BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
NOVEMBER 19, 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.

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

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

2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.

3. Awards/Presentations/Proclamations

3.A The Buckeye Youth Council will report on participation in events and volunteer activities to date.

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 Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2023134) between the City of Buckeye, an Arizona municipal corporation, and James, Cooke & Hobson, Inc., a Texas Corporation; and authorize the City Manager to execute said Change Order on behalf of the City of Buckeye.

Summary: The Water Resources Department is requesting approval of CCPA Change Order No. 2 or the purchase of vital wastewater equipment and parts for the maintenance, repair, and replacement of infrastructure and plant elements. This Change Order increases the not to exceed (NTE) contract amount from $245,000 to $895,000. The term of the CCPA is also extended from August 31, 2024 to August 31,2025.

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

***4.B** Council to take action on Resolution No. 76-24 approving the abandonment in its entirety of that certain waterline easement located within a portion of Section 6, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Summary: The waterline within the Costco parcel located at Verrado Way and Roosevelt Street is being relocated within the site limits. This request is to abandon the original granted waterline easement location and record a new easement location. Upon Council's approval of the easement-abandonment, both the new easement and easement-abandonment will be recorded in sequence.

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

***4.C** Council to take action on Resolution No. 75-24 repealing Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-2, Public Street Lights, of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures, Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-1, Street Lighting; and approving and adopting the same by reference.

Summary: Staff is recommending updates to the City of Buckeye Engineering Design Standards, to repeal the current Grading and Drainage standards in the Stormwater Management chapter, and replace with updated Grading and Drainage standards, to repeal the current street light standards and replace with updated street light standards, as well as adopt new Addressing Procedures. The proposed updates to the City's Engineering Design Standards establish criteria for standardizing procedures for addressing, and provide guidance and standards for designing and constructing grading and drainage improvements, as well as street lighting within the City of Buckeye. The Design Standards provide direction for all landowners, developers, engineers, and contractors that will be designing and constructing development projects within the City. The recommended updates provide established standards for the design and construction of development projects within the City, provides the development community with written City policy and standards to ensure projects follow the City's requirements, and reduces the review time of City employees when reviewing submittals.

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

***4.D** Council to take action on Task Order No. 3 to the On-Call Consulting Contract (No. 2022003A.43) for Engineering and Architectural Services between the City of Buckeye, an Arizona municipal corporation, and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, related to on-site building inspections; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

Summary: The Development Services Department is requesting funds through this Task Order

No. 3 to keep up with the current demand for Building Inspection Services. Brown & Associates Certified Inspection Service, Inc. will provide assistance with Building Inspections. The total amount to be paid under this Task Order will not exceed $200,000.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 692-7616

***4.E** Council to take action to (a) approve the Buckeye Water Conservation & Drainage District (BWCDD) October 16, 2024, Invoice 2149-7, in an amount not to exceed $1,157,930.81 for the relocation and construction of Lateral 24 over the BWCDD Canal in connection with Project BWC-2149 Phase 2; (b) authorize the City Manager to execute acceptance of Project BWC-2149 Cost Estimate Letter and related payment of Invoice 2149-7; and (c) authorize and direct the City Manager, the City Attorney, and the City Clerk to execute any and all documents and any other necessary or desirable instruments connected with Project BWC-2149 Phase 2.
Summary: The relocation of Lateral 24 has been designed, reviewed and ready for construction. The reason Lateral 24 needs t be relocated is to make way for the construction of Rooks Road and the Buckeye Water Conservation & Drainage District (BWCDD) Bridge over the BWCDD canal. BWCDD's invoice to perform this scope of work is in an amount not to exceed $1,157,930.81, as described in BWCDD's Cost Estimate Letter. The funds for this work are under Capital Improvement Project (CIP) No. 105660 and this scope is within budget.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***4.F** Council to take action on the Professional Services Agreement (PSA) Contract No. 2024187 between the City of Buckeye, an Arizona municipal corporation, and Y2K Engineering, LLC, an Arizona limited liability company, to implement the Safe Streets for All (SS4A) grant award safety project; and authorize the City Manager to execute the Agreement on behalf of the City of Buckeye.
Summary: The PSA is designed to implement the Safe Streets for All grant the City was previously awarded. Buckeye was awarded this grant to identify the needs of its residents and to develop the City's Transportation Safety Plan (TSP) that aligns with Buckeye's vision. The PSA will create the TSP, which will help Buckeye improve roadway safety for all users, aiming to reduce serious injuries and fatalities, and focuses on developing, refining, and implementing comprehensive safety action plans for our residents. The City was awarded a total of $600,000 by the U.S. Department of Transportation and the City agrees to the reimbursement grant with 80 percent grant funds and a 20 percent local match of $150,000, for a total amount not to exceed $750,000.
Staff Liaison: John Willett, Acting Director of Engineering, jwillett@buckeyeaz.gov, (623) 349-6282

***4.G** City Council to take action on the approval, acceptance, and execution of a $150,000 grant award Agreement between the State of Arizona through the Department of Public Safety and the City of Buckeye for Law Enforcement Recruitment and Retention Initiatives Funding; authorize the City Manager to execute and deliver said Agreement; and authorize and direct the City Manager, City Attorney, and City Clerk to execute any and all documents and any other necessary or desirable instruments connected with the Law Enforcement Recruitment and Retention Initiatives Funding grant award, and to take all steps necessary to carry out the purpose and intent of the Agreement.
Summary: The Law Enforcement Recruitment and Retention Initiatives Funding through the State of Arizona through the Department of Public Safety has awarded a grant to the City of Buckeye in

the amount of $150,000 (Grant Funds) for the utilization of law enforcement recruitment and retention services and software. The services and software will offer performance coaching services, data analysis, employee performance measurement, and recruitment audit and training programs for recruiters. There is no anticipated financial impact on the City of Buckeye.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.H** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025229) between the City of Buckeye, an Arizona municipal corporation, and The Sutphen Corporation, an Ohio corporation, for the purchase and outfit of three heavy-duty rescue pumpers (fire trucks); and authorizing the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye.
Summary: A stock fire pumper unit has been selected to expediate the receipt of the new replacement fire pumper truck, which should arrive in approximately April 2025. The Fire Department is also seeking to order two additional fire pumpers for future fire stations contemplated for construction in Floreo at Teravalis and Victory at Verrado. Custom apparatus orders are still ranging from 30 to 36 months to complete and, without this order, the City would not have any fire pumper apparatus completed to deploy to the Floreo and Victory fire stations in 2027. City Council previously approved funds in the Fiscal Year 2024-2025 budget to replace the aging 2015 Sutphen pumper truck and the two additional fire pumper apparatus will be funded from either, or both, the Fire Department account and/or the 6020 Fire Impact Fees Fund Contingency Account to the General Fund. The total not to exceed amount under this CCPA is $3,224,502.15.
Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800

***4.I** Council to take action on the October 15, 2024 Special Council Meeting and Council Executive Session Minutes, October 15, 2024 Regular Council Meeting Minutes, and November 5, 2024 Special Council Meeting and Council Executive Session Minutes.
Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Continued / Tabled Public Hearings
No action will be taken on the items listed in this section. Details of the continuance are reflected in the item descriptions.

5.A **No action will be taken on this item.** This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Resolution No. 68-24 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.
Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving

commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. This item was continued by the request of the applicant at the November 5, 2024 Council Meeting.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

5.B **No action will be taken on this item.** This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Ordinance No. 26-24 amending the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).
Summary: William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas. The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts.
A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the property's current Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved. This item was continued at the request of the applicant at the November 5, 2024 Council meeting.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

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

6.A Council to hold a public hearing and take action on Ordinance No. 28-24 amending the Zoning Map of the City of Buckeye for approximately 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street from Planned Residential (PR) to Planned Area Development (PAD).
Summary: Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer PLLC, on behalf of property owner Banner Health and developers Eisenberg Company and Alliance Residential, is requesting approval of a rezone of 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a horizontal mixed-use project consisting of separate but integrated retail and multi-family residential components. The proposed PAD divides the property into a commercial subarea and residential

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

6.B Council to hold a public hearing and take action on Resolution No. 73-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Kell Park Revitalization project; authorizing the City Manager to execute and deliver all necessary documents for the grant application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.

Summary: Staff is requesting approval to submit an application to be considered in the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) grant cycle. The application for the Kell Park Revitalization project requests reimbursement of $650,000 for certain construction costs for the Kell Park Revitalization. The total project cost is estimated at $1.5 million dollars; expenditure of funds for this project is contingent upon the City being awarded the CDBG grant. The proposed project includes improvements to Kell Park located in Downtown Buckeye adjacent to the Downtown Library. The application for the Kell Park Revitalization requests grant fund reimbursement of $650,000 (partial construction and partial design). The remaining design, engineering and construction costs, including the permits, escalation, and contingency, are estimated to be budgeted through the General Fund in the amount of $850,000.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov (623) 349-6220

6.C Council to hold a public hearing and take action on Resolution No. 74-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Downtown Alley Improvements project; authorizing the City Manager execute and deliver all necessary documents for the Grant Application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.

Summary: Staff is requesting approval to submit an application to be considered in the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) cycle. The application for the Downtown Alley Improvements project will ask for reimbursement of $650,000 for construction costs only. The total project cost is estimated at $650,000. Expenditure of funds for this project is contingent upon the City being awarded the CDBG funds. The application for this project will ask for reimbursement of $650,000 or construction costs only. The design/engineering plans, and permits, are estimated to be budgeted through the General Fund in the amount of $650,000.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220

6.D Council to take action on Resolution No. 77-24 adopting the Land Use Assumptions and Infrastructure Improvements Plan and adopting a Notice of Intent to Assess Development Fees in Compliance with State Law.

Summary: The City contracted with TischlerBise to document Land Use Assumptions (LUA), prepare the Infrastructure Improvements Plan (IIP), and update development fees within the Buckeye Service Area. Municipalities in Arizona may assess development fees to offset

infrastructure costs for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. Development fees are one-time payments used to construct system improvements needed to accommodate new development. This update of Buckeye's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services: fire facilities, library facilities, parks and recreational facilities, police facilities, street facilities, water facilities and waste water facilities. If adopted, the LUA and IIP will set the service standard that will drive the necessary fees to be included in the Public Notice of Intention to Assess Fee and the new Impact Fees will go into effect May 5, 2025.
Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

6.E Council to take action on the Professional Services Agreement (PSA) (Contract No. 2024135) between the City of Buckeye, an Arizona municipal corporation, and Allied Waste Transportation, Inc., a Delaware corporation, dba Republic Services of Phoenix, for solid waste collection services; and authorize City Manager to execute and deliver said PSA on behalf of the City of Buckeye.
Summary: Staff is requesting Council approve a seven-year contract with Allied Waste Transportation, effective December 1, 2024, to December 1, 2031, to provide trash, recycle and bulky trash collection for all single-family residential homes within Buckeye. The renewed and updated programs allow for convenient same-day collection of trash and recycling, reducing the number of days per week in which commercial vehicles are operating on City streets. Scheduled bulky trash puts the resident in charge of their bulky material collection dates.
Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800

6.F Council to take action on Resolution No. 78-24 establishing a policy and process for reviewing and adjusting City Council salaries, stipends, and allowances.
Summary: The last salary adjustment to Mayor and Council salaries occurred in 2005. The passage of nearly twenty years since the last salary adjustment has resulted in an increasing disparity between the current salaries of the Buckeye City Council and the salaries of City Councils of comparable valley cities. Comparable cities would include those municipalities within the Phoenix-metropolitan area, generally with a population greater than 90,000 people based on the most recent census data available. Given the City of Buckeye's growth and increased population it is desired that City Council salaries remain in-line with comparable valley cities to recognize the demands of public office. This action will establish and implement an administrative process to annually review, budget for and adjust council salaries, stipends and allowances.
Staff Liaison: Doug Sandstrom, Deputy City Manager, dsandstrom@buckeyeaz.gov, (623) 349-6993

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

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

9. Proposals for Future Agenda Items

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

10. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.A. WR - James, Cooke & Hobson, Inc. CCPA Change Order #2
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2023134) between the City of Buckeye, an Arizona municipal corporation, and James, Cooke & Hobson, Inc., a Texas Corporation; and authorize the City Manager to execute said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Water Resources Department purchases from JCH vital equipment and parts for the maintenance, repair, and replacement of wastewater treatment infrastructure. Following new procurement rules and practices, the existing CCPA for JCH has been amended by this Change Order #2 to reflect the Department's total purchasing needs for the new term of the contract. As such, Change Order #2 increases the not to exceed (NTE) contract amount from $245,000 to $895,000. The term of the CCPA is also extended under Change Order #2 from August 31, 2024 to a new expiration date of August 31,2025. This change order includes the purchases of significant infrastructure, including a new influent pump, two reuse pumps, and new UV effluent disinfection bulbs.

BENEFITS:
Maintaining proper and healthy operations of the city's wastewater infrastructure and equipment.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
The NTE of $895,000 for this contract covers the department's purchasing needs for this vendor from now to August 31, 2025.

CURRENT FISCAL YEAR TOTAL COST:

40013229-520543 = $250,000

40013229-542030 = $625,000

40003232-521526 = $10,000

40013232-521526 = $10,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40013229-520543 = $250,000; 40013229-542030 = $625,000; 40003232-521526 = $10,000; 40013232-521526 = $10,000

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4A CO2 to CCPA No. 2023134 with James Cooke and Hobson.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
JAMES, COOKE & HOBSON, INC
Contract No. 2023134

CHANGE ORDER # 2

THIS CHANGE ORDER # 2 (this "Change Order") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City") and James, Cooke & Hobson, Inc, a Texas Corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2023134 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

CONTRACT CHANGES:

1. Term, is amended by extending the Contract end date to August 31, 2025.

2. Contract Price, is amended by increasing the not-to-exceed amount from $245,000.00 to $895,000.00.

3. **New Section** Clickwrap Terms Excluded. In the event the Contract'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 this Contract.

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

The original Contract term end-date was August 31, 2023.

The amended Contract term end-date at the time of this Change Order was August 31, 2024.

The amended Contract term end-date after this Change Order is and shall be August 31, 2025.

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

The original Contract Price was not-to-exceed (NTE) $100,000.00.
The amended Contract Price after this Change Order is NTE $245,000.00.
The amended Contract Price after this Change Order is and shall be NTE $895,000.00.

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

ADDITIONAL PROVISIONS:

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

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

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

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

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

JAMES, COOKE & HOBSON INC.
a Texas corporation

By: Eric J. Loring

Its: Vice President

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

(REV. 05.15.2024) (smf)

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

(REV. 05.15.2024) (smf)

Attachment "1"

Selected Pages/Portions of Contract

DocuSign Envelope ID: 1FE0A572-B24B-47E5-970D-D04D911CDE4B

City Clerk Document No. _____

City Council Meeting Date: August 17, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and James, Cooke & Hobson, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made September 26, 2023.

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for water and wastewater equipment maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2021, through August 31, 2023, with the option of up to two additional two-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water and wastewater equipment maintenance and repair services in an amount not to exceed $12,570,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 to extend the Agreement for two years.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a two-year period September 1, 2023, through August 31, 2025.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $12,570,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: Kevin Hartke

Its: Mayor

FOR THE CONTRACTOR

By: Jim Feickert

Its: Its Salesman

APPROVED AS TO FORM:

By: Daniel L Brown for

City Attorney

DMB

ATTEST:

By: Dana R. DiLong

City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN
THE CITY OF BUCKEYE
AND
JAMES, COOKE & HOBSON, INC
Contract No. 2023134

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of November 22, 2023 between the City of Buckeye, an Arizona municipal corporation (the "City") and James, Cooke & Hobson, Inc, a Texas Corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2023134 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

Contract Changes:

1. Term, is amended by extending the Contract end date to August 31, 2024.

2. Contract Price, is amended by increasing the not-to-exceed amount from $100,000.00 to $245,000.00.

Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order. This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, James, Cooke & Hobson, Inc certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The original Contract Price was not-to-exceed (NTE) $100,000.00.
The amended Contract Price after this Change Order is NTE $245,000.00.

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

JAMES, COOKE & HOBSON INC.
a Texas corporation

By: Eric J. Loring, PE

Its: Vice President

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAa5anlsnPmq1d2EQ2L5IMCEep4r6dOFzz

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
JAMES, COOKE & HOBSON, INC

WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CONTRACT NO. 2023134

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of Jan 19, 2023 between the City of Buckeye, an Arizona municipal corporation (the "City"), and James, Cooke & Hobson, Inc, a Texas Corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A and incorporated herein by reference and Contractor entered into Contract No. PW2-936-4357, dated September 3, 2021 (such contract and subsequent amendments thereto herein referred to as the "City of Chandler Contract"), which is attached hereto as Exhibit A and incorporated herein by reference); and

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

WHEREAS, the Contractor has made a quote #12/13/22-30JWF to the City, which is attached hereto as Exhibit B and incorporated herein by reference (the "Proposal"); and

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

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Chandler Contract, save that references therein to City of Chandler 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 City of Chandler contract unless such term is modified or extended pursuant to the terms of the City of Chandler Contract. Payments to the Contractor shall be calculated in accordance with the quote #12/13/22-30JWF, which is attached hereto as part of Exhibit B, in a total amount not to exceed $100,000.00

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

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

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

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

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

CONTRACTOR

James, Cooke & Hobson, Inc
a Texas corporation

By: James W Feickert

Its: Its Salesman

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAvVdUh5FGyCJZf8LjfTLxRcNQRe_Cd-O8

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.B. DS - Resolution No. 76-24 - City Abandonment of Waterline Easement (Costco)
DATE PREPARED: 11/14/24	**DISTRICT NO.:** 5
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 76-24 approving the abandonment in its entirety of that certain waterline easement located within a portion of Section 6, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SUMMARY

PROJECT DESCRIPTION:
The waterline within the Costco parcel located at Verrado Way and Roosevelt Street is being relocated within the site limits. This request is to abandon the original granted waterline easement location and record a new easement location. Upon Council's approval of the easement-abandonment, both the new easement and easement-abandonment will be recorded in sequence.

BENEFITS:
The abandonment of the existing easement will allow the location to be corrected to support the actual waterline location.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
None

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
FOR REFERENCE ONLY - Waterline Easement - Costco.pdf
Buckeye Costco Water Easement Abandonment Exhibit 6-7-23.pdf
Resolution 76-24 - Costco Waterline Easement Abandonment VS 11.07.2024.pdf

WHEN RECORDED MAIL TO:

City Clerk
City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326

For Reference Only

PUBLIC WATERLINE EASEMENT

GRANTOR:

Costco Wholesale, Inc.
999 Lake Drive
Issaquah, WA 98027

GRANTEE:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE**, its successors and assigns, a perpetual non-exclusive easement described herein for waterline purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove underground water distribution and delivery lines and other related facilities ("**waterline facilities**") in and under a portion of the following described real property situated within Maricopa County, Arizona, as more fully described in the attached Exhibit A (the "Property"), which portion is described on Exhibit B-1 and depicted on Exhibit B-2 attached hereto (such portion, the "Easement Area").

The **GRANTEE** shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair, replace and remove such waterline facilities, including the right to increase or decrease the size of the lines, together with the right of ingress and egress to and from said easement and waterline facilities over those portions of the Property that are reasonably necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, and the right to remove trees, and to use as much of the surface of the Easement Area as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the waterline facilities, either in whole or in part, at the will of **GRANTEE**. Such facilities may require maintenance and/or repair at any time, day or night. Notwithstanding anything to the contrary herein, any repair or maintenance work and other work relating to the waterline facilities may not be performed without providing Grantor with not less than 48-hours prior written notice, and except in the case of an emergency, shall not be performed during the period between October 1st and January 31st of each year.

To have and to hold said easement, servitude and privileges unto the **GRANTEE**, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the **GRANTOR** shall have full use of the property that is subject to said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which materially interfere with the enjoyment by **GRANTEE** of the rights and servitude

herein conveyed to it, and provided always that (i) no building or permanent structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by **GRANTOR** or the successors or assigns of **GRANTOR**, (ii) unless otherwise agreed or consented to by Grantee, no other pipes or conduits shall be placed within the premises subject to said easement granted herein, except pipes crossing Grantee's waterline facilities at right angles, in which case a minimum vertical distance of two (2) feet (as measured from the closest points on the outside edges) shall be maintained between Grantee's waterline facilities and such other pipes or conduits, and (iii) that the grade over any buried facilities shall not be changed by **GRANTOR** or the successors or assigns of **GRANTOR** without the prior written consent of the **GRANTEE**. Unless **GRANTOR** expressly consents in writing otherwise, any and all sewer pipes crossing the easement granted herein shall be laid below **GRANTEE**'s waterline facilities. The rights and obligations of **GRANTEE** shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

For Reference

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the waterline facilities and **GRANTOR** shall have no responsibility or liability in such construction, operation, maintenance or repair. **GRANTEE** shall indemnify and hold **GRANTOR** harmless from all injuries and damages arising from **GRANTEE'S** use of the easement area. **GRANTEE** shall return the property to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement, and if **GRANTEE** fails to perform any restoration work, GRANTOR shall have the right to do so at **GRANTEE**"s cost. **GRANTEE** shall perform all work in accordance with applicable legal requirements and best utility standards. The easement granted herein is subject to all matters, and is on an "as-is" basis.

This Public Waterline Easement constitutes a perpetual covenant running with the land for the benefit of the **GRANTEE**, its successors and assigns.

CAUTION: The above-described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) prior to excavation.

IN WITNESS WHEREOF, **COSTCO WHOLESALE**, a Washington Corporation, has caused its name to be executed by its duly authorized representative(s) this 1st day of August, 2024.

[signatures on following pages]

For Reference

GRANTOR:

COSTCO WHOLESALE, a Washington Corporation

By Gail E. Tsuboi

Its VP/Assistant Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing Public Waterline Easement was acknowledged before me this 1st day of August, 2024, by, Gail E. Tsuboi acting as VP/ASSISTANT SECRETARY, for **COSTCO WHOLESALE**, a Washington Corporation, in its capacity as VP/Assistant Secretary, who executed the foregoing instrument for the purposes therein contained.

Notary Public

HAEJIN LEE MATTSEN
COMMISSION EXPIRES
NOTARY
22033817
PUBLIC
8-30-26
STATE OF WASHINGTON

For Reference

GRANTEE:

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Public Waterline Easement was acknowledged before me this ____ day of _____ , 2024, by Dan Cotterman, the City Manager of the CITY OF BUCKEYE, Arizona, an Arizona municipal corporation, on behalf of the City.

_____
Notary Public

For Reference

EXHIBIT "A"
TO
PUBLIC WATERLINE EASEMENT

For Reference

EXHIBIT "A"
(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 1, OF A RE-PLAT FOR "BUCKEYE PARKWAY CENTER", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1698 OF MAPS, PAGE 46.

EXHIBIT "B-1"
TO
PUBLIC WATERLINE EASEMENT

For Reference

WATER EASEMENT DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED ON THE FINAL PLAT FOR "BUCKEYE PARKWAY CENTER", RECORDED IN BOOK 948, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF PARCEL 9 OF SAID FINAL PLAT;

THENCE SOUTH 28°30'59" EAST, ALONG THE EASTERLY PROPERTY LINE OF SAID PARCEL 9, A DISTANCE OF 41.35 FEET TO A POINT ON THE NORTH LINE OF A WATER EASEMENT RECORDED ON SAID FINAL PLAT;

THENCE NORTH 38°59'01" EAST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 7.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 63°37'28" EAST, A DISTANCE OF 168.18 FEET;

THENCE NORTH 26°22'32" WEST, A DISTANCE OF 6.62 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 25.02 FEET;

THENCE SOUTH 26°22'32" EAST, A DISTANCE OF 7.55 FEET;

THENCE NORTH 63°37'28" EAST, A DISTANCE OF 172.13 FEET;

THENCE NORTH 26°22'32" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 63°37'28" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 26°22'32" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 63°37'28" EAST, A DISTANCE OF 245.84 FEET;

THENCE NORTH 16°29'05" EAST, A DISTANCE OF 3.18 FEET;

THENCE SOUTH 39°57'06" EAST, A DISTANCE OF 22.97 FEET;

THENCE SOUTH 63°37'28" WEST, A DISTANCE OF 639.34 FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
RONNIE E.
DORSEY
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24

THENCE NORTH 38°41'45" WEST, A DISTANCE OF 20.47 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 13212.44 SQUARE FEET OR 0.3000 ACRES OF LAND MORE OR LESS

SEE ATTACHED EXHIBIT "A" BY THE REFERENCE MADE A PART HERETO.

SUNRISE ENGINEERING
2045 SOUTH VINEYARD, SUITE 101
MESA, ARIZONA 85210
TEL 480.768.8600
www.sunrise-eng.com

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For Reference

EXHIBIT "B-2"
TO
PUBLIC WATERLINE EASEMENT

For Reference

EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
RONNIE E.
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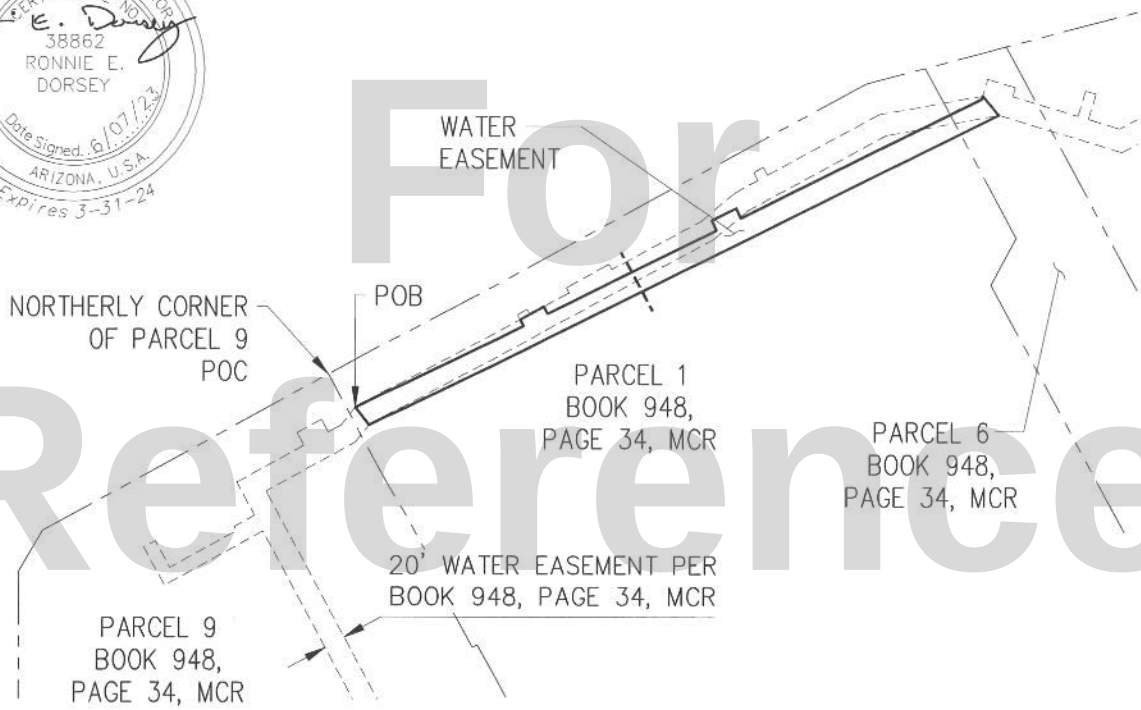
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24



For Reference

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S28°30'59"E	41.35'
L2	N38°59'01"E	7.88'
L3	N26°22'32"W	6.62'
L4	N61°29'04"E	25.02'
L5	S26°22'32"E	7.55'
L6	N26°22'32"W	10.00'
L7	N63°37'28"E	25.00'
L8	S26°22'32"E	10.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	N16°29'05"E	3.18'
L10	S39°57'06"E	22.97'
L11	N38°41'45"W	20.47'

LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT
- EASEMENT LINE
- PROPERTY LINE
- MATCHLINE

NORTH

NOT TO SCALE

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www.sunrise-eng.com

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EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
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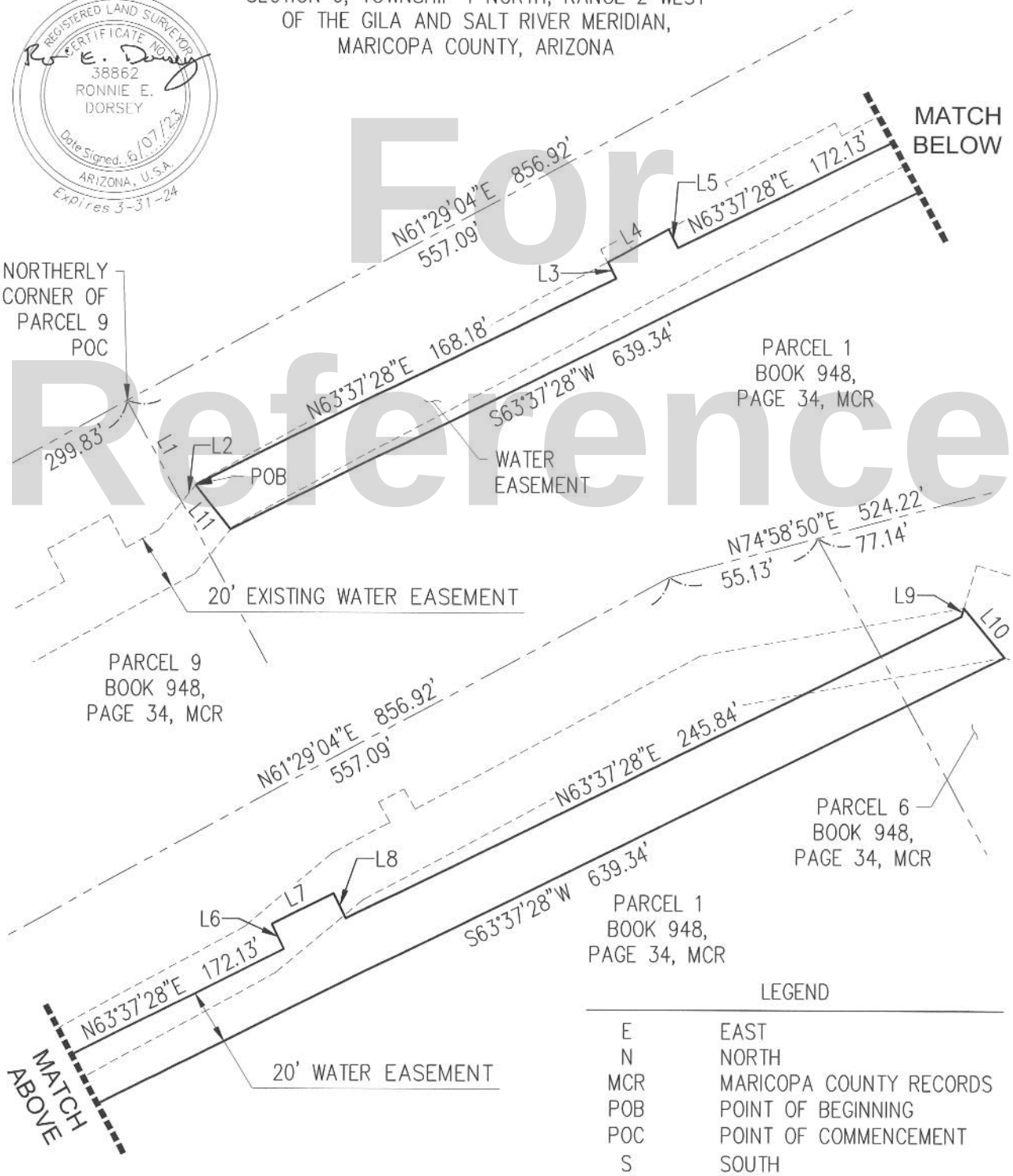
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24



LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT
- EASEMENT LINE
- PROPERTY LINE
- MATCHLINE

NORTH

SCALE
0 50' 100'
HORIZ: 1" = 50'

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SHEET 3 OF 3

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For Reference

WATER EASEMENT ABANDONMENT DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED ON THE FINAL PLAT FOR "BUCKEYE PARKWAY CENTER", RECORDED IN BOOK 948, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF PARCEL 9 OF SAID FINAL PLAT;

THENCE SOUTH 28°30'59" EAST, ALONG THE EASTERLY PROPERTY LINE OF SAID PARCEL 9, A DISTANCE OF 41.35 FEET TO A POINT ON THE NORTH LINE OF A WATER EASEMENT RECORDED ON SAID FINAL PLAT;

THENCE NORTH 38°59'01" EAST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 7.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 38°59'01" EAST, A DISTANCE OF 0.87 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 167.33 FEET;

THENCE NORTH 28°30'59" WEST, A DISTANCE OF 5.26 FEET;

THENCE NORTH 61°29'01" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 28°30'59" EAST, A DISTANCE OF 5.26 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 41.17 FEET;

THENCE NORTH 28°30'59" WEST, A DISTANCE OF 5.27 FEET;

THENCE NORTH 61°29'01" EAST, A DISTANCE OF 44.71 FEET;

THENCE SOUTH 28°30'59" EAST, A DISTANCE OF 5.27 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 92.47 FEET;

THENCE NORTH 50°13'51" EAST, A DISTANCE OF 40.99 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 23.43 FEET;

THENCE NORTH 28°31'03" WEST, A DISTANCE OF 8.26 FEET

THENCE NORTH 61°28'57" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 28°31'03" EAST, A DISTANCE OF 8.26 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 116.15 FEET;

THENCE NORTH 79°30'51" EAST, A DISTANCE OF 96.42 FEET;

THENCE SOUTH 39°57'06" EAST, A DISTANCE OF 22.97 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
RONNIE E.
DORSEY
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24

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WATER EASEMENT ABANDONMENT DESCRIPTION:

THENCE SOUTH 79°30'51" WEST, A DISTANCE OF 104.55 FEET;

THENCE SOUTH 61°29'04" WEST, A DISTANCE OF 144.44 FEET;

THENCE SOUTH 50°13'51" WEST, A DISTANCE OF 40.99 FEET;

THENCE SOUTH 61°29'04" WEST, A DISTANCE OF 353.67 FEET;

THENCE SOUTH 38°59'01" WEST, A DISTANCE OF 1.26 FEET;

THENCE NORTH 38°41'45" WEST, A DISTANCE OF 20.47 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 13255.48 SQUARE FEET OR 0.3000 ACRES OF LAND MORE OR LESS

SEE ATTACHED EXHIBIT "A" BY THE REFERENCE MADE A PART HERETO.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
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DORSEY
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Expires 3-31-24

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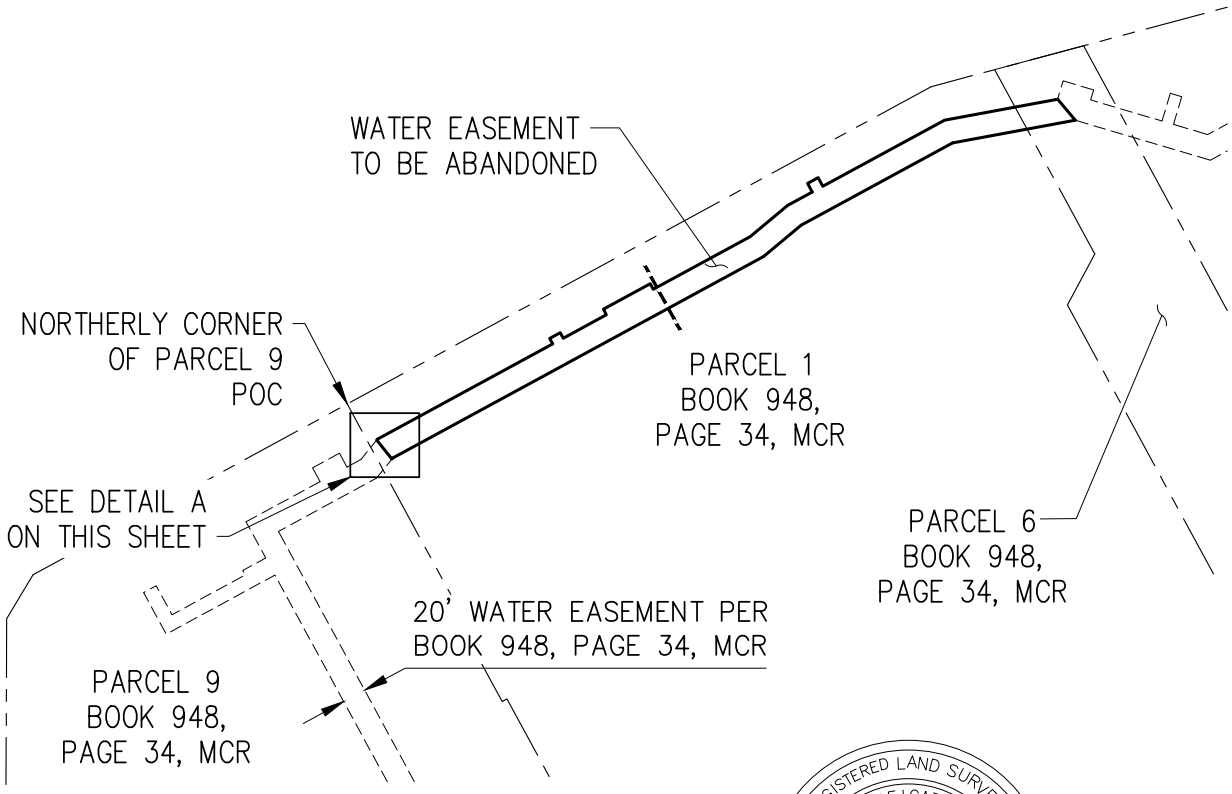
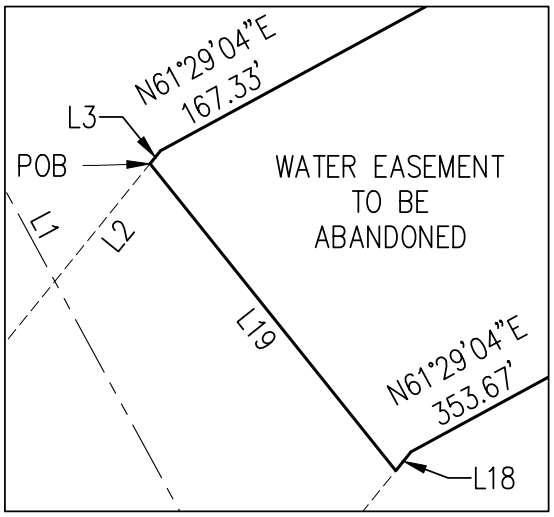
EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

NORTH

NOT TO SCALE





DETAIL A

NOT TO SCALE

REGISTERED LAND SURVEYOR
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ARIZONA, U.S.A.
Expires 3-31-24

LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT TO BE ABANDONED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- MATCHLINE

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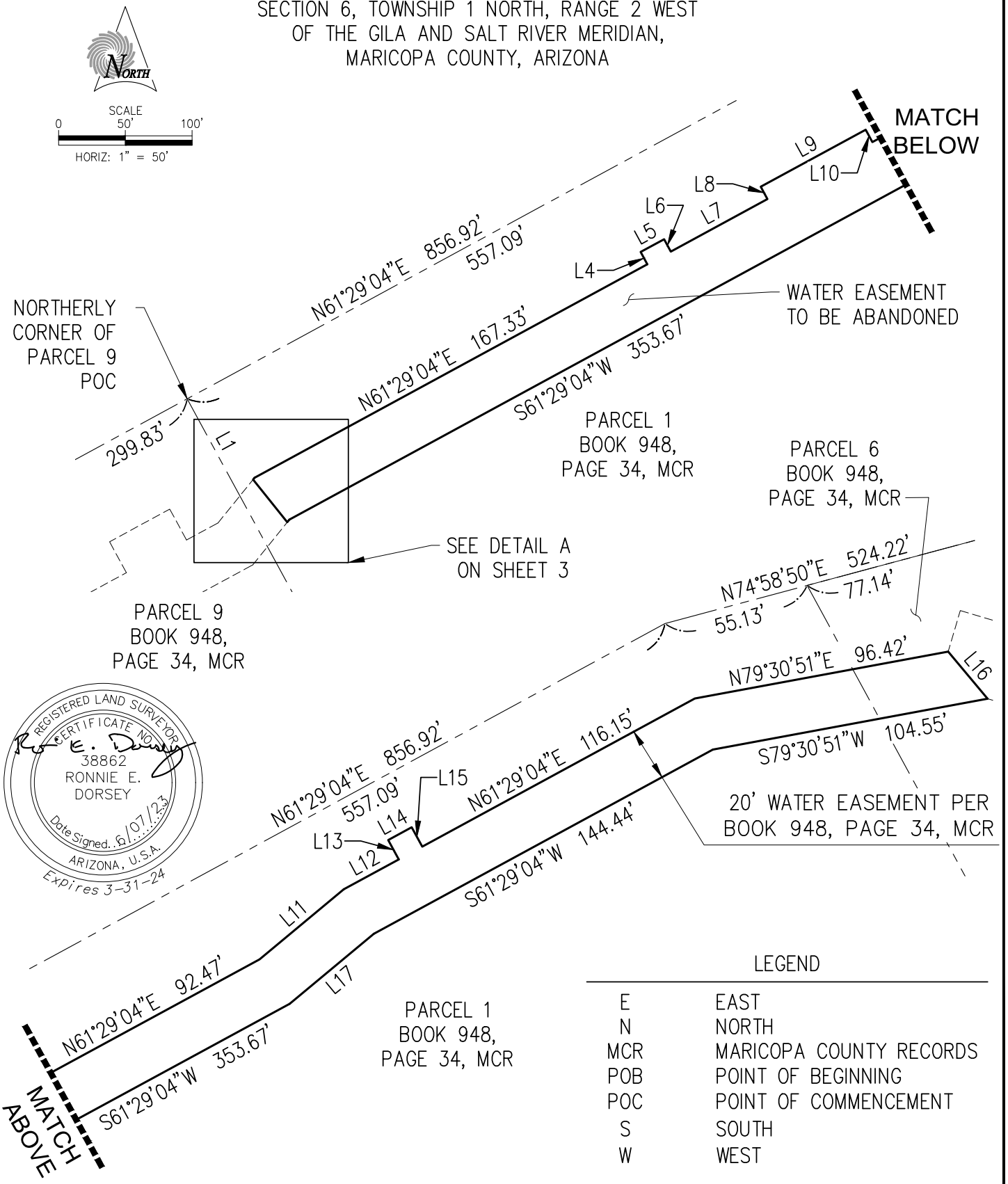
EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT TO BE ABANDONED
- EASEMENT LINE
- PROPERTY LINE
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EXHIBIT "A"
SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S28°30'59"E	41.35'
L2	N38°59'01"E	7.88'
L3	N38°59'01"E	0.87'
L4	N28°30'59"W	5.26'
L5	N61°29'01"E	10.00'
L6	S28°30'59"E	5.26'
L7	N61°29'04"E	41.17'
L8	N28°30'59"W	5.27'
L9	N61°29'01"E	44.71'
L10	S28°30'59"E	5.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	N50°13'51"E	40.99'
L12	N61°29'04"E	23.43'
L13	N28°31'03"W	8.26'
L14	N61°28'57"E	10.00'
L15	S28°31'03"E	8.26'
L16	S39°57'06"E	22.97'
L17	S50°13'51"W	40.99'
L18	S38°59'01"W	1.26'
L19	N38°41'45"W	20.47'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
RONNIE E.
DORSEY
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24

SUNRISE ENGINEERING
2045 SOUTH VINEYARD, SUITE 101
MESA, ARIZONA 85210
TEL 480.768.8600
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WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 76-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE ABANDONMENT IN ITS ENTIRETY OF THAT CERTAIN WATERLINE EASEMENT LOCATED WITHIN A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

WHEREAS, said waterline easement recorded at Book 948, Page 34, official records of Maricopa County, Arizona ("**Easement**"), is located on private property which currently is the site of an operational Costco Warehouse with a reputed street address of 1111 North Verrado Way; and

WHEREAS, the Easement does not serve property other than that which is privately owned; and

WHEREAS, the Easement, either in part or in whole, is not needed for the development of the property in accordance with the currently approved use of the property; and

WHEREAS, the City has determined that there is no public purpose in having said Easement.

BE IT RESOLVED by the Mayor and Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The City hereby shall and do abandon the waterline Easement located situated within the following described real property: See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

Section 3. The abandoned easement area will vest with the owner(s) of the property described in Exhibits "A" and "B".

Section 4. The Mayor, the City Manager, the City Attorney, and the City Clerk are hereby authorized and directed to execute any and all documents and any other necessary or

desirable instruments connected with the abandonment of the waterline Easement, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Exhibit A: Legal Description
Exhibit B: Map to Accompany Legal Description

Exhibit A
Legal Description

WATER EASEMENT ABANDONMENT DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED ON THE FINAL PLAT FOR "BUCKEYE PARKWAY CENTER", RECORDED IN BOOK 948, PAGE 34, MARICOPA COUNTY RECORDS, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF PARCEL 9 OF SAID FINAL PLAT;

THENCE SOUTH 28°30'59" EAST, ALONG THE EASTERLY PROPERTY LINE OF SAID PARCEL 9, A DISTANCE OF 41.35 FEET TO A POINT ON THE NORTH LINE OF A WATER EASEMENT RECORDED ON SAID FINAL PLAT;

THENCE NORTH 38°59'01" EAST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 7.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 38°59'01" EAST, A DISTANCE OF 0.87 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 167.33 FEET;

THENCE NORTH 28°30'59" WEST, A DISTANCE OF 5.26 FEET;

THENCE NORTH 61°29'01" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 28°30'59" EAST, A DISTANCE OF 5.26 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 41.17 FEET;

THENCE NORTH 28°30'59" WEST, A DISTANCE OF 5.27 FEET;

THENCE NORTH 61°29'01" EAST, A DISTANCE OF 44.71 FEET;

THENCE SOUTH 28°30'59" EAST, A DISTANCE OF 5.27 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 92.47 FEET;

THENCE NORTH 50°13'51" EAST, A DISTANCE OF 40.99 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 23.43 FEET;

THENCE NORTH 28°31'03" WEST, A DISTANCE OF 8.26 FEET

THENCE NORTH 61°28'57" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 28°31'03" EAST, A DISTANCE OF 8.26 FEET;

THENCE NORTH 61°29'04" EAST, A DISTANCE OF 116.15 FEET;

THENCE NORTH 79°30'51" EAST, A DISTANCE OF 96.42 FEET;

THENCE SOUTH 39°57'06" EAST, A DISTANCE OF 22.97 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38862
RONNIE E.
DORSEY
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24

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WATER EASEMENT ABANDONMENT DESCRIPTION:

THENCE SOUTH 79°30'51" WEST, A DISTANCE OF 104.55 FEET;

THENCE SOUTH 61°29'04" WEST, A DISTANCE OF 144.44 FEET;

THENCE SOUTH 50°13'51" WEST, A DISTANCE OF 40.99 FEET;

THENCE SOUTH 61°29'04" WEST, A DISTANCE OF 353.67 FEET;

THENCE SOUTH 38°59'01" WEST, A DISTANCE OF 1.26 FEET;

THENCE NORTH 38°41'45" WEST, A DISTANCE OF 20.47 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 13255.48 SQUARE FEET OR 0.3000 ACRES OF LAND MORE OR LESS

SEE ATTACHED EXHIBIT "A" BY THE REFERENCE MADE A PART HERETO.

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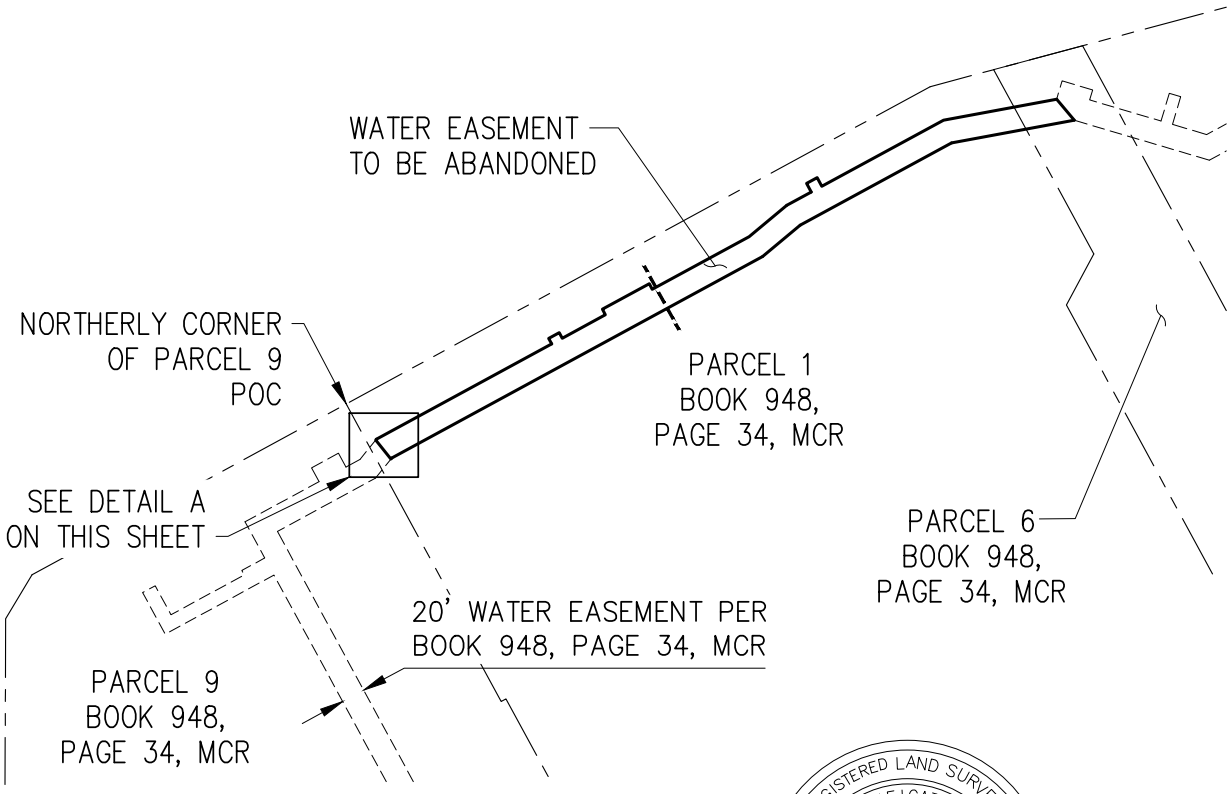
Exhibit B
Map to Accompany Legal Description

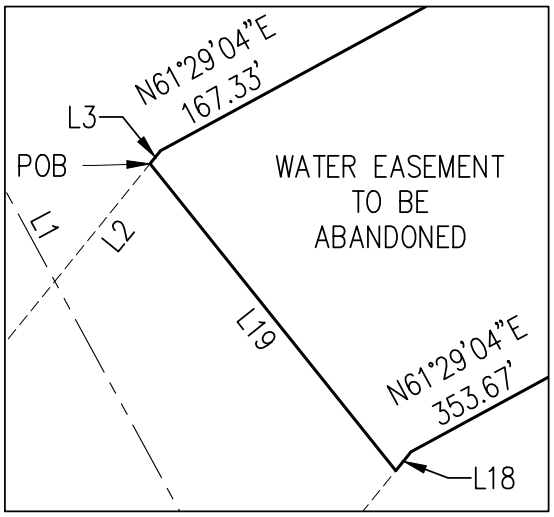
EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

NORTH

NOT TO SCALE





DETAIL A

NOT TO SCALE

REGISTERED LAND SURVEYOR
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RONNIE E.
DORSEY
Date Signed 6/07/23
ARIZONA, U.S.A.
Expires 3-31-24

LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT TO BE ABANDONED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- MATCHLINE

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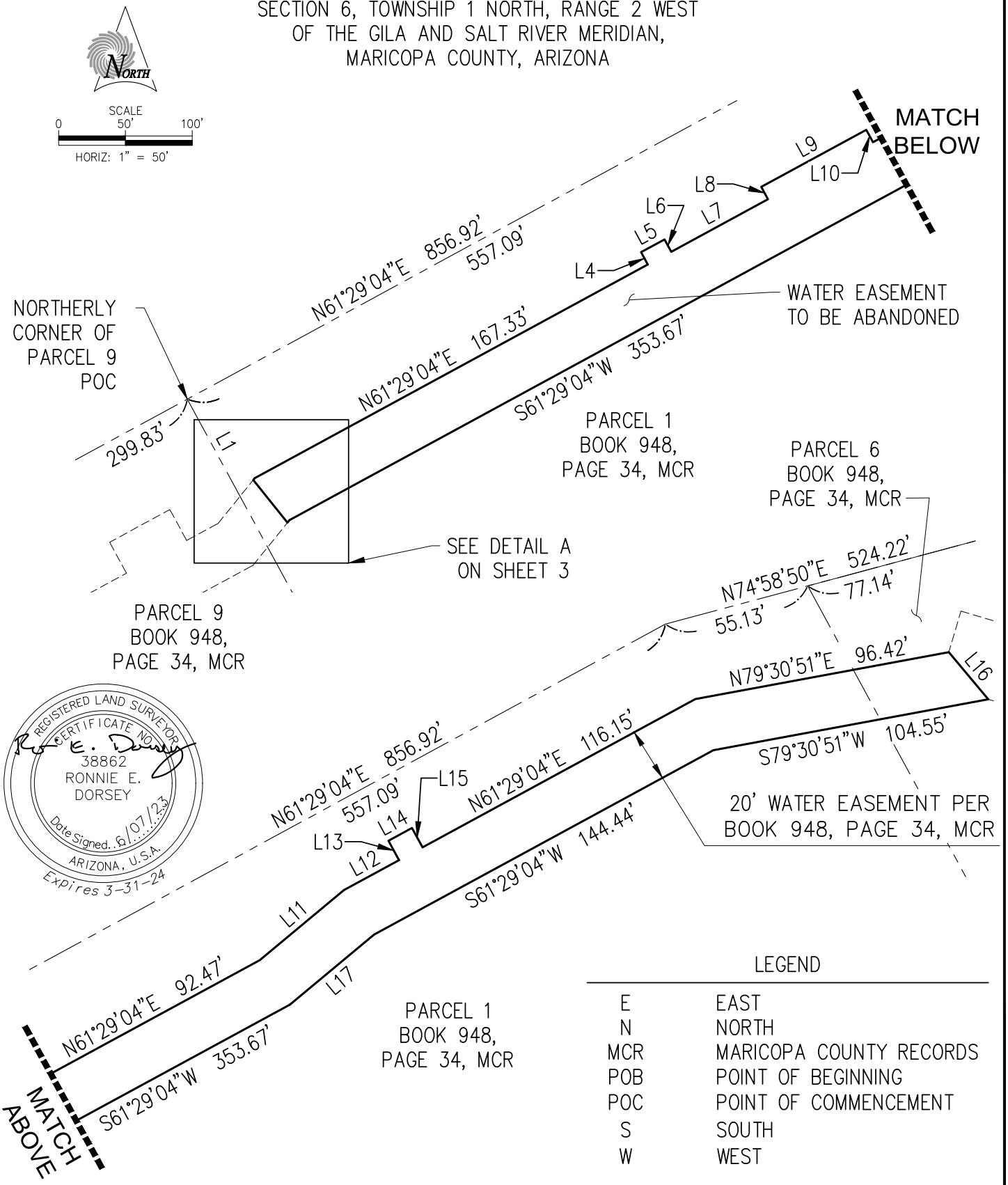
EXHIBIT "A"

SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



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LEGEND

E	EAST
N	NORTH
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
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S	SOUTH
W	WEST

LEGEND

- WATER EASEMENT TO BE ABANDONED
- EASEMENT LINE
- PROPERTY LINE
- MATCHLINE

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EXHIBIT "A"
SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S28°30'59"E	41.35'
L2	N38°59'01"E	7.88'
L3	N38°59'01"E	0.87'
L4	N28°30'59"W	5.26'
L5	N61°29'01"E	10.00'
L6	S28°30'59"E	5.26'
L7	N61°29'04"E	41.17'
L8	N28°30'59"W	5.27'
L9	N61°29'01"E	44.71'
L10	S28°30'59"E	5.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	N50°13'51"E	40.99'
L12	N61°29'04"E	23.43'
L13	N28°31'03"W	8.26'
L14	N61°28'57"E	10.00'
L15	S28°31'03"E	8.26'
L16	S39°57'06"E	22.97'
L17	S50°13'51"W	40.99'
L18	S38°59'01"W	1.26'
L19	N38°41'45"W	20.47'

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.C. DS- Resolution No. 75-24- Amendments to the City of Buckeye Engineering Design Standards
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 75-24 repealing Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-2, Public Street Lights, of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures, Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-1, Street Lighting; and approving and adopting the same by reference.

