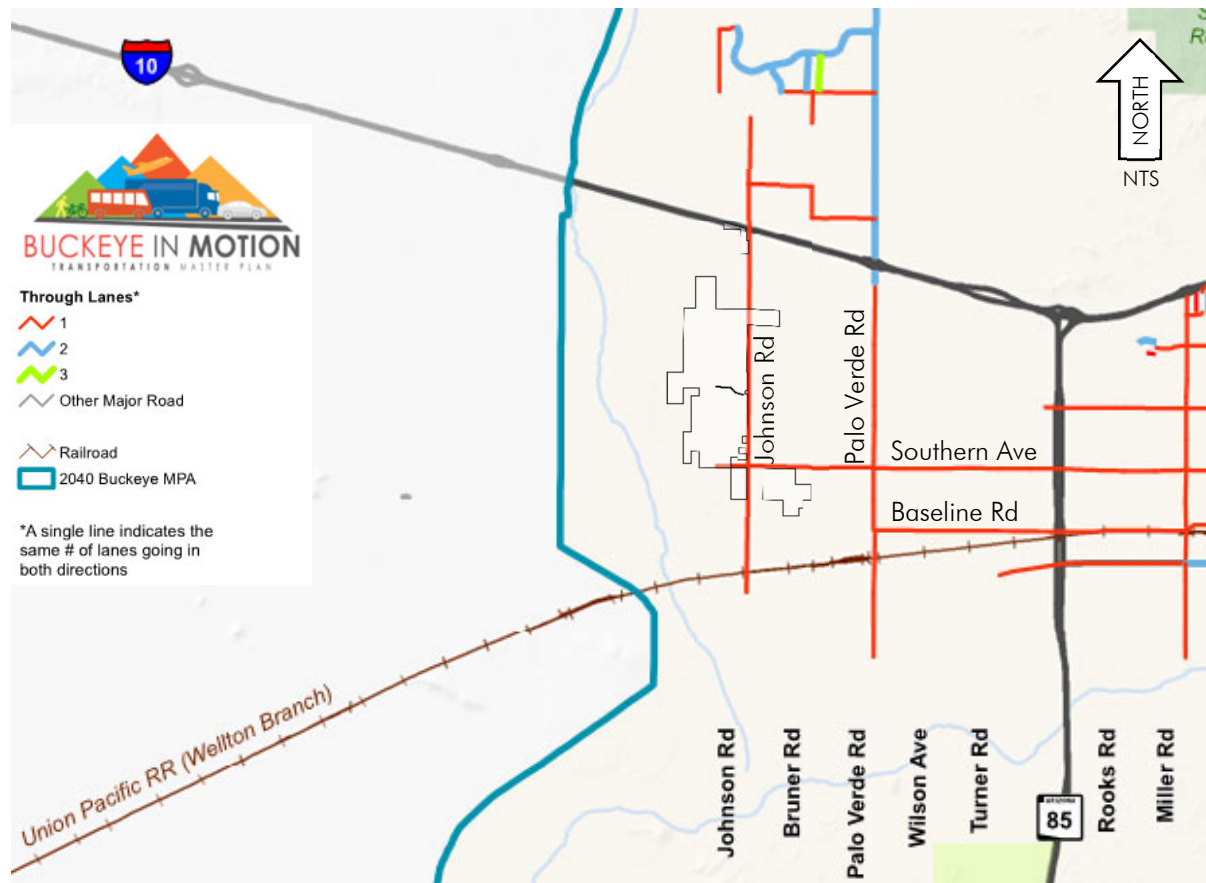


Figure 2.4 - MAG Facility Type depicts the Maricopa Association of Governments ("MAG") roadway classification as described in the 2019 Buckeye in Motion Transportation Master Plan. East/west roads classified as Arterial include 1) Southern Avenue from SR 85 to Bruner Road, 2) Baseline Road from SR 85 to 331st Avenue, and 3) Yuma Road between Johnson Road and Palo Verde Road. North/south roads classified as Arterial include Johnson Road and Palo Verde Road between I-10 and Old Highway 80. Unpaved roads include Johnson Road and Palo Verde Road between I-10 and Old Highway 80. Collector roads include Johnson Road and Palo Verde Road between Old Highway 80 and the southern boundary. Other roads include Bruner Road, Wilson Avenue, Turner Road, Rooks Road, and Miller Road. The map also shows the 2040 Buckeye MPA boundary, the Union Pacific RR (Wellton Branch), and the Tenopah-Salome Hwy.

FIGURE 2.4 - MAG FACILITY TYPE



Figure 2.5 - Future Street Network depicts the City's future roadway network as described in the 2019 Buckeye in Motion Transportation Master Plan (the "TMP"). The principal routes include the Parkway classification. Yuma Road and Southern Avenue are the principal east/west Parkway routes. Palo Verde Road is the principal north/south Parkway route. Johnson Road is the major arterial serving the Property. From SR 85, the Broadway Road alignment swings south to the half-mile alignment north of Southern Avenue. It then includes a pair of 90-degree jogs before intersecting with Johnson Road. West of Johnson Road the alignment curves north (along the 323rd Avenue alignment) where it eventually intersects with Yuma Road. South of this alignment 323rd Avenue has an Arterial roadway classification. South of this alignment 323rd Avenue has an Arterial roadway classification.

FIGURE 2.5 - FUTURE STREET NETWORK

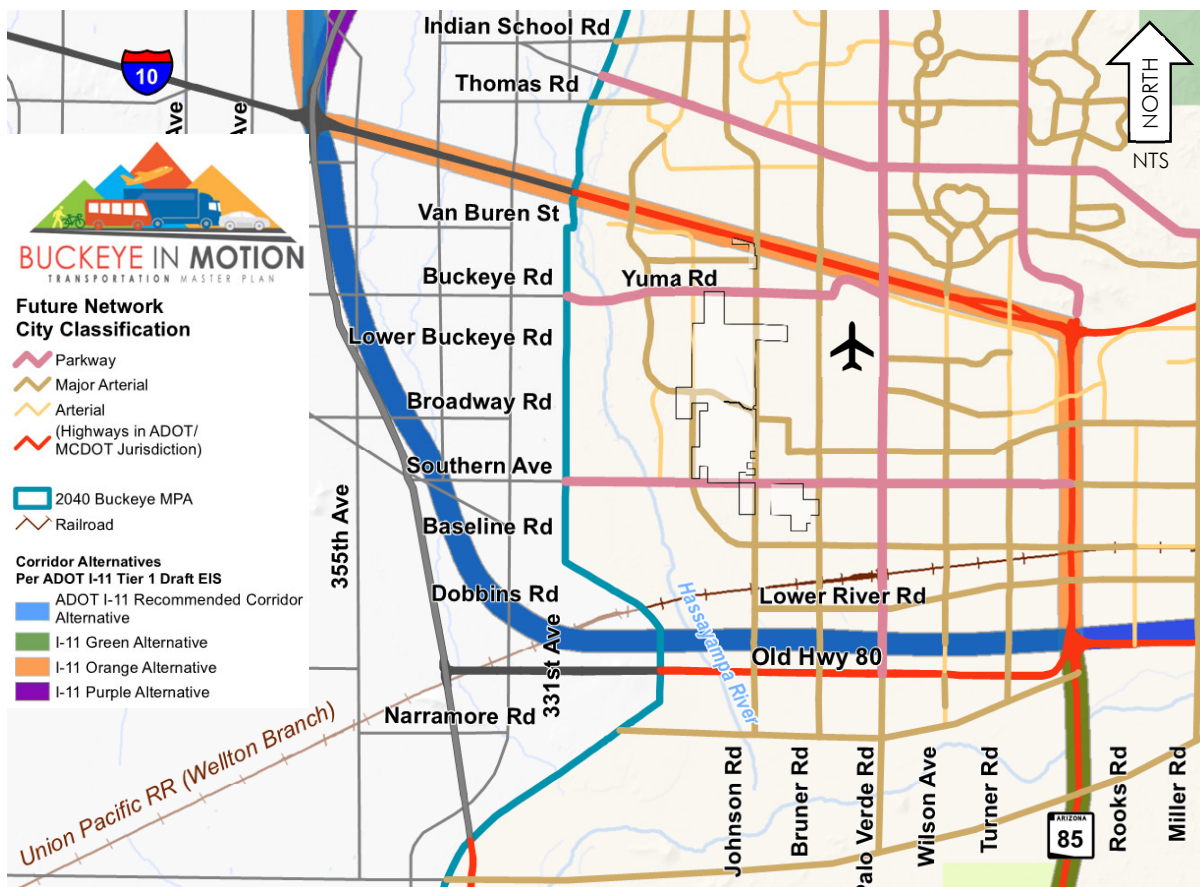
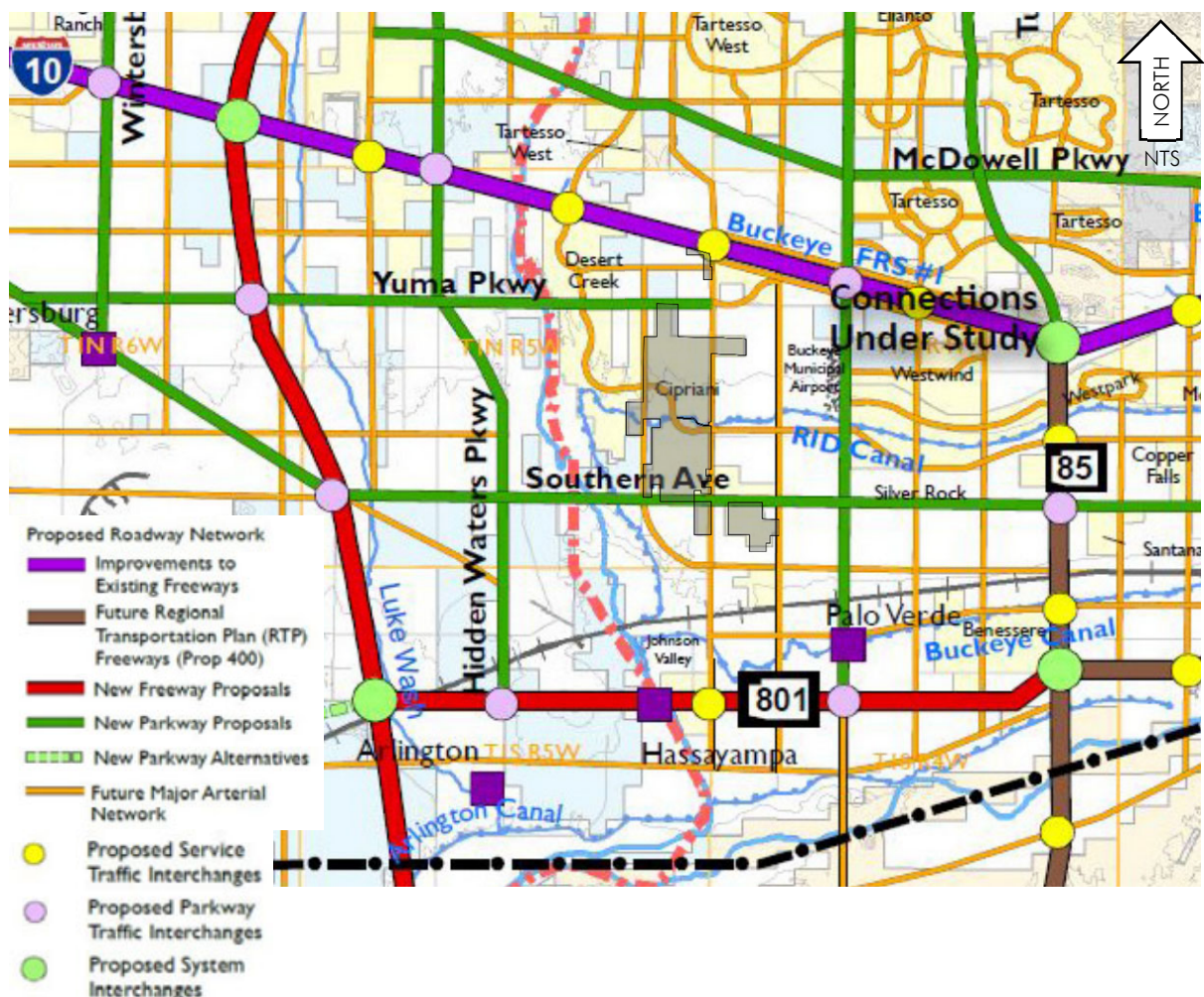


Figure 2.6 - I-10/Hassayampa Valley Transportation Framework Study depicts a portion of the I-10/Hassayampa Valley Roadway Framework Study by MAG. The study recommends interchange access along I-10 almost every other mile. In addition to access from I-10, access to the conceptual alignments of State Route 801 and Interstate 11 are recommended.

According to the Regional Transportation Plan (the "RTP") by the Arizona Department of Transportation ("ADOT"), Federal Highway Administration ("FHWA") and MAG, the State Route 801 (renamed State Route 30) study area extends from State Route 202 to State Route 303 on an alignment between Lower Buckeye Road and Baseline Road.

FIGURE 2.6 - I-10/HASSAYAMPA VALLEY TRANSPORTATION FRAMEWORK STUDY



2.2. AIRPORT

The Buckeye Municipal Airport is located approximately a half-mile east of the Property. The Property is outside of the Airport Overlay District (the “AOD”). **Figure 2.7 - Airport Overlay District**, from the City’s Development Code, depicts the boundary for the AOD. The 65 Ldn contour line is located within the confines of the airport. Additionally, the City’s Buckeye Airport Area Plan, a task of the Imagine Buckeye 2040 General Plan, envisions the Buckeye Airport area as a regional employment and retail hub. The CMP supports this vision by providing a framework that places an emphasis on commercial, employment, and light industrial uses.

2.3. ROOSEVELT IRRIGATION DISTRICT CANAL

The Roosevelt Irrigation District (the “RID”) canal conveys groundwater and treated effluent from the 91st Avenue Water Reclamation Facility (WRF) and delivers water for irrigation of agriculture. The RID canal enters the Property at Johnson Road approximately 900 feet north of the Broadway Road alignment. The canal terminates approximately 2,500 feet west of Johnson Road. A non-operational section of the RID canal extends westerly from Stone House Wash towards the Hassayampa River.

2.4. REGIONAL DRAINAGE PATTERNS

The Property is located within the Phoenix Active Management Area and more specifically within the Hassayampa Groundwater Sub-basin. The site generally slopes from the northeast to the southwest towards the Hassayampa River located approximately one mile west of the Property. The elevation at the intersection of Johnson Road and Yuma Road is approximately 1,040 feet above sea level, while the elevation at 315th Avenue and Southern Avenue is approximately 930 feet above sea level. The slope within the Property is roughly one percent with greater variations near wash corridors.

The Property is impacted by offsite runoff along the northern, eastern, and southern boundaries generated primarily by the undeveloped rangeland between the Buckeye Flood Retarding Structure (FRS) No. 1 just north of I-10 and the Property. The offsite runoff generally enters the Property both as sheet flow and within a number of natural wash corridors. The most significant wash corridor within the Property is referred to

as Hassayampa River Tributary 1E, or “Stone House Wash”. The wash is located west of Johnson Road and enters the Property at Yuma Road and exits the Property at Southern Avenue where it then skirts the western edge of the Property. The wash outfalls to the Hassayampa River approximately 1.8 river miles downstream of the Property. The Roosevelt Irrigation District canal terminates east of the wash just north of the Broadway Road alignment. South of the canal termination vegetation within the wash is a result of flows exiting the canal and draining to the wash.

Runoff generated onsite and offsite enters the Property and flows south as sheet flow and within the Hassayampa River tributaries within the Property. Upon exiting the southern boundary of the Property, the combined onsite and offsite runoff enters the Hassayampa River. Both the Hassayampa River Tributary 1E and an unnamed wash corridor near the southwestern corner of the Property were previously designated as Waters of the United States (WOTUS) per Section 404 of the Clean Water Act. The limits of these designations may be re-evaluated by the US Army Corps of Engineers and it is expected that the 404 status for the Hassayampa River Tributary 1E wash will remain, while those for the unnamed wash will be removed.

2.5. ENVIRONMENTAL EVALUATIONS

To the extent a biological evaluation concludes there are threatened or endangered species within the Property, the Property will be developed in compliance with City, county, state and federal laws. A geotechnical assessment and Phase I Environmental Site Assessment have concluded there are no recognized environmental conditions.

2.6. WATER SERVICE

The Property is within the City of Buckeye’s incorporated limits and water service planning area. Most of the property is in planned Pressure Zone 2, although the small area south of Southern Avenue is in Pressure Zone 1. Existing City-owned water infrastructure within the vicinity of the Property includes two City wells (Wells 12 and 14) approximately one-half mile east of the Property. A third City well (Well 13) is also under construction in the same area. A 12-inch well transmission main runs from the wells east along Yuma Road and then continues south along Johnson Road as a 16-inch main. These wells deliver water to Buckeye’s downtown area

and the transmission main does not have sufficient capacity or pressure for use as a distribution source to the Property.

The City's 2017 Integrated Water Master Plan (IWMP) identified preliminary locations for three water campuses in the vicinity of the Property based on then-assumed water service areas. Per City staff, these locations and associated service areas are flexible and can be refined. As the Property and surrounding areas develop, it is anticipated that only a single water campus may be needed to serve the Property and surrounding areas, which could be located along Johnson Road near Broadway Road. This campus would have two sets of pumps, one for serving property north of Southern Avenue in Pressure Zone 2, with the other set of pumps serving property south of Southern Avenue in Pressure Zone 1.

The Property is divided into planning units, with Planning Unit 2 (PU-2) generally located west of Johnson Road between Yuma Road and Southern Avenue (see also Section 3.2.A. – Planning Units). Depending on anticipated uses as the Property develops, if potable water demands are small (such as data center and warehousing uses) and the total potable and industrial process water demand does not exceed 2,000 acre-feet per year (AFY), the first parcels to develop and all of PU-2 may be served potable water and industrial process water by private onsite wells as long as appropriate groundwater withdrawal rights are in place in accordance with Arizona Department of Water Resources (ADWR) requirements. One or more private fire storage tanks and booster pump stations would be constructed to meet fire flow requirements. In this scenario, the wells, storage, and booster pumps would be privately owned and operated.

An alternative to this scenario for PU-2 is to drill and develop two wells to City standards. These wells, together with waterlines to each parcel (or group of parcels), would be owned and operated by the City and would provide water for industrial cooling and fire protection purposes. Water would be metered at parcel property lines. Parcels would then provide onsite private piping, storage tanks and booster pumps to meet fire protection requirements and for industrial cooling water. In this scenario, exempt (pumping rate less than 35GPM per ARS 45-454) private wells would be drilled by parcels to provide potable water.

If, at the time of development, the landowner decides that one of the above

scenarios are not desired, a minimum of two wells would be drilled and equipped to City standards and the first phase of a City-owned water campus would be constructed. Additional wells, including a redundant well, would be drilled if the water demands exceed the capacity of the first two wells. Supply redundancy may also be provided by connecting to the well transmission main along Johnson Road. This connection would be controlled by valves or other devices that allow the City to have complete control over the water from the City-owned water campus to the City's transmission main and vice versa, to ensure that the connection only flows when there is excess capacity in the system and when doing so does not negatively impact the existing service area. At the discretion of the developer and subject to agreements with Roosevelt Irrigation District (RID), process water may also be provided by RID and conveyed to the Property via the RID Canal, which terminates on the Property. The Developer is also considering the possibility of utilizing treated effluent which, subject to agreements with appropriate parties being in place and the right to do so being issued by the effluent provider, could be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.

2.7. WASTEWATER SERVICE

The Property is within the City of Buckeye wastewater service planning area. There is no existing wastewater infrastructure within the vicinity of the Property. The City's 2017 IWMP identified preliminary locations for future water reclamation facilities (WRFs) to treat flows from the region, and also identified preliminary sewer shed boundaries for each WRF, one of which generally follows the RID canal and bisects the Property. Per the City, the WRF locations and sewer shed boundaries identified in the 2017 IWMP are preliminary and can be adjusted as the Property and surrounding area develop. Since the City is supportive of larger regional service areas for each WRF and the Property and surrounding area generally slope to the south, it is anticipated that flows from the Property and surrounding area can be served by a single regional WRF near the southern end of the Property at full buildout.

Depending on anticipated uses as the Property develops, wastewater flows from the Property may be insufficient to support the first phase of a regional WRF. Wastewater captured after multiple cycles of a data center cooling process or other industrial

processes may be of inappropriate quantity and/or quality to discharge directly to a WRF and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge. The City has indicated that, if the Property's initial wastewater flows to be directed to treatment are small (e.g., typical of flows from light industrial, warehousing, etc.), the development may be served by one or more septic systems. If the buildout wastewater flows from one or more parcels within the Property are anticipated to exceed the flow that the City and ADEQ allow for individual septic systems, those parcels may be dry piped for sewer service at the time of development so they can be easily connected to a regional gravity sewer system as the larger region builds out and a regional WRF is constructed.

As the Property develops, if wastewater flows from one or more parcels are projected to exceed what the City and ADEQ allow for septic systems but are not sufficient enough to support the first phase of a regional WRF, a temporary WRF may be constructed to handle the flows on an interim basis until the first phase of the permanent WRF is brought online.

PU-2 is anticipated, but not required, to be developed in its entirety for Data Center and Data Center related uses as defined in Section 6. Due to the low number of employees associated with this use, septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.

2.8. ENCUMBRANCES

The Property is an assemblage of parcels as described in *Appendix A – Legal Description*. The Property is encumbered by some existing easements and rights-of-way. The abandonment and/or realignment of these easements and rights-of-way is anticipated and required to allow for development appropriate to the vision of the CMP.

3. COMMUNITY MASTER PLAN FRAMEWORK

Pursuant to the City of Buckeye Development Code (the “Development Code”), the purpose of the CMP is to a) permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and nearby properties; b) to permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under the Development Code; and c) to encourage integrated and unified design and function of the various uses comprising the CMP.

This CMP, as the implementation tool of the Planned Community zoning district (“PC District”), establishes: 1) an overall vision for the Property, 2) the primary framework for improvements within the Property, 3) sets forth a logical planning process appropriate for phased improvements, and 4) defines the standards and regulations that govern the development. As more detailed planning occurs, additional information will be provided to ensure that the necessary infrastructure is available to serve the future uses within the Property.

The CMP focuses on a range of possible uses and development standards to create appropriate built form without pre-mandating specific solutions. For example, a business park looking for a site near the Airport can use this CMP to identify possibilities. While the CMP does not specify exactly where a business park must be located, it proposes a set of options.

The key to achieving the needed flexibility are the land use and infrastructure development standards that are applied to the development of the Property. Land use designations guide the character and quality of the built environment allowing for a range of acceptable uses to occur and evolve over time. Market forces and conditions may direct the timing for the development of individual components within the Property.

3.0. RELATIONSHIP WITH THE DEVELOPMENT CODE

The uses, development standards, densities and other provisions as provided in this CMP and the Development Agreement, as amended, shall govern the development of the Property to the extent that these conflict with the City of Buckeye Code of Ordinances, rules, regulations and standards of development including, but not limited to, resolutions, design, detail, official policies and procedures (collectively, as amended or adopted from time to time, the “Laws and Regulations”). Otherwise, the Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to this CMP or the Development Agreement, shall apply to the Property. To the extent changes to the Laws and Regulations not attributed to the future laws and regulations paragraph below cause a significant, negative impact on the cost or constructability of the improvements, the Parties agree to utilize the dispute resolution procedure outlined in the Laws and Regulations section of the Development Agreement, as amended.

Future laws and regulations shall apply to the Property, regardless of the impact on the development of the Property, if such future laws and regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or are necessary to alleviate or otherwise contain threats to public health or safety. The applicability of future changes in the Laws and Regulations will be construed as a condition to development imposed by operation of law.

3.1. COMMUNITY MASTER PLAN HIERARCHY

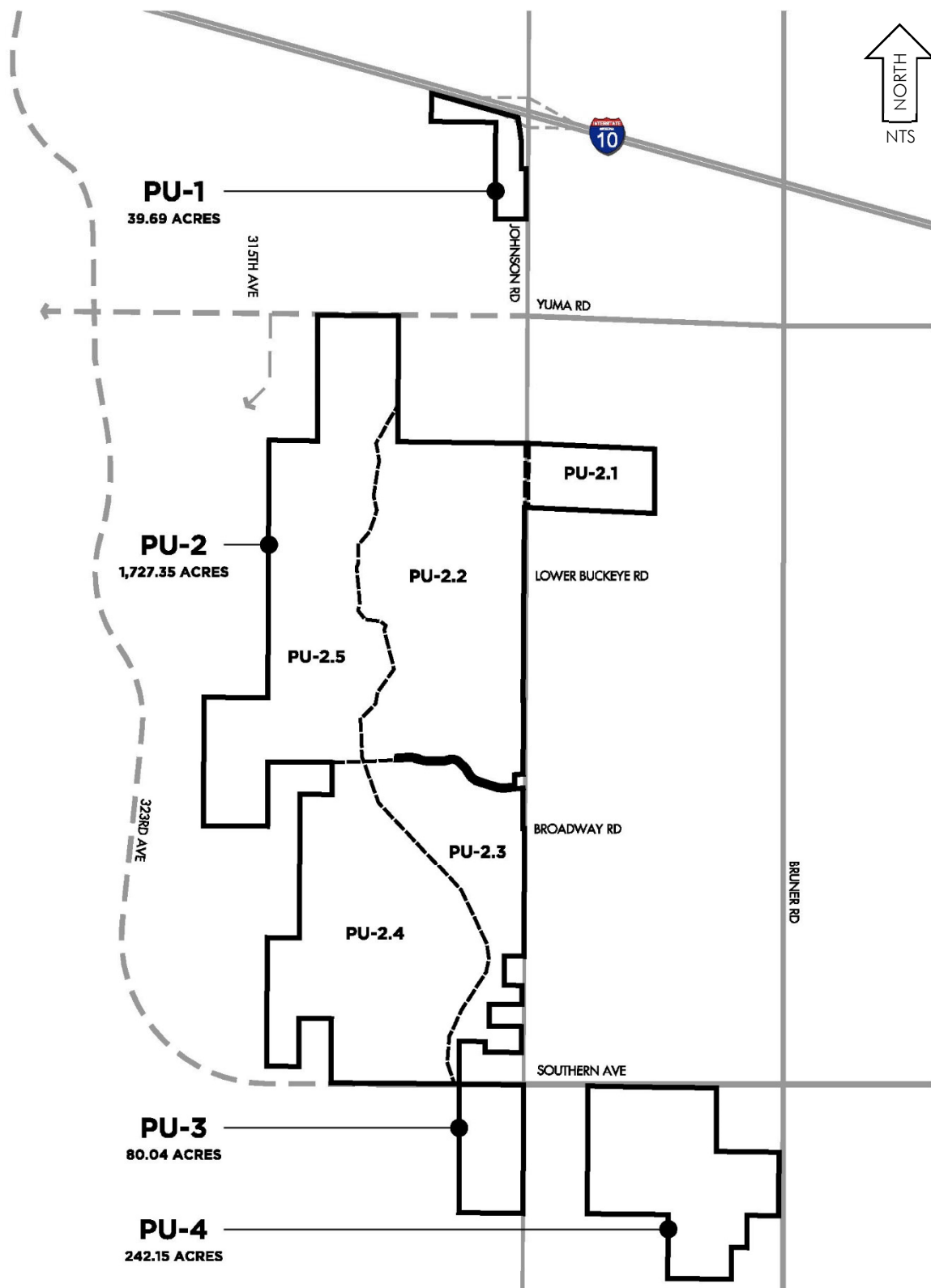
The CMP is the first level of planning and sets forth the regulatory framework for the development of the Property. It establishes planning units, a land use budget, land use designations, permitted uses, and development standards. These framework elements guide development within the Property to occur in a manner that can accommodate the market, surrounding conditions, and redevelopment of the Property over time.

A. PLANNING UNITS

The Property is divided into planning units (together, the “Planning Units”,

individually, a “Planning Unit”). See **Figure 3.1 – Planning Units**. The Planning Units are conceptual in nature and do not necessarily define a development parcel boundary, but rather identify areas of land within the Property to phase the environmental and infrastructure analyses. Planning Units are used to further define the Land Use Budget. A Planning Unit boundary, or portion thereof, may be reasonably adjusted to follow a lot line, tract boundary or roadway as ultimately platted or constructed. It is anticipated that Planning Units will contain multiple parcels.

FIGURE 3.1 - PLANNING UNITS



B. MASTER REPORTS

Infrastructure planning will occur at various times and at increasing levels of detail as the Property develops. The CMP provides an overview concept of the infrastructure planning for the Property. To assure that the development and intensities proposed can be reasonably accommodated in an orderly fashion, master reports for water, wastewater, drainage, and transportation (individually a “Master Report” and collectively the “Master Reports”) will provide an additional level of analysis for infrastructure planning for the Property.

Master Reports will be provided prior to development within a Planning Unit. The Property will be developed in phases; accordingly, a Master Report, or Planning Unit Plan, may be prepared for the specific Planning Unit, or a portion thereof, in which development will occur rather than the entire Property. Updates to a Master Report may be required by the City Engineer if significant changes are made to the assumptions utilized to prepare the Master Report. Master Reports may be amended with the approval of the City Engineer. The scope of an update is limited to the Planning Unit, or portion thereof, necessitating the need for an amendment. Because these reports may be updated throughout the development of the project, they will be administratively reviewed and approved by the City separate from this CMP.

Ultimate improvements will be based on actual site plans and subdivision plats. A site-specific infrastructure report shall be developed, as necessary, and submitted with a subdivision plat or site plan for that specific subdivision plat or site plan. A site-specific infrastructure report is not required when a subdivision or development plan is equally or less intense than that assumed in the Master Report. This does not preclude the need to provide a basis of design report for water, sewer, or drainage with a development plan.

C. ENVIRONMENTAL ANALYSIS

Similar to the Master Reports, required environmental analyses may be prepared for the specific Planning Unit or specific site where development will occur rather than the entire Property.

D. LAND USE BUDGET

Figure 3.2 - Land Use Budget sets forth the minimum and maximum amount of intensities and densities for the Property as a whole. The intensity and density are subject to the Land Use Designation at the time of site plan or subdivision plat approval and are dependent on several conditions including drainage, topography, and infrastructure.

FIGURE 3.2 - LAND USE BUDGET

Land Use Designation	acres	Commercial	Light Industrial	Open Space
		<i>sf</i> <i>max</i>	<i>sf</i> <i>max</i>	<i>acres</i> <i>min</i>
Planning Unit 1	39.7			6.0
Planning Unit 2	1,720.8			172.1
2.1	78.3			7.8
2.2	483.7			48.4
2.3	205.4			20.5
2.4	456.4			45.6
2.5	497.0			49.7
Planning Unit 3	80.0			12.0
Planning Unit 4	242.2			36.3
TOTAL	2,082.6	NOT LIMITED	NOT LIMITED	226.4

Notes:

1. Open space required to meet the minimum requirements shall be designated OS
2. Open Space required for one planning unit may be provided in another planning unit
3. Planning Unit areas are net existing rights-of-way (gross area = 2,091 acres)

E. SITE PLANS AND SUBDIVISIONS PLATS

The most detailed level of planning and development review occurs with the approval of a final site plan and/or a subdivision plat. This level of planning provides site specific details of individual parcels and will identify land use and the location of buildings. When required, detailed site plans and subdivision plats will be prepared, submitted for review, and approved by the City, following City process, before development occurs on a particular portion of the Property. Submissions at the site plan and subdivision plat level will be of sufficient detail to ensure appropriate transitions between different developments, adequate infrastructure is provided, and to facilitate the implementation of the CMP and Master Reports.

F. DEVELOPMENT STANDARDS

The development standards described in the CMP, as may be amended, (the “Development Standards”) are intended to provide for the integration of a variety of public and private uses in relatively close proximity to each other. The Development Standards are an integral part of the Rules and will guide development in a manner that achieves the overall vision for the Property.

3.2. REVIEW AND APPROVAL PROCESS

A Planning Unit Plan (a “PUP”) includes master reports for water, wastewater, drainage, and transportation for a Planning Unit, or a portion of a Planning Unit provided the area is at least 160 acres. The PUP establishes a framework for the infrastructure systems within a Planning Unit. In addition to the Master Reports an environmental analysis may be prepared and submitted for an entire Planning Unit, or a portion of a Planning Unit, instead of being prepared on a site-by-site basis. A PUP shall establish a landscape planting theme to create a sense of cohesion along arterial roads and parkways. A PUP shall establish conceptual locations and character for thematic signage along arterial roads and parkways. A PUP shall be submitted to the City for review and approved by the Planning and Zoning Commission prior to the approval of a site plan or subdivision plat within the applicable Planning Unit. A preliminary concept illustrating the potential designation of land uses may be included with a PUP application, however, the land use designations shall be interpreted as concept only. Conceptual land use designations may change without notice and do not require an amendment to a PUP. Actual land use designations will be determined at time of site plan and subdivision approval.

All site plans, permits, and other approvals (including, without limitation, substation and utility service approval requests) are administrative applications, and the Development Services Director has final approval authority for all such applications. Final plats and/or minor subdivisions that dedicate right-of-way require City Council approval unless the City approves an administrative approval process. Neighbor notifications are not required, except when improvements, other than landscape, walls, fencing, and entry drives, are within fifty (50) feet of the exterior perimeter of the Property or within 300 feet of an adjacent residential use.

Upon receipt of a complete site plan application, the Development Services Director shall review all aspects of the application and provide the applicant with review comments or approval as soon as practicable following receipt of such application, and may approve an application with conditions to be completed during construction or require resubmittal with changes prior to approval.

To assist with the timing of a project, at-risk clearing, grading, and/or utility permits will be issued prior to approval of improvement plans when plans related to the at-risk improvements are submitted to, reviewed, and approved by the City. Reviews and approvals shall occur in a timely manner. All other permit requests (including building permit requests) shall be reviewed and issued in accordance with the City process, unless otherwise set forth in the Development Agreement.

3.3. DEVELOPMENT PHASING

The Property will be developed in multiple phases within each planning unit, in no particular order, both concurrently and in multiple stages, as market conditions warrant. Each phase will be responsible for the construction of half street improvements for those streets that are adjacent to the phase. Each phase may also be responsible for street improvements beyond the adjacent frontage (Offsite Streets), but only to the extent those Offsite Streets would no longer provide an acceptable level of service due to the increased traffic generated by the phase of development, as determined by a traffic impact analysis, which shall be reviewed and approved by the City.

Other infrastructure improvements, such as utilities, can be designed and sized to serve each phase of development, however, where practical, waterlines and sewer lines will be sized for the Property at buildout so that other parallel lines are not required at a later phase of development. The City may request the upsizing of infrastructure to serve lands beyond the Property. In such instances, the City will provide an agreement for reimbursement by the City and/or benefitted landowners, for the infrastructure oversizing.

3.4. AMENDMENTS TO THE COMMUNITY MASTER PLAN

Amendments to the CMP may be necessary from time to time for various reasons. Amendments may be limited to one or more portions of the Property and any proposed change will not extend to or affect the remainder of the Property unless specifically included in the area specified by the proposed amendment. After City approval, an amendment shall be attached to the CMP as an addendum and become a part of the CMP.

Major and Minor Amendments to this CMP shall be submitted and approved in accordance with the process set forth in the Development Code; provided, however, that a request for a minor amendment shall be approved administratively if the amendment does not meet the criteria for a Major Amendment, and (i) will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate area of the Property or the portion of the Property that is subject of the amendment; and (ii) will be generally consistent with the purposes of the CMP. A request to refine a Land Use Designation area along Stone House Wash to more closely align with the wash corridor and adjacent improvements is considered a minor amendment. An appeal of a decision shall be made per the standard City appeal process. A minor amendment does not require public notice or hearing.

3.5. AGRICULTURAL OPERATIONS

Agricultural and ranching operations are permitted to continue. The continued agricultural and ranching operations shall not be a basis for a claim of noncompliance with the zoning. As portions of the Property develop the agricultural and/or ranching operation in the affected portions of the Property shall cease.

4. LAND USE DESIGNATIONS

Land use designations establish the development standards and allowed uses applicable to a specific property. At the time of a preliminary site plan or subdivision plat submittal, the proposed land use designation(s) for the site, or portion of the site, shall be identified. At the time of a final site plan or subdivision plat submittal, the specific land use designation(s) shall be selected and, upon approval, assigned to the land. Improvements must conform to the development standards of the designated land use designation. Uses that are ancillary to the primary use are permitted even when listed as a permitted use. Applicable land use designations for the Property (a “Land Use Designation” or the “Land Use Designations”) are described in this section. More than one (1) Land Use Designation may be assigned to a parcel.

4.1. OPEN SPACE LAND USE DESIGNATIONS

Land use designations for open space uses (Open Space Land Use Designations) includes:

A. OPEN SPACE (OS)

Often development may include a range of uses from active recreational uses to passive native character open space uses. Typical OS designations include conservation areas, parks, trails, washes, detention/retention basins, drainage corridors, landscape areas (including street landscape tracts); among others. OS areas may include improvements such as lighting, paths, trails, and benches;; however landscape areas, including Stonehouse Wash do not require improvements. Improvements that encourage or attract public use are discouraged within PU-2 given the intention to develop a secure Data Center technology park.

Figure 4.1 - Open Space Land Use Designation identifies the locations OS designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines property development standards for OS designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an OS designation.

FIGURE 4.1 - OPEN SPACE LAND USE DESIGNATION



4.2. COMMERCIAL LAND USE DESIGNATIONS

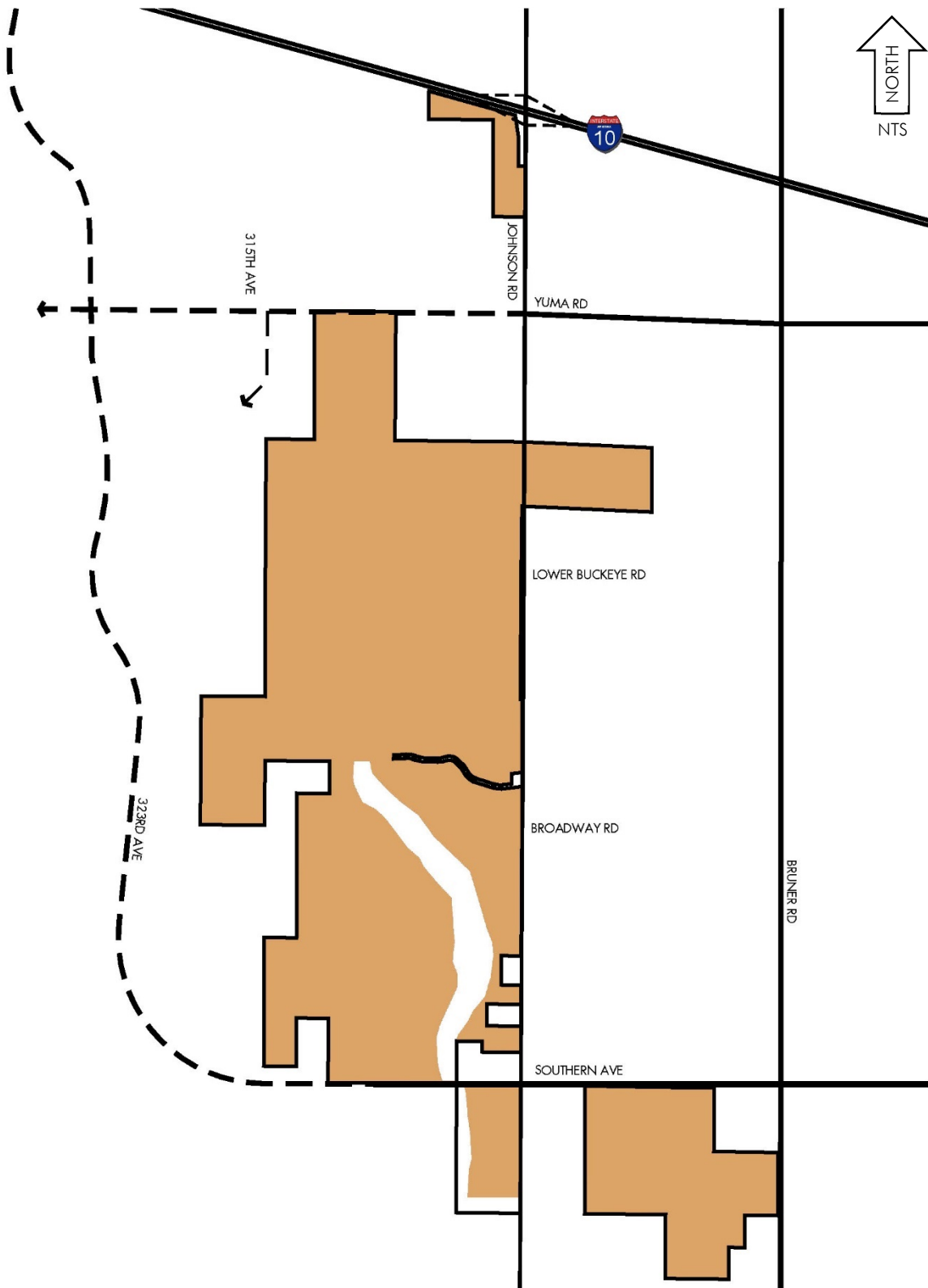
Land use designations for commercial uses (Commercial Land Use Designations) include:

A. COMMERCIAL (C)

Often development that may include community and regionally related commercial uses such as retail, big box development, transportation related facilities, airport related facilities, freeway related facilities, office parks, general business, warehousing, medical facilities, research and development facilities, business parks, and clean manufacturing (such as Honeywell, Intel, or Microsoft). The regional commercial service area may extend beyond the City.

Figure 4.3 - Commercial Land Use Designation identifies the locations C designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for C designations. *Figure 4.5 - Allowed Uses* defines uses permitted within C designations. See also Section 4.3.A. Light Industrial.

FIGURE 4.3 - COMMERCIAL LAND USE DESIGNATION



4.3. LIGHT INDUSTRIAL LAND USE DESIGNATIONS

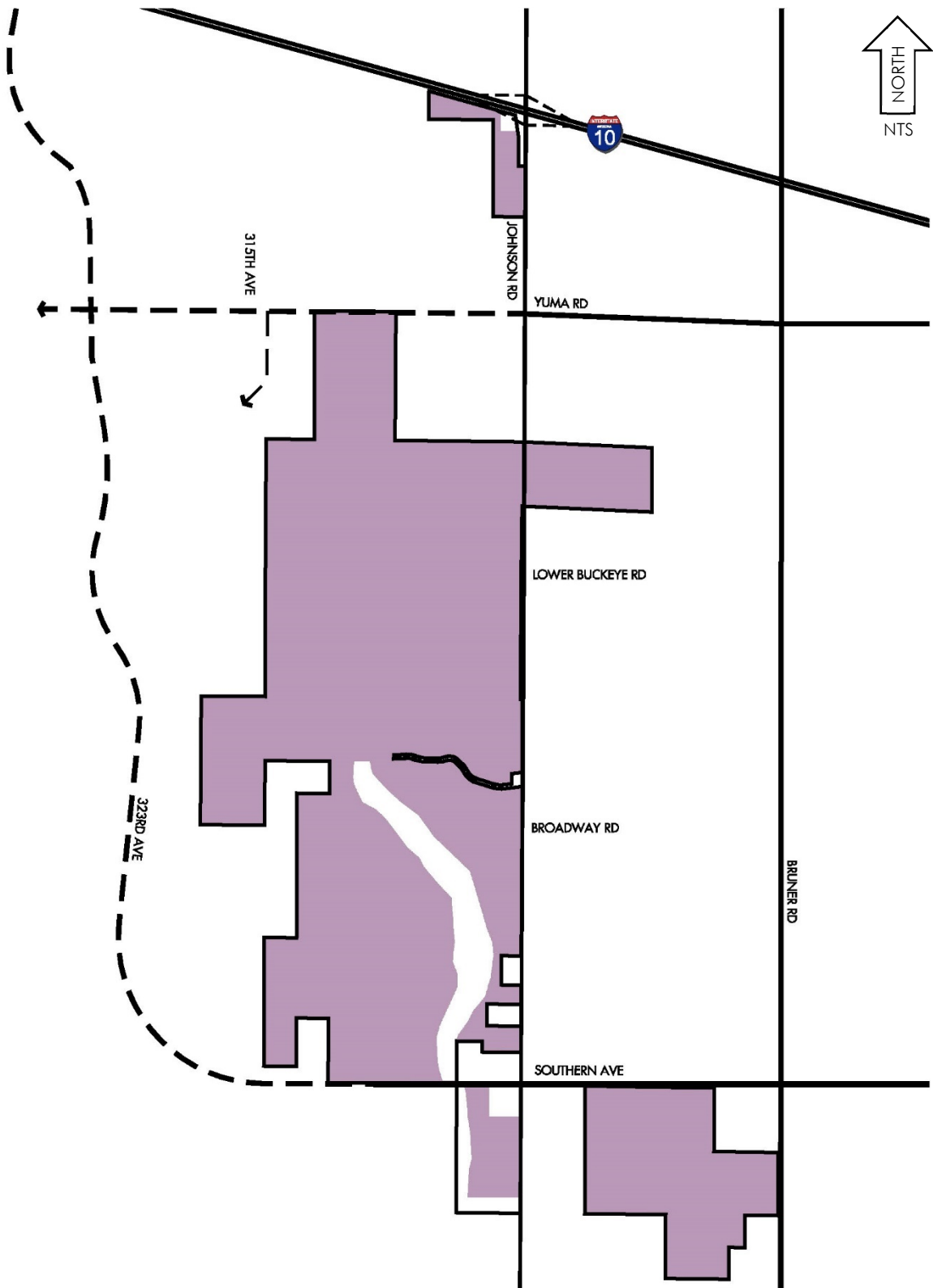
Land use designations for light industrial uses (Light Industrial Land Use Designations) includes:

A. LIGHT INDUSTRIAL (LI)

Often big box development with uses that may include transportation related facilities, airport related facilities, freeway related facilities, warehousing, medical facilities, business parks, research parks, high-tech industry, clean manufacturing (such as Honeywell, Intel, or Microsoft), and Data Centers.

Figure 4.4 – Light Industrial Land Use Designation identifies the locations LI designations are permitted. Approximately ten (10) acres of land in PU-1 are excluded from LI at the intersection of I-10 and Johnson Road and approximately ten (10) acres of land in PU-3 are excluded from LI at the intersection of Southern Avenue and Johnson Road to provide an opportunity for commercial uses to occupy these areas. The length and width of these areas may vary so long as a useable parcel is provided. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for LI designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an LI designation.

FIGURE 4.4 - LIGHT INDUSTRIAL LAND USE DESIGNATION



4.4. ALLOWED USES

Figure 4.5 - Allowed Uses lists the principal uses permitted within each Land Use Designation. A cell with a “P” indicates that the use is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval. A cell with a “U” indicates that is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval that is subject to the applicable Use Standards set forth in Section 4.6. - Use Standards. The applicable Use Standards that apply are indicated in the same row of the use in the Use Standard column. A blank cell indicates that the use is prohibited within the designated Land Use Designation. It is anticipated that PU-2 will be developed primarily with Data Center and Data Center related uses as defined in Section 6.

FIGURE 4.5 - ALLOWED USES

LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Community Service	Community Recreation Center	P	P	P	
	Government admin. and civic buildings	P	P	P	
	Public safety facility	P	P	P	
	Religious assembly		P		
	Social service facility		P		
Cultural Facility	Art gallery or museum, public		P		
	Library, public	P	P		
Day Care Facility	Day care, commercial		P	P	
	Day care, residential				
Education	College or university		P		
	Private elementary or middle school		P		
	Private high school		P		
	Technical and trade schools		P	P	
Healthcare Facility	Medical office or clinic, <i>including emergency care</i>		P	P	
	Hospital		P		
Medical Marijuana Dispensary	Medical marijuana dispensary				
	Medical marijuana cultivation				

LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Parks and Open Space	Arboretum, botanical garden	P			
	Community playfields and parks	P			
	Sports facilities	P	P	P	
	Tennis courts, private or common area	P	P	P	
	Retention basins and drainage facilities	P	P	P	
	Trails and paths	P			
	Parks, <i>open space</i> , and nature preserves, not-for-profit	P	P	P	
Communication Facility	Tower (including any facility with a tower)	U	U	U	1, 4
	Tower colocation (no height increase)	P	P	P	
	Broadcasting or recording studio, with tower			P	
	Broadcasting or recording studio, without tower		P	P	
	Satellite earth station			P	
	Transmitting station, without tower		P	P	
Transportation Facility	Airport				
	Bus Terminal		P	P	
	Heliport		P	P	
Utility	Solar generation station			P	
	Utility facility, major			P	
	Utility facility, minor		P	P	
Agriculture and Ranching	Agriculture				
	Commercial ranch				
	Dairy				
	Meat processing				
	Tanneries				
	Residential ranch				
Animal Sales and Services	Animal hospital		P		
	Animal pet shop, retail		P		
	Animal training school		P	P	
	Kennel, indoor		P	P	
	Veterinary clinic		P	P	
Assembly	Assembly hall, private	U	P		5
	Auditorium, private	U	P		5
	Fraternal or social club, nonprofit	U	P		5
	Country club, private membership	P	P		
Financial Service	Banking and financial services		P		
	Financial institution, with drive-through		P		
	Financial institution, w/o drive-through		P		

LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Food and Beverage Service	Food sales, wholesale			P	
	Bar, lounge, or tavern		P		
	Catering service			P	
	Drive-in restaurant		P		
	Farmers market		P		
	Nightclub		P		
	Restaurant, with drive-through		P		
	Restaurant, without drive-through		P		
Office	Office, business or professional		P	P	
	Research laboratory			P	
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial		P	P	
	Golf course, unlighted	P			
	Golf course / driving range, lighted	P	P		
	Major entertainment facility, outdoor		P	P	
	Racetrack (auto, dog, horse)				
	RV campground				9
	RV park				9
	Shooting range, outdoor				
Recreation and Entertainment, Indoor	Zoo				
	Art gallery or museum, private		P		
	Fitness and recreational sports center		P	P	
	General indoor recreation, commercial		P	P	
	Major entertainment facility, indoor		P	P	
Personal Services	Movie theater		P		
	Dry cleaning and laundry service		P	P	
	General personal services		P		
Retail (Sales)	Instructional services or trade school		P	P	
	Alcoholic beverages, retail sale		P		
	Convenience store with gas sales		P	P	
	Feed store			P	
	General retail		P		
	Large retail		P		
	Nursery and plant sales, wholesale			P	
	Plant sales, retail		P		
Vehicles and Equipment	Sexually oriented business				
	Boat, RV sales and rental		P	P	
	Car wash		P	P	
	Gasoline sales		P	P	
	Parking structure		P	P	
	Truck stop		U	U	2, 3, 4, 9
	Truck repair and overhaul			P	9
	Vehicle sales and rental		P	P	

LAND USE DESIGNATION		OS	C	LI	USE STANDARD
	Heavy equipment sales and service			P	
	Vehicle service and repair, major			P	9
	Vehicle service and repair, minor		P	P	9
Visitor Accommodation	Bed and breakfast				
	Hotel or motel		P		
	Resort		P		
Industrial Service	Building material sales, indoor retail		P	P	
	Building material sales, outdoor or wholesale			P	
	Drilling company, with outside storage				9
	Drilling company, without outside storage				
	General industrial service			P	
	Data Center			P	
Manufacturing and Production	Assembly, light			P	
	Mfg., heavy				
	Mfg., light			P	
Warehouse and Freight Movement	Mini-storage, indoor		U	P	6, 8
	Mini-storage, outdoor		U	P	7, 8, 9
	Motor freight terminal			P	9
	Storage yard, as an ancillary use		P	P	9
	Office warehouse			P	
	Warehouse			P	
	Wholesale establishment			P	
Waste and Salvage	Auto wrecking and salvage yard				
	Recycling center, outdoor				
	Recycling center, indoor			U	1
	Landfill				
Temporary Uses	Antennas	U	U	U	1
	Expansion or replacement facilities	U	U	U	1
	Facilities and storage incidental to a construction project	U	U	U	1
	Food trucks; mobile food vendor		U	U	1
	Office space / equipment storage		U	U	1
	Retail sales		U	U	1
	Roadside stand				
	Sales office		U	U	1
	Other	U	U	U	1

Note: Uses to occur within an enclosed structure unless otherwise specified or inherent to the nature of the use.

4.5. USE STANDARDS

1. per Development Code conditions
2. overnight truck parking area(s) must be fully screened from arterial streets, parkways, freeways, and from the perspective of adjacent properties developed with residential and/or commercial uses excluding commercial uses related to the truck parking
3. truck parking areas greater than three (3) acres must install and maintain trees in a manner that breaks up large areas of asphalt and provides shade so that there are no more than fifteen (15) contiguous truck parking stalls in a row
4. a cell tower shall be stealth design when highly visible along an arterial or parkway, however, a cell tower within an industrial area that is screened, or partially screened by a building is not required to be stealth design
5. must be public or semi-public facility
6. storage facilities located along a parkway or arterial road shall include architectural or landscape enhancements along the parkway or arterial road and not simply be a line-up of garage storage units; storage garage units should be located more interior to a site
7. provide screening (i.e., an eight (8) tall wall) to obscure visibility into the site from surrounding streets and adjacent properties
8. Mini-storage uses, both indoor and/or outdoor, may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway
9. Uses with dedicated vehicular storage/overnight parking areas (such as those associated with truck stops) may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway, unless the vehicular storage/parking area is screened from view of the adjacent streets, as demonstrated by a sight line study provided with a site plan for that development phase

4.6. LAND USE DESIGNATION DEVELOPMENT STANDARDS

Figure 4.6 – Land Use Designation Development Standards defines the property development standards for each Land Use Designation.