SUMMARY

PROJECT DESCRIPTION:

Chapter 23, Article 23-2, Section 23-2-1 requires the City Engineer to recommend for City Council adoption standard specifications, details and regulations regarding public works improvements. The City Engineer is recommending the approval of Resolution No. 75-24, to repeal the current Chapter 5, Section 5-1, Grading and Drainage, to repeal current Chapter 7, Section 7-2, to adopt new Chapter 2, Section 2-2, Addressing Procedures, and new Chapter 7, Section 7-1, Street Lighting. The uniform standards provide standard procedures for addressing, guidance and standards for designing and constructing drainage and grading improvements, as well as street lighting within the City of Buckeye. The Design Standards provide direction for all landowners, developers, engineers, and contractors that will be designing and constructing development projects within the City.

BENEFITS:
The recommended updates provide established standards for the design and construction of development projects within the City of Buckeye. Provides the development community with written City policy and standards to ensure projects follow the City's requirements. Reduces the review time of City employees when reviewing submittals

FUTURE ACTION:

.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Chapter 2 Section 2.2.pdf
Chapter 5 Section 5.1.pdf
Chapter 7 Section 7-1.pdf
Resolution No. 75-24.Eng.Standards.docx

BUCKEYE, AZ

CHAPTER 2: SURVEY AND MAPPING

SECTION 2: ADDRESSING PROCEDURES

Engineering Design Standards

City of Buckeye, Arizona

2024

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Section 2-2 – Addressing Procedures

This section of the Engineering Design Standards (EDS) are developed by the City of Buckeye (COB) to serve as a guiding document for engineers, developers, contractors, and building occupants involved in the application process for street names, addresses, and suites, with the overarching goal of facilitating a quick and easy location of properties for public safety, postal, and utility services.

The City Engineer is required, pursuant to Chapter 23, Article 23-2, of the City Code, to develop standards and details regarding public improvements to be constructed within the city. The standards, design criteria, and policy set forth in this section were developed and recommended by the City Engineer pursuant to Chapter 23, Article 23-2 and adopted by the City Council in Resolution No. 75-24.

Implementation: The requirements of this section shall become effective in accordance with City Code. The standards and requirements of this section shall apply to all new plans, including plans seeking a new City Engineer's signature or a re-approval from the City Engineer, submitted to the City following the effective date of City Council's adoption of the resolution approving the standards and requirements of this section.

Modification Authority: The City Engineer may approve variances to the requirements of this manual. Variance requests must be submitted in writing and include a justification for the variance requested. A copy of the City approved variance shall be included with the submittal of any plans or design reports to the City of Buckeye that incorporate the variance.

2-2 Addressing Procedures

2-2.000 General Information

2-2.001 Addressing Procedures Requirements

A. This section provides information on requirements for naming streets and designating addresses and suite numbers in the City of Buckeye and serves as a guiding document for developers, and building occupants applying for street names, addresses, and suite numbers.

B. The goal of the Standard is to ensure quick and easy location of properties for public safety, postal, and utility services by:

1. Creating standards for street naming
2. Creating standards for address numbering and assignment
3. Providing standards on the addressing process
4. Preventing duplicate street names and allowing only approved street suffixes

C. Primary consideration to the needs of emergency service providers must be given by the City when assigning/changing any address.

2-2.002 Definitions and Abbreviations

A. Address Technician – The City of Buckeye's designated representative.

B. Alignment – One east/west or north/south segment of the street grid.

C. Alias – The term used when an alignment has more than one street name approved within its entire length.

D. APN – Assessor's Parcel Number

E. Block – Incremental numbering system as shown in the Phoenix Street Atlas.

F. CMP – Community Master Plan

G. COB – City of Buckeye

H. Cul-De-Sac – A street that has only one access point and terminates with no outlet.

I. EDS – Engineering Design Standards

J. GIS – Geographic Information System

K. PLSS – Public Land Survey System

L. Pre-Plat – Preliminary Plat

M. Street – A defined area of physical property for use by the public to obtain vehicular access to another property. A street may be created through delineation in an approved subdivision, acceptance of a deed of dedication by City Council, recordation of a public access easement, or recordation of a private easement (as determined by the Address Technician).

N. Street, Circular – A Street designed on a curve, arc, full or part circle which encompasses more than 90 degrees (1/4 of a circle – all concave or all convex) of a circle and crosses 3 or more alignments.

O. Street, Diagonal – A Street which crosses at least 2 alignments in a straight line other than a grid street.

P. Street, Grid – A Street which is designed to follow either a north/south or east/west direction and is normally located within a single alignment.

Q. Street, Meandering – A Street which crosses at least 2 alignments not in a straight line.

R. Street, Private – A Street that is required to be maintained by a non-governmental jurisdiction.

S. Street, Public – A Street that is approved and accepted by a governmental jurisdiction.

T. USPS – United States Post Office

2-2.100 Addressing Process

2-2.101 General Address Information

A. All street names and addresses must be approved/assigned through the City. Any marketing materials distributed by developers with street names and addresses before City approval may be subject to change.

B. Addressing requests can be categorized as follows:

1. New residential subdivision addressing
2. New multi-family and build-to-rent addressing
3. Stand-alone commercial and residential addressing
4. Utility meters (Electric, Landscape, Water, Gas)
5. Suite number assignments for commercial buildings

2-2.102 New Residential Subdivision Addressing

A. Addressing for a new residential subdivision begins at civil construction document submittal and requires the approval of the Preliminary Plat (Pre-Plat) and Street Name Exhibit. New subdivision addressing begins with the review and approval of street names during the Pre-Plat process.

B. A Street Name Exhibit is submitted with the Pre-Plat to the Development Services Department by the Developer as part of the development review process.

1. The City Addressing Technician will review the submitted street names and grid alignment.
2. The Street Name Exhibit must include:
   a. Proposed street names. These should be assigned using the most current Phoenix Map Atlas.
   b. The correct address alignment number per the most current Phoenix Map Atlas.
   c. Plotted alignment lines at 100 block intervals.
   d. Ties to 2 PLSS Section Corners.
   e. A vicinity map.
   f. A North Arrow orientated to the top or right side of sheet and be scalable.
3. Any changes to the street name assignments must occur with City Addressing Technician approval before the Final Plat is recorded.
4. Once the Final Plat is recorded, any street name changes may only be approved on a case-by-case basis and will involve an affidavit of correction to the recorded final plat or re-plat to complete the process. The Developer must coordinate with the Address Technician for guidance on any street name revisions once a final plat is recorded.

C. Once the Street Name Exhibit and Pre-Plat are approved, the subdivision is ready for addressing. The Developer will submit a stand-alone Address Map including the approved street names and address grid alignment with the Civil Construction plans or Final Plat.

1. Address Map Submittal Checklist:
    a. City of Buckeye Sheet Border per COB EDS 1-1 Engineering Submittal Requirements.
    b. Approved Street Names (from Approved Street Name Exhibit).
    c. Approved Grid Alignment (from Approved Street Name Exhibit).
    d. Intersection sign locations marked on map with corresponding street sign table with block numbers. The alignment or block number for the north/south street will be printed on the east/west street sign blade. The alignment or block number for the east/west street will be printed on the north/south street sign blade.
    e. City of Buckeye Disclaimer & Approval Line.
    f. Landscape Meter/Power Pedestal locations.
    g. Scale back 4 blocks of approved addresses for all adjacent parcels.
    h. Ties to 2 PLSS Section Corners.
    i. Include a vicinity map.
    j. Include North Arrow and Scale on exhibit.
    k. The Addressing Technician will address all lots and utilities with appropriate numbers.

D. After the Address Map is approved, the client will submit an Address Map CAD file including all approved information in this format:
    1. All line work and annotation must be georeferenced to: "NAD_1983_HARN_STATEPLANE_ARIZONA_CENTRAL_FIPS_0202_FEET_INTL" with North facing up.
    2. PLSS Section lines should be included.
    3. No X-REFs.
    4. CAD drawings must be in model space.
    5. Include address numbers or unit numbers.

E. After the City receives the CAD file, the approved address map as well as the excel address list will be returned to the client.

F. Once the Address Map is approved, it will be sent to the GIS Division to go through the notification procedure.

2-2.103 Multi-family and Build-to-Rent Addressing

A. The property shall be assigned one site address based on the office location on the dedicated street on which the main entrance fronts. The office will carry the one address for the entire development.

1. The Addressing Technician, in coordination with GIS, will propose an address.
2. The proposed address will be given to the Fire Marshal for approval.
3. Once approved, it will be added to the Address Map.
4. The Addressing Technician will address all units with appropriate numbers.
5. The office will not be given a unit number.

B. After the Address Map is approved, the client will need to submit an Address Map CAD file including all approved information in this format:

1. All line work and annotation must be georeferenced to: "NAD_1983_HARN_STATEPLANE_ARIZONA_CENTRAL_FIPS_0202_FEET_INTL" with North facing up.
2. PLSS Section lines should be included.
3. No X-REFs.
4. CAD drawings must be in model space.
5. Include address numbers or unit numbers.
6. The site address along with the unit numbers will be added to GIS once the address map is approved and CAD file received.

2-2.104 Stand-alone Commercial and Residential Addressing

A. Stand-alone commercial and residential addressing will be assigned at site plan approval or building plan submittal. The final plat creating the commercial lot should be recorded and assigned an Assessor's Parcel Number (APN) before the City will issue an address.

B. Approved commercial, other non-subdivision, and subdivision addressing is given to the GIS Department, Maricopa County Assessor, Maricopa County Elections, Phoenix Fire/Maricopa 911 and United States Post Office.

2-2.105 Utility Meter Addressing (Electric, Landscape, Water, Gas)

A. Utility Meter addressing will be assigned on the address map if meters are already depicted. In cases where meters are not shown on the map, addresses will be assigned upon the submission of a permit requesting a meter installation. Either the Permit Technician handling the permit, or the customer may contact the Address Technician to obtain the required address. They will need to provide a copy of the plan showing the location of the meter needing the address.

B. Approved utility meter addresses are given to the City's GIS Division, Utility Billing, Permit Technicians, and the client requesting the address.

2-2.106 Suite Assignments for Commercial Buildings

A. Commercial addressing will be assigned at site plan approval or building plan submittal. The final plat creating the commercial lot should be recorded and assigned an APN before the City will issue an address.

B. Approved commercial, other non-subdivision, and subdivision addressing is given to the GIS Division, Maricopa County Assessor, Maricopa County Elections, Phoenix Fire/Maricopa 911 and United States Post Office.

2-2.200 <u>Street Names</u>

2-2.201 Naming Guidelines

A. Street names should be assigned using the most current Phoenix Map Atlas.

1. Street naming hierarchy to be utilized:
   a. 1st City of Phoenix names
   b. 2nd City of Buckeye names
   c. 3rd Unincorporated Maricopa County names
   d. 4th City of Goodyear names
   e. 5th City of Surprise names

2. All street suffixes shall match the street suffixes on the map atlas. Street suffixes running north/south shall be in this order (west of Central Ave).
   a. Avenue (Ave)
   b. Drive (Dr)
   c. Lane (Ln)
   d. Glen (Gln) (when needed)
   e. Dale (when needed)
   f. Court (Ct) (only in cases of dead-end roads)

2-2.202 General Requirements

A. Fire Lanes will not be named.

B. Alleys are unnamed access routes and will not be assigned a street name.

C. Only north/south streets shall be numbered streets.

D. Proposed street names should not conflict with already established major street names. (e.g., if there is an existing major street name close to proposed development APACHE RD, then APACHE ST etc. will not be allowed).

E. Only accepted street suffixes will be allowed. Accepted suffixes cannot be used in the NAME. (e.g., COYOTE PASS ROAD, MALL LOOP ROAD will not be acceptable).

F. Continuations of existing streets must maintain the existing name and suffix, except in cases approved by the City Engineer and Fire Marshal.

G. All names shall be simple to pronounce, spelled according to a standard dictionary and use the common spelling for a word.

H. Proposed names should not sound like or approximate the name of an existing street. Street names sounding alike or similar, or with similar spellings, are not to be used in the same vicinity.

I. Names cannot be homonyms or phonetically similar to existing names. (e.g., Marlin - Marlyn)

J. Cardinal directions cannot be used in the name. (e.g., NORTH ROAD)

K. No special characters or punctuations are allowed in street names. Only alphabetical symbols A through Z and blank spaces may be used in street names. (e.g., O'BRIEN LANE is not acceptable; OBRIEN LANE is acceptable)

L. Names cannot contain numbers or spelling of numbers. (e.g., THREE LANE)

M. Names cannot begin with articles. (a, an, the, or, of) (e.g., THE GRAND PARKWAY)

N. Names cannot contain initials, abbreviations, or single letters. (e.g., TJ LANE)

O. Names cannot exceed 28 characters, including spaces, due to limitations on street name signs. The street suffix does not count against this limit. (e.g., COPPER MOUNTAIN ROAD is 15 characters; CHIEF SPOTTED TAIL DRIVE is 18 characters)

P. Foreign language street names are often requested for new streets. The

purpose of these standards is to ensure proper usage and grammar when approving foreign language street names.

1. Foreign language street names may be approved only after review for correct grammar, spelling and usage.
2. Addressing Technician should require foreign language street name review by a qualified individual.
3. Foreign language street names may include multiple words including foreign language street types within the street name.
4. Foreign language street names are not required to include a street type as described in Section 3.2.4C in order to be considered complete. (e.g., 1255 N. CALLE BUENA VISTA)
5. Spaces between words of foreign language street names are counted as characters. All street names are limited to 28 characters. (e.g., CAMINO DE LA TIERRA)

Q. Any street name requests specifically commemorating living persons are not allowed.

R. Anytime a street makes a directional change of approximately ninety degrees, the street name will usually change.

S. Other names may be determined unacceptable by the GIS Division, Fire Department, USPS, or other city representative on a case-by-case basis.

2-2.203 Naming Guidelines for Cul-de-Sacs

A. A cul-de-sac that exists or is constructed at the end of an existing street right-of-way or alignment will assume the name of that street.

B. A cul-de-sac that is constructed within an extension of an existing street right-of-way or alignment that is not developed in its entirety will assume the name of that alignment of which it is an extension, as if it were dedicated and constructed.

C. When a cul-de-sac is dedicated/constructed and there is a dedicated/constructed cul-de-sac which is greater than five lots or exceeds 250′ on the opposite side of the original alignment, both segments will carry names other than that of the original alignment, with care taken that they are not on the extended alignment of an existing street farther away.

D. When two cul-de-sacs approach each other from opposite directions, each being greater than five lots, not to exceed 250' in length, and are in the same alignment, but do not join in any manner, they will assume the same street name, which will not be the same name as that of any street that they intersect.

2-2.204 Naming Guidelines for Curvilinear Streets

A. When a curved or arced street is involved, the street will assume the name of an existing street when the arced street is in alignment with the existing street. If no existing street alignment exists, then the arced street may assume a new name and any later extension that is in alignment with the arced street will assume the name of the established arced street.

B. A curved or arced street that leaves its alignment by not more than one block may retain the name of the original alignment.

C. A street that leaves its alignment to assume a new alignment shall assume a new thoroughfare name at the point where it leaves its original alignment if the original alignment could be extended at some later date.

D. A street that leaves its alignment to assume a new alignment shall assume a new name where it intersects its new alignment.

E. A street that leaves its basic alignment by more than one block and does not return to its original alignment shall assume a new name at the point where it leaves its alignment. An intersecting street that assumes the same alignment as the original thoroughfare may assume the original thoroughfare name.

F. A street that leaves its original alignment and returns to the same alignment, even if the variation is several blocks, shall retain the same street name.

2-2.205 Street Alignment Guidelines

A. The street names of existing mile and half-mile alignments are to remain fixed. Existing streets that have more than one established name are, as a rule, separated by natural or manmade physical barriers and will retain the present street name of each segment as the primary name of that segment.

B. When any mile or half-mile road is extended on the same alignment, whether adjacent or several miles away, the extension will carry the primary street name if the street lies within the metropolitan planning area.

C. A newly developed street will assume the name of the street on which it aligns. This applies to new streets located in undeveloped areas on the extended line of an existing street at any distance whether interrupted by natural or man-made barriers such as freeways, reservoirs, railroad tracks, mountains, etc.

D. At no time will another street name appear between offset street alignments with the same name.

2-2.206 Grid Streets

A. All grid streets shall be located within an alignment.

B. At the discretion of the Engineering Department, a grid street may cross 1 alignment without requiring a change of street name.

C. New aliases within an alignment shall not be created, except as previously allowed to be requested by a municipal government or as part of a CMP street name plan. Exceptions may be made for collector streets in a CMP.

2-2.207 Diagonal Streets

A. Generally, diagonal streets will be treated as either North/South or East/West streets if it is not a perfect diagonal. If it is an exact (meaning 45 degrees) diagonal, all jurisdictions to which the street is common should use consistent directional and numbering for the diagonal street.

B. If a street is a perfect diagonal for over a mile, it will be given a new name that does not currently exist in the Phoenix Atlas.

2-2.300 <u>Addresses</u>

2-2.301 Numbering Guidelines

A. Address Structure

1. Addresses are only provided on roads that have an approved street name.

2. Addresses are assigned off the public road or street from which driveway access is located. For dual frontage lots the address will be assigned off the public street where the mailbox is located.

3. The point of origin for all addresses in Buckeye is the intersection of Washington Street & Central Avenue in Phoenix.

   a. Street names begin with North (N) if they are north of Washington St.

b. Street names begin with South (S) if they are south of Washington St.

c. Street names begin with West (W) if they are west of Central Ave.

d. Street names begin with East (E) if they are east of Central Ave. (Buckeye will never have an east street except in downtown Buckeye).

e. North/south street name blades get a West (W) number.

f. East/west street name blades get a North (N) or South (S) number.

4. Addresses on the east and south side of a street get ODD numbers.
5. Addresses on the north and west side of a street get EVEN numbers.
6. Avenues will always carry a _ _ _ 00 number (i.e. 25900).
7. Drives will usually carry a _ _ _ 30 or _ _ _ 40 number. (i.e. 25930 or 25940) The last 2 digits are to be maintained if possible.
8. Lanes will usually carry a _ _ _ 60 or _ _ _ 70 number. (i.e. 25960 or 25970) The last 2 digits are to be maintained if possible.
9. Glens will usually carry a _ _ _ 80 or _ _ _ 90 Number. (i.e. 25980 or 25990) The last 2 digits are to be maintained if possible.
10. Do not use "666" in any address number.
11. Every connection to a collector roadway will get an Avenue suffix (if possible).
12. The address origin is from the center of the roadway to the center of the lot.
13. Do not duplicate address numbers within 4 blocks (if possible).
14. Verify the progression from the center of the lot to the center of the next lot on the opposite side of the street, and so on. As an example, 241st Avenue is 24100W. Lots east of 241st Avenue should have addresses lower than 24100W and lots west of 241st Avenue should have addresses higher than 24100W.
15. Downtown Buckeye is an exception to the rules above. The point of origin for downtown Buckeye is Monroe Ave. & 1st St. and some areas west of that point do have east street designations.
16. As part of addressing information, the Addressing Technician may include data relating to ultimate political jurisdiction and/or county island status. Parcels in the county will be addressed by the county

unless they are annexed into City limits.

17. Unit/suite numbers must be numeric and begin at #101. Lettered building designations may be used when there are multiple structures on a parcel lot or site. Unit/suite designations are used when there are multiple addressable spaces within a building. Suite numbers are assigned every 20' of building. Plans are submitted showing where the walls will be for the tenant and an appropriate suite number is chosen. The numbers increase in the same way as address numbers. Numbers increase moving west. Addresses north of Washington St. increase moving north. Addresses south of Washington St. increase moving south.

2-2.302 Grid Streets

A. Grid numbers start from the intersection of Washington Street & Central Avenue in Phoenix. (0,0).

B. North and south of Washington St. the numbers increase.

C. West and east of Central Ave. the numbers increase.

D. East/west grids are 800 blocks per mile – In Township 1N 20300 to 21100 is not a mile but still has 800 #'s.

E. North/south grids are 1,600 blocks per mile – with the exceptions of Yuma to Van Buren = 1500 block #'s and Van Buren to McDowell = 1300 block #'s. Divide north/south grid number blocks found on the Phoenix Atlas into 5280 to get the grid layout scale.

F. Grid does not necessarily control the roadway numbering. The grid is used to evaluate street name selections. Then, the numerical value of the streets will control the addresses selected. The addresses must fit within the numerical values assigned to the intersecting streets.

2-2.303 Diagonal Streets

A. Numbers along a diagonal street will be measured as true north/south and east/west distances from the reference streets that the diagonal street intersects, and not along the diagonal.

B. The address interval along a diagonal street may decrease to provide additional address numbers. (i.e. address interval may be decreased to 10, for example, to accommodate more addressed parcels located on a diagonal street.

2-2.304 Circular Streets

A. All circular streets shall be:

1. Numbered on the north/south numbering grid.
2. Only circle streets shall use the street type of "Circle."

B. Even/odd numbers follow grid street rules.

C. Partial circles are subject to case-by-case approval.

2-2.305 Meandering Streets

A. Address assignment for meandering (curved) streets shall be based on the predominant direction of the street as determined by the Addressing Technician. Major direction changes shall result in street name changes and number assignments consistent therewith.

2-2.306 Cul-De-Sac

A. A cul-de-sac must follow the addressing guidelines for odd and even address numbers.

B. A street that intersects only one access point and terminates in cul-de-sacs on both ends should maintain a single street name from end to end.

2-2.307 Corner Lots

A. Address assignment is made based on driveway access to the front of a structure.

B. The Developer should determine the orientation of a structure and driveway for corner lots as early as possible in the planning process so that a correct address can be assigned.

C. Lot access for corner lots or other ambiguous lot locations should be clearly indicated on plat maps, including subdivision plats, so that accurate addresses can be assigned.

2-2.308 Private Streets

A. Structures and dwellings that front on private streets will be assigned addresses that have address numbers consistent with the block address interval of the public street to which the private street intersects.

B. If a private street requires addressing that exceeds the available numbers in the block address interval on the public street that it intersects, the private street shall be assigned a name and placed on the appropriate city grid. All

structures and dwellings that front on the newly named private street will be reassigned addresses according to the standards set for in these procedures.

C. Private numbering systems that are not in accordance with the procedures are not allowed.

2-2.309 Single Family Residences

A. Each house will be assigned an individual address.

B. Single family residences must follow the addressing guidelines for odd and even address numbers.

2-2.310. Hammerhead Developments

A. Numbering will be even for every residence in the hammerhead on the north and west sides of the road. Numbering will be odd for every residence in the hammerhead on the south and east side of the road.

2-2.311. Apartment Residences

A. The entire development will be assigned one address based on the office location and its access along the public right-of-way. The address will be assigned when the address map is submitted.

B. In general, each apartment building will be assigned a building letter with the exception of "I". The letter designation "I" will not be used.

C. Upon entry to the development off the major road abutting it, or the road where the office is located, building lettering will commence to the right of the office and will progress counterclockwise through the property.

D. As a general policy, a sub-structure suffix shall be assigned to each unit in a counterclockwise direction, beginning at the right of the main, addressed entrance, as follows:

1. 99 units or less, single story: 1-99
2. 100 units or more, single story: 1001-1999
3. 99 units or less, multi-story:
   a. First floor: 101-199
   b. Second floor: 201-299
   c. Third floor: 301-399

4. 100 units or more, multi-story:
   a. First floor: 1001-1999
   b. Second floor: 2001-2999
   c. Third floor: 3001-3999

E. Depending on the situation, unit address sequencing may be based on one of these principals.

1. Unit numbering in the building starts from left to right starting with the first entry door off the main road. Unit numbering shall remain consecutive throughout the entire development to avoid the duplication of numbers.

2. If the buildings are lettered, the customer can choose to have unit numbers repeat with every building by utilizing the building letter with the unit number. Unit numbers should represent the building, floor, and unit. For example:

   a. Sub-structure Suffix Format:

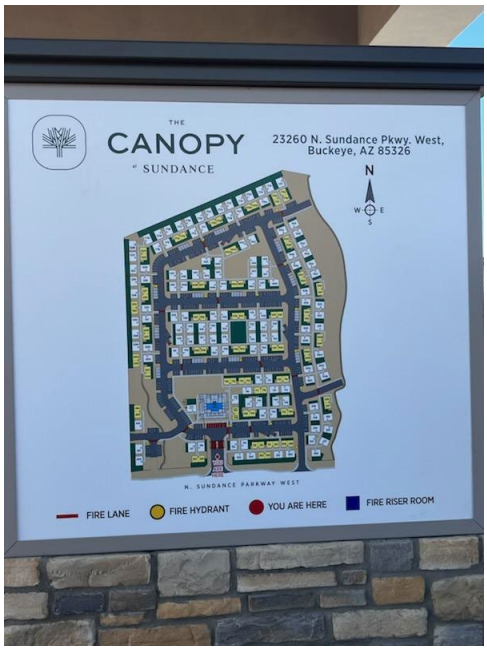
      ZXYYY

      1st. Z = Building letter (if applicable)
      2nd. X = Floor number (no leading zeros)
      3rd. Y = Units number (leading zeros required)
      4th. Example: G303 = Building G, Floor 3, Unit 3

F. Sidewalks and pathways shall be shown on the address map.

G. There shall be an address directory at every entrance that shows the layout of the complex. See Section 2-2.313 for requirements and Figure 1: Address Directory Example.

Figure 1: Address Directory Example



H. The assigned group of numbers, unique to each building, shall be clearly displayed, as a directory, for each building within a development. See Figure 2: Wayfinding Sign Example.

Figure 2: Wayfinding Sign Example

2-2.312. Build-to-Rent

A. Upon entry to the development off of the major road abutting it, or the road where the office is located, adjacent units shall be grouped in incremental blocks beginning on the right side of the site entryway and moving in a sequential, counterclockwise pattern throughout the site and ending to the left of the main entry. Block numbers should be sequenced and patterned in a logical, systematic, and intuitively clear way. Large jumps in block numbers that are adjacent to one another should be avoided.

B. In addition to the general site address, each unit shall receive a numerical designation beginning at 101 for the 100 block, 201 for the 200 block, etc… Sequence unit numbers in a counterclockwise direction through the site in incremental blocks, beginning at the right of the main entrance and increasing as you progress through the site.

C. Consecutive numbering can be chosen for small developments who may not want to use blocks. Unit numbering continues in a counterclockwise direction through each building entry starting with the first entry door off the main road. Use a single overall circular sweep starting from right side of the site entryway as you enter and systematically increment numbers throughout all buildings on the site so as to end at the left side of the entryway. Do not oscillate back and forth across the site. Unit numbering shall remain consecutive throughout the entire development to avoid the duplication of numbers.

D. Easy and successful location of units in a complex site will depend on good signage. Group unit numbers and blocks such that signage at the main entry and access transition points within the site can be most easily and intuitively understood.

E. Include Fire Department Information on the address directory. This includes the fire hydrant, fire department connections, fire lane locations and the main address.

F. Include wayfinding signage locations on the address map.

G. Include an elevation of a wayfinding signage column on the address map.

H. Include sidewalks and pathways on address map.

2-2.313. Address Directory Requirements

A. Address Directories are required for apartment residences and build-to-rent developments.

B. An approved address directory shall be installed at properties with more than one principal building, buildings with unit identification numbers, or when in the opinion of the Fire Department, emergency response may be delayed due to the physical layout of the complex. (Example: multi-family buildings, business office condos)

C. The number of buildings in the complex shall determine the dimensions of the directory.

D. Complexes containing 12 or fewer buildings require 3 feet x 3 feet site directory.

E. Complexes containing 13 to 30 buildings require 4 feet x 4 feet site directory.

F. Complexes containing 31 or more buildings require 5 feet x 5 feet site directory.

G. For complexes that have a physical layout that may require a larger address directory, the Developer shall work with the City to determine the appropriate size.

H. Any framing materials shall not encroach upon the face of the directory by more than 1-1/2 inches. Stanchions or supports shall not be included in the required size of the directory.

I. The directory shall be protected against vandalism and disfigurement by a clear polycarbonate cover, with a minimum of 1/8 inch thickness, sealed to protect from weather.

J. Address directories shall be internally illuminated utilizing white light. The Directory must be illuminated from dusk to dawn.

K. Support posts or stanchions shall be set in concrete. Directories with dimensions of 3 feet x 3 feet be 36 inches above grade. Directories with dimensions of 4 feet x 4 feet and 5 feet x 5 feet shall be 24 inches above grade.

L. All depictions must be clear, easily understood and legible at a distance of 8 feet. The directory shall depict structures, building letters, units, apartment space numbers, tennis courts, swimming pools, canals, waterfronts,

driveways, streets, laundry rooms, fire hydrants, fire department connections, and fire lane locations. The depictions shall comply with the following:

1. Directories shall be a dark print on a contrasting light background.
2. The name and address of the complex are required but shall not exceed 10% of the total size of the site directory.
3. Swimming pools, canals, and waterway areas shall be translucent blue.
4. Tennis courts shall be translucent green.

M. Fire hydrants shall be a ¼-inch diameter black circle filled with a translucent yellow center. The abbreviation "HYD" must be affixed by the location of the hydrant on the directory.

1. The directory shall be properly oriented to the viewer with a red symbol 1 inch in diameter, with the words "you are here" affixed at the appropriate location on the directory.
2. There must be a north directional arrow affixed to the directory. This arrow must be a minimum of 3 inches in size.

N. Building letters must be 1 inch in diameter and located directly adjacent to the building on the driveway side.

O. The colors used on the directory may not be duplicated to represent more than one item.

P. The directory shall be installed on the property and at the location approved by the Fire Marshal as follows:

Q. Shall be set back from the street or curbing at least 25 feet to allow emergency vehicles to clear the public right-of-way.

R. Shall not exceed a distance of four (4) feet from the edge of the property driveway facing the direction of oncoming traffic.

1. Shall not conflict with traffic visibility zones as provided for by other ordinances.
2. Shall be immediately visible and free from obstructions including architectural design and landscaping.

S. Information such as advertising or additional artwork shall not be allowed on the address directory.

2-2.314. Mobile Home Parks

A. The property of a mobile home park shall be assigned one site address based on entrance access along the public right-of-way on which the main entrance fronts. In addition to the general site address, each mobile home shall receive a numerical designation, i.e. Space 1, Lot 1, etc. Space/lot numbers shall be assigned consecutively throughout the mobile home park, beginning at the right of the main entrance and progressing counterclockwise through the park. Even/odd numbering shall be used throughout.

B. Lot numbers should follow the spatial pattern of the buildings in a logical manner.

C. If the development is a mobile home subdivision following normal subdivision regulations, the properties shall be treated as individual residences, and will be assigned individual addresses as such.

2-2.315. Townhomes

A. Each individually owned townhome will be assigned a primary address if internal streets are to be named.

B. If internal streets are unnamed, sub-structure numbers shall be assigned to each unit starting at the right of the main entrance, using even/odd numbering.

2-2.316. Condominiums

A. For condominium residential units, individual/primary addresses will be assigned to each unit.

B. Condominium residences must follow the addressing guidelines for odd and even address numbers.

2-2.317. Office Buildings

A. For an office site with one building, a single address based on entrance access along the public right-of-way will be assigned.

B. For a site with multiple buildings, each office building will be assigned an individual address based on the entrance access along the street range. Address numbers will follow the spatial pattern of the buildings in a logical manner.

C. If multiple offices exist in each building, individual offices will be assigned suite numbers as secondary location indicators by the Address Technician. Suite numbers must be numeric.

D. The suite number assigned must indicate the floor location. (e.g., 201 = first office on the second floor)

2-2.318. Non-Residential Address Assignment

A. Individual commercial buildings are assigned an address based on entrance access along the public right-of-way.

B. For a commercial site with multiple buildings, each building will be assigned an individual address based on the entrance access along the street range. Numbers should follow the spatial pattern of the buildings in a logical manner.

C. A superstore that houses one main retail business with additional smaller retail spaces within (e.g., Walmart or Target with bank, hair salon, etc.) shall be assigned one address for the use of all businesses located within the main store.

D. Malls, Centers, Squares, and Office Complexes shall be assigned a separate address number to each structure/pad located within the property. On a case-by-case basis, major tenants within a single structure may receive a separate address number.

E. A building housing more than one business will be assigned suite numbers as secondary location indicators by the Addressing Technician. Suite numbers must be numeric.

F. Suite numbers will be assigned per every twenty (20) feet of office (hallway) space. Numbering will start on the west increasing going east or from the south increasing going north, depending on the building's orientation. Suite numbers will be assigned as follows:

a. single story: begin at 101

b. 99 units or less, multi-story:

i. First floor: 101-199

ii. Second floor: 201-299

iii. Third floor: 301-399

c. 100 units or more, multi-story:
   i. First floor: 1001-1999
   ii. Second floor: 2001-2999
   iii. Third floor: 3001-3999

G. Water Tower/Wireless Tower

1. Water towers and wireless towers will be assigned individual addresses based off entrance access along the public right-of-way.

H. Community Pools

1. If a pool shares the same access point as an amenity center or a park, then the pool will share the same address as the facility.
2. If pool access is different from the main amenity center or park access, then a separate address will be assigned for the pool based on entrance access along the public right-of-way.

I. Guard Station

1. If a guard station exists on a property with an existing primary address, then the guard station will share the same primary address.
2. If the guard station exists as a stand-alone structure with street access, then a separate address will be assigned based on the street range.

2-2.319. Notification of Addresses

A. For residential subdivision addressing, the approved address map will be sent to the client.

B. Notification of new street names and addresses will be periodically sent to:
   1. USPS
   2. Maricopa County Assessors GIS Department
   3. Maricopa County Elections Department
   4. Maricopa 911
   5. Phoenix Fire

2-2.320. Renumbering of Addresses

A. Changing existing addresses and address numbers that are already in use is discouraged. Legacy addresses, particularly in older sections of the City, may not follow existing standards but will be accommodated for historic reasons. Address changes may be allowed on a case-by-case basis, based on (but not limited to), the following criteria:
   1. Safety or emergency response purposes.
   2. A street name changed from a County Road to a standard street name.
   3. Correcting an existing number that is not in sequence with the surrounding address range.
   4. If new properties have been built and there is a need to re-number existing addresses to accommodate the new properties.
   5. Renumbering an existing address that is incorrect:
      a. The property owner contacts City of Buckeye, or USPS, about a possible mistake in addressing
      b. COB reviews the issue and decides if an address change is warranted.
      c. An address change approval form is generated by COB and signed by the City Engineer.
      d. The homeowner is contacted by the Addressing Technician and informed of the need for the address change. The homeowner is also notified that it is their responsibility to get mortgage, insurance, and any other entity who bills them or mails to them, the new corrected address.
      e. The owner will be given the signed address change approval form.
      f. The homeowner will be notified that COB GIS Division will notify Maricopa County Assessor, Maricopa County Elections, Phoenix Fire/Maricopa 911, and USPS.
      g. The homeowner is responsible for following up, if needed, with the agencies outlined above to make sure they have been updated in their system.

[END OF SECTION]

BUCKEYE, AZ

CHAPTER 5: STORMWATER MANAGEMENT

SECTION 1: GRADING AND DRAINAGE

Engineering Design Standards

City of Buckeye, Arizona

2024

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STANDARD DETAILS

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Section 5-1 – Grading and Drainage

This section provides policy and standards establishing the drainage design criteria within the incorporated boundaries of the City of Buckeye (City). General guidance is provided for complying with the various federal, state, county, and City regulations applicable to land development activities associated with floodplain management, water quality issues, and stormwater management. Examples of these regulations include the National Flood Insurance Act, the federal Clean Water Act (CWA), state and county statutes and the City of Buckeye Municipal Code, specifically Chapter 14, otherwise known as the Floodplain Management Code.

Specific guidance is presented for preparing drainage reports and grading and drainage plans using design standards and methodologies developed by the City of Buckeye and the Flood Control District of Maricopa County (FCDMC).

The FCDMC manages floodplains for the City of Buckeye. Any lots or parcels located within a floodplain will need to obtain a Floodplain Use Permit or Floodplain Clearance through the FCDMC to grade, fill, build, install any wall or fencing, or perform any other changes to the property.

The City Engineer is required, pursuant to Chapter 23, Article 23-2, of the City Code, to develop standards and details regarding public improvements to be constructed within the city. The standards, design criteria, and policy set forth in this section were developed and recommended by the City Engineer pursuant to Chapter 23, Article 23-2 and adopted by the City Council in Resolution No. 75-24.

Implementation: The requirements of this section shall become effective in accordance with City Code. The standards and requirements of this section shall apply to all new plans, including plans seeking a new City Engineer's signature or a re-approval from the City Engineer, submitted to the City following the effective date of City Council's adoption of the resolution approving the standards and requirements of this section.

Modification Authority: The City Engineer may approve variances to the requirements of this manual. Variance requests must be submitted in writing and include a justification for the variance requested. A copy of the City approved variance shall be included with the submittal of any plans or design reports to the City of Buckeye that incorporate the variance.

Section 5-1 – Grading and Drainage

5-1.000 General Information

5-1.001 Drainage Design Criteria

A. This section has been created for the design of drainage systems which are to be installed and located within the City of Buckeye (City) and provides basic engineering requirements for development and comprehensive stormwater management programs within the City.

B. In the preparation of construction documents for public and private developments located within the City, this section will provide the drainage design criteria.

C. The following current editions of Flood Control District of Maricopa County (FCDMC) publications are used as a basis for design guidance and criteria, except as amended herein:

1. Drainage Policies and Standards Manual
2. Volume I – Hydrology Manual
3. Volume II – Hydraulics Manual
4. Volume III – Erosion Control Manual

D. The City shall require for review / approval a grading and drainage plan and drainage report be submitted wherever development and/or grading is proposed within the City limits.

E. Construction documents for grading and drainage submitted to the City for approval must be sealed by an Arizona Registered Professional Civil Engineer.

F. All drainage plans, drainage reports, and construction drawings shall meet City and FCDMC regulations. The policies and standards in this section are intended to be an implementation guide for preparing drainage plans and drainage designs that are in conformance with the regulations. Sometimes additional documentation may be required for submittal and review by the City or FCDMC to prove conformance with the regulations.

G. The City has developed Section 5-3 Low Impact Development Manual and encourages the use of these applications for all areas, but in particular, the area west of the White Tanks Mountains.

5-1.002 Definitions and Abbreviations

A. ADA - Americans with Disabilities Act

B. ADEQ – Arizona Department of Environmental Quality

C. ADOT – Arizona Department of Transportation

D. Base Flood Elevation (BFE) – 100-year water surface elevation of floodplain.

E. City - City of Buckeye

F. City Engineer - City of Buckeye City Engineer or designee.

G. CLOMR – Conditional Letter of Map Revision

H. CMP – Corrugated Metal Pipe

I. COB - City of Buckeye

J. Council - City Council of the City of Buckeye, Arizona.

K. CWA – Clean Water Act

L. Detention System - A stormwater collection system which captures runoff by means of a temporary storage facility and releases the runoff in a controlled manner to an approved point of discharge.

M. Developer - Shall also be interpreted to mean Landowner or Contractor; including development companies authorized to act on behalf of the Developer/Landowner.

N. Development - Shall mean any man-made change to improved or unimproved real property, public or private, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling, blasting and where the manmade alteration could possibly affect the surrounding real property, or the general public.

O. Emergency Outfall Elevation (EOE) – The elevation of a drainage area's overland spill over point.

P. Engineer - An engineer registered professionally in the State of Arizona to do engineering within the purview of his or her practice area.

Q. EPA – Environmental Protection Agency

R. FCDMC – Flood Control District of Maricopa County

S. FEMA – Federal Emergency Management Agency

T. FHWA – Federal Highway Administration

U. Flood Insurance Rate Maps (FIRMs) - Produced by FEMA delineating flood prone areas (floodplains & floodways).

V. Floodplain Use Permit – A permit required for development in a floodplain.

W. HW – High Water elevation for a retention or detention basin.

X. Landowner - Shall also be interpreted to mean Developer or Contractor; including development companies authorized to act on behalf of the Developer/Landowner.

Y. Law - Any federal, state or local law, statute, common law, code, rule, regulation, order or ordinance.

Z. LOMR – Letter of Map Revision, the FEMA process to revise the FIRMs.

AA. MAG - Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction current edition.

BB. MCDOT – Maricopa County Department of Transportation

CC. NAVD88 – North American Vertical Datum 1988

DD. NFIP – National Flood Insurance Program

EE. Offsite Flows - Stormwater flows reaching the development or site from outside the area of development, including but not limited to washes, rivers, streams, sheet flows from adjacent lands and roadways, or overflow from canals and retention or detention basins.

FF. One Hundred-Year Storm (100-Year Storm) - A rainstorm of intensity and duration that has a one percent statistical probability of being equaled or exceeded during any given year.

GG. One Hundred-Year Two-Hour Storm (100-Year 2-Hour Storm) - 100-year storm event with a duration/intensity of two hours.

HH. PUE – Public Utility Easement

II. Retention System - A stormwater collection system which captures, contains, and disposes of runoff by means of storage and disposal facilities (i.e. infiltration).

JJ. ROW - Right-of-Way

KK. Stormwater Facilities - Stormwater drainage system physical components that include but are not limited to retention/detention basins, headwalls,

catch basins, storm drainpipe, culverts, channels, manholes, drywells, trench drains, scuppers, etc.

LL. Ten-Year Storm (10-Year Storm) - A rainstorm of intensity and duration that has a ten percent statistical probability of being equaled or exceeded during any given year.

MM. TSDN – Technical Support Data Notebook

NN. Ultimate Outfall Elevation - Elevation within the development or improvement where runoff 'ultimately' leaves the development, for a storm greater than the 100-year event, or a failure of the drainage system. There may be more than one ultimate outfall elevation associated with a development.

OO. USACE – United States Army Corps of Engineers

PP. Volume Provided (V_P) - Calculated capacity of a stormwater storage facility (i.e. surface basins or underground storage).

QQ. Volume Required (V_R) - Calculated amount of stormwater runoff required to retain/detain from the respective tributary area.

RR. WS_{100} - Water surface elevation of the 100-year storm.

5-1.003 Grading and Drainage Policies

A. All developments within the City of Buckeye including residential developments, parcels or fractional interests in improved or unimproved land, lots or parcels of any size (subdivision), all types of commercial developments shall provide sufficient stormwater facilities to ensure:

1. Regional drainage solutions in accordance with stormwater management programs set forth by the City.
2. The protection of the health, safety, and welfare of its citizens, their property, the environment, and shall not jeopardize the quality of groundwater resources.
3. Avoidance of adverse impacts of development to surrounding properties.
4. That all proposed structures will be protected from 100-year flooding and that there is reasonable access for emergency and public service vehicles. Adverse impacts to existing structures located adjacent to the development will not be permitted.

5. Such facilities shall include separate and distinct parcels within the development and shall be planned for accordingly (i.e. retention).

B. All stormwater from the 100-year, 2-hour storm which falls within a development, including the respective one-half of all adjacent streets, shall be retained within the boundaries of said development. Greater storm events may be required by the Master Drainage Report or special circumstances. The 100-year 6-hour storm is required if using underground retention.

C. Predevelopment runoff versus post development runoff retention is not acceptable – except for a "first flush" facility or discharge to an approved designated drainage outfall, and only when approved by the City Engineer.

   1. The typically approved designated drainage outfall would be a river or wash that connects unrestricted to a river, or facilities owned and operated by the FCDMC, with necessary approval from the FCDMC.

D. No drainage system shall be approved if the effect may cause an increase in peak discharge, volume, or velocity of runoff or change the point of entry of drainage onto another property during the runoff event.

E. Changes or additions to sites which require a site plan approval will be required to address drainage alterations and/or additions on the entire site with approval of the City and meet current drainage requirements as set forth in this section.

F. Retention or detention basins shall not be located within City of Buckeye's ROW, except in the case of regional public retention or detention basins, or otherwise approved by the City Engineer.

G. Lowest building finished floor elevations within the City of Buckeye are to comply with the Maricopa County Floodplain Regulations.

H. Finished floor elevations not located within a delineated floodplain shall be a minimum of:

   1. Eighteen inches above the lowest drainage outfall for the residential lot.
   2. Eighteen inches above the ultimate outfall for commercial and industrial developments.
   3. Minimum of six inches above the highest adjacent top of curb elevation on the outfall side of the lot.
   4. One foot above the EOE for the drainage area.

5-1.004 Diligence

A. The applicant's Registered Professional Civil Engineer shall be held solely responsible for the correctness and adequacy of all data, drawings, calculations, and reports submitted to the City for review and approval. In addition, the Engineer shall comply with all local, state, and federal floodplain regulations in the design of the development. Approval by the City does not necessarily imply that the design is appropriate, or that the development is in strict compliance with all applicable regulations and standards. Review and approval of drainage submittals shall not create liability on the part of the City, or its employees, for any flood damages that may result from reliance upon any administrative decision made by the City or its employees.

5-1.100 General Floodplain Management Requirements

5-1.101 General Requirements

A. The City of Buckeye participates in the NFIP administered by FEMA. The FCDMC manages floodplains for the City of Buckeye. The following is required:

1. Development must follow and be in compliance with the Floodplain Regulations of Maricopa County.
2. Any work (building, grading, filling, extraction of sand and gravel or other material, installing wall or fence, or other improvements or man-made changes) within a delineated FEMA floodplain or locally administered floodplain shall obtain an approved Floodplain Use Permit or Clearance issued by FCDMC prior to approval by the City.
3. After obtaining a Floodplain Use Permit and prior to Final Inspection, a complete, correct, and current Finished Construction FEMA Elevation Certificate shall be submitted to the Community Floodplain Administrator and approved prior to occupancy or use of any building within a Special Flood Hazard Area designated on the Flood Management Maps, except those uses exempted by applicable law.
4. A complete, correct, and current Finished Construction FEMA Floodproofing Certificate shall be submitted to the Community Floodplain Administrator and approved prior to occupancy or use of any non-residential building within a Special Flood Hazard Area designated on the Flood Management Maps, for any non-residential development where the lowest floor has not been elevated to or above the Regulatory Flood Elevation.

5-1.102 Special Flood Hazard Areas

A. Portions of the City of Buckeye fall within areas that have been designated Special Flood Hazard Areas (SFHAs) by FEMA. These areas are subject to inundation by the 1-percent annual chance flood.

There are also locally administered floodplains located within the City of Buckeye. These delineated floodplains are not shown on the FIRMs. They are shown as pending floodplains on the FCDMC's floodplain viewer located at http://gis.maricopa.gov/floodplainviewer/.

5-1.103 Section 404 Permits

A. The City of Buckeye requires development to comply with Section 404 of the CWA.

B. The USACE and EPA jointly administer Section 404 of the CWA. The CWA regulates the discharge of dredged or fill material into washes, rivers, streams, lakes, certain man-made canals and other waters of the United States including wetlands. These regulatory areas are designated as "Waters of the U.S." or jurisdictional waters. Examples of activities that might be regulated under this program include:

1. Stream crossings
2. Dam construction and flow regulation
3. Water diversion for canals, irrigation systems, and stock tanks
4. Streambed modification and stabilization, and
5. Building subdivisions, master planned communities, highways and airports.

C. In order to allow time for permit processing and coordination, applicants are encouraged to contact the Corps early in the project planning stage for information about permits, and submittal and notification requirements.

D. The City of Buckeye does not have the jurisdiction to designate or authorize any alteration, modification, or encroachment to designated 404 areas.

E. Projects with minimal environmental impacts that meet specific requirements can be permitted with nationwide permits. Projects with potentially significant impacts may require individual permits with public notice.

F. Section 404 permit activities may not jeopardize the continued existence of a threatened or endangered species or its critical habitat. Consult with the USACE or the U.S. Fish and Wildlife Service for guidance concerning threatened and endangered species within the City of Buckeye.

G. While the Corps issues the Section 404 permit, Section 401 of the CWA requires ADEQ to certify (possibly with additional conditions) that the draft permit complies with state water quality standards and appropriate requirements of state law. The goal of the program is that no discharge of dredged or fill material be permitted if either a practicable alternative exists that is less damaging to the aquatic environment, or if the nation's waters would be significantly degraded.

5-1.200 Hydrology

5-1.201 General Requirements

A. Standards contained in this section are in accordance with the Maricopa County Drainage Policies and Drainage Design Manual for Maricopa County, Arizona, Volume I Hydrology, and is to be followed to provide design criteria necessary for engineers relating to hydrology, except where amended herein.

5-1.202 Storm System Sizing

A. Storm systems within the City shall be developed within two classifications as follows:

1. The 10-Year Storm Event – The runoff generated from the 10-year storm shall be contained within the roadway's curb section. This will consist of stormwater facilities necessary to collect and convey stormwater runoff for more frequent rainfalls. The primary purpose is to remove nuisance flows from pavement during frequent return period storms to maintain safe and efficient traffic movement.

2. The 100-Year Storm Event – The runoff generated from the 100-year storm shall be contained within the roadway's right-of-way. This will consist of stormwater facilities necessary to collect, convey, retain, and/or detain stormwater runoff for less frequent rainfalls. The design is to include analysis of the overall drainage system ensuring that there will always be positive drainage of the one-hundred-year flows, and that all structures

are above the HW or WS_{100} elevation. The primary purpose is to protect adjacent properties from damage caused by large, infrequent storms.

3. Private developments need to contain the 100-year runoff within the site.

5-1.203 Rainfall

A. The design rainfall is NOAA Atlas 14, Volume 1, Semi-arid Southwest study or as updated by the Flood Control District of Maricopa County, relating to rainfall depths and intensities within the City of Buckeye boundaries for hydrology calculations.

5-1.204 Rational Method

A. The Rational Method is applicable to estimate runoff for drainage area up to 160 acres with uniform land use and no channel routing. A City approved rainfall runoff model is required for drainage areas in excess of 160 acres, varied land use, or channel routing.

1. Rational Method Runoff Equation:

   $Q = C*I*A$
   Q = the peak discharge (cubic feet per second) from a given area
   C = coefficient relating the runoff to rainfall (Table 1)
   I = average rainfall intensity (inches/hour), lasting for a T_C
   T_C = the time of concentration (hours)
   A = drainage area (acres)

2. Time of Concentration: iterative process that calculates the interval of time from the beginning of the rainfall event of a specific drainage area; from the most hydraulically remote point to reach the point of concentration. Time of Concentration (T_C) is calculated by utilizing the formula developed by Papadakis & Kazan (1987):

   $T_C = 11.4L^{0.5}K_b^{0.52}S^{-0.31}I^{-0.38}$
   T_C = time of concentration in hours
   L = length of the longest flow path in miles
   K_b = watershed resistance coefficient
   S = watercourse slope in feet/mile
   I = rainfall intensity in inches/hour

B. Engineers shall utilize the Drainage Design Manual for Maricopa County, Volume I - Hydrology to estimate the resistance coefficient (Kb) and the adjusted Intensity for the T_C equation.