FIGURE 4.6 – LAND USE DESIGNATION DEVELOPMENT STANDARDS

Land Use Designation	OS Open Space	C Commerical	LI Light Industrial
District/Parcel Size (min acres) ¹	NA	NA	NA
Parcel/Lot Coverage (max)	NA	NA	NA
Parcel Front Building Setback ¹ (min ft)	20	adjacent to residential - 20	adjacent to arterial - 40
		all others - 0	all others - 20
Parcel Side Building Setback ¹ (min ft)	10	adjacent to residential - 50	adjacent to residential - 75
		all others - 10	all others - 20
		or as required to meet fire code when adjacent to C	or as required to meet fire code when adjacent to LI
Parcel Rear Building Setback ¹ (min ft)	10	adjacent to residential - 50	adjacent to residential - 75
		all others - 0	all others - 20
		or as required to meet fire code when adjacent to C	or as required to meet fire code when adjacent to LI
Building Separation (min ft)	per fire code	per fire code	per fire code
Building Height ² (max ft)	50	50	100 ³
Landscape Setback	see Section 5.17 Setbacks		

¹ when a parcel is part of a larger project the larger project shall be considered the parcel (i.e. a shopping center, business park, industrial park)

² 30 feet (2 stories) within 50 feet of the perimeter of the Property

³ building height may increase 1 foot for every 3 horizontal feet away from a building setback up to a maximum height of 145 feet

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5. GENERAL DEVELOPMENT STANDARDS

The general development standards are intended to encourage quality design that helps to reduce the physical, environment, and visual impacts of large buildings as they relate to public streets and residential properties while promoting economic development, protecting adjacent uses, and fostering a positive image for the community.

5.1. ACCESS

1. Every parcel shall have a means of legal ingress and egress for the intended use as well as for emergency vehicles. Each lot is not required to be adjacent to a right-of-way.
2. Drive openings onto streets shall be constructed so that 1) vehicles can enter and exit a property without posing any substantial danger to themselves, pedestrians, or vehicles traveling on abutting streets, and 2) interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.
3. Shared drives and cross access/parking agreements are permitted and encouraged.

5.2. ACCESSORY BUILDINGS

Accessory buildings are subject to approval by the City. An accessory building shall not be constructed prior to the construction of the primary building unless otherwise approved by the Development Services Director. Accessory buildings can occupy a total of thirty (30) percent of the setback area of the rear or side setbacks. A single-story accessory building adjacent to a residential use must be a minimum of five (5) feet away from the property line. A two-story accessory building shall adhere to the building setbacks for the assigned land use designation. See *Figure 4.6 – Land Use Designation Development Standards*.

5.3. ARCHITECTURAL CHARACTER GUIDELINES

. FOUR-SIDED DESIGN AND DESIGN CONTINUITY

Notwithstanding anything to the contrary set forth in Section 5.8.3(B)(2) of the Development Code, facades along a public street and visible to public view, including adjacent residential uses should incorporate architectural detailing on all visible sides of the building. Highly visible blank walls void of architectural detail or other variation should be avoided. For community continuity, each development should incorporate two (2) character elements from a neighboring development within the boundaries of such specific Planning Unit of the CMP. This may be in the form of building character (colors, materials, details, or forms) signage character, landscape character, or other character elements of the community.

A. BUILDING MASS

Notwithstanding anything to the contrary set forth in Section 5.8.3(D)(2) of the Development Code, buildings should use broad, large-scale architectural gestures to provide variety and modulation in facade and massing to the extent seen from public rights-of-way. Variation at the ground plane should be provided to create transitions in scale and mass as viewed from a public street. The provisions of Section 5.8.3(D)(2) of the Development Code shall not apply to Data Center development in PU-2, or improvements within OS or LI land use designation.

B. ENTRY WAYS

Each building should provide a well-defined entry sequence for pedestrian and vehicular uses from the street to the building. Secondary entrances should be easily accessible and convenient to building parking and delivery areas, but not be dominant. Building entries should be located so that they are easily identifiable with convenient public access.

C. EXTERIOR COLORS AND MATERIALS

Building exteriors should use materials with texture and character. Accent colors should complement the primary building color, and color changes should occur where changes in the building plane or recesses are provided. Changes in materials should be reflected in massing and/ or offsets. The number of disparate materials should be limited to three primary materials to avoid a busy appearance.

Samples of Data Center exteriors include:



5.4. BUILDING HEIGHT

The maximum building height for each land use designation is defined on *Figure 4.6 – Land Use Designation Development Standards*. Height regulations do not apply to hospitals, signature architecture, water storage tanks, 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 145 feet in height from finished grade. If such features are attached to a building, they shall not occupy a horizontal area in excess of 500 square feet or twenty-five (25) percent of the entire roof area of the building. Building height is measured from the finished floor elevation of the ground floor. The Development Services Director may approve any greater building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight), but not to exceed 10% increase to the allowed height limitations permitted in this CMP.

5.5. BUILDING ORIENTATION

Buildings along a public street should include an entry or entry way that is visible from key locations. When adjacent to a public street, orient buildings so that the primary façade is visible to the principal street. In cases where the principal building entrance does not face the principal street, provide access to the building entrance from the parking area. In addition to the foregoing, building orientation shall take into account the requirements of Section 5.15.B. Loading Docks and Service Entries. Section 5.8.2(B)(3) of the Development Code shall not apply to any portion of PU-2 or improvements within OS or LI land use designations. Buckeye's desert setting requires careful siting of buildings in order to mitigate the summer heat. Buildings should be oriented and grouped to provide shading for outdoor spaces (i.e., by locating outdoor gathering spaces on the north and east sides of buildings or under shade devices such as awnings).

A. LOADING DOCKS AND SERVICE ENTRIES

Loading docks and service entries should not face an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets) and, where possible, buildings should be oriented such that the loading docks and service entries face

away from public streets (but excluding, for the avoidance of doubt, any interior, private campus streets). Screening should be provided when loading docks and service entries are visible from an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets). Strategically placed buildings, walls, landscape, or other similarly effective means are acceptable methods of screening. Loading docks and service entries are not considered visible when oriented perpendicular to an arterial street.

5.6. BUILDING SETBACKS

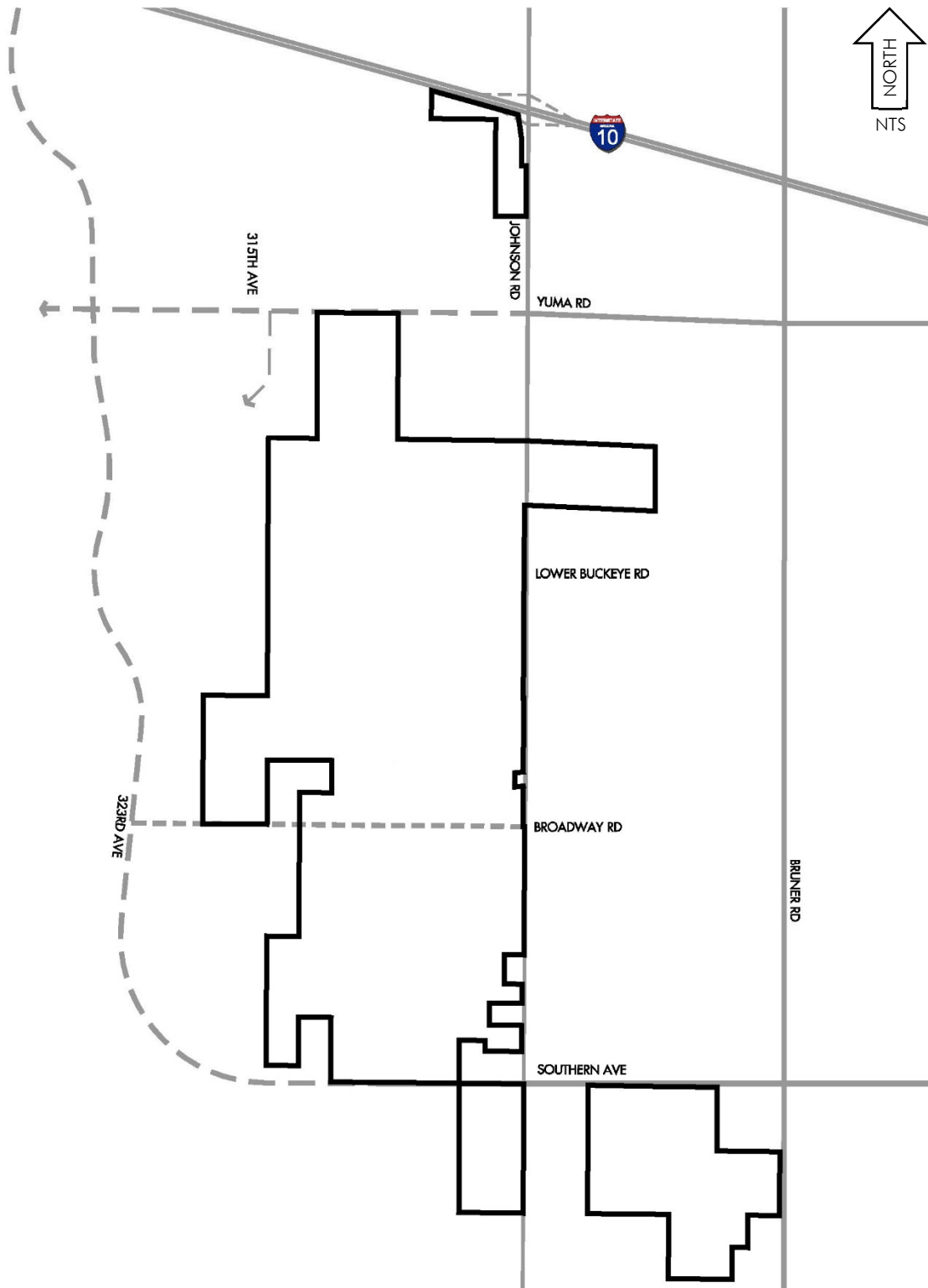
See Section 5.17. Setbacks.

5.7. CIRCULATION

A. VEHICULAR CIRCULATION

The vehicular circulation system within the Property is important to the vision. It is intended to provide access to and around large industrial use areas. *Figure 5.1 - Conceptual Circulation* illustrates the conceptual alignments of major collector and arterial streets around the Property.

FIGURE 5.1 - CONCEPTUAL CIRCULATION



B. VEHICULAR CIRCULATION STANDARDS

Roadway standards for Bruner Road, Johnson Road, Yuma Road and Southern Avenue are based on City standards. The following describes roadway improvements adjacent to the Property. Roadway classifications are based on Figure 2-35 Future Street Network by City Classification in the TMP.

1. Bruner Road

The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

2. Johnson Road

The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

3. Yuma Road

The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

4. Southern Avenue

The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

5. Broadway Road

Broadway Road will be required to extend across the Property from Johnson Road to the 315th Avenue alignment. The Broadway Road alignment across the Property is not required to match the curvilinear alignment shown in the TMP, and can be extended as a straight east-west street, with the alignment matching the Broadway Road alignment to the east of the Property as shown in the TMP.

Broadway Road is currently designated as a major arterial street in the TMP. Unless the TMP is updated and Broadway Road is reclassified to a lesser street classification, Broadway Road will be constructed to major arterial street standards and cross section, with the exception that the inside two lanes will not be required and a wider landscape median will be provided in lieu of the two inside lanes, and right-of-way for Broadway Road will be dedicated per the City's standards for a major arterial street. If Broadway Road is later reclassified in the TMP to a lesser street classification, construction and right-of-way dedications shall be per the City's requirements for the new street classification in the TMP.

6. On-site Roadways

On-site roadways may be public or private. The design standards may be amended with the approval of the City Engineer.

7. Private Drives

Rather than a public roadway, shared access drives and private drives are permitted to facilitate on-site circulation within a campus, commercial center, or business park setting. When utilized, shared access and private drives shall provide reasonable vehicular circulation and ensure sufficient access for emergency services.

8. Off-site Roadway Improvements

Off-site roadway improvements may be necessary to facilitate vehicular traffic to the Property. Off-site roadway improvements include all improvements for roadways not adjacent to a phase of development. When required, these improvements are limited to travel lane improvements, tapers for transitions, and necessary intersection widening to accommodate turning maneuvers. A center median/left turn lane, water main, sewer main, fire hydrants, street lighting, sidewalks, and landscape are not required as part of an off-site roadway improvement. Thickened asphalt is permitted along the edge of the roadway when curb and gutter are not necessary to control stormwater. Traffic signage and roadway striping are required.

C. PEDESTRIAN CIRCULATION STANDARDS

1. A regional pedestrian circulation system is required along parkway, arterial and collector roads. See **Section 5.7.B. Vehicular Circulation Standards** for sidewalk requirements.
2. A secondary pedestrian circulation system is required along a public through-street, except when an alternate location is provided (i.e., a path or trail in a greenway).
3. A secondary system must connect with the regional system.
4. A secondary system must connect to an adjacent secondary system or provide a reservation of land for a future connection within an adjacent property to accommodate an extension of a secondary system.
5. A secondary network, when provided, is required on one side of a street only.
6. A secondary network is not required along a low speed, low traffic volume road (i.e., cul-de-sac road, service drive, private drive, etc.).
7. A secondary network is not required within an industrial campus (including a Data Center campus).
8. A secondary network may be composed of a path or trail, however the improvements of each continuous leg in a system should utilize the same material.
9. A path is typically a hard surface (i.e., concrete or asphalt) and a trail is typically a soft surface (i.e., compacted decomposed granite, earth).
10. Paths should be installed to accommodate more intense urban pedestrian use areas.
11. Pedestrian circulation routes may meander when along a roadway.
12. Acceptable path and trail materials include concrete, asphalt, pavers, brick or other similar materials.
13. A six (6) foot wide secondary system path may be required when the secondary system is intended to serve several subdivisions.
14. Trails are permitted in native character landscape settings.
15. The width of a trail should be based on the setting. A typical neighborhood trail is four (4) feet wide, a trail in an active area is typically six (6) feet wide.

16. Connection areas between sidewalks and buildings, or parking areas and buildings, shall be shaded and free of identifiable hazards.
17. The development of the Property shall generally conform to the City Parks and Trails Master Plan; provided, however, that for PU-2 and any secure Data Center campus areas, the City agrees that any parks and trails may be realigned to the perimeter of a Planning Unit or any particular parcel as necessary to avoid entering secure or protected areas of the Property or otherwise interfering with the use of such portion of the Property.

5.8. DRAINAGE

A. DRAINAGE DESIGN

1. Portions of the Property reside within FEMA SFHA Zones AE & AH associated with Hassayampa River Tributaries 1E and 1E1 and the ponding along the RID canal. The CLOMR/LOMR process may be completed to revise the FEMA SFHA Zone limits where encroachment and modifications are proposed.
2. Wash corridor and drainage ways, regulated or not regulated by federal, state, or county regulations may be altered, abandoned, dedicated, and/or relocated, subject to any applicable federal, state, or county regulations.
3. Drainage facilities shall be installed to provide for the adequate containment and disposal of surface water. Storm water retention and/or detention facilities shall be provided as necessary to assure the post development peak runoff volume shall not exceed the pre-development peak runoff volume leaving the Property or entering any wash.
4. Detention/retention facilities may include natural depressions or man-made basins. Basins shall have a maximum design depth of water of three (3) feet. Basins greater than three (3) feet in depth are permitted when surrounded by a security barrier. A security barrier is not required around a basin greater than three (3) feet deep with at least one (1) side slope is four (4) horizontal feet or greater to one (1) vertical foot.
5. A security barrier may be located thirty (30) inches below the 100-year water elevation.
6. Stormwater detention/retention basins shall include adequate freeboard above the design stormwater elevation.
7. A bleed-off pipe(s) may be used to dewater a basin. The bleed-off may be directed to a wash corridor.

8. Dry wells are permitted.
9. Storm water storage is permitted within a parking lot provided that no more than fifty (50) percent of the required parking spaces are inundated more than 4-inches in a 100-year design storm event. Overflow parking areas may be inundated more than 4-inches.
10. First flush treatment for stormwater quality compliance may be coordinated for numerous properties or provided elsewhere within the Property as part of a stormwater management system prior to discharge into Waters of the United States or a City system.
11. Common stormwater storage facilities for multiple parcels may be established during the site plan or subdivision plat process.
12. A public utility easement shall not be designated for detention/retention without approval of affected utility companies.
13. Off-site drainage shall be confined to channels, basins, and streets subject to depth, velocity, and flow rate limitations per the City standards.
14. Detention/retention can occur in public and quasi-public areas, including drainage ways and open spaces. Retention basins adjacent to a public street shall meander the top and toe of slope, have a maximum depth of two (2) feet, and not exceed more than fifty (50) percent of the street frontage length.
15. Individual on-lot drainage is not required to drain to the "front" or to the street when an alternate route is provided (i.e., draining to the rear when along a drainage corridor). A drainage easement may be required.
16. Public roadways within and adjacent to the Property must be designed to convey the 10-year peak flows without overtopping the curbs and contain the 100-year peak flows within the right-of-way. Collector and arterial roads will have one (1) dry-lane in each direction during the 10-year storm event. Also, in-street discharge from the 100-year storm will not exceed 100 cubic feet per second (cfs) or 10 fps, and will be contained within the street right-of-way, as well as limited to a maximum depth of 8-inches at the gutter. Where possible, this will be accomplished with the use of 4-inch roll or 6-inch vertical curb.
17. If reasonable alternatives are not available, retention in the City rights-of-way may be allowed upon the approval of the Public Works Director.
18. Discharge volumes from an onsite retention system must ensure post-development discharges and volumes remain equal to or less than pre-

development levels. This is accomplished with 100-year, 2-hour retention where no gravity outfall to a channel or wash corridor is available.

19. Retention requirements for basins adjacent to a drainage corridor may be reduced.
20. Stormwater storage within a right-of-way is permitted when used to supplement irrigation (i.e., a bioswale). Such storage is intended to function as part of the streetscape and not to satisfy retention/detention requirements.
21. Provision of 100-year, 2-hour retention volume for onsite development will ensure post-development discharges and volumes will remain equal to, or less than, pre-development levels.
22. Private recreational facilities, such as volleyball, baseball, etc., as well as specific site and architectural amenities such as ramadas, barbeques and trails may be located at the bottom of a detention/retention basin. Tot-lot facilities within a basin shall be installed in areas above the 2-hour, 10-year storm event.

B. DRAINAGE EASEMENTS

Drainage easements or tracts may be required to preserve washes, streams, and channels (drainageways). The need for a drainage easement or tract and its width and location will be determined on a case-by-case basis.

C. FINISHED FLOOR ELEVATION

Finished floor elevations shall be evaluated relative to the location and context of each building. City standards shall generally apply, however, due to the potential size, shape, and existing conditions of an individual parcel or campus, satisfying all of the City guidelines may not be reasonable, practical, or desirable. In such circumstances the City Engineer may approve finished floor elevations not meeting all of the City guidelines as long as the finish floor elevation is a minimum of 1 foot above adjacent 100-year water surface elevations.

5.9. GRADING

Re-grading or reshaping activities in areas of disturbance, which occurred prior to the adoption of the CMP, shall be exempt from the provisions of this section.

1. Prior to any grubbing, grading, or clearing required as part of a site plan or subdivision, the City Engineer shall approve a grading plan or issue an at-risk grading permit.
2. Cut and fill slopes, except those required for roadway improvements, shall meet the following requirements and shall not exceed 3:1. Steeper slopes may be allowed when justified by adequate engineering analysis and documentation, subject to approval by the City Engineer.
3. The maximum height of a cut and depth of a fill should not exceed fifteen (15) feet, except in the area known as the abandoned RID canal (which can exceed a depth of fifteen (15) and is anticipated to be fill), unless otherwise approved by the City Engineer.
4. Retaining walls may be used to reduce the horizontal distance required to construct cut and fill slopes. Retaining walls may include masonry, rigid concrete structures, earth filled bins, gabions and any other form of structural elements used to retain and support cut or fill slopes. A registered professional engineer who is licensed to practice in the State of Arizona shall design retaining walls.

5.10. HILLSIDE DEVELOPMENT

Slope within the Property is generally one (1) percent, therefore the hillside development standards as described in Section 5.2.3 of the Development Code do not apply to the Property.

5.11. LANDSCAPE

. GENERAL LANDSCAPE STANDARDS

1. Native plant species within pristine or environmentally sensitive areas will be protected. Environmental analyses conducted prior to development will identify environmentally sensitive areas to protect. Within Stonehouse Wash south of the RID canal plant densities are higher than native, however this can be attributed to excess water from the RID canal and is not considered pristine or environmentally sensitive simply because of the plant densities.
2. Landscaped areas shall be supported by an automatic irrigation system that may be a spray, flood, soaker or drip type system. A pressure-type vacuum breaker shall be required with the installation of all sprinkler systems. All irrigation systems and landscaped areas shall be designed, installed or constructed and maintained to promote water conservation and prevent water overflow or seepage into the street, sidewalk or parking areas.

3. Purposefully natural areas are permitted and may include undisturbed areas or disturbed areas revegetated and landscaped to a native character. The quantities of required plant material may be reduced to more closely complement native plant densities within the Property. Temporary irrigation may be used to help establish plant material.
4. Portions of a development site that are graded, but not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas or approved storage areas shall be landscaped with temporary landscaping or otherwise maintained weed-free and dust-free in such a manner as may be approved by the Development Services Director.
5. Landscape planting within public rights-of-way shall adhere to City standards and serve as a unifying element along arterial roadways and parkways to create a sense of cohesion.

A. COMMERCIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping
Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 500 square feet.
2. Site Perimeter Landscaping
Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.
3. Landscaping Inside Parking Areas
 - a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.
 - b) Landscape islands should be relatively evenly distributed throughout a

field of surface parking.

- c) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.
- d) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.
- e) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).

5. Entryways

A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.

B. LIGHT INDUSTRIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping

Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 400 square feet. Site enhancement landscape is not required in areas not

visible from public right-of-way or beyond fifty (50) feet from public right-of-way.

2. Site Perimeter Landscaping

Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.

3. Landscaping Inside Parking Areas

- a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.
- b) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.
- c) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.
- d) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

- a) One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).
- b) Building foundation planting is not required when a building is located 100 feet or more from the back of curb of the nearest through lane of a public street.

5. Entryways

A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.

C. OPEN SPACE LANDSCAPE STANDARDS

1. A portion of a site that is part of a larger project that is principally commercial and includes Open Space land use designations shall install landscape as required by Section 5.11.B. Commercial Landscape Standards.
2. A portion of a site that is part of a larger project that is principally industrial and includes Open Space land use designations shall install landscape as required by Section 5.11.C. Industrial Landscape Standards.
3. A parcel that is principally designated as Open Space that is not part of a larger project shall install landscape as required by the Development Code for commercial zoning, as amended by the CMP, except that landscape is not required when a facility is screened from public view (i.e. landscape is not required within a substation site, or around a substation site within an industrial campus).
4. Useable open space in the form of a pedestrian plaza, shaded walk, seating area, or similar (including a combination thereof) are required. The amount of useable open space required shall be commensurate with the number of employees during the peak employment shift. In no case shall the useable open space be required to exceed one (1) percent of the area.

5.12. LIGHTING

The outdoor lighting standards are intended to ensure proper illumination is achieved across the Property. Lighting standards shall comply with the Development Code.

1. Street lighting may be installed in phases with public street improvements. Continuous street lighting is not required along a 2-lane street but may be required at street intersections. Continuous street lighting may be required with ultimate public street improvements.
2. Light trespass standards are based on the boundary of the “site” when a parcel or lot is part of a larger project (i.e., a business park, retail center, industrial campus, etc.).
3. Signage lighting installed to illuminate outdoor signage shall comply with sign standards.
4. A comprehensive lighting plan may be submitted for a district, project, or individual site.

5. The Development Services Director may approve outdoor lighting concepts that support the vision of the CMP.
6. Lighting temperature shall not exceed 3,500k.

• **COMPREHENSIVE LIGHTING PLAN**

The purpose of a comprehensive lighting plan is to provide for the establishment of lighting criteria that are tailored to a specific development or location within the Property (i.e., a commercial center, a community amenity, an industrial campus, or other similar feature for which lighting character is desired) and which may vary from specific provisions of the Development Code. The intent is to provide for flexible lighting criteria that promote superior lighting design in an area where lighting conditions or uses necessitate special circumstances.

1. A comprehensive lighting plan application may include some or all of the following elements, as required by the Development Services Director, depending on site conditions, character of the setting, and location: light type, size, height, location, orientation, color, and material.
2. A comprehensive lighting plan containing elements that exceed the permitted height, illumination level, color, spill, trespass, glare, type, and hours of operation of lights specified in Development Code may be approved by the Development Services Director.

5.13. NOISE ATTENUATION

Noise producing equipment shall be screened to mitigate noise levels at the perimeter of a property, or project when a collection of properties, in compliance with the Development Code.

5.14. PARKING AND LOADING

See also Section 5.5. Building Orientation, Section 5.11. Landscape, and Section 5.15. Screening.

• **REQUIRED PARKING**

The required quantity of off-street parking is based on Development Code Section 5.6 Off-Street Parking. Notwithstanding the foregoing, if a portion of the Property is developed as a Data Center, off-street parking spaces for a Data Center shall be

based on a ratio of one (1) parking stall per person employed at the facility during the highest employee shift, plus additional stalls equal to twenty percent (20%) of the total parking stall count as needed to account for any overlapping shifts. The Development Services Director may waive or reduce parking requirements when an applicant demonstrates adequate parking is provided. With respect to PU-2 and development with a LI land use designation, Section 5.6.5(B) of the Development Code is amended to change the requirement for 5% of parking spaces to be dedicated to hybrid or alternative energy vehicle, compact cars or carpool vehicle parking to a new requirement that two (2) percent of parking spaces be required for such dedication.

Refer to the Development Code Section 5.6.8 Dimensions of Parking Spaces for parking space dimensions.

A. DUST CONTROL

Parking areas shall be paved so as to avoid dust. Stabilized, decomposed granite, and other similar treatments that reduce dust are permitted for temporary use or overflow areas.

5.15. SCREENING

Notwithstanding anything to the contrary set forth in Section 5.4.6(C) of the Development Code, the following shall apply:

A. OUTDOOR STORAGE, MECHANICAL EQUIPMENT, AND UTILITIES

1. For LI land use designations only, outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements.
2. Screening of outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements when visible from an adjacent public street or from an adjacent property with a different land use designation.
3. Mechanical equipment and substations shall be reasonably screened from public street ground level view and residential properties within 150 feet of the equipment. Strategically placed buildings, landscape, visually solid fencing or other similarly effective means are acceptable methods of screening.

4. Mechanical equipment and substations located in a manner found to have no adverse impact on adjacent roads and adjacent properties, as reasonably determined by the Development Services Director, are not required to be screened.

B. SURFACE PARKING

Surface parking areas shall be screened from public street view by landscape, a landscaped berm, or a decorative wall not less than three (3) feet in height. Parking lot screening is not required when the parking area is fifty (50) feet or more from a public right-of-way.

C. ROOF MOUNTED EQUIPMENT

Roof mounted mechanical equipment shall be screened from public street ground level view. Screening is not required when roof mounted equipment is located at least 100 feet away from a public right-of-way and is not visible from public street ground level view. When practical, individual screening of rooftop mechanical equipment should be avoided and should either be grouped together and screened “penthouse style” or screened by a method complementary to the architecture of the building.

D. TRASH ENCLOSURES

Solid waste collection areas shall be screened from public street ground level view by a method compatible with surrounding improvements. Screening is only required when visible from an adjacent public street.

5.16. SIGNS

Signage is a major component of the streetscape. Its presence can be an artful, playful, elegant, vibrant, or iconic addition. Permanent on-site and temporary signs, including, but not limited to wayfinding, placemaking and expressing the character of community is an integral part of how the community expresses its connectivity and place within the larger region. A comprehensive sign plan for a planning unit or a specific site may be submitted separately to the City for review and approval. The following signage is permitted within the Property. Any sign/sign type not addressed herein shall conform to the provisions of the Development Code.

A. ENTRY MONUMENTATION

Entry monument signs will be nestled into the site with complementary landscape and lighting. Entry monument signage to announce the arrival to a campus or district is anticipated along roadways and are permitted within a street landscape setback. Up to 200 square feet of text area is permitted on an entry monument.

Each building within an industrial campus may have an entry monument or monument sign. A building entry monument sign should include characteristics of the district monument, but at a scale proportional with the building or setting.

B. COMMUNITY DIRECTIONAL SIGNS

Community directional signs, both permanent on-site freestanding and temporary, are permitted along roadways to help with wayfinding. Community directional signs should be located for viewing prior to arriving at an intersection and may vary in scale with larger signs typically located along arterial and collector roadways. These signs may not be located within a sight visibility triangle unless specifically approved by the City Engineer. Community directional signs are permitted up to 100 square feet of signage area and may not exceed sixteen (16) feet in height, unless otherwise approved by the Development Services Director. Each element for which direction is being displayed, often referred to as a sign blade, may not be more than twenty-four (24) square feet of signage area.

C. CONSTRUCTION SCREENING

Construction screening may include graphic displays of lifestyle, events and future development that express the character of the community and screen construction activities and storage. The screens can advertise individual tenants, products, contractors, builders, events, and the vision of the development. The use of the community, district, developer name and logo shall be limited to one instance per 120 linear feet of street frontage, unless otherwise approved by the Development Services Director.

D. COMMERCIAL BUILDING SIGNAGE

Refer to the Development Code.

E. INDUSTRIAL BUILDING SIGNAGE

Signage on large industrial buildings should be proportional to the scale of the

building. The primary business signage may not exceed 200 square feet per each façade except when in areas with an LI designation where the signage may not exceed 500 square feet. Address, building identification, loading bay, directional, and other similar signage on a building is not considered primary business signage. Primary business signage may be located on a façade adjacent to a residential use.

F. SIGN ILLUMINATION

Halo illumination is preferred over internal illumination.

G. SIGN PERMIT

The placement of signs, except as listed below, shall require a sign permit issued by the City. The following types of signs are exempt from the planning process and from obtaining a sign permit.

1. All signs exempt per the Development Code, and
2. All signs not visible from a public right-of-way unless the sign requires an electrical connection.

H. PROHIBITED SIGNS

The following types of signs are prohibited:

1. Light cabinet signs are prohibited unless otherwise permitted by the Development Code, the Development Director, or an approved comprehensive sign plan.
2. All signs prohibited per the Development Code, except
 - a) Digital reader panels; refer to the Development Code for design specifications
 - b) A maximum of one (1) billboard, including digital, when located along a freeway; refer to the Development Code for design specifications

5.17. SETBACKS

There are two types of setbacks: building setbacks and landscape setbacks. A landscape setback may be within a building setback. A building may not be within a landscape setback. Additional setbacks apply to specific structures when adjacent to residential uses and substations. Utilities (inclusive of water, power, fiber, sewer, etc.) can be installed within a setback area. Section 5.4.3(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.17.

Setbacks.

1. Building Setbacks

Building setbacks for each land use designation are defined on **Figure 4.6 – Land Use Designation Development Standards**. Projections into required setbacks are permitted as described in the Development Code and as otherwise permitted by the CMP. The Development Services Director may waive or reduce a building setback if the reduction does not negatively impact the use, enjoyment and character of the affected properties.

2. Landscape Setbacks

A landscape setback is required adjacent to a roadway right-of-way and is measured from the right-of-way. Landscape setback areas shall be designated with an OS land use designation. Landscape walls, retaining walls, and entry monuments are permitted within a landscape setback. Privacy walls should not be within a street landscape setback but may encroach into the setback when holistically designed to accommodate undulation.

The following landscape setbacks are required:

- a) an eight (8) foot minimum, fifteen (15) foot average landscape setback adjacent to a collector street;
- b) a ten (10) foot minimum, twenty-five (25) foot average landscape setback adjacent to an arterial street;
- c) a fifteen (15) foot minimum landscape setback adjacent to a planned or installed overhead power line located along a collector or arterial street; and
- d) a fifteen (15) foot minimum, twenty (20) foot average landscape setback adjacent to a freeway ramp or freeway frontage road.

3. Setbacks from Residential

Storage, solid waste collection, and loading areas shall be located at least twenty (20) feet from a public street, public sidewalk, or building with a residential use. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions should be located in a manner to reduce the acoustic impacts of these functions, to the extent practicable, on adjacent

residential buildings.

4. Substation Setbacks

Building setbacks around a substation are zero (0), except as otherwise required by the utility company.

5.18. UTILITIES AND MECHANICAL EQUIPMENT

Data Center critical infrastructure equipment, including, without limitation, generators, chillers, condensers, automatic transfer switches, power generation and transmission facilities, uninterruptible power supply machines, transformers, battery and other utility storage, electrical switchgear, power distribution units, above and below ground diesel tanks, and expansion tanks, are permitted outside of a building provided it meets site design and development standards. Critical infrastructure equipment is permitted on the roof of a building.

See also Section 5.15. Screening.

5.19. WALLS AND FENCES

Walls and fences, individually and collectively, are referred to as walls. Section 5.4.6(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.19. Walls and Fences.

A. WALL PLACEMENT

1. The placement of walls shall not interfere with vehicular visibility or circulation. The City Traffic Engineer shall have the authority to order removal of any wall or landscape material, which in the opinion of the City Traffic Engineer, poses a threat to public safety.
2. A wall along a public street longer than 250 feet must incorporate horizontal offsets of at least 2' together with other elements of articulation (i.e., changes in material, texture, view fence, and/or horizontal offsets).
3. Fencing along the entire perimeter of a property is permitted except that walls and fencing within a required landscape setback may not exceed a height of forty-two (42) inches measured from finished grade.

4. A freeway sound wall is not required and is discouraged. Visibility to the Property from the freeway is encouraged particularly for the success of freeway services and commercial uses.

B. WALL HEIGHT

1. Walls within a required front building setback may not exceed a height of forty-two (42) inches measured from finished grade.
2. Wall heights should not exceed eight (8) feet, unless adjacent to or as part of an industrial or agricultural use, in which case, the wall may extend to a height of fifteen (15) feet.
3. Wall heights as part of a public use (i.e., utility enclosure) shall be in conformance with utility regulations or regulators.
4. A wall may be located on top of a retaining wall. The portion of a wall for retaining is excluded from the wall height calculation.

C. WALL MATERIAL

Walls along a public street must be complimentary in materials and color with the surrounding setting or architecture. Walls and fences along a public right-of-way shall be constructed with any combination of the following materials:

1. Integrally colored, split-face, or ground-face concrete masonry units (CMU);
2. Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;
3. Stone (natural or simulated);
4. Brick;
5. Wrought-iron decorative metal, steel palisade, K-rated, or other high-security type fencing consistently used in the Data Center industry;
6. Plastic or vinyl when not visible from a public right-of-way;
7. Chain-link (with or without slated inserts) when not visible from a public right-of-way;
8. Wood (painted or stained) when not visible from a public right-of-way; or
9. Other materials as approved by the Development Services Director.

Barbed wire, razor wire, or other similarly visible intrusive deterrence is permitted when not visible from a public right-of-way, is located at least six (6) feet, two (2) inches above the ground, and is used to enclose a municipal, institutional, or industrial use, or portion thereof. Barbed wire fencing is not prohibited on premises larger than one (1) acre used for agricultural or livestock purposes. Barbed wire or razor wire shall not extend beyond the premises permitted to be enclosed.

5.20. WATER AND WASTEWATER

A. GENERAL WATER AND WASTEWATER STANDARDS

1. Water and wastewater mains are permitted beneath streets, although not specifically required beneath all streets, and shall accommodate required system redundancy.
2. Water and wastewater lines are permitted through a tract or easement when not within a right-of-way.
3. The horizontal location of water and wastewater mains shall generally be parallel to the centerline of a road and may cross the centerline when approved by the City Engineer.
4. Meters, meter boxes, blow-off, valves, and similar devices may be located within a public tracts or easement and are not required to be located within a right-of-way.

B. WATER SERVICE STANDARDS

1. Public and Private Wells to serve the Property are permitted. The location(s) must be approved by the City and meet the regulations of the Arizona Department of Water Resources ("ADWR") and the Arizona Department of Environmental Quality ("ADEQ").
2. If a public well(s) is utilized, it must be drilled and equipped to City standards.
3. If a City-owned water campus is utilized, it must be sized based on City standards. For supply redundancy, either a connection into the well transmission main or a second well may be drilled and equipped.

4. Areas of the Property within Pressure Zone 1 may be served by a water campus that serves Pressure Zone 2 when served through a water pressure reducing valve station.
5. Private well service is permitted for uses including but not limited to warehousing, data center, and storage facility. A private storage tank(s) and booster pump station(s) may be required to provide required fire flows.
6. Process water for industrial or cooling purposes may be provided by private well(s), public well(s), by the RID, treated effluent, or a combination thereof subject to agreements made with the appropriate parties.
7. Treated effluent may be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.
8. The RID canal may convey water to the Property when permitted by the RID.
9. Water mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.
10. Water mains are permitted through a public tract or easement with maintenance access for repair operations. Water mains are not required beneath arterial or collector roadways.

C. WASTEWATER SERVICE STANDARDS

1. Development projects that generate low volumes of wastewater relative to the land area of the project (i.e., typical flows from light industrial, warehousing, data center, etc.), or multiple projects if built in phases, may install one or more septic systems. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.
2. If wastewater flows from one or more parcels within the Property are larger than the City and ADEQ allow for septic systems, but are not sufficient enough to support a regional WRF, a temporary WRF may be used to handle flows on an interim basis until the wastewater flows can easily be connected to a regional sewer system as the greater region builds out and a regional WRF is constructed.
3. A dry pipe connection from septic to tie to a future sewer service at the property boundary will be required by the Public Works Director when septic improvements are installed when it is anticipated that wastewater flow will exceed that allowed by the City and the ADEQ for an individual septic system.
4. A WRF in the southern area of the Property may serve the entire Property at full buildout.

5. One or more septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.
6. Wastewater captured after a data center cooling process or other industrial process may be of inappropriate quantity and/or quality to discharge directly to a WRF, and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge.
7. Wastewater mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.
8. Wastewater mains are permitted through a public tract or easement with maintenance access for repair operations. Wastewater mains are not required beneath arterial or collector roadways.

D. GROUNDWATER RECHARGE

A portion of the Property, including within Stone House Wash may include groundwater recharge facilities. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.

6. DEFINITIONS

Definitions provided in the Development Code shall be utilized when interpreting the CMP unless an alternative definition is provided in the CMP; in which case, the definitions contained in the CMP shall apply. In the event of a conflict between the definitions provided in the CMP and those provided in the Development Code, the definitions in the CMP shall prevail.

1. **"ADEQ"**
means as defined in Section 5.20.B. Water Service Standards.
2. **"ADOT"**
means as defined in Section 2.2. Circulation.
3. **"ADWR"**
means as defined in Section 5.20.B. Water Service Standards.
4. **"AOD"**
means as defined in Section 2.3. Airport
5. **"C" LAND USE DESIGNATION**
Means as defined in Section 4.2. Commercial Land Use Designations
6. **"CITY"**
means the City of Buckeye.
7. **CITY STAFF**
or references within the CMP to City Staff, including the City Manager, Development Services Director, City Engineer, Fire Marshal, or other such City Staff persons shall include the designee of that person.
8. **"CMP"**
means as defined in Section 1. Introduction.

9. "DATA CENTER"

means a single or multi-tenant colocation and/or interconnection facilities, including facilities and areas housing servers and other computer equipment, systems and associated components, such as telecommunications and data storage systems. Data Centers and Data Center campuses may include computers and other means and systems for remote storage that organizations use to store, distribute, process, organize and disseminate data. Data Centers and Data Center campuses may include offices, training facilities, meeting spaces, conference rooms, team building spaces and amenities, workout facilities, cafeterias, and other supporting uses. A Data Center facility shall include any areas required for the installation of fiber conduit, power utility generation and/or transmission related facilities (including substations and switch yards), critical infrastructure equipment (which may be external to the Data Center facility or located within or on the roof of a Data Center facility) and shall include the construction and maintenance of equipment and battery storage facilities. Data Center facilities and campuses are highly secure and are intended for exclusive use by employees, vendors and invitees of the secure Data Centers and will not be open to the general public.

10. "DEVELOPMENT CODE"

means as defined in Section 3. Community Master Plan Framework.

11. "DEVELOPMENT STANDARDS"

means as defined in Section 3.2.F. Development Standards.

12. "FHWA"

means as defined in Section 2.2. Circulation.

13. "I-10"

means Interstate 10.

14. "IWMP"

means as defined in Section 2.7. Water Service.

15. "LAND USE DESIGNATION"

means as defined in Section 4.4. Land Use Designations.

16. **"LI" LAND USE DESIGNATION**
Means as defined in Section 4.3. Light Industrial Land Use Designations.
17. **"MAG"**
means Maricopa Association of Governments.
18. **"OS" LAND USE DESIGNATION**
means as defined in Section 4.1. Opens Space Land Use Designations.
19. **"PC DISTRICT"**
means as defined in Section 3. Community Master Plan Framework.
20. **"PLANNING UNITS"**
means as defined in Section 3.2.A. Planning Units.
21. **"PROPERTY"**
means as defined in Section 1. Introduction.
22. **"PLANNING UNIT PLAN"**
Means as defined in Section 3.3. Review and Approval Process
23. **"RID"**
means as defined in Section 2.4. Roosevelt Irrigation District Canal.
24. **"RTP"**
means as defined in Section 2.2. Circulation.
25. **"RULES"**
means as defined in Section 3.1. Relationship with the Development Code.
26. **"SR 85"**
means State Route 85.
27. **"STONE HOUSE WASH"**
means as defined in Section 2.5. Regional Drainage Patterns.
28. **"TOWN"**
means the Town of Buckeye prior to incorporation as a city.

29. "TMP"

means as defined in Section 2.2. Circulation.

7. APPENDIX

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APPENDIX A - LEGAL DESCRIPTION

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**CIPRIANI
CMP PROPERTY
LEGAL DESCRIPTION**

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

PARCEL NO. 1:

BEGINNING at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16'13" West, 2641.18 feet;

THENCE South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

THENCE North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

THENCE North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

THENCE along said southerly Right of Way line the following 4 courses:

THENCE South 74°32'18" East, 1847.85 feet;

THENCE South 07°43'22" East, 449.86 feet;

THENCE South 00°11'41" West, 600.00 feet;

THENCE South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

THENCE along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

PARCEL NO. 2:

BEGINNING at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16'05" West, 2658.12 feet;

THENCE South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

THENCE along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

THENCE South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

THENCE South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

THENCE North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

THENCE North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

THENCE leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

THENCE South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

THENCE along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

THENCE South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

THENCE South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

THENCE South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

THENCE along said northerly line the following 15 courses:

THENCE South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

THENCE westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

THENCE North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

THENCE northwesterly along said curve, through a central angle of $39^{\circ}24'36''$, an arc length of 162.33 feet to a tangent line;

THENCE North $32^{\circ}30'33''$ West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

THENCE northwesterly along said curve, through a central angle of $13^{\circ}53'06''$, an arc length of 78.52 feet to a tangent line;

THENCE North $46^{\circ}23'39''$ West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

THENCE westerly along said curve, through a central angle of $57^{\circ}30'40''$, an arc length of 249.94 feet to a tangent line;

THENCE South $76^{\circ}05'40''$ West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

THENCE westerly along said curve, through a central angle of $13^{\circ}50'14''$, an arc length of 73.90 feet to a tangent line;

THENCE South $89^{\circ}55'55''$ West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

THENCE westerly along said curve, through a central angle of $15^{\circ}45'23''$, an arc length of 157.02 feet to a tangent line;

THENCE North $74^{\circ}18'43''$ West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

THENCE westerly along said curve, through a central angle of $18^{\circ}24'59''$, an arc length of 208.61 feet to a tangent line;

THENCE South $87^{\circ}16'18''$ West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

THENCE leaving said north line, along said west line, South $00^{\circ}14'18''$ West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

THENCE along said southerly line the following 15 courses:

THENCE North $87^{\circ}16'18''$ East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

THENCE easterly along said curve, through a central angle of $18^{\circ}24'59''$, an arc length of 182.89 feet to a tangent line;

THENCE South $74^{\circ}18'43''$ East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

THENCE easterly along said curve, through a central angle of $15^{\circ}45'23''$, an arc length of 179.02 feet to a tangent line;

THENCE North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

THENCE easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

THENCE North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

THENCE easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

THENCE South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

THENCE southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

THENCE South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

THENCE southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

THENCE South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

THENCE easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

THENCE North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

THENCE along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

THENCE South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

THENCE North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

THENCE leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

THENCE along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 388.92 feet;

THENCE leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

THENCE along said west line, South 00°17'02" West, 451.00 feet;

THENCE leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 539.00 feet;

THENCE leaving said east line, North 89°24'28" West, 793.07 feet;

THENCE North 00°17'02" East, 220.00 feet;

THENCE North 89°24'28" West, 526.64 feet;

THENCE South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

THENCE North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

THENCE North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

THENCE South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

THENCE along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

THENCE North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

THENCE South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

THENCE along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

THENCE North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

THENCE South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

THENCE North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

THENCE South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

THENCE North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

THENCE South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

THENCE North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

THENCE North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

THENCE South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

THENCE along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

THENCE along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING**.

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

PARCEL NO. 3:

BEGINNING at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

THENCE North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

THENCE North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

THENCE South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

PARCEL NO. 4:

COMMENCING at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 88°59'43" East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING**;

THENCE continuing along said north line, South 88°59'43" East, 1324.62 feet to the North quarter corner of said Section 31;

THENCE South 89°00'03" East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

THENCE South 00°17'00" West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 10 courses are defined by the Final Plat of "Unit Two Roosevelt Citrus Acres", as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

THENCE South 89°14'12" East, 1325.80 feet along the south line of said Northeast quarter of the Northeast quarter to the southeast corner thereof;

THENCE South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

THENCE North 89°28'24" West, 680.54 feet along the East-West Mid-Section line of said Section 31 to the northerly prolongation of the east line of Lot 50, Block 3;

THENCE along said northerly prolongation and said east line of Lot 50, South 00°14'01" West, 661.92 feet to the southeast corner of said Lot 50;

THENCE North 89°20'59" West, 324.03 feet along the south line of said Lot 50 to the southwest corner thereof;

THENCE South 00°14'38" West, 654.24 feet along the east line of Lot 53 of said Final Plat and the southerly prolongation of said east line to the center of the 50-foot roadway lying south of and abutting said Lot 53;

THENCE continuing along the center of said roadway, North 89°13'36" West, 1305.47 feet to its point of intersection with the southerly prolongation of the west line of Lot 46 of said Final Plat;

THENCE along said prolongation, being the west lines of Lots 46 and 42, and the northerly prolongation thereof, North 00°15'27" East, 1309.84 feet to the East-West Mid-Section line of said Section 31;

THENCE along said East-West Mid-Section line, North 89°28'24" West, 1663.47 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING**.

(The above described Parcel 4 contains a computed area of 10,590,740 sq. ft.).