1. Time of concentration shall not be less than:

   a. Ten minutes for Residential developments.

   b. Five minutes for Commercial, Multi-Family, Build for Rent, and Industrial development.

5-1.205 Runoff Coefficients

A. The City uses the following Runoff Coefficients for the Rational Method:

Table 1: Runoff Coefficients for Rational Formula

Land Use Description	10-Year	100-Year
Agricultural	0.20	0.25
Commercial	0.85	0.95
Concrete, Asphalt, Roofs	0.85	0.95
Desert Landscaping	0.40	0.50
Golf Courses	0.25	0.31
Grass	0.25	0.31
Gravel Roadways	0.70	0.88
Industrial	0.80	0.95
Parks	0.25	0.31
Residential < 1 du per acre	0.42	0.53
Single Family Residential (1-2 units per gross acre)	0.48	0.60
Single Family Residential (2-4 units gross per acre)	0.65	0.80
Single Family Residential (4-6 units gross per acre)	0.68	0.84
Single Family Residential (> 6 units per gross acre)	0.75	0.94
Multi-Family Residential	0.75	0.94
Undeveloped Lots, Unimproved Areas (Bare Ground)	0.40	0.50
Undeveloped Desert < 5%	0.40	0.50
Undeveloped Desert 5% - 10%	0.55	0.69
Undeveloped Desert, Mountain Terrain > 10%	0.80	0.95

B. Where portions of a drainage area are composed of different runoff characteristics, a calculated weighted coefficient for the total drainage area may be determined using values from Table 1 or the Drainage Design Manual for Maricopa County, Volume I - Hydrology. Therefore, C values are to be used

in the calculation by dividing the summation of the products of the area of the parts and their coefficients by the total area:

$$C_W = \frac{\Sigma\,(C_i * A_i)}{A_T}$$

C_i = subarea runoff coefficient
A_i = size of subarea
A_T = size of the watershed or modeling subbasin

5-1.206 HEC-1 Model

A. The U.S. Army Corps of Engineer's HEC-1 Computer Model procedures are applicable for any watershed area over 160 acres in size. HEC-1 is required for analyzing drainage areas over 160 acres in size. Please note FEMA no longer accepts HEC-1 models so HEC-HMS would need to be used for FEMA submittals. Minimum required submittals when using HEC-1 are:

1. Provide assumptions used in developing the model.
2. A printout of the input data.
3. A schematic (routing) diagram of the stream network.
4. The runoff summary output table which includes drainage basin name, area, and 100-year flow values.
5. Electronic model input file(s).
6. Supporting Documentation and Source Material for parameter selection.
7. Adjustments to the modeling parameters made to address warnings and error messages will have a narrative section to detail the impact of the adjustments on the output.

B. Precipitation values for HEC-1 modeling shall be determined using the Drainage Design Manual for Maricopa County, Hydrology. Precipitation values are to be obtained from the Isopluvial maps for the specific frequency desired. Both 100-year 6-hour and 100-year 24-hour rainfall should be modeled and the storm resulting in the larger flows should be used for design.

5-1.207 Methods for Estimating Peak Discharge Alluvial Fans

A. Alluvial Fan Conditions – Split-flow channel conditions exist within parts of the City of Buckeye and must be taken into consideration. These splits in the alluvial channels usually include highly erosive soils and are generally unstable and therefore unpredictable. In setting finished floor elevations relative to upstream splits, it should be assumed that 100% of the flow could go either direction in any given flood event. The report should include a description of all assumptions made regarding watershed conditions used to calculate the peak flow rates.

5-1.208 Pre vs Post

A. Site improvements increase the runoff volume and peak discharge and reduce the time of concentration. Pre vs. Post stores the difference between the post-development condition and the pre-development condition.

1. Pre vs. Post is only acceptable with prior City approval.
2. When this method is suitable to the City (typically for projects adjacent to major drainage ways that discharge directly to a river, or facilities owned and operated by the FCDMC) the applicant's engineer will provide a detailed analysis of the existing or pre-development condition.
3. That runoff volume will be deducted from the anticipated post-development condition to determine the project's retention / detention volume.
4. First Flush is required at a minimum when using Pre vs Post. First Flush requires one hundred percent retention of the first one half inch of rainfall.

B. The following HEC-1 analysis procedures must be used when it is necessary to establish a comparison of pre-development to post-development discharge (runoff) conditions.

1. The HEC-1 modeling procedures must be followed.
2. Reflect fully developed conditions by:
   a. Increasing the percent impervious to reflect the amount of impervious surfaces that will exist under fully developed conditions
   b. Recalculate the time of concentration (Tc) based on the proposed drainage system, after full development. Normally there should be a reduction in Tc after development

c. The existing condition model must be sub-divided, as necessary, to create concentration points which will match the sub-watershed areas above each proposed storage facility under fully developed conditions

d. Each separate storage facility proposed must be modeled as it will physically exist under fully developed conditions with appropriate routing and combining operations through each basin and through the entire watershed. The modeling of storage capacity provided, as one hypothetical reservoir at the outlet with all the upstream storage arbitrarily combined at this one location, is not acceptable

e. As a minimum, the 10, 25, 50, and 100-year frequency events shall be analyzed. The flow will be compared for watercourses and flow and volume will be compared for downstream regional storage facilities such as basins or flood retarding structures.

f. Comparison of discharge values for existing and post development conditions must be made at concentration points just downstream from each proposed storage facility; other critical locations such as road crossings; and at points where flows exit the proposed development.

5-1.209 Runoff Volume Calculation – Retention

A. The only accepted method for determining the required stormwater storage volume is the standard formula described below.

1. City requires on-site storage of runoff from the 100-year, 2-hour frequency event.

2. The HEC-1 model or similar computer program is not to be used to determine the city required 100-year, 2-hour stormwater storage runoff volumes.

B. Standard Formula for Runoff Volumes

$V_r = (P/12)\ AC$

V_r = Required storage volume in cubic feet.

P = Precipitation amount = The depth of the 100-year 2-hour rainfall in inches.

A = Area in square feet; the developed portion of the entire site, to the centerline of adjacent streets, on which any man-made change is

planned, including, but not limited to construction, excavation, filling, grading, paving, or mining.

C = Runoff coefficient; Rational Method values from Section 5-1.205.

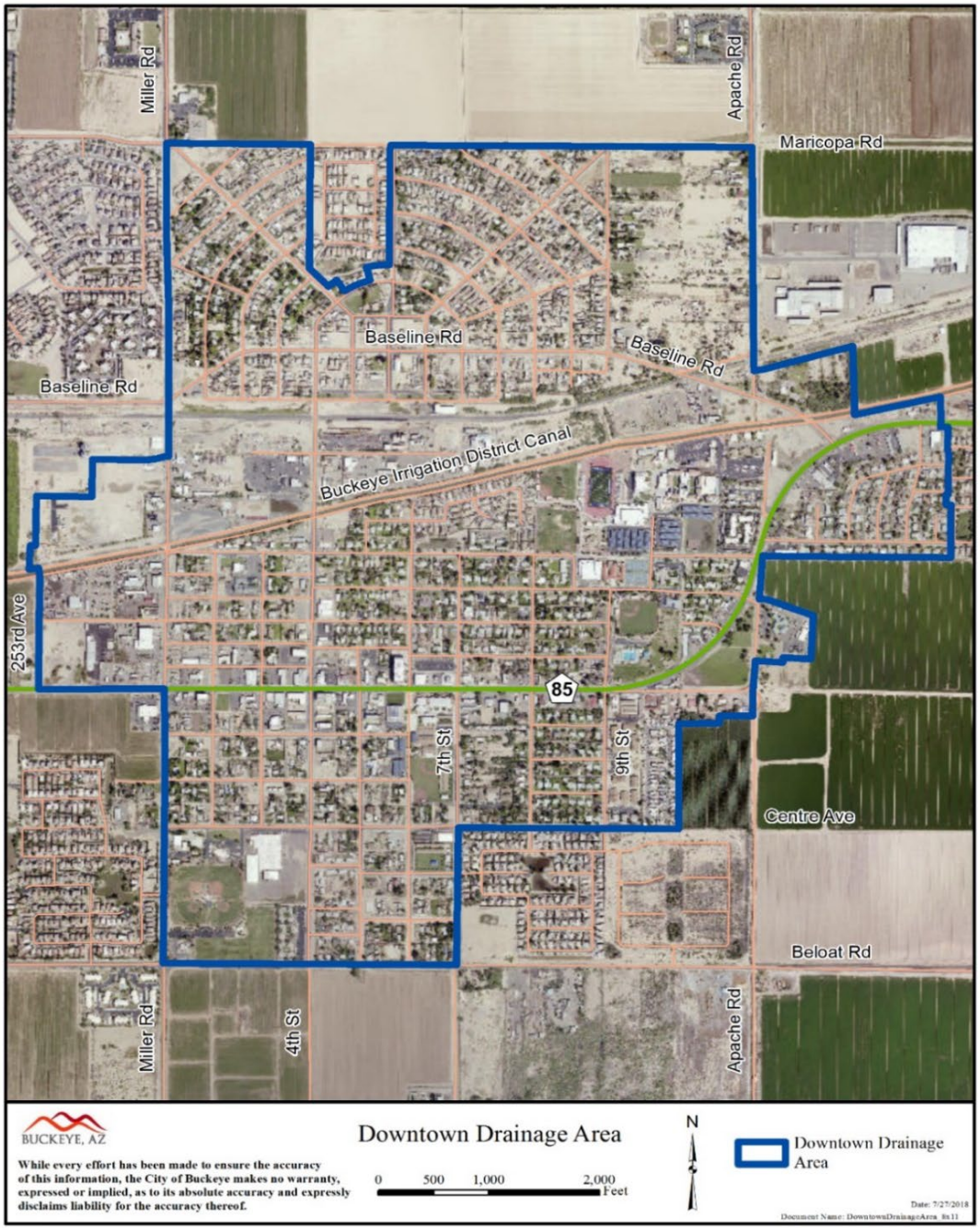
5-1.210 Runoff Volume Calculation – Detention

A. HEC-1 modeling can be used for storage basin design and analysis, or if a pre-versus post volume difference is needed. Use Modified Puls level pool routing option in HEC-1 for hydrograph routing through storage basins and lakes. For permanent lakes assume no available storage below the normal water surface elevation.

5-1.211 Downtown Buckeye Area

A. In the downtown area of the City of Buckeye, identified in Figure 1, are areas of the City that have reduced or no retention requirements. Parcels larger than one acre require the retention of Pre vs Post runoff or first flush, whichever is greater.

Figure 1: Downtown Drainage Area



5-1.300 Hydraulics

5-1.301 General Requirements

A. Engineering design requirements contained in this section are in accordance with the FCDMC Drainage Policies & Standards Manual; Drainage Design Manual for Maricopa County, Arizona, Volume II Hydraulics, which are to be followed to provide design criteria necessary for engineers relating to hydraulics, except where amended herein.

5-1.302 HEC-RAS

A. The U.S. Army Corps of Engineer's HEC-RAS Computer Models – Minimum required submittals when using HEC-RAS are:

1. A printout of the input data
2. A plan of the stream network with cross section locations and stationing. Include flow obstructions, ineffective flow areas modeled and other appropriate parameters at a sufficient scale to support the modeling. Overlay the cross sections on the topographic work map.
3. A detailed output summary table that includes flow rates, velocities, water surface elevations, bank stations, n-values, ineffective flow stations, flow obstruction stations, and other relevant parameters.
4. Cross section profiles.
5. Electronic model input file(s).
6. Supporting Documentation and Source Material for parameter selection
7. Models should be submitted without warnings or error messages unless prior approval is obtained to allow warnings messages. A detailed narrative is required to validate warning messages.
8. Adjustments to the modeling parameters made to address warnings and error messages will have a narrative section to detail the impact of the adjustments on the output.

5-1.400 Street Drainage

5-1.401 Design Criteria for Streets and Gutters

A. All properties as a condition of development, must be accessible during the 100-year storm event.

B. Street drainage design shall not increase runoff onto adjacent properties.

C. Lower classifications of roadway shall not direct runoff to higher classifications of roadways. For example, local roadways shall not direct surface runoff onto Parkway, Arterial, and Collector streets.

D. Commercial, industrial, or multifamily developments shall not direct runoff onto adjacent public ROW.

E. An inverted crown within public streets and roads is not allowed.

F. Curb openings or depressed curb with flows over sidewalks are not permitted.

G. Bubble up structures are not permitted for right-of-way drainage.

H. Storm drain systems are required to hydraulically capture any runoff in excess of the street drainage capacity design criteria relating to water depth requirements and flow rates in Table 2 (i.e. piping, catch basins, and street capacity).

I. Drainage structures in a sump condition are required to show by calculation that routing of flows in excess of the 10-year event to a retention / detention basin without exceeding the roadway's ponding depth / limits.

J. Street Drainage Calculations shall calculate street/gutter flow and velocity by using the modified Manning's equation in Section 3 of the Drainage Manual for Maricopa County, Volume II Hydraulics.

K. All roadway stormwater drainage capacities shall be designed for the 10-year and 100-year peak storms according to Table 2:

Table 2: Street Drainage Design Criteria

Design Storm Event	Street Type	Required Dry Lanes	Maximum Depth of Water
10-Year	Local Streets Minor Collector	None	Top of Curb*
	Major Collector Minor Arterials	Minimum One Dry Lane in Each Traffic Direction. No Conveyance Through Intersections.	Top of Curb or as Required by Dry Lane Criteria
	Major Arterials Parkways	Minimum Two Dry Lanes in Each Traffic Direction. No Conveyance Through Intersections.	Top of Curb or as Required by Dry Lane Criteria
100-Year	Local Streets Minor Collector	None	Flow Must Be Contained Within The Right-of-Way*
	Major Collector Minor Arterials	None	Flow Must Be Contained Within The Right-of-Way or Eight Inches Maximum Depth From Gutter Flow Line
	Major Arterials Parkways	Minimum One Dry Lane in Each Traffic Direction. No Conveyance Through Intersections.	Flow Must Be Contained Within The Right-of-Way or Eight Inches Maximum Depth From Gutter Flow Line or as Required by Dry Lane Criteria
* Analysis for local streets shall account for both roll curb and gutter and vertical curb and gutter scenarios as needed.			

- Maximum Velocity = 10 ft/sec
- Maximum Flow Rate = 100 ft^3/sec

5-1.402 Valley Gutters

A. Cross street valley gutters are only permitted on local streets for the purpose of transporting runoff when a storm drain system is not required.

B. Cross street valley gutters are not acceptable for use on Parkways, Arterials, or Collectors due to impact on traffic.

C. See COB EDS 6-3 for additional valley gutter requirements.

5-1.403 Storm Drains and Culverts

A. Design Storm: Culverts under public streets or commercial/industrial access points must convey the 100-year flow with no overtopping of the street or driveway.

B. Material:

1. The acceptable standard material for storm drains within the right-of-way or within a public storm drain easement is to be rubber gasket reinforced concrete pipe (RGRCP) Class III, Class IV, or Class V or polypropylene pipe (PP). Polypropylene pipe shall utilize City of Buckeye Standard Details 51403A and 51403B for trenching, and 51403C and 51403D for manhole connections. Class V RGRCP pipe is to be specified any time there is less than two feet of cover over the proposed storm drain or whenever H-20 wheel loading calculations require it.

C. Minimum Size:

1. Minimum storm drain pipe size within public storm drainage systems or within the public right-of-way and private streets for storm drain lines shall be 18 inches.

2. Minimum storm drain pipe size for equalization of retention or detention basins shall be 18 inches. If a basin is short more than 1/3 of the basin volume required, the engineer shall provide calculations for sizing the equalizer pipe.

3. Box culverts constructed to ADOT Highways Division Structures "SD" Standard Details. Minimum box height is four feet.

D. Minimum horizontal separation of storm drains between sewer lines and water lines shall be six feet edge of pipe to edge of pipe.

E. Minimum vertical separation of storm drains between sewer lines and water lines shall be two feet edge of pipe to edge of pipe.

F. Design Velocity:

1. Minimum design velocity for storm drainpipe during 10-year storm shall be 2.0 feet per second.
2. Maximum design velocity for storm drainpipe shall be 15.0 feet per second.

G. Stormwater pipes discharging into retention or detention basins are required to be one half foot above the bottom elevation of the basin with the appropriately sized riprap and/or concrete aprons for control of scour.

H. Calculations for the hydraulic capacity of storm drainpipes, Manning's Equation shall be used.

$$Q = \frac{1.486}{n} * A * R^{2/3} * S_f^{1/2}$$

Q = Discharge, cubic feet per second
A = Flow Area, square feet
R = Hydraulic Radius, ft
n = Manning's Roughness coefficient, 0.013
S_f = Friction Slope, assumed equal to pipe slope, ft/ft

See Table 4.1 of the FCDMC Drainage Design Manual Volume II Hydraulics for Manning's "n" values.

I. Hydraulic Grade Line:

1. Regardless of full flow or partial flow conditions, calculations for establishing the hydraulic grade line (HGL) for storm drainage catch basins, pipes, and other drainage structures are to be included on the Grading and Drainage improvement plans.
2. The HGL matching the design storm shall be shown on storm drain piping profile drawings and in the Final Drainage Report on a small-scale profile.
3. Storm drainage facilities within or in connection to the public right-of-way require the Hydraulic Grade Line (HGL) for the design storm be at least one foot below finished grade, flow line of gutter, top of grate elevation, or manhole cover.

4. Hydraulic Grade Line calculations shall be based on the basin being a quarter full for the 10-year design and half full for the 100-year design.

J. Once public storm drains leave the right-of-way maintain an eight-foot buffer on each side for all landscape materials other than decomposed granite, turf, ground cover plants.

5-1.404 Manholes

A. Manholes are required at all junctions of two or more pipes and at all changes of grade, pipe size, pipe material or alignment for storm drains within the right-of-way or public storm drain easement.

1. The elevation of pipe crowns, not inverts, are to be matched at manholes and structures where pipe sizes change.
2. Directional changes of storm drains requiring a manhole shall have a minimum 0.10 feet drop in elevation between storm drain inverts.
3. Deflection angle of storm drains at a manhole should not exceed 90 degrees.

B. Required manhole spacing:

1. Storm drain diameter less than or equal to 48 inches, maximum manhole spacing is 400 feet.
2. Storm drain diameter greater than 48 inches and less than or equal to 84 inches, maximum manhole spacing is 600 feet.
3. Storm drain diameter greater than 84 inches, maximum manhole spacing is 1,300 feet.

C. Storm drain manhole materials and construction shall follow MAG Uniform Standard Details and Specifications for Public Works Construction.

D. Storm drain manhole, frame, or cover shall not be located in the curb, gutter, sidewalk, or driveways.

E. Public storm drain manhole frame and cover shall be constructed per MAG Standard Detail 423. The label on the cover shall read “Buckeye Storm Sewer” as shown in City of Buckeye Standard Detail 51404.

5-1.405 Catch Basins

A. Catch basins shall be the curb opening type constructed to MAG Standard Details 542-1 and 542-2.

B. Grated inlets and combination curb opening-grated inlet type are generally not allowed within City of Buckeye right-of-way unless approved by the City for unique low points such as within a major median.

C. Slotted drains are not allowed within the City of Buckeye right-of-way and City owned properties.

D. Calculations for sizing catch basins and inlets, including friction losses and clogging factors, shall comply with Section 3 of the Drainage Design Manual for Maricopa County, Arizona, Volume II Hydraulics and Table 6.8 of the Drainage Polices and Standards Manual for Maricopa County.

5-1.406 Scuppers

A. Scuppers are not permitted on collector or higher street classifications.

B. Scuppers are not permitted with curb separated sidewalks.

C. Under sidewalk scupper constructed to MAG Standard Detail 206 modified to use handrail per City of Buckeye Standard Detail 51407C. Metal cover types are not acceptable.

D. Calculations of scupper sizes shall be according to Section 3 of the Drainage Manual for Maricopa County, Volume II Hydraulics, or FHWA HEC-12 and HEC-22. Clogging factors shall be from Table 6.8 of the Drainage Policies and Standards Manual for Maricopa County.

E. Scuppers must convey a minimum of the 10-year flow. Spillway width shall match scupper width or shall taper at 3:1 maximum. Concrete spillways shall extend to basin or channel bottom.

5-1.407 Pipe Inlets and Outlets

A. Headwalls are required for pipe outlets per City of Buckeye Standard Detail 51407A. Special considerations will be given for alternative outlet design for golf courses, natural washes, and channels.

B. Access barriers / trash racks are required on the exposed ends of all storm drains 18 inches in diameter and greater per City of Buckeye Standard Detail 51407B.

C. Headwalls greater than 30 inches in height, and any headwalls adjacent to sidewalks require handrails per City of Buckeye Standard Detail 51407C.

5-1.408 Grouted Riprap

A. Grouted riprap is required in residential areas, parks and usable open space. Concrete base shall be a minimum of four inches thick with hand placed rock averaging six inches in diameter that are embedded approximately three inches into the concrete. The rock shall be free of concrete on the exposed surface and shall be spaced an average of two inches apart. Grouted riprap shall extend a minimum of six feet from the concrete apron.

5-1.500 Open Channel Flow

5-1.501 General Requirements

A. Calculations required in the design of open channel flow shall comply with FCDMC Drainage Policies & Standards Manual and the Drainage Design Manual for Maricopa County, Arizona, Volume II Hydraulics, Section 6.

B. Conveyance of the historic flows shall be maintained.

C. Offsite historical flow characteristics (location, flowrate, velocities, etc.) entering and exiting the development shall be maintained. Channel routing within the development may be altered.

D. If offsite flow terminates within the development, increased amounts of retention or detention will be required.

E. Routing of offsite flows within City of Buckeye right-of-way or PUEs are not allowed, except where crossings (culverts, bridges) are permitted.

F. Culverts are required to convey the channel flow capacity. No low water crossings are allowed.

G. Where man-made channels are required, the emphasis should be placed on non-erosive velocities or appropriate erosion protection per the Drainage Policies and Standards for Maricopa County, Arizona. Concrete or shotcrete lined channels are prohibited in residential or recreational areas.

H. All engineered channels shall have a minimum of one foot of freeboard for subcritical flow and two feet for supercritical flow. The design engineer will consider greater amounts of freeboard due to velocity, transitions, etc. where applicable.

I. For channel drop structures, the maximum vertical drop height from invert crest to invert toe for any single step shall be two- and one-half feet. A six-foot wide (minimum) horizontal apron shall be provided for every two- and one-half feet of vertical drop in a "stair step" fashion. Drop structures constructed of concrete or shotcrete shall have a roughened surface to discourage inappropriate recreational use.

J. Total scour depth protection is required. Engineer shall submit calculations for adequately sized erosion control measures. Launchable rip rap is not allowed.

K. Adequate safety measures must be taken (i.e. safety railings, safety fence, warning signs etc.) where accessible to the public.

5-1.502 Open Channels

A. The channels shall comply with the following:

1. Channels that are located adjacent to the right-of-way have the following requirements:

   a. Channels accessible to the public or in residential areas shall be limited to three feet in normal flow depth and channel side slopes shall not exceed 4:1.

   b. Channels are not allowed within the right-of-way.

   c. Channels are not allowed within a PUE.

2. Channels within private commercial and industrial developments without public access are allowed greater depths with the following requirements but not limited to:

   a. Vertical side slopes when using structural walls, otherwise maximum side slope of 3:1 (h:v).

   b. A six-foot-tall viewable fence around the channel.

5-1.600 <u>Retaining Walls</u>

5-1.601 General Requirements

A. Retaining walls are required for elevation differences greater than one foot between lots in subdivisions, or between a development and adjacent properties.

B. The height of retaining walls cannot exceed six feet.

C. Terraced retaining walls are encouraged in areas where over six feet is required to be retained.

D. When terraced retaining walls are used, the top of the footing of the upper retaining wall shall be a minimum of one foot below the top of the lower retaining wall. The slope between the retaining walls shall not exceed 4:1 and the toe of the slope shall be a minimum of four inches below the top of the lower retaining wall.

E. When a retaining wall is used adjacent to a side slope of a retention basin, a minimum two-foot-wide bench shall be provided adjacent to the retaining wall prior to the slope beginning.

F. All retaining walls require structural details and calculations.

G. Retaining walls require separate review and permitting by the City of Buckeye Building Department.

5-1.700 Residential Lot Grading

5-1.701 General Requirements

A. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of six inches within the first ten feet.

B. For residential lots, where conditions prohibit six inches of fall within ten feet, the grade shall slope away from the foundation at a minimum slope of 5%, and the water shall be directed to drains or swales. Impervious surfaces shall have a minimum slope of 2% when located within ten feet of the building foundation.

C. Minimum residential side yard slopes shall be 0.5%, or steeper if required by soils report, and shall typically drain to the street, unless otherwise approved in a community Master Drainage Report.

5-1.800 Stormwater Storage Facilities

5-1.801 General Requirements

A. All retention / detention facilities must be drained within 36 hours.

B. All retention and detention basins shall have a minimum of one foot of freeboard above the HW.

C. All basins' emergency outfall elevation shall be at least one foot below any adjacent finished floor building elevation.

D. Recreational facilities are not allowed within retention/detention basins (pickleball courts, basketball courts, playgrounds, etc.).

E. Flow removed from the street shall not be allowed to return to surface street flow. Basins sized for less than the design storm must convey the excess flow to the next downstream basin by storm drain or by private landscape tracts not within the right-of-way.

5-1.802 Stormwater Storage Facilities – Surface Retention Basins

A. The most common method of stormwater storage is surface retention or detention basins. Where surface storage of the required retention is planned and provided, the basin shall comply with the following:

1. Basins that are located adjacent to the right-of-way have the following requirements:

   a. Basins must be landscaped in accordance with the City of Buckeye Development Code.

   b. Maximum HW of three feet in depth.

   c. Retention / detention is not allowed within the right-of-way.

   d. Retention / detention is not allowed within a PUE.

   e. Side slopes shall not exceed 8:1 within eight feet of a public right-of-way or back of sidewalk, whichever is greater. Side slopes shall not exceed 4:1 in other perimeter areas.

2. Basins within private commercial and industrial developments without public access are allowed greater HW depths with the following requirements but not limited to:

   a. Vertical side slopes when using structural walls, otherwise maximum side slope of 3:1 (h:v).

   b. A six-foot-tall viewable fence around the retention basin.

   c. A drivable access for maintenance to the bottom of the basin.

3. Retention or detention is not allowing in paved parking lot areas.

5-1.803 Stormwater Storage Facilities – Underground Retention Systems

A. Underground storage is an acceptable method for certain applications to store stormwater runoff. Underground stormwater storage utilizes storage tanks, vaults, chambers, etc. to place the required stormwater retention or detention volume underground within the development site. The engineer shall consider the following during the design process for any project involving underground storage:

1. 100-year 6-hour volume provided.
2. Soil conditions.
3. Access to the underground structure for routine maintenance.
4. Structural loads including H-20 traffic loads.
5. Buoyancy of the structure.
6. Drainage of the underground structure within the required 36-hour period.

B. Underground stormwater storage is allowed for:

1. Commercial developments.
2. Industrial developments.
3. Multifamily developments such as condominiums and apartments.

C. Underground storage is not allowed:

1. Within Single Family Residential developments.
2. Within City of Buckeye right-of-way.
3. Beneath surface retention or detention basins unless an anchor system is used, and buoyancy calculations are provided.
4. Where a high groundwater table encroaches onto the storage tank.

D. All stormwater entering an underground retention system shall first pass through a cleaning mechanism (retention basin or sand and debris separator) capable of treating the first flush flow. Flow greater than the first flush flow may bypass the cleaning mechanism. An alternative to the cleaning mechanism is to provide a sediment isolation chamber.

E. A geotechnical report is required by an Arizona Registered Professional Engineer detailing the following:

1. Ground water table elevation with respect to the bottom elevation of underground storage structure.
2. Soil pH.
3. Soil resistivity in ohm-cm.
4. Chloride and sulfate concentration in ppm.

F. A minimum 75-year service life of any underground stormwater storage is required.

G. Underground stormwater storage structures minimum cover shall be three feet in depth, or three feet below the pavement section.

H. Underground stormwater storage structures must drain within 36 hours by percolation or drywells. When utilizing drywells:

1. Provide drywell detail relating to the connection of the underground stormwater storage structure.
2. The drywell sediment chamber must be lower than the bottom elevation of the structure for positive drainage.
3. The system shall be inspected to ensure it is properly installed per these requirements.

5-1.804 Underground Retention with CMP

A. Installation of CMP underground stormwater storage must be in accordance with MAG Specification Section 621 and manufacturers specifications.

B. Metal type, corrugation sizes, and lining must be designed to the National Corrugated Steel Pipe Association (NCSPA), unless otherwise approved by the City Engineer.

C. Refer to the American Iron and Steel Institute Estimated Material Service Life Table for additional guidance.

1. Aluminized Type 2 – the bedding, haunching, and initial backfill shall have pH between 5-9 and resistivity ≥ 1,500 ohm-cm or pH between 4.5-9 and resistivity ≥ 5,000 ohm-cm.
2. Polymer Coated – the bedding, haunching, and initial backfill shall have pH between 4-9 and resistivity ≥ 750 ohm-cm.

D. Underground stormwater storage structures must provide a minimum of two access points:

1. Access manholes shall be 48 inches in diameter with a 30-inch bolted manhole frame and cover (solid or grated). The cover shall be labeled "Retention Tank."
2. Access manholes must include a fixed ladder.
3. Concrete collars are required per MAG Standard Detail 422.
4. Engineer must provide construction details and specifications for CMP underground stormwater storage including but not limited to:
   a. End walls.
   b. Access risers.
   c. Excavation, bedding, and backfill according to MAG Standard Specifications 601 and 760 with material and installation requirements.
   d. Watertight joints.

5-1.805 Underground Retention with Perforated Pipes/Chambers

A. Aggregate void volume for retention calculations shall not exceed 50% of the aggregates certified void volume.

B. Aggregate void volume for retention calculations shall be limited to the height between the bottom of the pipe/chamber and the top of the pipe/chamber.

C. Aggregate material gradation and void volume testing shall be submitted prior to construction. Approved aggregate material shall be supplied by only the approved supplier.

D. The aggregate envelope utilized for retention shall have an approved filter fabric on the bottom, side, and top of the aggregate.

5-1.806 Stormwater Storage Facilities – On-Lot Residential Retention

A. Individual single family residential developments (one dwelling unit per lot) with lots greater than or equal to one acre (43,560 SF) are allowed to fulfill retention requirements with on-lot retention. The following are requirements of on-lot retention:

1. Calculations and design criteria of on-lot retention shall comply with Section 5-1.700 of this section.

2. Where on-lot retention is allowed, the engineer has an option to submit either a drainage report or provide calculations on the grading and drainage improvement plans.
3. Calculations provided by the engineer are to include onsite and the respective half street runoff.
4. Finish floor elevations shall be set at a minimum of one foot above the basin and lot outfall.
5. On-lot retention shall not be located within ROW or a PUE.
6. Side slopes: Maximum 4:1.
7. Basin water depth is limited to one foot deep.
8. Runoff coefficients used in calculating runoff shall comply with Section 5-1.205 of this section.
9. Parcels with on-lot retention shall be identified on the final plat.
10. Copy of recorded covenant requiring the 100-year 2-hour retention including adjacent half street runoff in perpetuity on parcel deed shall be submitted with building permit applications where lots are subject to on-lot retention.
11. As Built grading and drainage plan shall be submitted to the City prior to the obtaining a Certificate of Occupancy.
12. Any modifications to the configuration of the basin requires submittal of a grading and drainage plan to the City.
13. Individual single family residential developments with on-lot retention that receives flood irrigation shall include a minimum of 75% of the gross lot area of the lot multiplied by 0.50 feet in additional volume required by irrigation.

5-1.807 Stormwater Storage Facilities – Detention Basins

A. Detention basins capture runoff by means of a storage facility and release the runoff in a controlled manner. Detention basins have the following additional requirements:

1. Post-development peak discharges may not exceed pre-development peak discharges for the 2-, 10-, 50-, and 100-year storm events. First flush requirements must be met.

2. Controlled releases into existing rivers, washes, and public stormwater storage facilities must be discussed in the drainage report.
3. Detention basins shall have a free outlet with a minimum outlet pipe of 18 inches in diameter with or without orifice plates. The design engineer shall provide calculations that confirm the appropriate outlet to drain the required volume within the 36-hour time period.
4. Detention basins with a piped outlet shall require the invert be a minimum of one-half foot above the bottom of basin or at such a depth to retain the first flush volume.
5. The controlled outflow from the detention basin shall be a point of discharge such as a river, wash, or regional facility approved by the City, FCDMC, or the Corps of Engineers. To be approved: watershed timing issues must be studied and determined to not be an issue for downstream properties, system sediment balance must not be significantly affected, and cumulative impacts of applying such a policy throughout the watershed must not be detrimental to public safety or property.

5-1.900 Stormwater Disposal

5-1.901 General Requirements

A. Retention basins greater than one foot of ponding depth require a minimum of one drywell for stormwater disposal.

B. Single chamber drywells are not acceptable. Maxwell Plus drywells or approved equal are required.

C. Drywells must penetrate a minimum of ten feet into a permeable stratum and a constant head percolation test must be carried out on the completed drywell before acceptance. Certified percolation test results are to be filed with the City.

D. Direct connections of storm drain piping to drywells will not be permitted.

E. Drywells are to be equipped with a secured grate to prevent unauthorized removal.

F. Top of the drywell grates shall be set 0.3 feet above the bottom finished grade elevation of retention basins.

G. Drywell usage in areas with high groundwater may not be feasible or allowed. The Engineer shall evaluate alternative options such as a trench drain per City of Buckeye Standard Detail 51900 to dispose of storm runoff. Geotechnical evaluations will be required to determine the presence of groundwater.

H. All commercial and industrial developments that have fueling areas, bulk fuel storage, or bulk oil storage shall have a separate drainage area and drain to a storage facility that includes a Envibro petrochemical drywell system or approved equal.

I. Property owners of record shall be responsible for the design, performance, operation, and maintenance of all drywells in the development. Whenever it is determined that the drywell system cannot drain the basin(s) within 36-hours, the owner is obligated to replace deteriorated drywells or add drywells to comply with the 36-hour drain requirement.

J. All drywells shall be registered in accordance with the Safe Drinking Water Act's Underground Injection Control program and constructed by a licensed contractor.

K. Drywells shall comply with the ADEQ publication Guidance for Design, Installation, Operation, Maintenance, and Inspection of Drywells and the additional requirements described herein. A copy of the application for registration by the Underground Injection Control program regulator of the proposed drywell shall be submitted prior to approval of grading and drainage plans.

5-1.902 Drywells – Locations

A. Drywells shall be located as far as practical (minimum 20 feet) from a basin inlet.

B. When multiple drywell installations are required, each drywell shall be located a minimum of 100-feet apart.

C. Drywells shall be located a minimum of 20 feet from permanent foundations and structures.

D. Drywells shall be located a minimum of 25 feet from stormwater underground storage structures.

E. Drywells shall be located a minimum of 100 feet away from water wells and septic systems.

F. Drywells are not allowed within public street ROW, PUE, nor private street roadway tracts.

G. Drywells shall never be placed within basin side slopes.

H. Drywells shall be a minimum of 10 feet from toe of side slope.

I. Drywells installed in asphalt parking lots shall have concrete adjustment rings placed around the grate per MAG Standard Detail 422.

5-1.903 Drywells – Design / Pre-Construction

A. Drywell infiltration or volume cannot be considered in retention calculations in efforts to reduce the size of the retention area.

B. A maximum disposal rate of 0.20 cubic feet per second may be used for estimating the number of drywells required for preliminary plat/site plan. In other words, one drywell for every 25,920 cubic feet of required retention will be required for design. When the requirement for drywells is triggered the entire basin required volume must be assumed to be drained via drywells only.

C. Calculations are required in the final drainage report showing the minimum number of drywells required to drain retention facilities in 36 hours.

D. If localized depressions are allowed within a basin, a Maxwell Plus drywell shall be placed within the depression, but as far as practicable from a basin inlet.

5-1.904 Drywells Post-Construction

A. Each drywell shall be tested after installation and constant head percolation test is required. Fifty percent of the tested percolation rate shall be used in calculations for drywell stormwater disposal, up to but not exceeding 0.50 cubic feet per second, compensating for deterioration of percolation rates over time. If the post construction percolation testing results in the stormwater storage facilities disposal time is greater than 36 hours, additional drywells are required to be installed.

B. Certification of post-construction drywell percolation rates, revised disposal rates, and quantity of drywells, are required by the Engineer on the As-Built Plans and project close out package.

C. Drywell drilling logs at five-foot intervals including lithology changes, along with an engineer's certification that the drywells have been installed in

accordance with plans, specifications and requirements shall be submitted as part of the Project As-Built Package.

D. The approved drywell registration from the Underground Injection Control program regulator shall be submitted to the City of Buckeye by the developer or Engineer at the time the close-out package is submitted. A tabulation showing drywell number, registration number, and certified test percolation rates will be added to the Grading Plans before submitting As-Builts.

5-1.905 Ground Percolation Post-Construction

A. Ground percolation can be included in post-construction basin disposal calculations as outlined in the Percolation Test Requirement for Retention Basins in the Maricopa County Drainage Policies and Standards, with the exception that an average of the percolation rates measured can be used for Equation 6.7 instead of the lowest measured rate.

5-1.1000 <u>Regional Drainage</u>

5-1.1001 Retention Basins

A. Regional detention/retention facilities are large storage facilities located at strategic sites within a watershed to provide control of runoff. The advantage of this type of facility is that the siting and design of regional storage facilities is normally incorporated as part of an overall drainage master plan.

B. Regional retention basins are typically deeper in depth. Greater water depths will require flatter side slopes and approval of the City. The following depth/side slope criteria shall be used:

1. Basins 0′ to 3′ in ponding depth ---------- 4:1 side slopes
2. Basins 3′ to 6′ in ponding depth ---------- 6:1 side slopes
3. Basins 6′ to 9′ in ponding depth ---------- 10:1 side slopes
4. Basins greater than 9′ in ponding depth --- 12:1 side slopes

C. Regional detention/retention facilities to be designed with active recreation amenities are to provide a minimum of one maintenance access that is not to exceed a 10:1 rate of slope (match basin side slope where basins are greater than nine feet in depth) with a minimum unobstructed width of 20 feet.

5-1.1002 Channels:

A. For engineered channels with flow depths greater than three feet the following shall be required:

1. Access ramps shall meet the FCDMC ramp requirements.
2. Paved access ramps shall be required for the portions that will be inundated by the 100-year peak event and shall be properly "toed in" to protect the ramp from erosion during storm events.
3. Access ways or ramps may be combined with portions of multi-use trails, subject to approval by the City.
4. Safety barriers or fencing.

5-1.1100 <u>Drainage Reports</u>

5-1.1101 General Requirements

A. A detailed drainage study is required of the applicant to evaluate the total contributing flow impacting the proposed development. All developments within the City shall provide such storm drainage facilities as are necessary to ensure that all improvements, structures and properties, both within the subject development and those located upstream and downstream of the development, shall be protected from the adverse impact of stormwater up to the 100-year storm due to the proposed development.

B. The 'Master', 'Preliminary', and 'Final' Drainage Report(s) must be sealed and signed by a registered Civil Engineer in the state of Arizona.

C. A Master Drainage Report shall be submitted in support of PADs, Community Master Plans, and Rezones.

D. A Preliminary Drainage Report shall be submitted in support of Preliminary Plats, Site Plans, and Conditional Use Permits.

E. A Final Drainage Report shall be submitted in support of all civil plans and final plats.

F. All Drainage Reports shall adhere to the City of Buckeye Preliminary and Final Drainage Report Guidelines as published in the following sections.

G. Purpose of the Drainage Report Guidelines:

1. This document was prepared as a tool for developers and engineers seeking construction permits for any proposed improvements within the city limits that require the preparation and submittal of accompanying 'master', 'preliminary', and 'final' drainage reports.
2. This Drainage Report Guideline will serve as a reference document that defines the city's minimum standards and requirements for master, preliminary, and final drainage design. Adherence to these minimum drainage requirements by the development and engineering community is imperative to mitigate the hazards associated with the potential for increased runoff due to new development.
3. Additional information may be required for approval as deemed necessary by the City.

H. Intent of the Drainage Report Guidelines:

1. The intent of this document is to convey to the user the minimum topics that a master, preliminary, and final drainage report submitted to the City of Buckeye should address.
2. The intent of this document is not to provide a comprehensive drainage design section.
3. This document assumes that the user is familiar with the basic concepts and industry standard practice for hydrologic and hydraulic analysis and computations. Further, it is assumed that the user has a good understanding of the theory and science behind those subjects.
4. This document should not be expected to address all situations that may be relevant on specific project sites. It will merely provide a guide that will aid developers and engineers in the goal of meeting the basic minimum criteria for any drainage design conducted within the City of Buckeye.
5. Every project is different and may be associated with a set of drainage design challenges unique to its specific location not common to other projects. Although these issues may not be specifically addressed by this guideline, they must be identified and addressed by the master, preliminary, and final drainage report(s) for that project.
6. Each basic design guideline element does need to be addressed within the drainage report(s) to assure that the element was considered and evaluated. For example, regardless of the existence of offsite flow impacts

to a particular project site, offsite flow should always be addressed and explained in the master or preliminary drainage report and then in detail for the final drainage report.

7. It is the responsibility of the engineer to provide a complete and thorough drainage evaluation that meets the industry standard of care for each project.

5-1.1102 Master Drainage Report Submittal

A. Minimum Elements Required:

1. This section will briefly summarize the basic elements that should be addressed by all master drainage reports submitted to the City of Buckeye for review and approval.
2. A general discussion of items listed below is required for master drainage report submittals. At the master drainage report submittal, the discussion of the required items may be brief and general with the understanding that these items will be addressed in greater detail with the subsequent submittal of individual preliminary and final drainage reports.
3. It is important that the items below are addressed at the master plan stage for the proposed development to minimize the number of drainage issues that may otherwise not be identified until the project is much further along.
4. For a summary of the basic elements that should be addressed by all final drainage reports submitted to the City of Buckeye for review and approval refer to Section 5-1.1104. Several additional items that are not usually required for inclusion with the master drainage report must be discussed in the final drainage report. In certain cases, it may be appropriate to include some of those items in the master drainage report submittal. It is up to the developer/engineer to use his or her judgment when determining the appropriate contents of a master drainage report.

B. Master Drainage Report Format / Minimum Design Elements / Description of Design Elements:

Cover Sheet

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APPENDICES

EXHIBITS

Each element listed above is briefly described below. Each element should include a brief discussion and may include some preliminary analysis if required to support/document any data shown within the text or on tables. If any of the elements listed above and described below are not applicable to a particular project site, the developer/engineer should still include the element heading within the master drainage report. A single sentence explaining why the element is not applicable to the specific project site must be provided. This is important since it indicates that the developer/engineer is aware of such elements and has addressed them. If an element is simply missing from the report, it is unclear whether it was considered and/or the reason or reasons it was deemed 'not applicable'.

If required, the appendix provided for the master drainage report will contain detailed calculations and data sheets necessary to develop the summary tables.

Cover Sheet – The Cover Sheet should include the project name and location, submittal date and submittal number, a list of all prior submittal dates and corresponding submittal numbers, prepared for including contact name, company name, address, telephone number, and email; prepared by including: contact name, company name, address, telephone number, and email; Engineer's seal and date.

Table of Contents – List all sections, figures, tables, exhibits, appendices, and Engineer's seal.

Introduction – Every master drainage report must include a short introductory section that describes the general area within which the project site is located, some 'context' for the project site and a summary of the overall area.

Project Description – This will include the specific project site location, a simple vicinity map (showing the project site relative to the overall region), hydrologic character of the area, the purpose of the report; any existing regional drainage facilities, features such as irrigation canal, CAP, or Railroad. At the preliminary level, the above items may be explained in general/broad terms.

These and other elements will be described in much more detail in the final drainage report.

Project Name and Address if Known – Briefly state the name of the project and the address if known.

Location and Topography – A very brief description of the hydrologic character within which the project site is located (natural desert, mountain, alluvial fan, valley, foothills, etc.) as well as the major existing land uses (Industrial, Commercial, Lot Split & Subdivision).

This section should also include a description of the topography in terms of overall direction of flow. Any other major features such as existing washes or flood control channels should be noted as well.

Existing/On-going Studies – This is a list of any past/on-going studies available within the vicinity of the project site that may have an impact on the site. These are usually relevant to offsite discharges impacting proposed project sites. These may include, but are not limited to, Floodplain Delineation Studies (FDS),

Area Drainage Master Studies (ADMS), and Area Drainage Master Plans (ADMP). At the preliminary level, the report can list relevant studies as a 'bullet' list. The preliminary and final drainage reports will contain a more detailed description and summary of each study listed.

Regional Drainage Plan – This should be a general description of regional drainage features and/or the existence of a regional drainage plan. At the master report level, these features need only be acknowledged with a full discussion following in the preliminary and final drainage reports.

FEMA Flood Hazard Zones – It is important to establish any known flood hazards that may exist around or on the project site. This information will be used as a basis for determining the need for the mitigation of known hazards through site improvements that could require a CLOMR/LOMR process. Regardless of the existence of a known flood hazard zone, a figure must be provided illustrating the overall project site superimposed onto the effective FIRM. The panel number and effective date of the FIRM must be visible on the figure. This information is important at the master level as it can have a significant impact on the project master plan.

Offsite Hydrology – This section will contain a brief description of the existing condition hydrology, as well as the proposed condition hydrology. It will briefly describe the detailed methodology, criteria and assumptions that will be used to develop the hydrology. There will be a general description of the offsite discharges impacting the project site. This section of the report must contain a summary table of offsite subbasin area discharges and a corresponding concentration point that can be quickly and easily referenced on a figure (minimum 11"x17") within the report. Finally, the appendix will contain documentation for any calculations and computations used to develop the data contained within the summary table.

Methodology and Criteria – A brief description of the methodology and criteria followed to develop any offsite peak flow rates necessary to support the preliminary plat. This section must reference the methods and criteria required by the City of Buckeye.

Existing Land Use – This section is contained within the Offsite Hydrology section of the report. It will provide a general overview of the existing offsite land uses.

Onsite Hydrology – This section of the report will describe the nature of the onsite proposed land use, and an approximation of the weighted roughness

coefficient ("C" value) based on City of Buckeye criteria within Section 5-1.204 and the FCDMC's Drainage Design Manual, Hydrology.

Methodology and Criteria – A brief description of the methodology and criteria followed to develop any onsite peak flow rates necessary to support the master plan. This section must reference the methods and criteria required by the City of Buckeye. This section should explain in general terms the more detailed approach that will be used in the preliminary and final drainage reports.

Proposed Drainage Infrastructure – This is a general discussion of the proposed drainage system that will be used within the project site to safely collect and dispose of runoff generated during 10-year and 100-year peak storm events. The detailed description and accompanying analysis will be presented in the final drainage report.

Conveyance of Offsite Runoff Through Project Site – As a sub-section of 'Proposed Drainage

Infrastructure', this section will provide a general description of the proposed conveyances that will be detailed in the final drainage report. This section will give a summary of those conveyances as well as their expected operation during the 10-year and 100-year peak events per the City of Buckeye requirements.

Onsite Retention Requirements – This section will explain the City of Buckeye requirements for onsite retention including, freeboard, side slopes, ponding depths, drain time and means of draining the basin. The equation used to compute the required volume of retention onsite should be shown with all the terms clearly labeled and defined within the text.

Required Retention Volume – This section should show the equation used to determine the required retention volume, define the terms and direct the reader to the appendix for detailed calculations and data documenting the computation of the required retention volume for the project site.

Provided Retention Volume – This section should show the equation used to determine the provided retention volume, define the terms and direct the reader to the appendix for detailed calculations and data documenting the computation(s). This section should provide the information necessary to show that areas designated for retention on the preliminary plat are sufficient given the basin geometry constraints (per City of Buckeye requirements) and in light of the required volume computed in the previous section.

Site Ultimate Outfall – This section should provide a brief description of the site ultimate outfall proposed on the preliminary plat. This section should describe (in concept) the way in which basin surcharges will be conveyed through the site. Such basin surcharge could be due to a non-design storm event that results in more volume intercepted by the basin than is provided by the basin.

Special Issues or Considerations – This section of the report should include an overview of any issues or considerations that could become significant during the preparation of the final drainage report and are unique to this project site. Such issues or considerations may include but are not limited to the following:

- 401/404 permit requirements
- Floodplain use permit

Summary and Conclusions – This section will provide a quick summary of the proposed master drainage concept for the project site and make conclusions as to its operation and ability to support the proposed project as well as meet the City of Buckeye requirements.

References – This section will provide a set of references that will document any and all explanation, calculations, methodology, criteria, past & on-going studies, etc. that were contained within the text of the preliminary report. At a minimum these references should include a title, author, and date.

APPENDICES – This portion of the report will contain exhibits, calculations, and other supporting data. Information from previous referenced reports that is important to the design of the proposed project should be included with Cover Sheet with City Approval documented.

EXHIBITS – At a minimum, every master drainage report submitted must provide an offsite and onsite drainage exhibit.

The offsite drainage exhibit may be at a smaller scale than that used for the onsite exhibit but must be easily readable. Any delineated subbasin areas necessary for the support of the proposed master plan must be at a scale suitable for area verification. This exhibit must show the entire offsite area contributing to the discharge at the project boundary and must include all information necessary for verification of the developed flow rates used in the drainage report.

If the offsite discharges were developed under a separate study or provided for use with this project, the source of these discharges must be clearly referenced and specified within the report. In this case, the offsite drainage exhibit may be

much less detailed and need only serve as a reference to the reader that will establish the geographic context within which the project site exists.

The onsite drainage exhibit should be plotted at a size and scale appropriate for verification of any master drainage subbasin areas, concentration points, proposed retention/detention basin volumes, etc. At a minimum, this exhibit must show project property boundaries, all existing structures, existing drainage patterns/features, existing contours and/or spot elevations, phase labels in the appropriate phase, proposed retention/detention basin locations, expected onsite flow patterns and flow arrows.

5-1.1103 Preliminary Drainage Report Submittal

A. Minimum Elements Required:

1. This section will briefly summarize the basic elements that should be addressed by all preliminary drainage reports submitted to the City of Buckeye for review and approval.
2. A general discussion of items listed below is required for the preliminary drainage report submittals. At the preliminary drainage report submittal, the discussion of the required items may be brief and general with the understanding that these items will be addressed in greater detail with the subsequent submittal of the final drainage report.
3. It is important that the items below are addressed at the preliminary plat stage for the proposed development to minimize the number of drainage issues that may otherwise not be identified until the project is much further along.
4. For a summary of the basic elements that should be addressed by all final drainage reports submitted to the City of Buckeye for review and approval refer to Section 5-1.1004. Several additional items (see Section 5-1.1004) that are not usually required for inclusion with the preliminary drainage report must be discussed in the final drainage report. In certain cases, it may be appropriate to include some of those items in the preliminary drainage report submittal. It is up to the developer/engineer to use his or her judgment when determining the appropriate contents of a preliminary drainage report.

B. Preliminary Drainage Report Format / Minimum Design Elements / Description of Design Elements:

Cover Sheet

Table of Contents

1. Introduction
    1.1. Project Description
    1.2. Project Name & Address if known
    1.3. Location & Topography
    1.4. Existing/On-Going Studies
    1.5. Regional Drainage Plan
    1.6. FEMA Flood Hazard Zones
2. Offsite Hydrology
    2.1. Methodology and Criteria
    2.2. Existing Land Use
3. Onsite Hydrology
    3.1. Methodology and Criteria
4. Proposed Drainage Infrastructure
    4.1. Conveyance of Runoff Through Project Site
    4.2. Onsite Retention Requirements
        4.2.1. Required Retention Volume
        4.2.2. Provided Retention Volume
        4.2.3. Ultimate Site Outfall
5. Special Issues or Considerations
    5.1. 401/404 Permit
    5.2. Floodplain Use Permit with FCDMC
6. Summary and Conclusions
7. References

APPENDICES

EXHIBITS

Each element listed above is briefly described below. Each element should include a brief discussion and may include some preliminary analysis if required to support/document any data shown within the text or on tables. If any of the elements listed above and described below are not applicable to a particular project site, the developer/engineer should still include the element heading within the preliminary drainage report. A single sentence explaining why the element is not applicable to the specific project site must be provided. This is important since it indicates that the developer/engineer is aware of such

elements and has addressed them. If an element is simply missing from the report, it is unclear whether it was considered and/or the reason or reasons it was deemed 'not applicable'.

If required, the appendix provided for the preliminary drainage report will contain detailed calculations and data sheets necessary to develop the summary tables.

Cover Sheet – The Cover Sheet should include the project name and location, submittal date and submittal number, a list of all prior submittal dates and corresponding submittal numbers, prepared for including contact name, company name, address, telephone number, and email; prepared by including: contact name, company name, address, telephone number, and email; Engineer's seal and date.

Table of Contents – List all sections, figures, tables, exhibits, appendices, and Engineer's seal.