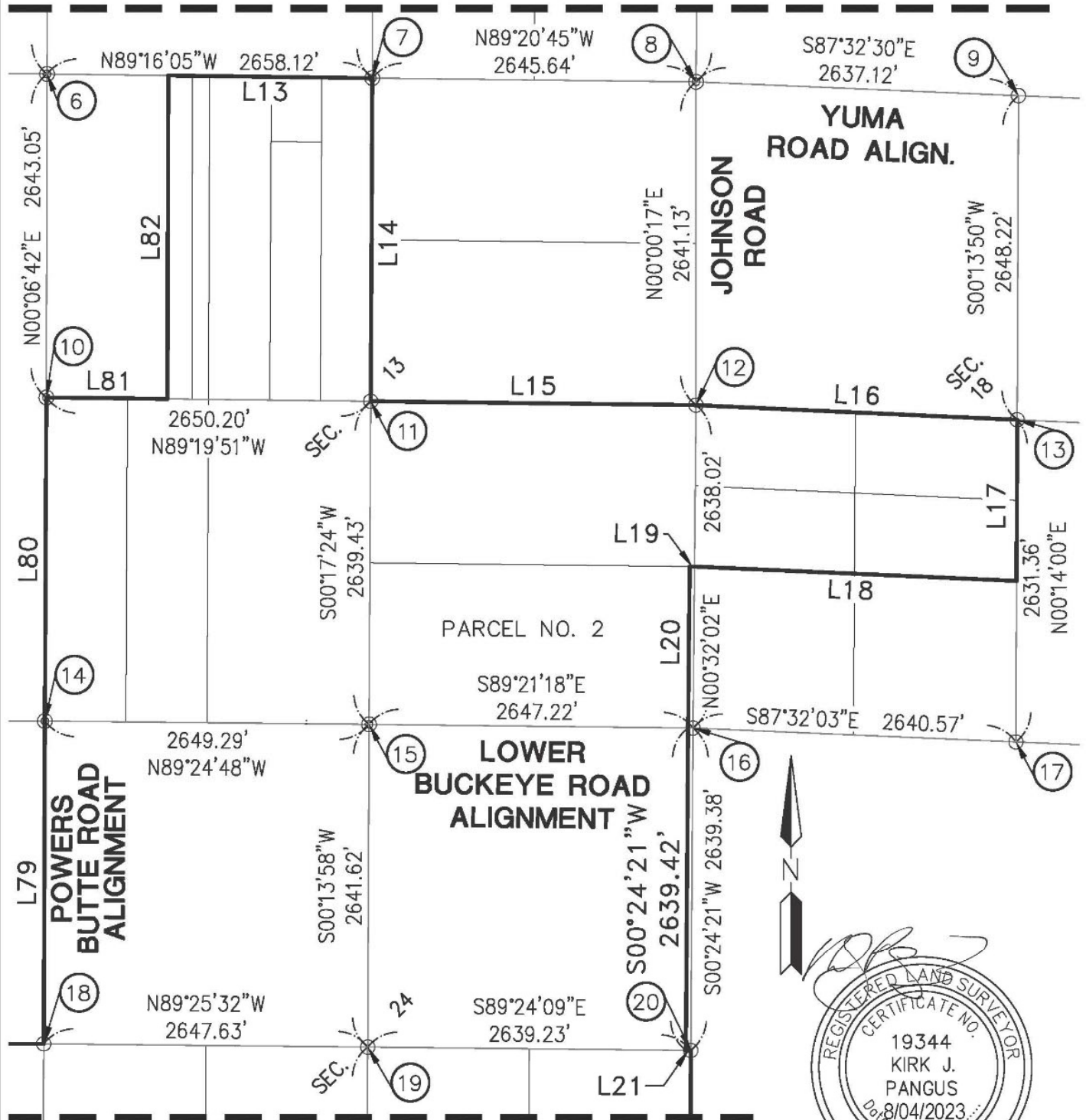
The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 91,090,423 sq. ft. (2091.148 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: August 2023



MATCH SHEET 1



MATCH SHEET 3



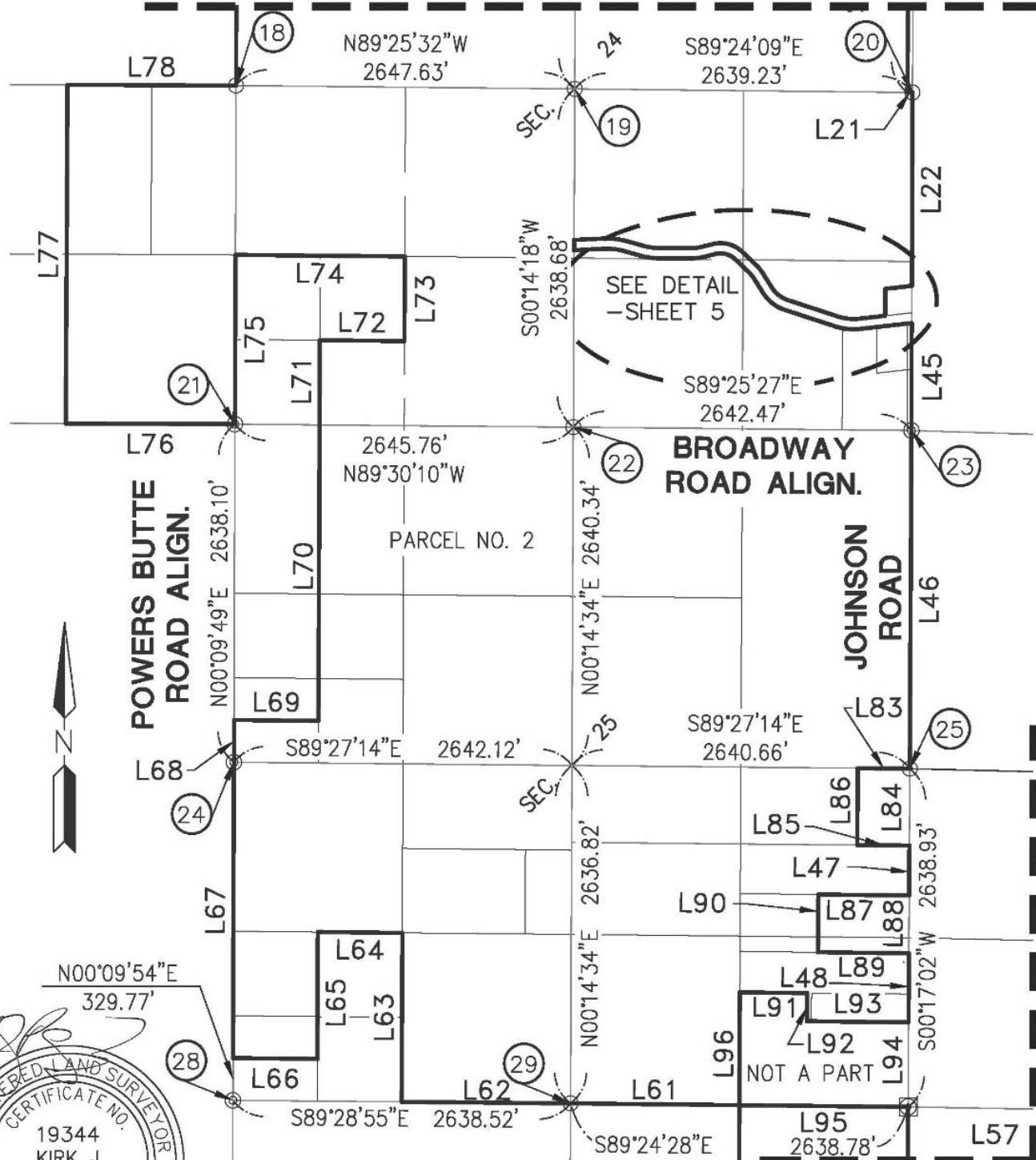
SHEET 2 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA
EXHIBIT

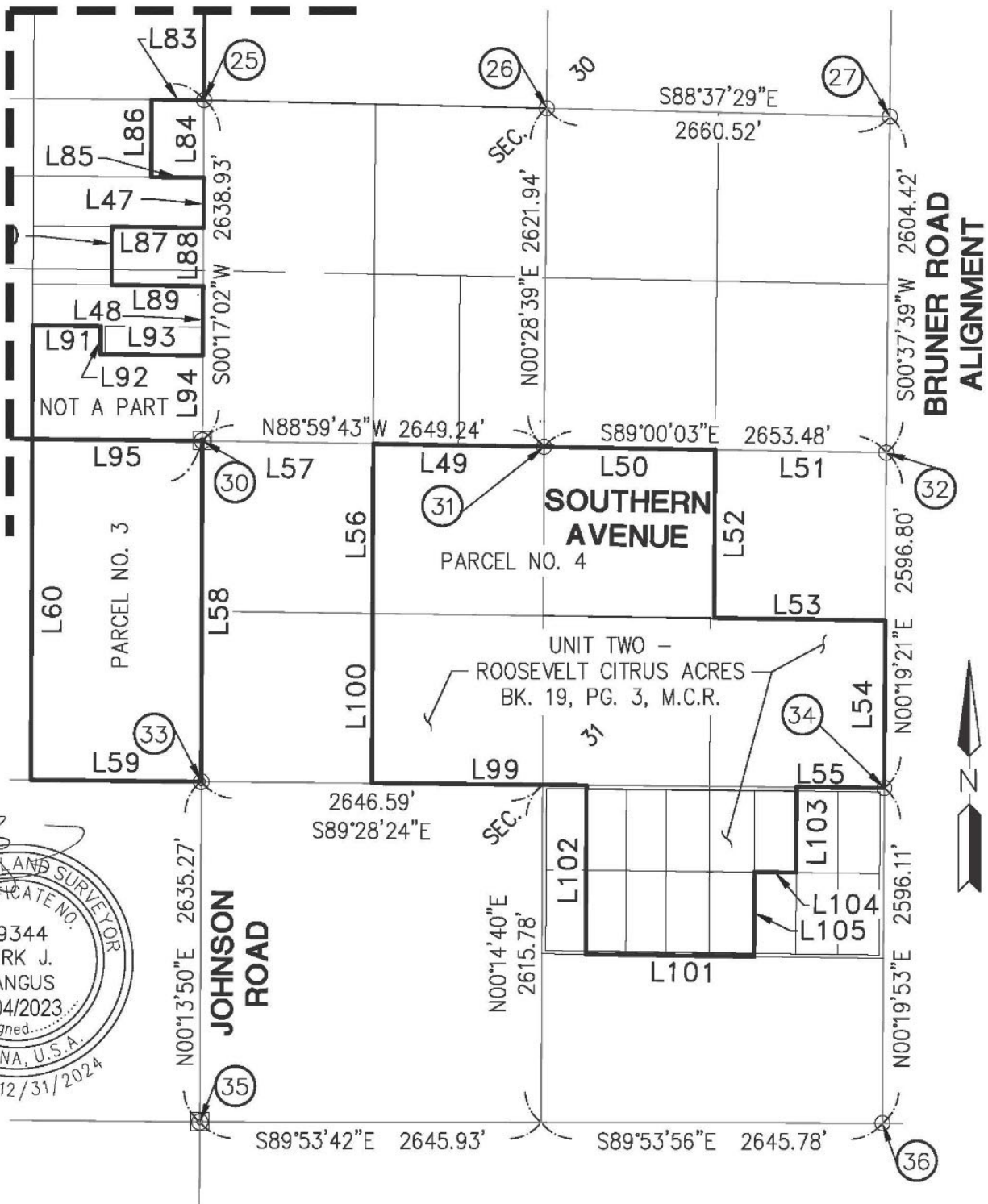
HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

MATCH SHEET 2



MATCH SHEET 3

MATCH SHEET 3



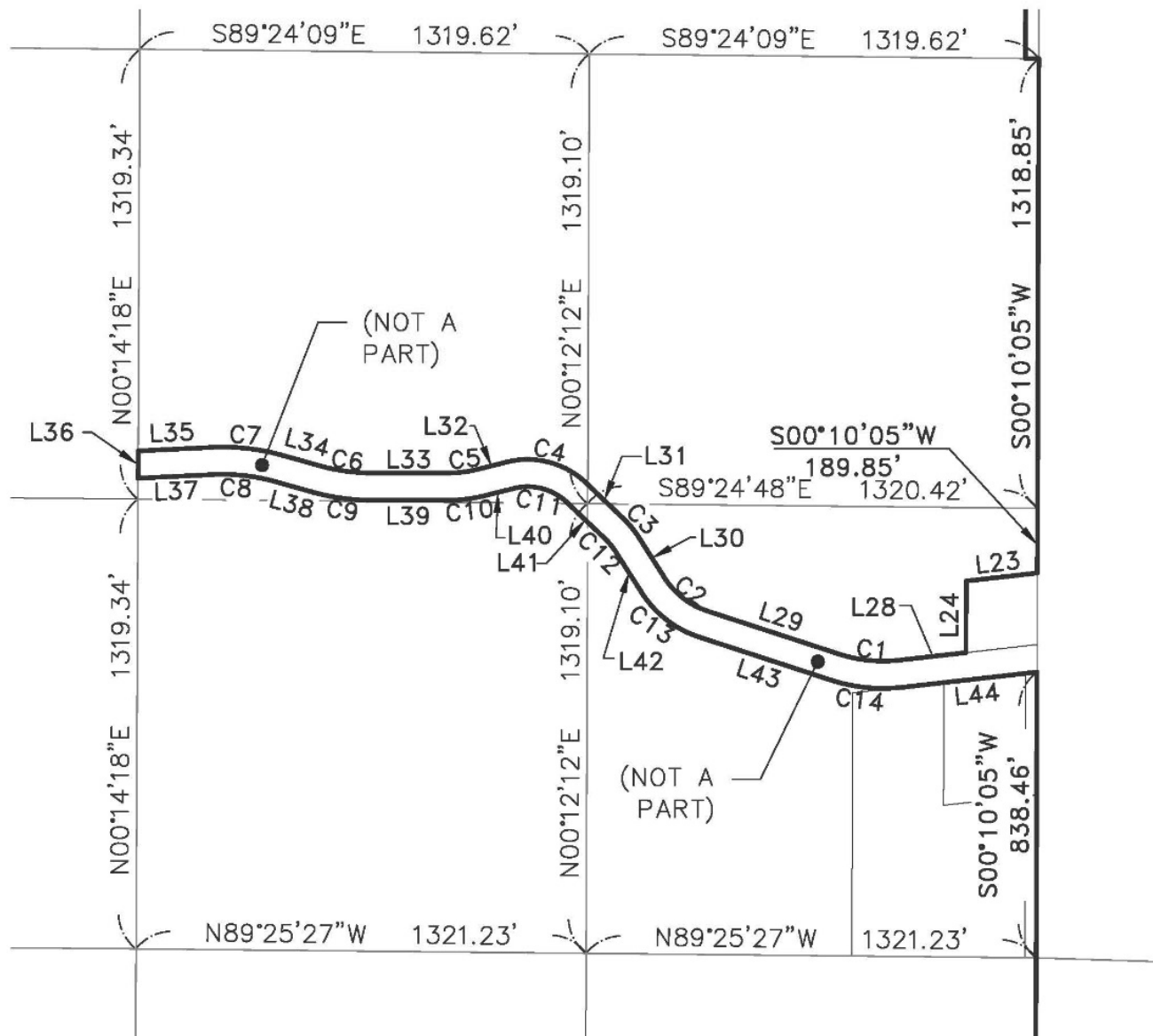
SHEET 4 OF 9

PROJ.NO.: 1966
DATE: AUG 2023
SCALE: N.T.S.
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DETAIL - FROM SHEET 3



SHEET 5 OF 9

PROJ.NO.:	1966
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PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°43'22"E	449.86'
L2	S00°11'41"W	600.00'
L3	S89°48'19"E	140.00'
L4	S00°11'41"W	378.12'
L5	S00°16'13"W	660.30'
L6	N89°18'43"W	661.75'
L7	N00°15'37"E	660.43'
L8	N00°12'14"E	660.52'
L9	N00°12'09"E	660.52'
L10	N89°14'50"W	661.64'
L11	N89°14'50"W	661.66'
L12	N00°13'20"E	570.49'
L13	S89°16'05"E	1668.06'
L14	S00°16'58"W	2640.08'
L15	S89°19'32"E	2658.47'
L16	S87°22'40"E	2627.00'
L17	S00°14'00"W	1315.68'
L18	N87°27'22"W	2633.78'
L19	N89°20'25"W	40.00'
L20	S00°32'02"W	1319.02'
L21	S89°24'09"E	40.00'
L22	S00°10'05"W	1508.71'
L23	S83°32'58"W	210.00'
L24	S00°10'05"W	210.00'
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	S83°33'05"W	196.81'
L29	N71°55'10"W	406.13'
L30	N32°30'33"W	137.71'
L31	N46°23'39"W	147.37'
L32	S76°05'40"W	95.30'
L33	S89°55'55"W	230.48'
L34	N74°18'43"W	112.49'
L35	S87°16'18"W	217.61'
L36	S00°14'18"W	80.11'
L37	N87°16'18"E	221.75'
L38	S74°18'43"E	112.49'

L39	N89°55'55"E	230.48'
L40	N76°05'40"E	95.30'
L41	S46°23'39"E	147.37'
L42	S32°30'33"E	137.71'
L43	S71°55'10"E	406.13'
L44	N83°33'05"E	397.53'
L45	S00°10'05"W	838.46'
L46	S00°16'55"W	2638.96'
L47	S00°17'02"W	388.95'
L48	S00°17'02"W	539.00'
L49	S88°59'43"E	1324.62'
L50	S89°00'03"E	1326.74'
L51	N89°00'03"W	1326.74'
L52	S00°17'00"W	1303.88'
L53	S89°14'12"E	1325.80'
L54	S00°19'21"W	1298.40'
L55	N89°28'24"W	680.54'
L56	N00°13'04"E	1314.88'
L57	N88°59'43"W	1324.62'
L58	S00°11'29"W	2640.81'
L59	N89°24'20"W	1321.09'
L60	N00°13'42"E	2640.75'
L61	N89°24'28"W	1319.39'
L62	N89°28'55"W	1319.26'
L63	N00°12'14"E	1318.74'
L64	N89°28'05"W	660.08'
L65	S00°11'04"W	989.18'
L66	N89°28'43"W	659.74'
L67	N00°09'54"E	2308.37'
L68	N00°09'49"E	329.76'
L69	S89°27'36"E	660.64'
L70	N00°11'00"E	2308.83'
L71	N00°12'30"E	660.34'
L72	S89°29'01"E	661.56'
L73	N00°13'06"E	660.12'
L74	N89°27'51"W	1323.35'
L75	S00°11'54"W	1321.14'
L76	N89°45'16"W	1321.07'
L77	N00°17'24"E	2642.07'
L78	S89°45'47"E	1316.84'

L79	N00°11'49"E	2642.19'
L80	N00°16'14"E	2643.26'
L81	S89°19'51"E	990.05'
L82	N00°06'42"E	2641.97'
L83	S89°27'14"E	407.32'
L84	S00°17'02"W	600.01'
L85	N89°27'14"W	407.10'
L86	N00°15'48"E	600.01'
L87	S89°24'28"E	710.01'
L88	S00°17'02"W	451.00'
L89	N89°24'28"W	710.01'
L90	N00°17'02"E	451.00'
L91	N89°24'28"W	526.64'
L92	N00°17'02"E	220.00'
L93	N89°24'28"W	793.07'
L94	N00°17'02"E	660.00'
L95	S89°24'28"E	1319.39'
L96	S00°15'48"W	880.00'
L97	NOT USED	
L98	NOT USED	
L99	N89°28'24"W	1663.48'
L100	N00°13'04"E	1314.88'
L101	N89°13'36"W	1305.47'
L102	N00°15'27"E	1309.84'
L103	S00°14'01"W	661.92'
L104	N89°20'59"W	324.03'
L105	S00°14'38"W	654.24'



SHEET 6 OF 9

PROJ.NO.: 1966
 DATE: AUG 2023
 SCALE: N.T.S.
 DRAWN BY: JK
 CHECKED BY: KJP

CIPRIANI
 OVERALL BOUNDARY
 BUCKEYE, ARIZONA
EXHIBIT


HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°31'45"	420.00'	179.81'
C2	39°24'37"	236.00'	162.33'
C3	13°53'06"	324.00'	78.52'
C4	57°30'41"	249.00'	249.94'
C5	13°50'15"	306.00'	73.90'
C6	15°45'22"	571.00'	157.02'
C7	18°24'59"	649.00'	208.61'
C8	18°24'59"	569.00'	182.89'
C9	15°45'22"	651.00'	179.02'
C10	13°50'15"	386.00'	93.22'
C11	57°30'41"	169.00'	169.64'
C12	13°53'06"	244.00'	59.13'
C13	39°24'37"	316.00'	217.36'
C14	24°31'45"	500.00'	214.06'



SHEET 7 OF 9

PROJ.NO.: 1966	CIPRIANI OVERALL BOUNDARY BUCKEYE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / E: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.		
DRAWN BY: JK	EXHIBIT	
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- ① NW CORNER SEC. 12, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915
- ② N 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563
- ③ NE CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003
- ④ W 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND 2" G.L.O. BRASS CAP, 1915
- ⑤ E 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003
POINT OF BEGINNING OF PARCEL NO. 1
- ⑥ COMMON CORNER SEC. 12&13, T.1N., R.5W., FOUND 2" IRON PIPE
- ⑦ COMMON 1/4 CORNER SEC. 12&13, T.1N., R.5W., FOUND 2-1/2" BRASS CAP, DOWN 0.5'
POINT OF BEGINNING OF PARCEL NO. 2
- ⑧ COMMON CORNER SEC. 12&13 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2-3/4" BRASS CAP FLUSH
- ⑨ N 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND IRON BAR, CAPPED CMX RLS #19344
- ⑩ W 1/4 CORNER SEC. 13, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP, 1915
- ⑪ CENTER SEC. 13, T.1N., R.5W., FOUND 1" IRON PIPE
- ⑫ COMMON 1/4 CORNER SEC. 13, T.1N., R.5W., & SEC. 18, T.1N., R.4W., FOUND M.C. ALUM. CAP IN
HAND HOLE, RLS #36563
- ⑬ CENTER SEC. 18, T.1N., R.4W., FOUND 2" IRON PIPE, CAPPED CMX RLS #19344
- ⑭ COMMON CORNER SEC. 13&24 T.1N., R.5W., FOUND G.L.O. BRASS CAP
- ⑮ COMMON 1/4 CORNER SEC. 13&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344
- ⑯ COMMON CORNER SEC. 13&24 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2" M.C. ALUM. CAP IN
HAND HOLE, RLS #36563
- ⑰ S 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND REBAR IN 4" PVC, CAPPED CMX RLS #19344
- ⑱ COMMON 1/4 CORNER SEC. 23&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344



SHEET 8 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436	
DATE: AUG 2023			OVERALL BOUNDARY
SCALE: N.T.S.			BUCKEYE, ARIZONA
DRAWN BY: JK	EXHIBIT		
CHECKED BY: KJP			

- (19) CENTER SEC. 24, T.1N., R.5W., FOUND 3/4" PIPE, CAPPED CMX RLS #19344
- (20) E 1/4 CORNER SEC. 24, T.1N., R.5W., FOUND 2" M.C. ALUM. CAP, RLS #36563, 2003
- (21) COMMON CORNER SEC. 23,24&25 T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915
- (22) COMMON 1/4 CORNER SEC. 24&25 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344
- (23) COMMON CORNER SEC. 24&25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 3" G.L.O. BRASS CAP, 1915
- (24) W 1/4 CORNER SEC. 25, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563, 2003
- (25) COMMON 1/4 CORNER SEC. 25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 5/8" REBAR
- (26) CENTER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (27) E 1/4 CORNER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (28) COMMON CORNER SEC. 25&36, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563
- (29) COMMON 1/4 CORNER SEC. 25&36, T.1N., R.5W., FOUND 5/8" REBAR IN HAND HOLE
- (30) COMMON CORNER SEC. 25&36 T.1N., R.5W., & SEC. 30&31 T.2N., R.4W., FOUND G.L.O. BRASS CAP IN HAND HOLE
- POINT OF BEGINNING OF PARCEL NO. 3
- POINT OF COMMENCEMENT OF PARCEL NO. 4
- (31) COMMON 1/4 CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (32) COMMON CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (33) COMMON 1/4 CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.2N., R.4W., FOUND 3" BRASS CAP MARKED 'T2N, R5W, R4W, S36, S31, 2003, RLS 36563'
- (34) E1/4 CORNER SEC. 31, T.1N., R.4W., FOUND 1/2" REBAR, CAPPED RLS #27233
- (35) COMMON CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.1N., R.4W., FOUND 2-1/2" BRASS CAP IN HAND HOLE
- (36) SE CORNER SEC. 31, T.1N., R.4W., FOUND 4" M.C. ENGINEERING DEPT. ALUM. CAP IN HAND HOLE

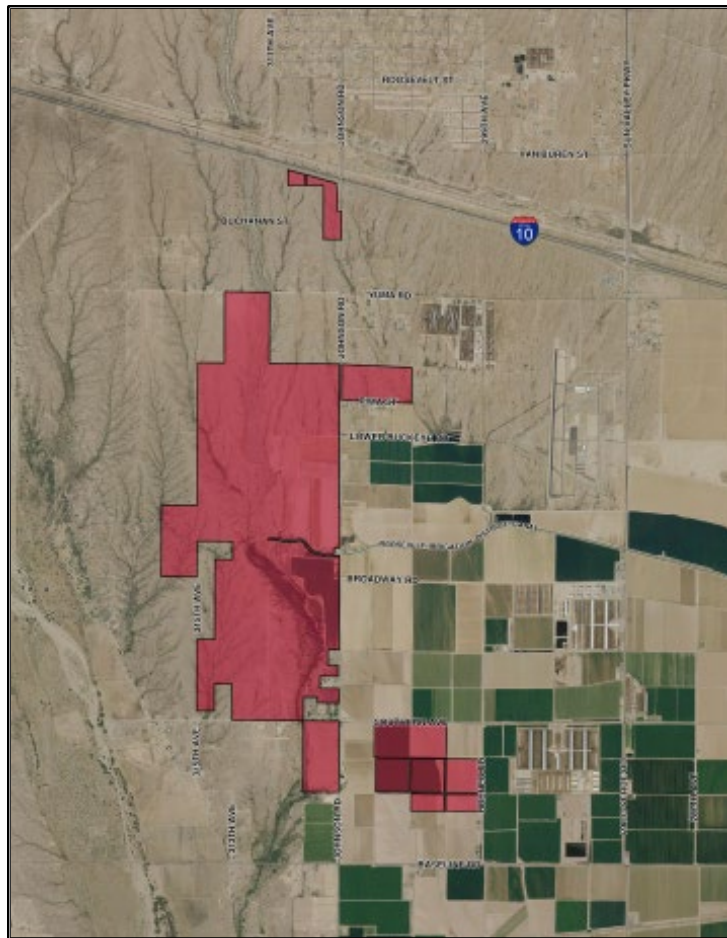


SHEET 9 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436	
DATE: AUG 2023			OVERALL BOUNDARY
SCALE: N.T.S.			BUCKEYE, ARIZONA
DRAWN BY: JK	EXHIBIT		
CHECKED BY: KJP			

CITIZEN PARTICIPATION REPORT

FOR THE CIPRIANI COMMUNITY MASTER PLAN AMENDMENT



FEBRUARY 6, 2024

A. OVERVIEW

The Citizen Review Report is being submitted in association with a request for a major amendment to the Cipriani Community Master Plan (the "CMP") to clarify the application of land uses, the land use budget, and the development standards. The Cipriani Community Master Plan covers approximately 2,016 acres and is generally bounded by Yuma Road, 315th Avenue, Johnson Road, and Southern Avenue (the "Site"). The proposed project would update the CMP with modern uses and development standards. As this Citizen Review Plan is implemented, a Report will be created for City Staff and updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners' associations, and other interested parties in the surrounding context and the City of Buckeye as a whole. Communication with these parties will be ongoing throughout the entitlement process. Work has already begun on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing. Outreach efforts will continue throughout the CMP amendment process.

B. COMMUNITY INVOLVEMENT

On June 1, 2023, surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's 500' radius mailing requirements as specified in the Citizen Participation Process packet and Section 8.2.3.I of the Zoning Ordinance. A copy of the radius map and mailing list is attached as **Exhibit A**. This notification contained information about the project, an invitation to the neighborhood open house, and the development team's contact information. A copy of this notification letter is attached as **Exhibit B**. After sending the notification letter, the development team received two (2) telephone calls – one (1) from a residential neighbor and one (1) from the Arizona State Land Department. Both requested additional information on the project. Neither expressed opposition or requested further information.

On June 21, 2023, an in-person neighborhood open house was held at the Buckeye Chamber of Commerce. The neighborhood open house provided information about the project and gave an additional opportunity for neighbors to provide comments to the development team and ask questions. Approximately 10-12 people attended the open house. Feedback from participants focused on whether the CMP amendment would change their individual zoning, whether they would be annexed into the City of Buckeye as a result of the CMP amendment, as well as traffic and road improvement questions.

The development team will continue to be accessible by phone and email to ensure that the community members have ongoing opportunities to comment and ask questions. The development team will keep the planning staff updated on the status of the Citizen Participation Plan by providing updated reports as we progress through the process.

On January 29, 2024, two (2) signs were posted to the Site to notify the community about the date and time of public hearings. This posting met the requirements stated in the Rezoning Process Guide packet. A picture of the sign posting is attached as **Exhibit C**. On January 29, 2024, surrounding property owners, HOAs and other interested parties were noticed via first class mail of the upcoming public hearings. A copy of the notification letter is attached as **Exhibit D**. Finally on January 29, 2024, a publication was posted in the newspaper informing the community of the upcoming hearings. A copy of the publication is attached as **Exhibit E**.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

C. TENTATIVE OUTREACH SCHEDULE

1st Submittal – April 7, 2023

2nd Submittal – August 28, 2023

Neighborhood Open House – June 21, 2023

Submittal of Citizen Participation Report – September 19, 2023

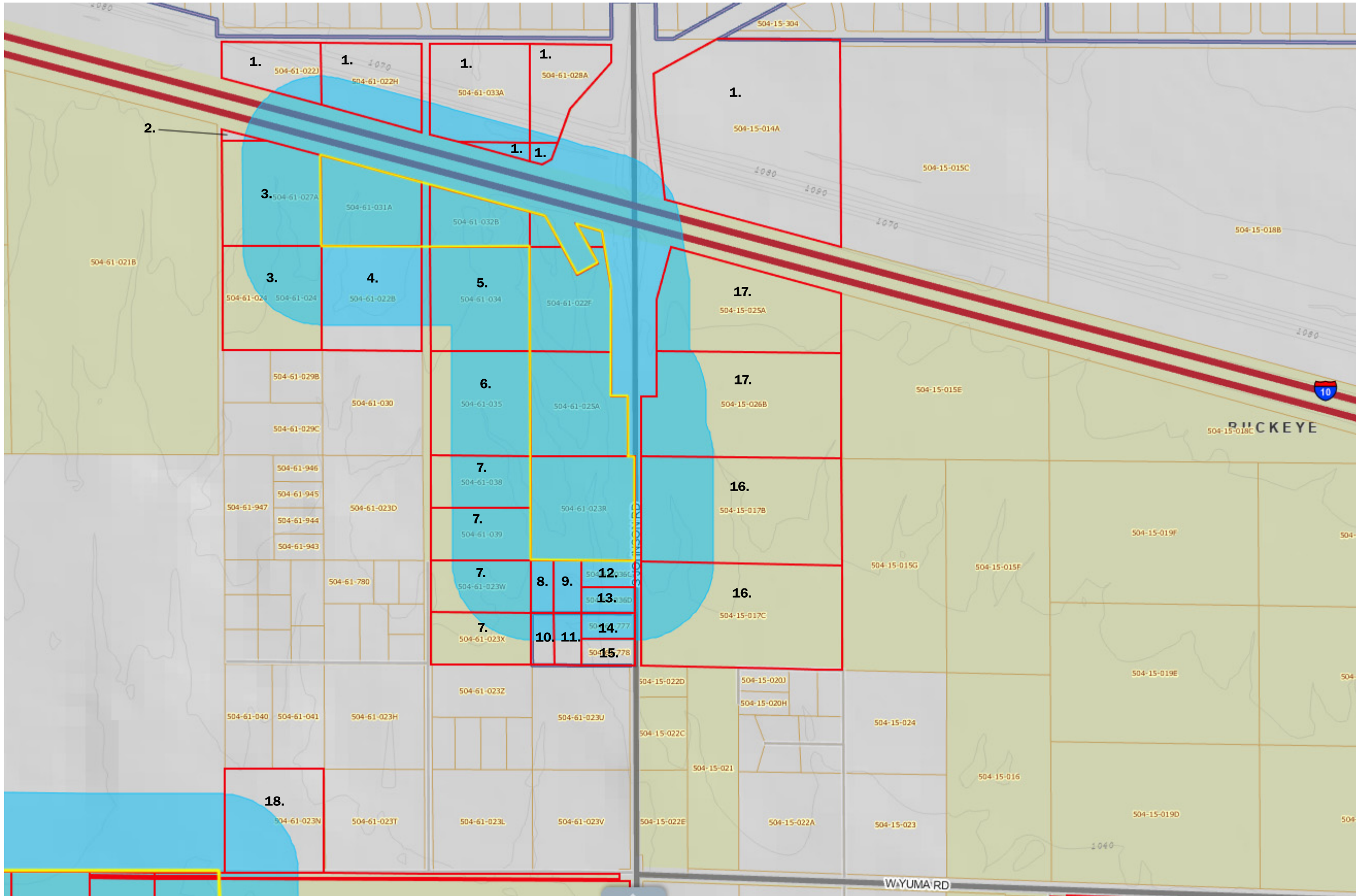
Planning and Zoning Commission Hearing – February 13, 2024, at 6:00 pm

City Council Hearing – TBD (applicant will mail notice to surrounding property owners and interested parties, post signs to the property, and print a publication in the newspaper at least 15 days prior to the public hearing)

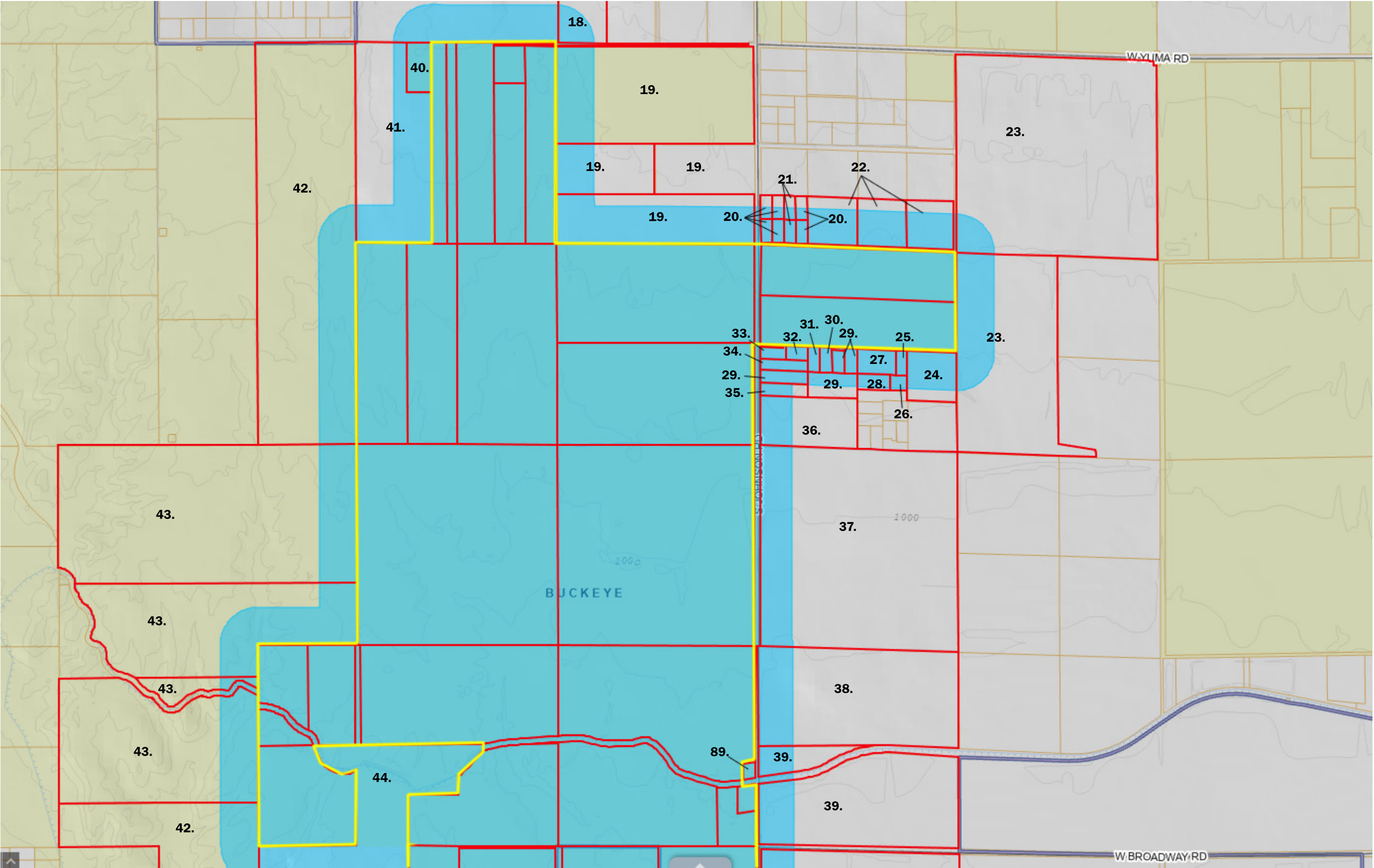
Exhibit A

Radius Map and Notification List

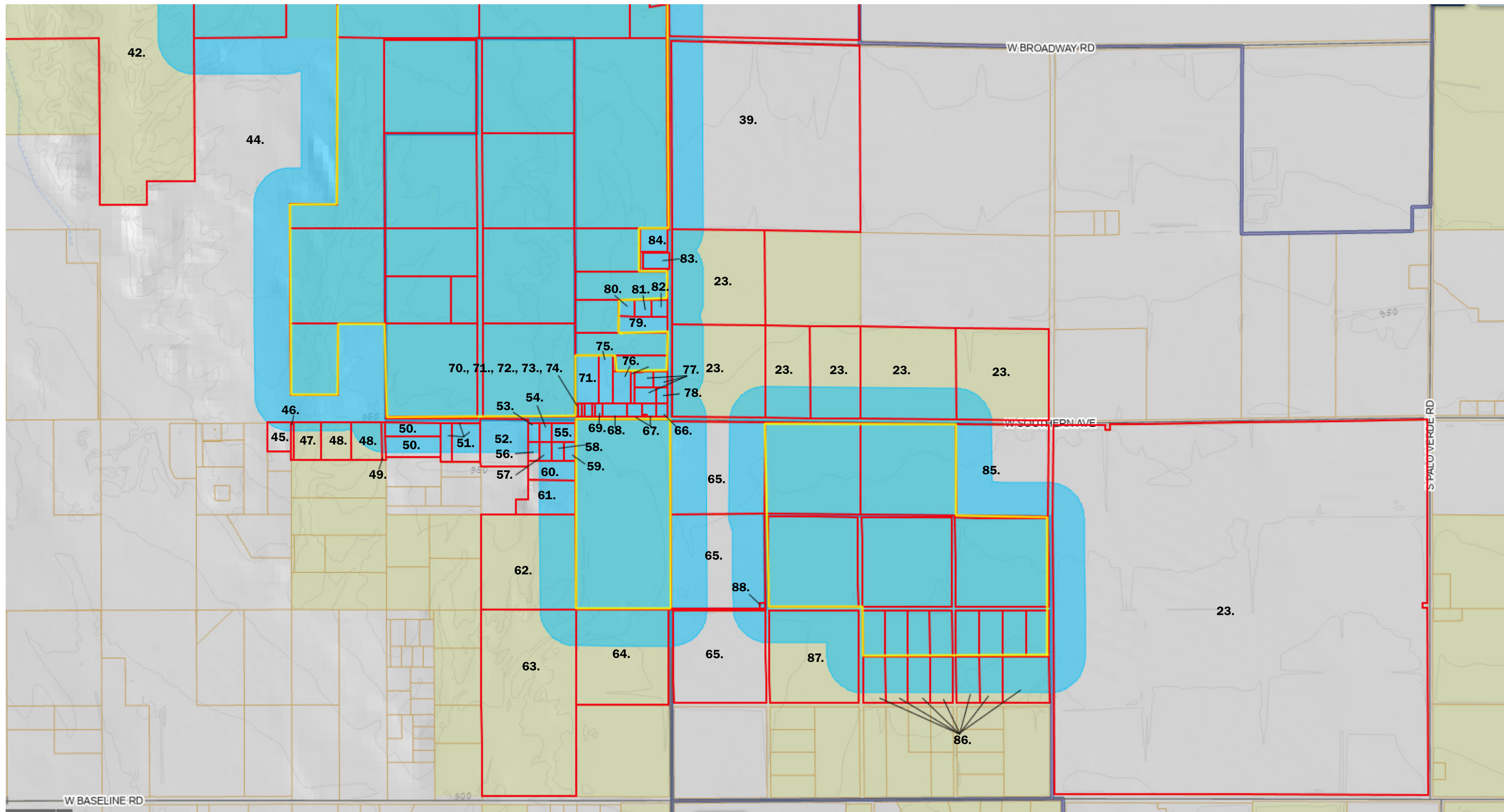
NORTHERN PROJECT AREA - 500 FOOT BUFFER



CENTRAL PROJECT AREA - 500 FOOT BUFFER



SOUTHERN PROJECT AREA - 500 FOOT BUFFER



SURROUNDING PROPERTIES WITHIN 500 FEET

Ownership ID	Parcel Number	Owner	Mailing Address
1.	504-15-014A 504-61-022H 504-61-022J 504-61-026C 504-61-028A 504-61-033A 504-61-511	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W DURANGO ST PHOENIX AZ USA 85009
2.	504-61-022K	AZ STATE OF	205 S 17TH AVE PHOENIX AZ USA 85007
3.	504-61-024 504-61-027A	SHEMER DOUGLAS	5230 E SHANGRI-LA RD SCOTTSDALE AZ USA 85254
4.	504-61-022B	CHOLODIUK SHEAN	1570 OLD BRODHEAD RD MONACA PA USA 15061
5.	504-61-034	DANIEL J AND WILMA O ZALES LIVING TRUST/ZALES WALTER J/KATHY R/ETAL	1931 W BONANZA LN PHOENIX AZ USA 85085
6.	504-61-035	TRUITT ENTERPRISES 401K PLAN	8040 E MORGAN TRL STE 22 SCOTTSDALE AZ USA 85258
7.	504-61-023W 504-61-023X 504-61-038 504-61-039	GEM IRREVOCABLE TRUST	7849 RANCHO MIRAGE DR LAS VEGAS NV USA 89113
8.	504-61-036A	KRAFT CHRISTIAN P/ROXXANNE E	1814 FLORIA ST NO 211 HUNTINGTON BEACH CA USA 92648
9.	504-61-036B	MARTINEZ ANDREW	624 S JOHNSON RD BUCKEYE AZ USA 85326
10.	504-61-775	LOPEZ GLORIA JEANETTE	732 S JOHNSON RD BUCKEYE AZ USA 85326
11.	504-61-776	ANDERSON CORSON DEL/LAUREN	726 S JOHNSON RD BUCKEYE AZ USA 85326
12.	504-61-036C	DO HANNA NGUYEN	608 S JOHNSON RD BUCKEYE AZ USA 85326
13.	504-61-036D	HERNANDEZ MARTIN/LETICIA	616 S JOHNSON RD BUCKEYE AZ USA 85326
14.	504-61-777	SCHULER JAMES M/NICOLE H	710 S JOHNSON RD BUCKEYE AZ USA 85326
15.	504-61-778	GIRON MANUEL SANCHEZ/MARIA DE LA LUZ DE	718 S JOHNSON RD BUCKEYE AZ USA 85396
16.	504-15-017B 504-15-017C	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052
17.	504-15-025A 504-15-026B	POINT GREY ESTATES LLC	17594 W AGAVE CT GOODYEAR AZ USA 85338
18.	504-61-023N	LARA NORLEEN F	7255 E BROADWAY RD MESA AZ USA 85208
19.	504-31-001B 504-31-001F 504-31-001G 504-31-001H 504-31-001J	WRUBLIK CHILDRENS HOLDING LLC	PO BOX 8510 SURPRISE AZ USA 85374
20.	504-30-064A 504-30-064B 504-30-064D 504-30-065A 504-30-065B 504-30-065D	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD SUITE B4-542 GOODYEAR AZ USA 85395
21.	504-30-064C 504-30-065C	VERA HOMES LLC	4125 W BANFF LN PHOENIX AZ USA 85053
22.	504-30-007G 504-30-007L 504-30-007M	FOLTZ JOHN E/MARIE D	9830 N 79TH PL SCOTTSDALE AZ USA 85258
23.	504-30-005G 504-30-006C 504-37-014P 504-37-014Q 504-37-014W 504-37-014X 504-37-014Y 504-37-014Z 504-37-023C	STOTZ FARMS INC	11111 W MCDOWELL RD AVONDALE AZ USA 85392
24.	504-30-004L	SUBHI M KALLA TRUST B	7820 N 47TH PL PARADISE VALLEY AZ USA 85253
25.	504-30-059	HOLGUIN LETICIA	30318 W ROOSEVELT ST BUCKEYE AZ USA 85396
26.	504-30-051B	HAGGARD DONALD RAY/DEBRA LYNN	6822 W ROMA AVE PHOENIX AZ USA 85033
27.	504-30-060	HENDERSON JEAN	30420 W LOWER BUCKEYE RD BUCKEYE AZ USA 85326
28.	504-30-051A	HENDERSON JAMES LEE/ANGELA VICTORIA	19845 N 36TH DR GLENDALE AZ USA 85308
29.	504-30-004Q 504-30-004Y 504-30-049C 504-30-049D 504-30-049E	DNT RENTS LLC	2310 N POMEROY CIR MESA AZ USA 85201
30.	504-30-049A	CROOKS BRADLEY	26306 N 15TH AVE PHOENIX AZ USA 85085
31.	504-30-050	MILLER SHIRLEY	30545 W WATKINS ST BUCKEYE AZ USA 85326
32.	504-30-048D	COLIN JAZMIN/IVAN	2401 S JOHNSON RD BUCKEYE AZ USA 85326
33.	504-30-048C	ENRIQUEZ NEMESIO	25811 W WILLIAMS ST BUCKEYE AZ USA 85326
34.	504-30-061	COTA SAMUEL E/RACHEL M	2423 S JOHNSON RD BUCKEYE AZ USA 85326
35.	504-30-004X	PALMER KENNETH/DONNA	2609 S JOHNSON RD BUCKEYE AZ USA 85326
36.	504-30-004E	AYCOCK ROY F/OLIVE JEAN TR	3816 E ELM ST PHOENIX AZ USA 85018
37.	504-30-017A	J BAR R FARMS LIMITED PARTNERSHIP	25500 W BROADWAY RD BUCKEYE AZ USA 85326
38.	504-30-030	J BAR R FARMS LTD PARTSHIP	25500 W BROADWAY BUCKEYE AZ USA 85326
39.	504-30-018 504-30-019 504-37-016	GREEN FARMS LTD	5201 E FANFOL DR PARADISE VALLEY AZ USA 85253
40.	504-31-004L	LPC PROPERTIES LLC	9117 W MONTANA DE ORO CT PEORIA AZ USA 85383-2203
41.	504-31-004K	WRUBLIK JOHN	13001 S RAINBOW VALLEY RD BUCKEYE AZ USA 85326
42.	504-31-018 504-36-097A	DESERT CREEK MPC LLC	600 WINSLOW WAY E 247 BAINBRIDGE ISLAND WA USA 98110
43.	504-31-023F 504-31-023G 504-31-023H 504-31-023E	BUCKEYE 1680 LLC	271 WINSLOW WAY E STE 10727 BAINBRIDGE ISLAND WA USA 98110
44.	-	ARIZONA STATE LAND DEPARTMENT	1110 WEST WASHINGTON STREET PHOENIX AZ 85007
45.	504-36-020M	MONTEGRO RICARDO A/MARINA NATALY	31507 W SOUTHERN AVE BUCKEYE AZ USA 85326
46.	504-36-038J	ARIZONA STATE OF	301 W JEFFERSON ST 10TH FL PHOENIX AZ USA 85003
47.	504-36-038R	SANCHEZ ADRIANA	5015 W WILSHIRE DR PHOENIX AZ USA 85035

48.	504-36-038P 504-36-038Q	FUERST FABIAN/LAURENZ	SCHOENBURGSTRASSE 40 TOP 3 1040 VIENNA AUT
49.	504-36-038D	CARTER KEVIN LYNNWOOD	1640 S 233RD AVE BUCKEYE AZ USA 85326
50.	504-36-033M 504-36-033N	STANTON AND SUSAN SCOW TRUST	6225 S 312TH AVE BUCKEYE AZ USA 85326
51.	504-36-033J 504-36-033K 504-36-033L	SCOW NATHAN S/AMBERLYN B	PO BOX 1268 BUCKEYE AZ USA 85326
52.	504-36-035D	WILLIAM AND MAURICETTE MAY LIVING TRUST	15923 W MULBERRY DR GOODYEAR AZ USA 85395
53.	504-36-035K	PYLAT SARA/LAWRENCE/DOSSETT KARIN M	6007 S 310TH AVE BUCKEYE AZ USA 85326
54.	504-36-035L	SJ PROJECTS LLC	610 E BELL RD #2-157 PHOENIX AZ USA 85022
55.	504-36-035X	JOHNSON EDWARD	30924 W PLEASANT LN BUCKEYE AZ USA 85326
56.	504-36-035Q	POLAND FAMILY REVOCABLE LIVING TRUST	764 HOMESTEAD AVE LATHROP CA USA 95330
57.	504-36-035R	REGORY EDWARD/HAZEL	30937 W PLEASANT LN BUCKEYE AZ USA 85326
58.	504-36-035S	BUNCH TRACY/ANGELA	30923 W PLEASANT LN BUCKEYE AZ USA 85326
59.	504-36-035T	JAMES BERTIE M/STARLENE	30915 W PLEASANT LN BUCKEYE AZ USA 85326
60.	504-36-035V	NORTHERN STATES COMMERCIAL LLC	6921 S 220TH AVE BUCKEYE AZ USA 85326
61.	504-36-035W	HELM RICHARD ALVIN	22232 W YAVAPAI ST BUCKEYE AZ USA 85326
62.	504-36-039E	RICHARD JAY GOULD REVOCABLE LIVING TRUST	PO BOX 1265 TUBAC AZ USA 85646
63.	504-36-032	EMPIRE MORTGAGE XVI LLC	11350 MCCORMICK RD HUNT VALLEY MD USA 21031
64.	504-36-034K	JOHNSON BASELINE LLC	2726 E BELLA VISTA RD SAN TAN VALLEY AZ USA 85143
65.	504-64-003 504-64-026 504-64-027	RM MOSER FAMILY LLLP	PO BOX 548 BUCKEYE AZ USA 85326
66.	504-36-002	LERMA FREDDIE/NICHOLLS GLORIA LERMA	5810 S JOHNSON RD BUCKEYE AZ USA 85326
67.	504-36-001B 504-36-001C 504-36-001D	CAMARILLO BENIO S & ESTELLA M ETAL	RT 2 BOX 889-A BUCKEYE AZ USA 85326
68.	504-36-042	PEREZ SALVADOR/ANGELINA	6234 W RAYMOND ST PHOENIX AZ USA 85043
69.	504-36-043A	PATERAKIS KATHRYN JEAN/WOERTINK ANDREA LEE	30832 W SOUTHERN AVE BUCKEYE AZ USA 85326
70.	504-36-003V	ALVARADO PAMELA	30844 W SOUTHERN AVE BUCKEYE AZ USA 85326
71.	504-36-003K 504-36-003U	JESUS HERRERA TRUST	8606 W VAN BUREN ST TOLLESON AZ USA 85353
72.	504-36-003P	NEWREZ LLC	55 BEATTIE PL STE 500 GEENVILLE SC USA 29601
73.	504-36-003R	REYES CYNTHIA ROSE SOLTERO	PO BOX 623 BUCKEYE AZ USA 85326
74.	504-36-003T	MENDOZA ANTONIO	5901 N 515TH AVE TONOPAH AZ USA 85354
75.	504-36-099	MOTA BRYAN	21707 W NARRAMORE RD BUCKEYE AZ USA 85326
76.	504-36-003M 504-36-098	GOMEZ ANDRES/RAQUEL ARROYO	5802 E JOHNSON RD BUCKEYE AZ USA 85326
77.	504-36-107F 504-36-107G 504-36-107H	IBARRA MONSERRAT MARTIN	81 W HEREFORD DR SAN TAN VALLEY AZ USA 85143
78.	504-36-044A	RUELAS ADAN GONZALES	4302 S 6TH AVE PHOENIX AZ USA 85041
79.	504-36-101	LUNA FELIPE ORTIZ/ORTIZ SAN JUANA CORONA	31039 W PORTLAND ST BUCKEYE AZ USA 85396
80.	504-36-100F	MORAN DEAN V/MELANIE R	17200 W BELL RD STE 1022 SURPRISE AZ USA 85374
81.	504-36-100E	NELSON MATTHEW	5512 S JOHNSON RD BUCKEYE AZ USA 85326
82.	504-36-100D	LOPEZ-ACOSTA RICARDO	5508 S JOHNSON RD BUCKEYE AZ USA 85326
83.	504-36-040J 504-36-041	TYREE DONALD F/KATHLEEN M	125 4TH AVE E BUCKEYE AZ USA 85326
84.	504-36-040H	RANDALL CHARLES R/KERRY J	5204 S JOHNSON RD BUCKEYE AZ USA 85326
85.	504-64-029B	IACONA PROPERTIES LLC	3641 E LA SALLE ST PHOENIX AZ USA 85040
86.	504-64-001G 504-64-007 504-64-008 504-64-009 504-64-011E 504-64-011G 504-64-012	DHANJAL SEWA SINGH/SUKHVINDER KAUR	3214 S SARIVAL AVE GOODYEAR AZ USA 85338
87.	504-64-001D	BUCKEYE BASELINE ONE LLC	807 CANYON GREENS DR LAS VEGAS NV USA 89144
88.	504-64-025	BUCKEYE LOT 130 LLC	3900 S HUALAPAI WAY STE 100 LAS VEGAS NV USA 89147
89.	504-31-012	ROOSEVELT IRRIGATION DIST	103 W BASELINE RD BUCKEYE AZ USA 85326

Exhibit B

Open-House Notification Letter

June 2, 2023

*Re: **Buckeye Tech Corridor***
Major Amendment to the Cipriani Community Master Plan
(Case Number: PLZZ-23-0005)

Dear Neighbor or Interested Party:

The purpose of this letter is to inform you that we have recently filed a request to amend the Cipriani Community Master Plan (the “Master Plan”), which covers approximately 2,106 acres and is generally bounded by 323rd Avenue to the west, Johnson and Brunner Roads to the east, Southern Avenue to the south, and the Interstate-10 to the north (the “Site”).

This amendment will replace the Master Plan that was approved in 2008 for primarily residential uses, update the Master Plan with modern uses and development standards focused on industrial and commercial uses, and provide a framework for future development of the Site in a thoughtful and responsible manner.

This framework is intended to encourage a level of locational flexibility in regard to future development of industrial and commercial uses, while concentrating higher intensity development where infrastructure exists and can be provided to support it. The Site is intended to be developed in planning units, which may be developed in phases with infrastructure and public facilities designed and sized to accommodate planned improvements with each phase.

We would like to invite you to a neighborhood meeting to discuss the proposed amendment. For more information on the project ahead of the meeting, please see the attached aerial map and industrial and commercial land use group graphics.

We are hosting an in-person informational meeting at the date, time, and location listed below:

Location: Buckeye Chamber of Commerce
 508 E Monroe Avenue,
 Buckeye, AZ 85326

Date: June 21st, 2023

Time: 5:30 PM

If you are unable to attend the meeting, please contact Elyse DiMartino at (480) 682-3916, or via email at ed@berryriddell.com and she will be happy to provide you with information about the

BERRY RIDDELL LLC

June 1, 2023

Page 2

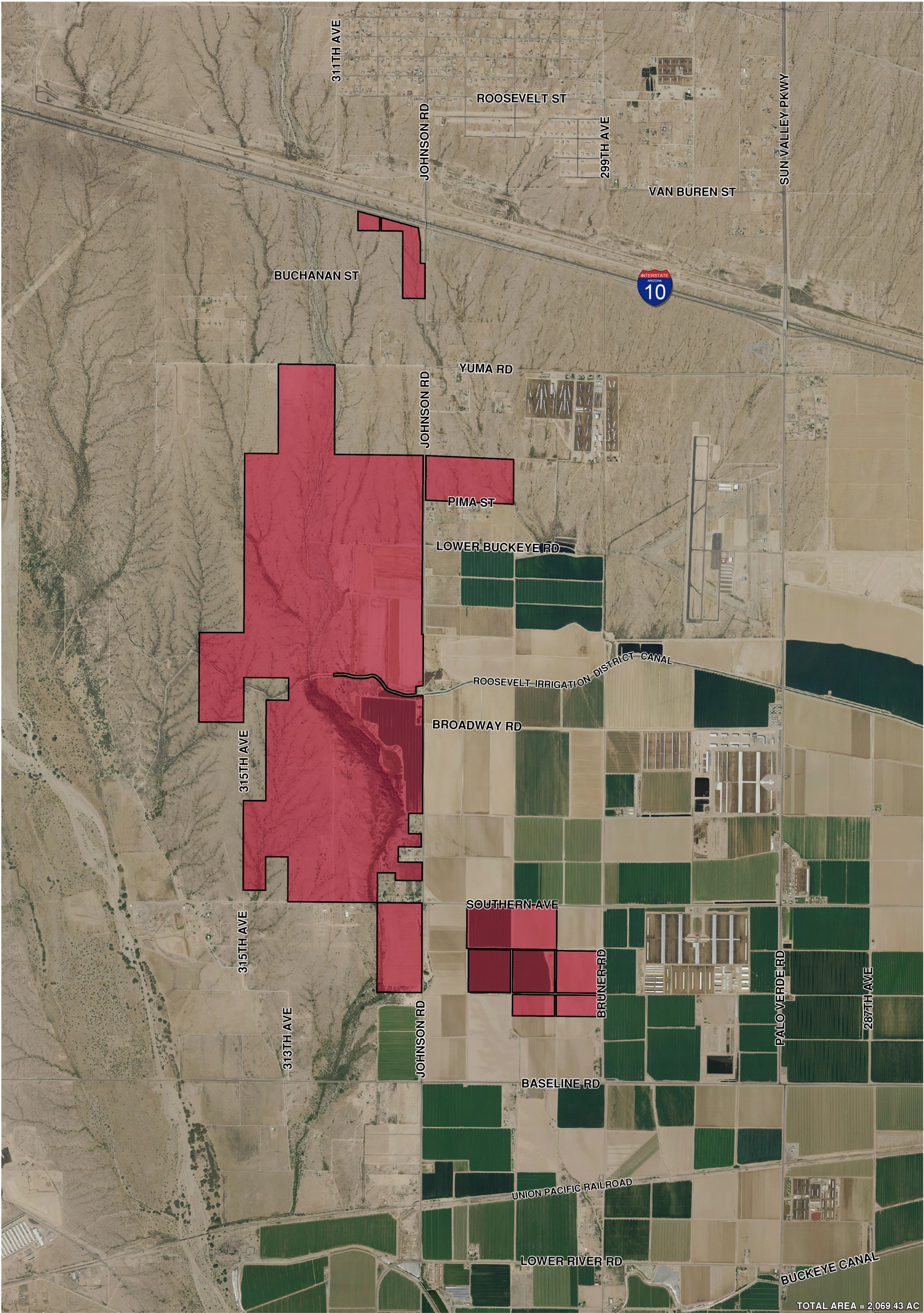
proposal. You may also contact Ken Galica, Principal Planner with the City of Buckeye, at (623) 349-6214, or via email at kgalica@buckeyeaz.gov.

Sincerely,



Cassandra Ayres

Enclosures



Cipriani
Buckeye, Arizona
AERIAL VICINITY MAP

1966

SCALE: 1" = 1200' (36X48)

MARCH 2022 NORTH

HILGARTWILSON

ENGINEER | PLAN | SURVEY | MANAGE

U:\1966\1966.02 Arizona Land Consulting LLC\PLANNING\ENTITLEMENT\AC\1st Submittal\FIGURES\1966 - AERIAL VICINITY MAP.dwg 3/16/2022 4:47 PM

1200 600 0 1200

SCALE: 1" = 1200'

Neighborhood Meeting - Cipriani

June 21, 2023

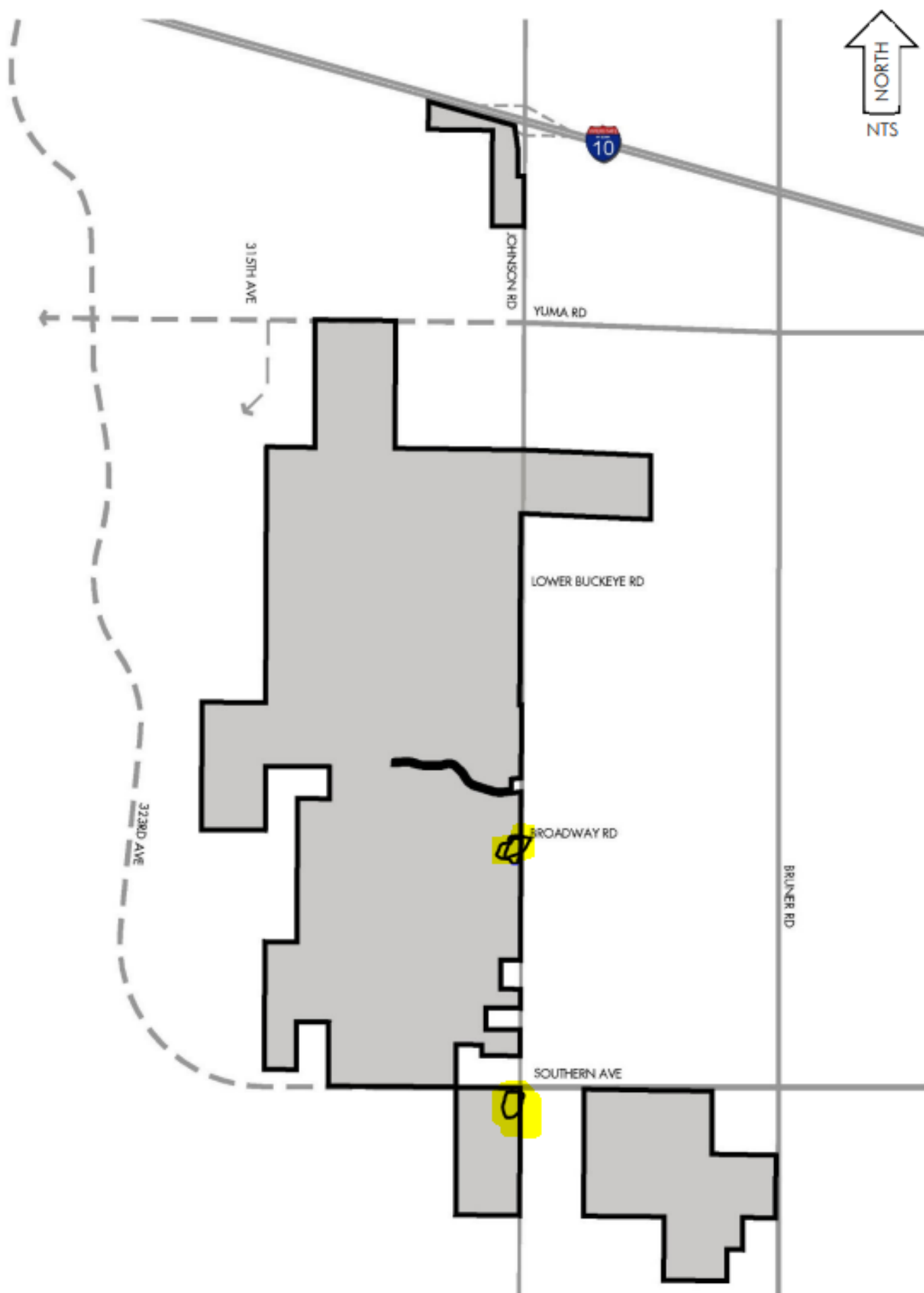
Sign-in Sheet

Print Name	Address	Phone	Email
EDDIE GUTIERREZ	4281 Wagon Wheel Ave. 85326	702 340 2129	egutierrez@cox.net
* RICARDO MONTENEGRO	31507 W. SAGUINAW AVE. 85326	(81) 585-8671	rmontenegro85@yahoo.com
* JUAN HERNANDEZ	30850 W. Southern Ave 85326	602.583.2568	Juan.Hernandez4712@gmail.com
* WALTER ZALES	2320 W ST BONITA LN CASA GRANDE	5204211951	WZALES@COX.NET
* KATHY ZALES	1931 W. BONANZA LN PHX 85308	602-512-9749	FORTERAZ@Q.COM
Daniel J. Zales	1147 E. Barnes Dr Casa Grande, AZ 85122	303 288 1238	DZ1958@Outlook.com
* Bryan Mols	21707 W Narramored	623 860 8622	mota.bryan380@gmail.com
Monica Duarte	16551 N. 151st Surprise AZ 85129	623 203-5083	cmduarte@cox.net
Jack Helsten	8600 N 66th place	480-749-3700	jhelsten@sandiego.edu

Exhibit C

Sign Posting

FIGURE III. PROPERTY



City of Buckeye
PUBLIC HEARING

Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.

City Council: TBD

LOCATION OF HEARINGS: Buckeye City Council Chambers,
530 East Monroe Avenue, Buckeye, AZ 85326

REQUEST: Amendment to the Cipriani Community Master Plan
to reconfigure future land uses on the site

PROPOSAL: Commercial and/or light industrial uses

GENERAL LOCATION: Irregularly shaped property roughly
bounded by 323rd Avenue to the west, Johnson Road and
Bruner Road to the east, Southern Avenue to the south,
and the Interstate-10 freeway to the north

SIZE: Approximately 2,091 acres

CASE #: PLZZ-23-00005

APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC

PHONE: 480-682-3916

DEVELOPMENT SERVICES DEPARTMENT
623-349-6211

Posting Date: 1/29/2024

January 29, 2024 at 8:52 AM
30701-30755 W Southern Ave
Maricopa County

407

City of Buckeye PUBLIC HEARING

Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.

City Council: TBD

LOCATION OF HEARINGS: Buckeye City Council Chambers,
530 East Monroe Avenue, Buckeye, AZ 85326

REQUEST: Amendment to the Cipriani Community Master Plan
to reconfigure future land uses on the site

PROPOSAL: Commercial and/or light industrial uses

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Bruner Road to the east, Southern Avenue to the south,
and the Interstate-10 freeway to the north

SIZE: Approximately 2,091 acres

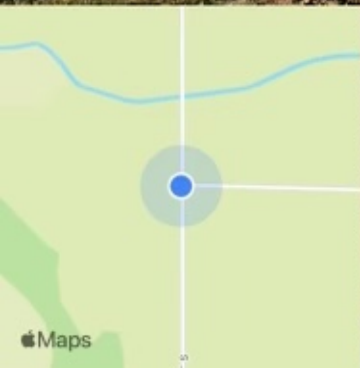
CASE #: PLZZ-23-00005

APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC

PHONE: 480-682-3916

DEVELOPMENT SERVICES DEPARTMENT
623-349-6211

Posting Date: 1/29/2024



January 29, 2024 at 9:02 AM
4400-4638 S John Rd
Maricopa County

408

Exhibit D

Public Hearing Notification Letter

January 29, 2024

Dear Property Owner or Neighborhood Association Representative:

The purpose of this follow-up letter is to inform you that we have recently filed a request via Zoning Case Number PLZZ-23-00005 to amend the Cipriani Community Master Plan, an approximately 2,091-acre irregularly shaped site roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the “Site”). The intent of the Amendment is to reconfigure future land uses on the Site, including elimination of residential uses and the expansion of commercial and/or light industrial uses. This letter is to inform you that a Planning and Zoning Commission hearing has been set to review our case.

The meeting details are as follows:

Planning Commission Hearing:

February 13, 2024, at 6:00 pm
Buckeye City Council Chambers
530 E Monroe Avenue

City Council Hearing:

TBD. A follow-up letter will be sent to inform you of the City Council hearing date.

You are welcome to attend this hearing to learn about the case and make your opinions known. Please confirm the meeting details with the City of Buckeye Development Services Department before attending as they are subject to change. Hearing information may also be found on signs posted on the site. The City of Buckeye staff planner can answer your questions regarding the city hearing processes as well as the staff position once their report is complete. If you have questions for our staff planner, Ken Galica, he can be reached at (623) 349-6214 or kgalica@buckeyeaz.gov. You are also urged to contact me or one of my staff at (480) 682-3916 or ed@berryriddell.com to learn more about the case and provide input.

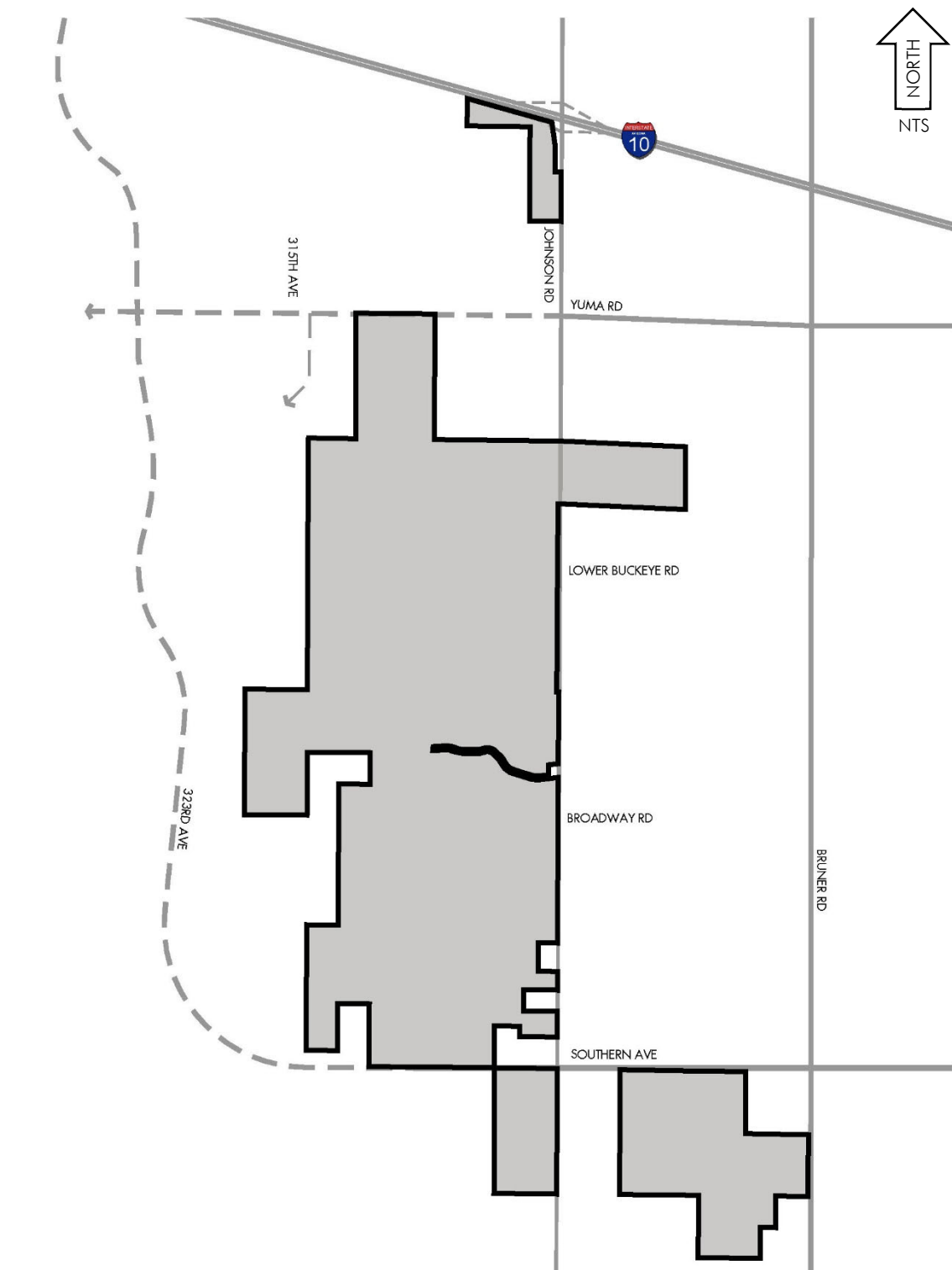
Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at (480) 682-3916 or ed@berryriddell.com.

Sincerely,



Cassandra Ayres

FIGURE 1.1 - PROPERTY



Buckeye Tech Corridor

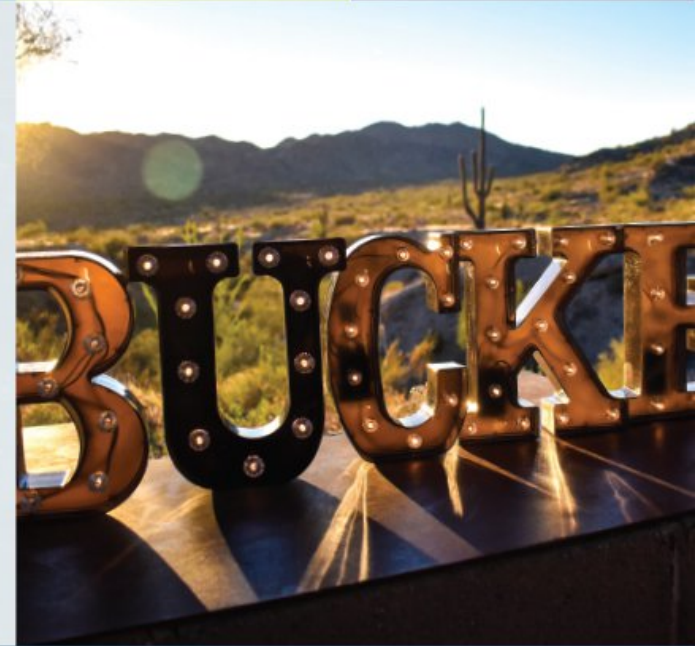
(formerly Cipriani)

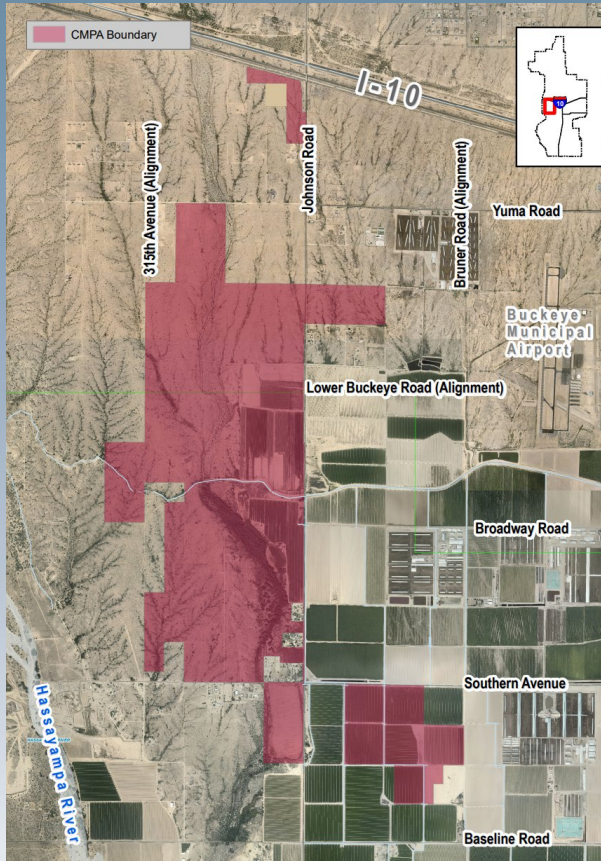
Dissolution of 2008 Development Agreement, Major CMP Amendment and Development Agreement

City Council

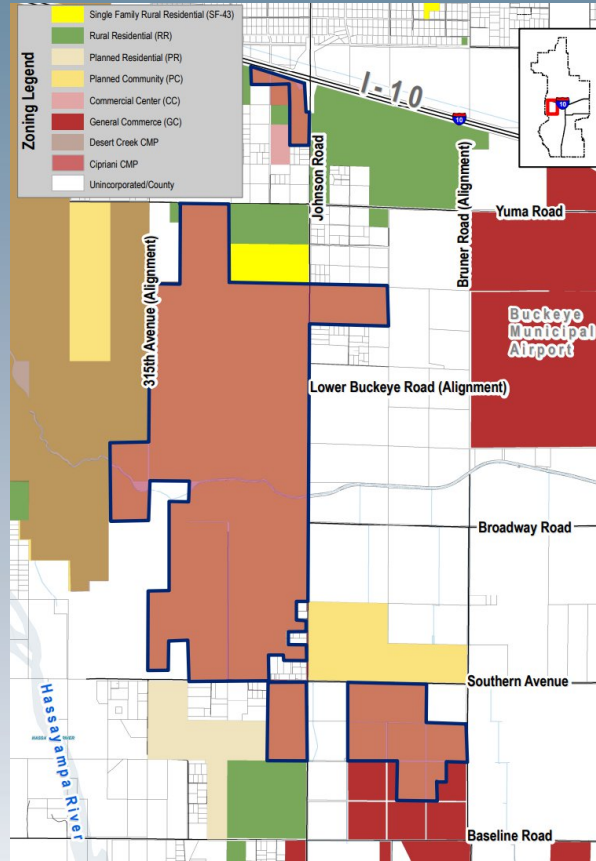
April 16, 2024

Case PLZZ-23-00005

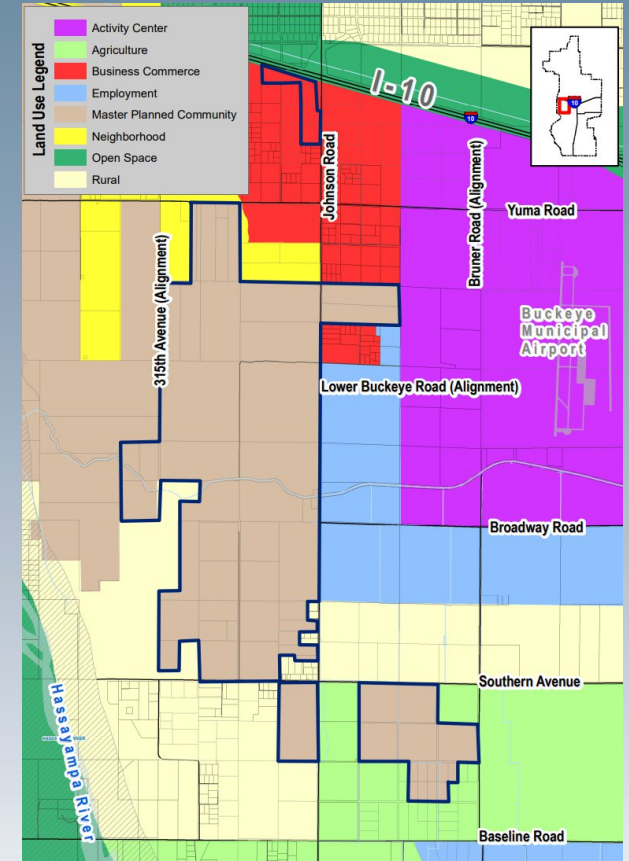




Aerial



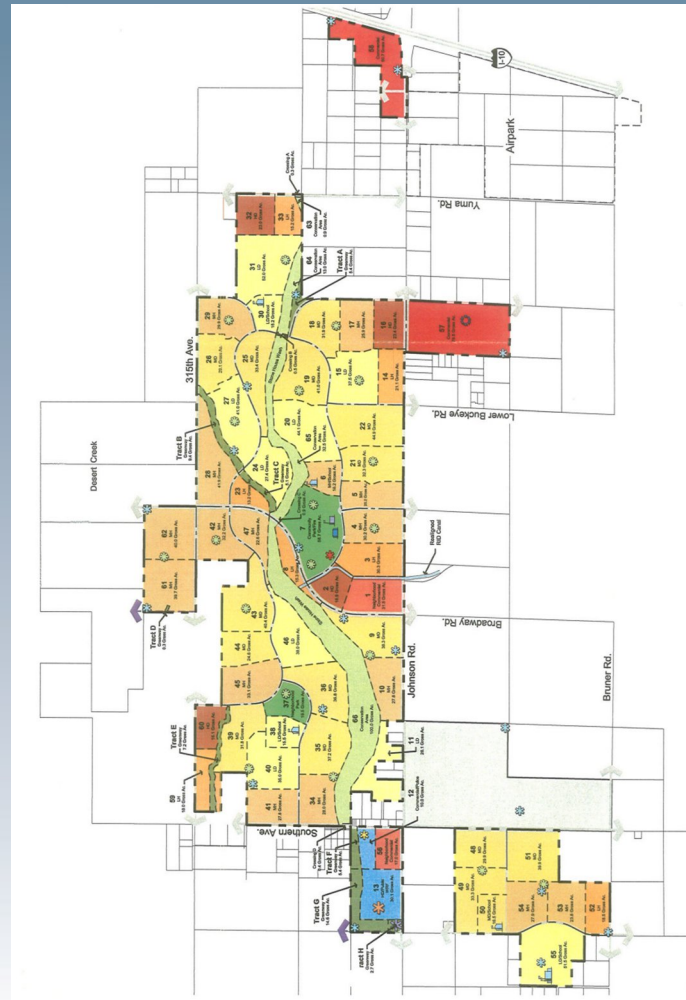
Zoning Map



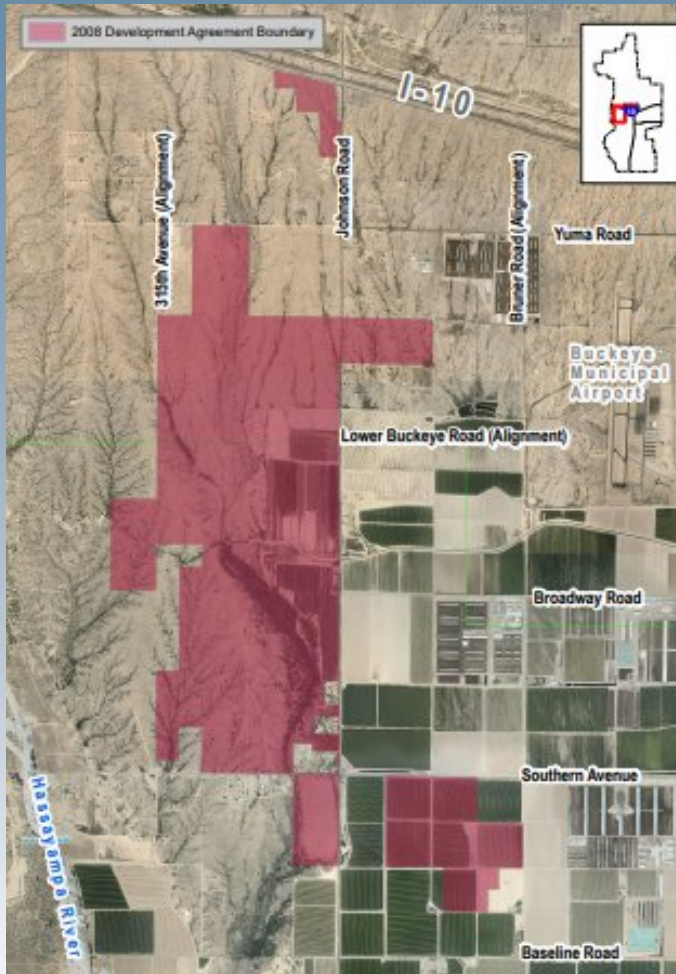
General Plan LU Map

Existing Cipriani CMP

- Approved in 2008
- 2,091 acres
- Traditional residentially-focused master planned community
 - 9,706 residences (single-family and multi-family)
 - 188.6 acres of supporting commercial
 - 276.7 acres of open space (15 percent)
 - Five school sites
 - Fire station site
 - Police station site



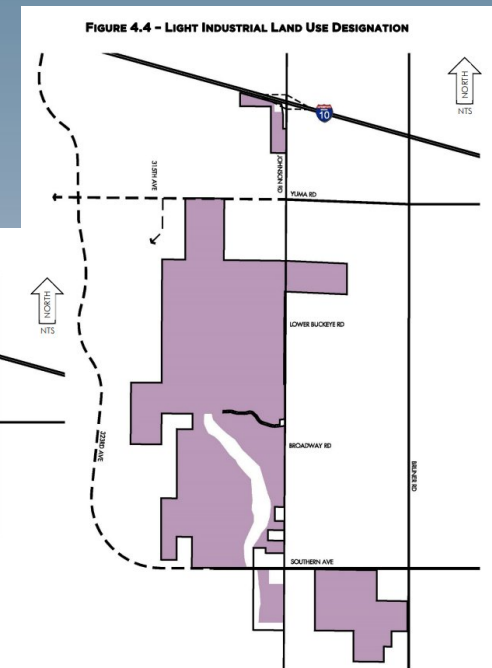
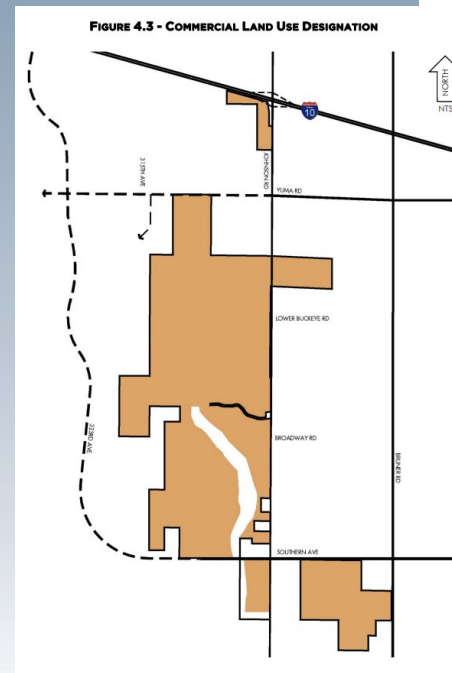
PC - LD Low Density (0-3 du/Ac)	PC - Regional Commercial
PC - MD Medium Density (2-4 du/Ac)	PC - Neighborhood Commercial
PC - MH Medium High Density (3-6 du/Ac)	PC - Park
PC - LH Low High Density Single-Family (6-12 du/Ac)	PC - Greenway
PC - HD High Density Multifamily (12-22 du/Ac)	PC - Conservation Open Space
Cipriani PR Area (not a part of CMP)	PC - Public WRF/Police
Elementary School	Police Station
High School	Fire Station
Multi-generation Center	Potential Well Location
Potential Library	Potential APS Substation
Water Reclamation Facility	Potential Water Storage Location
Potential Pocket Park	



- Development Agreement approved in September 2008
 - Defines City and developer obligations for infrastructure and facilities based upon 2008 Cipriani CMP
 - 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust

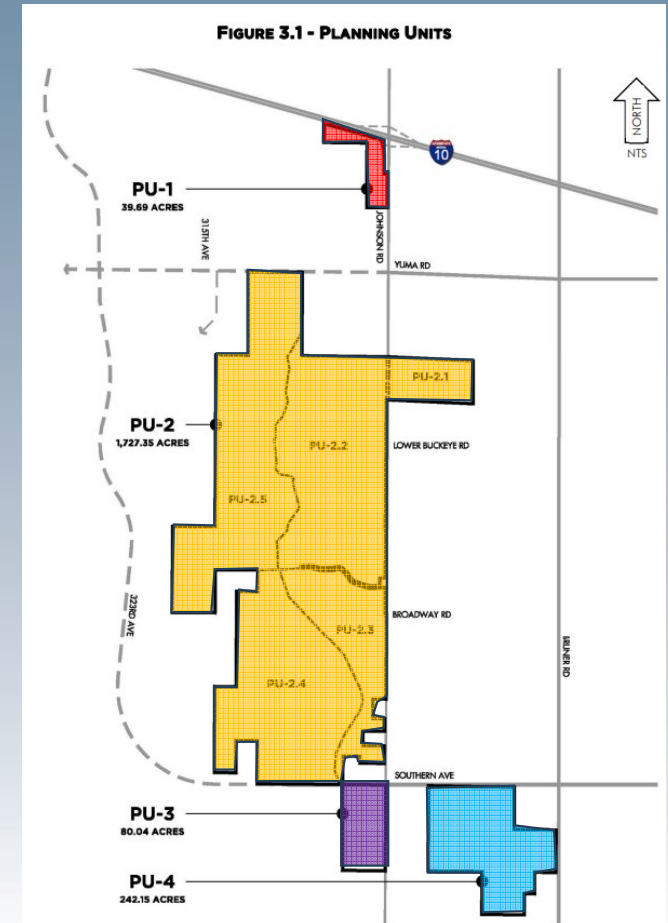
Proposed Buckeye Tech Corridor CMP and 2024 DA

- Excludes Zales property
- Entirely re-envisioned as a technology-centric light industrial and commercial campus
 - Flexibility to provide either category in most locations
- Residential uses (and corresponding school sites) eliminated
- Wash corridors preserved as natural open space
- DA obligations modified to reflect current vision for development



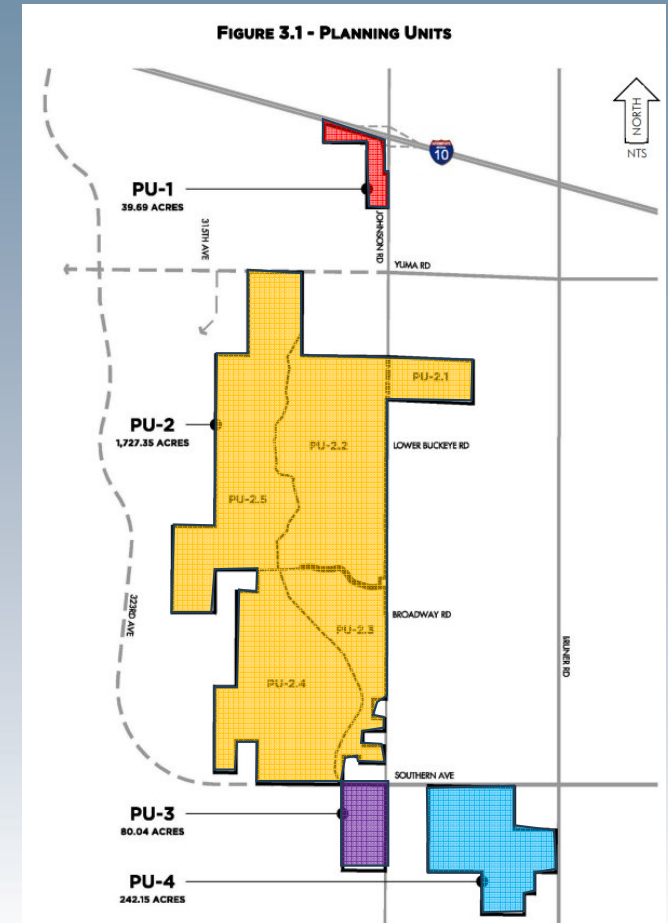
Proposed Buckeye Tech Corridor CMP

- Divided into four planning units (PUs):
 - Unit 1:
 - Approximately 39.7 acres
 - 10 acres of commercial-only
 - Remainder 29.7 acres to be either/both commercial and/or light industrial
 - Unit 2:
 - Approximately 1,727.4 acres
 - Anticipated that PU-2 will develop as a regional data center campus; in the event it does not, the full area of PU-2 may be either/both commercial and/or light industrial
 - Stoneman Wash preserved as naturalized open space



Proposed Buckeye Tech Corridor CMP

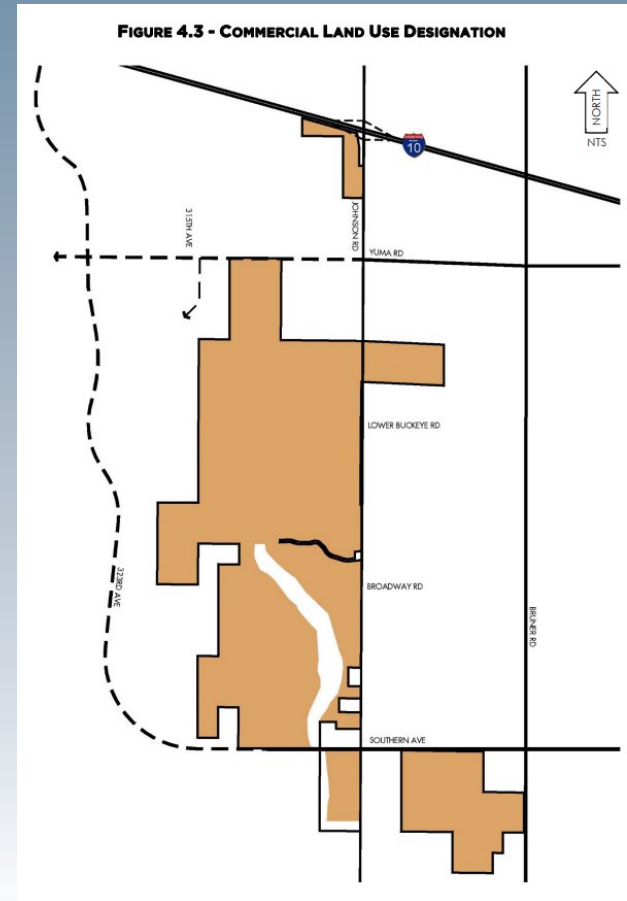
- Divided into four planning units (PUs):
 - Unit 3
 - Approximately 80 acres
 - To be either/both commercial and/or light industrial
 - Unit 4
 - Approximately 242.2 acres
 - 10 acres commercial only
 - Remaining 232.2 acres either/both commercial and/or light industrial



Proposed Buckeye Tech Corridor CMP

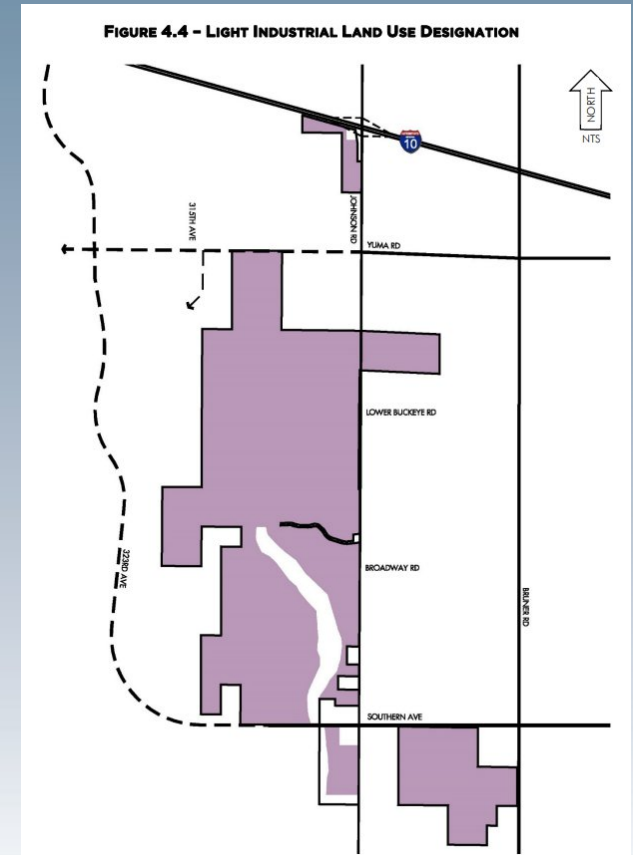
- Commercial Land Use Category

- Based upon City's C-2 (Community Commercial) zoning district
- Development standards consistent with C-2 district; sole modification with regard to lot coverage
- Uses consistent with C-2 district, except that uses not consistent with a technology campus (for example nursing homes and cemeteries) have been eliminated from consideration
- Additional siting and design criteria included for uses that are less aesthetically pleasing when adjacent to streets and freeways



Proposed Buckeye Tech Corridor CMP

- Light Industrial Land Use Category
 - Based upon City's I-1 (Light Industrial) zoning district
 - Modifications to I-1 development standards:
 - Elimination of maximum lot coverage
 - Eight percent increase in maximum building height (120' permitted, 145' proposed)
 - Creation of data-center specific parking standard
 - Light industrial uses consistent with I-1 district; lower intensity, fully enclosed, with no anticipated noise, light, or odor impacts
 - Limited commercial uses that would serve employees are also permitted



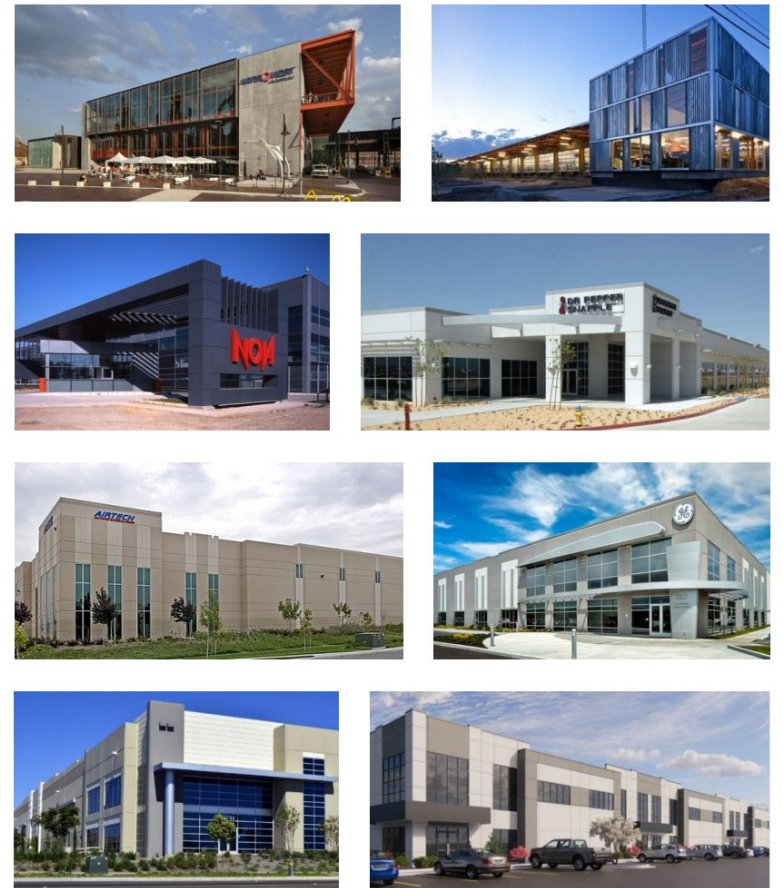
Proposed Buckeye Tech Corridor CMP

- Open Space Land Use Category
 - No comparable zoning district
 - Standards and uses aimed at preserving natural open spaces; limited government facilities and recreational uses also permitted in this category



Proposed Buckeye Tech Corridor CMP

- Architectural design criteria to ensure high quality, complementary architecture across entirety of project; each building to carry through two “character elements” from an adjacent building
- Screening and full buffering of service areas required
- Continuity of regional trails systems will be maintained; alignments may shift as trails run through project
- Landscape and open space requirements comparable to Buckeye Development Code



Proposed Buckeye Tech Corridor CMP

- Developer to construct half-streets abutting the boundary of the project, except that City may support removing developer's responsibility to construct 315th Avenue on the west edge of the site if not needed for this project (condition "t")
- Developer to construct any streets (public or private) internal to the site; location/classification to be determined during Planned Unit Plan review
- Developer to construct additional street improvements beyond site boundary if traffic impact analysis identifies such improvements as necessary to provide safe and orderly access to the property

Proposed Buckeye Tech Corridor CMP

- Project is within Buckeye's Water and Wastewater Service Areas
 - Future new City water campus and wastewater treatment facility is anticipated in this portion of Buckeye
 - Interim water and sewer solutions (e.g. use of private wells and septic) will be considered to allow development before City facilities in the area are online; development would be required to convert to the permanent facilities when they are completed

Proposed Buckeye Tech Corridor Development Agreement

- Dedication, design, and construction obligations related to construction of public infrastructure both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure.
- Design and construction obligations pertaining to the installation of a new freeway interchange at I-10 and Johnson Road.
- Dedication, design, and construction obligations related to up to two combined police and fire stations within the CMP boundary.
- Dedication, design, and construction obligations related to a walled Public Works satellite yard within the CMP boundary.

Analysis

- Consistent with General Plan and underlying zoning
- Development is not expected to generate sound, light, dust or odor impacts on surrounding properties
- Proposed commercial and light industrial uses are more appropriate than a residential master plan in the vicinity of the nearby Buckeye Airport; modified runway configuration could result in direct overflight of portions of this property
- Proposed standard and use modifications are supported; development will be of high quality and attractive from adjacent streets
- Development will have a positive impact on City revenue generation used to fund city services

Analysis

- Depending upon specific uses that develop, traffic generation may be very low
- Proposed commercial and light industrial uses will result in lower water and sewer demand; data centers limited to air-cooled (electric) or closed loop cooling systems
- Planning & Zoning Commission to review Planned Unit Plans (PUPs) for minimum 160-acre segments of site; site plans within an approved PUP will be administrative approvals
- Approval of development agreement is in the best interests of the City
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: June 21, 2023 at Buckeye Valley Chamber of Commerce
- Applicant was contacted by two property owners seeking additional information about the project; no concern or objection was noted
- Staff was contacted by one property owner who expressed support for the project
- Planning and Zoning Commission recommended approval, 7-0, on February 13th; no speakers during public hearing
- All required notices completed in accordance with requirements

Recommendation

Dissolution of 2008 Development Agreement and Approval of Buckeye Tech Corridor CMPA and DA PLZZ-23-00005

Conduct a public hearing and APPROVE subject to conditions (a) through (ee)

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 08-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, TERMINATING THE DEVELOPMENT AGREEMENT DATED SEPTEMBER 2, 2008 FOR THE DEVELOPMENT OF THE CIPRIANI COMMUNITY MASTER PLAN ON APPROXIMATELY 2106 ACRES OF LAND GENERALLY LOCATED SOUTH OF I-10 ALONG JOHNSON ROAD; APPROVING THE BUCKEYE TECH CORRIDOR (FORMERLY “CIPRIANI”) MAJOR COMMUNITY MASTER PLAN AMENDMENT AS DESCRIBED IN CASE NUMBER PLZZ-23-0005 AND THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE AND CIPRIANI LAND HOLDINGS, LLC; AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND SEVERABILITY.

WHEREAS, by and through Ordinance No. 65-08 the Mayor and Council of the City of Buckeye, Arizona (“City”) previously approved the development of a master planned community on land generally located south of the Interstate 10 along Johnson Road as legally described on Exhibit A and depicted on Exhibit B (“Subject Property”) attached hereto and incorporated herein; and,

WHEREAS, the Cipriani Community Master Plan (comprised of a project narrative; land use; circulation and infrastructure plan; list of permitted uses; recreational amenities and design themes; development standards and review procedures along with supporting technical studies and other elements) was adopted as part of a Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678; and,

WHEREAS, the owners of the properties bound by the Development Agreement and the Cipriani Community Master Plan desire to terminate the Development Agreement and the development obligations of the Community Master Plan; and,

WHEREAS, the termination of the Development Agreement will enhance the health, safety, and welfare of the community, further City goals related to job creation and economic

development, and at the same time is in harmony with the purposes and intent of the City's Development Code and the Imagine Buckeye General Plan 2040; and,

WHEREAS, the City does not object to the termination of the Development Agreement and the release of the rights, duties and obligations of the Cipriani Community Master Plan; 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 Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, applies to approximately 2,091 acres of real property legally described in **Exhibit C**, and depicted in **Exhibit D**, both of which are attached hereto; and,

WHEREAS, the proposed Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, was properly noticed for public hearings, and the necessary hearings were conducted on February 13, 2024 and April 16, 2024; and,

WHEREAS, the proposed Amendment will enhance the welfare of the community by providing land use options that are compatible with the nearby Buckeye Municipal Airport and contributing to the City's economic well-being, and 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 February 13, 2024, and recommended approval of this Community Master Plan Amendment.

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

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

Section 2. The Development Agreement dated September 2, 2008 and recorded in the Official Records of the Maricopa County recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 is terminated and the Subject Property is released from all outstanding obligations and liabilities arising thereunder or in connection therewith.

Section 3. The Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor set forth in Case PLZZ-23-0005, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit E**, incorporated herein by this express reference.

Section 4. The Buckeye Tech Corridor Development Agreement dated April 16, 2024 between the City of Buckeye, an Arizona municipal corporation and Cipriani Land Holdings,

LLC, an Arizona limited liability company, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 5. The Mayor is authorized to execute the Notice of Termination and Release of Development Agreement and the Development Agreement dated April 16, 2024 between the City and Cipriani Land Holdings, LLC, in order to effectuate the intent of this Ordinance.

Section 6. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 16th day of April, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
ORDINANCE 08-24**

[Legal Description]

SEE FOLLOWING PAGES

EXHIBIT "A"
CIPRIANI
DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:

The Northeast quarter of the Northeast quarter of the Southeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:

The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:

The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:

The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:

INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:

Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:

The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:

Parcel A:

The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:

The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:

Parcel A:

The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:

The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:

The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:

The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:

The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:

The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:

The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:

The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:

The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:

The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:

Parcel A:

The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:

The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:

Parcel A:

The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antoinette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:

Parcel A:

The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:

The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:

The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:

The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:

The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:

Parcel A:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:

That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:

That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:

The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:

The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:

Parcel A:

The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:

The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:

The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:

The Northwest quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:

Parcel A:

The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:

Parcel A:

The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:

The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:

The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:

The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:

Parcel A:

The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:

That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:

The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:

That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:

Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:

Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:

The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

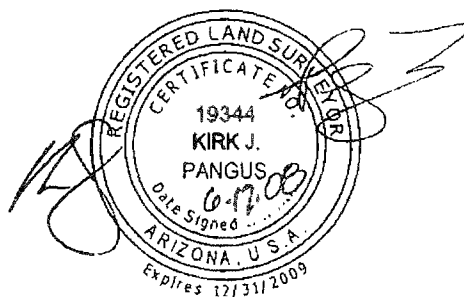
THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

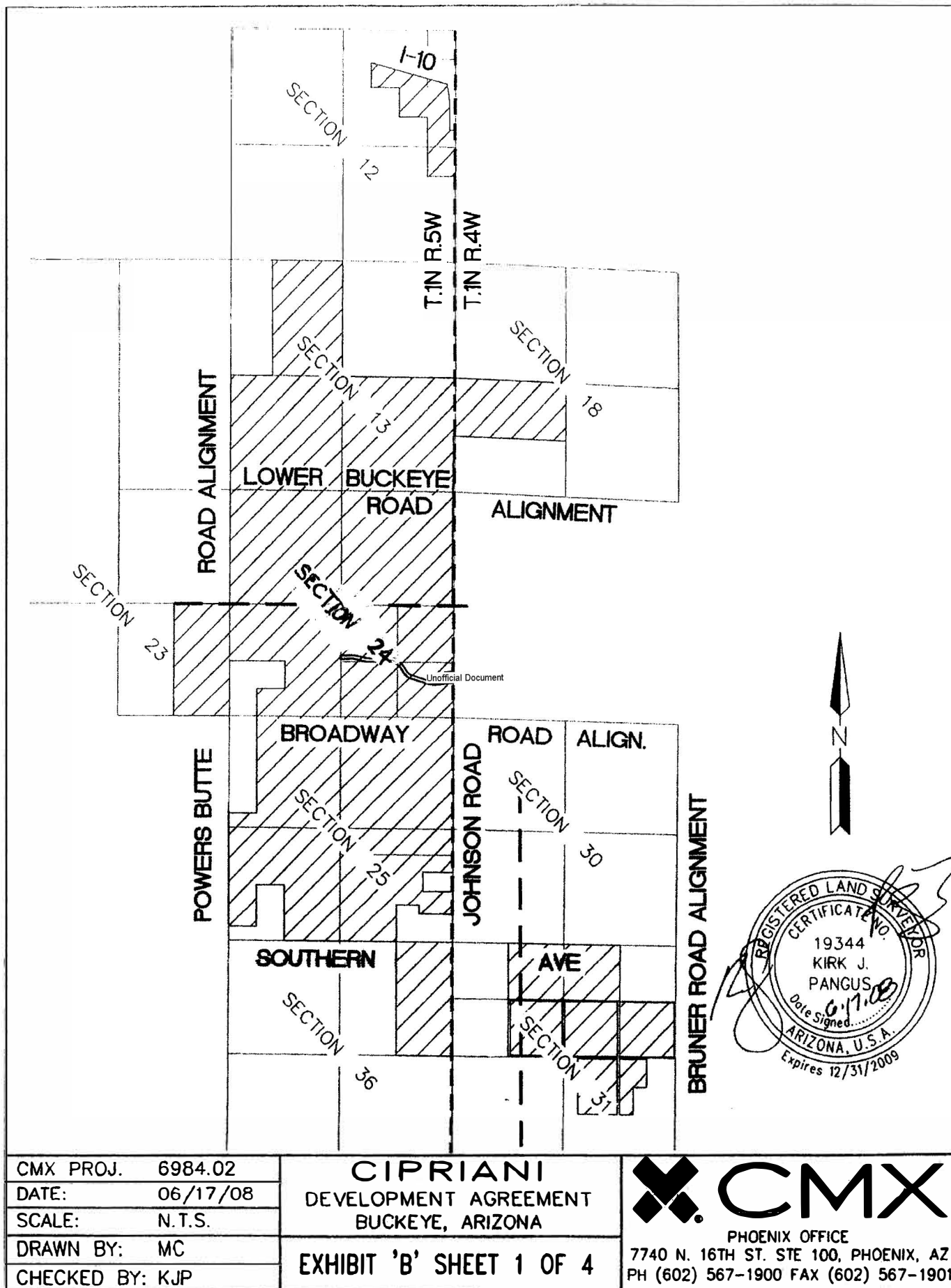
Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008

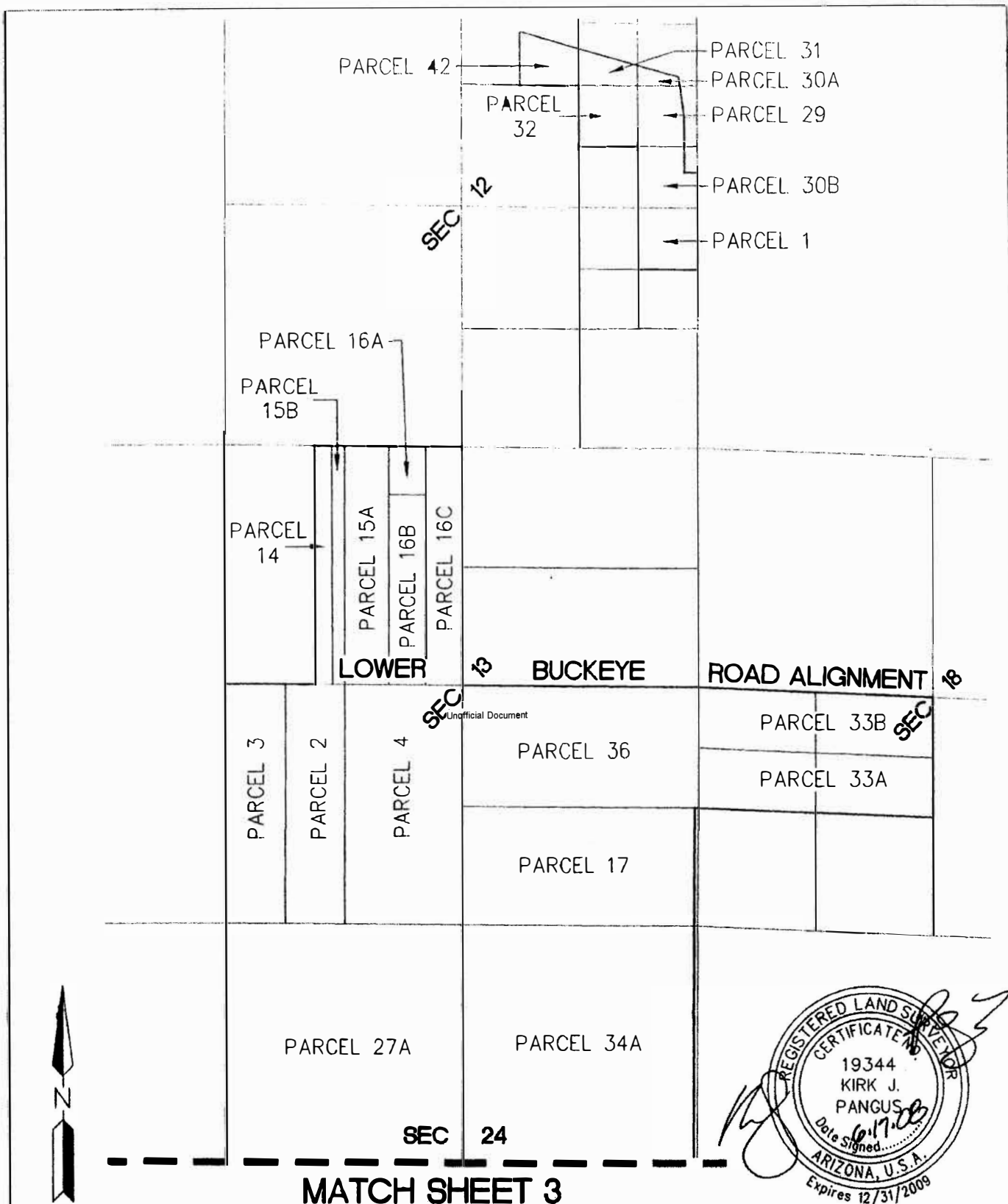


**EXHIBIT B
TO
ORDINANCE 08-24**

[Property Depiction]