Introduction – Every preliminary drainage report must include a short introductory section that describes the general area within which the project site is located, some 'context' for the project site and a summary of the overall area.

Project Description – This will include the specific project site location, a simple vicinity map (showing the project site relative to the overall region), hydrologic character of the area, the purpose of the report; any existing regional drainage facilities, features such as irrigation canal, CAP, or Railroad. At the preliminary level, the above items may be explained in general/broad terms.

These and other elements will be described in much more detail in the final drainage report.

Project Name and Address if Known – Briefly state the name of the project and the address if known.

Location and Topography – A very brief description of the hydrologic character within which the project site is located (natural desert, mountain, alluvial fan, valley, foothills, etc.) as well as the major existing land uses (Industrial, Commercial, Lot Split & Subdivision).

This section should also include a description of the topography in terms of overall direction of flow. Any other major features such as existing washes or flood control channels should be noted as well.

Existing/On-going Studies – This is a list of any past/on-going studies available within the vicinity of the project site that may have an impact on the site. These are usually relevant to offsite discharges impacting proposed project sites. These may include, but are not limited to, Floodplain Delineation Studies (FDS), Area Drainage Master Studies (ADMS), and Area Drainage Master Plans (ADMP). At the preliminary level, the report can list relevant studies as a 'bullet' list. The final drainage report will contain a more detailed description and summary of each study listed.

Regional Drainage Plan – This should be a general description of regional drainage features and/or the existence of a regional drainage plan. At the preliminary report level, these features need only be acknowledged with a full discussion following in the final drainage report.

FEMA Flood Hazard Zones – It is important to establish any known flood hazards that may exist around or on the project site. This information will be used as a basis for determining the need for the mitigation of known hazards through site improvements that could require a CLOMR/LOMR process. Regardless of the existence of a known flood hazard zone, a figure must be provided illustrating the overall project site superimposed onto the effective FIRM. The panel number and effective date of the FIRM must be visible on the figure. This information is important at the preliminary level as it can have a significant impact on the proposed preliminary plat.

Offsite Hydrology – This section will contain a brief description of the existing condition hydrology, as well as the proposed condition hydrology. It will briefly describe the detailed methodology, criteria and assumptions that will be used to develop the hydrology. There will be a general description of the offsite discharges impacting the project site. This section of the report must contain a summary table of offsite subbasin area discharges and a corresponding concentration point that can be quickly and easily referenced on a figure (minimum 11"x17") within the report. Finally, the appendix will contain documentation for any calculations and computations used to develop the data contained within the summary table.

Methodology and Criteria – A brief description of the methodology and criteria followed to develop any offsite peak flow rates necessary to support the preliminary plat. This section must reference the methods and criteria required by the City of Buckeye.

Existing Land Use – This section is contained within the Offsite Hydrology section of the report. It will provide a general overview of the existing offsite land uses.

Onsite Hydrology – This section of the report will describe the nature of the onsite proposed land use, and an approximation of the weighted roughness coefficient ("C" value) based on City of Buckeye criteria within Section 5-1.205 and the FCDMC's Drainage Design Manual, Hydrology.

Methodology and Criteria – A brief description of the methodology and criteria followed to develop any onsite peak flow rates necessary to support the preliminary plat. This section must reference the methods and criteria required by the City of Buckeye. This section should explain in general terms the more detailed approach that will be used in the final drainage report.

Proposed Drainage Infrastructure – This is a general discussion of the proposed drainage system that will be used within the project site to safely collect and dispose of runoff generated during 10-year and 100-year peak storm events. The detailed description and accompanying analysis will be presented in the final drainage report.

Conveyance of Offsite Runoff Through Project Site – As a sub-section of 'Proposed Drainage Infrastructure', this section will provide a general description of the proposed conveyances that will be detailed in the final drainage report. This section will give a summary of those conveyances as well as their expected operation during the 10-year and 100-year peak events per the City of Buckeye requirements.

Onsite Retention Requirements – This section will explain the City of Buckeye requirements for onsite retention including, freeboard, side slopes, ponding depths, drain time and means of draining the basin. The equation used to compute the required volume of retention onsite should be shown with all the terms clearly labeled and defined within the text.

Required Retention Volume – This section should show the equation used to determine the required retention volume, define the terms and direct the reader to the appendix for detailed calculations and data documenting the computation of the required retention volume for the project site.

Provided Retention Volume – This section should show the equation used to determine the provided retention volume, define the terms and direct the reader to the appendix for detailed calculations and data documenting the computation(s). This section should provide the information necessary to show

that areas designated for retention on the preliminary plat are sufficient given the basin geometry constraints (per City of Buckeye requirements) and in light of the required volume computed in the previous section.

Site Ultimate Outfall – This section should provide a brief description of the site ultimate outfall proposed on the preliminary plat. This section should describe (in concept) the way in which basin surcharges will be conveyed through the site. Such basin surcharge could be due to a non-design storm event that results in more volume intercepted by the basin than is provided by the basin.

Special Issues or Considerations – This section of the report should include an overview of any issues or considerations that could become significant during the preparation of the final drainage report and are unique to this project site. Such issues or considerations may include but are not limited to the following:

- 401/404 permit requirements
- Floodplain use permit

Summary and Conclusions – This section will provide a quick summary of the proposed preliminary drainage concept for the project site and make conclusions as to its operation and ability to support the proposed preliminary plat as well as meet the City of Buckeye requirements.

References – This section will provide a set of references that will document any and all explanation, calculations, methodology, criteria, past & on-going studies, etc. that were contained within the text of the preliminary report. At a minimum these references should include a title, author, and date.

APPENDICES – This portion of the table of contents will list all appendices provided in the preliminary report and a brief description of their contents.

EXHIBITS – At a minimum, every preliminary drainage report submitted must provide an offsite and onsite drainage exhibit.

The offsite drainage exhibit may be at a smaller scale than that used for the onsite exhibit but must be easily readable. Any delineated subbasin areas necessary for the support of the proposed preliminary plat must be at a scale suitable for area verification. This exhibit must show the entire offsite area contributing to the discharge at the project boundary and must include all information necessary for verification of the developed flow rates used in the drainage report.

If the offsite discharges were developed under a separate study or provided for use with this project, the source of these discharges must be clearly referenced and specified within the report. In this case, the offsite drainage exhibit may be much less detailed and need only serve as a reference to the reader that will establish the geographic context within which the project site exists.

The onsite drainage exhibit should be plotted at a size and scale appropriate for verification of any preliminary drainage subbasin areas, concentration points, proposed retention/detention basin volumes, etc. At a minimum, this exhibit must show project property boundaries, all existing structures, existing drainage patterns/features, existing contours and/or spot elevations, phase labels in the appropriate phase, proposed retention/detention basin locations, expected onsite flow patterns and flow arrows.

5-1.1104 Final Drainage Report Submittal

A. Minimum Elements Required:

1. This section will briefly summarize the basic elements that should be addressed by all final drainage reports submitted to the City of Buckeye for review and approval. A table of contents is required. However, a similar report format that addresses each element listed below will be the minimum expectation of the applicant or his/her representative by the city for final drainage report submittals.
2. Many of the elements listed below were included in the preliminary drainage report guidelines. Unlike the general/broad element discussions contained within the preliminary drainage report, those items addressed by the final drainage report must be presented in greater detail and will usually include extensive analysis with supporting data and calculations provided in an appendix and summarized in tables.

B. Final Drainage Report Format / Minimum Design Elements / Description of Design Elements:

Cover Sheet

Table of Contents

1. Introduction
   - 1.1. Project Description
     - 1.1.1. Project Name & Address if known
     - 1.1.2. Location & Topography

1.1.3. Existing/On-Going Studies
1.1.4. Regional Drainage Plan/Characteristics
1.1.5. FEMA Flood Hazard Zones
1.1.6. Reference to established Benchmark, address location of any proposed On-site
Temporary Benchmarks

2. Offsite Hydrology
   2.1.1. Methodology and Criteria
   2.1.2. Development of Offsite Peak Discharges
   2.1.3. Conveyance of Offsite Discharge
   2.1.4. Discharge at the entrance and exit points
   2.1.5. Existing Land Use
3. Onsite Hydrology
   3.1.1. Methodology and Criteria
   3.1.2. Existing Condition Discharges
   3.1.3. Proposed Condition Discharges
   3.1.4. Future Land Use
4. Proposed Drainage Infrastructure
   4.1. Conveyance of Runoff Through Project Site
      4.1.1. Street Conveyance
      4.1.2. Inlet Sizing
      4.1.3. Proposed Storm Drain Conveyance
      4.1.4. Proposed Channel Conveyance
   4.2. Onsite Retention Requirements
      4.2.1. Proposed Basin Geometry and Freeboard
      4.2.2. Required Retention Volume
      4.2.3. Provided Retention Volume
      4.2.4. Dissipation of Stored Runoff
      4.2.5. Onsite Retention Summary
      4.2.6. Ultimate Site Outfall
5. Interim Condition Drainage Concept
6. Special Issues or Considerations
   6.1. 401/404 Permit
   6.2. AZPDES
      6.2.1. SWPPP
      6.2.2. First Flush
   6.3. Downstream Impacts of Proposed Improvements
   6.4. Upstream Impacts of Proposed Improvements

6.5. Floodplain Use Permit with FCDMC
7. Summary and Conclusions
8. References

APPENDICES

EXHIBITS

DISCLAIMER:

THE CITY APPROVES THIS REPORT FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

BY: _____
BUCKEYE CITY ENGINEER DATE

Each of the elements listed above is briefly described below. Note that although these descriptions may be brief, the actual element may require an extensive discussion and supporting analysis with calculations provided within the final drainage report. Some of the elements listed above and described below may not be applicable to a particular project site. In this case, the developer/engineer should provide the element heading within the report and then a sentence explaining why this is not applicable to the specific project site. This is important since it indicates that the developer/engineer is aware of these elements and has addressed them. If the element is simply missing from the report, it is unclear if it was considered and/or the reason or reasons it was deemed 'not applicable'.

The appendix provided for the final drainage report will contain detailed calculations and data sheets necessary to develop the summary tables.

Cover Sheet – The Cover Sheet should include the project name and location, submittal date and submittal number, a list of all prior submittal dates and corresponding submittal numbers, prepared for including contact name, company name, address, telephone number, and email; prepared by including contact name, company name, address, telephone number, and email;

Engineer's seal and date. Include the Signature/Approval Block below on the cover.

Table of Contents – List all sections, figures, tables, exhibits, appendices, and Engineer's seal.

Introduction – Every final drainage report must include an introductory section that describes the general area within which the project site is located, some 'context' for the project site and a brief summary of the overall area.

Project Description – This will include the specific project site location, vicinity map, aerial photo, features such as irrigation canal, CAP, or Railroad.

Project Name and Address if Known – Briefly state the name of the project and the address if known.

Location and Topography – A brief description of the hydrologic character within which the project site is located (natural desert, mountain, alluvial fan, valley, foothills, etc.) as well as the major existing land uses (Industrial, Commercial, Lot Split & Subdivision).

This section should also include a description of the topography in terms of overall direction of flow and existing approximate percent grade through the project site. Any other major features such as existing washes or flood control channels should be noted as well. A plan view figure should be provided at a scale sufficient for the reader to see the adjacent streets/features that will place the project site in a clear context of the region within which it exists.

Existing/On-going Studies – This is a list of any past/on-going studies available within the vicinity of the project site that may have an impact on the site. These are usually relevant to offsite discharges impacting proposed project sites. These may include, but are not limited to, Floodplain Delineation Studies (FDS), Area Drainage Master Studies (ADMS), Area Drainage Master Plans (ADMP), and adjacent or Final Drainage Reports, if available.

Regional Drainage Plan/Characteristics – This should be a description of regional drainage features. Such features could be an engineered flood control channel or a major existing wash corridor.

FEMA Flood Hazard Zones – This is important to establish any known flood hazards that may exist around or on the project site. This information will be used as a basis for determining the need for the mitigation of known hazards through site improvements that could require a CLOMR/LOMR process.

Regardless of the existence of a known flood hazard zone, a figure must be provided illustrating the overall project site superimposed onto the appropriate effective FIRM. The panel number and effective date of the FIRM must be visible on the figure.

Reference to Established Benchmark – This section will identify an established benchmark and will include description, location, elevation, and datum. This will also include a discussion of any proposed onsite Temporary Benchmarks.

Offsite Hydrology – This will be a detailed description of the offsite discharges impacting the project site. This section of the report must contain a summary table of offsite subbasin area discharges and a corresponding concentration point that can be quickly and easily referenced on a drainage exhibit provided in the back of the report. Finally, the appendix will contain all detailed calculations and computations.

Methodology and Criteria – A brief description of the methodology and criteria followed to develop any offsite peak flow rates necessary to support the final plat. This section must reference the methods and criteria required by the City of Buckeye.

Development of Offsite Peak Discharges – This section will describe the methods, criteria and assumptions used to develop offsite discharges. If offsite discharges were developed by another study, that study should be referenced and documented in the appendix.

Conveyance of Offsite Discharge – Explain how offsite discharges impacting the project site will be conveyed through and/or around the site.

Discharge of Entrance and Exit Points – This will be a discussion of the existing discharges along the proposed project site boundary. This discussion will establish a basis for the existing condition that a proposed development may not change unless the change is an improvement to the existing condition.

Existing Land Use – This section is contained within the 'Offsite Hydrology' section of the report. This will provide a description of the existing offsite land use and (if required) an exhibit illustrating the existing ground cover, structures, and discharges.

Onsite Hydrology – This section of the final drainage report will describe the nature of the onsite proposed land use, land use dimension and areas, roughness coefficient and weighted "C" value used based on City of Buckeye criteria within Section 5-1.205 and FCDMC's Drainage Design Manual, Hydrology.

Methodology and Criteria – A detailed description of the methodology and criteria followed to develop the onsite peak flow rates. This section must reference the methods and criteria required by the City of Buckeye.

Proposed Condition Discharges – This section will provide a detailed discussion of the proposed condition discharges. This section of the report must contain a summary table of onsite (proposed condition) discharges and a corresponding concentration point that can be referenced on a drainage exhibit provided in the back of the final drainage report. At a minimum, the summary table should include the following:

- Proposed concentration points and the Discharge at the entrance to the site must be labeled.
- Contributing subbasin area(s) ID and corresponding area of each and the Discharge at the concentration point must be stated. If there is more than one contributing area at a particular concentration point, provide a total summation of the individual areas. Footnote the table to direct the reader to the detailed calculation and data documenting the proposed condition discharges.
- The proposed discharge at the concentration point for the 10-year and 100-year storm events.

Finally, the appendix will contain all detailed calculations and computations. At a minimum, the 10-year and 100-year storm events must be analyzed.

Proposed/Future Land Use – This section is contained within the 'Proposed Condition Discharges' section of the final drainage report. This will provide a description of the proposed/future land use and if required an exhibit illustrating it. A paragraph should be added to explain how this proposed/future land use relates to the most recent version of the City of Buckeye General Plan.

Proposed Drainage Infrastructure – This is a detailed discussion of the proposed drainage system that will be constructed within the project site to safely collect and dispose of runoff generated during 10-year and 100-year peak storm events. Such systems may include or be a combination of local street conveyance, catch basins and storm drain, or open channels.

Conveyance of Offsite Runoff Through Project Site – As a sub-section of 'Proposed Drainage Infrastructure', this section will provide the detailed description of the proposed conveyances within the project site. This section explains how these conveyances operate during the 10-year and 100-year peak events and illustrates that the water surface elevations associated with those

return periods are at least 1 foot below the proposed adjacent finish floor elevations.

Street Conveyance – Should provide a summary table of all proposed streets within the development, the corresponding longitudinal slope, the estimated peak discharge within the street at the appropriate concentration point and the water surface elevation within the street relative to the proposed adjacent finish floor elevation. This section must demonstrate that the City of Buckeye conveyance requirements are met for the 10-year and 100-year peak storm events.

The concentration points shown in the summary table must be clearly labeled on a drainage exhibit provided in the back of the final drainage report. The final drainage report must address that each lot has an all-weather access road.

Inlet Sizing – This section is a detailed discussion of the methods, criteria, and assumptions used to design the proposed inlets within and around the project site that will convey surface runoff to the proposed drainage facilities. A summary table of all proposed inlets should be included. At a minimum, this table should include the inlet label, the corresponding concentration point, the inlet type and size, the design discharge, the calculated inlet capacity, the ponded water surface elevation at the inlet and the adjacent finish floor elevation(s). Provide calculations for any areas where water overtops the curb using weir calculations. The table should be footnoted with a reference to the appendix for the detailed calculation and data sheets. This section must demonstrate that all the City of Buckeye requirements for inlet design are met. Clogging factors must be considered and addressed.

The concentration points shown in the summary table must be clearly labeled on a drainage exhibit provided in the Appendix.

Proposed Storm Drain Conveyance – This section will provide a summary table of all proposed storm drainpipe inlet and outlet elevations, within the development. The table will include the corresponding longitudinal pipe slopes, the estimated peak discharge within each pipe, the corresponding concentration point and the computed hydraulic grade line at each node along the proposed storm drain system as well as at each proposed inlet to the system. Provide storm drain model output with storm drain profiles or HGLs in the Appendix.

This section must explain the need for a storm drain system within the development. If required, spread or depth calculations should be provided to show that the proposed storm drain system is required at a particular location.

A detailed discussion of the methods, criteria and assumptions used to design the proposed inlets that will convey surface runoff to the proposed storm drain system should be provided in the 'Inlet Sizing' section.

The concentration points shown in the summary table must be clearly labeled on a drainage exhibit provided in the Appendix.

Proposed Channel Conveyance – Provide a detailed hydraulic analysis using appropriate methodology. Provide a summary table of all proposed channels within the development (if applicable). The table must include the estimated peak discharge within the channel at appropriate cross sections along with the velocity, depth, top width, bottom width, side slopes, Manning's "n" value, energy grade line, and the water surface elevations along the channel relative to adjacent finish floor elevations. This section must demonstrate that the City of Buckeye conveyance requirements are met for the 100-year peak storm events for proposed channels.

Freeboard should be provided within the channels for the100-year peak storm event and a detailed discussion of the analysis of channel capacity should be documented with supporting calculations in the appendix. This discussion should explain the nature of the flow (subcritical, supercritical), the proposed channel lining, velocities, side slopes bank protection method and any effects due to backwater effect.

The concentration points shown in the summary table must be clearly labeled on a drainage exhibit provided in the Appendix.

Onsite Retention Requirements – This section will explain the City of Buckeye requirements for onsite retention including, freeboard, side slopes, ponding depths, drain time and means of draining the basin. The equation used to compute the required volume of retention should be shown with all the terms clearly labeled and defined within the text.

Proposed Basin Geometry and Freeboard – Describe the proposed basin geometry including side slopes, ponding depths, and freeboard.

Required Retention Volume – This section should show the equation used to determine the required retention volume, define the terms and direct the reader

to the appendix for detailed calculations and data documenting the computation of the required retention volume throughout the project site.

Provided Retention Volume – This section should show the equation, or equations used to determine the storage provided by proposed retention basins throughout the project site. The applicability of the equation based on the geometry of the proposed basin should be explained and the reader should be directed to the appendix for detailed calculations and data documenting the computation of the retention volume provided by each proposed retention basin. Refer to the example format required for the volume provided on the following example. If applicable this section will also provide detailed explanation and appropriate references to any relevant calculations used to determine equalizer pipe sizes between two or more basins acting as a single facility.

Basin 1	CONTOUR ELEVATION	AREA OF CONTOUR (ft^2)	INTEGRAL VOLUME (ft^3)
Freeboard	1601	56,983	
			54,404
HWE	1600	51,825	
			49,298
	1599	46,770	
			44,292
	1598	41,814	
			39,396
Bottom	1597	36,977	
		Provided at HWE	132,985
		Provided at 1 ft Freeboard	187,389
		Required	106,037
		Extra Volume	26,948

Dissipation of Stored Runoff – This section will briefly explain the time it should take each proposed retention basin to drain following a storm event. The drain time of all proposed retention basins must be less than or equal to the 36-hour time limit per the City of Buckeye requirements. If drywells are being used, there must be a reference in the text to detailed calculations and data in the appendix of the report showing the number of drywells required in each basin. Similarly, if some other method of bleeding the basin volume is used, this must be supported with calculations and data in the appendix and referenced in this section.

A summary table should be provided in this section showing the proposed retention basin label, the total volume required within the basin, the total number of drywells proposed to dissipate the required volume and the estimated time to drain. The table should provide a footnote directing the reader to the appendix for the detailed calculations and data used to estimate the number of drywells and the corresponding drain times. The reader should be referred to the drainage exhibit in the report for the drywell locations within the proposed retention basins.

Onsite Retention Summary – This section will contain a summary table that clearly labels each proposed retention basin on the project site. The proposed retention basin labels should be clearly shown on the drainage exhibit provided in the final drainage report.

The proposed retention basin summary table must include but is not limited to the following:

- The proposed retention basin label.
- The individual labels of each drainage sub basin area contributing runoff to a proposed retention basin.
- The sum total of the individual drainage basin areas contributing runoff to the proposed retention basin.
- The computed runoff coefficient (weighted "C" value) for the total contributing area at a proposed retention basin.
- The total storage volume required (not including freeboard).
- The total storage volume provided by the retention basin (not including freeboard).
- Footnotes directing the reader to the appendix for detailed calculations and data documenting all the data summarized within the table.

Interim Condition Drainage Concept – If the proposed development is going to be constructed in phases, provide narrative detailing how interim drainage will be managed. This section must address these issues and clearly show that all the City of Buckeye drainage requirements are met. All supporting calculations and data should be included in the final drainage report appendix. Any summary tables required to clearly show the results of any calculations necessary to demonstrate that the interim drainage facilities will work must be included in this section of the final drainage report. Avoid retention basins outside of the proposed site. However, if a temporary basin is required outside of the site, an easement is required from the adjacent property owner. The developer will maintain the interim retention basin within the easement.

Special Issues or Considerations – This section of the final drainage report should include issues or considerations unique to this project site that have not been adequately covered in the preceding sections of the report. Such issues or considerations may include but are not limited to the following:

- 401/404 permit requirements
- Arizona Pollutant Discharge Elimination System (AZPDES) permit
- Stormwater Pollution Prevention Plan - stormwater runoff and impacts on water quality during construction
- First flush considerations with proposed onsite detention
- Downstream impacts of proposed improvements
- Upstream impacts of proposed improvements
- Floodplain Use Permit with FCDMC
- Other: ADOT, ADEQ, FCDMC, FEMA, MCDOT, Roosevelt Irrigation District, Buckeye Irrigation District, & Salt River Project

Summary and Conclusions – This section will provide a quick summary of the proposed drainage design for the project site and make conclusions as to its operation and ability to meet the City of Buckeye requirements.

References – This section will provide a complete set of references that were used within the text of the final drainage report. At a minimum these references should include a title, author, and date.

APPENDICES – This portion of the report will contain exhibits, calculations, and other supporting data. Information from previous referenced reports that is important to the design of the proposed project should be included with Cover Sheet with City Approval documented.

EXHIBITS – At a minimum, every final drainage report submitted must provide an onsite and offsite drainage exhibit.

The drainage exhibit should be plotted at a size and scale appropriate for verification of drainage subbasin areas, concentration points, flow path lengths, proposed retention/detention basin volumes, etc. This exhibit should never be smaller than 1-inch equals 100 feet. The preferred scale is a scale that will result in the largest possible plot with the least number of sheets (match lines) required.

At a minimum, this exhibit must show:

- Project property boundaries
- Adjacent property within a minimum of 100 feet of the project boundary
- All existing structures
- Existing drainage patterns/features
- Existing contours and/or spot elevations
- Proposed slopes on streets
- Proposed curb and gutter lines
- Proposed phase lines with phase labels in the appropriate phase
- Proposed contours
- Proposed lots (numbered)
- Proposed grade breaks
- Proposed drainage subbasin delineations and labels
- Proposed concentration point locations and labels
- All proposed drainage infrastructure
- Proposed retention/detention basins
- Proposed drywells and locations
- Water surface elevations for washes and channels
- Any other information necessary for verification of the proposed drainage design concept documented within the final drainage report.
- Indicate the direction of flow within individual subbasins using flow arrows

5-1.1200 Plan Preparation

5-1.1201 General Requirements

A. Basic plan requirements that apply to all construction plans prepared for submission to the City can be found in COB EDS Section 1-1.

5-1.1202 Grading and Drainage Plan Requirements

A. The following requirements apply to all grading and drainage plans prepared for submission to the City of Buckeye:

1. The plan must encompass the entire development or site and a minimum of 50 feet outside. The plan must show and clearly label all existing utilities and improvements, topographic features and show topography within the site and 50 feet outside as discussed above.
2. For most projects, the plan scale should be 1 inch = 40 feet. For projects that will utilize a high level of detail for grading improvements, a scale of 1 inch = 30 feet, 1 inch = 20 feet, or 1 inch = 10 feet may be used.
3. Existing topography shall be in the form of 1-foot contours. The 5-foot contour line shall be darkened and/or utilize a different line type than the remaining 1-foot contour lines for readability of the plan. Contour lines shall have the elevations clearly labeled.
4. Proposed contours with elevation labels shall be shown for retention or detention basins, channels, and matching into existing conditions.
5. For plans where structures are proposed, the outline of the structure should be shown on the grading and drainage plan.
6. For plans where habitable structures are proposed, the lowest finish floor elevation and pad elevation should be provided within the outline of the building. The lowest finish floor elevations for habitable structures should be provided based on NAVD 88 datum for certification purposes. To accomplish this, the lowest finish floor elevations shall be provided to nearest hundredth of a foot in the format FF = X,XXX.XX and pad elevations shall be provided to the nearest tenth of a foot in the format PAD =X,XXX.X.
7. The plans must show the 100-year 6-hour or 100-year 24-hour (whichever is greater) flow rate for all washes, channels, or swales entering and exiting the boundary of the site and provide intermediate values of the 100-year flow rate within the site at least one time per sheet as a minimum per wash, at confluences and at points of interest such as culverts, storm drains, utility crossings, channel improvements, etc. The 100-year flow rate should be shown with a directional arrow in the following format: Q_{100} = xx cfs.
8. All delineated (FEMA and local) floodplains should be shown on the plans.

9. The limits of 100-year floodplains should be delineated and labeled for all plans containing washes with 100-year flow rates of 50 cfs or greater. 100-year water surface elevations should also be labelled.
10. Erosion hazard setbacks should be shown on the plans for all watercourses with 100-year flow rates of 50 cfs or greater. Refer to Arizona Department of Water Resources State Standard 5-96 Guideline 1 for additional information.
11. Cross sections are required adjacent to existing properties and at representative locations throughout the development. Include typical sections of all engineered channels and swales with bottom width and side slopes labeled.
12. For proposed retaining walls, the top and base of wall elevations should be provided on the plans. Elevations should be provided at ends, changes in elevation, property lines, or as needed to provide a reasonable level of definition of the elevations of the walls. All exposed ends of retaining walls should be stepped down to 1-foot or less retaining wall height.
13. For developments with retention / detention basins, the basin should be clearly labeled with a unique name to match the drainage report. Basin side slopes should be labelled, and the following information is to be summarized:
    - V_R = XXX ft^3 for volume required,
    - V_P = XXX ft^3 for volume provided,
    - BTM = XXXX.X for basin bottom elevation,
    - HW = XXXX.X for basin high water elevation,
    - FE = XXXX.X for basin freeboard elevation,
    - Basin's emergency outfall elevation (EOE = XXXX.X) and location noted.
14. For retention basins with drywells provide the following information:
    - Number of drywells,
    - Rim elevations of each drywell
    - Northings and eastings for each drywell location

15. Typically, storm drain plan and profiles are shown on the paving plans. If culverts and storm drain are to be constructed per the grading plan however, plan view information and profile view information shall be provided on the same sheet and include the following:
    a. Plan View
        i. Unique name that matches the drainage report
        ii. Number of barrels or pipes
        iii. Size of barrels or pipes
        iv. Material
    b. Profile View
        i. Unique name that matches the drainage report
        ii. Existing and finished grade over the barrel or pipe
        iii. Number of barrels or pipes
        iv. Length and slope of barrels or pipes, including upstream and downstream invert elevation labels.
        v. Size of barrels or pipes
        vi. Material
        vii. HGL Lines for design storm
        viii. Crossing utilities shown and labelled with vertical separation dimensioned
16. Callouts for catch basins shall include wing lengths, v depth, and a unique name that matches the drainage report.
17. Callouts for scuppers shall include number of barrels and a unique name that matches the drainage report.
18. Callouts for grouted riprap shall include length and width. Callouts for loose riprap shall include length, width, and diameter.

5-1.1203 Additional Requirements By Plan Type

A. General - The following requirements are in addition to the above requirements depending on the type of plan or development. Some

requirements may apply to other plan types depending on the nature of the project and improvements.

B. Commercial and Multifamily:

1. Provide driveway gutter grades at end of curb returns and longitudinal slopes along curb returns.
2. High and low points for driveway paving should be labeled with elevations.
3. Grade breaks in the parking lot should be labelled.
4. Proposed contours with elevation labels shall be shown for parking lot grading.
5. General flow patterns around the parking lot should be depicted
6. Longitudinal and cross slopes of accessible routes should be labelled

C. Residential Subdivisions:

1. Provide lot numbers.
2. Label tract names and street names from the final plat.
3. Dimension and label streets with tracts or rights-of-way and PUE widths and show street centerline with stationing from paving plans.
4. Provide longitudinal and cross slope for streets.
5. For small washes or swales through lots on custom residential subdivisions, the flow path should be shown on the plans.
6. Label high and low points within streets with elevation.
7. Provide top of curb elevations (football grades) at the intersection of lot lines with the tract or rights-of-way lines. For corner lots provide top of curb elevations at the end of the curb returns.

D. Mass Grading Plans:

1. Mass grading limits should be clearly delineated and labeled.
2. No grading is allowed within existing ROW for the major offsite roads adjacent to the proposed development.
3. No specific proposed hard elevations, hard grades, finish floor elevations, or volumes should be shown.

4. No utilities, paving, drainage infrastructure, or hard improvements should be proposed as part of the set.
5. Grading contours must be shown as the predominant line type on the plan set. Contours are at one (1) foot maximum intervals.
6. All grading contours must have an elevation label on every sheet.
7. Drainage arrows indicating general flow direction shall be shown throughout the project area and on adjacent roads and parcels.
8. Site plan/platting information may be referenced on the Mass Grading Plan but should be shaded/screened back in presentation.
9. All relevant shaded/screened back information will need to be included in a Final Grading or Improvement Plan for review and approval. A note shall be added to the plan sheets indicating this.

5-1.1300 Materials

5-1.1301 Storm Drain Requirements

A. Rubber gasket reinforced concrete pipe (RGRCP) is to be Class III, Class IV, or Class V and shall meet MAG Standard Specifications 618 and 735.

B. Polypropylene pipe (PP) shall meet MAG Specifications 618 and 740. Per City discretion, mandrel testing may be required for polypropylene pipe, with a maximum allowable deflection of 5.0%.

[END OF SECTION]

Appendix A – Standard Details

51403A	Polypropylene Trench Installation
51403B	Polypropylene Trench Installation
51403C	12”-60” Polypropylene Waterstop Grouted Manhole Connection
51403D	12”-60” Polypropylene Waterstop Grouted Manhole Connection
51404	City of Buckeye Manhole Cover
51407A	Headwall 15” to 36” Pipe
51407B	Trash Racks
51407C	Typical Handrail and Anchor Plate
51900	Trench Drain with Drain Basins

TRENCH INSTALLATION DETAIL

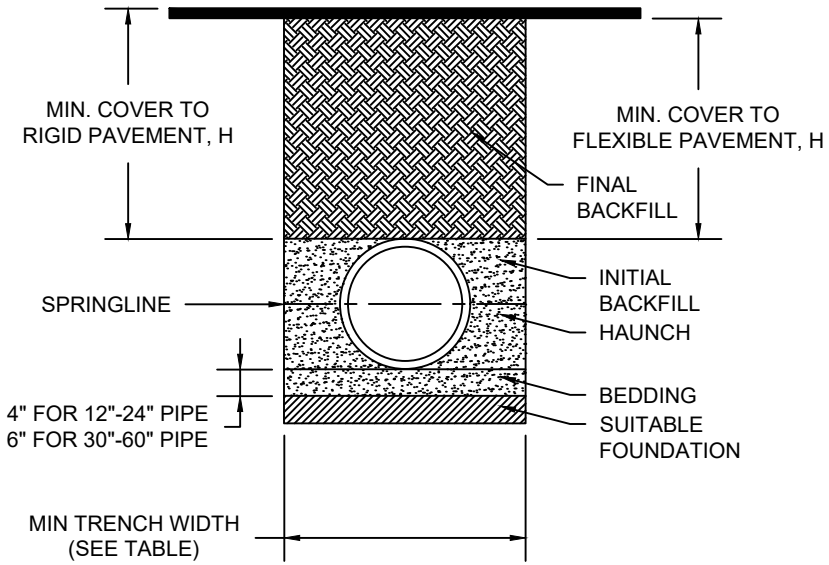


TABLE 1, RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN. TRENCH WIDTH
12" (300mm)	30" (762mm)
15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)
24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)
36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)
48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)

GENERAL NOTES

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321. CLASS IVB MATERIALS (MH, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" (300mm-600mm) DIAMETER PIPE; 6" (150mm) FOR 30"-60" (750mm-1500mm) DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS; CLASS I OR II MATERIAL COMPACTED TO 90% SPD AND CLASS III COMPACTED TO 95% SPD IS REQUIRED. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

BUCKEYE, AZ STANDARD DETAIL	POLYPROPYLENE TRENCH INSTALLATION	REVISED: 10-31-24	DETAIL NO: 51403A

TABLE 2, MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

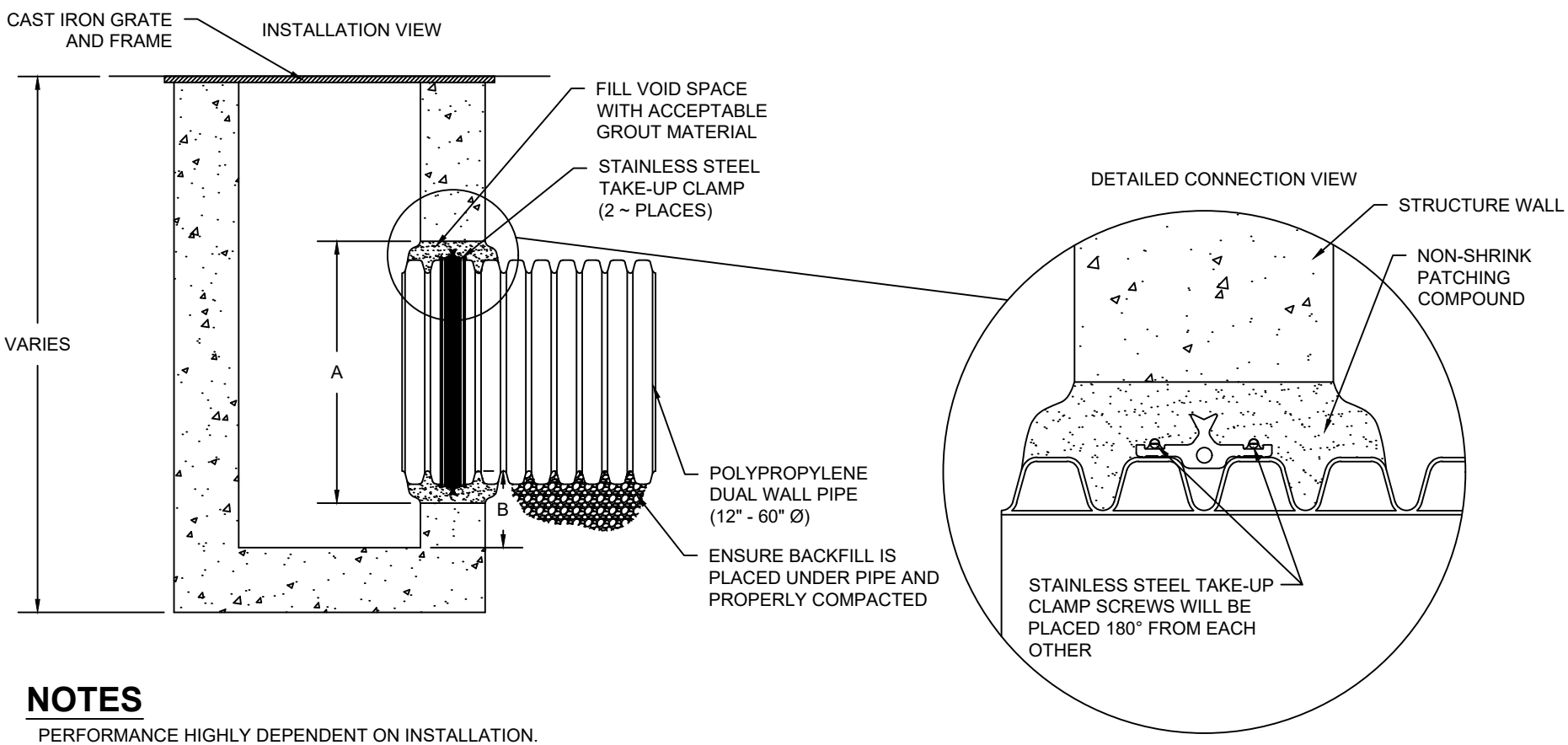
	SURFACE LIVE LOADING CONDITION	
PIPE DIAM.	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48" (300mm - 1200mm)	12" (305mm)	48" (1219mm)
60" (1500mm)	24" (610mm)	60" (1524mm)

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

TABLE 3, MAXIMUM COVER FOR POLYPROPYLENE PIPE, ft

	CLASS I	CLASS II			CLASS III		CLASS IV
PIPE DIA	COMPACTED	95%	90%	85%	95%	90%	95%
12" (300mm)	41 (12.5m)	28 (8.5m)	21 (6.4m)	16 (4.9m)	20 (6.1m)	16 (4.9m)	16 (4.9m)
15" (375mm)	42 (12.8m)	29 (8.8m)	21 (6.4m)	16 (4.9m)	21 (6.4m)	16 (4.9m)	16 (4.9m)
18" (450mm)	44 (13.4m)	30 (9.1m)	21 (6.4m)	16 (4.9m)	22 (6.7m)	17 (5.2m)	16 (4.9m)
24" (600mm)	30 (9.1m)	21 (6.4m)	15 (4.6m)	11 (3.4m)	16 (4.9m)	11 (3.4m)	11 (3.4m)
30" (750mm)	39 (11.9m)	27 (8.2m)	19 (5.8m)	14 (4.3m)	19 (5.8m)	15 (4.6m)	14 (4.3m)
36" (900mm)	28 (8.5m)	20 (6.1m)	14 (4.3m)	10 (3.0m)	14 (4.3m)	11 (3.4m)	10 (3.0m)
42" (1050mm)	30 (9.1m)	21 (6.4m)	14 (4.3m)	10 (3.0m)	15 (4.6m)	11 (3.4m)	10 (3.0m)
48" (1200mm)	29 (8.8m)	20 (6.1m)	14 (4.3m)	9 (2.7m)	14 (4.3m)	10 (3.0m)	10 (3.0m)
60" (1500mm)	29 (8.8m)	20 (6.1m)	14 (4.3m)	9 (2.7m)	14 (4.3m)	10 (3.0m)	9 (2.7m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
NO HYDROSTATIC PRESSURE
UNIT WEIGHT OF SOIL (γs) = 120 PCF



NOTES

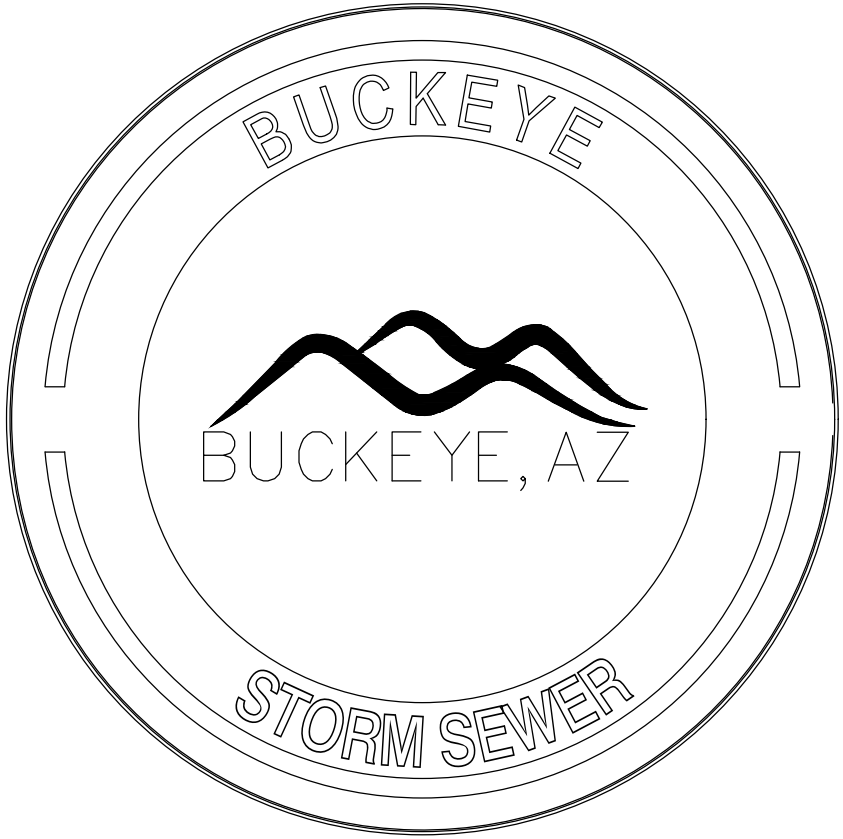
PERFORMANCE HIGHLY DEPENDENT ON INSTALLATION. CONTRACTOR MUST ENSURE MANHOLE GASKET IS UNIFORMLY SEATED AROUND STRUCTURE ADAPTER. EXTRA PRECAUTIONS MUST BE TAKEN TO PREVENT DIFFERENTIAL SETTLEMENT BETWEEN THE PIPE AND MANHOLE.

BUCKEYE, AZ STANDARD DETAIL	12"-60" POLYPROPYLENE WATERSTOP GROUTED MANHOLE CONNECTION	REVISED: 10-31-24	DETAIL NO: 51403C

PIPE SIZE	PIPE OD	"A" MIN. HOLE Ø	"B" MIN. DISTANCE FROM PIPE INVERT TO STRUCTURE INVERT
12" (300mm)	14.5" (368mm)	19.50" (495mm)	3.7" (94mm)
15" (375mm)	17.6" (447mm)	23.00" (584mm)	4.0" (102mm)
18" (450mm)	21.2" (538mm)	26.50" (673mm)	4.2" (107mm)
21" (525mm)	24.8" (630mm)	30.25" (768mm)	4.5" (114mm)
24" (600mm)	27.8" (706mm)	33.25" (845mm)	4.5" (114mm)
30" (750mm)	35.1" (892mm)	40.50" (1029mm)	5.2" (132mm)
36" (900mm)	41.1" (1044mm)	47.00" (1194mm)	5.5" (140mm)
42" (1050mm)	47.7" (1212mm)	53.00" (1346mm)	5.7" (145mm)
48" (1200mm)	53.6" (1361mm)	59.00" (1499mm)	5.7" (145mm)
60" (1500mm)	66.3" (1684mm)	72.00" (1829mm)	6.4" (163mm)

BUCKEYE, AZ STANDARD DETAIL	12"-60" POLYPROPYLENE WATERSTOP GROUTED MANHOLE CONNECTION	REVISED: 10-31-24	DETAIL NO: 51403D

24"



30"

GENERAL NOTES

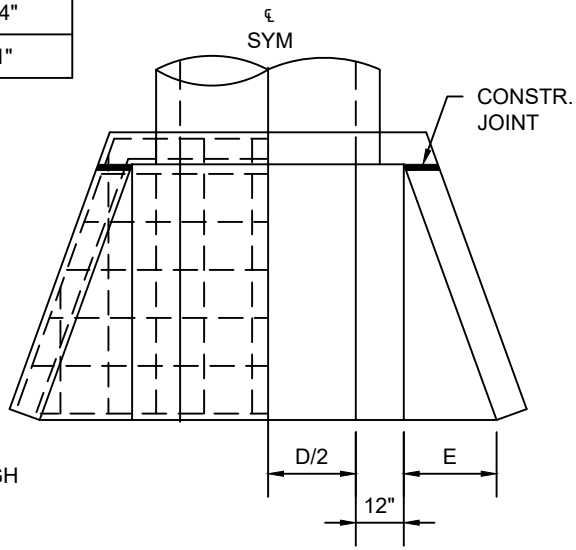
1. COVERS SHALL BE PER MAG STD. DETAIL 423-1 AND 423-2

BUCKEYE, AZ STANDARD DETAIL	CITY OF BUCKEYE MANHOLE COVER	REVISED: 10-31-24	DETAIL NO: 51404

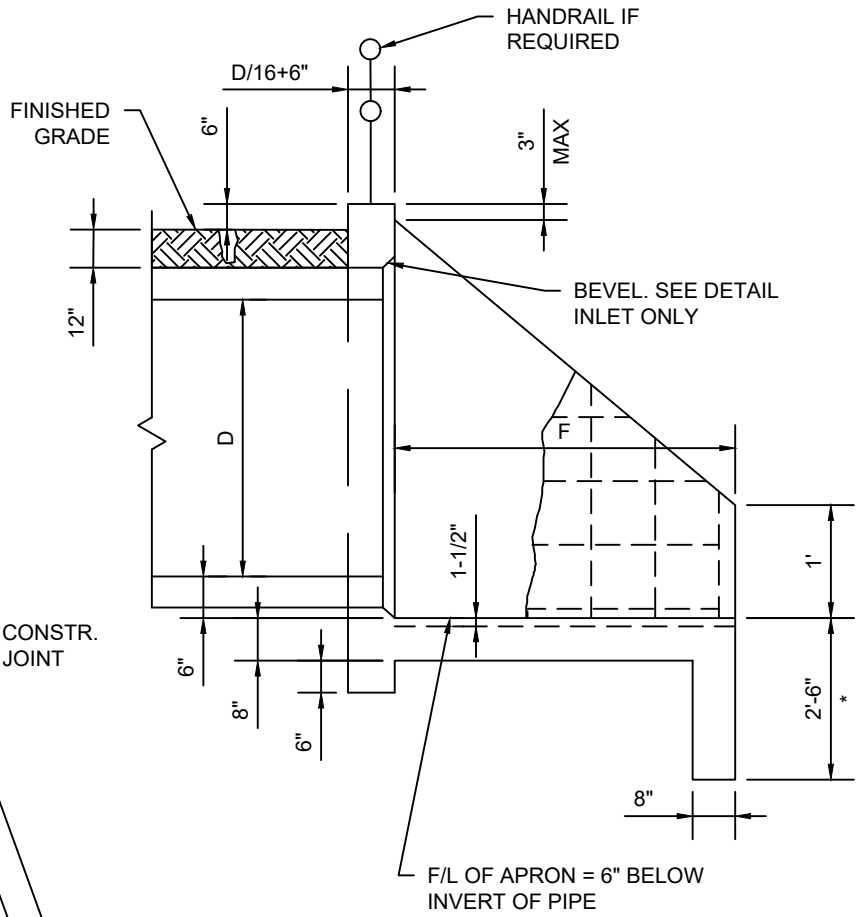
DIMENSION TABLE

D[IN]	DIMENSIONS		
	TYPE	F	E
15	INLET	11'-10"	11'-10"
	OUTLET	11'-10"	4'-5"
18	INLET	12'-11"	12'-11"
	OUTLET	12'-11"	4'-9"
24	INLET	15'-0"	15'-0"
	OUTLET	15'-0"	5'-6"
30	INLET	17'-2"	17'-2"
	OUTLET	17'-2"	6'-4"
36	INLET	19'-4"	19'-4"
	OUTLET	19'-4"	7'-1"

4:1 EMBANKMENT SLOPE



PLAN VIEW



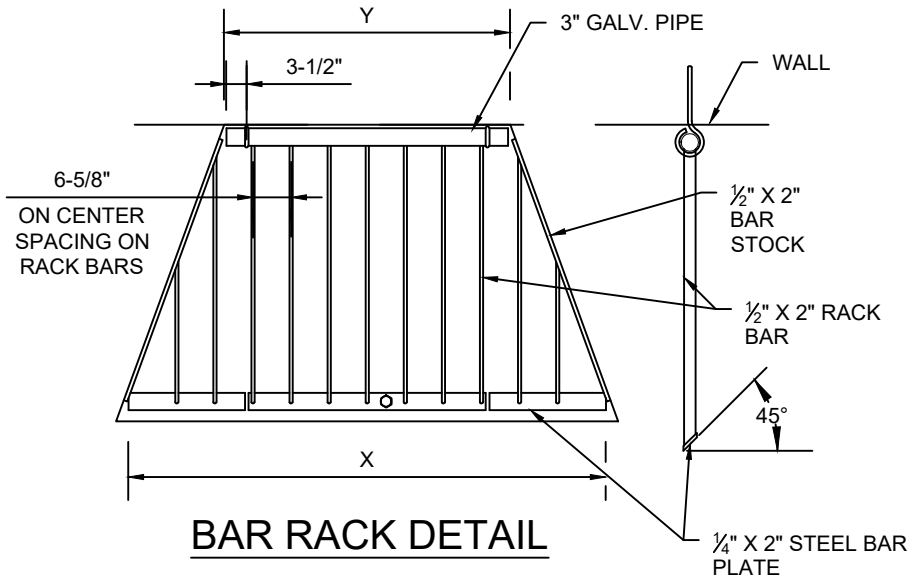
PROFILE VIEW

* FOR PIPES GREATER THAN 36-INCHES AND UP TO 84-INCHES IN DIAMETER CUT OFF WALL TO BE A MINIMUM OF 6 FEET BELOW THE APRON. FOR PIPES GREATER THAN 84-INCHES IN DIAMETER, MINIMUM CUT OFF WALL DEPTH SHALL BE PER ADOT STANDARDS.

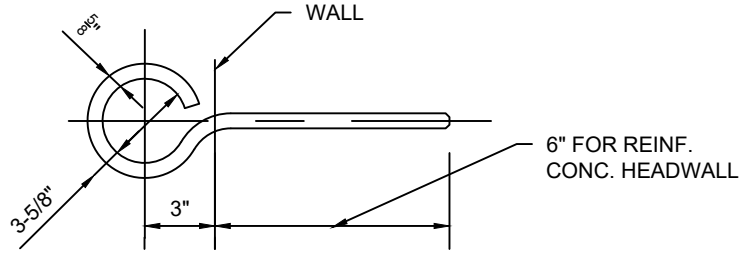
NOTES

1. SEE MAG STANDARD DETAIL 501-3 FOR REMAINING DETAIL INFORMATION.
2. THIS DETAIL MODIFIES PIPE SIZES 15 THROUGH 36 ONLY. ALL OTHER SIZES SHALL BE CONSTRUCTED PER MAG STANDARD DETAIL 501-3.
3. SEE DETAIL 51407C FOR HANDRAIL.
4. ALL CONCRETE SHALL BE CLASS 'A' PER SECTION 505 AND 725.
5. CONCRETE REINFORCING SHALL BE NO. 4 BAR 12" O.C. BOTH DIRECTIONS.