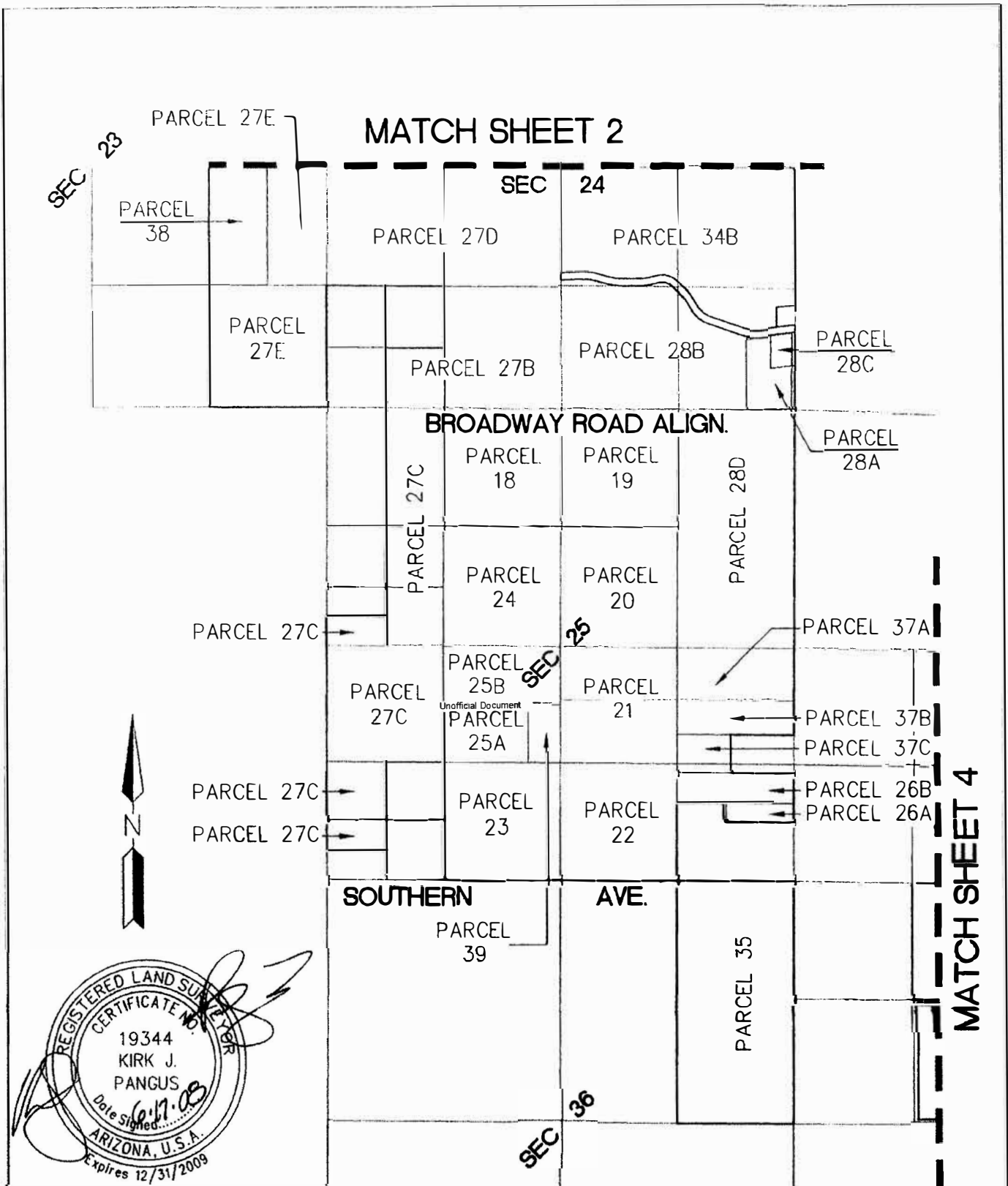
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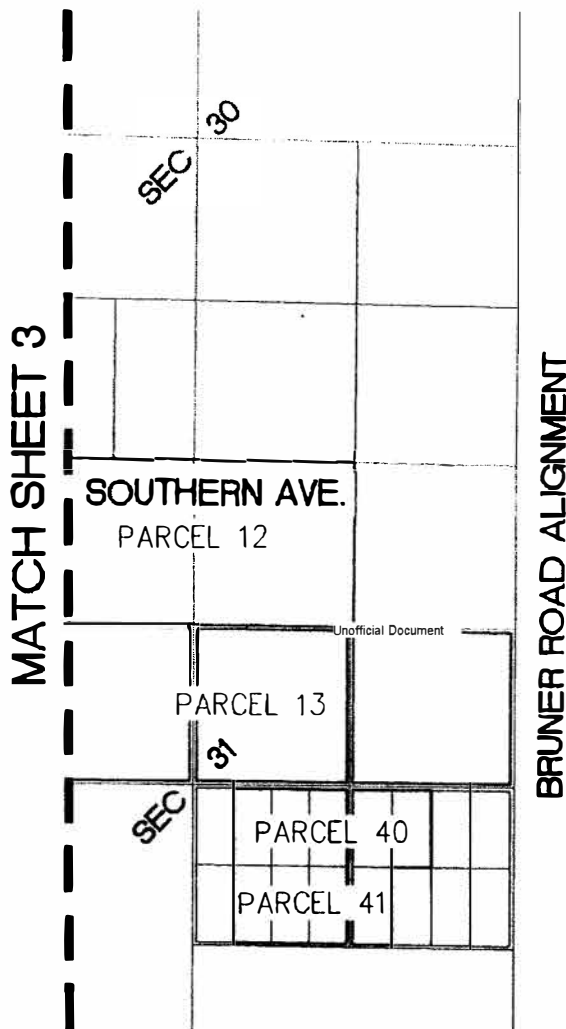
CMX PROJ. 6984.02	CIPRIANI DEVELOPMENT AGREEMENT BUCKEYE, ARIZONA	 PHOENIX OFFICE 7740 N. 16TH ST. STE 100, PHOENIX, AZ PH (602) 567-1900 FAX (602) 567-1901
DATE: 06/17/08		
SCALE: N.T. S.		
DRAWN BY: MC	EXHIBIT 'B' SHEET 2 OF 4	
CHECKED BY: KJP		

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CMX PROJ. 6984.02	CIPRIANI	
DATE: 06/17/08	DEVELOPMENT AGREEMENT	
SCALE: N.T.S.	BUCKEYE, ARIZONA	PHOENIX OFFICE 7740 N. 16TH ST. STE 100, PHOENIX, AZ PH (602) 567-1900 FAX (602) 567-1901
DRAWN BY: MC	EXHIBIT 'B' SHEET 3 OF 4	
CHECKED BY: KJP		

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CMX PROJ.	6984.02
DATE:	06/17/08
SCALE:	N.T.S.
DRAWN BY:	MC
CHECKED BY:	KJP

CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

EXHIBIT 'B' SHEET 4 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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**EXHIBIT C
TO
ORDINANCE 08-24**

[Legal Description of Buckeye Tech Corridor Community Master Plan Amendment Area]

SEE FOLLOWING PAGES

**CIPRIANI
CMP PROPERTY
LEGAL DESCRIPTION**

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

PARCEL NO. 1:

BEGINNING at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16'13" West, 2641.18 feet;

THENCE South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

THENCE North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

THENCE North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

THENCE along said southerly Right of Way line the following 4 courses:

THENCE South 74°32'18" East, 1847.85 feet;

THENCE South 07°43'22" East, 449.86 feet;

THENCE South 00°11'41" West, 600.00 feet;

THENCE South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

THENCE along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

PARCEL NO. 2:

BEGINNING at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16'05" West, 2658.12 feet;

THENCE South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

THENCE along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

THENCE South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

THENCE South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

THENCE North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

THENCE North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

THENCE leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

THENCE South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

THENCE along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

THENCE South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

THENCE South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

THENCE South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

THENCE along said northerly line the following 15 courses:

THENCE South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

THENCE westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

THENCE North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

THENCE northwesterly along said curve, through a central angle of $39^{\circ}24'36''$, an arc length of 162.33 feet to a tangent line;

THENCE North $32^{\circ}30'33''$ West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

THENCE northwesterly along said curve, through a central angle of $13^{\circ}53'06''$, an arc length of 78.52 feet to a tangent line;

THENCE North $46^{\circ}23'39''$ West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

THENCE westerly along said curve, through a central angle of $57^{\circ}30'40''$, an arc length of 249.94 feet to a tangent line;

THENCE South $76^{\circ}05'40''$ West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

THENCE westerly along said curve, through a central angle of $13^{\circ}50'14''$, an arc length of 73.90 feet to a tangent line;

THENCE South $89^{\circ}55'55''$ West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

THENCE westerly along said curve, through a central angle of $15^{\circ}45'23''$, an arc length of 157.02 feet to a tangent line;

THENCE North $74^{\circ}18'43''$ West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

THENCE westerly along said curve, through a central angle of $18^{\circ}24'59''$, an arc length of 208.61 feet to a tangent line;

THENCE South $87^{\circ}16'18''$ West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

THENCE leaving said north line, along said west line, South $00^{\circ}14'18''$ West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

THENCE along said southerly line the following 15 courses:

THENCE North $87^{\circ}16'18''$ East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

THENCE easterly along said curve, through a central angle of $18^{\circ}24'59''$, an arc length of 182.89 feet to a tangent line;

THENCE South $74^{\circ}18'43''$ East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

THENCE easterly along said curve, through a central angle of $15^{\circ}45'23''$, an arc length of 179.02 feet to a tangent line;

THENCE North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

THENCE easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

THENCE North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

THENCE easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

THENCE South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

THENCE southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

THENCE South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

THENCE southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

THENCE South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

THENCE easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

THENCE North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

THENCE along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

THENCE South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

THENCE North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

THENCE leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

THENCE along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 388.92 feet;

THENCE leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

THENCE along said west line, South 00°17'02" West, 451.00 feet;

THENCE leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 539.00 feet;

THENCE leaving said east line, North 89°24'28" West, 793.07 feet;

THENCE North 00°17'02" East, 220.00 feet;

THENCE North 89°24'28" West, 526.64 feet;

THENCE South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

THENCE North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

THENCE North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

THENCE South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

THENCE along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

THENCE North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

THENCE South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

THENCE along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

THENCE North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

THENCE South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

THENCE North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

THENCE South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

THENCE North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

THENCE South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

THENCE North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

THENCE North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

THENCE South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

THENCE along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

THENCE along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING**.

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

PARCEL NO. 3:

BEGINNING at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

THENCE North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

THENCE North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

THENCE South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

PARCEL NO. 4:

COMMENCING at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 88°59'43" East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING**;

THENCE continuing along said north line, South 88°59'43" East, 1324.62 feet to the North quarter corner of said Section 31;

THENCE South 89°00'03" East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

THENCE South 00°17'00" West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 10 courses are defined by the Final Plat of "Unit Two Roosevelt Citrus Acres", as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

THENCE South 89°14'12" East, 1325.80 feet along the south line of said Northeast quarter of the Northeast quarter to the southeast corner thereof;

THENCE South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

THENCE North 89°28'24" West, 680.54 feet along the East-West Mid-Section line of said Section 31 to the northerly prolongation of the east line of Lot 50, Block 3;

THENCE along said northerly prolongation and said east line of Lot 50, South 00°14'01" West, 661.92 feet to the southeast corner of said Lot 50;

THENCE North 89°20'59" West, 324.03 feet along the south line of said Lot 50 to the southwest corner thereof;

THENCE South 00°14'38" West, 654.24 feet along the east line of Lot 53 of said Final Plat and the southerly prolongation of said east line to the center of the 50-foot roadway lying south of and abutting said Lot 53;

THENCE continuing along the center of said roadway, North 89°13'36" West, 1305.47 feet to its point of intersection with the southerly prolongation of the west line of Lot 46 of said Final Plat;

THENCE along said prolongation, being the west lines of Lots 46 and 42, and the northerly prolongation thereof, North 00°15'27" East, 1309.84 feet to the East-West Mid-Section line of said Section 31;

THENCE along said East-West Mid-Section line, North 89°28'24" West, 1663.47 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING**.

(The above described Parcel 4 contains a computed area of 10,590,740 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 91,090,423 sq. ft. (2091.148 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

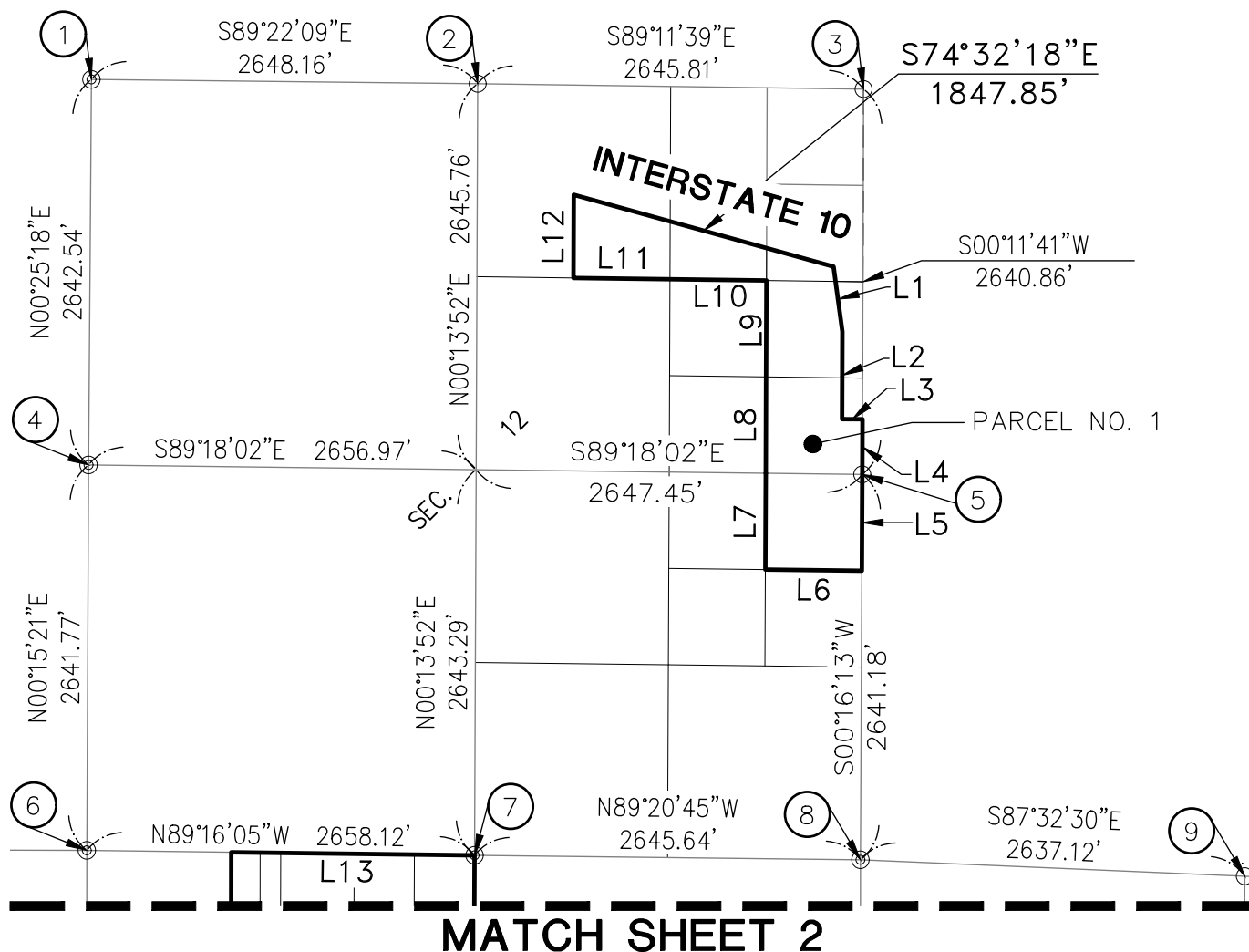
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: August 2023



**EXHIBIT D
TO
ORDINANCE 08-24**

[Depiction of Buckeye Tech Corridor Community Master Plan Amendment Area]

SEE FOLLOWING PAGES



LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

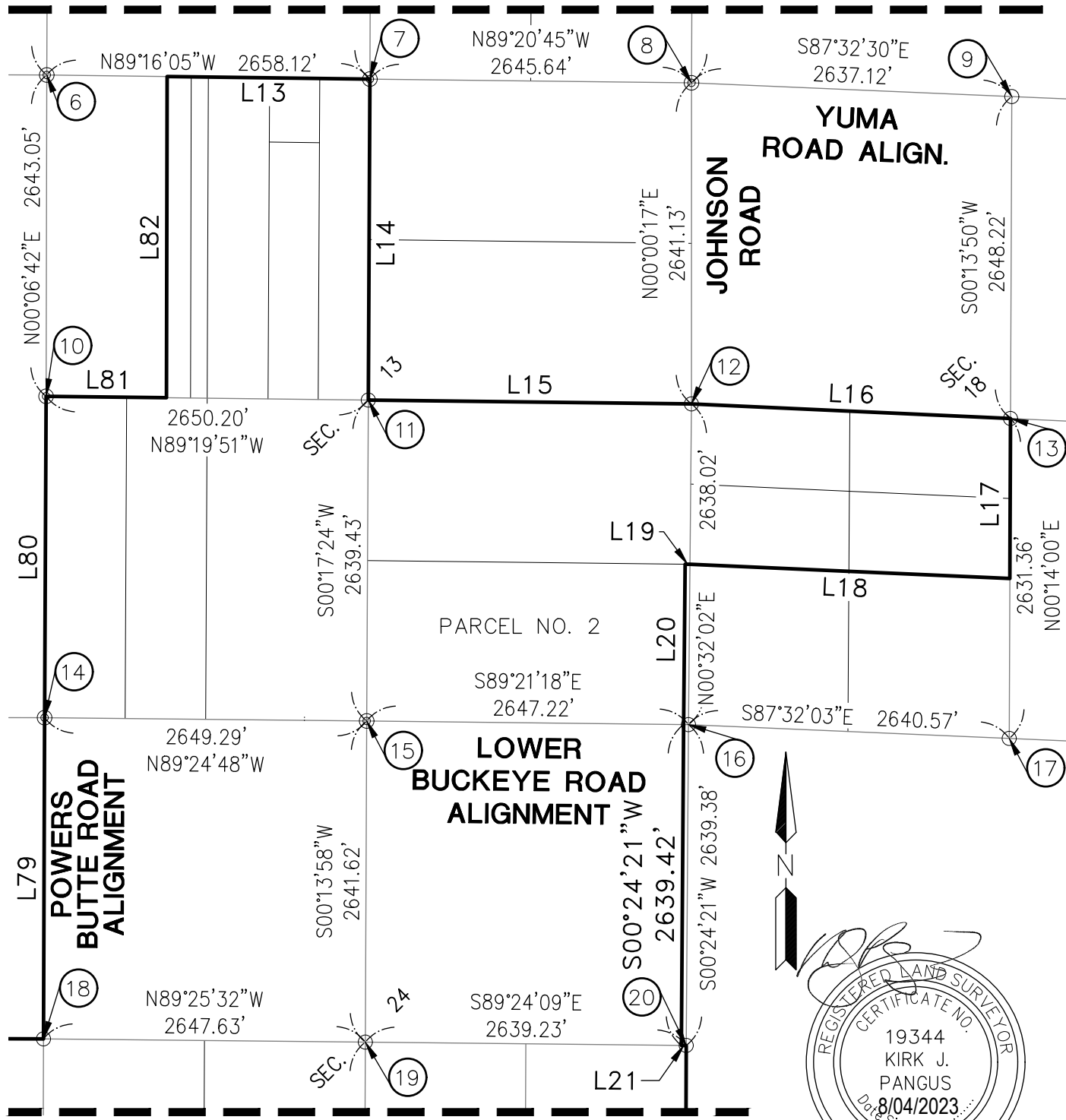


THE AREA IS 91,090,423 SQ. FT. OR 2091.148 ACRES

SHEET 1 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / E: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.	OVERALL BOUNDARY BUCKEYE, ARIZONA	
DRAWN BY: JK	EXHIBIT	
CHECKED BY: KJP		

MATCH SHEET 1



MATCH SHEET 3



SHEET 2 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI

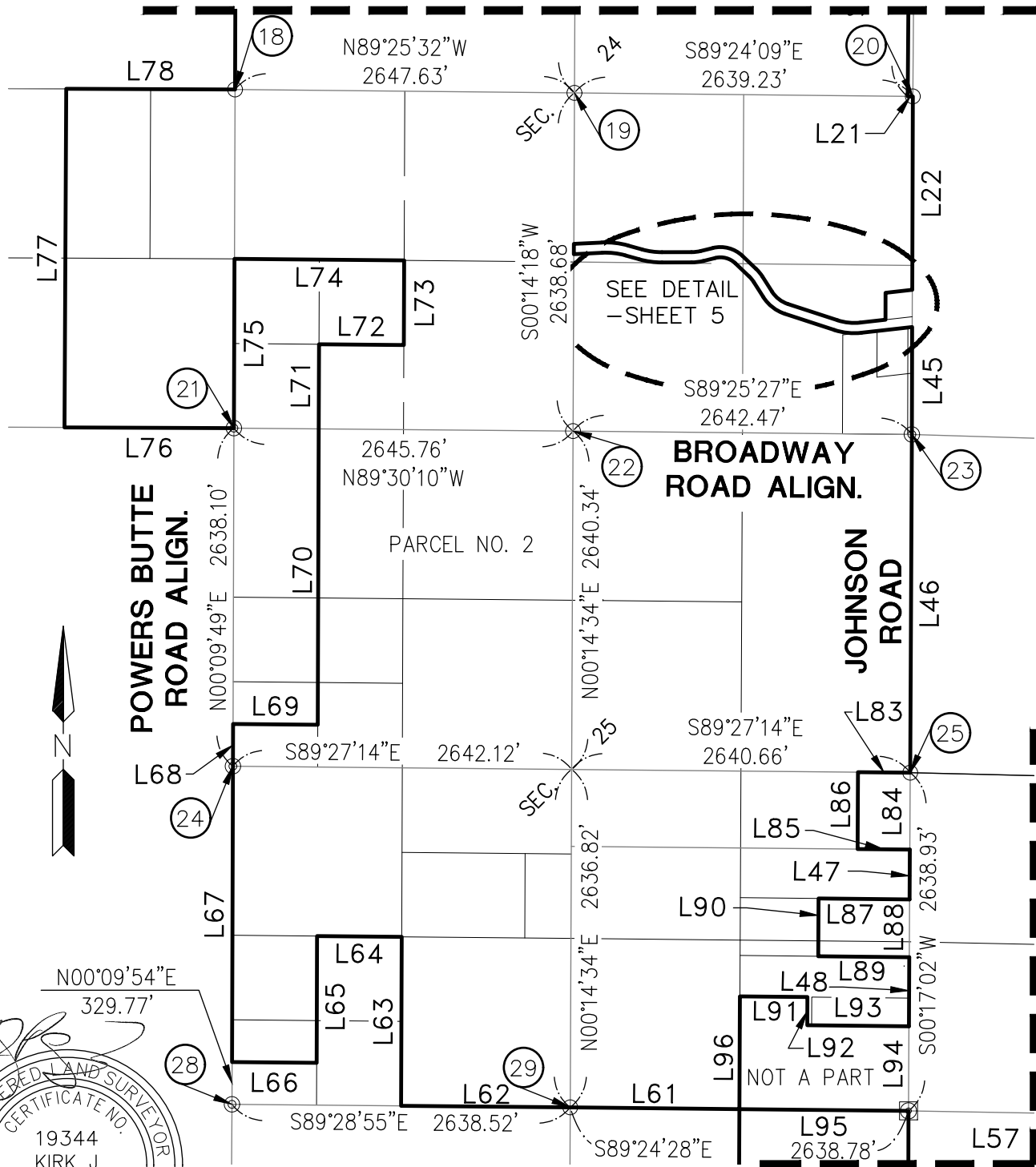
OVERALL BOUNDARY
 BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON

2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

MATCH SHEET 2



SHEET 3 OF 9

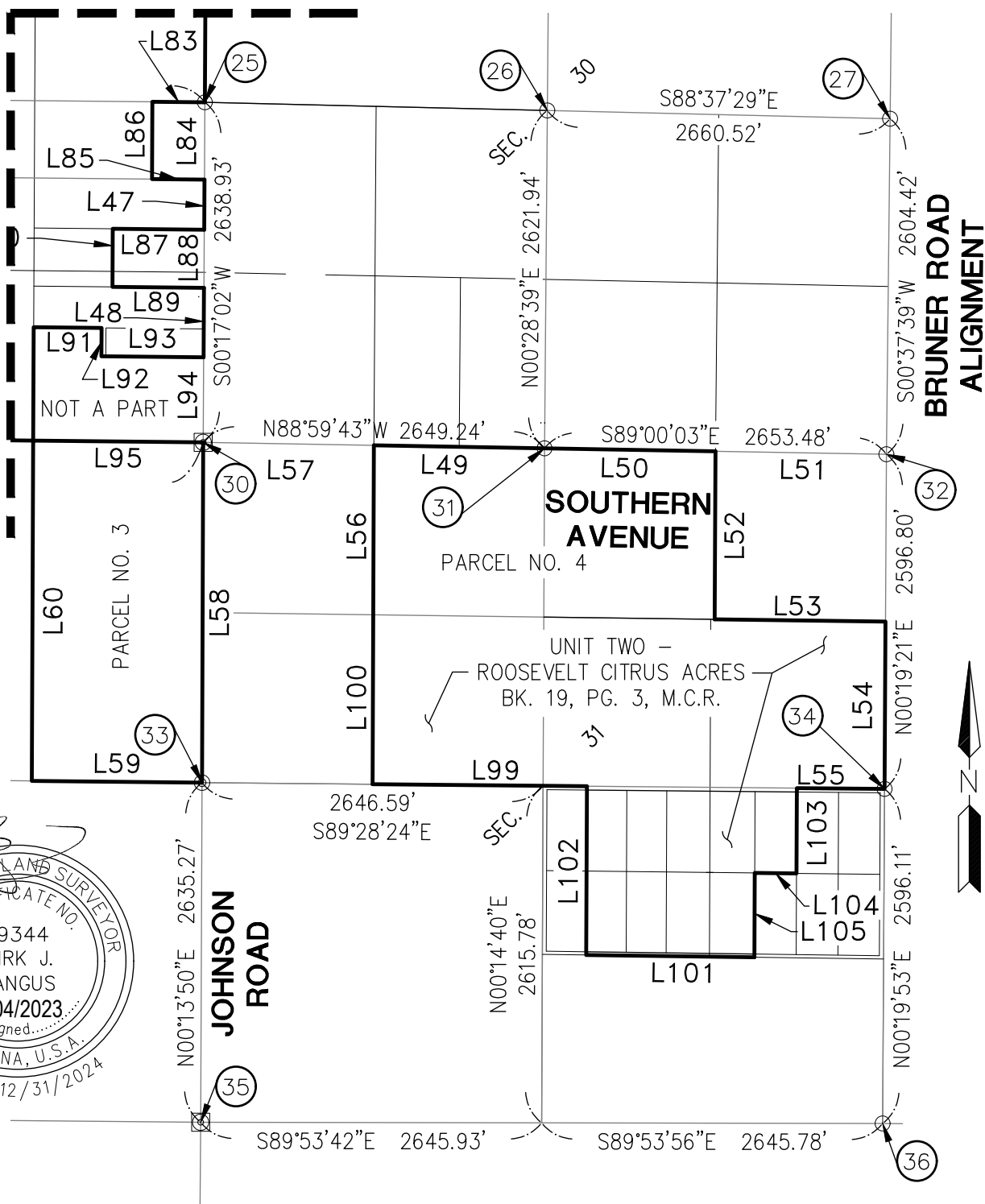
PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY BUCKEYE, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

MATCH SHEET 3

MATCH SHEET 3



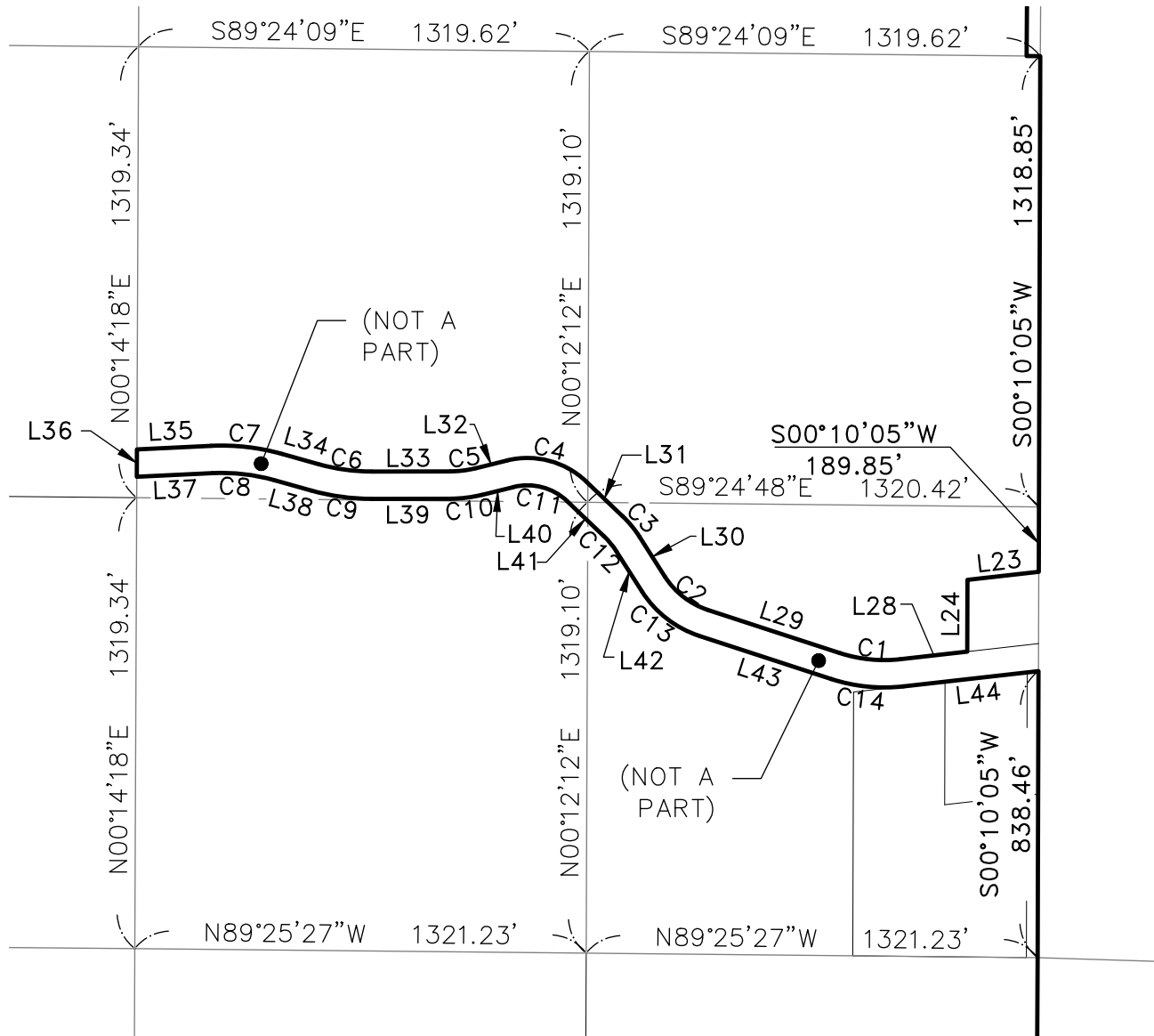
SHEET 4 OF 9

PROJ.NO.: 1966
DATE: AUG 2023
SCALE: N.T.S.
DRAWN BY: JK
CHECKED BY: KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

DETAIL - FROM SHEET 3



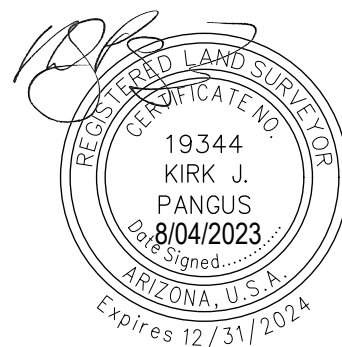
SHEET 5 OF 9

PROJ.NO.: 1966	CIPRIANI OVERALL BOUNDARY BUCKEYE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.		
DRAWN BY: JK		
CHECKED BY: KJP		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°43'22"E	449.86'
L2	S00°11'41"W	600.00'
L3	S89°48'19"E	140.00'
L4	S00°11'41"W	378.12'
L5	S00°16'13"W	660.30'
L6	N89°18'43"W	661.75'
L7	N00°15'37"E	660.43'
L8	N00°12'14"E	660.52'
L9	N00°12'09"E	660.52'
L10	N89°14'50"W	661.64'
L11	N89°14'50"W	661.66'
L12	N00°13'20"E	570.49'
L13	S89°16'05"E	1668.06'
L14	S00°16'58"W	2640.08'
L15	S89°19'32"E	2658.47'
L16	S87°22'40"E	2627.00'
L17	S00°14'00"W	1315.68'
L18	N87°27'22"W	2633.78'
L19	N89°20'25"W	40.00'
L20	S00°32'02"W	1319.02'
L21	S89°24'09"E	40.00'
L22	S00°10'05"W	1508.71'
L23	S83°32'58"W	210.00'
L24	S00°10'05"W	210.00'
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	S83°33'05"W	196.81'
L29	N71°55'10"W	406.13'
L30	N32°30'33"W	137.71'
L31	N46°23'39"W	147.37'
L32	S76°05'40"W	95.30'
L33	S89°55'55"W	230.48'
L34	N74°18'43"W	112.49'
L35	S87°16'18"W	217.61'
L36	S00°14'18"W	80.11'
L37	N87°16'18"E	221.75'
L38	S74°18'43"E	112.49'

L39	N89°55'55"E	230.48'
L40	N76°05'40"E	95.30'
L41	S46°23'39"E	147.37'
L42	S32°30'33"E	137.71'
L43	S71°55'10"E	406.13'
L44	N83°33'05"E	397.53'
L45	S00°10'05"W	838.46'
L46	S00°16'55"W	2638.96'
L47	S00°17'02"W	388.95'
L48	S00°17'02"W	539.00'
L49	S88°59'43"E	1324.62'
L50	S89°00'03"E	1326.74'
L51	N89°00'03"W	1326.74'
L52	S00°17'00"W	1303.88'
L53	S89°14'12"E	1325.80'
L54	S00°19'21"W	1298.40'
L55	N89°28'24"W	680.54'
L56	N00°13'04"E	1314.88'
L57	N88°59'43"W	1324.62'
L58	S00°11'29"W	2640.81'
L59	N89°24'20"W	1321.09'
L60	N00°13'42"E	2640.75'
L61	N89°24'28"W	1319.39'
L62	N89°28'55"W	1319.26'
L63	N00°12'14"E	1318.74'
L64	N89°28'05"W	660.08'
L65	S00°11'04"W	989.18'
L66	N89°28'43"W	659.74'
L67	N00°09'54"E	2308.37'
L68	N00°09'49"E	329.76'
L69	S89°27'36"E	660.64'
L70	N00°11'00"E	2308.83'
L71	N00°12'30"E	660.34'
L72	S89°29'01"E	661.56'
L73	N00°13'06"E	660.12'
L74	N89°27'51"W	1323.35'
L75	S00°11'54"W	1321.14'
L76	N89°45'16"W	1321.07'
L77	N00°17'24"E	2642.07'
L78	S89°45'47"E	1316.84'

L79	N00°11'49"E	2642.19'
L80	N00°16'14"E	2643.26'
L81	S89°19'51"E	990.05'
L82	N00°06'42"E	2641.97'
L83	S89°27'14"E	407.32'
L84	S00°17'02"W	600.01'
L85	N89°27'14"W	407.10'
L86	N00°15'48"E	600.01'
L87	S89°24'28"E	710.01'
L88	S00°17'02"W	451.00'
L89	N89°24'28"W	710.01'
L90	N00°17'02"E	451.00'
L91	N89°24'28"W	526.64'
L92	N00°17'02"E	220.00'
L93	N89°24'28"W	793.07'
L94	N00°17'02"E	660.00'
L95	S89°24'28"E	1319.39'
L96	S00°15'48"W	880.00'
L97	NOT USED	
L98	NOT USED	
L99	N89°28'24"W	1663.48'
L100	N00°13'04"E	1314.88'
L101	N89°13'36"W	1305.47'
L102	N00°15'27"E	1309.84'
L103	S00°14'01"W	661.92'
L104	N89°20'59"W	324.03'
L105	S00°14'38"W	654.24'



SHEET 6 OF 9

PROJ.NO.: 1966	CIPRIANI OVERALL BOUNDARY BUCKEYE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.		
DRAWN BY: JK		
CHECKED BY: KJP		

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°31'45"	420.00'	179.81'
C2	39°24'37"	236.00'	162.33'
C3	13°53'06"	324.00'	78.52'
C4	57°30'41"	249.00'	249.94'
C5	13°50'15"	306.00'	73.90'
C6	15°45'22"	571.00'	157.02'
C7	18°24'59"	649.00'	208.61'
C8	18°24'59"	569.00'	182.89'
C9	15°45'22"	651.00'	179.02'
C10	13°50'15"	386.00'	93.22'
C11	57°30'41"	169.00'	169.64'
C12	13°53'06"	244.00'	59.13'
C13	39°24'37"	316.00'	217.36'
C14	24°31'45"	500.00'	214.06'



SHEET 7 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.		
DRAWN BY: JK		
CHECKED BY: KJP	OVERALL BOUNDARY BUCKEYE, ARIZONA	
EXHIBIT		

- ① NW CORNER SEC. 12, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915
- ② N 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563
- ③ NE CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003
- ④ W 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND 2" G.L.O. BRASS CAP, 1915
- ⑤ E 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003
POINT OF BEGINNING OF PARCEL NO. 1
- ⑥ COMMON CORNER SEC. 12&13, T.1N., R.5W., FOUND 2" IRON PIPE
- ⑦ COMMON 1/4 CORNER SEC. 12&13, T.1N., R.5W., FOUND 2-1/2" BRASS CAP, DOWN 0.5'
POINT OF BEGINNING OF PARCEL NO. 2
- ⑧ COMMON CORNER SEC. 12&13 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2-3/4" BRASS CAP FLUSH
- ⑨ N 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND IRON BAR, CAPPED CMX RLS #19344
- ⑩ W 1/4 CORNER SEC. 13, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP, 1915
- ⑪ CENTER SEC. 13, T.1N., R.5W., FOUND 1" IRON PIPE
- ⑫ COMMON 1/4 CORNER SEC. 13, T.1N., R.5W., & SEC. 18, T.1N., R.4W., FOUND M.C. ALUM. CAP IN
HAND HOLE, RLS #36563
- ⑬ CENTER SEC. 18, T.1N., R.4W., FOUND 2" IRON PIPE, CAPPED CMX RLS #19344
- ⑭ COMMON CORNER SEC. 13&24 T.1N., R.5W., FOUND G.L.O. BRASS CAP
- ⑮ COMMON 1/4 CORNER SEC. 13&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344
- ⑯ COMMON CORNER SEC. 13&24 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2" M.C. ALUM. CAP IN
HAND HOLE, RLS #36563
- ⑰ S 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND REBAR IN 4" PVC, CAPPED CMX RLS #19344
- ⑱ COMMON 1/4 CORNER SEC. 23&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344



SHEET 8 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436	
DATE: AUG 2023			OVERALL BOUNDARY
SCALE: N.T.S.			BUCKEYE, ARIZONA
DRAWN BY: JK	EXHIBIT		
CHECKED BY: KJP			

- (19) CENTER SEC. 24, T.1N., R.5W., FOUND 3/4" PIPE, CAPPED CMX RLS #19344
- (20) E 1/4 CORNER SEC. 24, T.1N., R.5W., FOUND 2" M.C. ALUM. CAP, RLS #36563, 2003
- (21) COMMON CORNER SEC. 23,24&25 T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915
- (22) COMMON 1/4 CORNER SEC. 24&25 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344
- (23) COMMON CORNER SEC. 24&25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 3" G.L.O. BRASS CAP, 1915
- (24) W 1/4 CORNER SEC. 25, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563, 2003
- (25) COMMON 1/4 CORNER SEC. 25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 5/8" REBAR
- (26) CENTER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (27) E 1/4 CORNER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (28) COMMON CORNER SEC. 25&36, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563
- (29) COMMON 1/4 CORNER SEC. 25&36, T.1N., R.5W., FOUND 5/8" REBAR IN HAND HOLE
- (30) COMMON CORNER SEC. 25&36 T.1N., R.5W., & SEC. 30&31 T.2N., R.4W., FOUND G.L.O. BRASS CAP IN HAND HOLE
- POINT OF BEGINNING OF PARCEL NO. 3
- POINT OF COMMENCEMENT OF PARCEL NO. 4
- (31) COMMON 1/4 CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (32) COMMON CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344
- (33) COMMON 1/4 CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.2N., R.4W., FOUND 3" BRASS CAP MARKED 'T2N, R5W, R4W, S36, S31, 2003, RLS 36563'
- (34) E1/4 CORNER SEC. 31, T.1N., R.4W., FOUND 1/2" REBAR, CAPPED RLS #27233
- (35) COMMON CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.1N., R.4W., FOUND 2-1/2" BRASS CAP IN HAND HOLE
- (36) SE CORNER SEC. 31, T.1N., R.4W., FOUND 4" M.C. ENGINEERING DEPT. ALUM. CAP IN HAND HOLE



SHEET 9 OF 9

PROJ.NO.: 1966	CIPRIANI	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / E: 602.368.2436
DATE: AUG 2023		
SCALE: N.T.S.	OVERALL BOUNDARY BUCKEYE, ARIZONA	
DRAWN BY: JK		
CHECKED BY: KJP		

**EXHIBIT E
TO
ORDINANCE 08-24**

**[Conditions of Approval for the Buckeye Tech Corridor Community Master Plan
Amendment Area]**

SEE FOLLOWING PAGES

CONDITIONS OF APPROVAL

- a) Development of the property shall be in general conformance to the project narrative entitled “Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan”, consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.
- 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 the CMPA approval.
- c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project’s first site plan.
- d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.
- e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. 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, unless otherwise determined by the City. 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.
- f) 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 unless otherwise modified through a separate agreement approved by the City.
- g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.
- h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

- i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.
- j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
- k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.
- l) 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. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

- m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.
- n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.
- o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.
- p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.
- q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

- r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. 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. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.
- s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.
 - t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315th Avenue, the City agrees to not require construction of 315th Avenue.
 - u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.
 - v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.
 - w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.
 - x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.
 - y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.
 - z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.
 - aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal

(and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

- bb) If the property will be a “subdivision” as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.
- cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.
- dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.
- ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

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

MEETING DATE: 04/16/24	AGENDA ITEM: 5.B. 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: 04/11/24	DISTRICT NO.: Council District No. 1
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the May 21, 2024 Regular City Council Meeting. 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., 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.

SUMMARY

PROJECT DESCRIPTION:

Continued from the March 19, 2024 Regular Council Meeting.

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 - 041624.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](#)

[Development Agreement.030724.tgh.pdf](#)

[Copper Falls III CMPA Council Presentation \(4-16-24\).pptx](#)

[Ordinance No. 06-24 Copper Falls CMPA.docx](#)



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: April 16, 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. The City has received letters protesting the proposed CMPA from five property owners outside of the boundaries of this proposal. The City is presently evaluating whether the protest forms will prompt a need for approval of the CMPA request by a supermajority of the City Council.
18. 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:

19. December 2004: With the entirety of the Copper Falls CMP, the subject property was annexed into the City of Buckeye under Ordinance 61-04.

20. 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.
21. November 14, 2023: This CMP Amendment request was continued to the December 12, 2023 Planning & Zoning Commission meeting at the request of the applicant.
22. December 12, 2023: The Planning & Zoning Commission recommended approval of the proposed CMP Amendment, 7-0, subject to conditions “a” through “jj”.
23. March 5, 2024: The City Council continued the item to the March 19, 2024 regular meeting.
24. March 19, 2024: The City Council continued the item to the April 16, 2024 regular meeting.

ANALYSIS:

Uses

25. 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.
26. 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.

27. 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.
28. 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

29. 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.
30. 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.
31. 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

32. 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.

33. 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.
34. Open space in the amount of 20 percent will be provided with each development component, consistent with City requirements.

Design Requirements

35. 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

36. 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

37. 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:

38. 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.

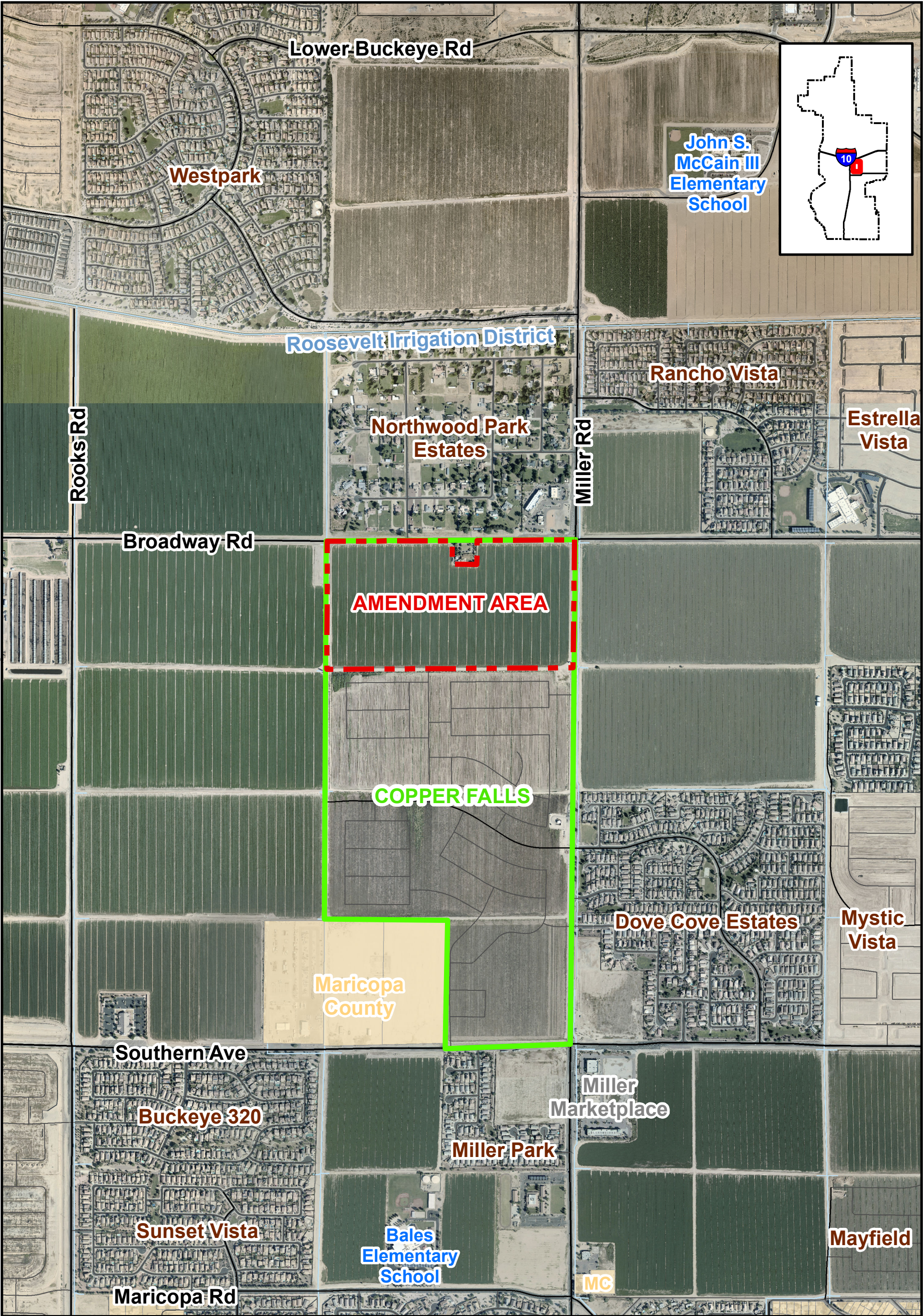
- hh. Copper falls is required to pay/reimburse half of the traffic signal cost at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road.
- ii. Copper Falls is required to improve the Broadway 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

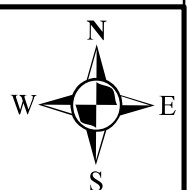
Reviewed By:
Adam Copeland, Deputy Planning Director

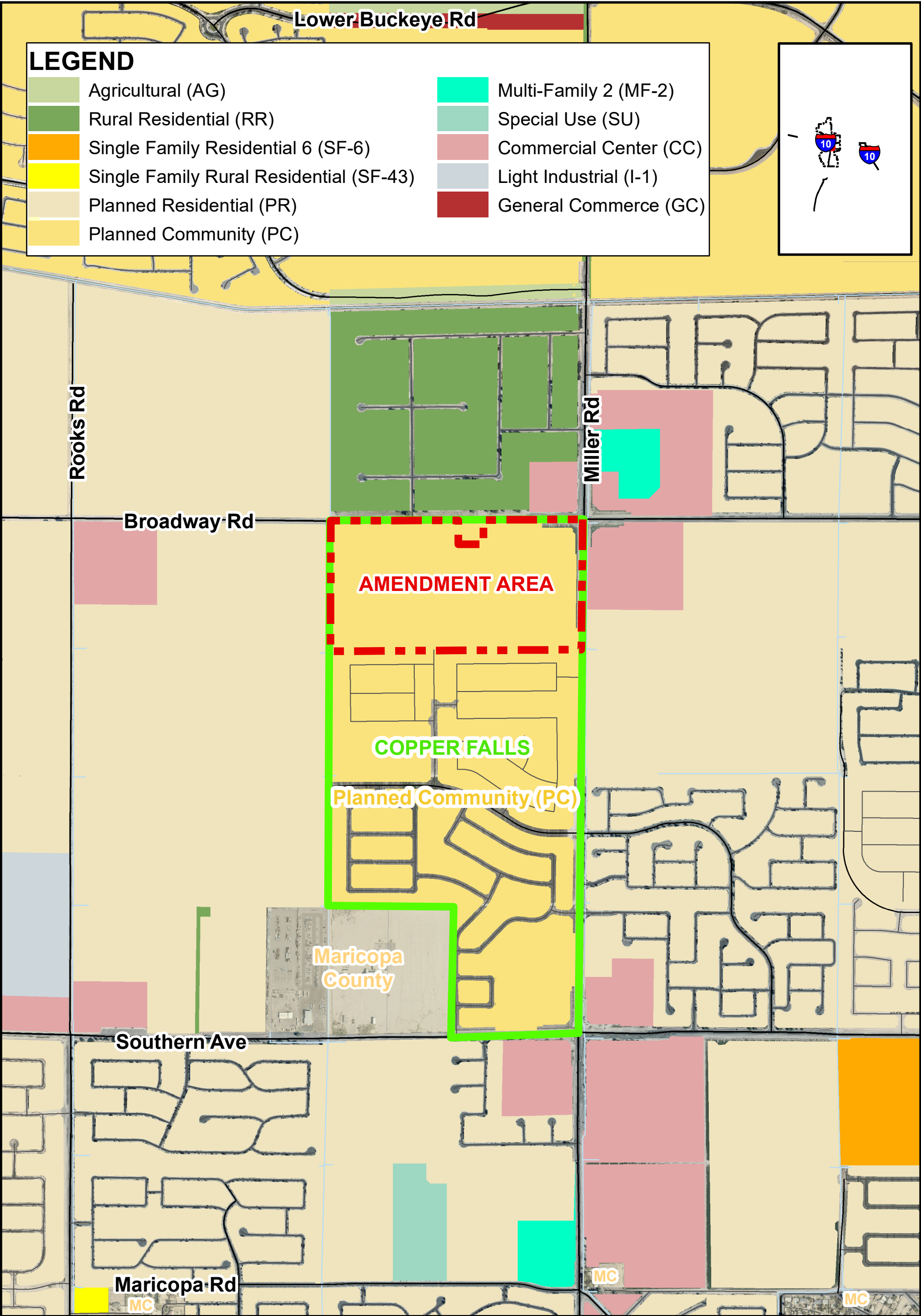


VICINITY MAP



PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1



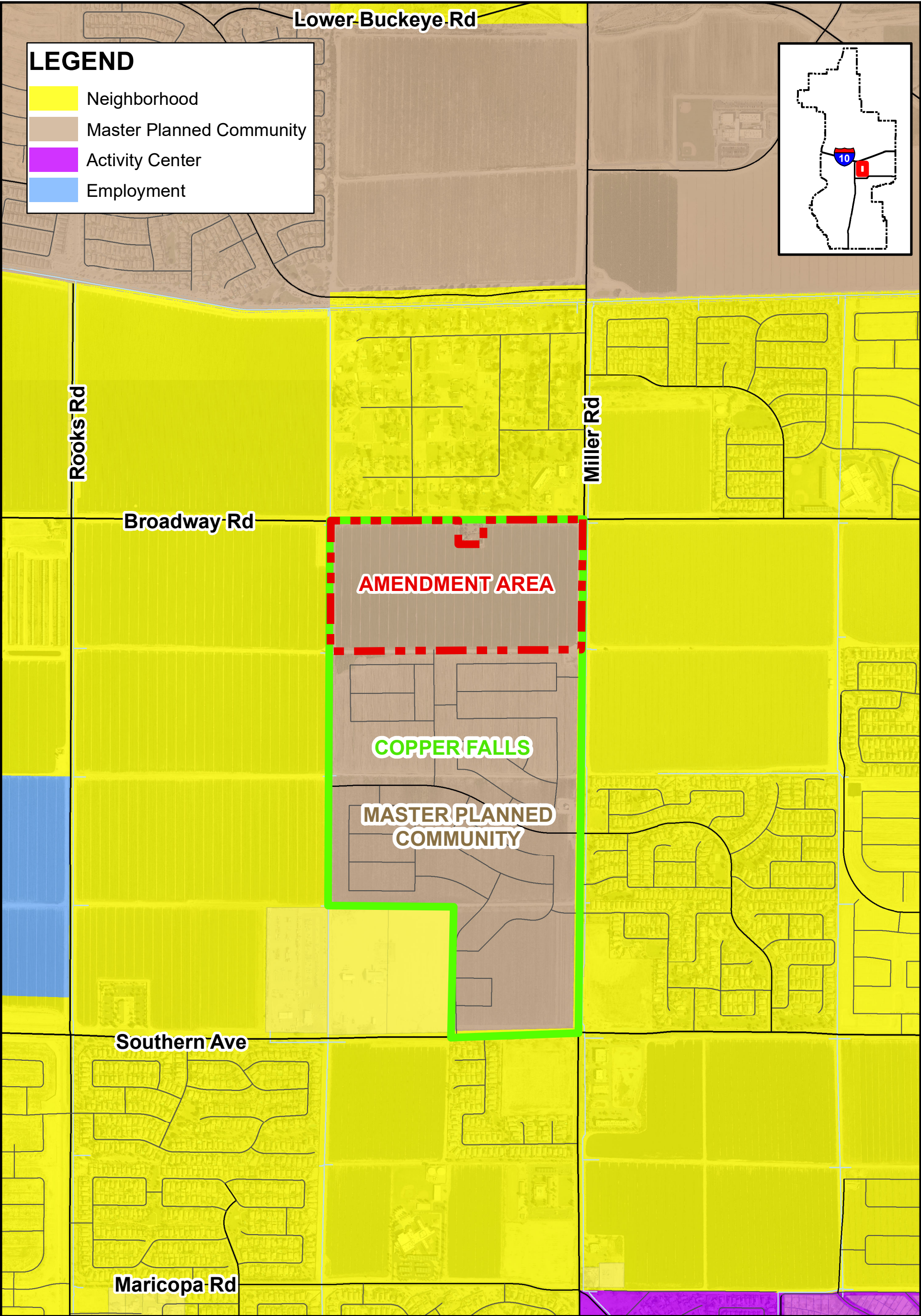


ZONING MAP



PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1

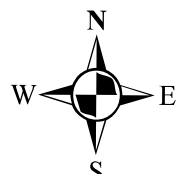




GENERAL PLAN LAND USE MAP



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.