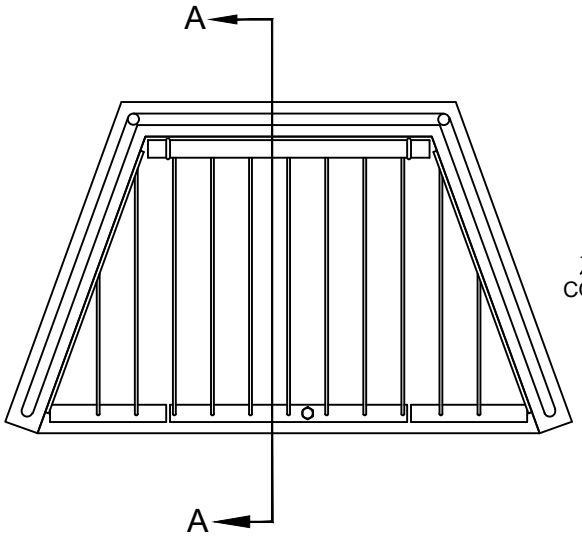
BUCKEYE, AZ STANDARD DETAIL	HEADWALL 15" TO 36" PIPE	REVISED: 10-31-24	DETAIL NO: 51407A

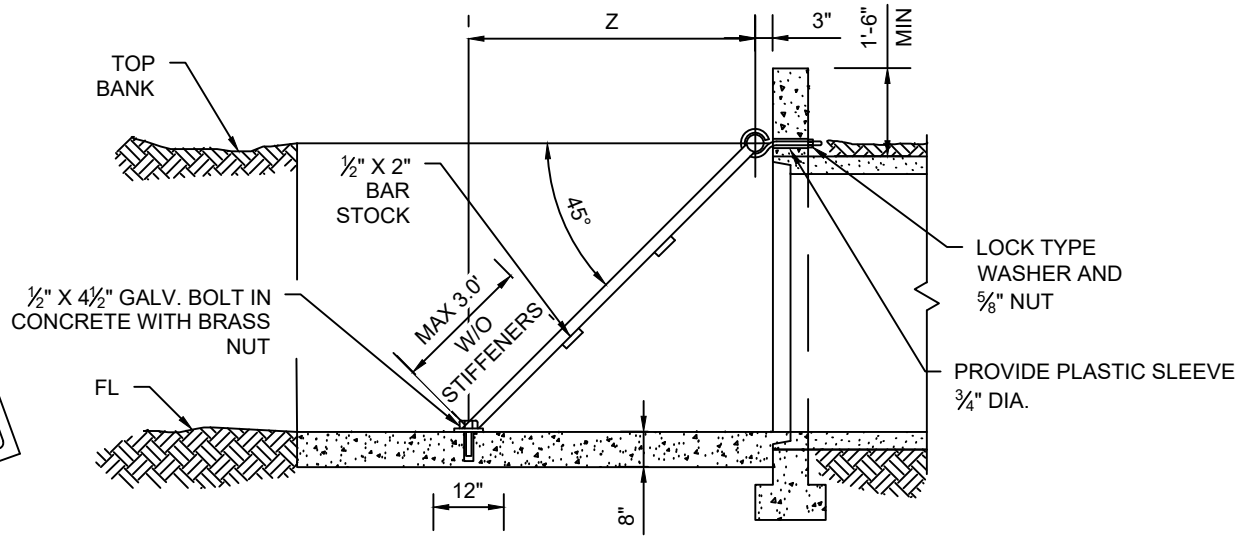


BAR RACK DETAIL



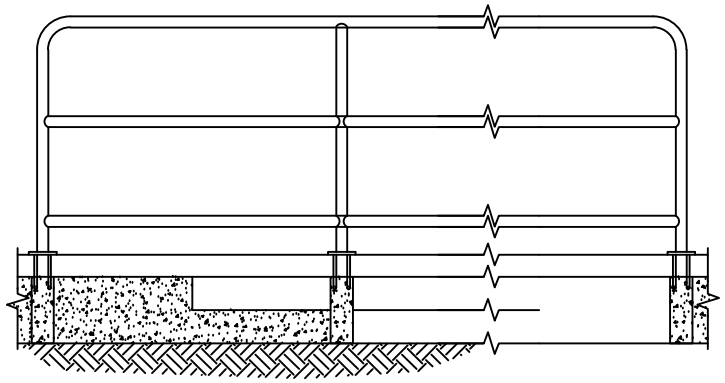
EYE BOLT DETAIL

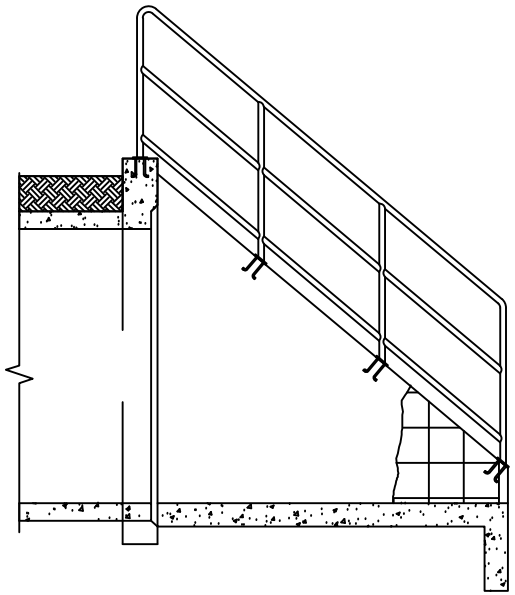


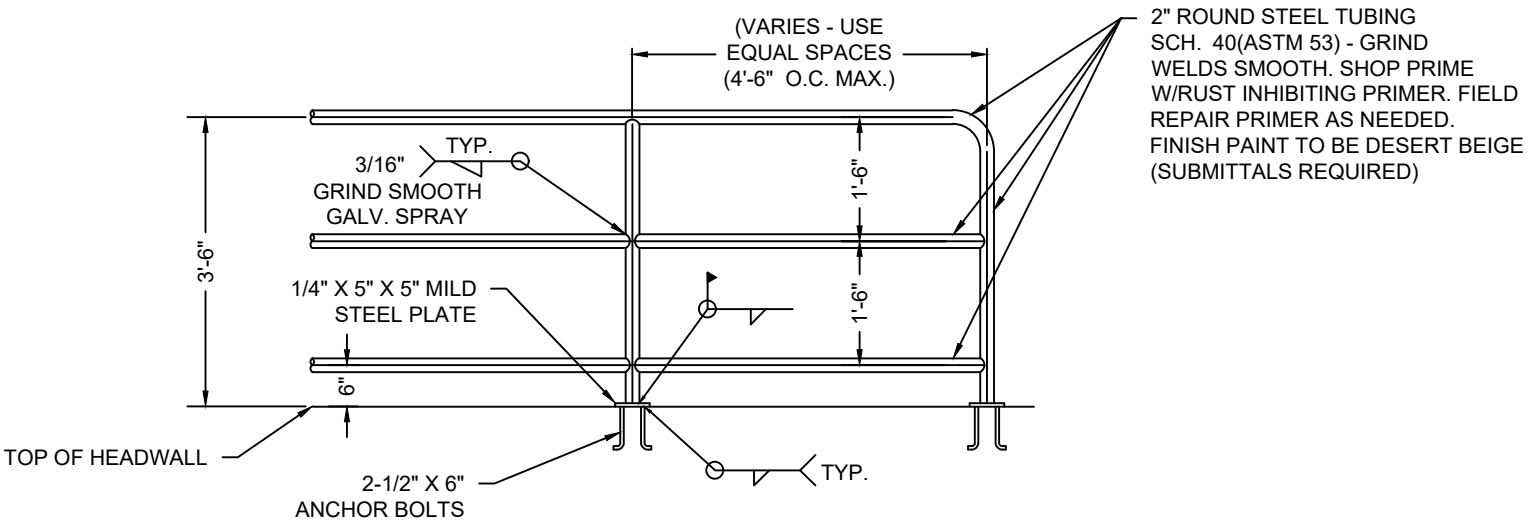


SECTION A-A

BUCKEYE, AZ STANDARD DETAIL	TRASH RACKS	REVISED: 10-31-24	DETAIL NO: 51407B

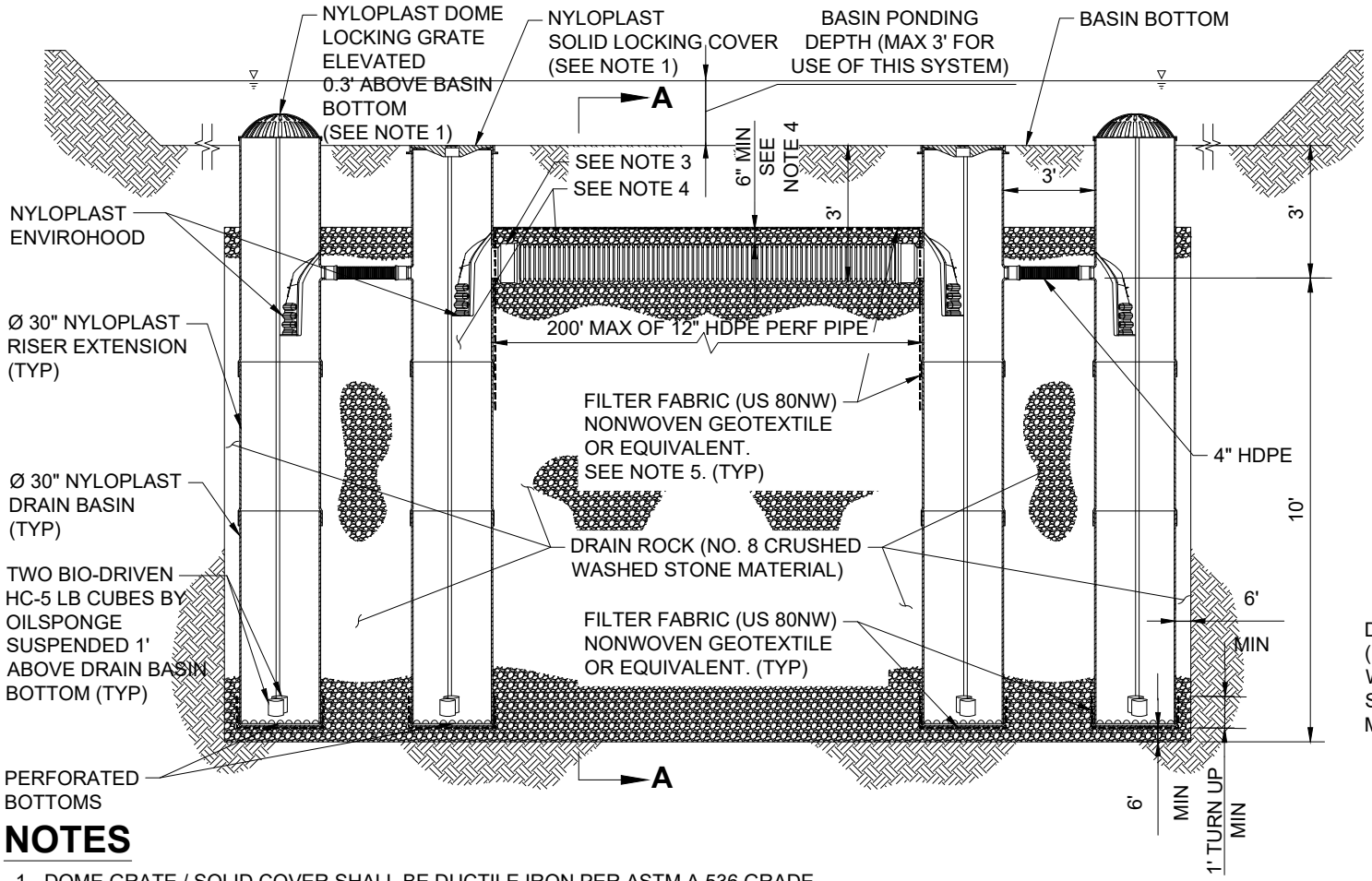


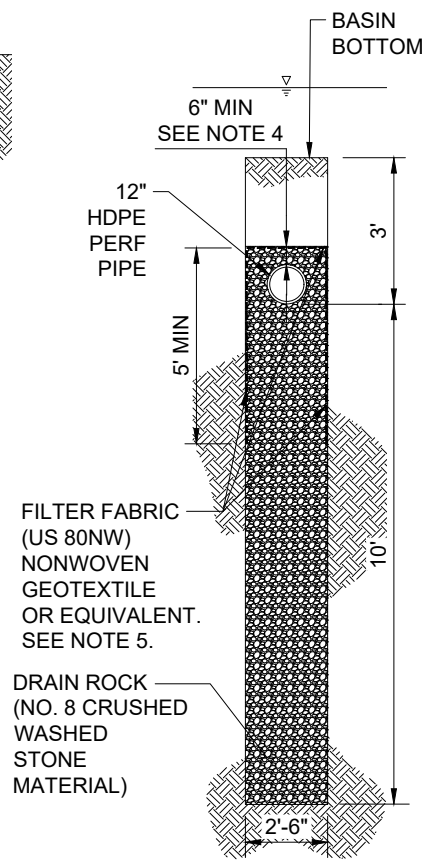




ANCHOR PLATE DETAIL

BUCKEYE, AZ STANDARD DETAIL	TYPICAL HANDRAIL AND ANCHOR PLATE	REVISED: 10-31-24	DETAIL NO: 51407C





SECTION A-A

NOTES

1. DOME GRATE / SOLID COVER SHALL BE DUCTILE IRON PER ASTM A 536 GRADE 70-50-05. LOCKING MECHANISMS SHALL BE STAINLESS STEEL FOR DOME GRATE.
2. PVC DRAINAGE STRUCTURE TO BE CUSTOM MANUFACTURED ACCORDING TO SITE CONDITIONS. RISER EXTENSIONS ARE NEEDED FOR STRUCTURES OVER 84".
3. DRAINAGE CONNECTIONS STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE.
4. BACKFILL OVER PERF PIPE SHALL BE PER MANUFACTURERS REQUIREMENTS. DRAIN BASINS AND RISERS SHALL BE SURROUNDED BY A MINIMUM OF 6" OF NO. 8 CRUSHED WASHED STONE.
5. FILTER FABRIC SHALL ENCOMPASS THE TRENCH TOP WITH A MINIMUM OF A 1' OVERLAP, AND SHALL EXTEND A MINIMUM OF 5' DOWN THE TRENCH SIDES.

LEGEND

- DRAIN ROCK (NO. 8 CRUSHED WASHED STONE MATERIAL)
- SOIL
- FILTER FABRIC

BUCKEYE, AZ STANDARD DETAIL	TRENCH DRAIN WITH DRAIN BASINS	REVISED: 10-31-24	DETAIL NO: 51900

BUCKEYE, AZ

CHAPTER 7: STREET LIGHTING

SECTION 1: STREET LIGHTING

Engineering Design Standards

City of Buckeye, Arizona

2024

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APPENDICES

APPENDIX A – STANDARD DETAILS

7-1 –Street Lighting

This section provides policy and standards establishing design criteria for constructing and modifying the public street lighting adjacent to public streets. These lights are owned and operated by the City of Buckeye (City). The light levels required are set by the City for all public streets. This section provides guidance on the design of the street lighting, and final plans preparation. This section also provides policy and standards for street lighting along private streets.

The City Engineer is required, pursuant to Chapter 23, Article 23-2, of the City Code, to develop standards and details regarding public improvements to be constructed within the city. The standards, design criteria, and policy set forth in this section were developed and recommended by the City Engineer pursuant to Chapter 23, Article 23-2 and adopted by the City Council in Resolution No. 75-24.

Implementation: The requirements of this section shall become effective in accordance with City Code. The standards and requirements of this section shall apply to all new plans, including plans seeking a new City Engineer's signature or a re-approval from the City Engineer, submitted to the City following the effective date of City Council's adoption of the resolution approving the standards and requirements of this section.

Modification Authority: The City Engineer may approve variances to the requirements of this manual. Variance requests must be submitted in writing and include a justification for the variance requested. A copy of the City approved variance shall be included with the submittal of any plans or design reports to the City of Buckeye that incorporate the variance.

7-1 Street Lighting

7-1.000 General Information

7-1.001 Street Lighting Infrastructure Requirements

A. This section is to aid the engineer in developing a street lighting design to meet the City of Buckeye minimum standards.

B. Developers/Landowners are required, pursuant to the City Code, including the City Development Code, to design and install street lighting on all streets within and adjacent to their sites.

C. Developers/Landowners shall install, at their expense, all on-site and off-site street lighting necessary to serve their developments.

D. The City street lighting requirements are developed with consideration given to the Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting, ANSI/IES RP-8 as published by American National Standards Institute (ANSI) and the Illuminating Engineering Society (IES).

E. All new development is subject to the implementation of a Street Lighting Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05 as found in Chapter 20, Article 20-15-1 of City Code and in Resolution No. 109-12.

F. All street lighting in the City shall be in compliance with A.R.S. Title 49, Chapter 7, Article 1 – Light Pollution.

7-1.002 Definitions and Abbreviations

A. AASHTO - American Association of State Highway and Transportation Officials

B. Adaptive Street Lighting – The practice of reducing light levels on a roadway by dimming or turning off streetlights when traffic volumes change.

C. ANSI - American National Standards Institute

D. APS - Arizona Public Service

E. A.R.S. - Arizona Revised Statutes

F. AWG - American Wire Gauge

G. CAP - Central Arizona Project

H. CMP - Community Master Plan

I. COB - City of Buckeye

J. City - City of Buckeye

K. City Engineer - City of Buckeye City Engineer or designee

L. Developer - An individual or entity causing Development of land in the City including Development companies authorized to act on behalf of the Developer; or a contractor ("Contractor") authorized to act on behalf of a Landowner or Developer; or a Landowner.

M. Development or development – Shall have the same meaning as defined in the City Development Code.

N. Professional Engineer or engineer - An engineer registered professionally in the State of Arizona to the provision of A.R.S. §32-101; §§32-121-131; §§32-141-152, as amended.

O. EIA - Electronic Industries Association

P. Foot Candle - A unit of illumination on a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Q. GPS - Geographic Positioning System

R. IES - Illuminating Engineering Society (IES)

S. Illuminance - The total luminous flux incident on a surface, per unit area

T. Landowner - The owner of the land in the City on which Development occurs. "Landowner" shall also be interpreted to mean Contractor and/or Developer, including Development companies authorized to act on behalf of the Developer/Landowner.

U. LED - Light Emitting Diode

V. Lumen - A unit of luminous flux equal to the light emitted in a steradian by a uniform point source of one candle intensity.

W. Luminaire - An object that gives off or emits light.

X. MAG - Refers to the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction current edition.

Y. AZMUTCD – Refers to the latest edition of the Manual of Uniform Traffic Control Devices, as supplemented by the State of Arizona Department of Transportation.

Z. NEC - National Electric Code

AA. NEMA - National Electrical Manufacturers Association

BB. NESC - National Electric Safety Code

CC. Photometry - Measurement of the properties of light, especially luminous intensity from the lighting source and the reflection of illumination from surfaces being lighted by the source.

DD. Plan(s) or plan(s) - Design drawings that are 100% complete and sealed by a registered Professional Electrical Engineer as defined above.

EE. ROW - Right-of-Way

FF. SLID - Streetlight Improvement District (Refer to Chapter 20 of the City Code)

GG. WAPA - Western Area Power Administration

7-1.003 Design Policy

A. Developers/Landowners must adhere to the City's requirements for street lighting within the City of Buckeye limits.

B. Generally, streetlighting is required on all public streets within the City.

C. The street lighting design shall be submitted to the City for review and approval.

D. All Street lighting plans shall be prepared and sealed by a registered Professional Electrical Engineer licensed and practicing in the State of Arizona pursuant to the provisions of A.R.S. §§32-101, 32-121 to 131; 32-141 to 152. Each sheet of the plans shall include the appropriate professional State of Arizona seal, signature, and date.

7-1.004 Diligence

A. Developers/Landowners shall verify the need for any street lighting improvements necessary. It is the developer's responsibility to become familiar with all of the existing site conditions. Available resources in which to find this information:

1. Records – obtain existing utility maps and As-Built drawings.

2. City's website – http://www.buckeyeaz.gov .

B. Any apparent field condition, error, omission, etc. shall be brought to the attention of the City Engineer.

7-1.005 State Lighting Regulations

A. All dark sky and light pollution requirements adopted by the State of Arizona or MAG shall be complied with whether or not they are listed specifically in this document.

B. Dark Sky Compliance:

1. The intent of dark sky compliance is to improve the visibility of the nighttime sky without causing or creating any impacts to safety by reducing lighting conditions that include, but are not limited to light trespass, sky-glow, and glare. All new roadway lighting fixtures shall emit zero light above a horizontal plane (100% full cut-off or Uplight of 0).

2. The provision is intended to control the use of outdoor artificial illuminating devices emitting rays into the night sky which have a detrimental effect on astronomical observations. It is the intention of this provision to encourage good lighting practices such that lighting systems are designed to conserve energy and money, while increasing nighttime safety, utility, security and productivity.

3. Conformance with Applicable Codes:

a. All street lighting shall be installed in conformance with the provisions of this section.

b. Where any provisions of the Arizona Revised Statutes, any Federal law, or any companion Ordinance conflicts with the requirements of this outdoor light control provision, the most restrictive shall govern.

c. The provisions of this section are not intended to prevent the use of any material or method of installation not specifically prescribed.

d. As new lighting technologies develop, i.e. reduction in sky-glow, glare, light spill, wattage, etc., consideration shall be given to use these state-of-the-art technologies in keeping with the intent of this provision.

7-1.100 Street Lighting Design

7-1.101 General Requirements

A. These requirements were developed with consideration given to the Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting, ANSI/IES RP-8.

B. LED luminaires are the standard for all lighting installations. Refer to the City's Approved Products List for approved LED luminaires.

C. Luminaires installed on traffic signal equipment for intersection lighting shall be LED fixtures (see Design Standards – Section 6-4 Traffic Signals).

7-1.102 Photometric Analysis Design Requirements

A. A photometric lighting analysis is required for all street lighting plan submittals to ensure the minimum light levels shown in Table 1 are being met. The analysis must include, but not be limited to: (1) the overall average illuminance in foot-candles, and (2) the average to minimum uniformity ratio.

B. A light loss factor (LLF) of 0.90 shall be used in the photometric calculations.

C. Photometric calculation grids shall have points at no more than 8 feet x 8 feet spacing.

D. The photometric analysis shall include all lights being proposed and all areas to be lit. If new roadway lighting is adjacent to existing street lighting, the adjacent street lighting shall be included in the design.

E. An individual analysis area is required for each parkway, arterial, and collector street section. These street sections should not extend through intersections but should begin or end approximately at the midpoint of the curb radius of the intersection.

F. Residential subdivisions with local streets can be combined for an overall photometric study for all local streets in the subdivision.

G. A separate photometric analysis shall be performed at each intersection. Intersection calculation areas shall approximately cover the area formed by connecting the midpoint of curb radius on each corner. See Figure 1.

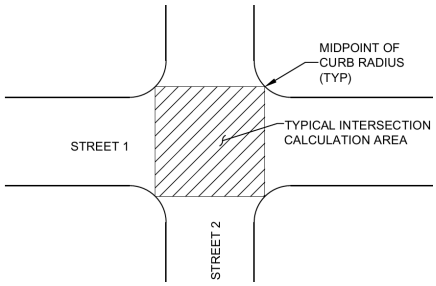


Figure 1 - Intersection Calculation Area

H. Intersection light levels shall be at minimum equal to the sum of the average illuminance values shown in Table 1 for both of the intersecting streets. The average to minimum uniformity ratio shall be within the criteria shown in Table 1 for the higher classification of the two intersecting streets.

I. Roundabout light levels shall meet the same requirements as standard intersections.

J. Cul-de-sacs require a minimum of one (1) streetlight with a forward throw (Type IV) distribution pattern in an effort to illuminate the entire cul-de-sac.

K. All street lighting designs should follow the photometric requirements shown in Table 1 to provide ideal lighting conditions. Certain factors and conditions may allow minor adjustments as approved by the City. Higher light levels should be considered in areas with increased nighttime pedestrian activity. Refer to ANSI/IES RP-8 for recommended light levels with medium or high pedestrian activity.

Table 1 - Photometric Design Criteria

Street Classification	Illuminance Foot-Candles		Avg/Min Uniformity Ratio
	Minimum Average	Maximum Average	
Urban Parkway	0.9	1.2	3.0:1
Major Arterial	0.9	1.2	3.0:1
Arterial	0.9	1.2	3.0:1
Major Collector	0.6	0.8	4.0:1
Commercial Collector	0.6	0.8	4.0:1
Collector	0.6	0.8	4.0:1
Local	0.4	0.6	6.0:1

7-1.103 Pole Location Requirements

A. All location dimensions shall be measured from the center of the streetlight pole to the center of the obstacle unless the back of curb, or an item's edge is specified, then the measurements shall be taken from the defining edge.

B. Poles shall be located no closer than 2 feet to any pedestrian path, trail, or sidewalk.

C. Poles on arterial streets and parkways shall be located and centered 6 feet minimum to the back of curb.

D. Poles on collector and local streets shall be located and centered 4 feet minimum to the back of curb.

E. Poles located in medians shall be centered between median curbs. Where median width is less than 4 feet back of curb to back of curb, the streetlights shall be located on side of road.

F. Poles on streets having posted speeds less than 35 miles per hour where vertical curb or roll curb does not exist shall be located no closer than 9 feet from the edge of pavement.

G. Poles on streets having posted speeds greater than or equal to 35 miles per hour where vertical curb does not exist shall be located per the AASHTO Roadside Design Guidelines.

H. A minimum of 6 feet of clearance is required between outside of streetlight pole foundations and edge of other buried utilities or 1.9 feet from water services unless approved by the City.

I. Streetlight poles shall not be located in the radius of intersections or commercial driveways. Exceptions may be allowed where curb radius is greater than 25 feet and streetlight setback is minimum of 6 feet from back of curb.

J. Streetlights shall not be located within 5 feet of a residential driveway.

K. Trees shall not be located any closer than 20 feet to a streetlight.

L. Streetlights shall be no closer than 6 feet to a fire hydrant.

M. All streetlights are to be located within ROW or roadway easement.

N. All pole foundations and pull boxes are to be 1" above finished grade and not placed within the sidewalk unless otherwise approved.

O. Streetlights on lot frontages in residential areas shall be located at property lines whenever possible.

P. There shall be no more than one (1) streetlight bordering a single residential lot within a subdivision. This requirement shall not apply to streetlights on arterial streets. Exceptions may be allowed where lot frontages exceed 120 feet.

Q. Examples of the streetlight spacing types that can be used are shown in Figure 2.

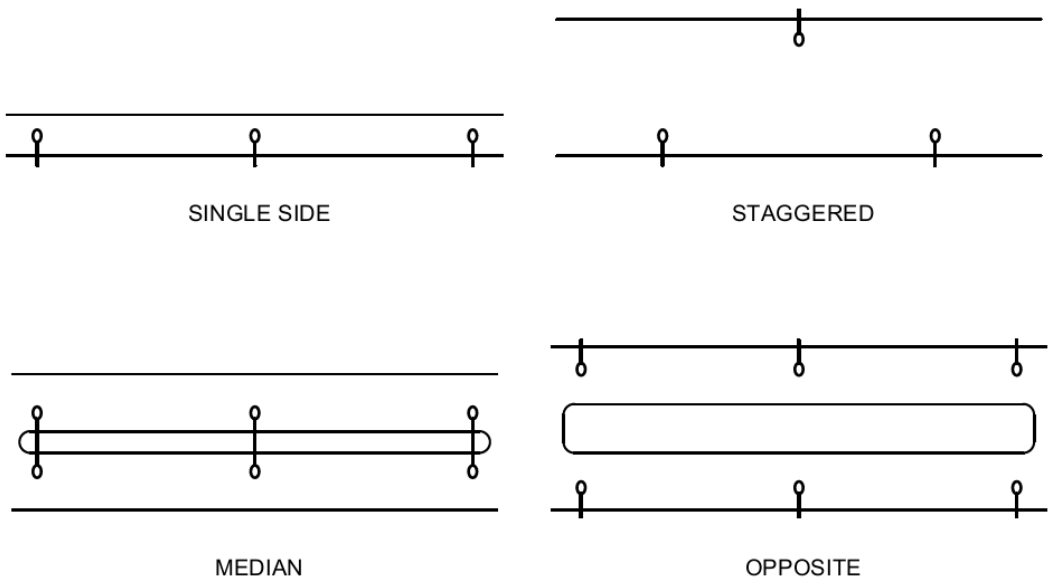


Figure 2 - Streetlight Spacing Types

R. All street lighting designs shall meet the pole criteria stated in Table 2 - Pole Criteria by Street Classification.

S. See details 71100 thru 71104 for pole details.

T. The approximate pole spacing shown in Table 2 is intended as a rough guide. Actual light pole spacing shall be designed by Electrical Engineer through a sealed photometric lighting analysis and may be greater or less than values shown.

Table 2 - Pole Criteria by Street Classification

Street Classification	Spacing Type	Approximate Pole Spacing	Mast Arm (Feet)	Fixture Height (Feet)
Urban Parkway	Opposite	250'**	Single, 8' x 8'	40
Major Arterial	Staggered	130'*	Single, 8' x 8'	40
Major Arterial	Median	210'	Double, 8' x 8'	40
Arterial	Staggered	150'*	Single, 8' x 8'	40
Arterial	Median	210'	Double, 8' x 8'	40
Major Collector	Staggered	140'*	Single 8' x 8'	40
Major Collector	Median	225'	Double 8' x 8'	40
Collector (Commercial)	Staggered	185'*	Single 8' x 8'	40
Collector (Commercial)	Median	250'	Double 8' x 8'	40
Collector (Residential)	Staggered	175'*	Single 4'	32
Collector (Residential)	Median	215'	Double 4'	32
Residential Entrance	Staggered	200'	Single 4'	32
Residential Entrance	Median	220'	Double 4'	32
Local	Single Side	230'	Single 4'	32

*Poles staggered. Distance to next light across the street.
**Poles on opposite sides of parkway. Distance to next light on same side of street.

7-1.200 ESL and Reduced Street lighting Design

7-1.201 Environmentally Sensitive Land (ESL) Region

A. The purpose of this section is to address lighting in the Environmentally Sensitive Land (ESL) region. This is the region within City of Buckeye limits that is west of the White Tank Mountains and north of McDowell Rd. See Figure 3 - Map of ESL Region. Future annexation in this area may be included in the ESL Region.

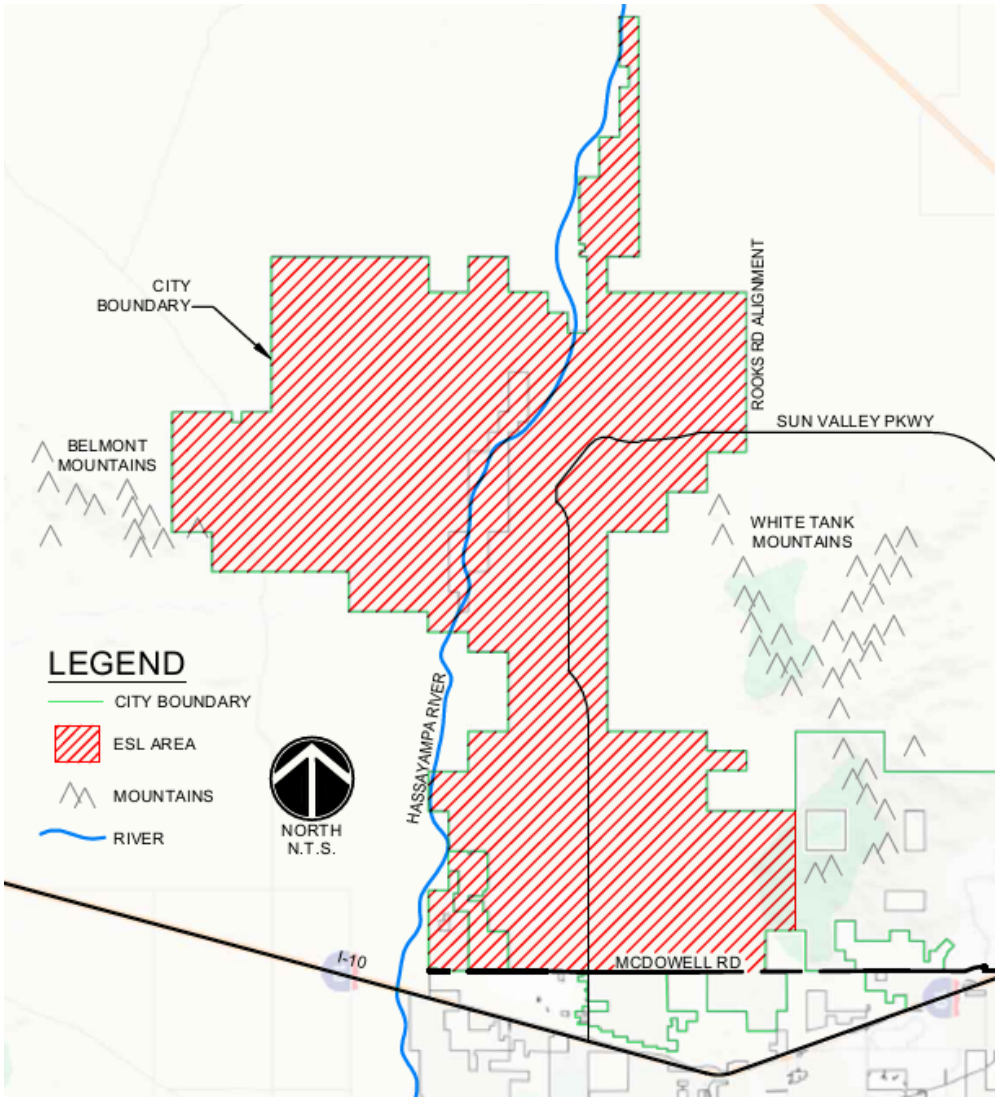


Figure 3 - Map of ESL Region

B. The City desires to reduce street lighting within this region to promote the following objectives: preservation of the night sky, support the wildlife corridor, reduce energy consumption, and minimize spill and glare.

C. Special consideration has been taken to follow the "Five Lighting Principles for Responsible Outdoor Lighting" established by the International Dark-Sky Association (IDA) and Illuminating Engineering Society (IES).

   1. Useful – Use light only if it is needed
   2. Targeted – Direct light so it falls only where it is needed
   3. Low Level - Light should be no brighter than necessary
   4. Controlled – Use light only when it is needed
   5. Color - Use warmer color lights where possible

D. New residential developments located within the ESL Region shall have reduced street lighting as provided in this policy under the section of Reduced Street Lighting Standards.

E. Reduction of the number of streetlights is contingent on enhanced front yard lighting standards (landscape, coach lights, or otherwise). The enhanced front yard lighting standards must be required in the Covenants, Codes, and Restrictions (CC&R's) and be strictly enforced by the developments Home Owners Association.

F. City standard poles and luminaires shall be utilized per section 7-1.600 for all reduced level street light installations.

G. The developer may provide alternative street light options to be considered by the City of Buckeye. Alternates shall meet minimum performance criteria as set forth in this standard with final approval from the City Engineer.

H. Reduced Street Lighting Standards

   1. **Local Streets**: Streetlights on local streets shall be located at conflict areas including but not limited to public street intersections, elbows, striped mid-block crossings, significant curves, cul-de-sacs, hammerheads and other areas as deemed necessary by City Engineer.
   2. **Collector Streets:** Streetlights on collector streets shall be located at conflict areas including but not limited to public street intersections, elbows, striped mid-block crossings, significant curves, commercial driveways and other areas as deemed necessary by City Engineer.

3. **Arterial & Parkway Streets:** Streetlights on arterial streets shall have continuous lighting to meet minimum light levels in Table 3. Photometric calculations shall be provided for roadways requiring continuous lighting and shall comply with City of Buckeye Section 7-1.102 for lighting calculations. Intersection calculations will not be required.

Table 3 - ESL Photometric Design Criteria for Major Streets

Street Classification	Illuminance Foot-Candles		Avg/Min Uniformity Ratio
	Minimum Average	Maximum Average	
Arterial & Parkway	0.7	0.9	4.5:1

4. **Intersection Lighting Requirements:** Pole and placement requirements shall comply with Section 7-1.103 with the following criteria to be considered:

   a. Quantity of poles at each intersection shall be per Table 4.

Table 4 - Street Lights at Intersections

Street Classification				Number of Poles per Intersection*
Street 1 Type	Street Width BC to BC	Street 2 Type	Street Width BC to BC	
Local	All	Local	All	1
Local	All	Collector	≤ 52'	1
Local	All	Collector	> 52'	2
Local	All	Arterial	All	2
Collector	≤ 52'	Collector	≤ 52'	2
Collector	≤ 52'	Collector	> 52'	2
Collector	≤ 52'	Arterial	All	2
Collector	> 52'	Collector	> 52'	4
Collector	> 52'	Arterial	All	4
Arterial	All	Arterial	All	4
*At the City's discretion, number of poles may be modified based on geometric conditions.				

   b. At signalized intersections, the required lights shall typically be located on signal poles.

c. Lights should be oriented over the wider street.

d. Only 1 pole should be located per corner.

e. Intersections with 2 poles: Locate poles at opposite corners.

f. Intersections with 4 poles: Locate one pole per corner with alternating orientation.

g. See Figure 4 - Intersection Pole Placement for examples of intersection light pole locations.

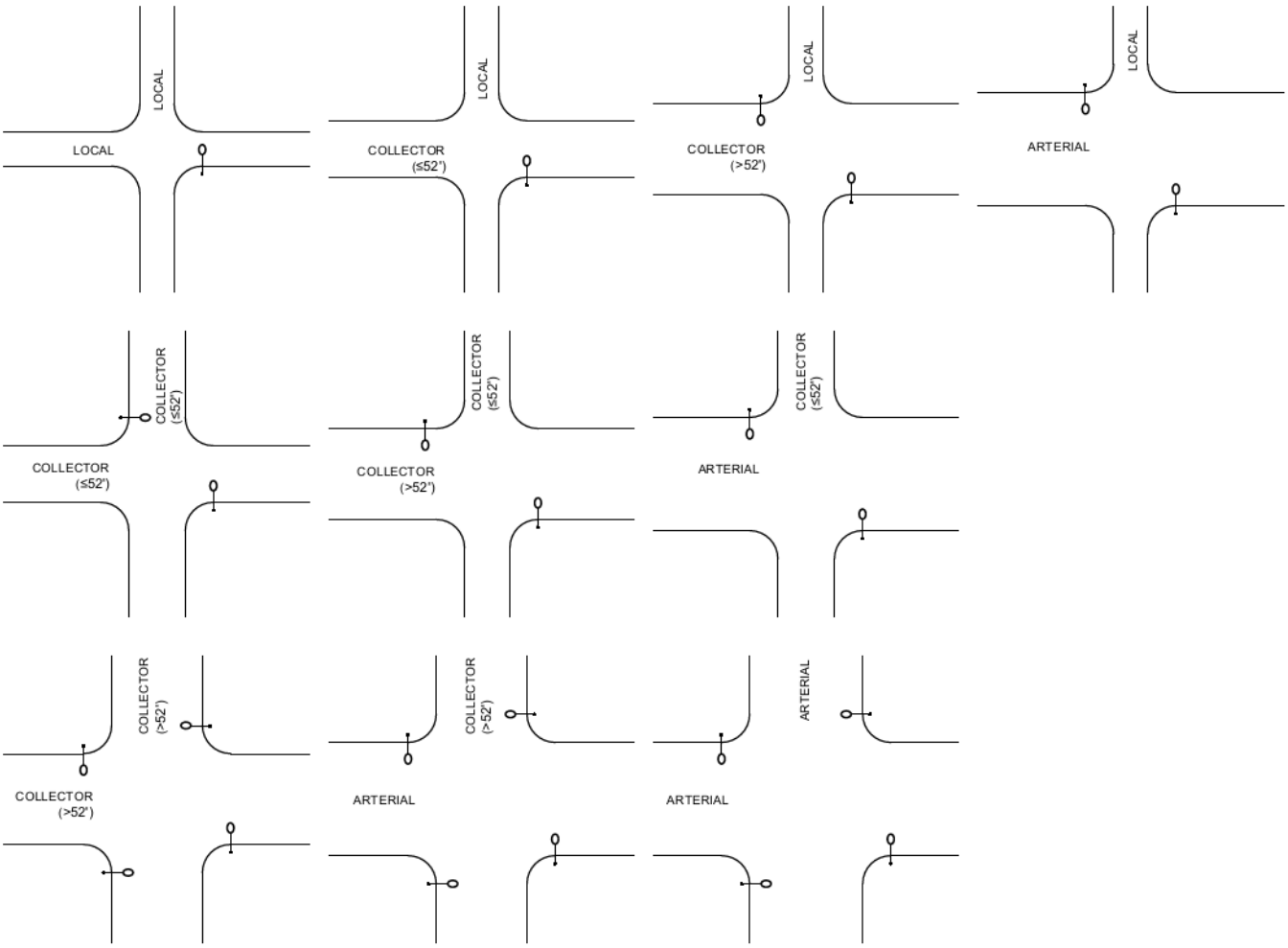


Figure 4 - Intersection Pole Placement

I. There are some existing neighborhoods in the ESL Region that have continuous lighting on local and collector streets. The streetlights at non conflict areas may be turned off between the hours of 11pm and 5am.

7-1.202 Reduced Lighting Outside of ESL Region

A. New residential developments with a density of 3.3 dwelling units per acre or less may request reduced level street lighting as provided in this policy.

1. A developer of a project outside of ESL Region desiring a reduced level of lighting for their proposed development must file a letter with the City Engineer at the time of subdivision preliminary review.
2. Reduction of the number of streetlights is contingent on enhanced front yard lighting standards (landscape, coach lights, or otherwise). Those enhanced front yard lighting standards must be required in the Covenants, Codes, and Restrictions (CC&R's) and be strictly enforced by the developments Home Owners Association.
3. Street lighting shall be installed at the developer's expense and shall be installed concurrently with other required site improvements.
4. Reduced lighting shall be installed consistent with the Reduced Street Lighting Standards in this section.
5. Conduits and junction boxes shall also be installed at developer's expense for any future additional non-intersection streetlights.
6. If reduced lighting is granted:
   a. The developer is required to state in all advertising material that a reduced level of street lighting will be provided in the development
   b. A Street Lighting Disclosure Letter stating the same shall be given to each buyer.
   c. A note on the recorded final plat is required stating the following: This subdivision has a reduced level of street lighting. Any future additional street lighting will be at the expense of the abutting property owners, not at City expense.
   d. Under covenants or deed restrictions of the development, a statement shall be required that reduced level of street lighting is in effect in the development. This statement is included to inform succeeding buyers of residences of the reduced level of street lighting.

B. Special Reduction Request to Street Light Engineering Design Standards: In order to provide flexibility, yet maintain appropriate lighting for vehicle, bike,

and pedestrian traffic, the engineering design standards may be varied for street lighting on local streets within the following parameters:

1. A resident desiring up to a 20% change in lumens from the standard must either:
   a. Secure written approval of adjacent neighbors to the light consistent with Figure 4, or
   b. Secure written approval from 70% of the property owners within the petitioned area, including the residents immediately adjacent to any identified street light consistent with Figure 4
2. A resident desiring a change to the Correlated Color Temperature (CCT) to 2700 Kelvin must acquire the same approvals as noted above.

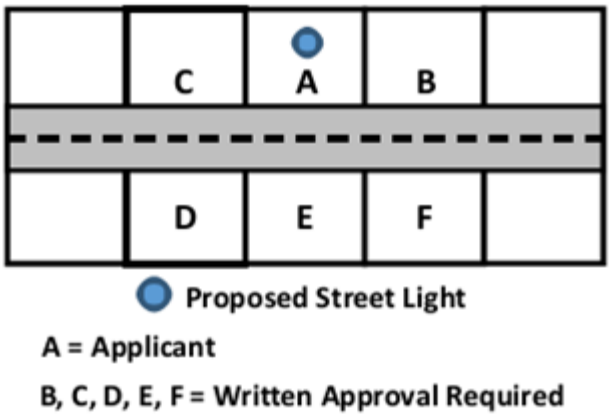


Figure 5 - Adjacent Neighbor Approval

7-1.300 Private Street Lighting

A. The developer is responsible for all costs associated with the design and installation of the street light system on private streets.

B. Street lights are not required on private streets.

C. Private streets may have custom or reduced lighting if desired by developer.

D. All operations and maintenance of street lighting on private streets will be the sole responsibility of the development.

E. Private Street light plan submittals requirements shall comply with the same standards as public streets. Photometric calculations sheets shall be provided for information only; minimum public street light levels do not need to be followed.

F. Before a private street can be converted to a public street, all street lighting within the project limits shall meet current public street light standards and light levels at the expense of the property owners.

G. All private street lighting shall be in compliance with A.R.S. Title 49, Chapter 7, Article 1 – Light Pollution.

7-1.400 Adaptive Street Lighting

A. Citywide

1. Where and when determined appropriate by City Engineer, street lighting may be dimmed. Public street lighting may be dimmed to 40% power level between the hours of 11pm and 5am.
2. Dimming shall be done at the discretion of the City Engineer based on roadway types, adjacent land use and traffic volume data.

7-1.500 Plan Preparation

7-1.501 General Requirements

A. All plans shall comply with City of Buckeye Engineering Design Standards Section 1-1 Engineering Submittal Requirements.

7-1.502 Design Plan Requirements

A. All plans shall be neat and legible.

B. All plans shall be drawn to scale.

1. Horizontal scale shall not be smaller than 1 inch : 40 feet on plan views.

C. An equipment summary table shall be added to the City standard cover sheet for the street lighting plan set that has the following information:

1. Item number
2. Symbol
3. Street type
4. Typical offset behind back of curb
5. Quantity of light poles by type of pole
6. Pole Information:

i. Pole height

ii. Pole wall thickness

7. Mast arm size
8. Luminaire:
    i. Mounting height
    ii. Lumens & wattage
    iii. CCT (3000K)
    iv. IES distribution
    v. Type (LED)
    vi. Color (Finish)
9. Luminaire manufacturer specification number
10. See Detail 71500 for sample of summary table/legend to be provided on all street lighting designs

D. Street lighting designs shall utilize the details in the Appendices attached to this section.

E. All future and existing streetlights adjacent to and within 300 feet of the first proposed streetlight must be shown with stationing and dimensional ties to the street centerline.

F. All proposed streetlight locations shall have a station and offset. All future and existing streetlight locations shall have a station.

G. The plans shall show all existing and proposed fire hydrants and provide dimensional ties to fire hydrants where potential conflicts may occur.

H. Phasing is not allowed on an independent street lighting design.

I. If the lighting plan is not associated with a set of paving plans, then survey data is required for street centerlines (bearing and distances).

J. A photometric analysis is required for the entire street area being designed per 7-1.102 Photometric Analysis Design Requirements.

K. Two (2) sets of photometrics shall be required when only a portion of a street is being developed at the current time (typically half-street improvements and future full-street improvements):

1. The first set of photometrics shall be for the current conditions only and shall be for information to show interim lighting levels, pole spacing, etc.
2. The second set of photometrics shall be for the future/ultimate conditions and shall prove that either the staggered pole placement design or the median light (dual mast arm) design is in compliance with these design standards.

7-1.600 Materials

7-1.601 LED Luminaire Requirements

A. General Requirements – The luminaire shall be a fully integrated assembly and shall comply with the measurement, performance and safety standards listed below.

1. The entire fixture, including internal components and as a whole unit, shall be either Underwriters Laboratories (UL) certified, Canadian Standards Association (CSA) international certified or equivalent.
2. The luminaire shall be listed and labeled by a Nationally Recognized Testing Laboratory (NRTL) as being in compliance with UL 1598 and suitable for use in wet locations.
3. The light sources and drivers shall be Restriction of Hazardous Substances (RoHS) compliant.
4. The luminaire shall have an International Electrotechnical Commission (IEC) 529 Ingress Protection (IP) rating of IP 66 or greater for the optical assemblies of the luminaire.
5. The power supply shall meet or exceed Federal Communications Commission (FCC) 47 Part 15/18 to achieve consumer interference emission limits.
6. The power supply shall have a minimum Class A sound rating per ANSI Standard C63.4.
7. The luminaire shall be tested according to the Illuminating Engineering Society (IES) LM-79-019 - IES Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products.

8. The luminaire shall have lumen maintenance measured in accordance with IES LM-80-21 – IES Approved Method: Measuring Lumen Maintenance of LED Lighting Sources.
9. The luminaire shall have long term lumen maintenance documented according to the IES TM-21-19 – Projecting Long Term Lumen Maintenance (LM) of LED Light Sources.
10. The luminaire shall have LM-79, LM-80 and in-situ temperature testing conducted by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited lab or a lab that is qualified, verified and recognized through DOE's CALiPER program.

B. LED Luminaire Housing Requirements:

1. The luminaire housing shall be constructed of cast aluminum and painted with a corrosive resistant powder coat finish (minimum 2.0 mils thickness) in dark bronze. No parts shall be polycarbonate unless approved by the City. The surface treatment shall withstand a minimum of 3,000 hours for salt and fog condition in accordance with testing performed per ASTM Standard B117.
2. Exterior hardware shall be stainless steel, zinc or steel with zinc alloy electroplate and chromate topcoat.
3. A die-cast trigger latch or stainless-steel tool-less screw on the door frame shall allow for tool-less entry and enable easy and secure opening with one hand. The luminaire warranty shall not be affected by opening the power door and/or accessing the electrical cavity.
4. The luminaire shall have readily accessible internal parts.
5. The luminaire shall have a secure slip fitter and mount on a nominal 2 inch (2.375" OD) horizontal tenon.
6. The door assembly shall have a safety latch to prevent the door from falling when opening.
7. The mounting assembly shall permit ±5 degrees adjustment for leveling.
8. The luminaire shall not weigh more than 35 pounds when fully assembled and installed.
9. The luminaire shall have an effective projected area of no more than 1.2 square feet (when viewed from either side or either end).

10. The luminaire housing must provide 3G vibration rating per American Standards Institute and Institute of Electrical and Electronics Engineers (IEEE) C136.31.
11. The luminaire shall have an integrated bubble level.
12. The luminaire shall have a 7-prong twist-lock photo-electric control receptacle (PECR) in accordance with ANSI C136.41-2013. The PECR shall be rotatable up to 359 degrees. The housing shall provide a 360 degree stop to prevent the internal twisting of PECR wire assemblies resulting in potential electrical short. The PECR shall be connected to the same voltage as the luminaire.
13. The luminaire housing shall have passive cooling fins integrated as part of the housing for heat dissipation (no vents, internal fans or moving parts) and be designed for water shedding and to be self-cleaning.
14. The luminaire shall be labeled internally and externally in accordance with ANSI C136.15-2020. Label shall include wattage and nominal lumens.
15. The luminaire shall have field installable and manufacture installed options for house side and front side light shields.
16. Luminaires shall be furnished with an instruction sheet which clearly shows installation procedures and instructions for proper luminaire aiming adjustments and maintenance instructions.

C. LED Luminaire Electrical Requirements – The luminaire shall fully operate in a temperature range of -40° C to 50° C. The electronic driver shall have the following:

1. Input voltage of 120 to 277 volt at 60 Hz.
2. Output frequency >120 Hz to avoid visible flicker.
3. A power factor of 0.90 or greater at full load.
4. A total harmonic distortion of 20% or less at full load.
5. Thermal overload protection.
6. Self-limited short circuit protection and overload protection.
7. Driver case shall meet Ingress Protection (IP) 66 standards.
8. Capable of 0-10V dimming.

9. Terminated with quick disconnect wire harnesses or other method as approved by the City for easy maintenance. Wire nut termination is not acceptable.
10. A terminal block with a minimum of 3-lead terminal board for terminating pole wiring to the luminaire that will accommodate #6 thru #14 AWG pole wire.
11. Electrical components that are protected per ANSI/IEEE Standard C62.41, for Category C (10kv/5ka) applications. The transient suppressor is not required to be RoHS compliant.

D. LED Luminaire Performance Requirements:

1. The luminaire shall have a minimum luminaire efficacy of 120 lumens/watt.
2. The standard color for the LED luminaire shall be white. The colors shall conform to the color regions based on the 1931 International Commission on Illumination (CIE) chromaticity diagram.
3. The Nominal Correlated Color Temperature shall be 3,000K ± 300K. Lower levels may be accepted for local residential streets as technology provides.
4. The luminaire shall have a minimum Color Rendering Index (CRI) of 70.
5. The Lumen Maintenance Life from the TM-21-19 Report must not be below 91% or L91 at 50,000 hours at 25°C ambient for the 3,000K luminaire.
6. The luminaires must meet the photometric design requirements shown Table 1 of Section 7-1.102.

E. LED Luminaire Optical Requirements:

1. The luminaire shall be classified in accordance with IES TM-15-07 Luminaire Classification System for Outdoor Luminaires, Addendum A with Backlight, Uplight and Glare (BUG) ratings as follows:
   a. Backlight rating shall not exceed 3.
   b. Uplight rating shall not exceed 0.
   c. Glare rating shall not exceed 3.
2. The luminaire shall have a light distribution pattern at the road surface that has an evenly dispersed appearance.

F. Additional LED Luminaire Requirements:

1. LED luminaire manufacturer must have a minimum of a fifteen (15) year history of designing and manufacturing LED outdoor roadway luminaires.
2. A limited system warranty must be provided for the replacement or repair of the luminaire and/or power supply drivers due to any electrical failure for at least ten (10) years.
3. Luminaries shall include photoelectric control designed for use with LED and will protect the LED fixture from current spikes. The photocell will fail in the on position.
4. All LED luminaires shall meet the lumen values at 3000K CCT stated in Table 5.

Table 5 - Fixture Criteria by Street Classification

Street Classification	Nominal Lumens
Arterial & Parkways	17,000 (±5%)
Collector	11,000 (±6%)
Local	5,000 (±10%)

7-1.602 Photocell Requirements

A. All photocells shall be long-life NEMA twist-lock type that meet the following requirements:

1. 20-year rated life with minimum 10 year warranty
2. Color shall be brown
3. Fail mode ON
4. Voltage range 105-305 VAC, 60 HZ
5. Minimum 320 Joule MOV surge protection
6. Sensitivity: 2.4 to 3.6 FC on; 1.2 to 2.4 FC off; 2-5 second turn-off delay
7. Photocell eye shall face north
8. Temperature range -40° C to 70° C

7-1.603 Pole Requirements

A. All poles shall be 5-inch square steel construction and powder coated dark bronze (cocoa) in color.

B. All poles shall be foundation mounted.

7-1.604 Shop Drawing Submittals

A. All streetlights that are to be owned by the City are required to have shop drawings electronically submitted in PDF format to the City for review and approval.