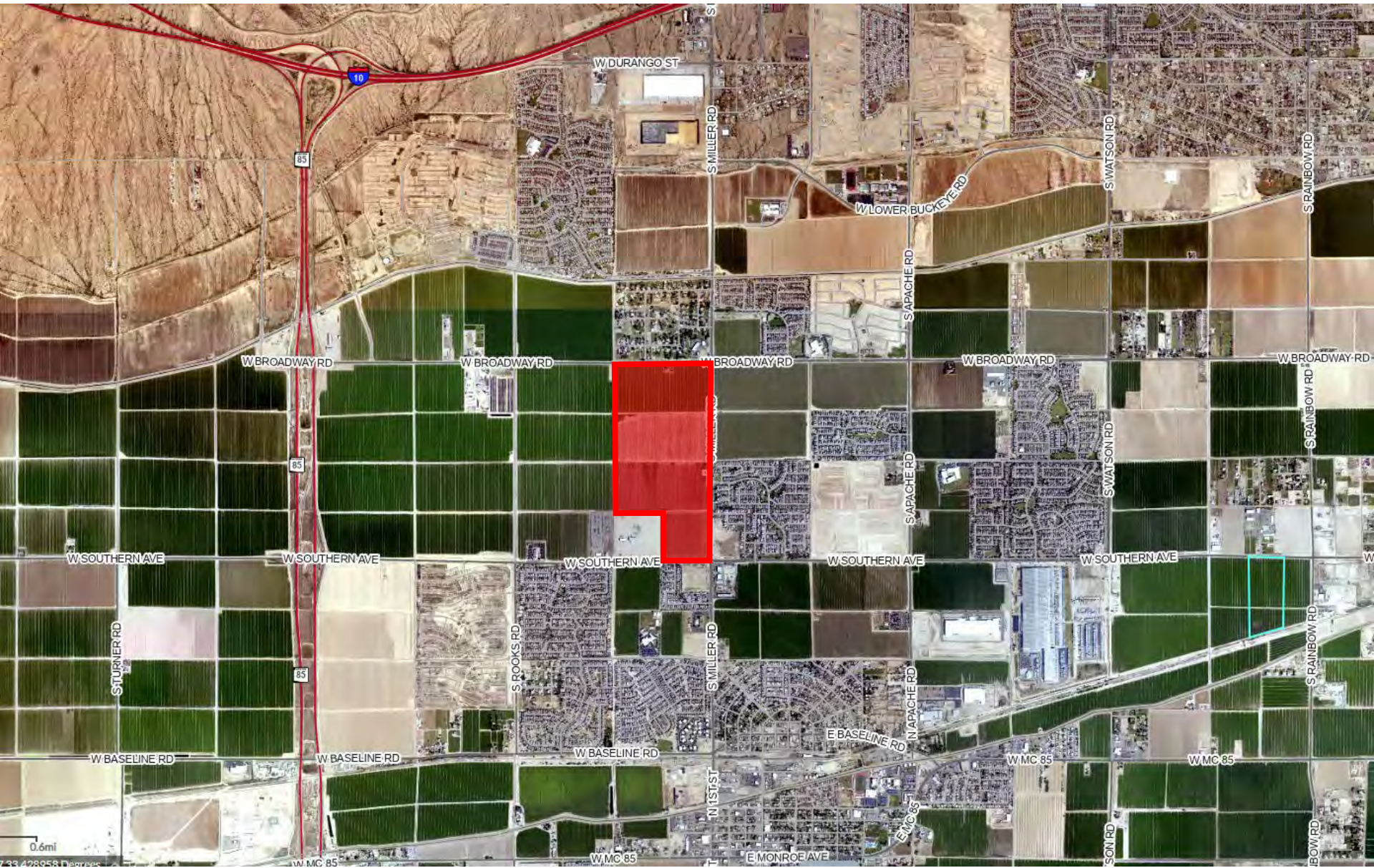


EXHIBIT B

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

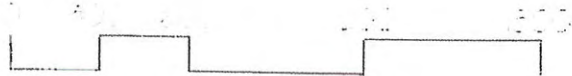
Density: 3.12 DUA Gross
3.74 DUA Net*

*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

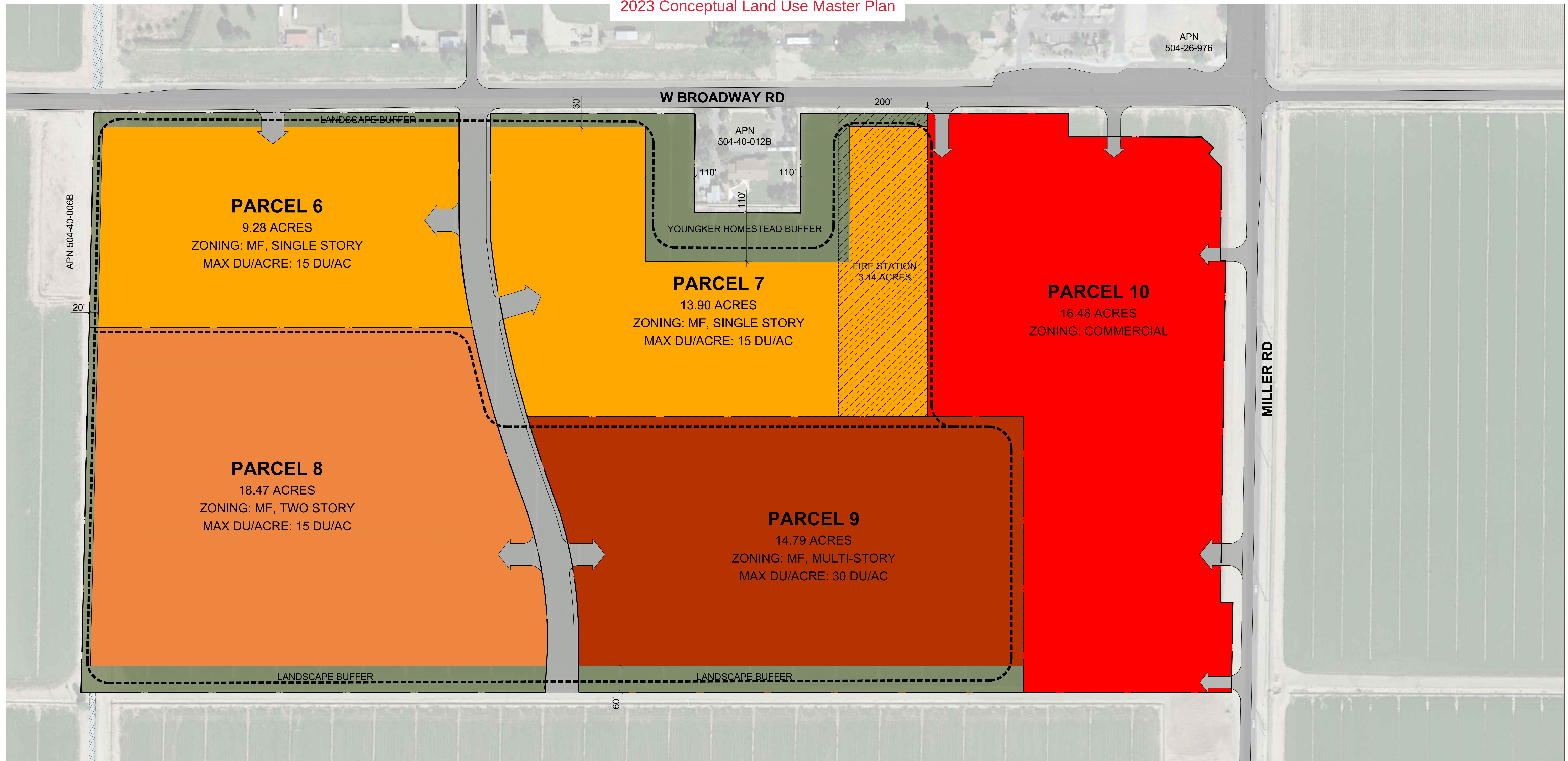
255TH AVE ALIGNMENT

MILLER RD

SOUTHERN AVE

TRIAR BUCKEYE HOLDINGS LLC
NON AMENDMENT AREA
19.7/AC

EXHIBIT D
2023 Conceptual Land Use Master Plan



DEVELOPMENT STANDARDS:		DEVELOPMENT STANDARDS:		DEVELOPMENT STANDARDS:		DEVELOPMENT STANDARDS:		DEVELOPMENT STANDARDS:		DEVELOPMENT STANDARDS:	
PARCEL 6,7		PARCEL 8		PARCEL 9		PARCEL 10		FIRE STATION OPTION			
ZONING:	MF, SINGLE STORY	ZONING:	MF, TWO STORY	ZONING:	MF, MULTI-STORY	ZONING:	COMMERCIAL	ZONING:	MF, SINGLE STORY		
MAX. DU/AC.:	15 DU/ACRE	MAX. DU/AC.:	15 DU/ACRE	MAX. DU/AC.:	30 DU/ACRE	MAX. F.A.R.:	N/A	BUILDING SETBACKS:			
MAX COVERAGE:	80%	MAX COVERAGE:	80%	MAX COVERAGE:	80%	MAX COVERAGE:	60%	FRONT:	50 FT		
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT	MAX. HEIGHT:	TWO STORY & 34' MAX HT	MAX. HEIGHT:	40' HT (60'-100' FRM SINGLE FAMILY HOME) 50' HT (MORE THAN 110' FRM SINGLE FAMILY HOME)	MAX. HEIGHT:	50 FT	WEST SIDE:	50 FT		
BUILDING SETBACKS:		BUILDING SETBACKS:		BUILDING SETBACKS:		BUILDING SETBACKS:		EAST SIDE:	0 FT		
FRONT:	0 FT	FRONT:	0 FT	FRONT:	0 FT	FRONT:	10 FT	REAR:	50 FT		
SIDE:	0 FT	SIDE:	0 FT	SIDE:	0 FT	SIDE:	10 FT	LANDSCAPE SETBACKS:			
REAR:	10 FT	REAR:	10 FT	REAR:	10 FT	REAR:	0 FT	FRONT:	5 FT		
SINGLE FAMILY ZONING	30 FT	SINGLE FAMILY ZONING	60 FT	SINGLE FAMILY ZONING	60 FT	LANDSCAPE SETBACKS:		WEST SIDE:	5 FT		
LANDSCAPE SETBACKS:		LANDSCAPE SETBACKS:		LANDSCAPE SETBACKS:		FRONT:	5 FT	EAST SIDE:	0 FT		
ARTERIAL STREETS:	30 FT	ARTERIAL STREETS:	N/A	ARTERIAL STREETS:	N/A	SIDE:	5 FT	REAR:	5 FT		
ALL OTHER STREETS:	10 FT	ALL OTHER STREETS:	10 FT	ALL OTHER STREETS:	10 FT	REAR:	5 FT	OFF-STREET PARKING:			
LANDSCAPE REQ.:	20%	LANDSCAPE REQ.:	20%	LANDSCAPE REQ.:	20%	LANDSCAPE REQ.:	15%	STANDARD:	9'X20'		
OFF-STREET PARKING:		OFF-STREET PARKING:		OFF-STREET PARKING:		OFF-STREET PARKING:		ADA:	12'X18'		
STANDARD:	9'X20'	STANDARD:	9'X20'	STANDARD:	9'X20'	STANDARD:	9'X20'	DRIVE AISLE:	24 FT		
DRIVE AISLE:	24 FT	DRIVE AISLE:	24 FT	DRIVE AISLE:	24 FT	ADA:	12'X18'	FIRE LANE:	26 FT		
FIRE LANE:	26 FT	FIRE LANE:	26 FT	FIRE LANE:	26 FT	DRIVE AISLE:	24 FT	**NOTE: IF FIRE STATION SHOULD NOT OCCUR, USE PARCEL 6 & 7 DEVELOPMENT STANDARDS			

LEGEND

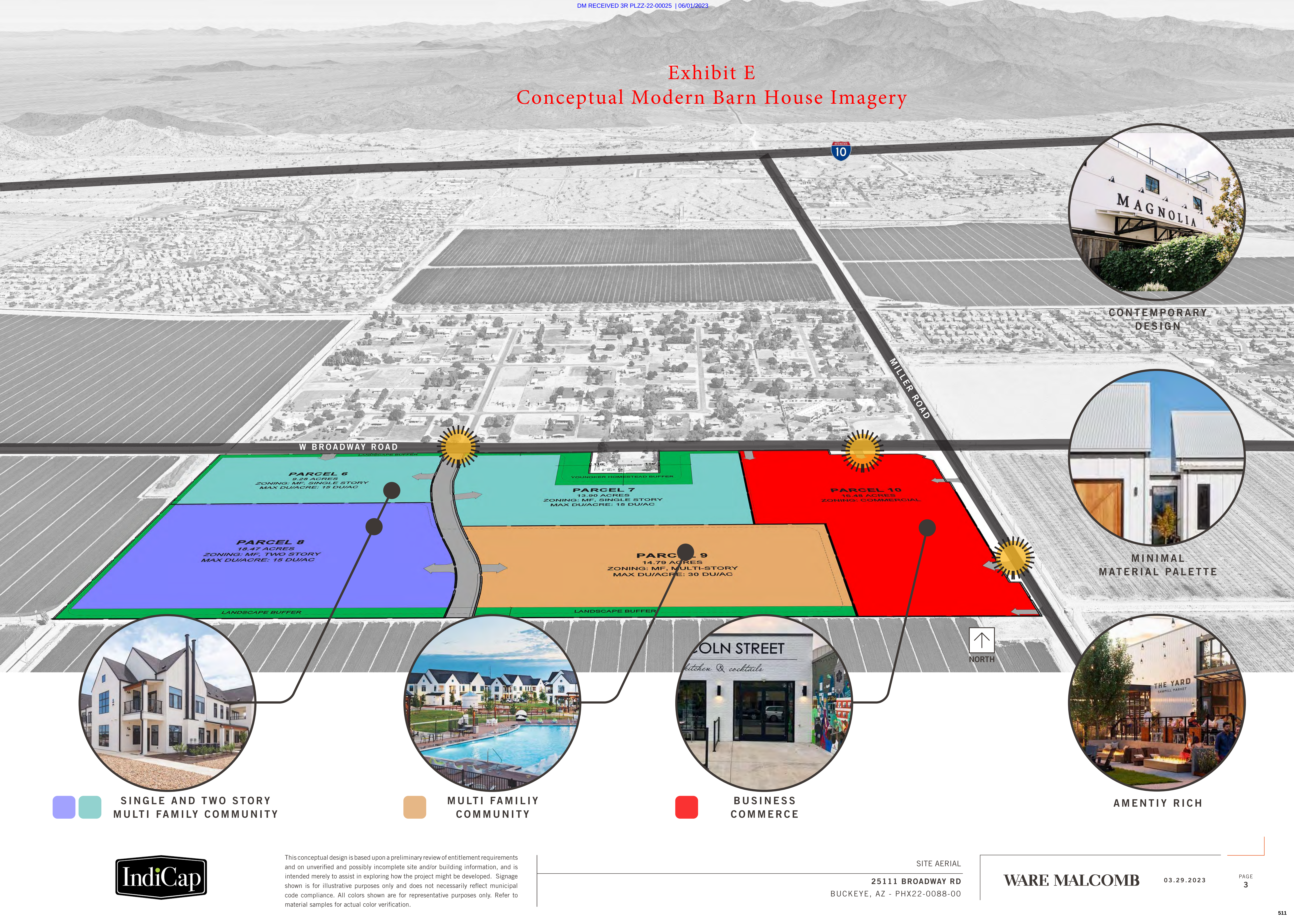
- MASTER PLANNED COMMUNITY - MF, MULTI-STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, SINGLE STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, TWO STORY (MPC)
- BUSINESS COMMERCE (BC)
- FIRE STATION OPTION
- OPEN SPACE (OS)
- NATURE LOOP TRAIL



scheme: 10 Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

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.



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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

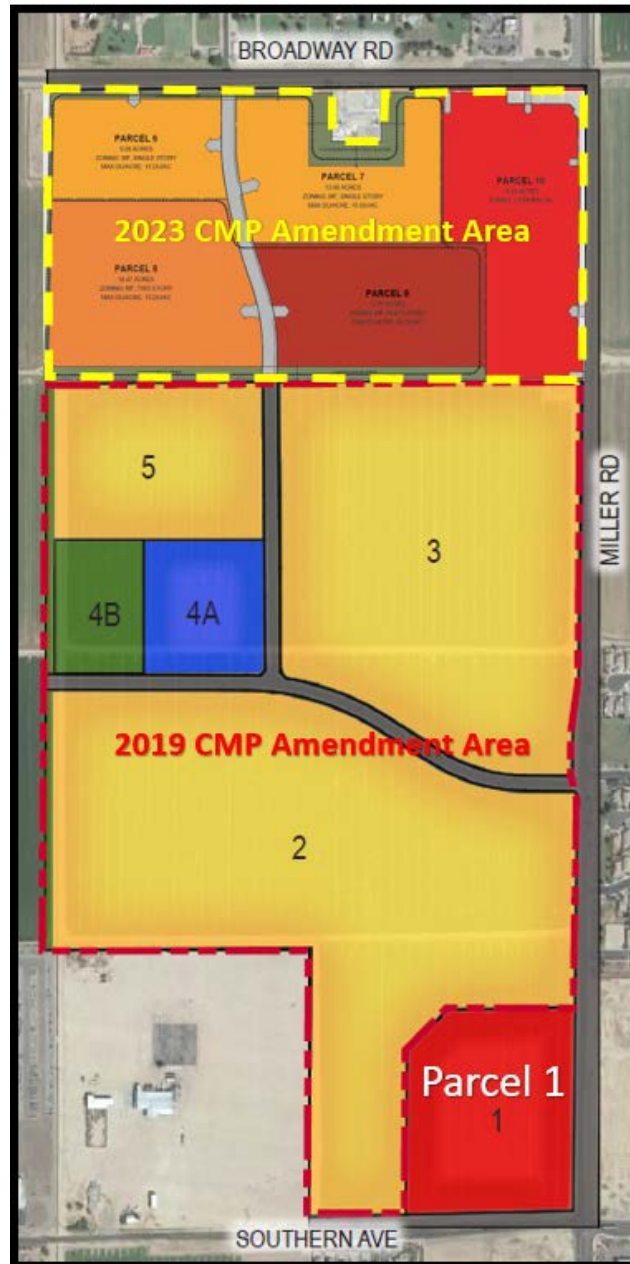
The 2019 CMP Amendment only related to the southern 176.5 acres of the CMP (excluding Parcel 1). The 2019 CMP Amendment generally maintained the same land use designations but included areas designated for Education (Parcel 4A) and Open Space (Parcel 4B). Refer to **Exhibit 2 (CMP Amendment Area)** for 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

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.

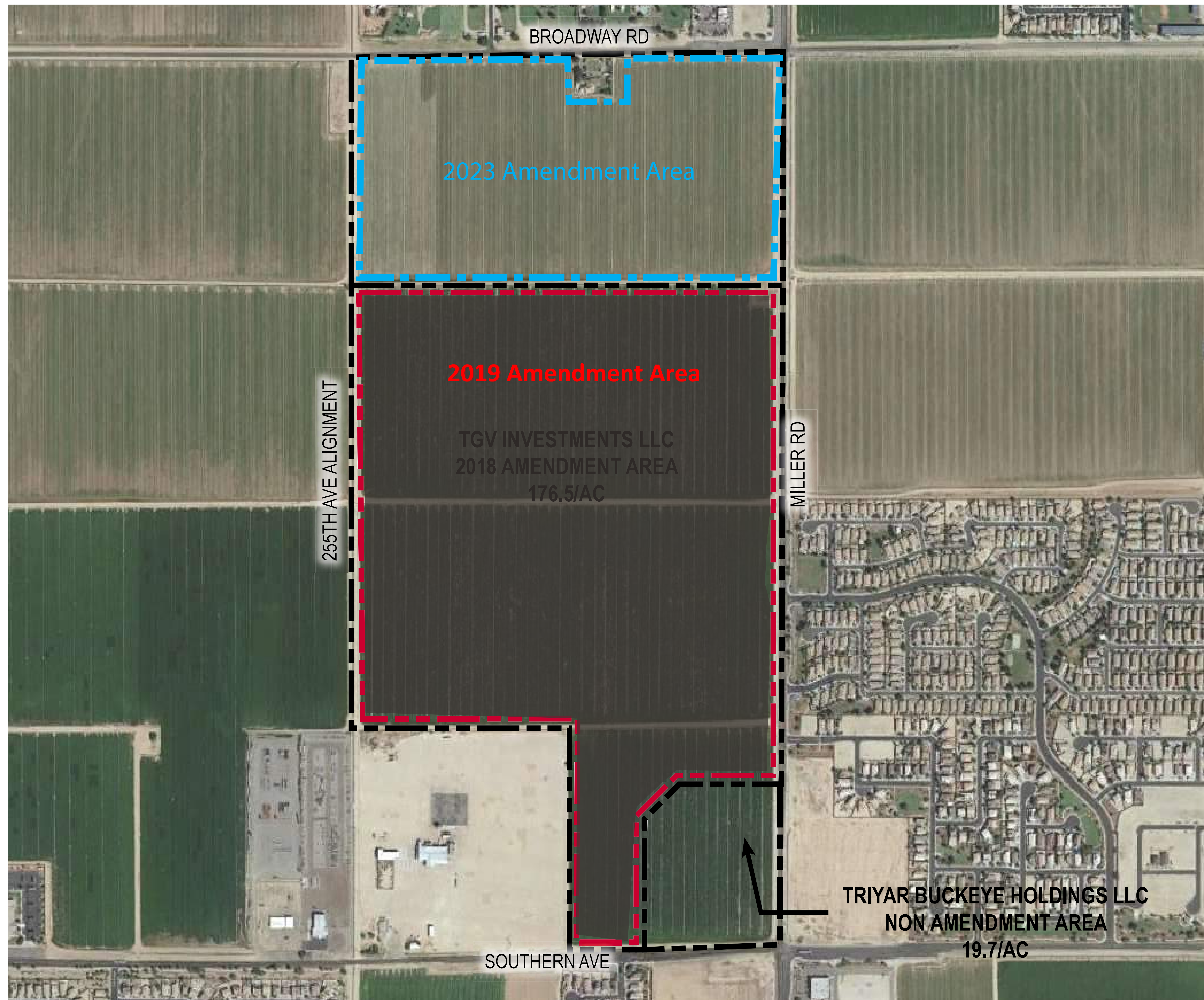


EXHIBIT 2: CMP Ownership & Amendment Area

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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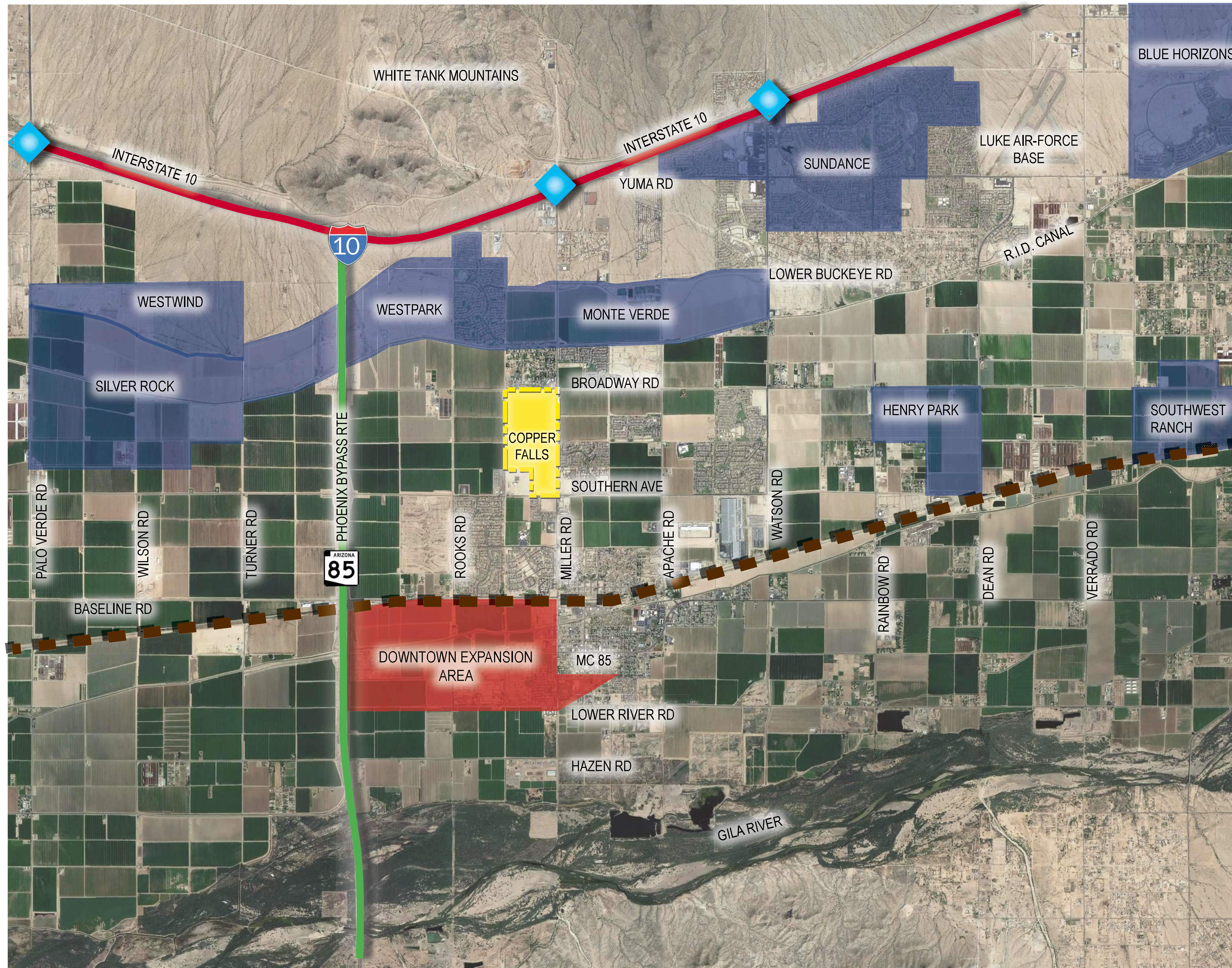


EXHIBIT 3:
Regional Location Map

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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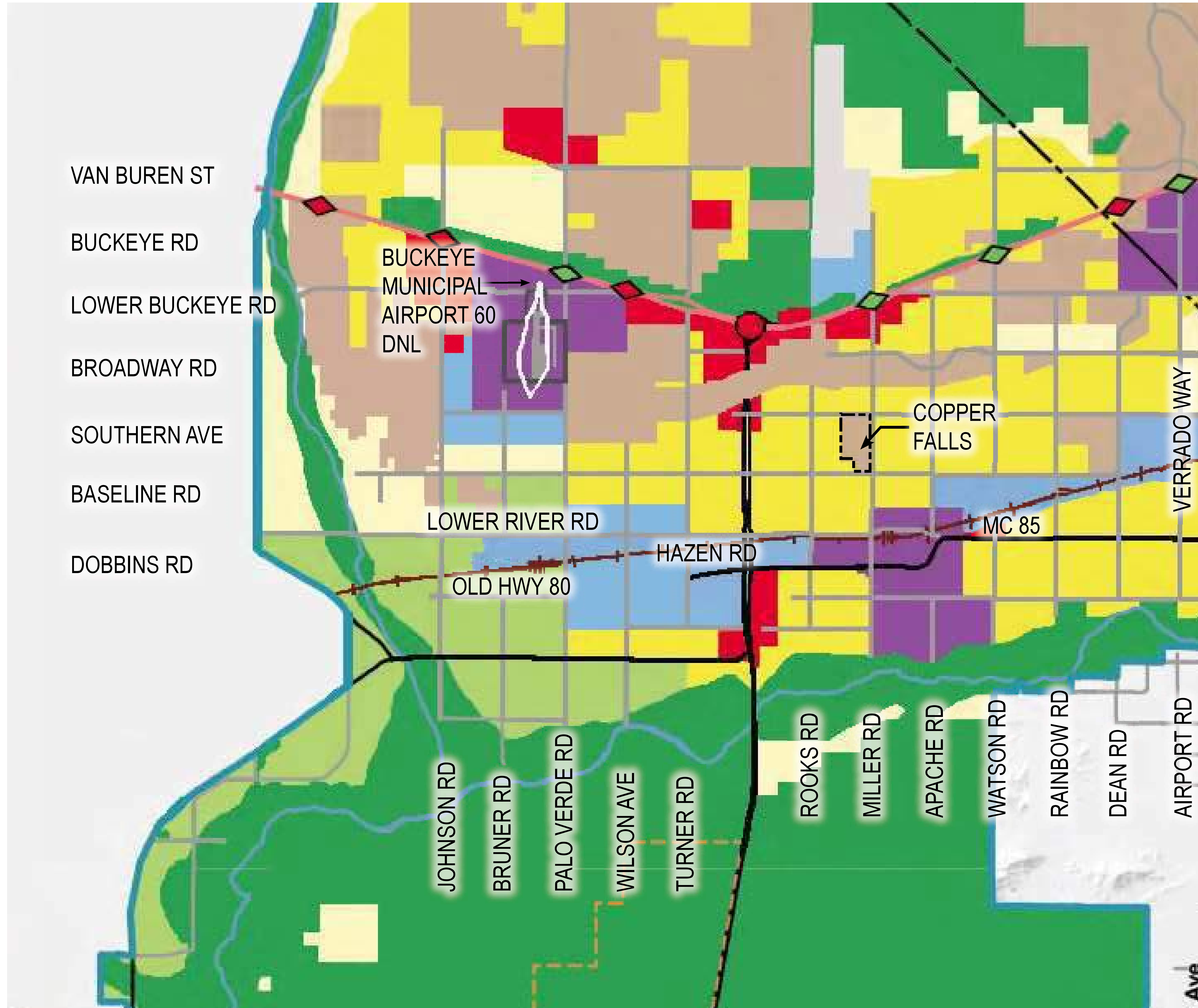
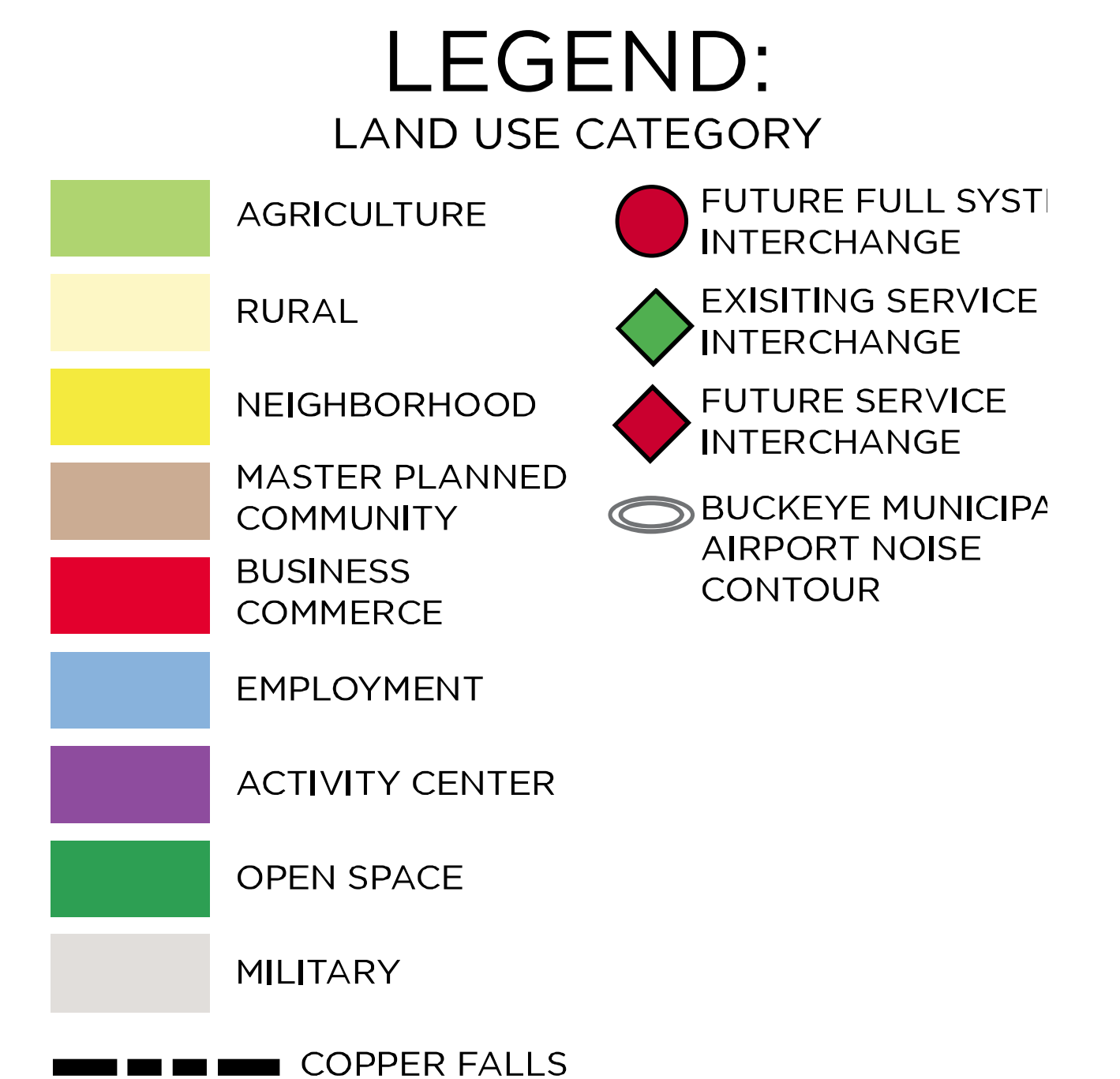


EXHIBIT 4: General Plan



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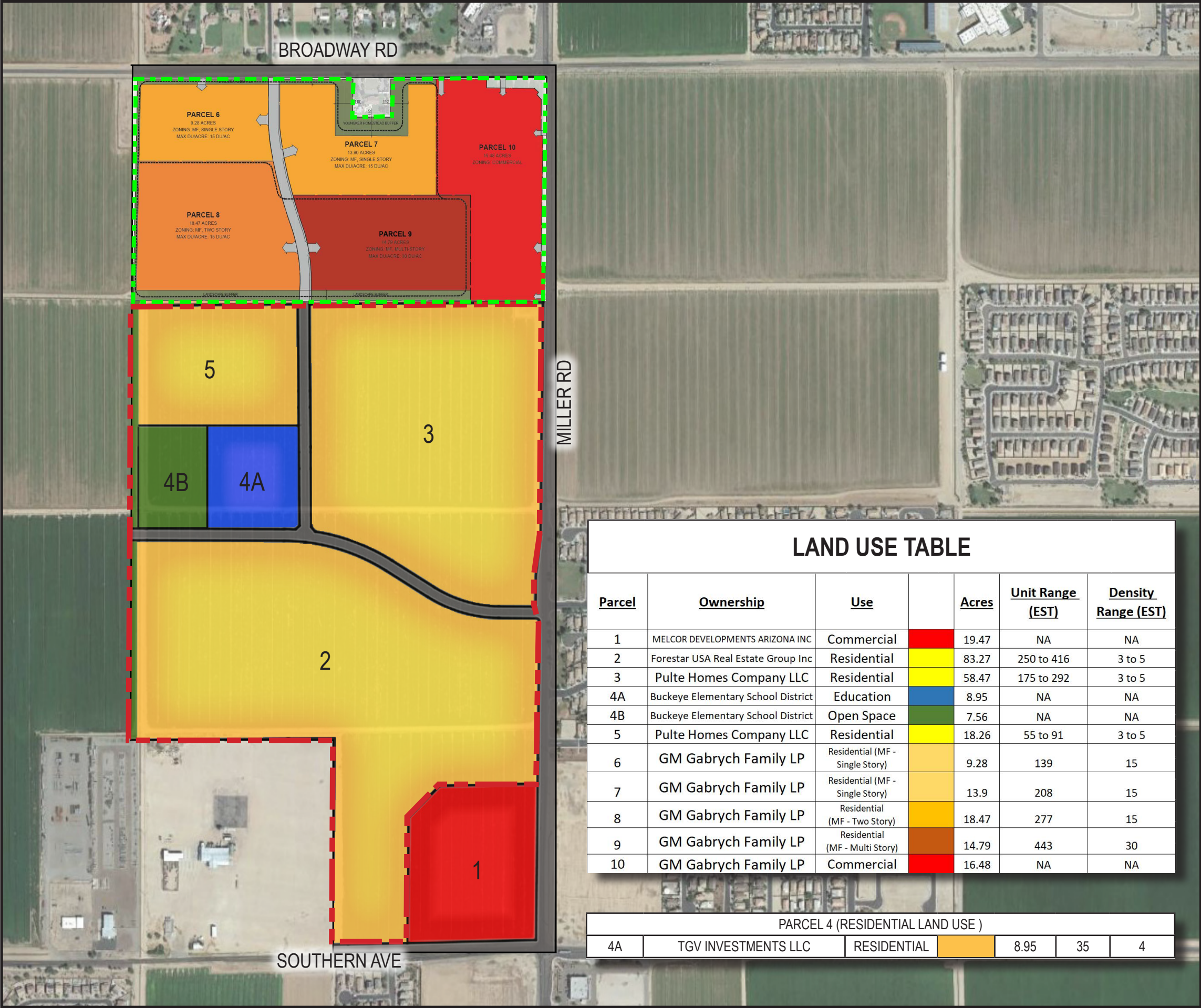
2023 COMMUNITY MASTER PLAN - EXHIBIT 3 - GENERAL PLAN

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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



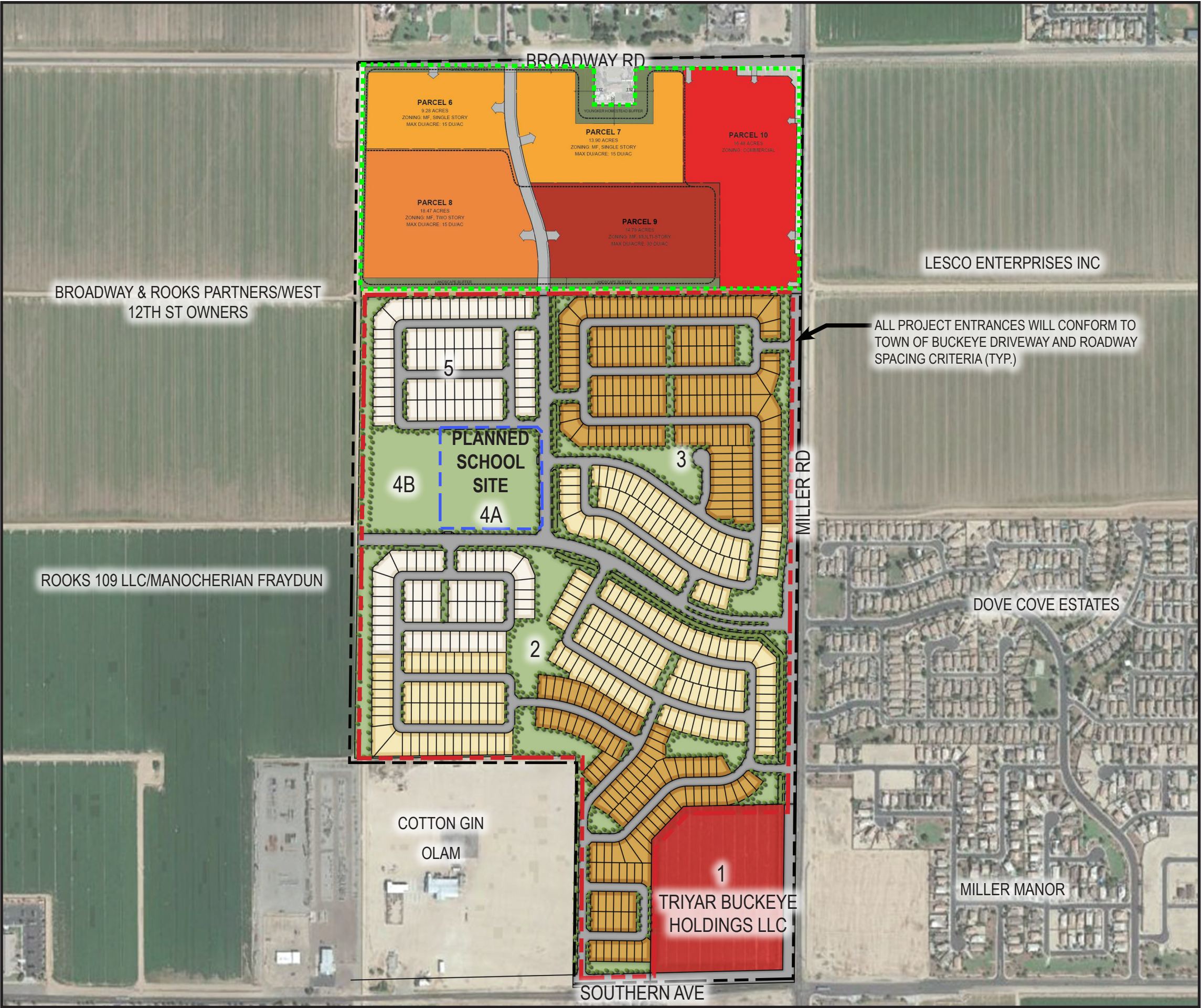
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COPPER FALLS

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



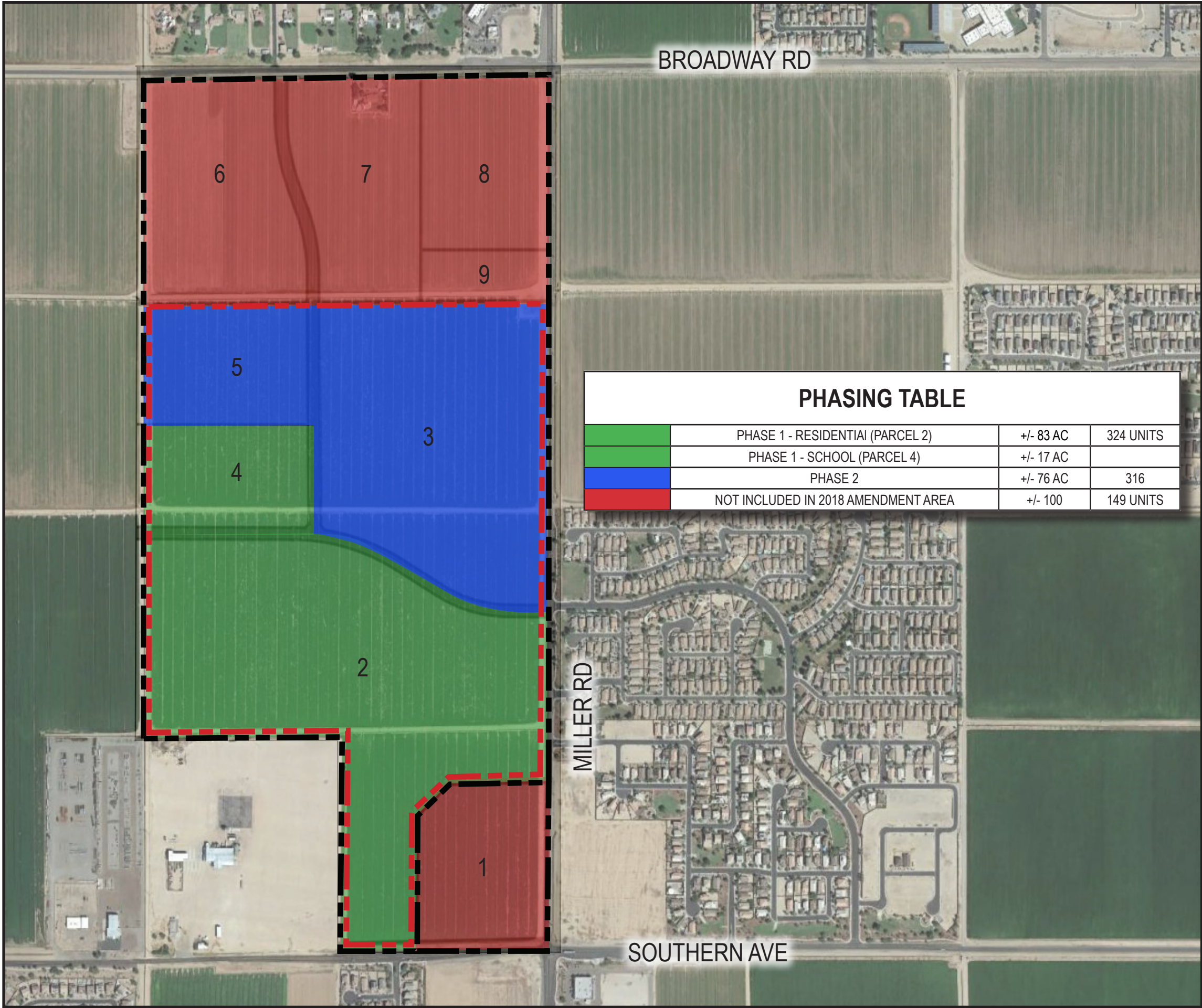
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

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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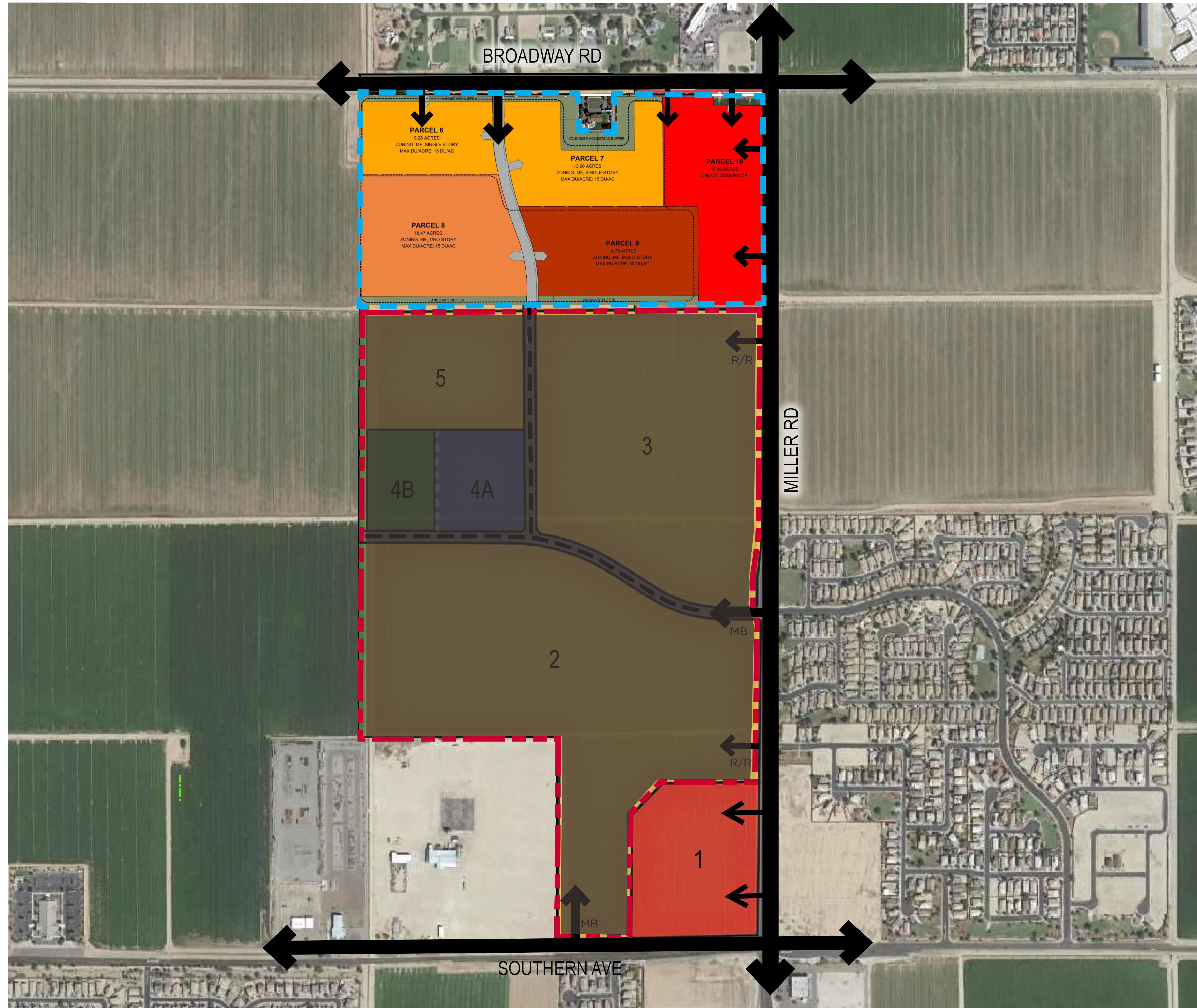


EXHIBIT 8: Master Circulation Plan

- 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.



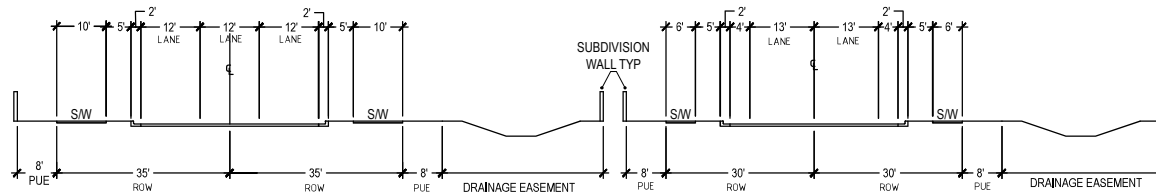
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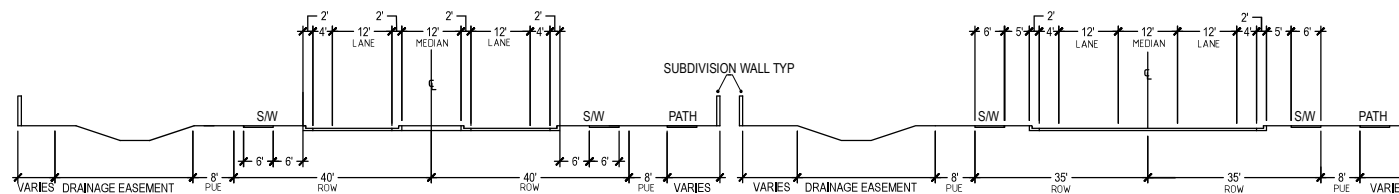
24



253RD AVE LOOKING NORTH
(COPPER FALLS DR. TO THE NORTH BOUNDARY OF
SCHOOL PARCEL)

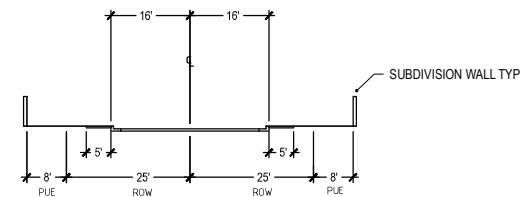
253RD AVE LOOKING NORTH
(NORTH BOUNDARY OF SCHOOL TO NORTH BOUNDARY OF
AMENDMENT AREA)

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.