B. All delivered materials shall match the approved technical data or it will be rejected.

C. All work installed prior to approval of submittals is subject to rejection by the City.

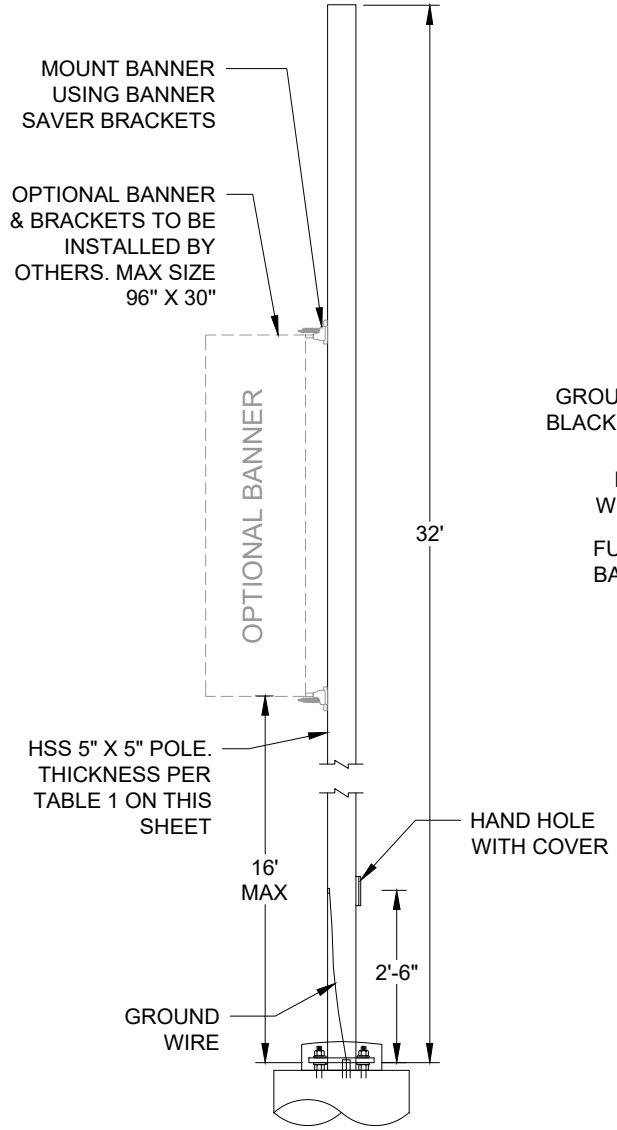
D. A copy of the approved material submittals shall be on the jobsite at all times.

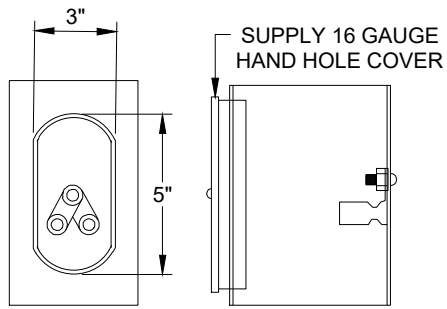
E. Each of the submittals shall clearly show the manufacturer and have comprehensive technical data for the proposed product.

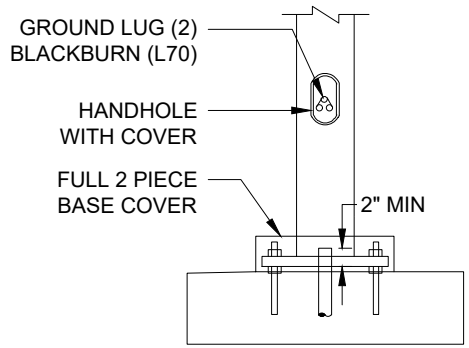
[End of Section]

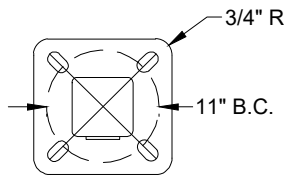
Appendix A – Standard Details

71100	Standard Dark Bronze Square Pole
71101	Standard Foundation
71102	8'x8' Dark Bronze Square Mast Arm
71103	4' Dark Bronze Square Mast Arm
71104	J-Box, Grounding, Wiring, Fusing, and Metal Tag
71500	Sample Equipment List









1" X 12" SQUARE PLATE WITH 1 ¼" DIA. X 1 ½" SLOTTED HOLES ON 11" BOLT CIRCLE

NOTES:

1. POLE S DESIGN SHALL BE PER AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, FIRST EDITION, THROUGH 2020 INTERIM REVISIONS, BASED ON 105 MPH WIND SPEED.
2. POLE SHAFT FABRICATED FROM WELDABLE GRADE HOT-ROLLED CARBON STEEL STRAIGHT SQUARE TUBE & HAS A MINIMUM YIELD STRENGTH OF 42,000 PSI. TUBING SHALL MEET ASTM A500 GRADE B.
3. BASE PLATE FABRICATED FROM STRUCTURAL QUALITY HOT-ROLLED STEEL PLATE THAT MEETS OR EXCEEDS THE REQUIREMENTS OF ASTM A36.
4. HANDHOLE SHALL CONSIST OF A 3" X 5" OVAL REINFORCED FRAME WITH 16 GAUGE COVER, STEEL ATTACHMENT BAR, AND ¼" SCREW. A GROUNDING LUG IS INSTALLED INSIDE THE POLE SHAFT OPPOSITE THE HANDHOLE OPENING. HANDHOLE SHALL BE WELDED IN THE POLE SHAFT.
5. POLE SHALL BE SAND BLASTED TO A NEAR WHITE FINISH AND TREATED WITH AN IRON PHOSPHATE SOLUTION. A HIGH QUALITY POLYESTER POWDER IS THEN ELECTROSTATICALLY APPLIED AND CURED TO A MINIMUM 2.5 MIL. THICKNESS. COLOR SHALL BE APS BRONZE.
6. BANNERS ARE ONLY PERMITTED ON POLES WITH 0.375" WALL THICKNESS, AND WITH USE OF BANNER SAVER BRACKETS.

HARDWARE SPECIFICATIONS:

BOLT - ¼" X ¾" ROUND HEAD-RIBBED SHANK WITH NUT.
WASHER - ¼" FLAT
SCREW - ¼" X 1" STAINLESS STEEL HEX. SOCKET BUTTON HEAD.
WASHER - SINGLE COIL LOCK, ¼"
ANCHOR BOLT - 1" Ø X 36" X 4"

TABLE 1: POLE TYPES

STREET TYPE	POLE LENGTH	WALL THICKNESS	LUMINAIRE HEIGHT ABOVE GROUND	
			4 FT ARM	8 FT ARM
LOCAL	32'-0"	0.188"	32'-0"	N/A
COLLECTOR	32'-0"	0.188"	32'-0"	40'-0"
ARTERIAL	32'-0"	0.375"	N/A	40'-0"
PARKWAY	32'-0"	0.375"	N/A	40'-0"

BUCKEYE, AZ
STANDARD DETAIL

STANDARD DARK BRONZE SQUARE POLES

REVISED: 10-31-24

DETAIL NO: 71100

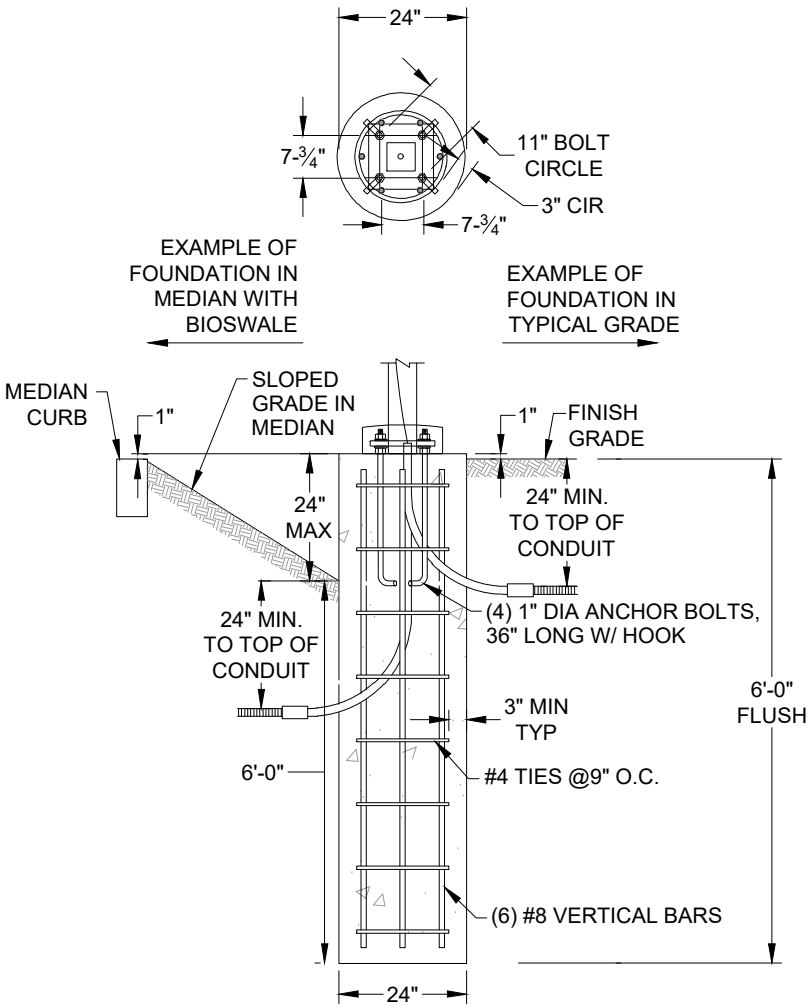
ITEM #	SYMBOL	TYPE STREET	OFFSET BEHIND B/C	QUANTITY	POLE INFORMATION		MAST ARM	LUMINAIRE							LED STREETLIGHT SPEC NUMBER
					POLE LENGTH	WALL THICKNESS	SIZE	MOUNTING HEIGHT	NOMINAL LUMENS	WATTAGE	C.C.T.	I.E.S. DISTRIBUTION	TYPE	COLOR	
1		ARTERIAL OR PARKWAY	6'-0"	#	32'-0"	0.375"	8' X 8'	40'-0"	17,000 (± 5%)	130W	3000	TYPE 3	LED	DARK BRONZE	ERL2018C530ADKBZGLR
2		MAJOR COLLECTOR	4'-0"	#	32'-0"	0.188"	8' X 8'	40'-0"	11,000 (± 6%)	87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
3		COMMERCIAL COLLECTOR	4'-0"	#	32'-0"	0.188"	8' X 8'	40'-0"	11,000 (± 6%)	87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
4		COLLECTOR	4'-0"	#	32'-0"	0.188"	4'-0"	32'-0"	11,000 (± 6%)	87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
5		LOCAL	4'-0"	#	32'-0"	0.188"	4'-0"	32'-0"	5,000 (± 10%)	37W	3000	TYPE 2	LED	DARK BRONZE	ERL1005B530ADKBZGLR
6		LOCAL (CUL-DE-SAC)	4'-0"	#	32'-0"	0.188"	4'-0"	32'-0"	5,000 (± 10%)	37W	3000	TYPE 4	LED	DARK BRONZE	ERL1005D530ADKBZGLR
1A		ARTERIAL	CENTER OF MEDIAN	#	32'-0"	0.375"	(2) 8' X 8'	40'-0"	(2) 17,000 (± 5%)	(2) 130W	3000	TYPE 3	LED	DARK BRONZE	ERL2018C530ADKBZGLR
2A		MAJOR COLLECTOR	CENTER OF MEDIAN	#	32'-0"	0.188"	(2) 8' X 8'	40'-0"	(2) 11,000 (± 6%)	(2) 87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
3A		COMMERCIAL COLLECTOR	CENTER OF MEDIAN	#	32'-0"	0.188"	(2) 8' X 8'	40'-0"	(2) 11,000 (± 6%)	(2) 87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
4A		COLLECTOR	CENTER OF MEDIAN	#	32'-0"	0.188"	(2) 4'-0"	32'-0"	(2) 11,000 (± 6%)	(2) 87W	3000	TYPE 3	LED	DARK BRONZE	ERL1011C530ADKBZGLR
5A		LOCAL	CENTER OF MEDIAN	#	32'-0"	0.188"	(2) 4'-0"	32'-0"	(2) 5,000 (± 10%)	(2) 37W	3000	TYPE 2	LED	DARK BRONZE	ERL1005B530ADKBZGLR
		ITEM DESCRIPTION													
7		1" FLEX PVC WITH 2-#14 Cu TYPE THWN-2 AND 1-#14 Cu BARE BOND FROM PULL BOX BUSSMAN FUSE HOLDER TO LIGHTING FIXTURE													
8		INSTALL JUNCTION BOX NEXT TO THE POLE PER DETAIL #71104													

BUCKEYE, AZ
STANDARD DETAIL

SAMPLE EQUIPMENT LIST

REVISED: 10-31-24

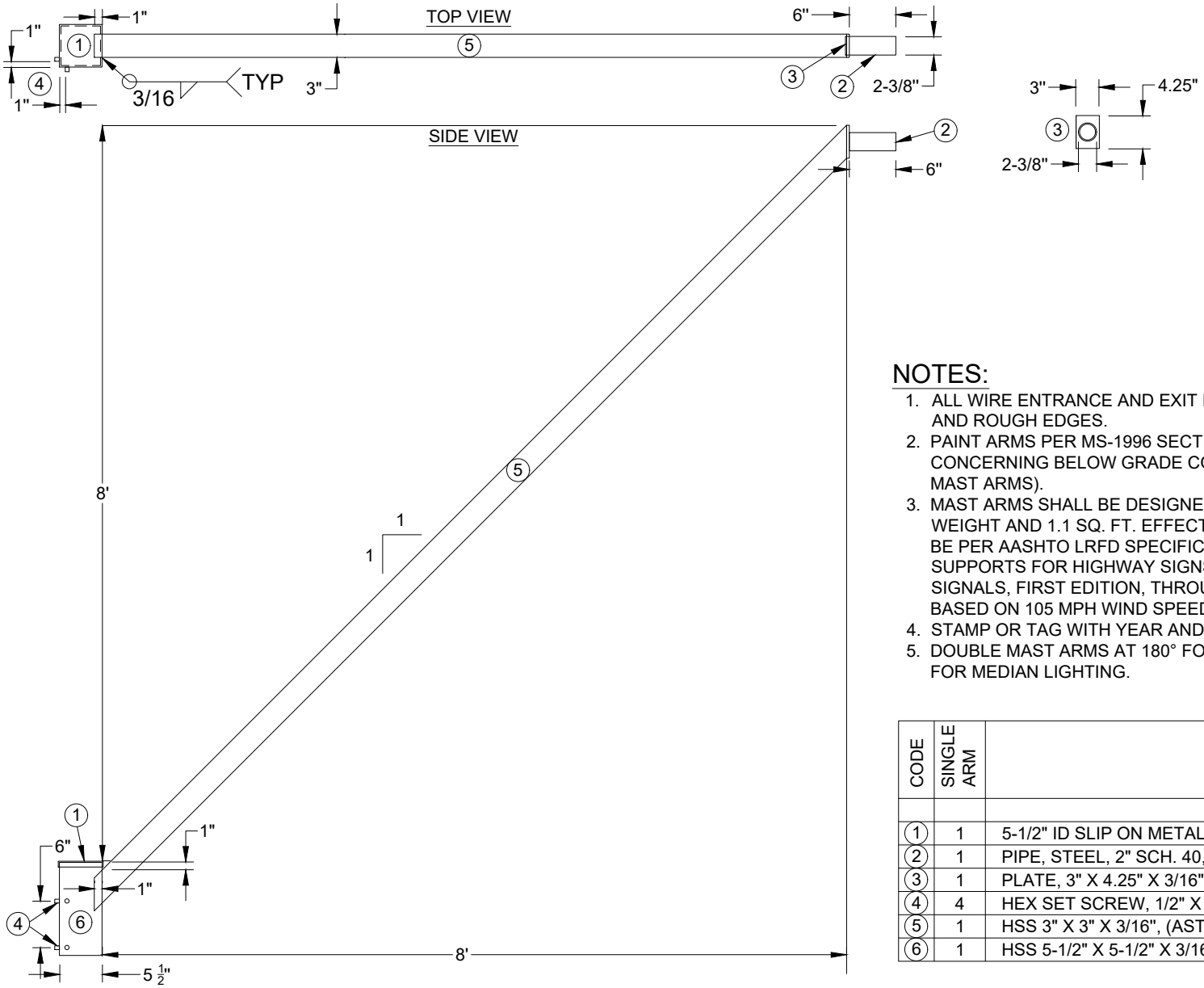
DETAIL NO: 71500



NOTES:

1. ANCHOR BOLTS FABRICATED FROM HOT-ROLLED CARBON STEEL BAR THAT MEETS OR EXCEED REQUIREMENTS OF ASTM F1554 EACH BOLT HAS AN "L" BEND ON ONE END AND A MINIMUM 4" THREAD ON THE OTHER, WITH 2 NUTS AND 2 WASHERS (ASSEMBLED). THE ANCHOR BOLTS, NUTS, AND WASHERS SHALL BE HOT-DIPPED GALVANIZED PER ASTM A153
2. THE FOUNDATION ANCHOR BOLT TEMPLATE SHALL BE REMOVED AFTER THE CONCRETE HAS SET.
3. THE FOUNDATION SHALL BE TROWELED SMOOTH WITH A SLIGHT SLOPE TO ELIMINATE PONDING. FINISH WITH 1/2" ROUNDED EDGE.
4. THE FOUNDATION HOLE SHALL BE AUGERED IN UNDISTURBED COMPACTED EARTH. MAG CLASS "A" (3,000 PSI) CONCRETE SHALL BE POURED IN DRILLED HOLES. USE OF A MINIMUM 18" DEEP SONOTUBE AT THE TOP OF THE FOUNDATION IS REQUIRED TO PROVIDE A UNIFORM AND CONTROLLED FOUNDATION.
5. UNSTABLE SOIL AND / OR A STEEP SLOPE WILL REQUIRE A DEEPER FOUNDATION AND MAY REQUIRE SPECIAL ENGINEERING.
6. REBAR SHALL BE PER ASTM A615 LATEST EDITION GRADE 60 AND SHALL BE TIED TOGETHER. NO TACK WELDING ALLOWED.
7. IF FOUNDATION IS PLACED IN A CONCRETE PAD (SIDEWALK, HANDICAP RAMP, ETC.), EXTEND THE ANCHOR BOLTS TO THE MAXIMUM OF 3-1/4" ABOVE THE TOP OF FOUNDATION, AND INSTALL 1/2" PIECE OF EXPANSION MATERIAL BETWEEN THE FOUNDATION AND THE CONCRETE PAD.
8. CLEAR COVER TO REINFORCING SHALL BE 3" MINIMUM.

BUCKEYE, AZ STANDARD DETAIL	STANDARD FOUNDATION	REVISED: 10-31-24	DETAIL NO: 71101



NOTES:

1. ALL WIRE ENTRANCE AND EXIT HOLES SHALL BE FREE OF BURRS AND ROUGH EDGES.
2. PAINT ARMS PER MS-1996 SECTION B (NOTE THAT PARAGRAPH CONCERNING BELOW GRADE COATING DOES NOT APPLY TO MAST ARMS).
3. MAST ARMS SHALL BE DESIGNED FOR LUMINAIRES WITH 35 LB WEIGHT AND 1.1 SQ. FT. EFFECTIVE AREA EACH. DESIGN SHALL BE PER AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, FIRST EDITION, THROUGH 2020 INTERIM REVISIONS, BASED ON 105 MPH WIND SPEED.
4. STAMP OR TAG WITH YEAR AND MANUFACTURE NAME.
5. DOUBLE MAST ARMS AT 180° FOR THIS DETAIL ARE AVAILABLE FOR MEDIAN LIGHTING.

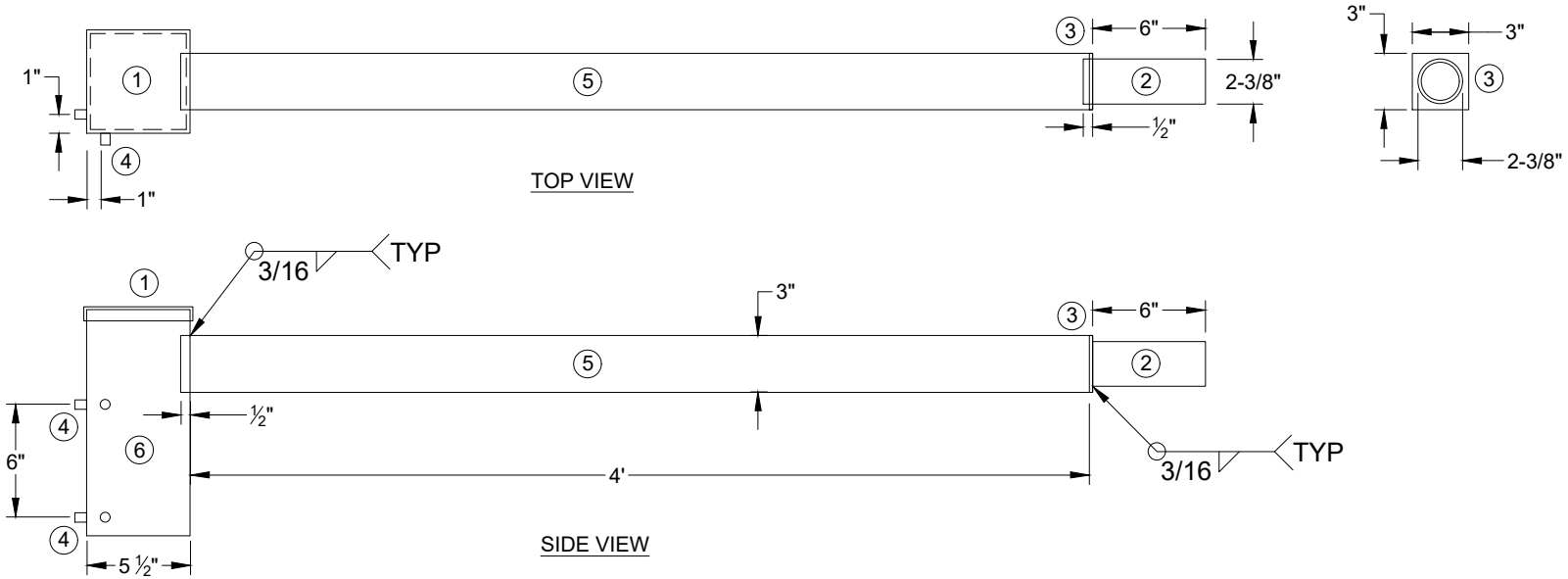
CODE	SINGLE ARM	MATERIAL LIST
		DESCRIPTION
1	1	5-1/2" ID SLIP ON METAL CAP W/ 1/4"-20 NC x 1/4" SET SCREW
2	1	PIPE, STEEL, 2" SCH. 40, 6-1/2" LONG (MAX. 2-3/8"0.D.)
3	1	PLATE, 3" X 4.25" X 3/16"
4	4	HEX SET SCREW, 1/2" X 13 NC X 1/2", ZINC PLATED
5	1	HSS 3" X 3" X 3/16", (ASTM A500, GRADE B)
6	1	HSS 5-1/2" X 5-1/2" X 3/16" (ASTM A500, GRADE B)

BUCKEYE, AZ
STANDARD DETAIL

8' X 8' DARK BRONZE SQUARE MAST ARM

REVISED: 10-31-24

DETAIL NO: 71102



NOTES:

1. ALL WIRE ENTRANCE AND EXIT HOLES SHALL BE FREE OF BURRS AND ROUGH EDGES.
2. PAINT ARMS PER MS-1996 SECTION B (NOTE THAT PARAGRAPH CONCERNING BELOW GRADE COATING DOES NOT APPLY TO MAST ARMS).
3. MAST ARMS SHALL BE DESIGNED FOR LUMINAIRES WITH 35 LB WEIGHT AND 1.1 SQ. FT. EFFECTIVE AREA EACH. DESIGN SHALL BE PER AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, FIRST EDITION, THROUGH 2020 INTERIM REVISIONS, BASED ON 105 MPH WIND SPEED.
4. STAMP OR TAG WITH YEAR AND MANUFACTURE NAME.
5. DOUBLE MAST ARMS AT 180° FOR THIS DETAIL ARE AVAILABLE FOR MEDIAN LIGHTING.

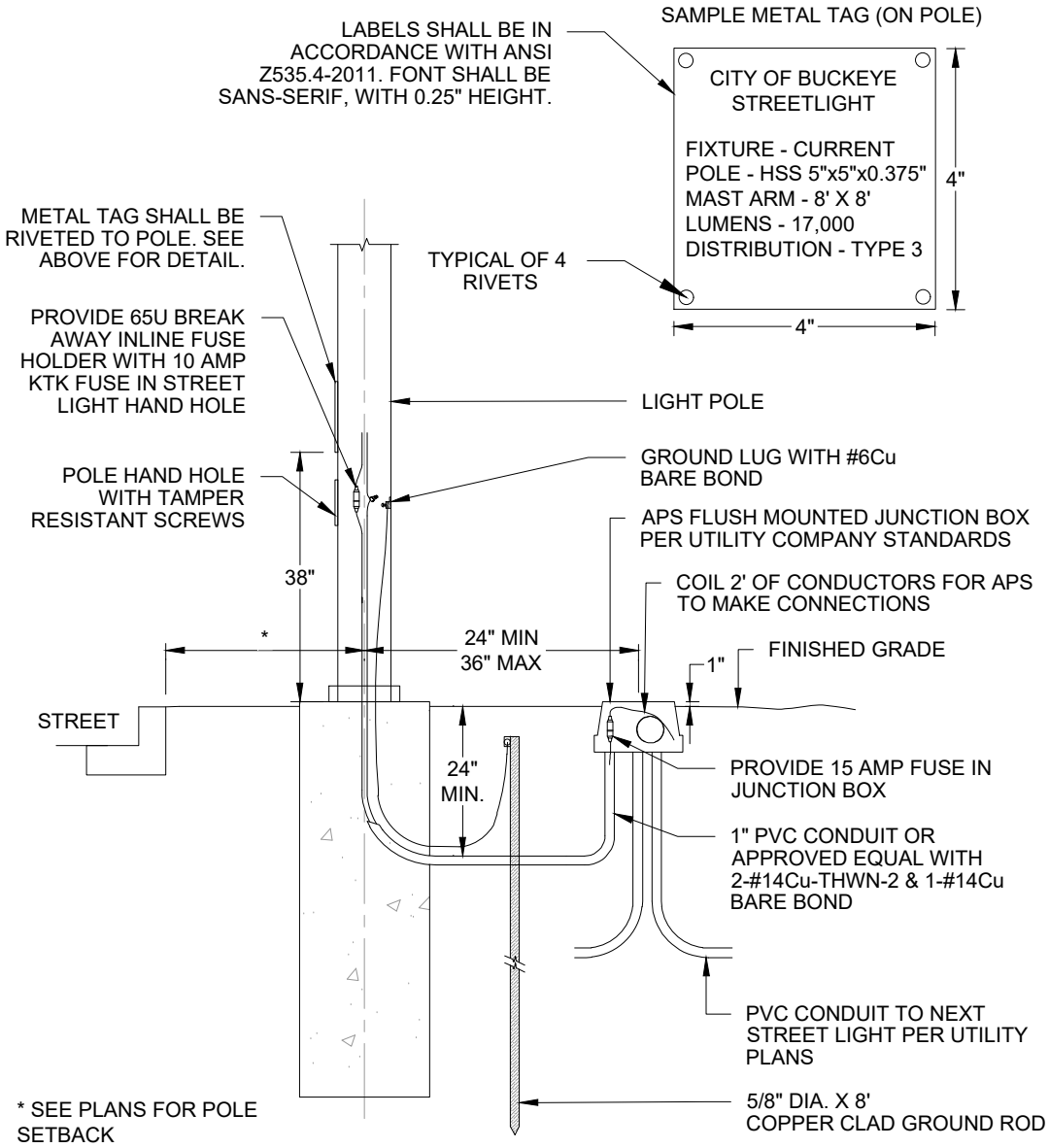
CODE	SINGLE ARM	MATERIAL LIST
		DESCRIPTION
1	1	5-1/2" ID SLIP ON METAL CAP W/ 1/4"-20 NC x 1/4" SET SCREW
2	1	PIPE, STEEL, 2" SCH. 40, 6-1/2" LONG (MAX. 2-3/8"0.D.)
3	1	PLATE, 3" X 3" X 3/16"
4	4	HEX SET SCREW, 1/2" X 13 NC X 1/2", ZINC PLATED
5	1	HSS 3" X 3" X 3/16" (ASTM A500, GRADE B)
6	1	HSS 5-1/2" X 5-1/2" X 3/16" (ASTM A500, GRADE B)

BUCKEYE, AZ
STANDARD DETAIL

4' DARK BRONZE SQUARE MAST ARM

REVISED: 10-31-24

DETAIL NO: 71103



ELECTRICAL REQUIREMENTS:

1. CONDUIT, CONDUCTORS, SPLICES, AND FUSE HOLDERS SHALL BE LISTED AND LABELED FOR USE IN A WET LOCATION WHEN USED IN A JUNCTION BOX. NEC300.5(B), 310.8(C)
2. IN-LINE FUSE HOLDER USED IN HAND HOLE OR SERVICE DROP SHALL BE CONSIDERED AS DISCONNECTING MEANS. FUSE HOLDERS TO BE RATED AT 22,000 AIC MINIMUM. NEC 240.40
3. ELECTRICAL CONNECTIONS-CONDUCTORS OF DISSIMILAR METALS SHALL NOT BE INTERMIXED IN A TERMINAL OR SPLICING CONNECTOR WHERE PHYSICAL CONTACT OCCURS BETWEEN DISSIMILAR CONDUCTORS, (COPPER, ALUMINUM) UNLESS THE DEVICE IS IDENTIFIED FOR THE PURPOSE AND CONDITIONS OF USE. NEC 110.14
4. NON-CURRENT CARRYING CONDUCTIVE MATERIALS ENCLOSING ELECTRICAL CONDUCTORS OR EQUIPMENT, OR FORMING PART OF SUCH EQUIPMENT, SHALL BE CONNECTED TO EARTH IN A MANNER THAT WILL LIMIT THE VOLTAGE IMPOSED BY LIGHTNING OR UNINTENTIONAL VOLTAGE DUE TO SHORT CIRCUITS AND LIMIT THE VOLTAGE TO GROUND ON THESE MATERIALS. NEC 250.4(B) (GROUND RODS)
5. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED FROM THE GROUND LUG IN THE HAND HOLE TO THE LUMINAIRE WITH THE CURRENT CARRYING CONDUCTORS. NEC 410.30(B)(3).
6. CONNECTION TO THE GROUND ROD AND THE GROUNDING ELECTRODE SHALL BE LISTED AND LABELED FOR USE. NEC 250.8
7. CONNECT #6 BARE COPPER WIRE FROM THE GROUND ROD ADJACENT TO THE POLE TO THE GROUND LUG IN THE POLE.
8. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.

BUCKEYE, AZ STANDARD DETAIL	J-BOX, GROUNDING, WIRING, FUSING AND METAL TAG	REVISED: 10-31-24	DETAIL NO: 71104

RESOLUTION NO. 75-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, REPEALING CHAPTER 5, SECTION 5-1, GRADING AND DRAINAGE, AND CHAPTER 7, SECTION 7-2, PUBLIC STREET LIGHTS, OF THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS; DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS ON FILE WITH THE CITY CLERK ENTITLED CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS CHAPTER 2, SECTION 2-2, ADDRESSING PROCEDURES, CHAPTER 5, SECTION 5-1, GRADING AND DRAINAGE, AND CHAPTER 7, SECTION 7-1, STREET LIGHTING; AND APPROVING AND ADOPTING THE SAME BY REFERENCE.

WHEREAS, those certain documents entitled the City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures, Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-1, Street Lighting, of which at least three paper copies or one paper copy and one electronic copy are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby declared to be public records and said copies are ordered to remain on file with the City Clerk; and

WHEREAS, the City Engineer is required to recommend for City Council adoption standard specifications, details and regulations regarding public works improvements pursuant to City Code Chapter 23, Article 23-2, Section 23-2-1; and

WHEREAS, the City Engineer has recommended the City Council make the following changes to the City of Buckeye Engineering Design Standards: repeal Chapter 5, Section 5-1, Grading and Drainage, adopted October 16, 2007; repeal Chapter 7, Section 7-2, Public Street Lights adopted December, 2012; adopt Chapter 2, Section 2-2, Addressing Procedures; adopt new Chapter 5, Section 5-1, Grading and Drainage; and adopt Chapter 7, Section 7-1, Street Lighting; in order to provide clarity, guidance and uniformity in the submission and review processing.

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

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

Section 2. Chapter 5, Section 5-1, Grading and Drainage, of the City of Buckeye Engineering Design Standards adopted October 16, 2007, and Chapter 7, Section 7-2, Public Street Lights, adopted December, 2012, are hereby repealed.

Section 3. Those certain documents entitled the City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures; Chapter 5, Section 5-1, Grading and Drainage; and, Chapter 7, Section 7-1, Street Lighting; of which at least three paper copies or one paper copy and one electronic copy are on file in the office of the City Clerk and open for public inspection during normal business hours, are hereby referred to, adopted, and made a part hereof as if fully set out in this Resolution.

Section 4. The standards and requirements adopted pursuant to this Resolution shall apply to all plans submitted to the City following the effective date of this Resolution, including plans seeking approval or re-approval from the City Engineer.

Section 5. The Engineering Design Standards may be repealed, modified or revised by the Mayor and City Council of the City of Buckeye; provided however, that the City Engineer is hereby authorized to make typographical or technical corrections to the Engineering Design Standards, including corrections or improvements to maps, drawings, detail, and graphics, that do not result in substantive changes to the Engineering Design Standards.

Section 6. All resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 8. The Mayor, City Manager, City Attorney, City Clerk, and City Engineer are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.D. DS - Brown & Associates Certified Inspection Services
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 692-7616	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Task Order No. 3 to the On-Call Consulting Contract (No. 2022003A.43) for Engineering and Architectural Services between the City of Buckeye, an Arizona municipal corporation, and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, related to on-site building inspections; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Development Services Department is requesting funds through Task Order No. 3 to keep up with the current demand for Building Inspection Services. Brown & Associates Certified Inspection Service, Inc. will provide assistance with Building Inspections. The total amount to be paid under this Task Order will not exceed $200,000.

BENEFITS:
To maintain or exceed customer service expectation in the Development Services Department.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
10005180-520037 - $200,000

CURRENT FISCAL YEAR TOTAL COST:
$200,000

BUDGETED:
Yes

FISCAL YEAR:
FY 24/25

FUND/DEPARTMENT:
10005180-520037

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4D TO3 to 2022003A.43 Brown and Associates.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003A.43
TASK ORDER #3
FY25 BUILDING INSPECTION SERVICES

THIS TASK ORDER #3 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003A.43 between the City and Consultant, dated May 17, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide building inspection services for fiscal year 2025, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately and complete the services and deliverables on or before June 30, 2025, unless this Task Order is earlier terminated, pursuant to the terms and conditions of the Contract.

ARTICLE 3
FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)**, as set forth in **Exhibit A**.

ARTICLE 4
ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

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

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5
EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____

Dan Cotterman, City Manager

CONSULTANT:

BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICE, INC.,
an Arizona corporation

Michael J. Brown

_____

Michael J. Brown, President

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

TASK ORDER #3

CONSULTANT'S PROPOSAL

BROWN & ASSOCIATES
BUILDING & LIFE SAFETY CONSULTING
O: 480.991.3751 | F: 480.596.5065 | Toll Free: 866.991.3751

MEMORANDUM

To: City of Buckeye Construction and Contracting Department

From: Katie Brown Floyd, Project Coordinator

Date: September 25, 2024

Regarding: Anticipated Contractual Costs for Fiscal Year 2024/2025

For on-call consulting services of Building Inspection services provided by Brown & Associates anticipates contractual costs of **$200,000.00** for inspection services to be provided during Fiscal Year 2024/2025.

CITY OF BUCKEYE

INSPECTION SERVICES

Line Item	Personnel	Hours	Rate	TOTAL
Onsite Inspections	1	2,000	$100.00	$200,000.00

Inspection hours will be billed at actual hours on site.

Inspection hours have been based upon our previous experience working on similar projects. Normal hours of inspection services for determination of B&A fees is at a schedule of Monday through Friday from 7:00 AM - 3:00 PM Arizona time. A minimum of two-hours will be assessed for inspections on a given day. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day. After Hours, Weekend and Holiday Inspection services are available for double the regular rate for personnel provided with a three-hour minimum.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.E. CIP No. 105660 Rooks Road Bridge - Buckeye Water Conservation & Drainage District (BWCDD) Relocation and Construction of Lateral 24
DATE PREPARED: 11/14/24	**DISTRICT NO.:** 1
STAFF LIAISON: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to (a) approve the Buckeye Water Conservation & Drainage District (BWCDD) October 16, 2024, Invoice 2149-7, in an amount not to exceed $1,157,930.81 for the relocation and construction of Lateral 24 over the BWCDD Canal in connection with Project BWC-2149 Phase 2; (b) authorize the City Manager to execute acceptance of Project BWC-2149 Cost Estimate Letter and related payment of Invoice 2149-7; and (c) authorize and direct the City Manager, the City Attorney, and the City Clerk to execute any and all documents and any other necessary or desirable instruments connected with Project BWC-2149 Phase 2.

SUMMARY

PROJECT DESCRIPTION:
Construction of Rooks Road from MC85 North to Baseline Road requires the coordination and separate design of the BWCDD canal bridge and Lateral 24 relocation, Roosevelt Irrigation District Lateral 18 relocation, APS 69KV overhead power lines, and APS/PV effluent distribution pipe.

The relocation of Lateral 24 has been designed, reviewed and ready for construction. The reason Lateral 24 needs t be relocated is to make way for the construction of Rooks Road and the Buckeye Water Conservation & Drainage District (BWCDD) Bridge over the BWCDD canal. BWCDD's invoice to perform this scope of work is in an amount not to exceed $1,157,930.81, as described in BWCDD's Cost Estimate Letter. The funds for this work are under Capital Improvement Project (CIP) No. 105660 and this scope is within budget.

BENEFITS:
The relocation of Lateral 24 is one of many required to be completed prior to the construction of Rooks Road between MC85 and Baseline Road.

FUTURE ACTION:
No Future Action.

FINANCIAL IMPACT STATEMENT:
This project is programed into the FY25 CIP 105660 Rooks Road Bridge project with the budget of $10,590,000 (all phases and scopes).
BWCDD's Cost Estimation Letter and associated Invoice is in an amount not to exceed $1,157,930.81 and falls within the allotted budgeted amount for FY25. The Cost Estimate Letter and Invoice is related

to utility-line relocation, namely Lateral 24.

CURRENT FISCAL YEAR TOTAL COST:
The total cost for this one-time Invoice is in an amount not to exceed $1,157,930.81.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
50213170-543181

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
BWC-2149 Cost Estimate Letter Phase 2.pdf
INVOICE 2149-7.pdf
MWSA O-2-18 Buckeye Water Conservation and Drainage District.pdf
CIP105660_8x10.pdf
Buckeye Water Conservation and Drainage District_JS Signed.pdf

Buckeye Water Conservation & Drainage District
205 E. Roosevelt Ave
Buckeye, Arizona 85326
623-386-2196

Project: BWC-2149 Phase 2

Rooks Road Lateral 24 Relocation & Main Canal Modifications, Buckeye, Arizona

Mr. Cotterman,

Please review the following information and cost structure required for BWCDD to complete the construction for this phase of this project. Please note that all fees must be paid in advance prior to BWCDD beginning construction. Please sign where indicated and submit with payment. If an invoice with a PO is required, please submit the PO as your earliest convenience.

Construction costs, BWCDD Administrative fees, and Legal Fees will be required prior to construction to commence, in addition to all Easement Agreements being finalized.

If you have any questions, please contact Wes Kerr, BWCDD Project Manager.

Buckeye Water Conservation & Drainage District
205 E. Roosevelt Ave
Buckeye, Arizona 85326
623-386-2196

	CONSTRUCTION PHASE 2 – LATERAL 24					
ITEM #	**DESCRIPTION**	**QTY.**	**UNIT**	**UNIT PRICE**	**EXTENSION**	
	PHASE 2.1					
25	MOBILIZATION	1	LS	$25,600.00	$25,600.00	
26	SURVEY	1	LS	$23,790.00	$23,790.00	
27	QUALITY CONTROL	1	LS	$11,710.00	$11,710.00	
28	PRESURE TEST	1	LS	$4,600.00	$4,600.00	
29	TRAFFIC CONTROL	1	LS	$2,510.00	$2,510.00	
30	DEMO AND REMOVE EXISTING PIPE	66	LF	$73.00	$4,818.00	
31	DEMO AND REMOVE RIP RAP	389	SF	$4.00	$1,556.00	
32	DEMO AND REMOVE INLET HEADWALL	1	EA	$950.00	$950.00	
33	DEMO AND REMOVE STRUCTURES	2	EA	$3,000.00	$6,000.00	
34	INSTALL/REMOVE DIRT PLUG	1	EACH	$21,600.00	$21,600.00	
35	CANAL OVER EXCAVATION	336	CY	$60.00	$20,160.00	
36	GEOGRID	432	SY	$6.70	$2,894.40	
37	FURNISH AND INSTALL CHANNEL ABC	533	TON	$68.00	$36,244.00	
38	CANAL GRADING	941	SY	$29.60	$27,853.60	
39	PLACE 4-INCH AND 3-INCH CONCRETE LINING	941	SY	$89.00	$83,749.00	
40	SEAL CANAL JOINTS	1,165	LF	$33.00	$38,445.00	
41	STRUCTURE EXCAVATION	200	CY	$25.00	$5,000.00	
42	STRUCTURE BACKFILL	174	CY	$55.00	$9,570.00	
43	FURNISH AND INSTALL 30” RCP	66	LF	$378.00	$24,948.00	
44	FURNISH AND INSTALL 36” RCP	176	LF	$460.00	$80,960.00	
45	F/P/S MANHOLE S-3	1	EA	$36,550.00	$36,550.00	
46	F/P/S PIPE BOWL	1	EA	$4,225.00	$4,225.00	
47	F/P/S 726 PIPE COLLAR	3	EA	$3,128.00	$9,384.00	
48	F/S/P FLOW CONTROL STRUCT. S-1	1	EA	$57,940.00	$57,940.00	
	PHASE 2.1 SUBTOTAL				**$541,057.00**	

Buckeye Water Conservation & Drainage District
205 E. Roosevelt Ave
Buckeye, Arizona 85326
623-386-2196

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENSION	
	PHASE 2.2					
49	MOBILIZATION	1	LS	$6,700.00	$6,700.00	
50	SURVEY	1	LS	$3,500.00	$3,500.00	
51	QUALITY CONTROL	1	LS	$3,500.00	$3,500.00	
52	PRESURE TEST	1	LS	$6,700.00	$6,700.00	
53	FURNISH AND INSTALL 30” RCP	462	LF	$378.00	$174,636.00	
54	F/P/S MANHOLE S-2	1	EA	$25,440.00	$25,440.00	
55	F/P/S MANHOLE S-3	1	EA	$36,550.00	$36,550.00	
	PHASE 2.2 SUBTOTAL				**$257,026.00**	
	PHASE 2.3					
56	MOBILIZATION	1	LS	$4,500.00	$4,500.00	
57	SURVEY	1	LS	$3,500.00	$3,500.00	
58	QUALITY CONTROL	1	LS	$3,500.00	$3,500.00	
59	PRESURE TEST	1	LS	$3,600.00	$3,600.00	
60	DEMO AND REMOVE PIPE COLLAR	1	EA	$2,400.00	$2,400.00	
61	STRUCTURE EXCAVATION	20	CY	$99.00	$1,980.00	
62	STRUCTURE BACKFILL	18	CY	$165.00	$2,970.00	
63	F/P/S 726 PIPE COLLAR	1	EA	$3,128.00	$3,128.00	
	PHASE 2.3 SUBTOTAL				**$25,578.00**	
	CONSTRUCTION COST TOTAL – PHASE 2				**$823,661.00**	
	ENGINEERING PHASE 2 – LATERAL 24					
ITEM #	**DESCRIPTION**	**QTY.**	**UNIT**	**UNIT PRICE**	**EXTENSION**	
64	DESIGN & ENGINEERING	1	EA	$70,338.00	$70,338.00	***PAID**
65	LEGAL DRAWING & DESCRIPTIONS	4	EA	$3,500.00	$14,000.00	***PAID**

Buckeye Water Conservation & Drainage District
205 E. Roosevelt Ave
Buckeye, Arizona 85326
623-386-2196

66	CONS MANAGEMENT/OBSERVATION/ INSPECTION FEES (INCDULES TRAVEL TIME & EXPENSES)	1	EA	$29,000.00	$29,000.00	
	ENGINEERING TOTAL – PHASE 2				**$113,338.00**	
	BWCDD FEES PHASE 2 – LATERAL 24					
ITEM #	**DESCRIPTION**	**QTY.**	**UNIT**	**UNIT PRICE**	**EXTENSION**	
67	ADMIN FEE (5% of Phase 2 total cost)	1	EA	$46,849.95	$46,849.95	
68	DISTRICT IMPACT FEE (10% of Phase 2 const.)	1	EA	$82,366.10	$82,366.10	
69	CONTINGENCY – Refundable if not used	1	EA	$40,000.00	$40,000.00	
70	CROP LOSS/DAMAGE	1	EA	$10,000.00	$10,000.00	
70	ADMIN FEE (5% of Phase 1 total cost)	1	EA	$16,446.16	$16,446.16	
71	DISTRICT IMPACT FEE (10% of Phase 1 const.)	1	EA	$25,269.60	$25,269.60	
	BWCDD FEES TOTAL – PHASE1 & 2				**$220,931.81**	
	TOTAL PROJECT COST – PHASE 2				**$1,157,930.81**	
	CREDIT FOR ITEMS ALREADY PAID (64 &65)				**$84,338.00**	
	TOTAL PROJECT COST TO BE PAID – PHASE 2				**$1,073,592.81**	

_____ _____

Wes Kerr, BWCDD Project Manager Daniel Cotterman, City Manager

Date _____ Date _____

Buckeye Water Conservation DD
205 E ROOSEVELT AVE
BUCKEYE, AZ 85326

PHONE (623) 386-2196
FAX (623) 386-7789

INVOICE

DATE	INVOICE #
10/16/2024	2149-7

APPROVED
By Jim Zwerg at 2:20 pm, Oct 16, 2024

BILL TO

CITY OF BUCKEYE
ATTN: AP
530 E MONROE
BUCKEYE, ARIZONA 85326

CIP 105660
Org & Obj 50213170 - 543181
COB Vendor #1251

TERMS
Due on receipt

ITEM CODE	DESCRIPTION	AMOUNT
PJ BWC-2149 Rooks Rd Lateral 24	Lat 24 Relocation & Main Canal Modifications Phase 2	
	Lat 24 Relocation & Main Canal Construction Costs	$823,661.00
	Lat 24 Relocation & Main Canal Engineering Costs	$113,338.00
	Lat 24 Relocation & Main Canal BWCDD Fees	$220,931.81
	Payment Made for Phase 2	-$84,338.00

THANK YOU FOR YOUR BUSINESS!	Balance Due	$1,073,592.81

Exhibit A

SUB-INTERGOVERNMENTAL WATER AGREEMENT NO. 2
Between Buckeye Water Conservation and Drainage District and Town of Buckeye

THIS SUB-INTERGOVERNMENTAL WATER AGREEMENT NO. 2 (this "Sub-IGA No. 2") is entered into as of December 13 2011, by and between Buckeye Water Conservation and Drainage District, a political subdivision of the State of Arizona (the "District"), and Town of Buckeye, an Arizona municipal corporation (the "Town"). Collectively, the District and the Town are sometimes referred to as the "Parties" and each is referred to as a "Party."

RECITALS

A. The District and the Town have overlapping service areas (the "Overlapping Service Area").

B. The Town serves potable water to its customers within the Town's municipal service area pursuant to its service area rights under A.R.S. Title 45, Chapter 2, Article 6, and in its capacity as a municipal water provider pursuant to Article 13, Section 5 of the Arizona Constitution (collectively, the "Town Service Area Withdrawal Right").

C. The District owns certain wells located within the District's service area ("Drain Well") from which it withdraws water to prevent root zone inundation and reduce the effects of the salinity of the water for much of the agriculture grown there pursuant to certain rights granted to the District under A.R.S. § 45-411.01, as amended, and its rights and obligations as an irrigation district created pursuant to A.R.S. Title 48, Chapter 19 (collectively, the "District Service Area Withdrawal Right").

D. The Town desires to lease as many of the District's Drain Wells ("Leased Drain Well") as practicable to withdraw water pursuant to the Town Service Area Withdrawal Right and deliver this water to customers within its municipal service area. The District desires to allow the Town's withdrawal of water from its Drain Wells to alleviate rising groundwater levels in the District's service area, which causes significant problems for the District's agricultural enterprises.

E. The District desires to lease to the Town its Drain Wells and any associated easements, located within the waterlogged area of the Phoenix Active Management Area ("AMA"), as described in A.R.S. § 45-411.01 (E), as amended.

F. The Town desires to secure low-cost electrical power for the operation of the Drain Wells within the Overlapping Service Area. The District desires to make electrical power available to the Town to facilitate the Town's cost-effective operation of the Leased Drain Wells.

G. A.R.S. § 11-952 (A) provides that public agencies may enter into inter-governmental agreements for the provision of services or for joint or cooperative action.

H. The District and the Town entered into a Master Intergovernmental Water Agreement as of April 21, 2009 ("Master Agreement") and the Master Agreement identifies the

general terms and conditions to be considered for each of the District's Wells. The arrangement under the Master Agreement is that once one or more Wells are identified and evaluated and the Parties agree to proceed with respect to the Well(s), the Parties will execute a sub-intergovernmental agreement containing the specific terms and conditions applicable to that particular Well or Wells, generically described as a "Sub-IGA". This Sub-IGA No. 2 is the Sub-IGA for one or more Wells specifically identified as "Leased Drain Wells" that are currently owned and operated by the District.

I. Notwithstanding the provisions herein, nothing in this Agreement is intended to limit the Town's right to drill a new Well, or modify an existing Well, owned by the Town within the Overlapping Service Area or its municipal service area. The District agrees to consider serving low-cost electrical power to any drain wells owned by the Town within the Overlapping Service Area.

J. The Parties acknowledge that on or before December 31, 2019, certain provisions of A.R.S. § 45-411.01 must be amended to ensure each Party's continuing benefits from this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth in Paragraphs A through J above are incorporated here by this reference as if fully set forth and are acknowledged and agreed to by the Parties.

2. **Term.** The initial term of this Sub-IGA No. 2 shall be for a period of one hundred (100) years, commencing on the date written above, unless this Sub-IGA No. 2 is sooner terminated as herein provided. Upon mutual agreement by the Parties, this Sub-IGA No. 2 may be extended for two additional five (5) year terms, the last of which shall terminate no later than one hundred and ten (110) years after the date written above.

3. **Drain Wells.** The Drain Wells that are the subject of this Sub-IGA No. 2 are District wells located within the Overlapping Service Area boundaries and are subject to Permit No. 59-527176.0001 issued by the Arizona Department of Water Resources ("ADWR"), to Withdraw Groundwater for Drainage Purposes ("Drainage Permit"). The registration number for each Drain Well is listed below:

a.	55-619825	g.	55-619833
b.	55-619828	h.	55-619834
c.	55-619829	i.	55-504164
d.	55-619830	j.	55-508298
e.	55-619831	k.	55-527175
f.	55-619832	l.	55-609123

The above described wells are hereinafter collectively referred to as the "Drain Wells." The Parties acknowledge that two wells on this list, 55-619828 and 55-619834 are no longer listed on

Permit No. 59-527176.0001. Subject to the mutual agreement of the Parties, these wells and other new, existing, or replacement Drain Wells may be added to this Agreement.

4. **Town Withdrawal Right**. Upon the effective date of the lease of each Drain Well, the Town may apply to ADWR to establish the "Leased Drain Well" as a municipal service area well from which the Town may withdraw water pursuant to the Town Service Area Withdrawal Right. Throughout the term of this Agreement, the Town shall have the exclusive right to operate the Leased Drain Well and to use the water withdrawn from it, unless the District has reserved the use of such water pursuant to the provisions of Paragraph 5 herein.

5. **District Withdrawal Right**. For up to four (4) consecutive months each calendar year, the District may withdraw water from one or more of the Leased Drain Wells pursuant to its service area right, subject to the following conditions:

(a) the District shall be limited to receiving from the Leased Drain Wells, no more than twenty (20) percent of the maximum amount of groundwater authorized to be withdrawn annually for drainage purposes under Permit No. 59-527176.0001, as amended, regardless of whether such water is withdrawn pursuant to Permit No. 59-527176.0001 or the District's service area withdrawal right;

(b) the use of any groundwater received by the District pursuant to this Paragraph shall be limited to agricultural irrigation on District lands;

(c) the District shall pay the Town for the costs associated with the operation and maintenance of the Leased Drain Wells and associated infrastructure for each acre foot the District withdraws according to the provisions of Paragraph 8 herein;

(d) written notice is provided to the Town thirty (30) days in advance of the reservation in accordance with the notice requirements in Paragraph 28 herein; and,

(e) the Town shall continue to operate and maintain the wells according to the terms of this Agreement.

In the event of an unforeseen situation that prevents the District from providing the thirty-days' (30) written notice listed in Sub-paragraph 5(d), the District may submit a written request to the Town to withdraw from one or more Leased Drain Wells, and the Town shall not unreasonably withhold permission. Such request shall be subject to the conditions listed in Sub-paragraphs (a), (b), (c) and (e) above and shall describe the District's need for the water, the amount of water needed, and the number of months the emergency is expected to require water withdrawn from a Leased Drain Well for the benefit of the District.

6. **Point of Delivery**. Unless otherwise agreed to by the Parties, the Town shall take delivery of water withdrawn from a Leased Drain Well at the wellhead. The Town plans to construct a pipeline to deliver water from the Leased Drain Wells to the District's main canal. Until such pipeline is complete and operational (the "Pre-Pipeline Period"), the District may take delivery of water from a Leased Drain Well at the wellhead. The Town and the District will cooperate in causing Pre-Pipeline Period deliveries of such water to be made. After the pipeline

is complete and operational, the District shall take delivery of water pursuant to Paragraph 5 from a Leased Drain Well at the District's main canal. Subject to the Parties' mutual written agreement, additional points of delivery and related costs may be subject to this Agreement in the future. All points of delivery shall be metered in accordance with Paragraph 10 of this Agreement.