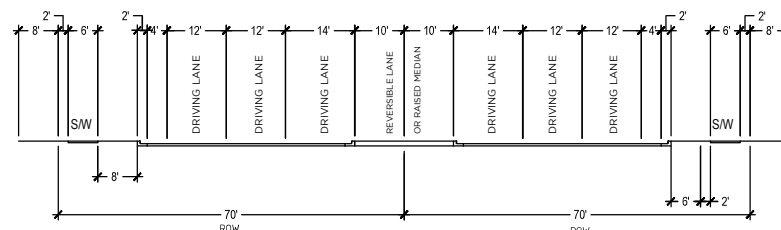
COPPER FALLS DRIVE (LOOKING WEST)
AT ARTERIAL INTERSECTION

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)

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 2022 CMP Amendment application.

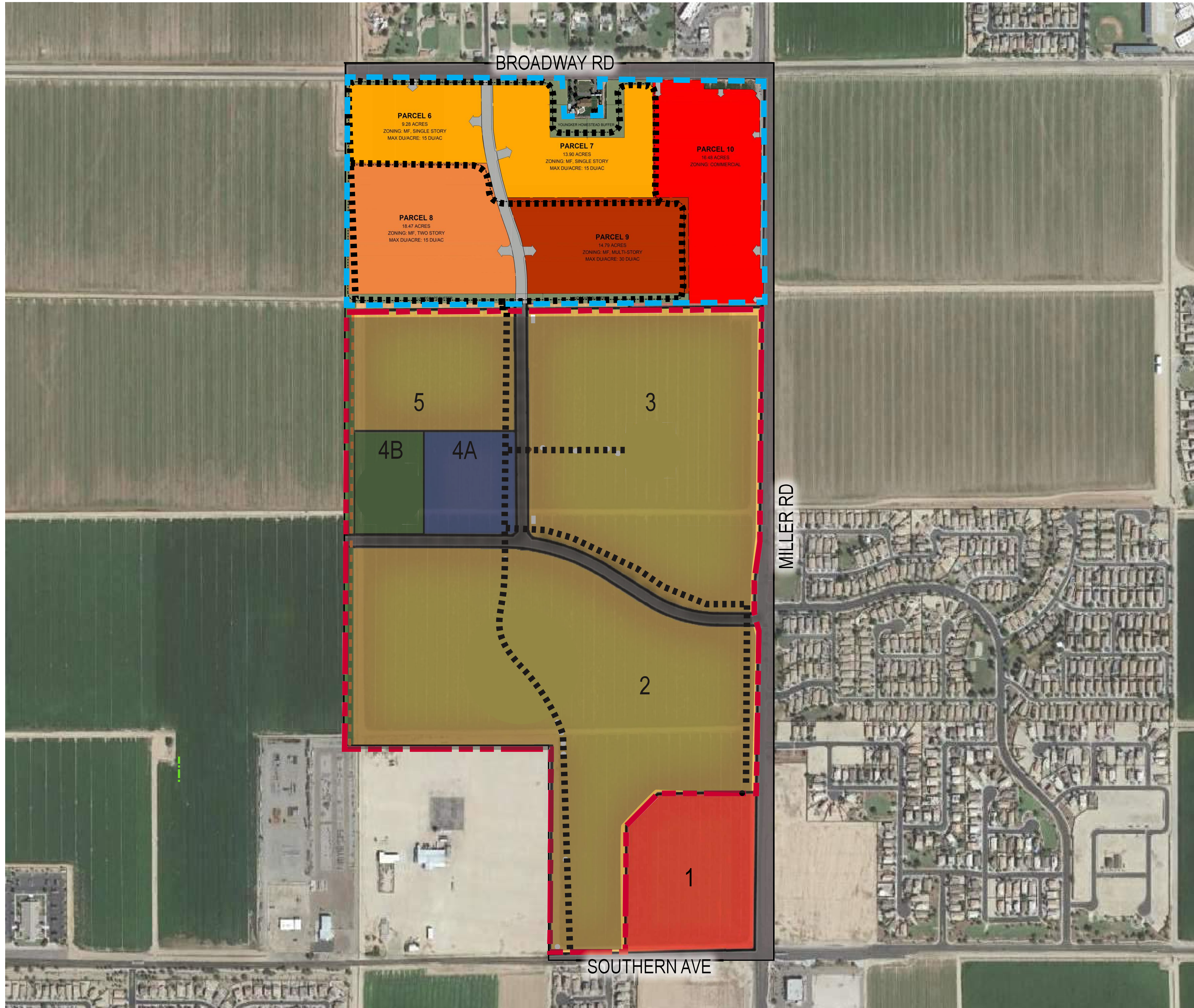


EXHIBIT 10: Master Trails Plan

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA
- NEIGHBORHOOD TRAIL (PAVED)



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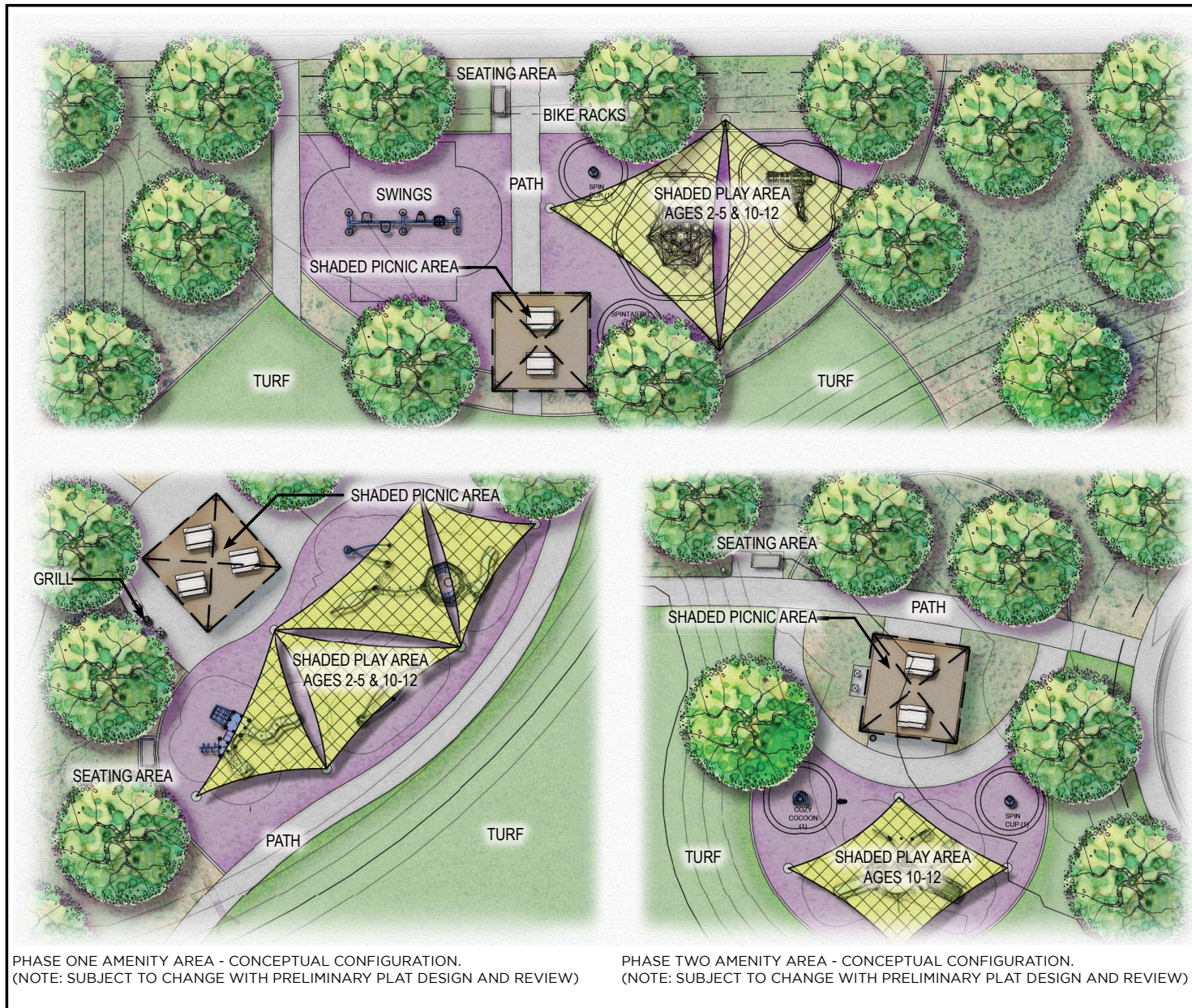
2023 COMMUNITY MASTER PLAN - EXHIBIT 6 - MASTER PARKS & TRAILS MAP

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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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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 12

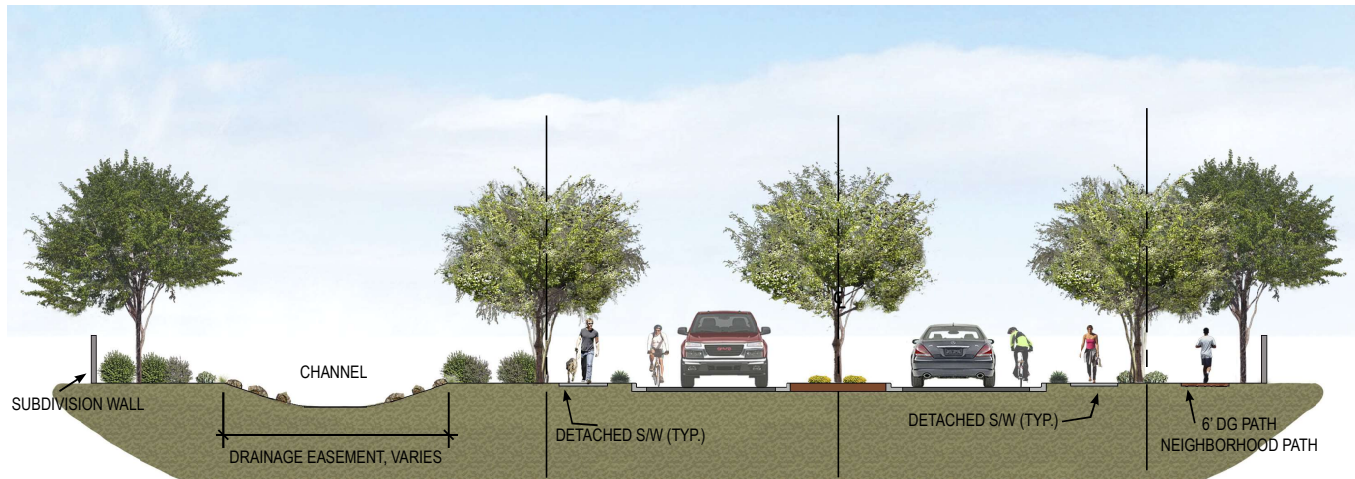
PEDESTRIAN PATH SECTIONS



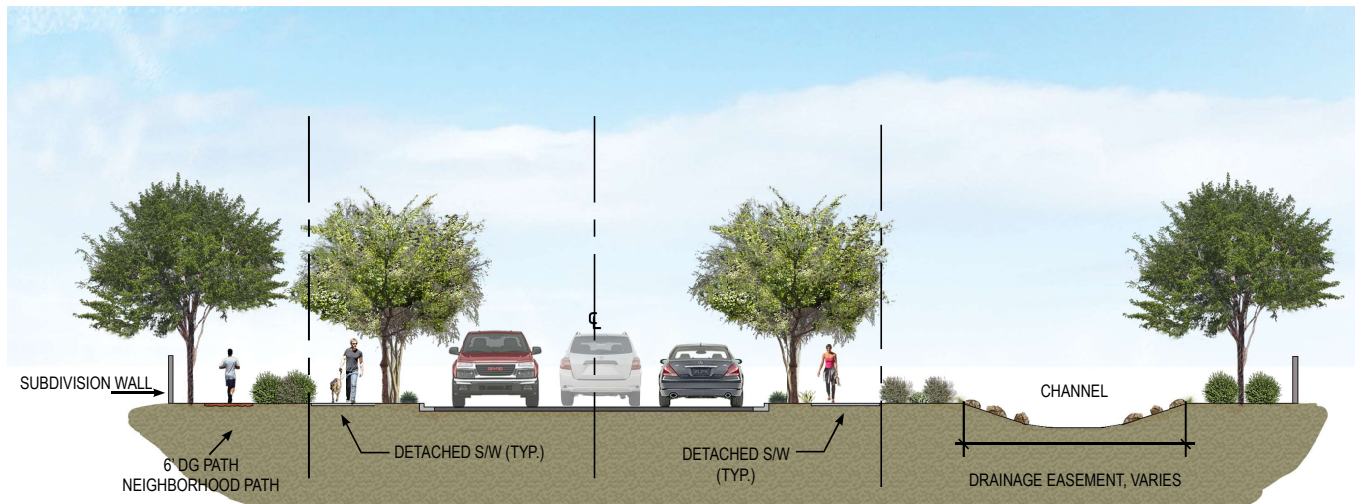
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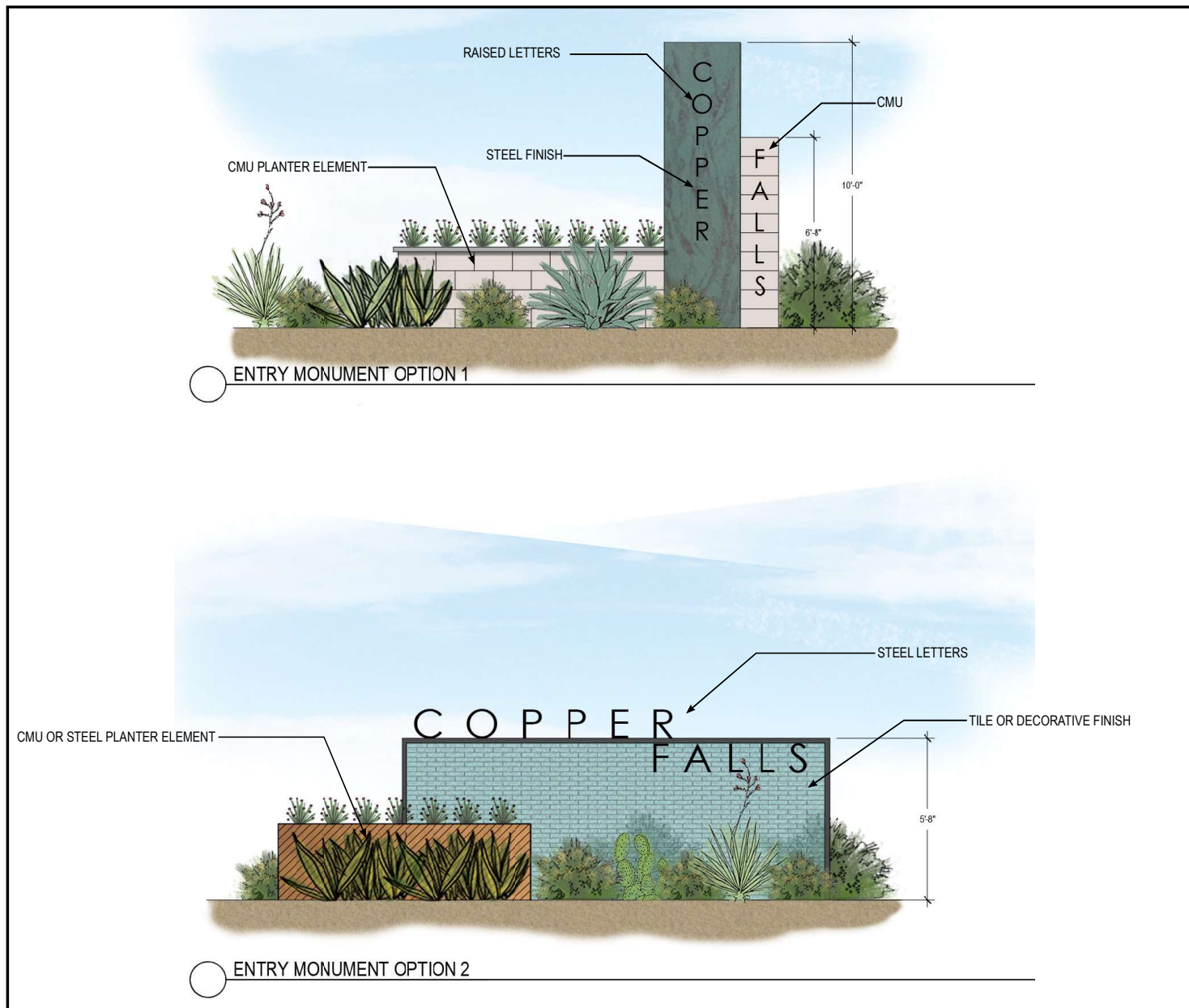


COPPER FALLS DRIVE AT MILLER ROAD (LOOKING WEST)



253RD AVE ADJACENT TO SCHOOL (LOOKING NORTH)

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 2022 CMP Amendment application.



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.



NORTH NO SCALE

DATE: 10.08.2018

901 East Madison Street
Phoenix, Arizona 85034
P 602.254.9600

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Planning | Landscape Architecture | Branding

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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.



DATE: 10.08.2018

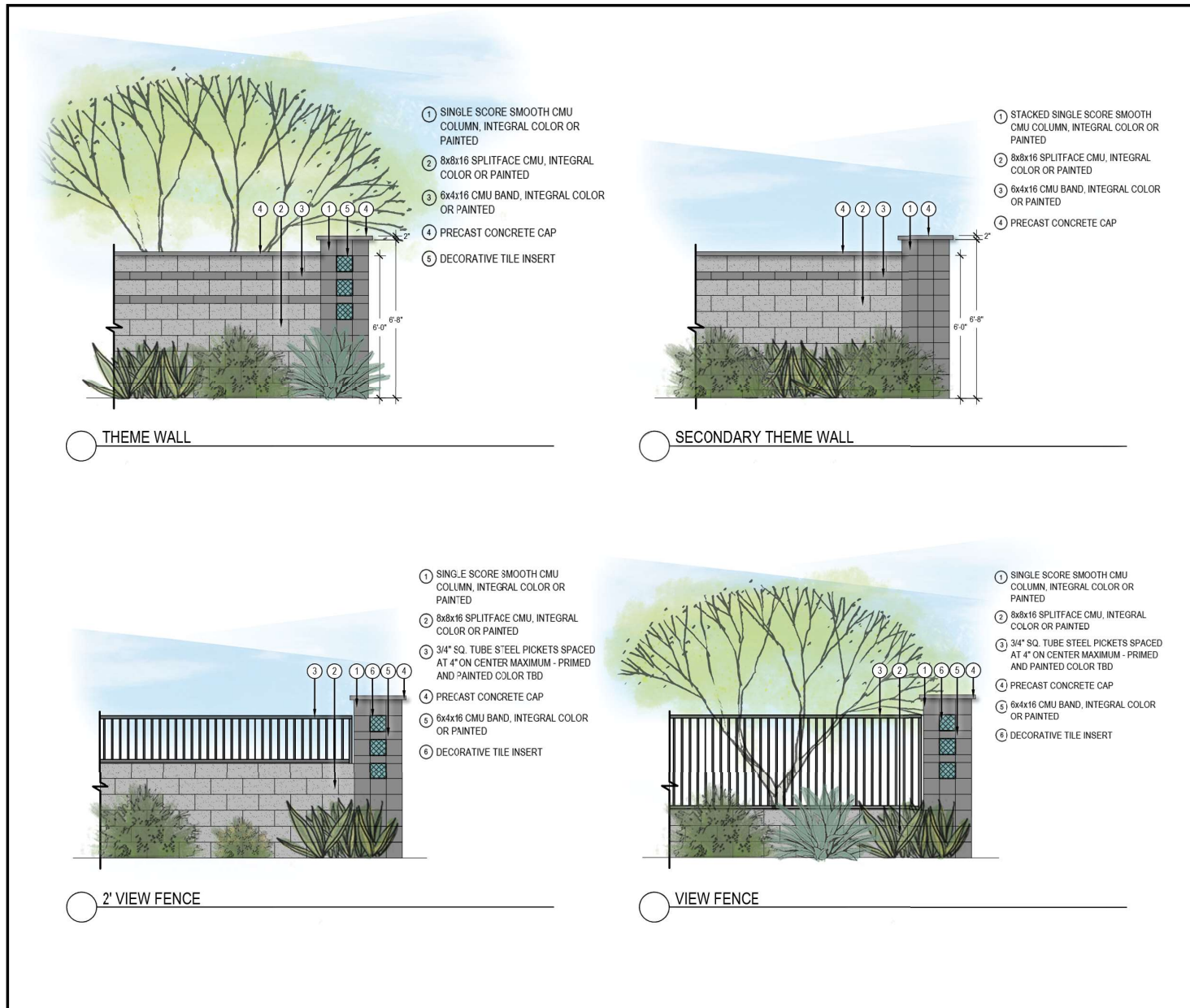
901 East Madison Street
Phoenix, Arizona 85034
P 602.254.9600

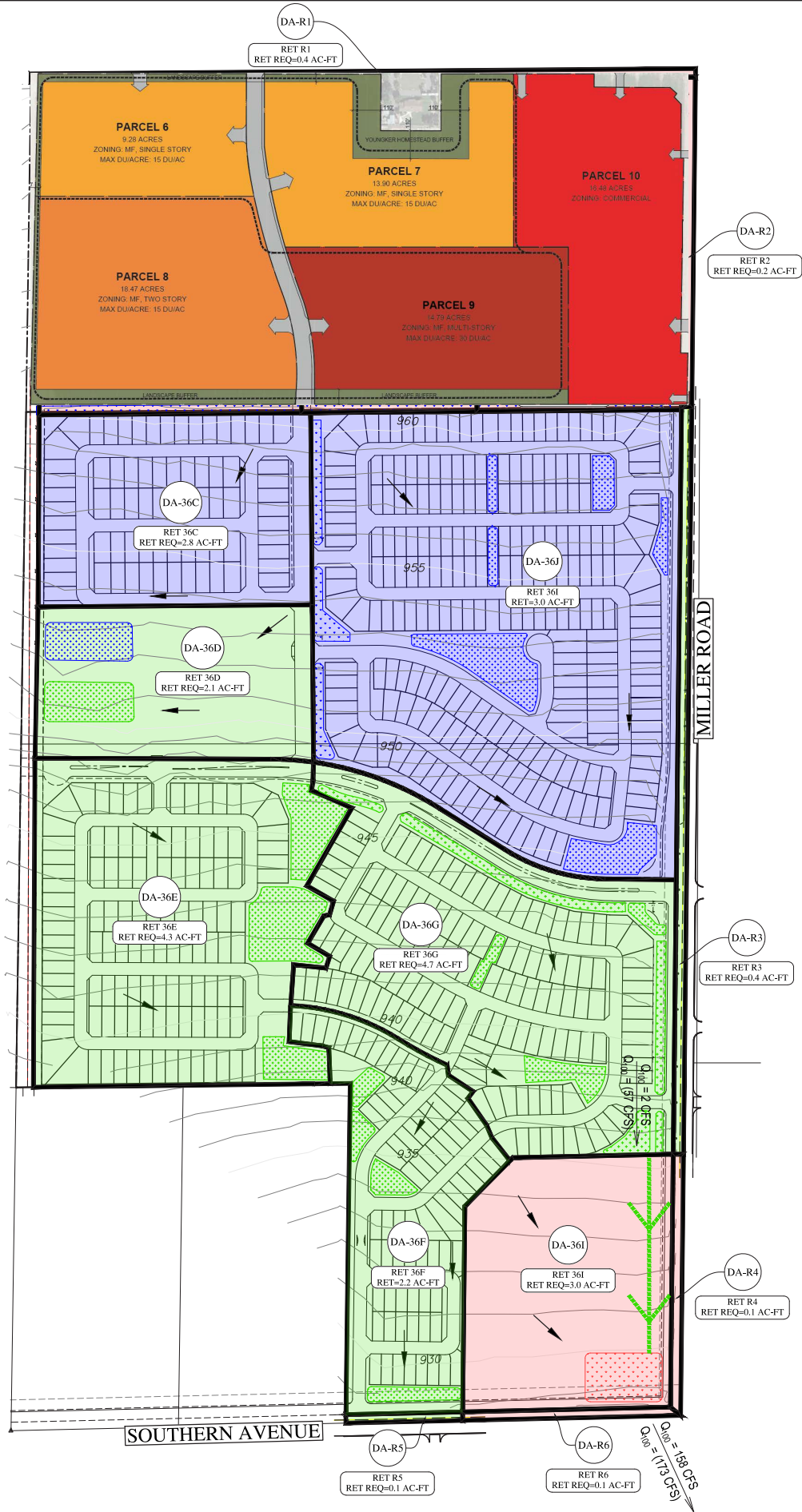
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33

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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 15

MASTER DRAINAGE PLAN POST DEVELOPMENT CONDITION

LEGEND:

LEGEND		EXISTING CONTOURS
	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

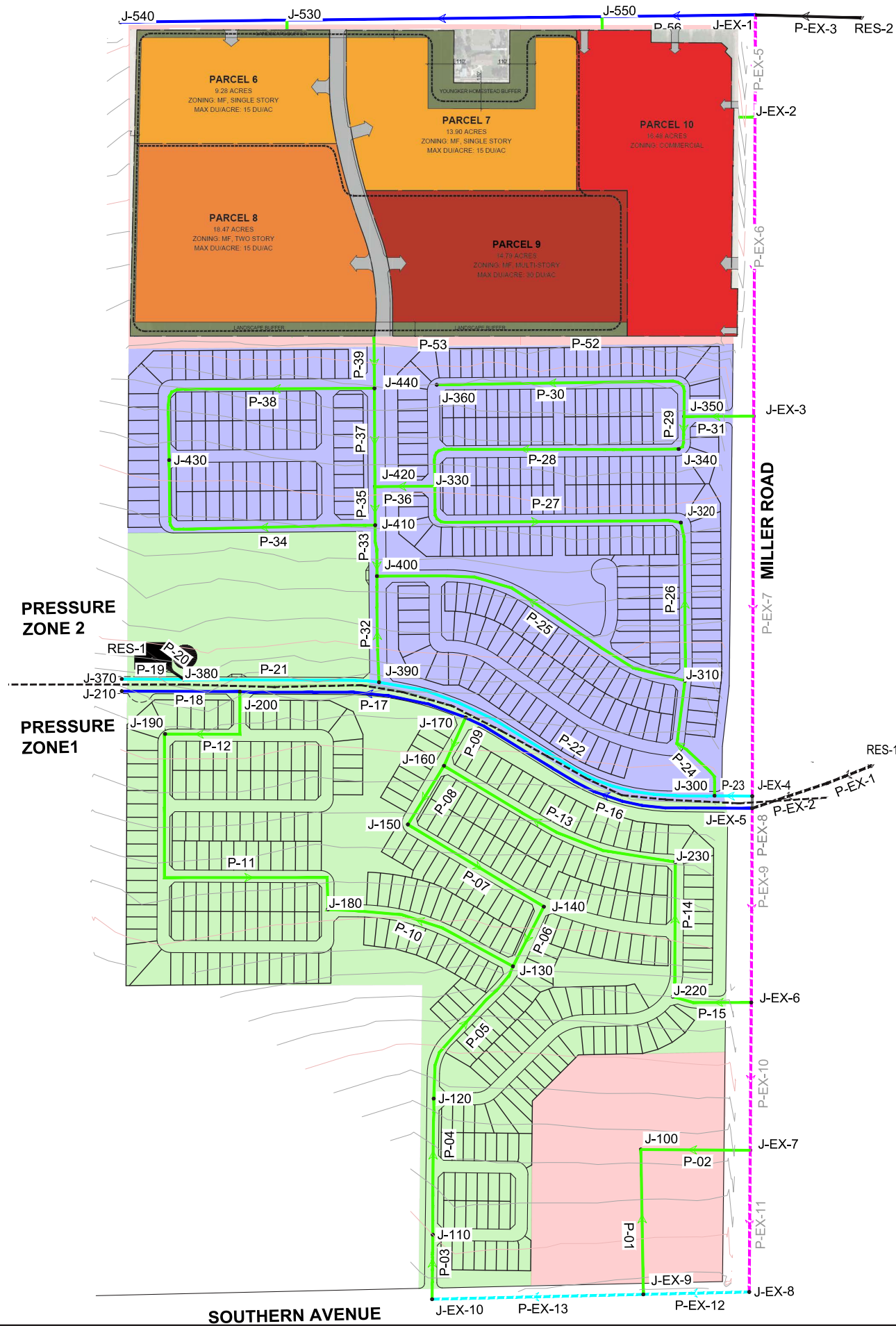
WOOD/PATEL
MISSION: CLIENT SERVICE *
(602) 335-8500
WWW.WOODPATEL.COM

DATE: 10.08.2018

901 East Madison Street
Phoenix, Arizona 85034
P 602.254.9600

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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

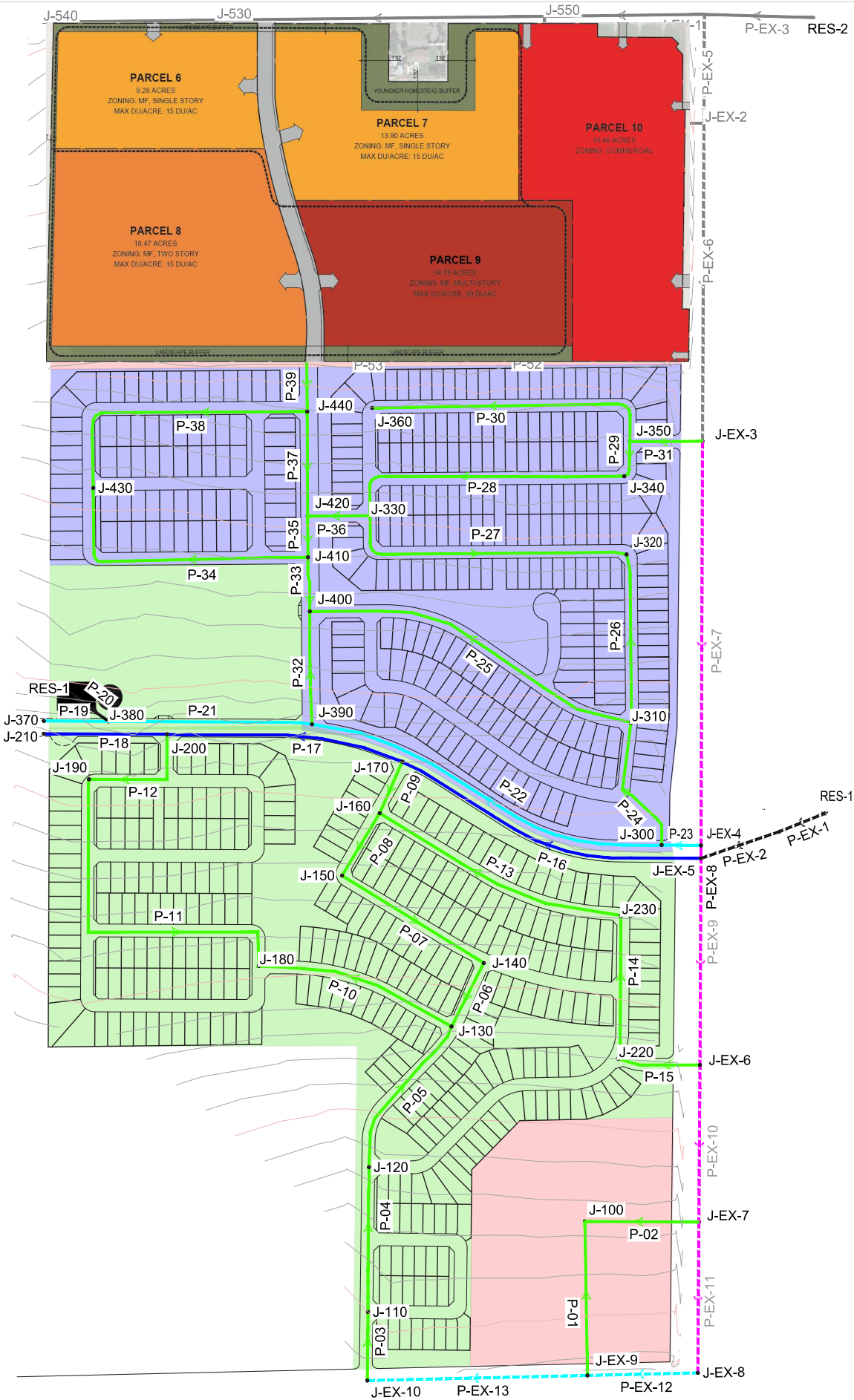


WOOD/PATEL
MISSION: CLIENT SERVICE *
(602) 335-8500
WWW.WOODPATEL.COM

DATE: 10.08.2018

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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 1

PHASE 2

PHASE 2



NORTH NO SCALE

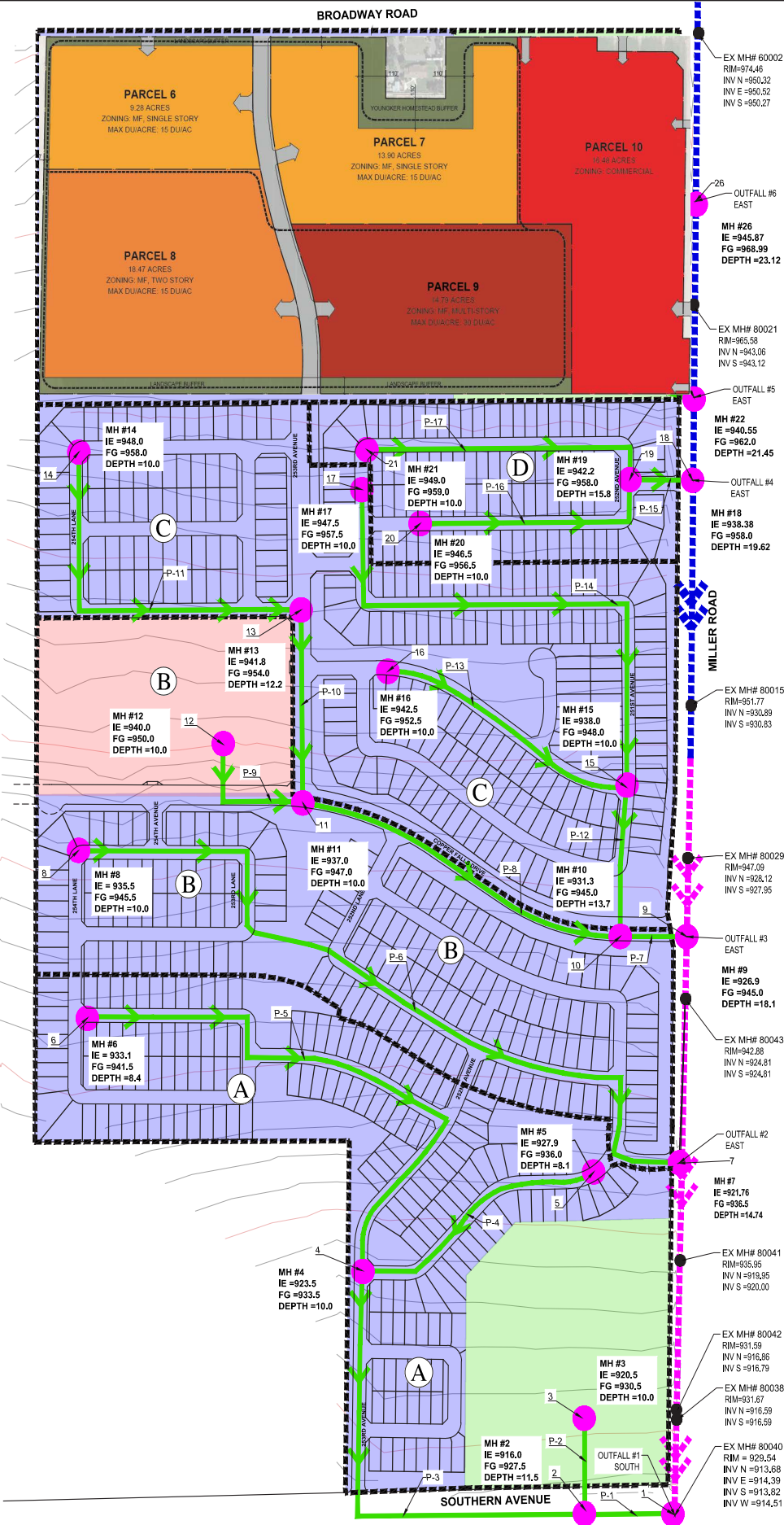
WOOD/PATEL
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(602) 335-8500
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901 East Madison Street
Phoenix, Arizona 85034
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17A

MASTER WASTEWATER PLAN FULL BUILD OUT

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED	SEWER BASIN LABEL
8-INCHES	---	---	SEWER BASIN LABEL
10-INCHES	---	---	JUNCTION NODE
12-INCHES	---	---	SEWER BASIN BORDER
15-INCHES	---	---	PARCEL BORDER
18-INCHES	---	---	FG ANTICIPATED FINISHED GRADE
21-INCHES	---	---	IE INVERT ELEVATION

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

LAND USE

OFFICE/COMMERCIAL

NEIGHBORHOOD RESIDENTIAL

SCHOOL SITE



NORTH NO SCALE

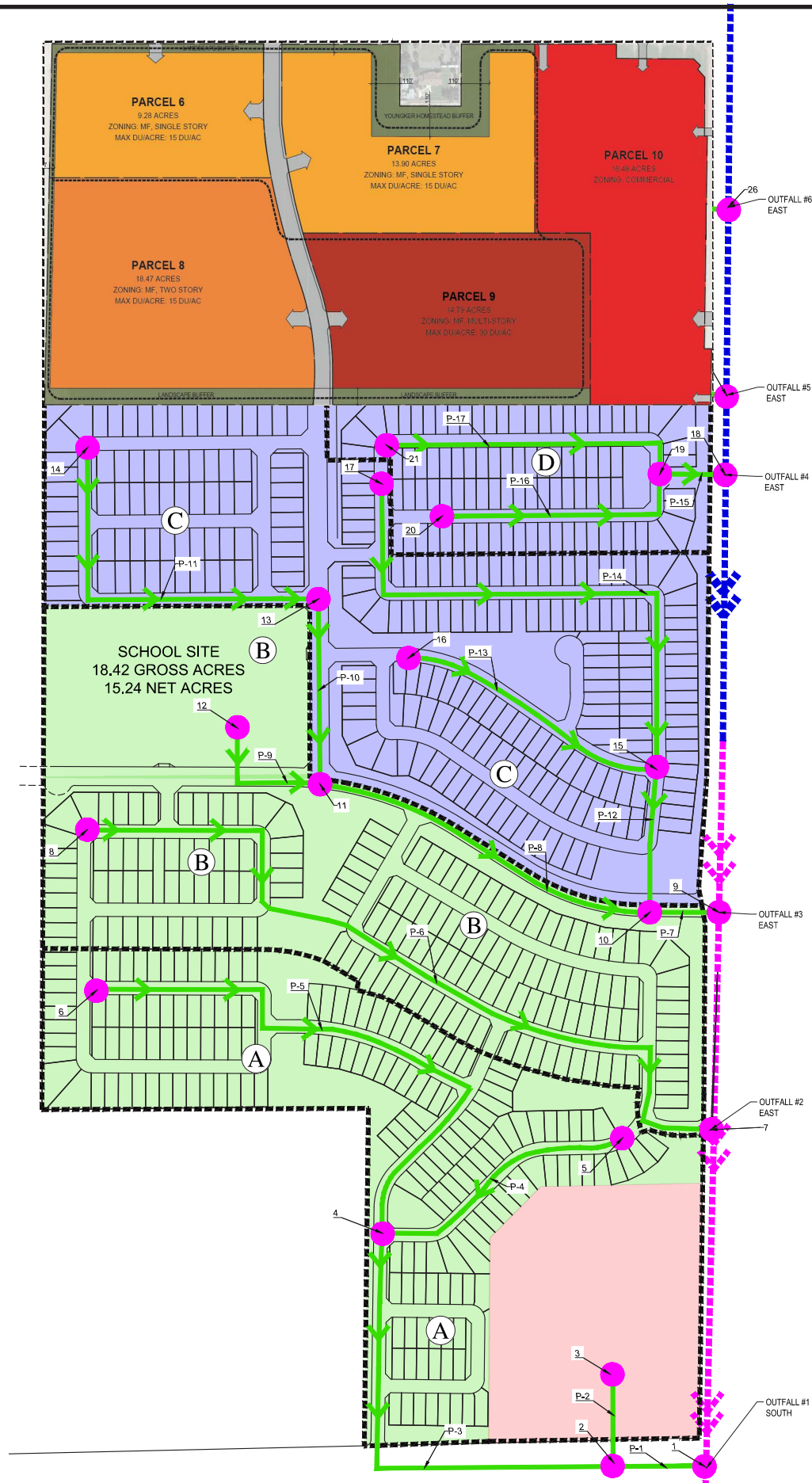
WOOD/PATEL
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COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17B

MASTER WASTEWATER PLAN INTERIM CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED	SEWER BASIN LABEL
8-INCHES	---	---	A
10-INCHES	---	---	JUNCTION NODE
12-INCHES	---	---	SEWER BASIN BORDER
15-INCHES	---	---	PARCEL BORDER
18-INCHES	---	---	FG
21-INCHES	---	---	INV

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1

PHASE 2

PHASE 1

PHASE 2



NORTH NO SCALE

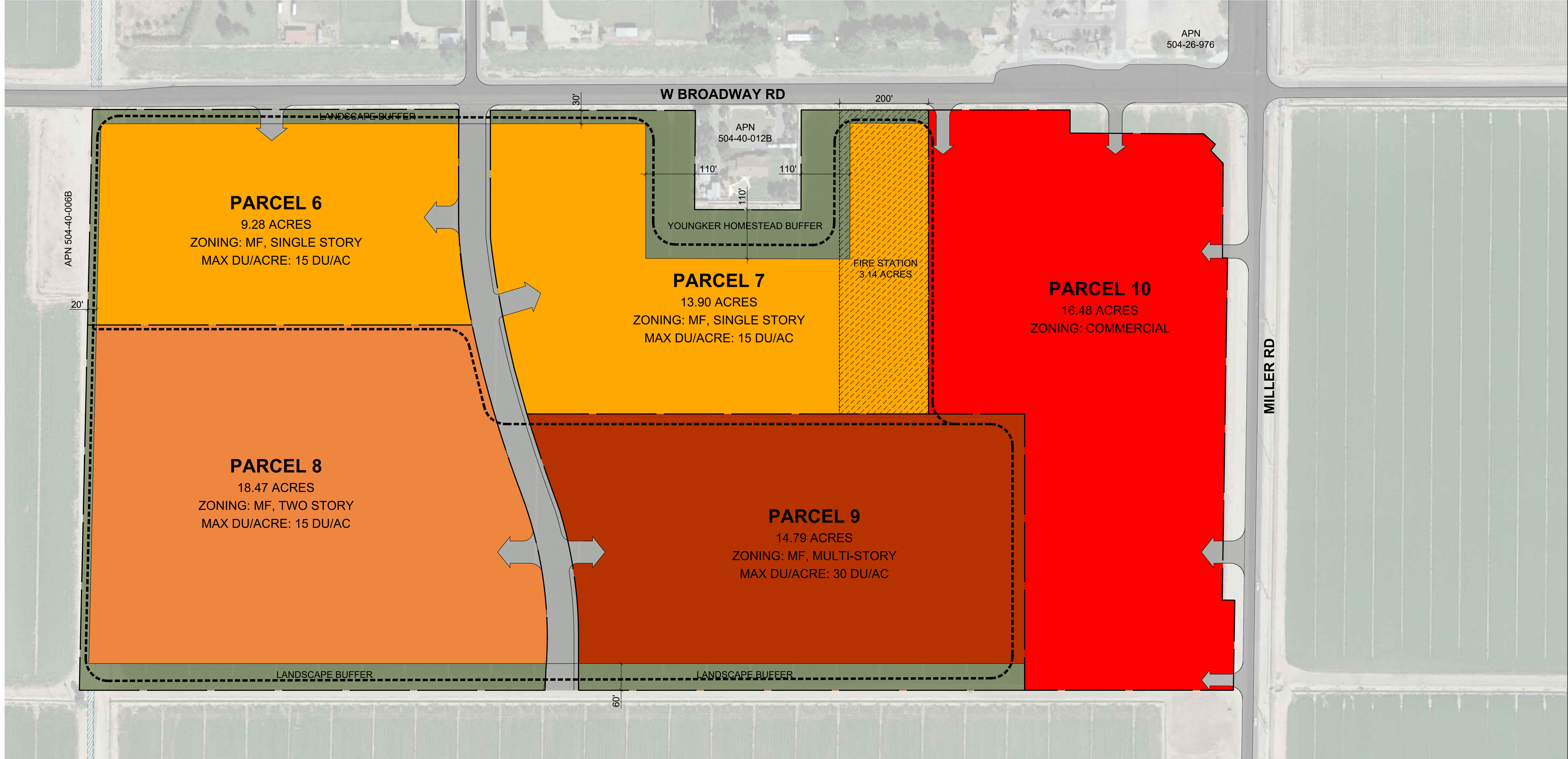
WOOD/PATEL
MISSION: CLIENT SERVICE *
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DEVELOPMENT STANDARDS:	PARCEL 6,7
ZONING:	MF, SINGLE STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	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

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



scheme: 10

Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

WARE MALCOMB

PHX22-0088-00
05.26.2023

SHEET
1

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: _____

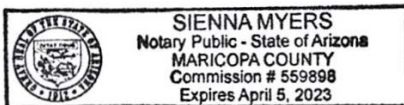


SUBSCRIBED AND SWORN before me this 31st day of January, 2023, by:


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.

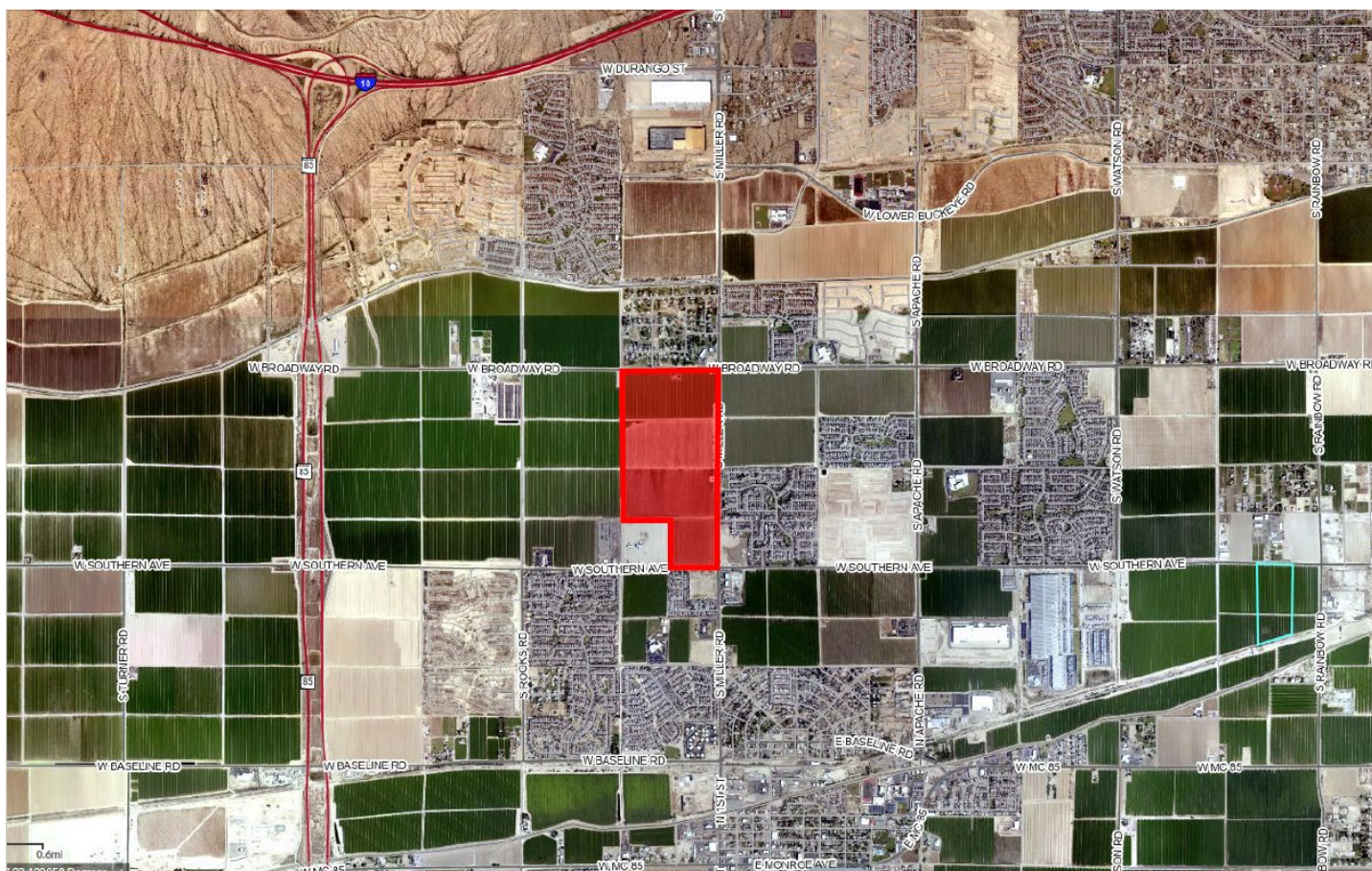
**Location: Bales Elementary School Gymnasium, 25400 W. Maricopa Road,
Buckeye, AZ 85326**

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



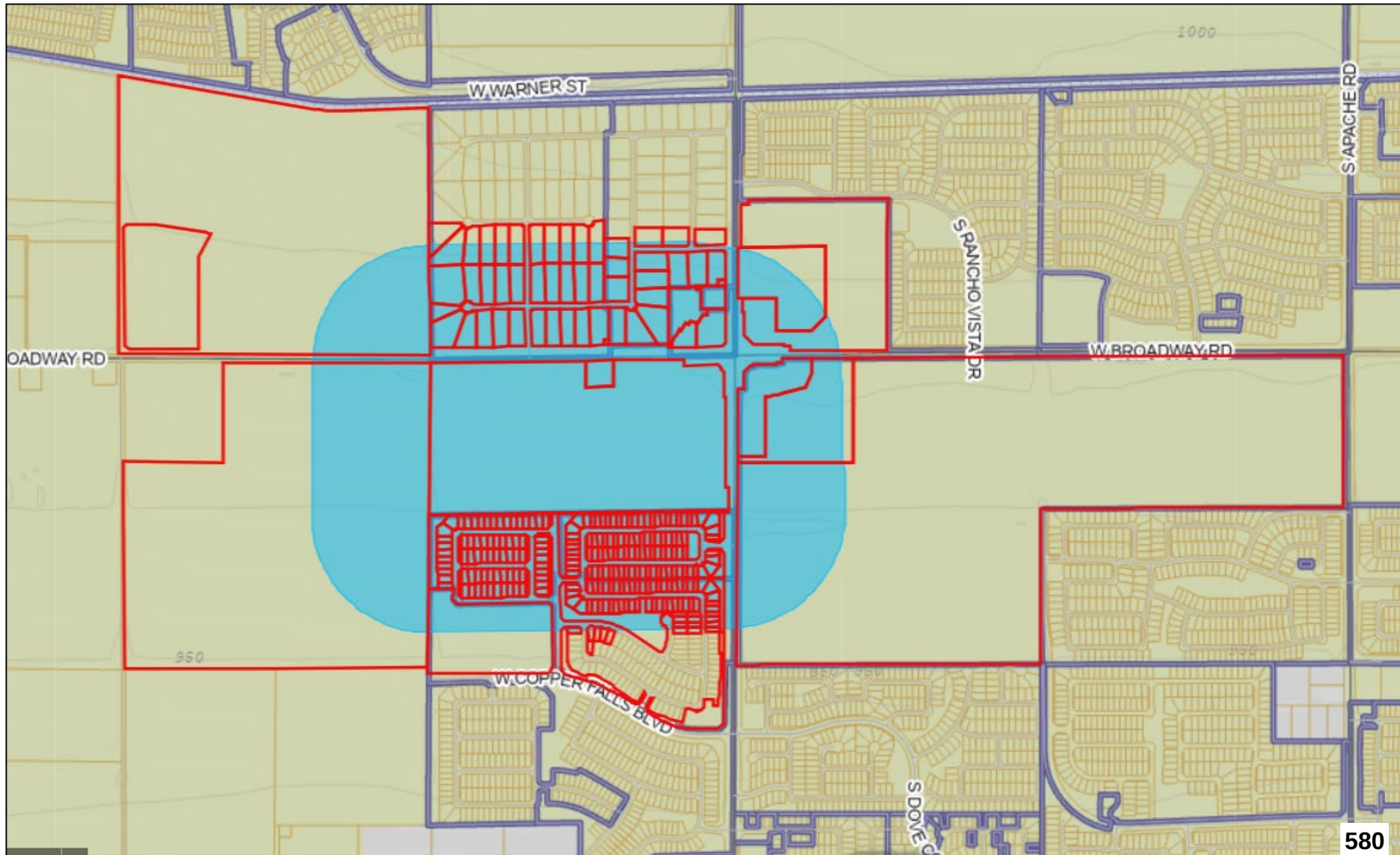


CMP Amendment Area Map



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
Subdivison 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

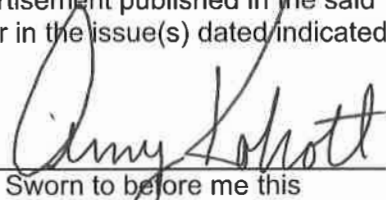
P.O #

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

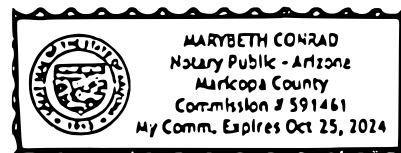
10/26/23

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.