7. **Well Specifications.** Following the expiration of the Due Diligence Period as described in Paragraph 19 herein, the Town may submit a written request to the District according to the notice provisions in Paragraph 28 herein, to convert, modify or replace one or more of the Leased Drain Wells (including any required wellhead or wellsite treatment) at any time throughout the term of this Agreement. The District shall provide a written response to the Town, according to the notice provisions in Paragraph 28 herein, within thirty (30) days of receipt of the Town's request. It is understood that the Town shall bear all costs and expenses associated with any approved change to a Leased Drain Well, unless the Parties agree otherwise.

8. **Water Cost Allocation Formula.** The following charges shall be paid by each Party under this Agreement:

(a) For electricity serving the Leased Drain Wells, the District shall charge the Town the then current Agricultural Pump Rate charged to its agricultural customers for electrical service, as such rate may be changed by the District's Board of Directors from time to time.

(b) For each acre foot of water used by the Town pursuant to this Agreement, the District shall charge the Town the then current Municipal and Industrial ("M&I") Rate charged to its M&I customers for water, as such rate may be changed by the District's Board of Directors from time to time.

(c) After the Pre-Pipeline Period, for each acre foot of water withrawn by the District under this Agreement, the Town shall charge the District seventy-five (75) percent of the then current Agricultural Rate charged by the District to its agricultural customers to cover the operation, maintenance and repair costs associated with the withdrawals.

(d) During the Pre-Pipeline Period, for each acre foot of water delivered to the District under this Agreement, the Town shall charge the District the Town's current operation, maintenance and repair costs associated with the withdrawals.

(e) The District shall not charge the Town and the Town shall not charge the District for any drain water that is directly discharged to the Gila River or to any system of pipes, laterals or ditches that otherwise conveys, or is intended to convey, drain water to the Gila River.

(f) On January 1st of each year, each Party shall provide written notice to the other Party of the price per acre foot of drain water withdrawn from a Leased Drain Well after June 30th of that year. Otherwise, the prior year's pricing remains in effect. Notwithstanding the foregoing provision, the District may submit in writing to the Town a change to the District's pricing and such changes shall take

effect 90 days from submission, beginning on the first day of the month following the 90 days.

(g) All water charges anticipated by this Paragraph shall be billed on a monthly basis and payment shall be due forty-five (45) days from receipt of invoice.

9. **No Warranties as to Quality or Quantity.**

9.1. Water withdrawn from a Leased Drain Well is provided on an "AS IS" basis, and any necessary treatment shall be the sole responsibility of the receiving Party. Neither Party makes any covenant, guarantee, or warranty as to the quality or quantity of water withdrawn from a Leased Drain Well for any purpose including, but not limited to, the suitability of that water for potable use.

9.2. The Town shall be responsible, at its sole cost and expense, for causing water withdrawn from the Leased Drain Wells to meet all applicable water quality standards required by any governmental entity having jurisdiction, including but not limited to the standards under the Safe Drinking Water Act, prior to delivery to end-use potable consumers.

9.3. The Town shall operate the Leased Drain Wells to alleviate waterlogged conditions beneath agricultural fields within the Overlapping Service Area. However, the District agrees that it will not assert any claims against the Town for any crop damage, low crop yield, crop losses, or inability to plant crops that may arise subsequent to the Town's lease of one or more Drain Wells pursuant to this Agreement.

10. **Metering.**

10.1. The Town, at its sole cost and expense, shall install, own, operate, and maintain all metering equipment necessary to measure the withdrawals of water from the Leased Drain Wells. The Parties acknowledge that it may be necessary to install multiple meters at each wellhead and each point of delivery in order to measure the amount of water withdrawn for the Town's use, the District's use, and the drain water discharged directly to the Gila River.

10.2. The type of meter installed at each location shall be mutually agreeable to the Parties and shall provide metering accuracy within plus or minus two (2) percent of the actual volume of water withdrawn and delivered. At least once each year, the Town shall calculate the sum of the readings at all of the delivery meters and compare that amount to the sum of the readings of all of the well production meters to determine the amount of lost or unaccounted water, if any, during the relevant year. The Town shall provide a written report of the calculations to the District within thirty (30) days of completing the annual readings and shall provide any supporting data to the District upon request. As long as the amount of lost and unaccounted water is ten (10) percent or less of the total amount of water produced by the Leased Drain Wells during the relevant year, no action is required. If the amount of lost and unaccounted water exceeds ten (10) percent, the Town shall locate and repair any system leaks within ninety (90) days of completing its annual meter reading.

10.3. The Town shall provide monthly reporting to the District regarding pumping, sales and use of water withdrawn for the Town's use. It shall also provide the District with a copy of its Annual Report and any water level measurements submitted to ADWR.

10.4. Individual meters shall be calibrated by the Town in accordance with standard industry practices, but in no event less than once every three (3) years.

10.5. Losses subsequent to the point of delivery shall be the sole responsibility of the Party receiving the water.

11. Utility Tunnel Crossings of the District's Main Canal.

The District agrees that the Town may install reinforced concrete box culverts under the District's main canal where existing or future arterial streets cross the canal. The purpose of the culverts is to allow piped and other utility lines to be installed under the District's main canal without the need for each utility line to be bored and jacked under the canal. The District agrees that one or more culverts may be installed by the Town at each crossing. The Town will be required to obtain a license from the District and pay the District a one-time crossing fee for each crossing. Any private utilities wishing to utilize the crossing must obtain a license from the District and pay the annual fee and other fees associated with such license. All crossing fees shall be in an amount consistent with the applicable rate schedule adopted and approved by the District Board of Directors.

11.1. In the event that a standard design under the District's main canal must be modified or an alternative design plan is required, the Parties agree to work together to develop a mutually acceptable design that will accommodate the utilities crossing.

11.2. The Town agrees to install the culverts during the main canal's annual, and/or the south extension canal, dry-up period in accordance with construction plans that have been pre-approved by the District. The Town agrees to prepare a standard design detail for the culverts showing typical dimensions, construction details and materials, to be approved by the District as a standard detail. Not less than one hundred and eighty (180) days prior to initiating construction, the Town will submit to the District for approval, detailed construction plans utilizing the previously approved standard detail, but also showing site specific information and construction details to provide a complete set of construction drawings. The District shall approve the detailed construction plans within thirty (30) days of submission or provide a written response to the Town explaining in detail why such plans were not approved. If the District denies approval, the Parties shall promptly meet and confer to develop a mutually acceptable construction plan.

12. Indemnity and Hold Harmless. To the extent permitted by law, the Town shall indemnify and hold the District harmless for, from, and against all claims, penalties, costs, liabilities, damages, or losses of any kind, including reasonable attorneys fees and costs, arising from or related to: (i) the negligent acts or omissions of the Town, its employees, or agents; (ii) the delivery of water by the Town to the Town's customers; (iii) the quality of water served by the Town to the Town's customers; (iv) the use of water by the Town; or (v) the introduction of water from the Drain Wells to a water treatment plant. Notwithstanding the foregoing, the

District shall indemnify and hold harmless the Town for, from, and against all claims, penalties, costs, liabilities, damages, or losses of any kind, including reasonable attorneys' fees and costs, arising directly as a result of the negligent acts or omissions of the District, its employees, or agents.

13. **Suspension of Water Withdrawals.** If either Party receives notice from a Governmental Entity that the withdrawals of water contemplated by this Sub-IGA No. 2 violate any law or regulation related to the withdrawal and use of water, the Parties shall meet and confer to evaluate amending this Sub-IGA to remedy the situation. Upon the Parties' mutual agreement, the Town or the District shall have the right to suspend withdrawals of water from the Leased Drain Wells, in whole or part, until the matter has been resolved to the satisfaction of both Parties. Notwithstanding the foregoing, neither Party shall unilaterally suspend withdrawals of water from Leased Drain Wells for drainage purposes, unless required to do so by a Governmental Entity. "Governmental Entity" or "Governmental Entities" means any governmental or quasi-governmental entity, agency, authority, board, commission, or governing body authorized by federal, state, or local laws or regulations as having jurisdiction over the subject matter of this Sub-IGA No. 2, other than one of the Parties.

14. **Interconnection of Identified Wells to Town System.** Subject to District review and approval, which approval shall not be unreasonably withheld, the Town shall, at its sole cost and expense, design, construct, and install the necessary pipeline connections from the Leased Drain Wells to the Town's pipelines or other conveyance facilities for the Town's exclusive use. Subject to the District's approval, the District may make its drain channels and existing easements, excluding the right of way for the District's main canal and extension canal, available to the Town for the purpose of transporting or discharging water withdrawn from a Leased Drain Well to a public right-of-way or the Gila River. The District shall cooperate with the Town to obtain access to private easements from the wellsite of a Leased Drain Well to the nearest public right-of-way.

15. **New Source Approval; Sampling; Access.** The Town shall be solely responsible for obtaining new drinking-water source approvals from all relevant Governmental Entities, if necessary, for any water withdrawn from a Leased Drain Well. The cost and expense of all laboratory analyses and reports required to be submitted to obtain such drinking-water source approval shall be solely borne by the Town. The District will cooperate with the Town to obtain such permit approvals. To the extent the Town determines that water quality sampling is necessary or desirable for the purposes of this Paragraph, the Town shall perform or cause to be performed such sampling at the Town's sole cost and expense.

16. **Permits.** At all times throughout the term of this Agreement, the District and the Town will cooperate to maintain in effect its Drainage Permit No. 59-527176.0001, or a successor permit if required by a change in state law or regulations, which authorizes the annual withdrawal of at least 30,000 acre feet of water. The District and Town shall cooperate concerning the application, issuance, modification or renewal of any permit obtained pursuant to the requirements of this Agreement.

17. **Applicable Law.** All withdrawals and uses of the water withdrawn from the Leased Drain Wells for the benefit of the Town shall be subject to Applicable Law. For the purposes of this Agreement, "Applicable Law" means any federal, state, or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, or license requirement or other Governmental Entity requirement or restriction, or any interpretation or administration of any of the foregoing by any Governmental Entity, which applies to the subject matter of this Sub-IGA No.2.

18. **Insurance.**

18.1. Throughout the entire term of this Sub-IGA No.2, the Town shall, at its sole cost and expense, purchase and maintain in effect with an insurance company licensed to do business in Arizona and reasonably acceptable to the District, appropriate insurance including, but not limited to, copper theft coverage, commercial general liability and all-risks property insurance with coverage limits equivalent to those required by the Town pursuant to Paragraph 18.2 and naming the District as an additional insured. The Town shall name the District as an Additional Insured on any insurance policies procured pursuant to this Subparagraph 18.1.

18.2. Throughout the entire term of this Sub-IGA No. 2, the District shall, at its sole cost and expense, purchase and maintain in effect with an insurance company licensed to do business in Arizona and reasonably acceptable to the Town, appropriate insurance including, but not limited to, copper theft coverage, commercial general liability and all-risks property insurance with coverage limits reasonably acceptable to the Town and naming the Town as an additional insured. The District shall name the Town as an Additional Insured on any insurance policies procured pursuant to this Subparagraph 18.2.

19. **Due Diligence Period and Lease.** Unless the Parties mutually agree otherwise, the Due Diligence Period shall be the first one hundred and eighty (180) days following the Town's notification of the District of its intent to lease one or more Drain Wells according to the requirements of Paragraph 28. The District shall be responsible for maintaining the Drain Wells and associated equipment in good working order during the Due Diligence Period. The District shall permit the Town to perform such due diligence activities as the Town deems necessary and appropriate to determine the condition of each Drain Well and associated equipment including electrical facilities. Such due diligence activities may include, but is not limited to, inspection of the well, well pump, wellhead casing and any associated facilities including electrical equipment and associated easements. The District shall be solely responsible for any repairs or replacements of the well and associated facilities including electrical equipment during the Due Diligence Period. On or before the expiration of the Due Diligence Period, the Town shall provide written notice to the District according to the requirements of Paragraph 28, advising the District which of the Drain Wells listed in Paragraph 3 will be leased by the Town. This Agreement shall become the lease and the lease shall become effective upon the date mutually agreed upon by the Parties.

20. **Capacity.** The Leased Drain Wells shall be committed to the Town for the Town's sole use and benefit unless the District has reserved the exclusive use of the water withdrawn from such wells pursuant to the provisions of Paragraph 5 herein.

21. **Well Operation.** The Town shall continuously pump the Leased Drain Wells throughout the term of this Agreement and shall use its best effort to operate such wells in a manner that is consistent with the terms and purposes of this Agreement, Permit No. 527176.0001, as amended, and the requirements of A.R.S. §§ 45-411.01 and 519(A), as amended. For the purposes of this Paragraph, "continuously pump" shall mean pumping of the wells twenty-four (24) hours per day, every day of the year, except during periods of maintenance and repair.

22. **Well Operation, Maintenance and Repair.**

22.1. Following the expiration of the Due Diligence Period, the Town shall be responsible for the day-to-day operation, maintenance and repair ("OM&R") of any Leased Drain Wells, well pumps and associated facilities including electrical facilities, and shall pay the costs thereof.

22.2. The Town shall take all preventative and predictive measures required or recommended by Prudent Industry Practices. "Prudent Industry Practices" means any of the practices, methods, and acts that: (i) at the time that such practice, method or action is employed, and in the exercise of reasonable judgment in light of the facts known at such time, would be expected to accomplish the desired result consistent with Applicable Law, good business practices, safety, reliability, efficiency, and expedition, and (ii) when engaged in, are commonly used or approved within the industry.

22.3. The Town shall provide annual reports to the District of any maintenance and repairs undertaken by the Town on the Leased Drain Wells during the prior year, including any available supporting documentation to evidence such maintenance. In the event the District believes that the Town is not undertaking maintenance in a manner that meets Prudent Industry Standards, the District may request, according to the notice provisions in Paragraph 28, that the Town undertake additional or different maintenance activities in order to meet such standards. If the Town fails to undertake the necessary maintenance to meet such standards within thirty (30) days after written request by the District, the District may undertake such maintenance and shall bill the costs of such maintenance to the Town. The Town shall pay the District such costs within thirty (30) days of receipt of invoice. Notwithstanding the foregoing, nothing herein imposes an obligation on the District to evaluate whether the Town is meeting Prudent Industry Standards, inform the Town of any perceived deficiencies, or undertake maintenance of the Leased Drain Wells. If the Town fails to maintain the Leased Drain Wells as required by this Sub-paragraph, the Town shall be responsible for the cost of any Extraordinary Maintenance resulting from such failure.

22.4. Any infrastructure installed by the Town to deliver water withdrawn from a Leased Drain Well shall be owned by the Town, unless otherwise agreed to by the Parties.

23. **Extraordinary Maintenance.** In the event of the need for "Extraordinary Maintenance" of a Leased Drain Well after the expiration of the Due Diligence Period, the Town and District shall share responsibility for such repairs and the costs thereof based on, as to the District, the amount of water delivered to the District from the Leased Drain Well and, as to the Town, the amount of water withdrawn from the Leased Drain Well, less the amount delivered to

the District from that Leased Drain Well during the immediately preceding 12-month period. "Extraordinary Maintenance" means non-routine or non-repetitive maintenance, repair and replacement activities required for operational continuity, safety, and performance of the Leased Drain Wells in accordance with Prudent Industry Standards. Notwithstanding the foregoing, in the event Extraordinary Maintenance is covered by insurance, the shared cost formula shall only apply to the cost, if any, not covered by insurance. Extraordinary Maintenance will generally be due to failure, or to avert a failure, of a Leased Drain Well. In the event of a complete failure of a Leased Drain Well's perforated casing (including collapse of the casing), if the damaged casing cannot be removed and the well re-drilled in the same borehole, the Town may elect to drill and construct a replacement well at the Town's sole cost and expense, unless the Parties agree otherwise. Any replacement well drilled pursuant to this Paragraph 23 shall be deemed a Leased Drain Well for purposes of this Sub-IGA No. 2.

24. **Assignment.** The Town shall not assign this Sub-IGA No. 2 or the rights and privileges herein, in whole or in part, without the prior written consent of the District, which consent shall be in the District's sole discretion. Absent the District's consent, any attempted assignment shall be void. Notwithstanding any assignment, the Town shall remain primarily liable and responsible for fulfilling the terms and conditions of this Sub-IGA No. 2, unless the District otherwise agrees in writing, which agreement shall be in the District's sole discretion. The District shall not assign this Sub-IGA No. 2 or the rights and privileges therein, in whole or in part, without the prior written consent of the Town, which consent shall be in the Town's sole discretion. Absent the Town's consent, any attempted assignment shall be void.

25. **Effective Date.** This Sub-IGA No. 2 shall be effective as of the date it is: (i) approved by the governing bodies of each Party; and (ii) fully executed by the Town and the District. Each Party shall attach to this Sub-IGA No. 2 copies of appropriate action by ordinance, resolution, or otherwise authorizing the respective Party to enter into this Sub-IGA No. 2 and shall provide the other Party with a copy.

26. **Future Legislation.** The Parties agree to cooperate to amend the provisions of A.R.S. § 45-411.01 in a manner that benefits both Parties under this Agreement. Furthermore, the Town agrees that if the exemption from the groundwater pump tax currently applicable to water withdrawn within the waterlogged area of the Phoenix AMA is not included with the extension of A.R.S. § 45-411.01, or is modified or repealed, the Town will mitigate any direct financial impacts to the District as a result of this Agreement.

27. **Contract Reopener.**

27.1. Either Party may request that this Sub-IGA No. 2 be modified or terminated upon ninety (90) days' written notice, according to the provisions of Paragraph 28, to the other Party because of Extraordinary Circumstances. For purposes of this Paragraph, "Extraordinary Circumstances" are circumstances that were not reasonably foreseeable by the Parties, are beyond the Parties' control, and have resulted in a substantial change in either Party's benefits or obligations under this Sub-IGA No. 2. "Extraordinary Circumstances" shall include but not be limited to: (a) commencement of litigation by a third party regarding the validity of this Sub-IGA No. 2 or to impose legal restrictions on a Party's ability to perform its duties and

obligations under this Sub-IGA No. 2; or (b) the failure, despite the Parties' best efforts, to obtain the legislative amendments contemplated under Recital J and Paragraph 26.

27.2. This Paragraph is intended to apply to events including, but not limited to, changes in legislative authority, enactment of new environmental requirements, changes in water rights or challenges to such rights in a court of competent jurisdiction, changes in technology, and unanticipated or extraordinary cost of water treatment required to comply with environmental requirements.

27.3. If a Party requests that this Sub-IGA No. 2 be modified pursuant to this Paragraph, the Parties agree to negotiate in good faith to reach a reasonable and equitable modification of this Sub-IGA No.2.

27.4. The Party requesting the modification shall have the burden of showing that the event causing the request for modification meets the requirements of this Paragraph and that the modification requested is reasonable and equitable to both Parties.

27.5. This Paragraph does not preclude the Parties from modifying this Sub-IGA No. 2 by mutual written consent for reasons that do not meet the requirements of this Paragraph.

28. **Notices.** Any notice, demand, or request provided for in this Sub-IGA No. 2 shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to the District at:

Buckeye Water Conservation and Drainage District
Attention: Manager
P. O. Box 1726
Buckeye, Arizona 85326

with a copy to:

Sheryl Sweeney, Esq.
Ryley Carlock & Applewhite
One North Central Avenue, Suite 1200
Phoenix, AZ 85004-4417

or such other addresses as the District may advise the Town in writing, and to the Town at:

Town of Buckeye
Attention: Town Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

with a copy to:

Scott W. Ruby, Esq.
Town Attorney
Gust Rosenfeld, P.L.C.
One East Washington St., Suite 1600
Phoenix, AZ 85004-2553

or such other addresses as the Town may advise the District in writing.

29. **Cancellation.** Notice is hereby given of the provisions of A.R.S. § 38-511, as amended. By this reference, the provisions of that statute are incorporated in this Sub-IGA No. 2 to the extent of their applicability to contracts of the nature of this Sub-IGA under the laws of the State of Arizona. The Parties acknowledge that, consistent with the terms and intent of A.R.S. § 38-511(A)-(F) or any successor statute, within three (3) years after the Agreement's Effective Date, and without penalty or further obligation, either Party cancel this Agreement if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while in the Agreement, or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity, or a consultant to any other Party of the agreement with respect to its subject matter.

30. **Force Majeure.** Both Parties shall be relieved of their obligations to perform under this Agreement, other than the payment of money for services received or OM&R costs previously incurred under this Agreement, should an extraordinary event or circumstance beyond the control of the Parties, such as war, strike, riot, crime, or an act of God such as flooding or an earthquake, prevent one or both parties from fulfilling their obligations under this Agreement. However, force majeure is not intended to excuse negligence or other malfeasance of a party, or where the intervening circumstances are specifically contemplated by one or both parties.

31. **Governing Law, Venue, and Jurisdiction.** The terms, conditions, and provisions of this Sub-IGA No. 2 shall be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that venue in any action to enforce this Sub-IGA No. 2 shall be proper in the Superior Court in and for Maricopa County, Arizona, and the Parties further consent to personal jurisdiction in that court for purposes of enforcing this Sub-IGA No. 2.

32. **No Party the Drafter.** This Sub-IGA No. 2 is the product of negotiation between the Parties, and no Party is deemed the drafter of this Sub-IGA.

33. **No Waiver.** The failure on the part of either Party to enforce its rights as to any provision of this Sub-IGA No. 2 shall not be construed as a waiver of its rights to enforce such provision in the future.

34. **Authority and Responsibility.** This Sub-IGA No. 2 shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Sub-IGA No. 2 shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

35. **Merger.** The Master Agreement and this Sub-IGA No. 2 constitute the understanding between the Parties regarding the subject matter of this Sub-IGA, supersede any and all previous understandings between the Parties (including any letter of intent or memorandum of understanding) regarding the subject matter of this Sub-IGA, and bind and inure to the benefit of the Parties, their successors, and assigns. Neither of the Parties has entered into this Sub-IGA No. 2 in reliance upon any written or oral representation provided by the other Party. The Parties acknowledge and agree that in the event of conflicting provisions between the Master Agreement and this Sub-IGA No. 2, the terms and conditions of this Sub-IGA shall govern.

36. **Modification or Waiver.** This Sub-IGA No. 2 shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner by which this Sub-IGA was adopted.

37. **Counterparts.** This Sub-IGA No. 2 may be executed by the District and the Town in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Sub-IGA No. 2. All signatures need not be on the same counterpart.

38. **Headings.** Section headings used in this Sub-IGA No. 2 are for convenience and reference only and do not define, limit, or describe the scope or intent of any provision of this Sub-IGA.

39. **Authorizations.** Subject to the requirements of A.R.S. § 11-952(H), as amended, the signatories to this Sub-IGA No. 2 represent that they have been appropriately authorized to enter into this Sub-IGA on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Sub-IGA No. 2.

40. **Remedies.** The Parties agree that damages might not be a sufficient remedy for breach of certain provisions of this Sub-IGA No. 2, and they hereby consent to specific performance of this Sub-IGA No. 2 in the event that damages are not a sufficient remedy.

IN WITNESS WHEREOF, the Parties have executed this Sub-IGA No. 2 as of the day and year first above written.

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT, a political subdivision of the State of Arizona

By: William J. Gladden

Its: Vice-President

This Sub-IGA No. 2 between Buckeye Water Conservation and Drainage District and Town of Buckeye has been reviewed pursuant to A.R.S. §11-952(D), as amended, by the undersigned counsel for the District who has determined that it is in the proper form and is within the powers and authority granted to the District.

Approved as to Form:

Counsel for the District

TOWN OF BUCKEYE, an Arizona municipal corporation

By:

Its:
Mayor

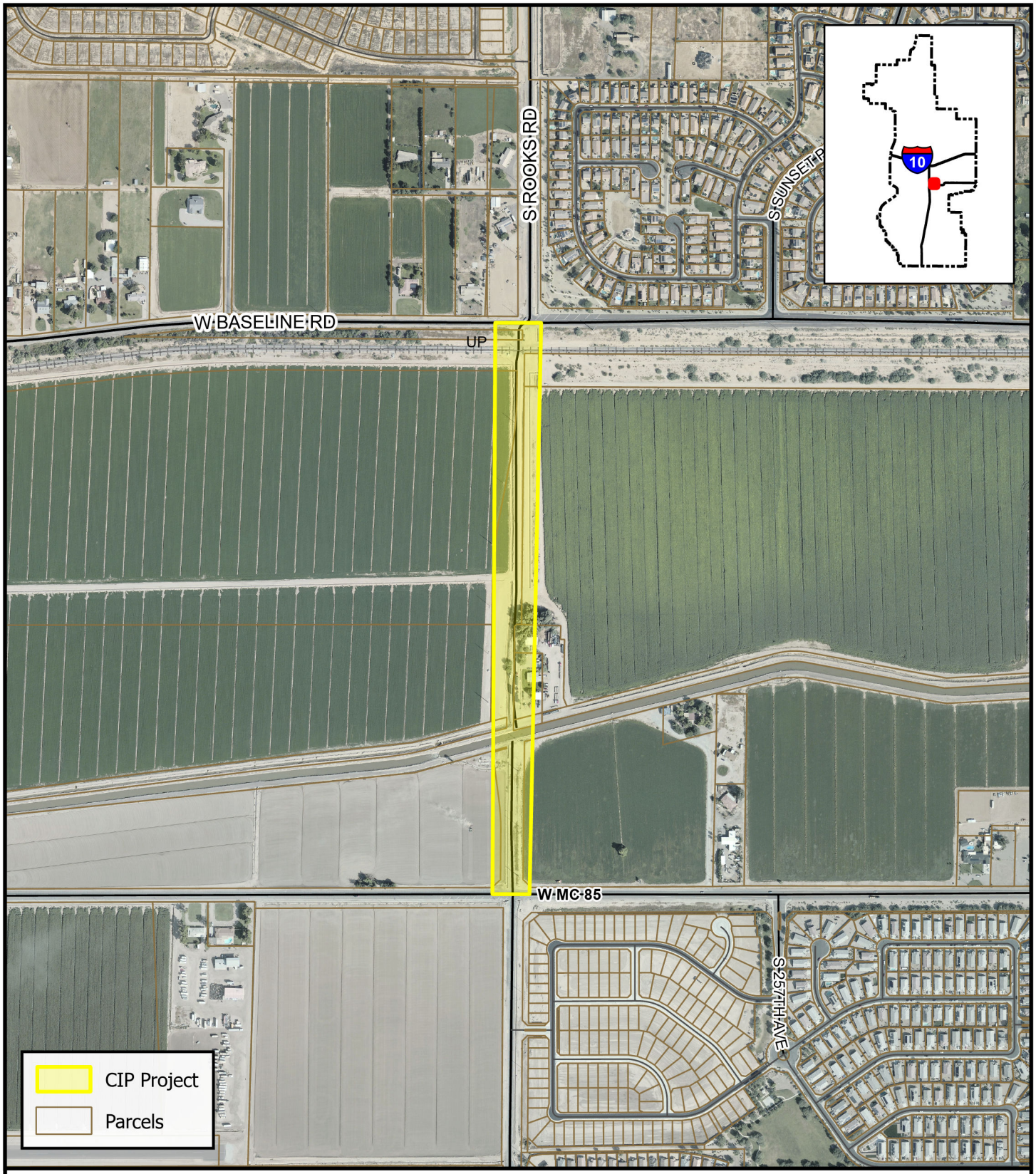
Attest:

Town Clerk

This Sub-IGA No. 2 between Buckeye Water Conservation and Drainage District and Town of Buckeye has been reviewed pursuant to A.R.S. § 11-952(D), as amended, by the undersigned counsel for Town of Buckeye who has determined that it is in the proper form and is within the powers and authority granted to Town of Buckeye.

Approved as to Form:

Water Attorney
for Town of Buckeye



BUCKEYE, AZ

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

CIP 105660 Rooks Road Bridge at BID

0 300 600 1,200 Feet

N

Date: 7/2

BUCKEYE, AZ
CITY MANAGER'S OFFICE

November 6, 2024

Buckeye Water Conservation and Drainage District

205 E. Roosevelt Buckeye, Arizona 85326

ATTN: Noel Carter

City of Buckeye Capital Improvement Program – Letter of Intent – Lateral 24 Relocation and Main Canal Modifications Phase 2

Mr. Carter,

This letter shall serve as a "Letter of Intent," on behalf of the City of Buckeye for the Buckeye Water Conservation and Drainage District to perform construction services on Lateral 24 Relocation and Main Canal Modifications. Construction will be in accordance with the "Rooks Road Bridge Crossing BWCDD Main Canal and Lateral 24 Relocation Phase 2 Project Plans".

The governmental procurement approval process has been initiated as is statutorily required. The city has budgeted a total of $1,073,592.81 for your portion of the work.

We expect to receive final approval of City Council in the November 19, 2024 meeting and will follow up with a purchase order on behalf of the City of Buckeye within thirty (30) days.

Best Regards,

Javier Setovich

Deputy City Manager

530 EAST MONROE AVENUE | BUCKEYE, ARIZONA | 85326
623.349.6997 | JSETOVICH@BUCKEYEAZ.GOV | BUCKEYEAZ.GOV

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.F. ENG - Professional Services Agreement for the Safe Streets for All (SS4A) Grant Funded Safety Project
DATE PREPARED: 11/14/24	**DISTRICT NO.:** ALL
STAFF LIAISON: John Willett, Acting Director of Engineering, jwillett@buckeyeaz.gov, (623) 349-6282	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Professional Services Agreement (PSA) Contract No. 2024187 between the City of Buckeye, an Arizona municipal corporation, and Y2K Engineering, LLC, an Arizona limited liability company, to implement the Safe Streets for All (SS4A) grant award safety project; and authorize the City Manager to execute the Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The PSA is to implement the 2023 SS4A grant program to develop a Transportation Safety Plan (TSP) for Buckeye, improving roadway safety by reducing or eliminating fatalities and serious injuries. The grant provides 80% funding with a 20% local match, totaling $750,000. This reimbursement grant aligns with federal funding requirements.
The TSP focuses on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The goal is to foster a culture of safety through collaboration, helping residents recognize their role in implementing this culture.

The TSP created through the PSA will:

- Identify dangerous situations and locations in the street network;
- Propose specific remedies;
- Prioritize these remedies based on effectiveness, efficiency, community priorities, and equity;
- It will include a management structure to ensure implementation and commit to minimizing roadway casualties, benchmarked with growth. The plan will guide investments in street safety improvements, routine maintenance projects, enforcement, and education operations.

BENEFITS:
The TSP will provide many benefits to city residents by creating the tools aimed at enhancing community roadway safety efforts and ultimately saving lives and will:

- Identify dangerous situations and locations in the street network;
- Propose specific remedies;
- Prioritize these remedies based on effectiveness, efficiency, community priorities, and equity;
- It will include a management structure to ensure implementation and commit to minimizing roadway casualties, benchmarked with growth. The plan will guide investments in street safety improvements, routine maintenance projects, enforcement, and education operations.

FUTURE ACTION:
The future actions include but are not limited to the following components below:

- Implementing specific strategies based on data analysis to identify safety concerns;
- Collaborating with stakeholders;
- Conducting public awareness campaigns;
- Making infrastructure improvements;
- Enhancing resident safety;
- Promoting traffic safety.

FINANCIAL IMPACT STATEMENT:
The City was awarded a total of $600,000 by the U.S. Department of Transportation and the City agrees to the reimbursement grant with 80% grant funds and a 20% local match ($150,000) not to exceed a total of $750,000.

CURRENT FISCAL YEAR TOTAL COST:
The contract amount is not to exceed $750,000.

BUDGETED:
Yes

FISCAL YEAR:
2024

FUND/DEPARTMENT:
35425185-523014

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4F PSA SS4A with Y2K Engineering.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
Y2K ENGINEERING, LLC
Contract No. 2024187

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Y2K Engineering, LLC, an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, "RFQ 2024187 Safe Streets 4 All (SS4A)," (the "RFQ"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide a Safe Streets 4 All Plan (the "Services").

AGREEMENT

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

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

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods,

techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The City shall pay the Consultant an amount not to exceed **Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00)** for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B incorporated herein by reference.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this

Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this

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

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

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

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

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

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

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

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

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

14.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or

modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages that have been reduced to a judgment resulting

from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

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

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

If to Consultant:
Y2K Engineering, LLC
1921 S. Alma School Rd., Suite 204
Mesa, AZ 85210
Attn: Yung Koprowski
Email: ykoproski@y2keng.com
Ph: 480-696-1701

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

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

information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

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

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

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

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

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the City Manager, or authorized

City designee. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

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

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

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

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

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

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, Exhibit B (Fee Proposal), Exhibit A (RFQ Proposal), the RFP, and the Purchase Order, the documents shall govern in the order listed herein.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

"**Consultant**"

Y2K ENGINEERING, LLC,
an Arizona limited liability company

Yung Koprowski

Yung Koprowski, Owner/Principal

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
Y2K ENGINEERING, LLC

[RFQ PROPOSAL]

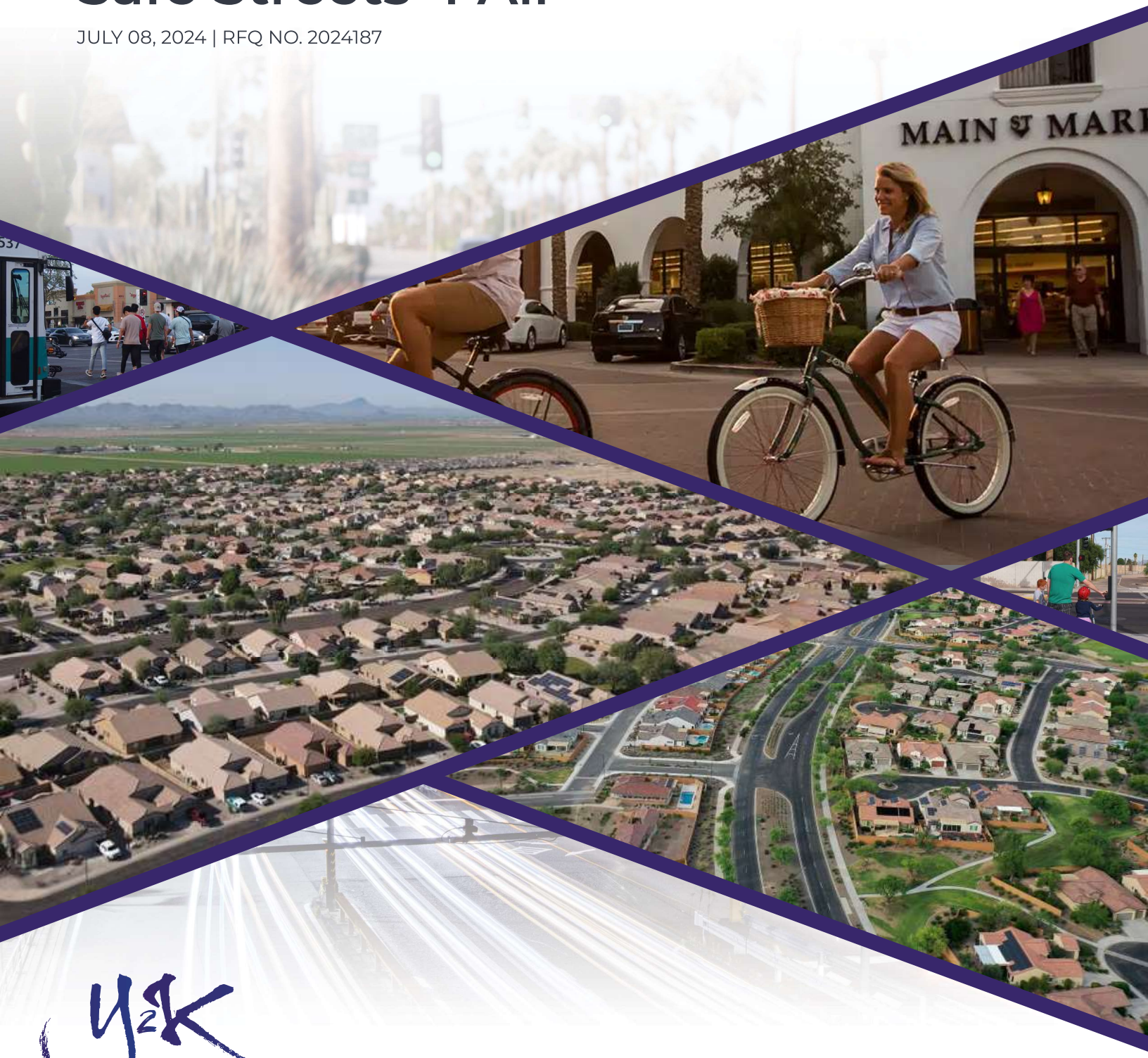
See following pages.

BUCKEYE, AZ

CITY OF BUCKEYE

Request for Qualifications Safe Streets 4 All

JULY 08, 2024 | RFQ NO. 2024187



Y2K ENGINEERING, LLC

Y2K Engineering, LLC
Yung Koprowski, PE, PTOE, RSP, Principal
(Officer authorized to bind the CONSULTANT)
1921 S Alma School Rd Suite 204
Mesa, AZ 85210
T: (480) 696-1701
www.y2keng.com / ykoprowski@y2keng.com

July 8, 2024

City of Buckeye - Finance Department
Diana Landeros, Contracts Administrator
530 E. Monroe Avenue
Buckeye, AZ 85326

Subject: SAFE STREETS 4 ALL - RFQ NO. 2024187

Dear Diana Landeros and Selection Committee:

Y2K Engineering, LLC. (Y2K), an Arizona certified DBE transportation planning and engineering firm, was founded in 2017 on the principle that every user of the road has the right to get to their destination safely regardless of age or mode choice. From riding our bikes to work to dropping our kids off at school, we are the end users of our transportation plans and designs. We are pleased to be considered as the consultant partner for the City of Buckeye Safe Streets for All (SS4A) Transportation Safety Action Plan project. Our approach to this project acknowledges the City of Buckeye's many unique and different facets of its regional transportation network while focused on meeting project goals within the needed timeframes.

The Y2K team has the expertise to analyze the current and emerging safety trends to identify key areas, countermeasures, development of strategies and tools to support the overarching goal of eliminating crashes, serious injuries, and fatalities for the City of Buckeye transportation system.

We have assembled a team that includes Kimley-Horn to provide the right blend of relevant experience, applied innovation, and national expertise for this project. The team will be led by **Yung Koprowski, PE, PTOE, RSP$_2$** and supported by a dynamic team of transportation engineers, planners, and safety experts to provide the interdisciplinary experience necessary to develop an effective safety action plan to meet the SS4A self eligibility requirements.

Y2K Engineering has led **four SS4A safety plans** and contributed to SS4A implementation grants, demonstrating our robust expertise in strategic transportation safety planning. We are well-positioned to partner with the City of Buckeye on your Safer Streets for All Strategic Transportation Safety Plan, leveraging our proven track record and commitment to enhancing local safety measures. Y2K Engineering takes pride in our successful completion of the Phoenix Road Safety Action Plan, complemented by the preparation of an implementation grant request that secured over $25M of funding for the city. We are the sole local engineering firm to achieve this milestone for a municipality within the region, to date.

Y2K Engineering possesses extensive local knowledge of the City of Buckeye, rooted in our firm's establishment within Arizona and our recent involvement in establishing a **citywide Synchro traffic model and safety dashboard** for the city. The knowledge we gained from creating this safety dashboard gives us a significant head start and readiness to commence on your SS4A safety plan.

2a.

Legal Name:	Y2K Engineering, LLC.
Legal Form:	Arizona Limited Liability Company
Principal Office Address:	1921 S. Alma School Rd., Suite 204, Mesa, AZ 85210
Phone Number:	(480) 696-1701
DUNS:	080553141
Contact & Email:	Yung Koprowski / ykoprowski@y2keng.com
Identification Number:	IRS EIN No. 81-4986688 Sam.Gov Unique Entity ID: KGJLCWX9JU56
AZBTR Registration No:	20203

2b.

TYPE OF LICENSE	JURISDICTION OR ENTITY ISSUED LICENSE
Certificate of Good Standing	Arizona Corporation Commission
Firm Registration 20203	Arizona Board of Technical Registration
Small Business Enterprise 20480845	City of Phoenix/ADOT
Disadvantaged Business Enterprise 20480845	City of Phoenix/ADOT
Asian-Pacific Business Enterprise 20480845	SAM.gov
Economically Disadvantaged Women-Owned Small Business 20480845	SAM.gov
Minority Business Enterprise 20480845	SAM.gov
Small Disadvantaged Business 20480845	SAM.gov

2c.

Contracts/Subcontracts Terminated in 5 Years:	None
Claims in 5 Years:	None

2d.

Authorized Contact:	Yung Koprowski, Owner/Principal / ykoprowski@y2keng.com
Signature:	Yung Koprowski

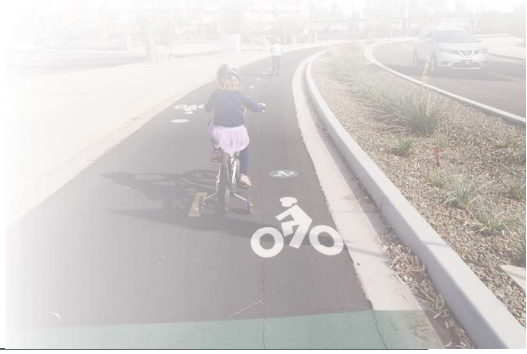
2e. Audited Financial Statement: Y2K Engineering has been in business for over seven years. While we have not yet reached the threshold for an audit by ADOT, we are financially stable with no debt. As a current on-call holder for the City of Buckeye, we have entered into numerous agreements, demonstrating our reliability and expertise. We utilize negotiated rates with agencies that are based on the average overhead from PSMJ A/E Benchmarking reports, which are widely recognized across the country. Our current overhead percentage used in rate calculations is 170%. Mileage within Maricopa County and in-house printing is included in our rates.

The Y2K Team firmly believes that our knowledge and expertise working with other SS4A planning and implementation grants, crash analysis, safe systems, implementation, and engagement make us the ideal partner for the City of Buckeye's Safe Streets 4 All Plan creation. Our skilled and experienced staff have consistently demonstrated our commitment to project goals and objectives, and our ability to produce quality deliverables on schedule and within budget. Thank you for your consideration for Y2K to provide these professional transportation services. Please contact our team's Project Manager, **Yung Koprowski, at 602.837.4968 or ykoprowski@y2keng.com** if you have any questions regarding our statement of qualifications.

Sincerely,

Yung Koprowski

Yung Koprowski, PE, PTOE, RSP_2
Owner/Principal
Y2K Engineering, LLC



Phoenix Road Safety Action Plan - Moving to Vision Zero

Phoenix, AZ

Reference Company Name: City of Phoenix Street Transportation Department

Company Address: 200 W. Washington St, Phoenix, AZ 85003

Contact Person: Reed Henry, PE **Telephone #:** (602) 534-7039 **Email Address:** reed.henry@phoenix.gov

Date of Service: 06/2021 - 09/2022

Contract Amount: Award $748,000 / **Final** $877,600

Type of Service Provided:

- SS4A Self Certified Road Safety Action Plan
- Equity Analysis
- Detailed Crash Analysis
- Development of the High Injury Network
- Strategy Development
- Grant Writing
- Public Involvement
- Implementation Plan & Performance Measurement
- Traffic Signal, Pedestrian Hybrid Beacon, and Left Turn Warrant Analysis and Prioritization Tools

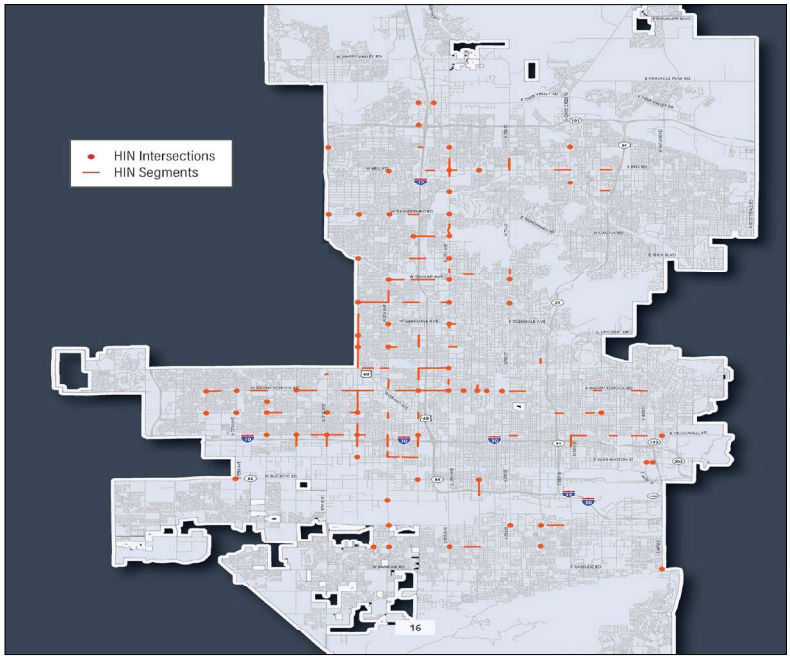
Description and Size of Project:

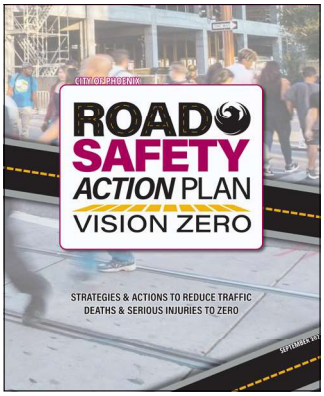
Phoenix invested in a comprehensive Road Safety Action Plan (RSAP) that will further the city's current efforts and provide a framework and key strategies for safety enhancements citywide. Y2K was the prime firm leading data analysis, equity analysis, public involvement, and providing a system of transportation safety objectives and strategies that respond to data and public input. Y2K determined a High Injury Network (HIN), overlaid with equity areas that identifies problem locations and helps determine solutions and prioritization. The Phoenix RSAP integrates equity and provides a road map for the city to hone a 'safety first' proactive stance in reducing and preventing road fatalities and injuries. Contract modification were required to adapt to changing needs of the project including the adoption and integration of Vision Zero elements into the RSAP per Council direction, development of an additional RSAP draft for Council review, acceleration of project deliverables, incorporation of additional elements in the RSAP to meet eligibility for the SS4A grant funding program, and development of a SS4A Implementation Grant application. The grant was successful in securing over $25M for the Indian School Road Corridor.

Ultimate Project Outcome and Results:

Y2K successfully generated an SS4A approved Plan as part of our project, which serves as the roadmap to enhancing traffic safety analysis and evaluation tools. Y2K spearheaded the creation and modernization of these tools using the Microsoft Power BI platform. This initiative included developing a comprehensive crash analysis dashboard and a custom traffic signal and HAWK warrant tools. The crash analysis dashboard, a pivotal component of the project, was designed to handle over 300,000 crash records. It provides the City with interactive capabilities for detailed crash analysis.

Project URL: *phoenix.gov/roadsafety*





SS4A City of Mesa Comprehensive Safety Action Plan (CSAP)

Mesa, AZ

Reference Company Name: City of Mesa

Company Address: 20 E. Main Street, Mesa, AZ 85201

Contact Person: Erik Guderian, PE **Telephone #:** (480) 644-3123 **Email Address:** erik.guderian@mesaaz.gov

Date of Service: 12/2023 - Ongoing (Anticipated 12/2025)

Contract Amount: Award $810,000.00 / **Final** $810,000.00

Type of Service Provided:

- SS4A Self Certified Road Safety Action Plan
- Equity Analysis
- Detailed Crash Analysis
- Development of the High Risk Network
- Strategy Development
- Policy Review
- Grant Writing
- Public Engagement
- Implementation Plan & Performance Measurement
- Post Plan Support

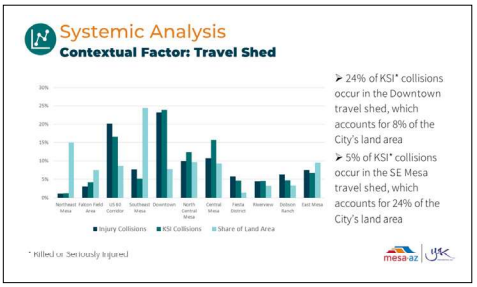
Description and Size of Project:

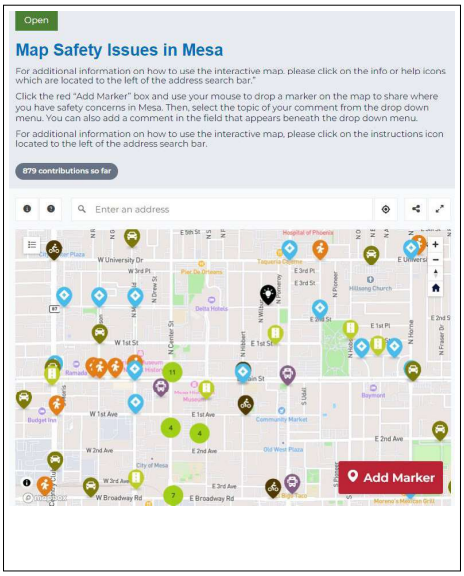
The City of Mesa is committed to a 30% reduction in fatalities and serious injuries caused by motor vehicle crashes by 2030. To achieve this goal, Y2K Engineering and the City is developing a Comprehensive Safety Action Plan (CSAP). The plan, funded by an SS4A planning grant, evaluates the most important contributing factors in fatal and serious crashes using public input and data-driven analysis. The action plan will serve as a framework for enhancing safety in Mesa by identifying strategies, projects and building a community culture of safety to strength the city's approach to roadway safety and save lives. This could include safety planning and education, street design and reconstruction projects and policy and operational changes. The plan will meet all SS4A self-eligibility criteria to position the city for future successful SS4A Implementation grant funding.

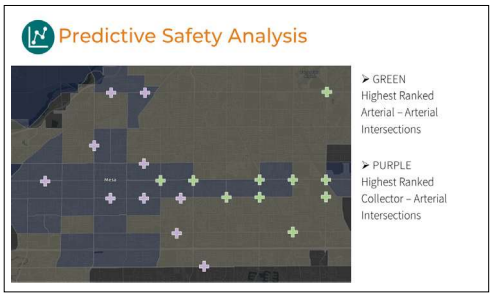
Ultimate Project Outcome and Results:

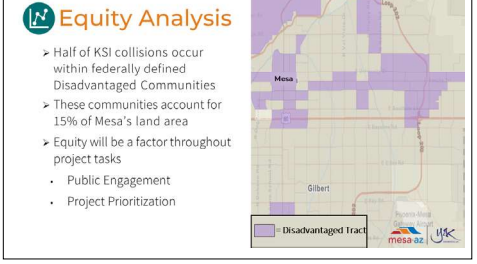
The City of Mesa Comprehensive Safety Action Plan is currently underway and designed to fully comply with all Safer Streets for All (SS4A) requirements. The first public engagement phase had over 2,500 responses to the survey and 910 map comments. The data analysis revealed 11 collision profiles to focus efforts towards, including a top 4 which represent 65% of crashes resulting in serious injury or death. Moving forward, our next steps involve strategy and project development and supporting the City in generating a comprehensive SS4A implementation grant request.

Project URL: *mesalistens.com/road-safety*









Buckeye Citywide Synchro & Safety Dashboard

Buckeye, AZ

Reference Company Name: City of Buckeye

Company Address: 530 E. Monroe Ave. Buckeye, AZ 85326

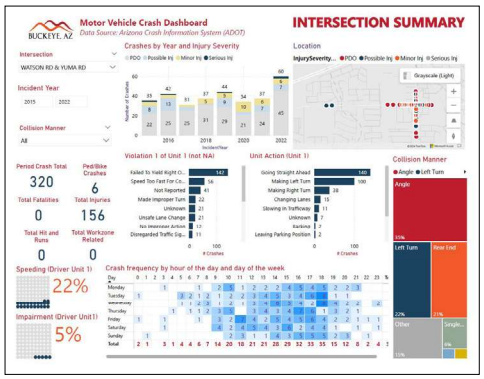
Contact Person: Anissa Gerard, Ph.D, PE **Telephone #:** (480) 395-1665 **Email Address:** agerard@buckeyeaz.gov

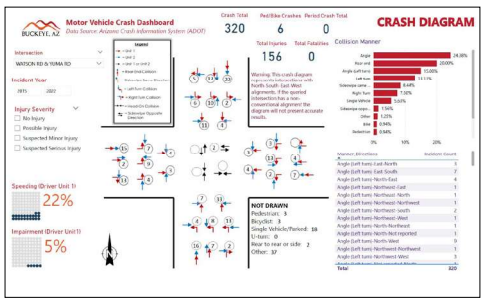
Date of Service: 08/2023 - 06/2024

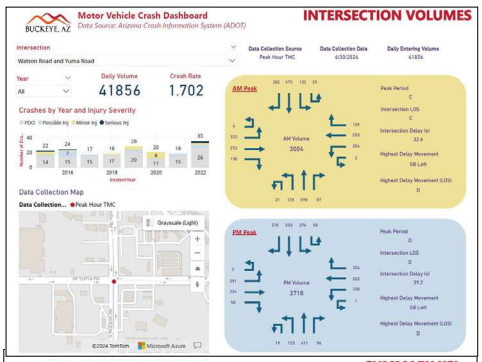
Contract Amount: Award $349,920.00 / **Final** $349,920.00

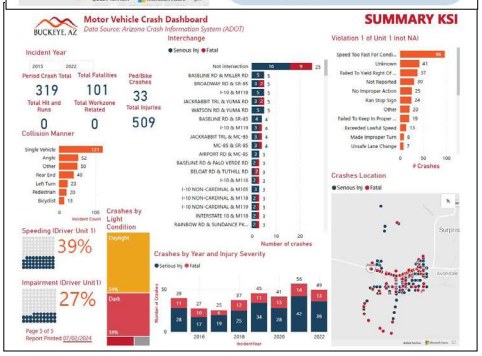
Type of Service Provided:

- Crash Dashboard Creation
- Citywide Traffic Speed Data Collection
- Citywide Traffic Volume Collection
- Volume and Crash Dashboard Training









Description and Size of Project:

The project encompasses comprehensive data collection and management, citywide traffic analysis, and the development of a dynamic reporting dashboard for the City of Buckeye. The analysis covered 154 segments and 149 intersections throughout the city. Crash data, sourced from the ADOT database, spans eight years from 2015 to 2022. In Spring 2024, speed data, turning movement counts, and average daily traffic volumes were collected. A citywide Synchro model was developed using these traffic volumes and signal timings based on the City of Buckeye's best practices and feedback. This model, along with all collected data, was integrated into a user-friendly reporting dashboard using PowerBI software. The dashboard merges various databases, presenting crash data, speed data, and traffic volumes through intuitive figures and maps, facilitating quick and straightforward analysis.