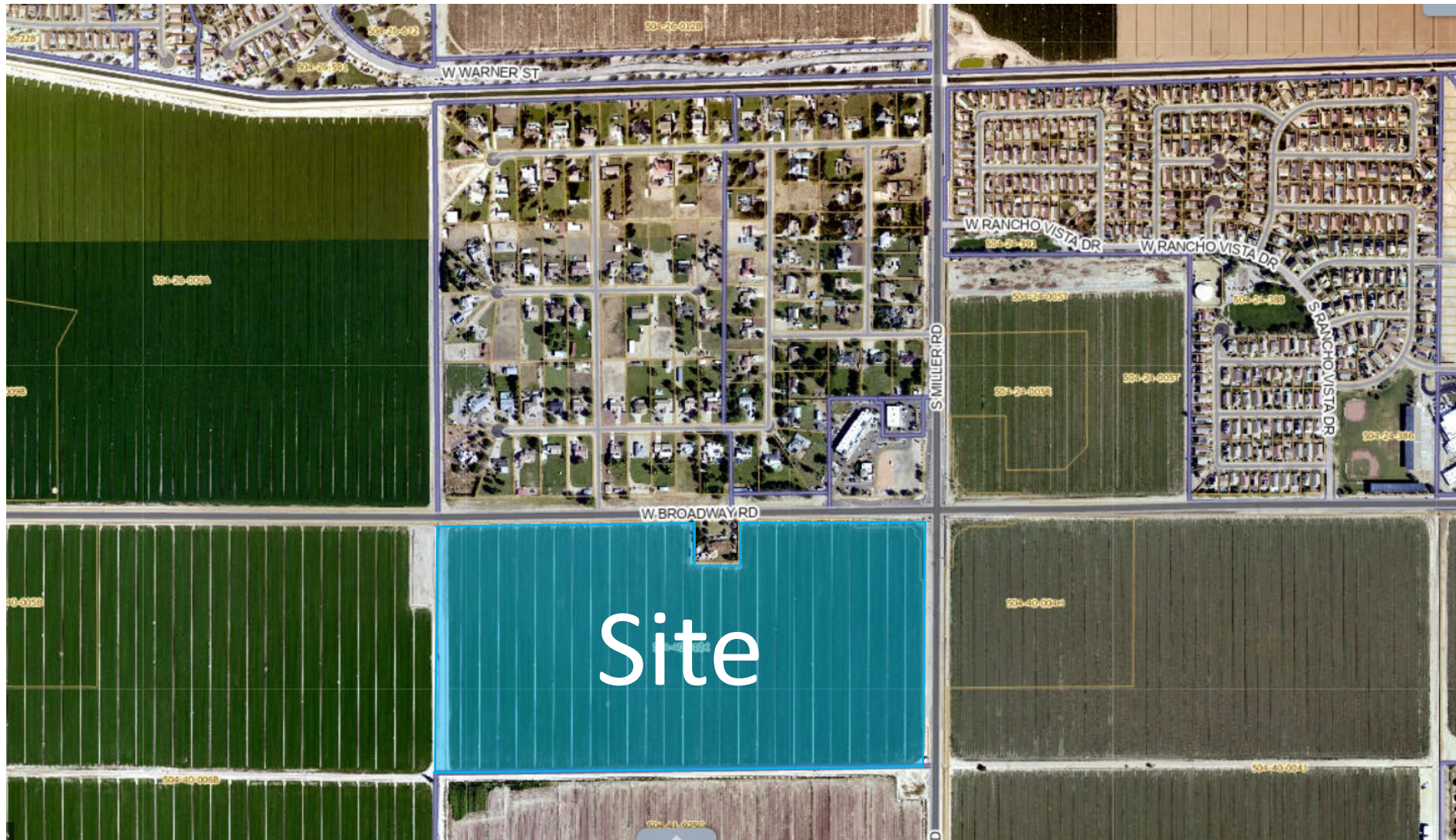
at kajones@tblaw.com or 602.452.2729. You may also contact City of Buckeye at planningandzoning@buckeyeaz.gov or the Planner, Ken Galica at KGalica@buckeyeaz.gov or 623-349-6214 with subject "PLZZ-22-00025 – SWC of W. Broadway Road and Miller Road".

Sincerely,

A handwritten signature in black ink, appearing to read 'Kurt Jones', with a stylized flourish at the end.

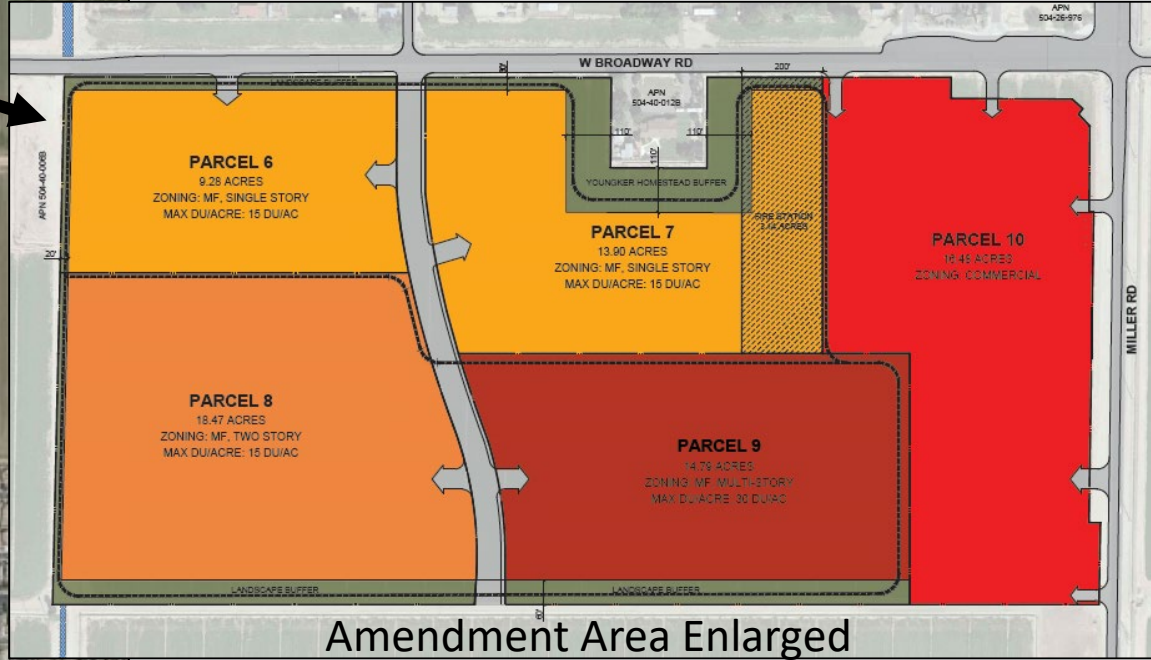
Kurt Jones, Senior Planner

Copper Falls Site – Context Aerial

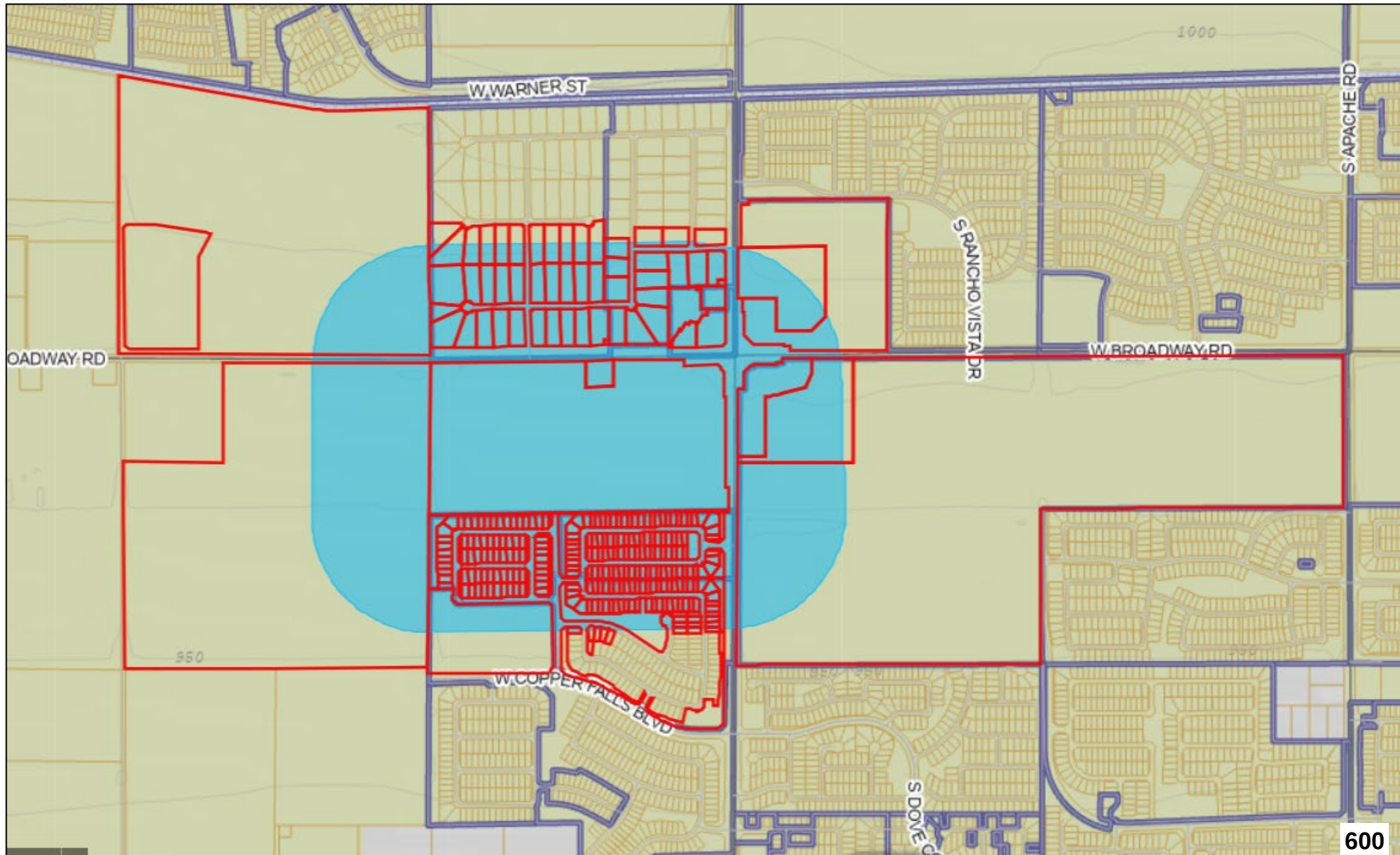


Copper Falls CMP

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
THERKILDSEN 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@ail.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 Dyrz, 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.

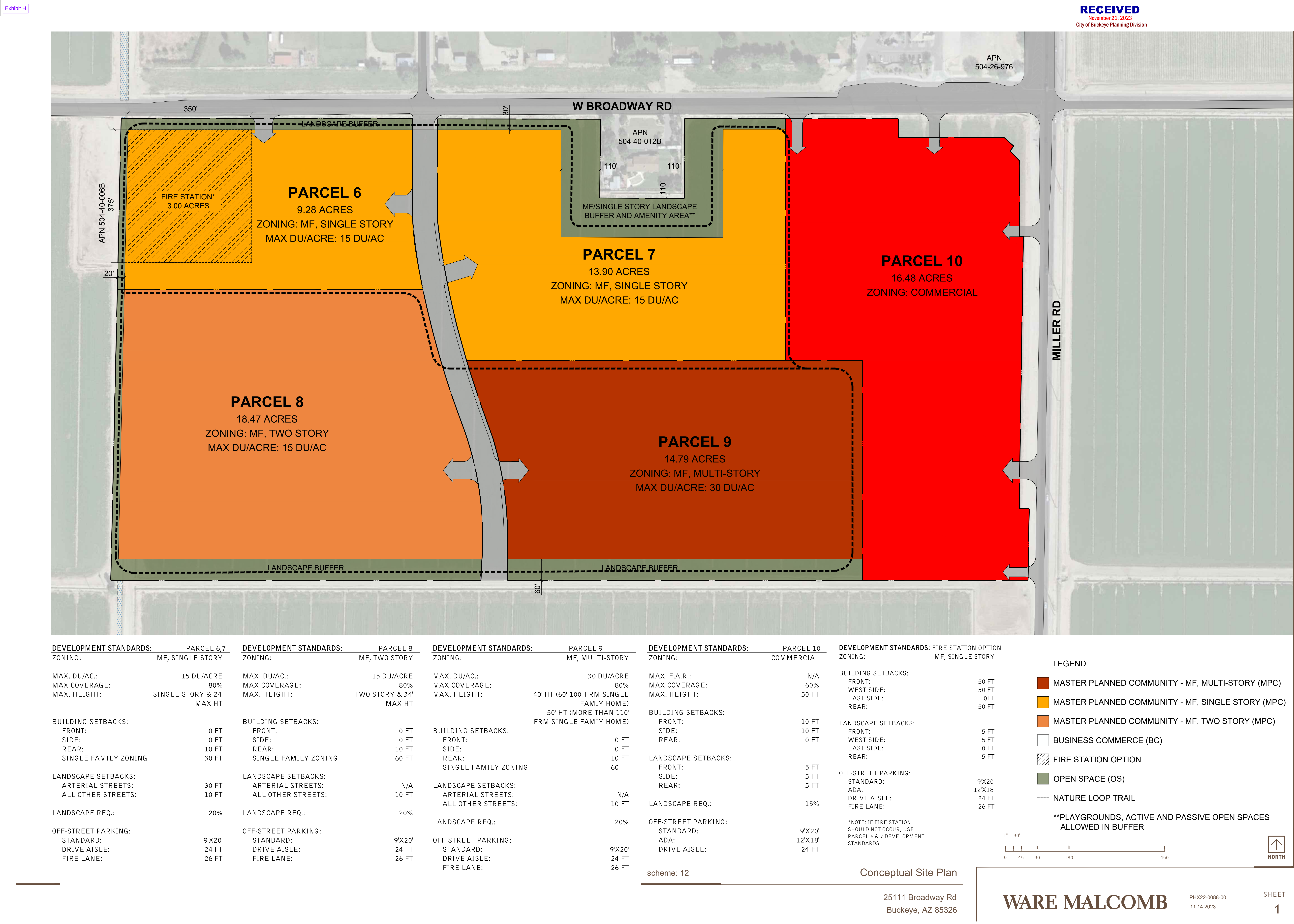
I kindly request that the Commission consider the constituents' concerns and sentiments before making any decisions regarding this proposed amendment.

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



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 19, 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 19, 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 having an interest in the Land intend 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.

12. Indemnity. GM Gabrych (and its successors or assigns), 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 Second Amendment, 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 GM Gabrych, notify GM Gabrych (as provided in Section 13 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve GM Gabrych from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by GM Gabrych. 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 GM Gabrych of the commencement thereof, GM Gabrych shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and GM Gabrych. If GM Gabrych promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, it 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 GM Gabrych does not promptly assume the defense of any such action after written notice from the Indemnified Party, until it 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 GM Gabrych and GM Gabrych 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 GM Gabrych to provide the City, within thirty (30) days after written notice from the City, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee the performance of any of the 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.

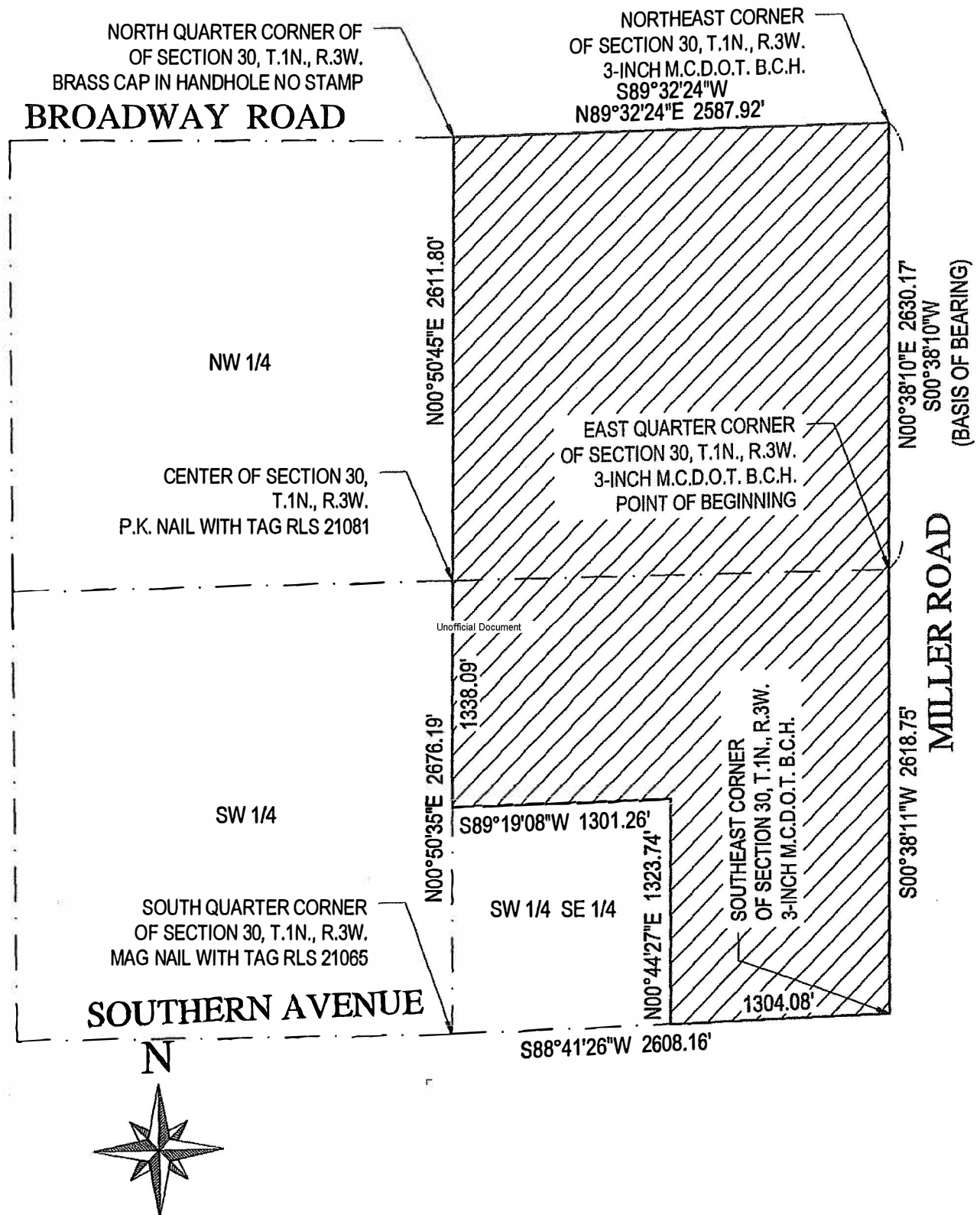


EXHIBIT B

(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)

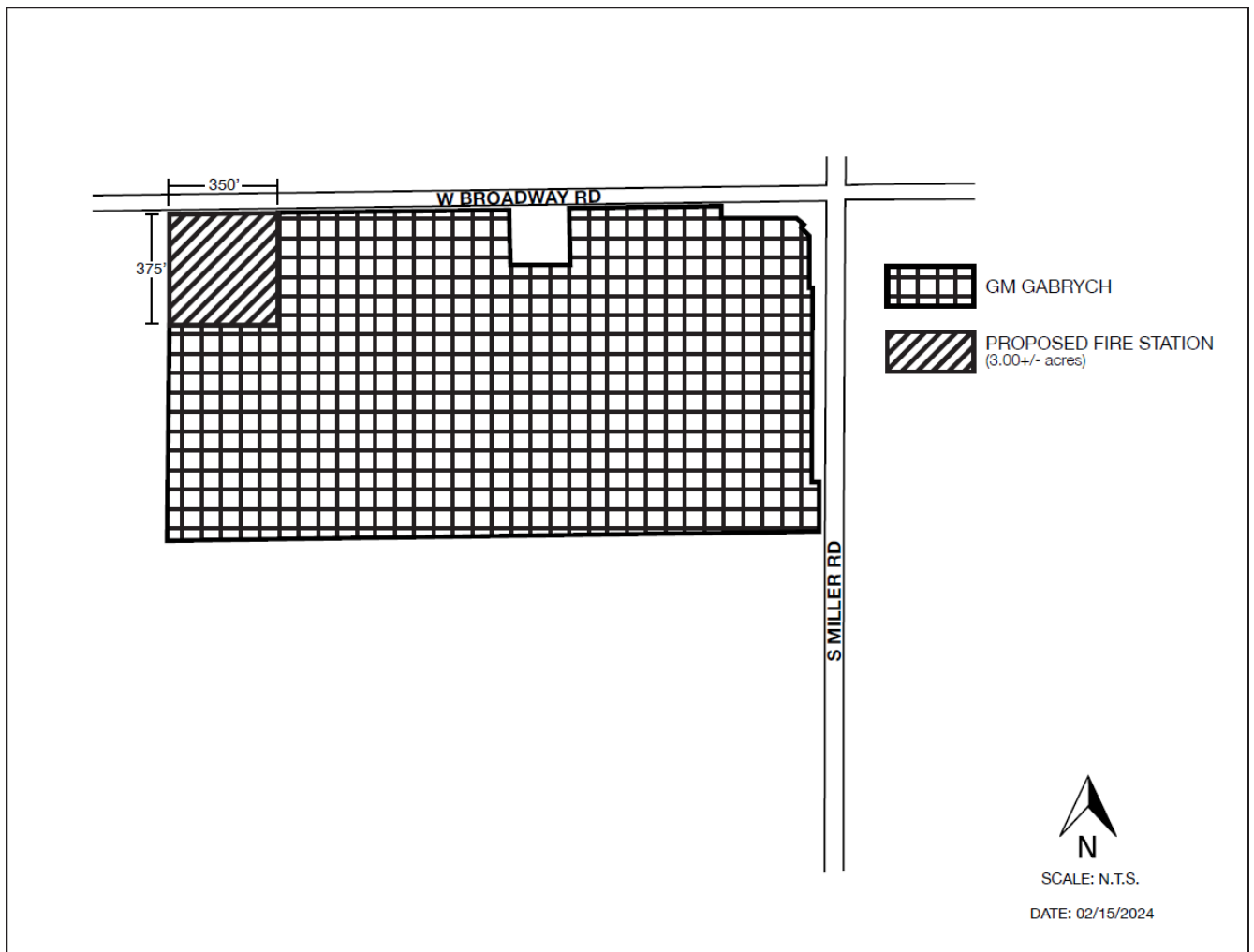
See following page(s).

(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

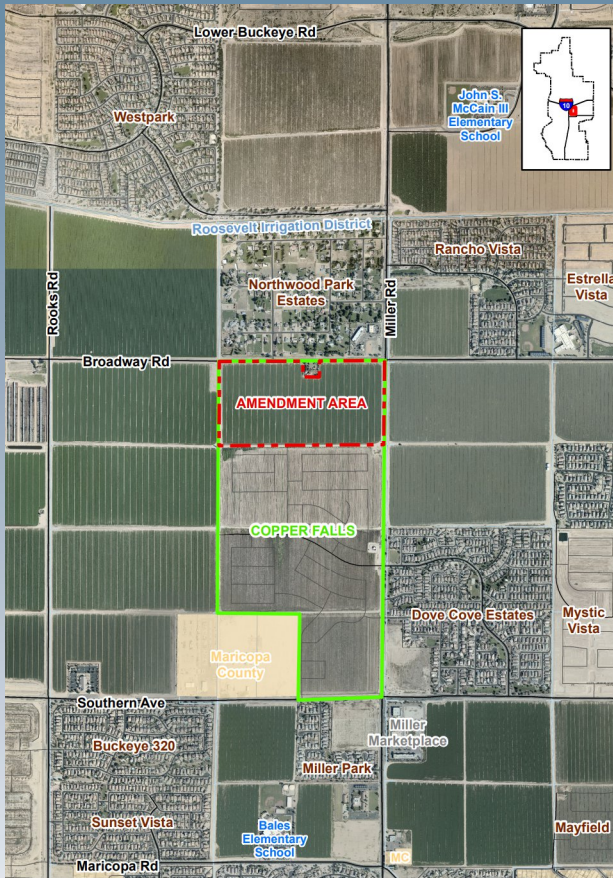


Copper Falls III

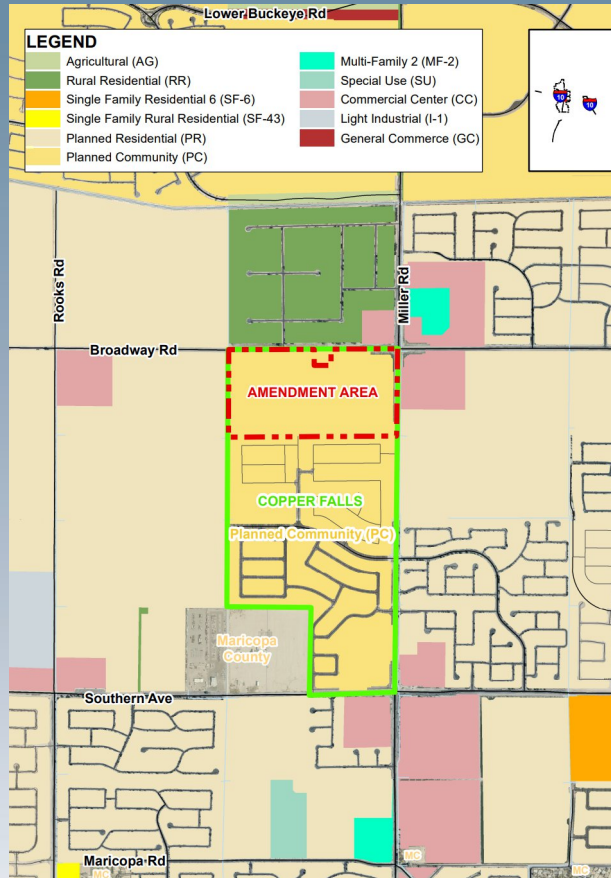
Major CMP Amendment and Development Agreement

Buckeye City Council
April 16, 2024
Case PLZZ-22-00025

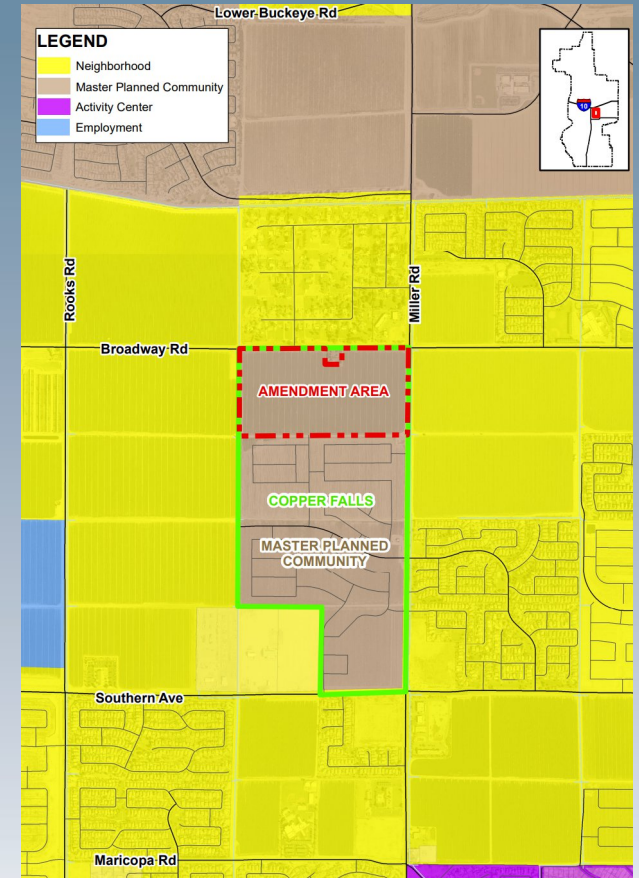




Aerial



Zoning Map



General Plan LU Map

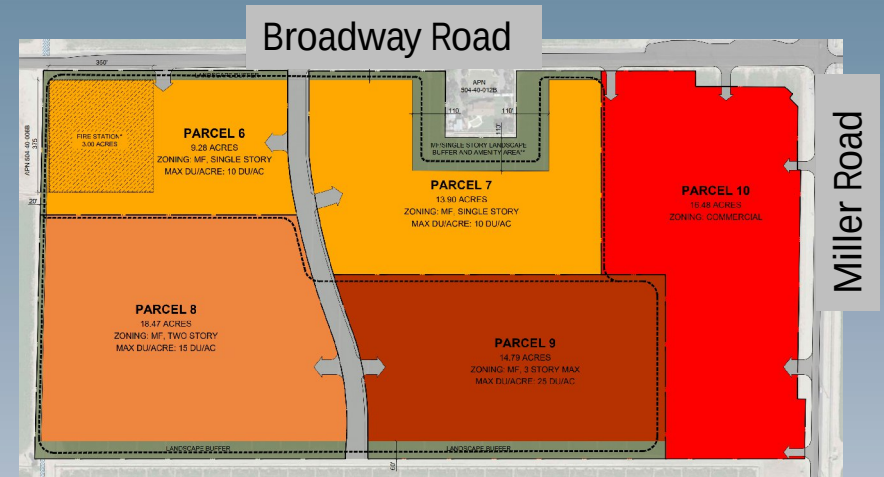


CMPA Request



Existing CMP Land Plan

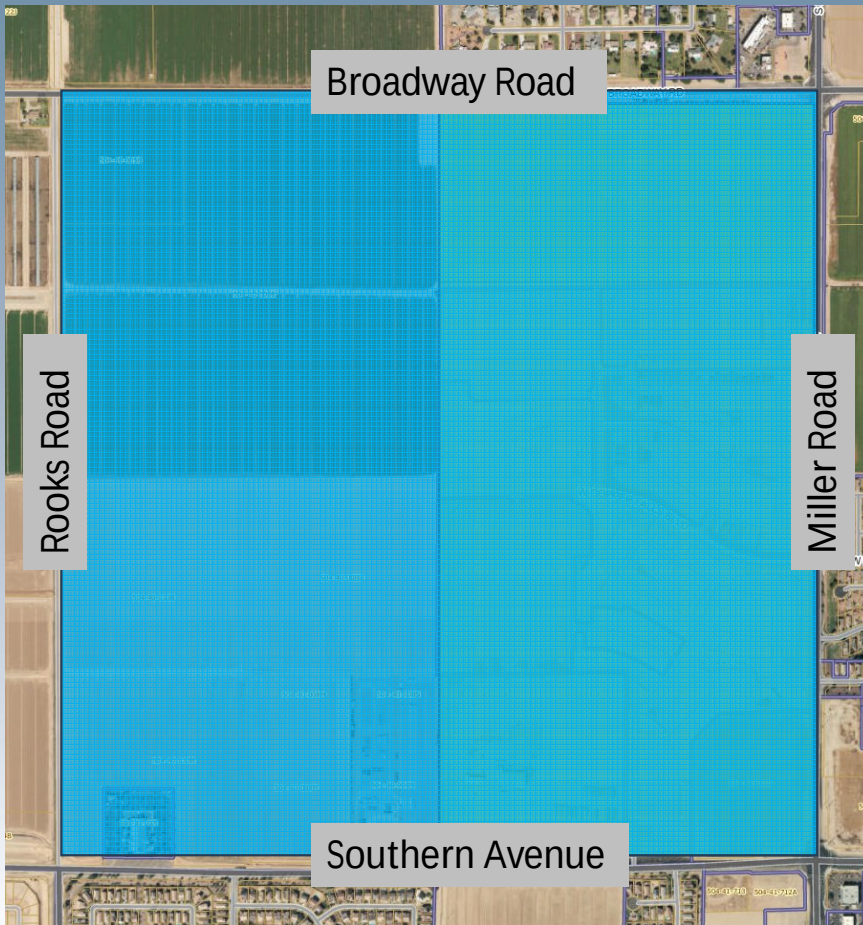
- 53 acres of single-family residential; 2-3 dwelling units per acre (Maximum 159 homes)
- 21 acres of commercial (C-2 equivalent)
- 5 acres of office (medical or professional)



Proposed CMP Land Plan

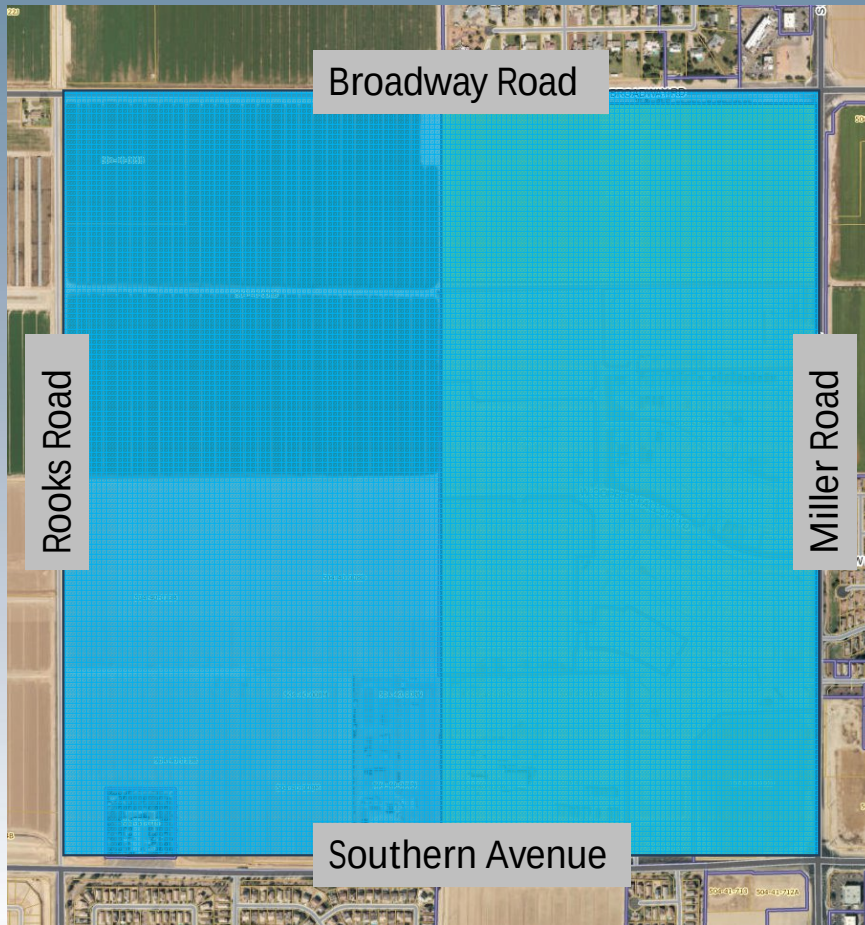
- 23.2 acres of single-story multi-family residential; maximum 10 dwelling units per acre; reduces to 20.2 acres if City has need for fire station site (Maximum 232 units)
- 18.5 acres of two-story multi-family residential; maximum 15 dwelling units per acre (Maximum 277 units)
- 14.8 acres of three-story multi-family residential; maximum 25 dwelling units per acre (Maximum 370 units)
- Maximum 1,065 homes; increase of 906 homes
- 16.5 acres of commercial (C-2 equivalent with restrictions)

Square Mile Density (Existing Entitlement)

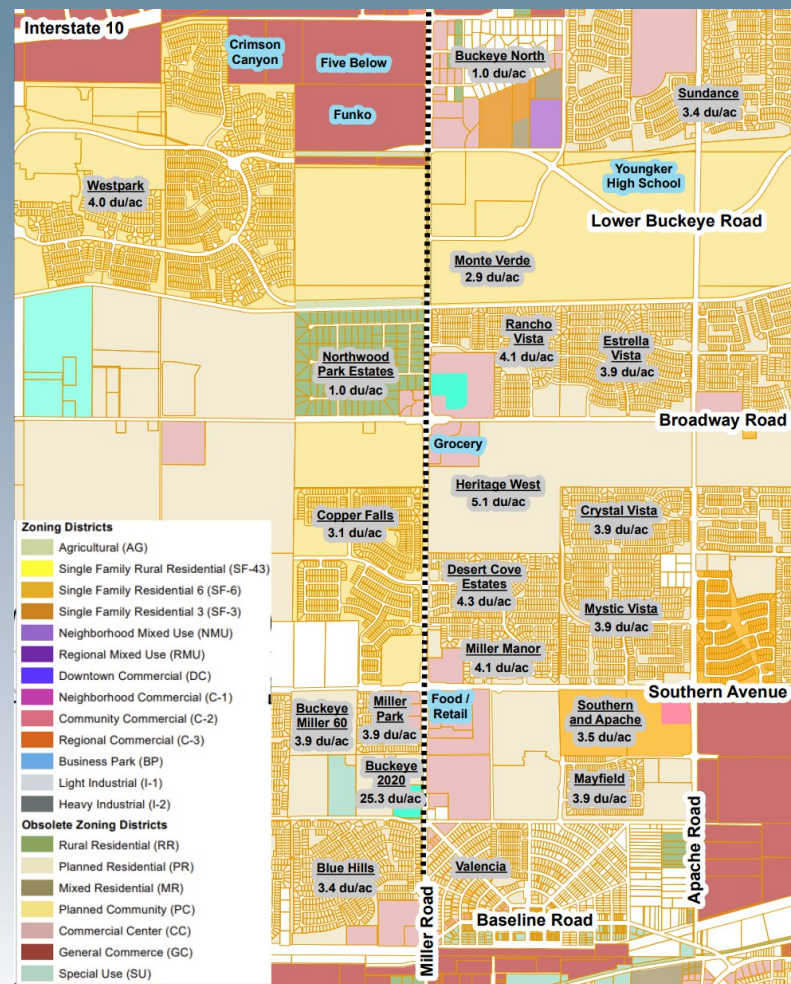
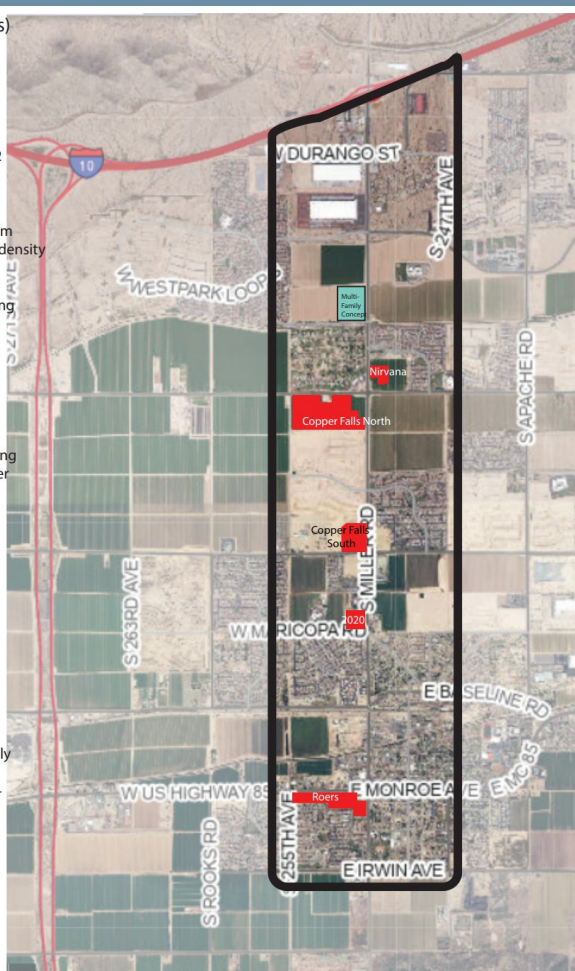


- Density of Subject Parcel: 159 homes on 72.3 acres; 2.2 units per acre
- Density of Copper Falls CMP: 790 homes on 276 acres; 2.9 units per acre
- Density of Square Mile: 1,747 homes on 640 acres; 2.7 units per acre

Square Mile Density (Proposed Entitlement)

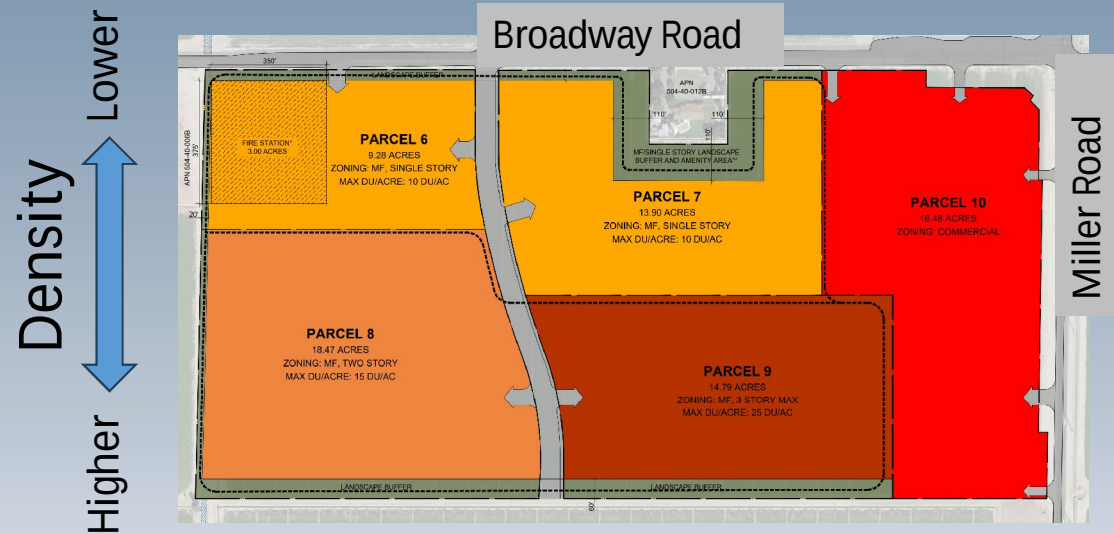


- Density of Subject Parcel: Up to 1,065 homes on 72.3 acres; 14.7 units per acre
- Density of Copper Falls CMP: Up to 1708 homes on 276 acres; 6.2 units per acre
 - With separate CMPA approval for NWC Miller/Southern, up to 2,176 homes on 276 acres; 7.9 units per acre
- Density of Square Mile: Up to 2,655 homes on 640 acres; 4.1 units per acre
 - With separate CMPA approval for NWC Miller/Southern, up to 3,123 units; 4.9 units per acre



CMPA Request

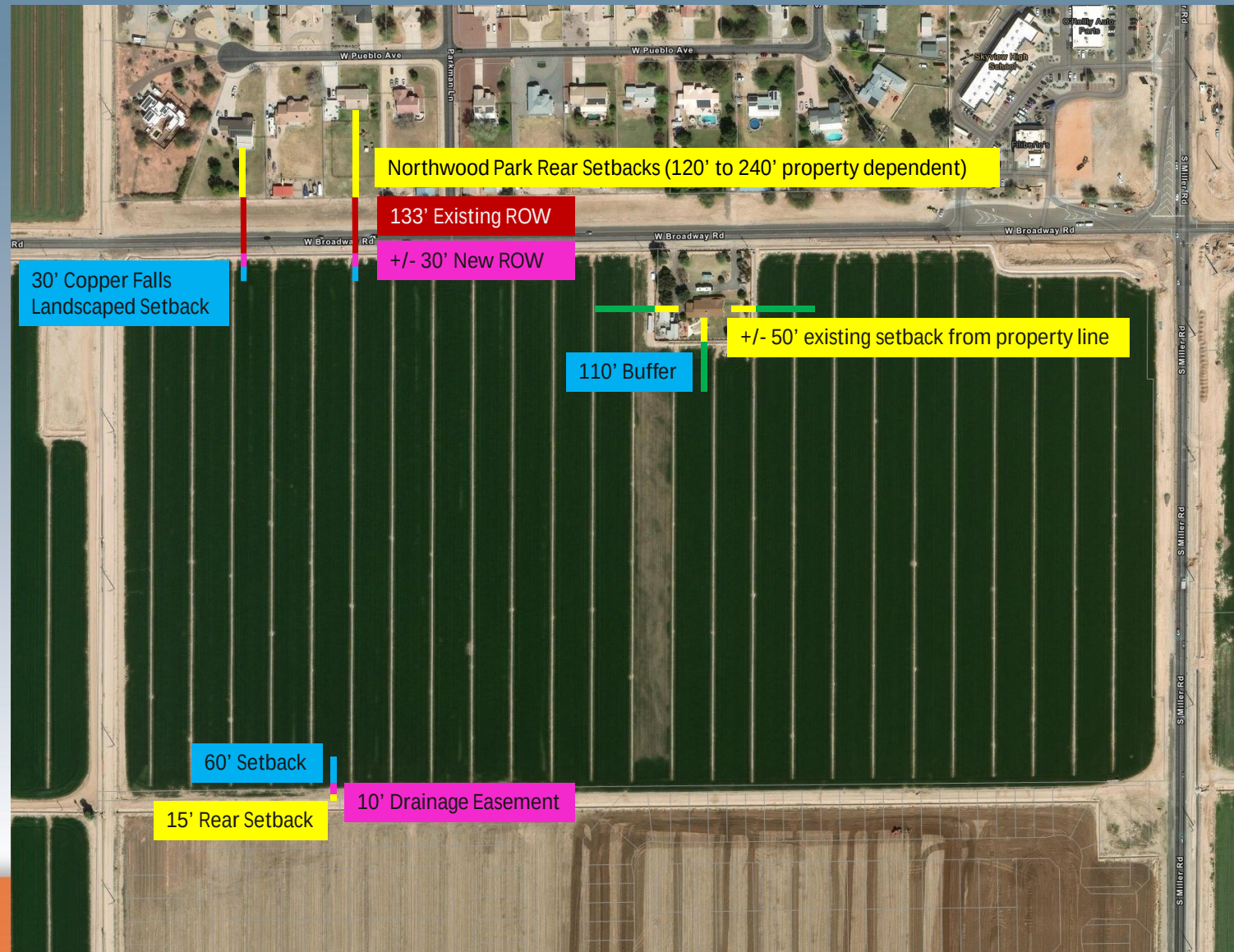
- Establishes Development Standards for Multi-Family Residential based on MF-2 district, with exceptions:
 - Densities capped
 - Building heights/stories capped
 - Maximum lot coverage reduced (95 percent to 80 percent)
 - Landscape buffering adjacent to single-family residences increased (20' to 110' surrounding homestead parcel and 60 feet from planned lots to the south)
 - Streetside landscape setback increased (25' to 30')



Home Separation

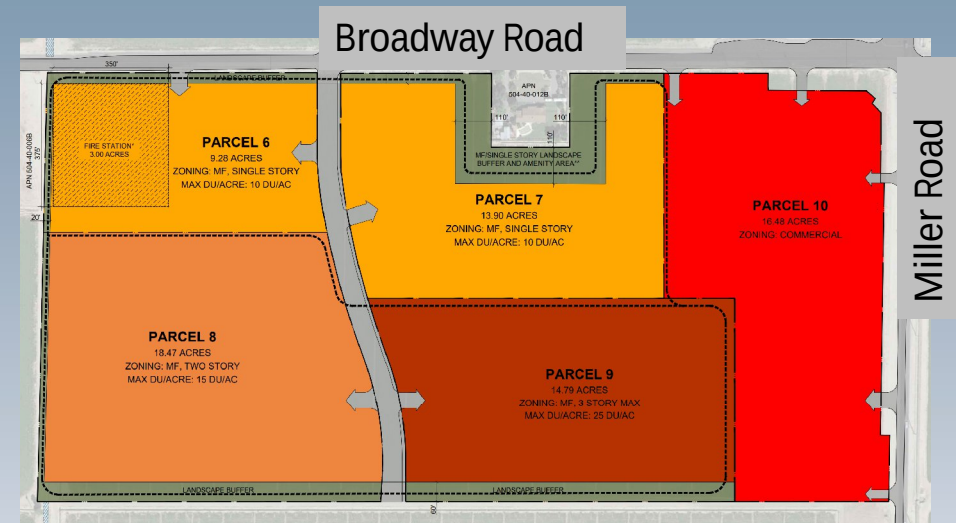
- Minimum 310' to 430' from Copper Falls III 1-story homes to Northwood Park Estates homes
- Minimum 160' from Copper Falls III 1-story homes to homestead
- Minimum 85' from Copper Falls III 2-story and 3-story buildings to Copper Falls II homes

Note: All numbers are approximate



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

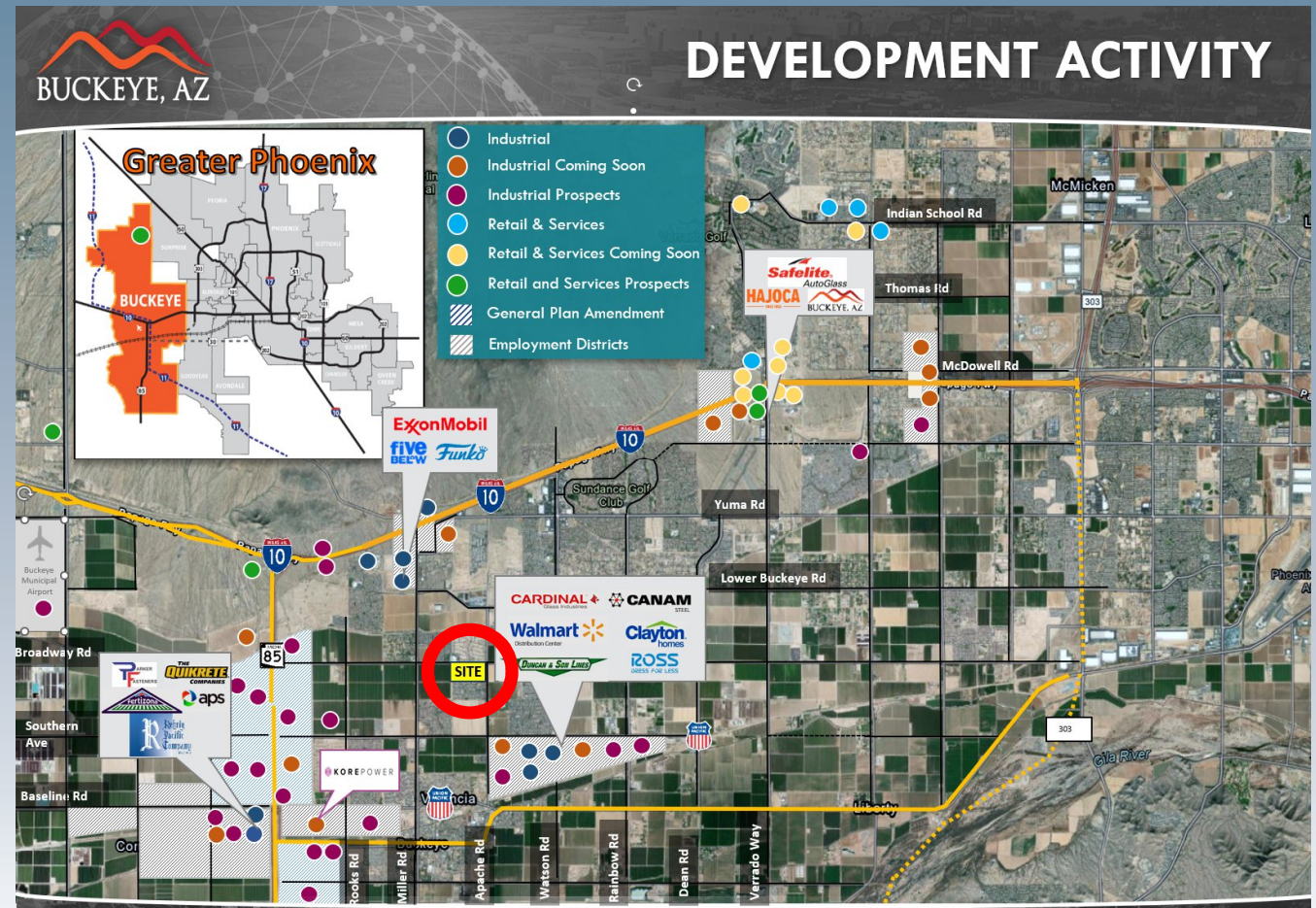
- Required by Development Code
- Most significant components of the proposed DA:
 - Dedication, design, and construction obligations related to Miller Road and Broadway Road improvements
 - Dedication obligation related to the approximate 3-acre Fire Station site at the northwest corner of the subject property

Utilities

- City of Buckeye Water and Wastewater Service Areas
- Project will be required to add “wet water” to City system
 - Construction of well or buy-in to another source of additional wet water
- Existing adjacent sewer facilities
 - Impact fees and/or developer contribution required for system enhancements including potential line upsizing

Analysis

- Consistent with General Plan
- Housing demand expected to increase significantly with planned employment projects (e.g. Kore Power, Ross, etc.)



Analysis

- Will diversify the City's housing portfolio to attract residents with different housing preferences while maintaining a section-wide suburban density
- Preserves the commercial corner, supporting development of the Miller/Broadway intersection as a major commercial node for residents in the area
- Standard modifications intended to enhance compatibility between MFR and SFR.
- Fire station site (if needed by FD) will improve response times in the vicinity of the project

Analysis

- 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
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: February 15, 2023 at Bales Elementary School
- Written correspondence from five citizens opposed to the CMP Amendment
- Applicant meeting with Northwood Park Estates on December 10th
- Planning & Zoning Commission recommended approval of the CMPA, 7-0, on December 12, 2023; 11 speakers during public hearing
- Protest filed by representative of homestead owner and from four Northwood Park Estates owners; City Attorney's Office is evaluating if vote of super majority of Council is required for approval
- All required notices completed in accordance with requirements

Recommendation

Copper Falls III CMPA and DA - PLZZ-22-00025

Conduct a public hearing and APPROVE subject to conditions (a) through (jj)

Legal Protest Parcels



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 April 16, 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 16th day of April, 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.