Ultimate Project Outcome and Results:

The ultimate outcome of this comprehensive project is the creation of a sophisticated crash and safety reporting dashboard for the City of Buckeye. This advanced tool, developed using Microsoft PowerBI, enables the city to identify trends and patterns in traffic crashes and safety information on a citywide scale. By integrating eight years of crash data, along with recent speed data, turning movement counts, and average daily traffic volumes, the dashboard provides an intuitive and powerful platform for analysis. The user-friendly interface, featuring dynamic figures and maps, facilitates quick and accurate assessment, empowering city stakeholders and officials to make informed decisions to enhance traffic safety and management across the city. This innovative solution marks a significant advancement in the city's ability to monitor, analyze, and improve its traffic systems effectively.

City of Phoenix SS4A and Reconnecting Communities and Neighborhoods (RCN) Grant Application Writing

Phoenix, AZ

Reference Company Name: City of Phoenix Street Transportation Department

Company Address: 1034 East Madison Street, Phoenix, AZ 85034

Contact Person: Leticia Vargas, PE **Telephone #:** (602) 534-5692 **Email Address:** leticia.vargas@phoenix.gov

Date of Service: 05/2023 - 07/2023

Contract Amount: Award $76,807.26 / **Final** $76,807.26

Type of Service Provided:

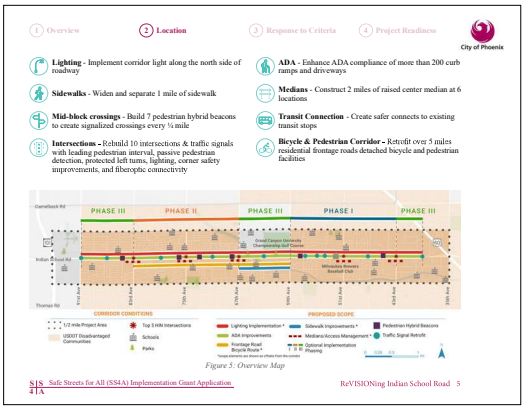
- Grant Writing
- Obtaining Funding through SS4A Funding Process
- Public Involvement
- Stakeholder Involvement

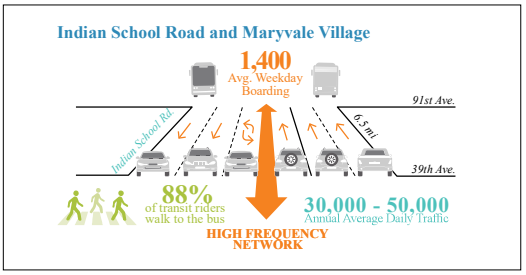
Description and Size of Project:

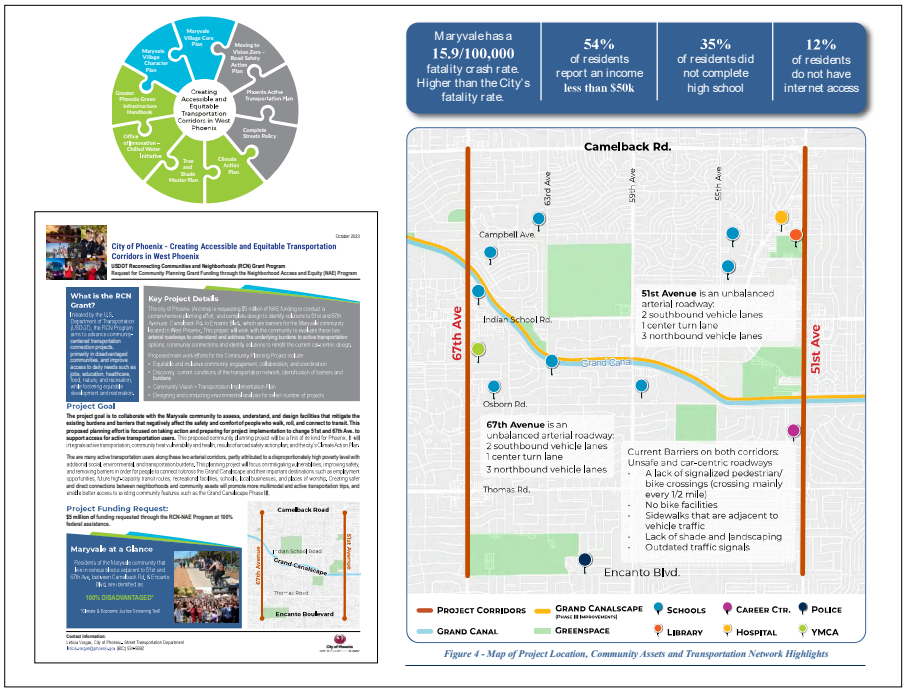
Y2K provided invaluable support to the City of Phoenix by assisting in the development of three essential grants. This collaboration included the authorship of two grants for the Safer Streets for All (SS4A) program, a significant initiative aimed at enhancing transportation safety. The first SS4A grant, which was completed concurrently with the Phoenix SS4A plan was successful in obtaining additional planning funds through the SS4A funding process. Y2K then prepared the city's second SS4A grant application for implementation which is requesting funding to improve nearly six and a half miles of Phoenix's highest injury corridor of Indian School Road. These grants were meticulously crafted to align with the city's newly established safety objectives and to secure funding for these critical projects. In addition to the SS4A grants, Y2K also played a pivotal role in preparing a recent grant for the Reconnecting Communities and Neighbourhood program. This initiative focuses on strengthening connections within communities and improving neighbourhood infrastructure, with a particular emphasis on enhancing livability and access. Through these three grant applications, Y2K contributed to the city's endeavours to enhance safety, accessibility, and the overall quality of life for Phoenix residents. Our expertise in grant writing and commitment to these programs underscores Y2K's dedication to the betterment of the community.

Ultimate Project Outcome and Results:

City of Phoenix was awarded the SS4A 2023 implementation Grant for ReVISIONing Indian School Road with a dollar value of **$24,962,745** to implement intersection and pedestrian infrastructure changes and safety treatments along Indian School Road between 91st and 39th Avenues. There were 39 fatal and 85 serious-injury crashes (124 total) in the project corridor between 2017 and 2021, resulting in 39 people killed and 109 people seriously injured. Of the 39 fatalities, 48 percent involved people walking or biking, 52 percent occurred when it was dark, and 35 were left-turn collisions.







City of Peoria Safety Analysis & Signal Prioritization Project

Peoria, AZ

Reference Company Name: City of Peoria

Company Address: 8401 W. Monroe St, Peoria, AZ 85345

Contact Person: Brandon Forrey, PE **Telephone #:** (623) 773-7201 **Email Address:** brandon.forrey@peoriaaz.gov

Date of Service: 08/2022 - 05/2023

Contract Amount: Award $129,955.00 / **Final** $129,955.00

Type of Service Provided:

- Comprehensive Citywide Safety Analysis
- Countermeasures for CIP
- Prioritization/Warrant Tool
- Project Planning & Cost Estimating

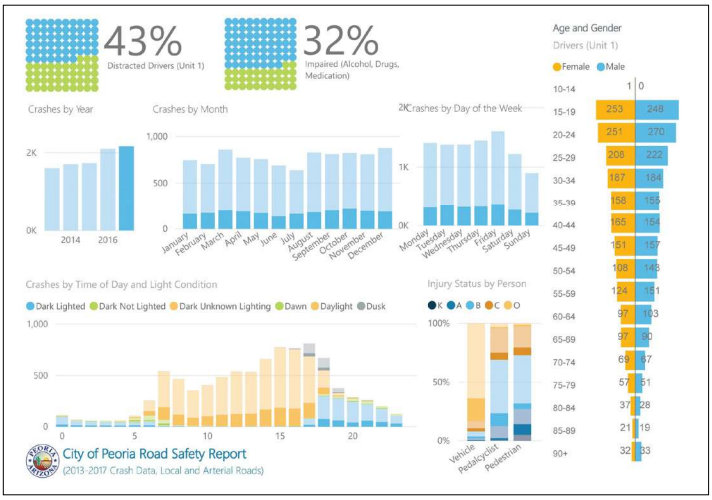
Description and Size of Project:

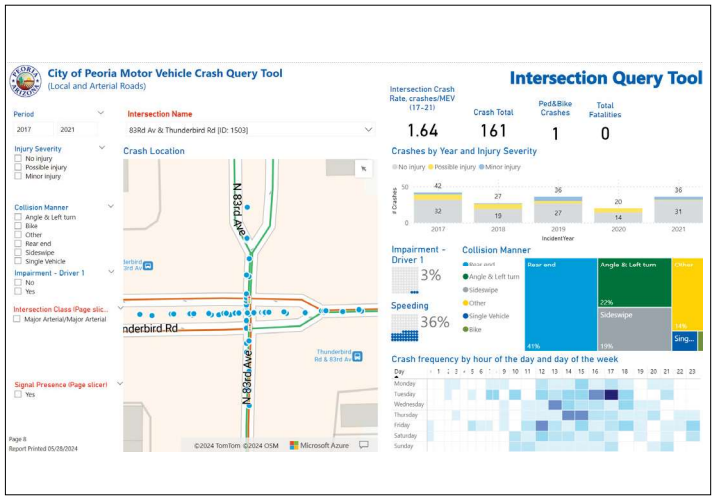
As a trusted on-call consultant, Y2K has been supporting the City of Peoria in citywide safety analysis since our firm's inception. In 2018, using 5 years of tabular crash data from the state hosted database, Y2K utilized Microsoft Power BI to develop an innovative and interactive, first of it's kind crash analysis dashboard. This dashboard empowered the city to better understand trends, analyze specific intersections and identify areas for improvement. The development of that dashboard included the coding of over 140 steps to scrub the crash data for consumption by Power BI. Supplemental preformatted reports were also developed in Power BI to support intersection evaluation. Once developed, the dashboard was then used to inform additional tasks within the project, including the preparation of a Road Safety Report and the identification of over a dozen locations recommended for safety focused spot treatments.

The FY22/23 task order included the development of the Traffic Signal Warrant Analysis Reports (8) and Prioritization List, Multi-Way Stop Warrant Analysis Reports (4), Left-Turn Phasing Evaluation Reports (9), Pedestrian Crossing Evaluation Reports (2), and a Roundabout Safety Evaluation Report.

Ultimate Project Outcome and Results:

Y2K has continued to support Peoria by serving as extension of staff, utilizing the dashboard to respond to requests for crash data from citizens and elected officials, as well as updating the dashboard as new annual data is made available by the state. Additional task orders have included more robust dashboard updates that have explored additional data sources, as well as enhancements to the originally developed reports. Y2K regularly facilitates training for City staff on the dashboard architecture and functionality.





Prescott Valley Safe Streets & Roads for All (SS4A) Safety Action Plan

Prescott Valley, AZ

Reference Company Name: Town of Prescott Valley

Company Address: 7501 E Skoog Blvd, Prescott Valley, AZ 86314

Contact Person: Heather Ruder, Public WorksDirector **Telephone #:** (928) 759-3071 **Email Address:** hruder@prescottvalley-az.gov

Date of Service: 02/2024 - On-going (Anticipated 2/2025 completion of Plan)

Contract Amount: Award $591,300.00 / **Final** On-going

Type of Service Provided:

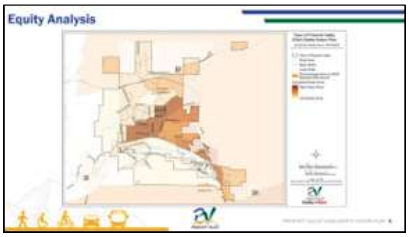
- SS4A Self-Certified Road Safety Action Plan
- Vision Zero Alignment
- Equity Analysis
- Detailed Crash Analysis
- Development of High-Injury and High-Risk Network
- Strategy Development
- Policy and Process Review
- Preparation of an SS4A Implementation Safety Grant Application
- Extensive Stakeholder and Public Involvement
- Implementation Plan & Performance Measurement

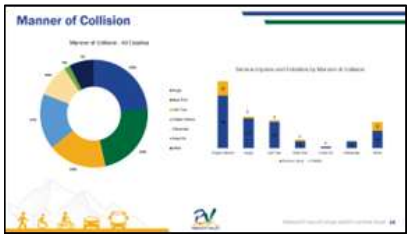
Description and Size of Project:

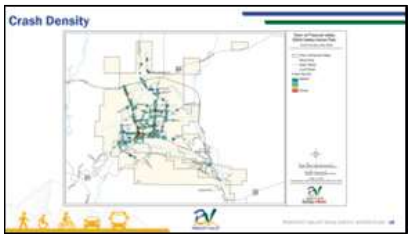
The goal of the Prescott Valley Safety Action Plan is to develop a holistic, well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries for all road users on Town roads. The project includes analysis of historical crashes, identification of high-risk locations and factors contributing to crashes, extensive public and stakeholder engagement, equity analysis, recommendations for policy and process changes, development of prioritized strategies to address needed safety improvements, crash data dashboard development, implementation support, and preparation of an SS4A implementation safety grant application.

Ultimate Project Outcome and Results:

The Prescott Valley SS4A Safety Action Plan will develop improvement strategies that, once implemented, are anticipated to reduce fatalities and serious injuries on the Town's roads. The Safety Action Plan will also fully comply with all SS4A eligibility requirements for an Implementation grant and Kimley-Horn will be preparing an SS4A Implementation grant application for the Town for some of the high-priority recommendations that come out of the Safety Action Plan.







Y2K has assembled a team that includes **Kimley-Horn** to provide the right blend of relevant experience, applied innovation, and national expertise for this project. The team will be led by **Yung Koprowski, PE, PTOE, RSP$_2$** and supported by a dynamic team of transportation engineers, planners, and safety experts to provide the interdisciplinary experience necessary to develop an effective safety action plan to meet the SS4A self eligibility requirements. Y2K has supported SS4A plans locally for City of Phoenix and City of Mesa as well as obtained a $25M SS4A Implemention Grant for Phoenix to reconstruct **six miles** of their highest injury network corridor, Indian School Road. Kimley-Horn has been actively engaged in the SS4A program since its inception, helping multiple agencies apply for and obtain funding for action plans and implementation. Kimley-Horn has successfully assisted over 20 agencies with SS4A planning and implementation grant applications, yielding over $147M in secured SS4A funds. Together we bring extensive experience developing high-injury networks, analyzing large crash data sets, and prioritizing safety recommendations as well as local knowledge of the City of Buckeye with both firms having worked on numerous projects within the city.

BUCKEYE, AZ

Y2K ENGINEERING, LLC
Kimley»Horn
KEY STAFF

PRINCIPAL-IN-CHARGE / PROJECT MANAGER

Yung Koprowski, PE, PTOE, RSP$_2$

Registration: Civil Engineer in Arizona #52513 Professional Traffic Operations Engineer (PTOE) #3112, Road Safety Professional Level 1 #208 and Level 2 #93

- PM & Stakeholder Coordination
- Safe Systems Approach
- Road Safety Strategies
- Policy & Process Changes
- Project Identification
- STSP Report Development

DEPUTY PM / DATA SCIENTIST

Denise Baker, PhD, PE, RSP$_1$

Registration: Civil Engineer in Arizona #78750, RSP Level 1 #1,110

- Project Coordination
- Safety & HIN Analysis
- ArcGIS / Power BI
- Project ID & Prioritization

SS4A SAFETY PLANNING

Eileen Yazzie, AICP

Registration: American Institute of Certified Planners

- SS4A Specialist
- STSP Framework
- Public Surveys
- Funding / Grant Writing

PROJECT ID & PRIORITIZATION

Rae Stephani, PE, PTOE, RSP$_1$

Registration: Civil Engineer in Arizona #74127, Professional Traffic Operations Engineer (PTOE) #5211, RSP Level 1 #758

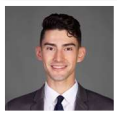
- Road Safety Strategies
- Project Identification
- Project Prioritization

PUBLIC ENGAGEMENT

Alexandra Albert

Qualifications: 20+ Years of Experience

- Engagement & Collaboration
- Fact Sheets
- Communication to General Audiences



PRIORITIZATION / PLAN DEVELOPMENT

Alan Berry, AICP

Registration: American Institute of Certified Planners

- STSP Report Development
- Progress & Transparency

EQUITY & SAFETY STRATEGY DEVELOPMENT

Anita Johari, PE, PTOE, RSP

Registration: Civil Engineer in Arizona #48127, Professional Traffic Operations Engineer (PTOE) #2096, Road Safety Professional #758

- Road Safety Strategies
- Equitable Mobility

PERFORMANCE MEASURES

Sagar Onta, PE, PTOE

Registration: Civil Engineer in Colorado #005361

- Project Prioritization
- Performance Measures

AGENCY COORDINATION

Michael Grandy, PE, RSP

Registration: Civil Engineer in Arizona #43294, Road Safety Professional #1046

- Alignment with State SHSP and neighboring agencies
- Engagement and Collaboration

SAFETY ANALYSIS

Kurt Larson, EIT

Registration: Engineer in Training - Arizona

- Safety Analysis, Power BI
- Project Identification

SAFETY PLANNING

Kristen Faltz, AICP

Registration: American Institute of Certified Planners

- Safety Planning
- Equity Analysis

TECHNICAL SUPPORT STAFF

Samantha Cole - Safety & Data Analysis
Charlie Lederer - GIS & Plan Graphics
Travis Moe, EIT - Road Safety Strategies

Y2K TEAM VALUE

Yung Koprowski, PE, PTOE, RSP$_2$ will lead the project as the PIC / Project Manager. With her extensive experience and proven track record in similar roles for the City of Phoenix and the City of Mesa Road Safety Action Plans, Yung is exceptionally qualified to oversee this critical initiative. Since 2007, she has specialized in traffic and transportation, emphasizing safety, intelligent transportation systems (ITS), traffic operations, and active transportation. Her leadership will be instrumental in guiding the team through all phases of the project. Yung's ability to collaborate with stakeholders will drive the development of context-sensitive and impactful solutions, aligning with the City's goal of creating a culture of safety and improving public health through enhanced transportation systems.

Denise Baker, PhD, PE, RSP$_1$ will play a pivotal role as the Deputy Project Manager, supporting key aspects of the Transportation Safety Plan project. Her responsibilities include ensuring effective communication, maintaining schedule adherence, tracking the decision log, and recording meeting minutes. With a robust background in transportation data science, Denise's expertise will be important in examining large data sets to identify trends and address complex transportation challenges. She will apply advanced transportation methods, planning principles, and industry standards to support every phase of the project. Denise's proficiency in merging data sets and leveraging tabular and geospatial analysis will drive the project's success. Additionally, she will lead the safety and equity geospatial analysis, creating a High Injury Network and utilizing the USDOT ETC Explorer tool to align with requirements for future grant proposals.

Eileen Yazzie, AICP with 22 years of transportation planning experience, will play a vital role in the Transportation Safety Plan project. Eileen had a leadership role in the development of safety plans for the City of Phoenix and Mesa County, CO and successful implementation grant application for Phoenix. Her successful background in corridor, neighborhood, city, and regional planning, combined with her work in City Transportation Departments and a Metropolitan Planning Organization, gives her a unique multidisciplinary perspective. Eileen will lead policy and process changes, ensure the SS4A plan framework aligns with federal requirements, and prepare for future SS4A Implementation Grant funding.

Rae Stephani, PE, PTOE, RSP$_1$ will work closely with the team on strategy and project selections, project identification, and prioritization. Rae's extensive experience with agencies to deliver comprehensive, safety-centric plans and studies, along with her passion for improving equitable mobility for all roadway users, makes her an invaluable asset to the team. Rae excels in leveraging technology tools to identify prioritized transportation solutions. Her experience with other safety plans for the City of Mesa and the Town of Bennett, CO will contribute significantly to the project's success.

Alan Berry, AICP is a Transportation Planner at Y2K Engineering with 4 years of experience supporting transportation/transit projects, including corridor studies, active transportation plans, multi-modal concept and design plans, as well as sustainable tourism plans focusing on the movement of people, goods, and services. Alan's passion lies in establishing efficient, sustainable, and successful transportation networks that are accessible to everyone. Alan had significant contributions to the development of the Phoenix Road Safety Action Plan and 2024 Annual Update, Mesa County SS4A Safety Plan, and City of Mesa SS4A Safety Plan. He will lead strategy effectiveness, preparation of the Plan document, and progress and transparency.

Alex Albert will lead public engagement for the Transportation Safety Plan project, bringing over 22 years of experience in developing and executing comprehensive communications programs. Alex specializes in generating meaningful dialogue around transportation studies, projects, and initiatives. Her extensive background includes public involvement, agency public participation, business assistance, community outreach, and stakeholder relations programs.

Alex's leadership in public involvement for the Phoenix and Mesa road safety action plans, which garnered over 3,000 individual engagements in each effort, underscores her ability to drive successful community engagement.

Anita Johari, PE, PTOE, RSP from Kimley-Horn will play a pivotal role in the Transportation Safety Plan project, focusing on strategy and project selections, project identification, and leading the equity analysis. With over 23 years of experience in traffic engineering and transportation planning, Anita has managed numerous safety plans, road safety assessments, and multimodal transportation projects. Anita is currently leading Tolleson's SS4A Safety Action Plan and has been involved in several other safety plans.

Michael Grandy, PE, RSP from Kimley-Horn, with 22 years of road safety and traffic engineering experience, will support stakeholder coordination for the Transportation Safety Plan project, focusing particularly on collaboration with the Arizona Department of Transportation (ADOT). His extensive expertise includes safety plans, crash analysis, and data-driven prioritization of infrastructure investments, with a focus on pedestrians and bicyclists. He is known for his clear communication, quality control, and collaborative decision-making, ensuring project objectives are met. Michael's ability to build consensus among diverse stakeholders will be crucial in integrating ADOT's state strategies into Buckeye's local context, maximizing the effectiveness of the Transportation Safety Plan.

Y2K Engineering (Y2K) was founded on the principle that equitable transportation solutions are at the heart of our communities, and **we believe that every user of the roadway network has the right to get to their destination safely regardless of age or mode choice.** We are passionate about transportation safety and hold safety as a core value. We realize our firm's philosophy on safety by embracing an inclusive planning approach for safety action plans.

Safety is a fundamental component of any successful transportation system. It ensures that residents, visitors, and businesses can move around the city confidently and comfortably. Safety measures not only protect lives but also stimulate economic growth, promote community well-being, and contribute to a sustainable environment and high quality of life.

As one of the fastest-growing cities in the United States, Buckeye has experienced a remarkable population increase. This rapid expansion has brought new challenges and opportunities, highlighting the critical need for a comprehensive Transportation Safety Plan to prioritize transportation safety in planning and development. Existing city planning documents emphasize sustainable growth, enhanced connectivity, and improved quality of life, all of which rely on a safe transportation network as a foundational element.

Our team has extensive familiarity with Buckeye, providing valuable insights into the city's unique needs and dynamics. Having worked directly on safety analysis projects for Buckeye, we bring a solid understanding of local conditions to this project. Additionally, our team is proud to have an extensive resume in SS4A work in Arizona. We are committed to leveraging this knowledge to develop a strategic, data-driven plan that enhances safety in Buckeye.

The transportation safety plan will support the following key issues from the transportation master plan:

Planning for Growth

The safety plan will support population and employment growth by ensuring transportation infrastructure is prepared to handle increased demand safely and efficiently.

Regionally-Significant Corridors

The safety plan will identify systematic measures to respond to the context of regionally signficant corridors to mitigate risks and ensure safety for all users.

Multimodal Options

The safety plan will bolster multimodal options by integrating measures that prioritize the safety and accessibility of various transportation modes, promoting efficient and secure travel across diverse routes.

Maintaining Transportation Infrastructure

The safety plan will pinpoint critical corridors and implement maintenance-focused strategies to enhance roadway safety, emphasizing cost-effective improvements without major infrastructure investments.

Economic Development

The safety plan will contribute to economic development by fostering safe and reliable transportation networks, which are essential for facilitating commerce, attracting investment, and supporting local businesses and industries.

Our overarching approach and methodology to develop and deliver the Buckeye Transportation Safety Plan will be centered around these principles:

- Build upon the crash analysis work that Y2K recently completed to understand existing trends happening in Buckeye.
- Identify trends and risk factors that can be applied to similar contexts within Buckeye to proactively address crashes.
- Develop the project approach and goals by using the SS4A objectives, FHWA Safe Systems Approach, FHWA Proven Safety Countermeasures, NHTSA – Countermeasures that Work, and the Crash Modification Factors Clearinghouse.
- Recognize and align work efforts with the USDOT SS4A Self Certification Worksheet.
- Work with Leadership, Stakeholders, and the Public for valuable input at key decision points in the planning process
- Use safety, transportation planning, and implementation expertise as a resource to identify strategies that BEST meet Buckeye's goals and values, and the known safety issues.

We recognize how important it is to meet your grant commitments, and the requirements of the SS4A Self-Certification Eligibility Worksheet. The eligibility worksheet identifies three mandatory questions (3, 7, 9) the STSP must answer 'Yes' to. The plan must also answer 'Yes' to at least 4 of the 6 remaining questions (1, 2, 4, 5, 6, 8) to apply for an Action Plan to be eligible for Implementation Grant funding. In this approach section, we have identified the proposed work efforts that meet the requirements of the worksheet.

Task 1: Project Management

Y2K knows that early identification of critical path items and potential decision points in the scope is imperative to align expectations and ensure the project runs smoothly. Y2K brings together the staffing and expertise to ensure this project can be successfully delivered on time and on budget. After consultant selection, Y2K Project Manager, Yung Koprowski, PE, PTOE, RSP_2 will coordinate with the Buckeye Project Manager, John Willett, to refine and negotiate the scope of work and fee, develop an agreed upon project management plan (PMP) and finalize the project schedule. Denise Baker, PE, RSP_1, will serve as Deputy Project Manager to assist with team coordination/scheduling, monitoring project progress, and maintaining project documentation and records.

From previous roadway safety action plan work efforts, we have found that **the key to success is providing intentional time for leadership, key staff, and stakeholders to understand the project background and goals through collaboration.** As part of this process, Yung will coordinate with the PM to facilitate a kick-off meeting with the PM and key staff to provide an overview of the project, schedule, milestones, and project deliverables. Every two to three weeks, 60-minute coordination meetings with Y2K and Buckeye PMs will maintain project momentum. Additionally, five larger Project Team Meetings (PMTs) are planned to present updates, share project data, and gather feedback. These meetings will coincide with outreach events, ensuring PMTs review materials and provide feedback at key milestones in advance of wider public or stakeholder input. At a minimum, it is recommended that the PMT meets to review the following:

- Project management plan and public engagement plan
- Crash data and baseline analysis
- Focus areas
- Strategies and project development
- Draft Transportation Safety Plan

Detailed 3-Month Look Ahead:

Yung is accustomed to aligning work efforts, draft deliverables, review times, presentation of findings/analysis, collaboration on tasks, and decision making for safety planning projects. Supporting this, she will put together detailed 3-month look ahead schedules that outline development of work, deliverables, decisions points, and meetings that provide transparency and accountability for all involved to ensure the project meets its schedule.

Project Tasks & Schedule	September				October				
	9	10	11	12	13	14	15	16	17
Stakeholder Working Group									
Final Draft of Stakeholder List(s)		●							
Determine Consultant and DOTI Staff and needs for In-Person or Virtual Meeting			●						
Schedule SWG meeting				●					
Draft & Send E-mail				D					
Draft Materials: Agenda, fact sheets, maps,					D				
Edits and Revisions to Materials						R	R		
Final								F	
E-mail Agenda and Materials to Stakeholder Working Group									F

SS4A Self-Certification:

The work performed in this task will support the self-certification eligibility worksheet #1. Additionally, The PMT will become the Plan Implementation Group, which will meet the self-certification eligibility worksheet #2, with anticipation for continuation after the plan is approved to implement and monitor plan progress.

Agendas and minutes will be prepared to track decisions, next steps, and action items. Throughout the project, a detailed quarterly schedule will be established, outlining timelines, roles, and decision points. This proactive approach maintains momentum and prevents scheduling problems from becoming major challenges. Monthly progress reports and invoices will be prepared and submitted to the City of Buckeye Project Manager. These reports will provide a detailed overview of the project's status and milestones achieved. From experience working on other SS4A grant funded plans, we know that meeting minutes will be an important component to include in project invoicing. The PMT meeting minutes will include a running decision log.

SECTION C: *1. Describe your approach to engaging residents and stakeholders.*

Task 2: Stakeholder & Community Engagement

Y2K recently added community outreach lead, Alexandra "Alex" Albert, to the firm. She has 20+ years of experience in public involvement, stakeholder relations, and communications. She excels in planning public meetings, and develops various communication materials in English and Spanish. Notably, Alex was the community outreach lead for the SS4A Phoenix and Mesa Safety Plans which each garnered more than 2,500 engagements for their first community touchpoint survey. This engagement creates buy-in for the community and provides confirmation that there would be community support around specific strategies and projects. For example, respondents from the City of Mesa felt that red-light running and distracted driving were the behaviors of greatest concern. They said they would feel safer by improving enforcement of current traffic laws and improving the design of roadways, bicycle facilities, and sidewalks.

SS4A Self-Certification:

The work performed in this task will meet the self-certification eligibility worksheet #4, #5, and inform #3 and #7.

We recognize the pivotal role that community input and key stakeholders plays in shaping the STSP and informing the identification of unsafe or high-crash locations. Our approach underscores inclusivity and accessibility, emphasizing engagement with all individuals potentially affected by the study, with particular attention to previously underrepresented segments of the community. Y2K understands that there's not a one-size-fits-all approach to public engagement. Based on the scope of services and FHWA best practices, the project's stakeholder and community engagement program will be formulated based on the following guiding principles:

5 PRINCIPLES

Include a diverse blend of voices.	Be clear and transparent.	Listen and act.	Report back.	Document and maintain.

We'll develop a **community outreach plan** with City Staff to engage all community members, especially underrepresented groups. A stakeholder assessment will identify groups and preferred engagement methods, ensuring our outreach aligns with community schedules and needs.

We'll provide **feedback in practical formats,** combining quantitative and qualitative insights. Our team will utilize subscription-based engagement platforms such as Social Pinpoint to facilitate distribution of electronic surveys and mapping tools in multiple languages.

Two-Phase Public Outreach:

Phase 1: Using feedback from the city's previous planning efforts, this phase will focus on assessing Buckeye's current transportation safety and mobility concerns. Activities include launching a project website, sharing information about the CSAP, conducting an online survey and interactive map (like Social Pinpoint), and hosting pop-up events to engage the community, especially targeting "hard-to-reach" populations.

Phase 2: This phase also involves presenting to City Council and making key elements of the draft plan available online for public review and feedback. We'll gather input from the public on safety strategies and improvement projects and provide them with a call to action (e.g. safety pledge).

Drawing from our successful work on the Phoenix and Mesa Safety Action Plans, we'll employ several proven outreach methods. These include a unified logo, a GIS-enabled map commenting webpage, and bilingual, in-person outreach at community events, meetings, and activity centers. We'll also create engagement materials such as FAQs, fact sheets, posters, giveaways, pledge forms, presentations, website content, social media posts, emails, and online ads to effectively inform and engage the community.

Instilling a **Community Culture of Safety** involves understanding and positively influencing community beliefs to enhance safety outcomes. We propose regular stakeholder meetings with a Buckeye Board, Working Group, or Council Subcommittee to gather ongoing feedback on public engagement, crash analysis, prioritization strategies, project identification, and the draft plan.

Our community outreach approach aims to develop a profound understanding of community needs and concerns related to safe streets. It also empowers the community to actively contribute to the success of the Safety Plan by taking meaningful actions that promote safety.

SECTION C: *2.Describe your approach to obtaining crash data and analyzing/presenting the data.*

Task 3: Data Collection and Review

SS4A Self-Certification:

The work performed in this task will meet the self-certification eligibility worksheet #3, #5, and #6

Our approach to obtaining and analyzing crash data revolves around leveraging established sources such as ADOT's historic crash data, which has been fundamental to our extensive city, county, and statewide analyses throughout Arizona since our firm's inception in 2017. Understanding the data available to the City of Buckeye, we'll rely on ADOT's historic crash data. Utilizing Microsoft PowerBI dashboards, we have crafted a robust interactive analysis tool that enables us to effortlessly uncover trends, establish correlations between datasets, and present insights visually and comprehensively. This tool not only meets our internal analysis needs but also serves as a transparent, outward-facing resource for stakeholders, thereby enhancing data-driven decision-making and stakeholder engagement. Notably, we have already developed and tailored this PowerBI dashboard tool specifically for Buckeye, conducting targeted training sessions to ensure City staff can effectively leverage its capabilities. This preparation sets us up to swiftly transition into geospatial analysis once the foundational baseline analysis is complete.

Y2K will conduct a thorough review of Buckeye's existing transportation programs, policies, and activities to establish a comprehensive baseline of current transportation safety efforts, including the structural and policy frameworks impacting safety. Our team will leverage

insights gained from leading the two largest safety action plans in the region to date, providing us with extensive knowledge of effective strategies and common challenges faced by agencies. We understand that while transportation networks across the MAG region may share similarities, such as high-speed and wide arterials, solutions can vary significantly from one agency to another. For instance, the City of Phoenix action plan benefited from policy and internal recommendations to overcome barriers and effect positive change, whereas the City of Mesa focused more on infrastructure improvements and targeted education to seniors due to its established internal structure and existing programs. This underscores the importance of understanding Buckeye's existing programs, policies, and activities as a critical first step in determining tailored strategies that will effectively drive change.

Safety Analysis

A critical aspect of this task involves conducting a comprehensive analysis of historical crash data from 2013 to 2023, capturing trends influenced by factors like pandemic-related travel reductions. This timeframe enables us to establish five data points of six-year moving averages, aligning with key metrics to:

- Reduce citywide intersection and roadway segment severe collision rates.
- Decrease per capita bicycle and pedestrian collision occurrences.
- Set performance metrics that align with rapidly changing population growth.

Additionally, we will integrate geospatial data into our analysis as available, such as demographic, socioeconomic, transportation network and infrastructure assets, police district boundaries, county islands, and land use data. This approach will facilitate the identification of correlations and trends, including systemic safety needs such as high-risk road features.

For the City of Mesa's Comprehensive Safety Action Plan (CSAP), we integrated geospatial data with crash history to pinpoint 11 collision profiles that represent a significant portion of severe crash types in the city. This approach allows for highly targeted strategies to be developed and implemented. For example, failed to yield violations on streets with posted speeds of 40+ mph account for over 30% of all killed or seriously injured (KSI) crashes in Mesa. With this insight, we not only devise strategies to mitigate these incidents but also extend these strategies to similar corridors, preemptively addressing potential risks even before they are shown in crash data.

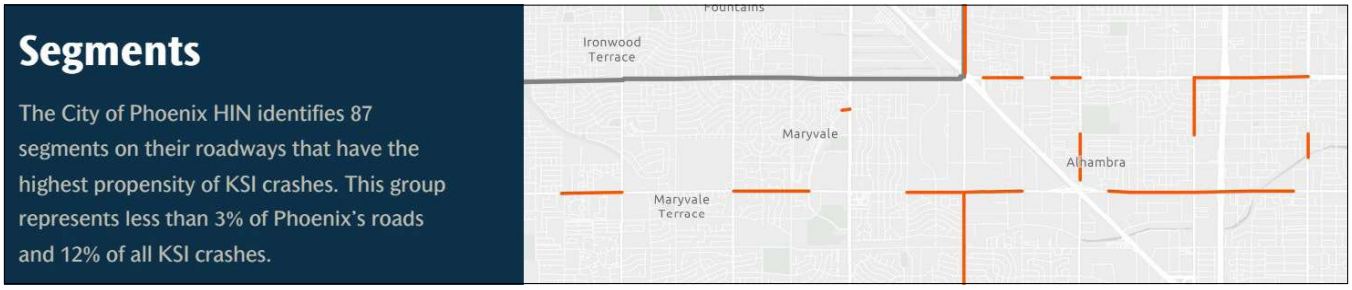
Y2K recently developed a crash dashboard for Buckeye, offering a ready-to-go tool that streamlines this project and enhances efficiency. This existing resource allows us to bypass time-consuming tasks like data scrubbing and baseline analysis, enabling us to dive directly into the more in-depth analysis required for this plan. We will begin with the Microsoft Power BI dashboard tool and integrate additional geospatial data using ArcGIS to enrich our analysis further, ensuring a comprehensive and detailed approach.

Focus Areas

The trends and patterns identified in our analysis will serve as a roadmap for potential focus areas in Buckeye's STSP. This could include vulnerable road users (pedestrians, bicyclists, and motorcyclists), vulnerable age (under 18 or over 65), and behavioral considerations (such as impairment). Our analysis will provide the foundation for developing data-driven strategies and countermeasures, encompassing policy, program, and practice actions that prioritize safety in all road-related decisions. A large portion (16%) of Buckeye's population is age 10 to 19. We may find that these soon-to-be drivers and inexperienced drivers need additional resources.

High Injury Network

Based on our data-driven analysis, we will create a multi-layered geospatial High Injury Network (HIN) to identify hotspots for injury crashes in Buckeye. Using geospatial data, the HIN will highlight areas with a high frequency of serious injury and fatality crashes, weighted by an Equivalent Property Damage Only (EPDO) score. The assessment will include signalized and unsignalized intersections, arterial segments, and specific areas of interest. We will dynamically display the HIN using an online ArcGIS storymap or ArcGIS Experience Builder. Identifying these high-risk areas is important for making informed decisions about targeted safety improvements.



Phoenix High Injury Network

Equity Analysis:

A transportation equity review will be conducted to assess the impact of current transportation systems on all users, particularly underserved and underrepresented communities. In line with FHWA expectation, we utilize tools such as the USDOT Equitable Transportation Community (ETC) Explorer to identify disadvantaged areas and analyze related vulnerabilities. The findings will inform our public engagement activities in Task 2 and be integrated into the implementation of strategies. Initial review using that tool indicates approximately 13% of Buckeye falls within a disadvantaged census tract.

Task 4: Research on Effective Safety Countermeasures

When it comes to safety countermeasures, Y2K adopts a resource-centric approach. Regularly involved in safety projects, we remain at the forefront of industry best practices and new standards. We maintain an extensive internal library of countermeasures and strategies, continuously updated through attendance at industry events, reading articles, and reviewing the latest research. Our resource library includes materials from prominent organizations such as the Federal Highway Administration (FHWA), National Cooperative Highway Research Program (NCHRP), National Highway Traffic Safety Administration (NHTSA), and the Institute of Transportation Engineers (ITE), as well as state, regional, and peer agency resources. Each resource is carefully selected for its relevance and potential to address the specific traffic safety challenges.

This dynamic library will serve as a launch point for our work, allowing us to tailor strategies based on Buckeye's unique needs and context, which are likely to have more rural roadway elements. We will incorporate the latest information and research innovative strategies that directly respond to observed crash trends and anticipated changes, such as rapid population growth and construction due to development. This adds value to the project by leveraging existing knowledge, enabling us to focus more on expanding and refining our recommendations.

Y2K supports the Safe Systems approach by identifying strategies and countermeasures that extend beyond engineering solutions, addressing education, enforcement, and policy needs to propose a well-rounded approach to improving safety in Buckeye.

Our focus will be on compiling a comprehensive list of strategies grounded in relevant and applicable resources. We will develop this in close collaboration with the Buckeye PMT and other stakeholders, facilitating workshops and surveys to ensure that every recommended strategy has full city support. This collaborative effort will result in a plan that is not only well-researched and current but also practical and implementable.

We have strategically partnered with Kimley Horn to serve as a liaison with other agencies that will need to collaborate with Buckeye for this plan. Kimley Horn's established relationships with Maricopa County and ADOT, developed through their work on the statewide safety plan, will help ensure that our recommendations and countermeasures are seamlessly integrated across county islands and ADOT facilities.

Task 5: Prioritized Countermeasures and Implementation Matrix

SS4A Self-Certification:

The work performed in this task will meet the self-certification eligibility worksheet #7

Y2K Engineering will develop a comprehensive implementation matrix for Buckeye's safety plan to categorize potential projects, strategies, and recommendations. This matrix will play a crucial role in planning future grant applications, integrating safety measures into maintenance routines, and aligning practices with current safety best practices. Our approach will feature a diverse array of road safety countermeasures, evaluated initially across more than a hundred strategies.

Aligned with FHWA's Local Road Safety Plan guide and ITE's Safe System Approach, our safety strategies prioritize human-centered designs that anticipate and mitigate potential risks beyond behavioral changes. We propose adopting FHWA's Safe System Roadway Design Hierarchy to prioritize engineering and infrastructure-related countermeasures across tiers: removing severe conflicts (Tier 1), implementing speed management strategies (Tier 2), managing conflicts in time (Tier 3), and enhancing attentiveness and awareness (Tier 4).

Through workshops with City Staff, the PMT, and public input, we will refine safety strategies with the highest potential impact on reducing traffic fatalities and injuries. Key aspects of our matrix will include identifying grant-fundable projects, outlining conceptual infrastructure improvements with estimated costs and timelines, and evaluating policies and enhanced design standards for greater safety prioritization. This interactive spreadsheet will facilitate project readiness assessments, categorizing them into short-term, mid-term, and long-term timelines. We will evaluate strategy effectiveness and cost using resources such as the Crash Modification Factors Clearinghouse and FHWA Proven Safety Countermeasures, focusing on effectiveness, application scope, and cost efficiency. This structured, data-driven approach aims to deliver an actionable plan for Buckeye to improve transportation safety effectively.

Leveraging geospatial data from Task 3, we will strategically apply prioritized strategies and collaborate with Buckeye to develop five infrastructure project justification and scoping sheets. These sheets will detail existing conditions, estimated benefits, project narratives, preliminary cost estimates, and potential grant opportunities aligned with project goals. With our streamlined approach and existing crash dashboard analysis, Y2K proposes to work with Buckeye staff to further advance these project sheets, either by developing additional project sheets or providing more detailed concept design plans for the infrastructure projects selected. These project sheets will set the stage for successful grant funding and tangible safety improvements in Buckeye.

SECTION C: *3. Based on your familiarity with Buckeye, provide some potential Effective Countermeasures and list of matrix evaluation criteria.*

You won't find a team more acquainted with Buckeye's transportation safety landscape than the Y2K/KHA team. Our firms have been working extensively with the City of Buckeye. Recently, Y2K finalized the development of a crash dashboard specifically tailored for the city. This process has equipped us with insights into several significant trends within Buckeye as shown below.

This information will guide us in pinpointing specific countermeasures aimed at reducing KSI (Killed or Seriously Injured) collisions, with a focus on speed-related crashes for systemic improvement. These measures might include deploying traffic calming strategies, implementing variable speed limits, and enhancing enforcement protocols. Additionally, policy enhancements such as automated enforcement and context-based speed limits could further strengthen safety initiatives.

We will utilize the safety analysis conducted in Task 3 to identify the most prominent crash types and develop systemic countermeasures to effectively mitigate them. This analysis will inform the prioritization of locations based on contextual factors. For instance, another significant trend in Buckeye involves KSI collisions near intersections. Our systemic intersection crash countermeasures will target reducing spatial conflicts by installing medians and manage conflicts in time through strategies like protected left turns or selective right turn on red restrictions if sight distance is insufficient or pedestrian crossing volumes are high.

By identifying intersections with the highest crash frequencies, we can tailor these strategies to the most critical areas. For example, at Watson Rd & Yuma Rd, angle collisions account for 24% of crashes, with 44% involving failure to yield. Potential countermeasures may include installing nearside signal heads, implementing protected left turns, or adjusting signal timings to increase yellow or all-red clearance times.

Our implementation matrix will establish essential criteria for evaluating the merits and effectiveness of each countermeasure. This approach will guide us in recommending where each countermeasure should be implemented, resulting in a prioritized list of effective strategies poised to make a significant impact in Buckeye.

Overall, crashes have been on a sharp upward trend for the 8 years of evaluated data, including an increase in KSI crashes over the last three years. Bicycle and pedestrian crashes have also increased in the past three years.

Reviewing KSI crashes, we see the following trends:

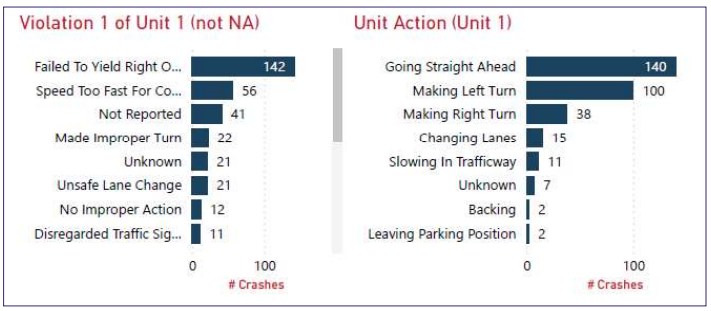
37% of all KSI crashes involved a speeding violation

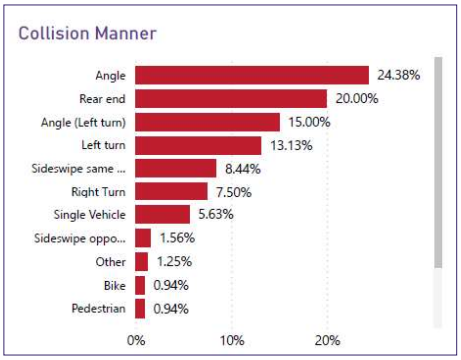
35% of all KSI crashes were single-vehicle crashes

60% of KSI crashes occurred within 150 feet of an intersection

The 3 intersections with highest number of KSI crashes are

- Baseline & Miller
- Jackrabbit & Yuma
- Watson & Yuma (highest # of ped/bike crashes)





Watson & Yuma Crash Trends

Some of these criteria include:

- Effectiveness (Crash Modification Factor)
- Supporting Resources
- Crash Experience Targeted (i.e., Left Turn collisions)
- Associated FHWA Safe Systems Design Hierarchy Tier
- High Level Costs/Potential Funding Sources
- Feasibility

SS4A Self-Certification:

Work on Task 6 will support meeting #1, #8, and #9 of the SS4A Self-Certification.

Task 6: Transportation Safety Plan

In this phase, Y2K will synthesize findings from preceding tasks to draft the initial version of Buckeye's Transportation Safety Plan (TSP). This draft, presented digitally as a PDF, will undergo review and feedback from the PMT. We will thoughtfully integrate the PMT's input to refine the final version, ensuring it becomes a concise, visually compelling report that policymakers and stakeholders can easily grasp.

Quantitative and qualitative performance measures will be drafted based on the established focus/ emphasis areas connected to the strategies and solutions toolbox. The performance measures will utilize existing data sources and provide suggestions for new data to evaluate.

Specific performance metrics could include

- Number of countermeasures implemented (i.e., miles of bicycle and pedestrian facility gaps closed),
- Total funding secured for future countermeasures,
- Number of total collisions or number of fatal and severe injury collisions segmented by mode, demographic, and community to ensure equitable outcomes,
- Before and after studies at targeted locations,
- Speed and speed limit compliance, and
- Perception of safety and community feedback.

Performance Metrics

Key highlights of the finalized report will encompass:

- Clear and visually engaging content presentation using graphical elements and text.
- A user-friendly format for easy comprehension.
- Thorough exploration of broader implications across policies, programs, practices, strategies, infrastructure projects, funding recommendations, and other crucial aspects.

Harnessing the expertise of our team's proficiency in Adobe Creative Suite, we will create materials that marry visual appeal with informative clarity. This approach will help distill intricate technical details into accessible information for city staff and the public. Our internal review process involves both technical experts and non-specialists to uphold clarity, consistency in grammar, terminology, and overall narrative coherence. This method mirrors the rigorous standards upheld in previous successful projects such as the City of Phoenix Road Safety Action Plan and City of Tempe Vision Zero Action Plan, which earned unanimous approval from their respective City Councils.

Task 7: City Council Approval

To ensure the successful adoption of the Transportation Safety Plan (TSP) by the City Council, Y2K will collaborate closely with City staff, offering expert technical assistance in preparing the City Council staff report. Our team will also be available to attend City Council meetings, providing essential technical support every step of the way. In our experience, the key to success lies in engaging decision-makers throughout the plan's development. By involving the council at key milestones, we gather valuable input, maintain transparency, and ensure officials are comfortable with the process.

Our team has a proven track record of guiding similar plans to City Council approval, including securing crucial approval for the Phoenix RSAP just days before an implementation grant deadline, ensuring the plan was adopted in time.

Appendix

SECTION 6 SUBMITTAL FORM

RFQ 2024187: SAFE STREETS 4 ALL

Company Name: Y2K Engineering, LLC.

Authorized Representative: Yung Koprowski, PE, PTOE, RSP_2

Title: Principal

Address: 1921 S Alma School Rd Suite 204, Mesa, AZ 85210

Phone Number: (480) 696-1701 Email Address: ykoprowski@y2keng.com

Fax Number: N/A Website Address: www.y2keng.com

The undersigned offeror declares to have read and fully understand the Request for Qualifications and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if this Statement of Qualifications is submitted and a Proposal is accepted, vendor will contract to perform in accordance with the Request for Qualifications, Scope of Work, and Proposal.

Signature of Authorized Representative: Yung Koprowski

Date: July 8, 2024

SOLICITATION AMENDMENT
RFQ NO. 2024187
CITY OF BUCKEYE

AMENDMENT NO. 1

NOTE: Attach to the Request for Qualifications (RFQ). However, if the Statement of Qualifications (SOQ) has already been submitted, complete this Amendment and return for attachment to your SOQ no later than 3:00 PM, July 8, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFQ NO. 2024187 – REQUEST FOR QUALIFICATIONS – SAFE STREETS 4 ALL
Last Day for Questions: **July 1, 2024, no later than 3:00 PM local time**
SOQ Due Date and Time: **July 8, 2024, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Qualifications documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the SOQ.

Questions from Consultants:

Q1. The background text on page 3 of the solicitation references the $600K grant received by the City. Please clarify that this is the amount budgeted for the project?

A1. The budgeted contract amount is $750,000.

Q2: Please clarify the required font size (if any), and the maximum number of pages allowed for the entire submittal?
A2: Any required forms are not included in the page limitations listed below:

Cover Letter: 1-2 Page
Section A: Maximum of 6 Projects with 1 page per project.
Section B: Maximum of 3 pages.
Section C: Maximum of 7 pages.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ NO. 2024187 - SAFE STREETS 4 ALL
AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: July 1, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Qualifications, its attachments and any referenced documents. Offeror also certifies that this SOQ was independently developed without consultation with any of the other Submitters or potential Submitters.

Name of Company: Y2K Engineering, LLC.

Authorized Signature: Yung Koprowski

Print Name and Title: Yung Koprowski, PE, PTOE, RSP, Principal

Date: July 8, 2024

Address: 1921 S. Alma School Road Suite 204

City, State, Zip Code: Mesa, AZ 85210

Telephone Number: (480) 696-1701

Email Address: ykoprowski@y2keng.com

Resumes

Yung Koprowski PE, PTOE, RSP_2
Principal / Project Manager

EDUCATION AND TRAINING:

B.S., Civil Engineering, Cum Laude, Arizona State University, Tempe, Arizona, January 2008

Road Safety Audits and Road Safety Audit Reviews, National Highway Institute, Tucson, Arizona, 2014

REGISTRATIONS:

Registered Professional Civil Engineer in Arizona #52513 (2011)

Professional Traffic Operations Engineer (PTOE) #3112 (2018)

Road Safety Professional (RSP) #208 (2018)

AFFILIATIONS:

- Town of Gilbert, Arizona, Councilmember through 2026
- American Society of Civil Engineers (ASCE), Member, 2016 New Face of Civil Engineering Honoree
- American Society of Highway Engineers (ASHE), Member, 2015/2016 President
- Institute of Transportation Engineers (ITE), Member, 2022 President
- ITE Pedestrian and Bicycle Council Executive Committee 2011-2013

TIME WITH FIRM:

7 years, Founder | 17 Total Experience

SUMMARY:

Yung Koprowski is a seasoned expert in leading transportation safety plans having been involved in statewide and citywide efforts since her career began over sixteen years ago. Her unwavering commitment to enhancing mobility in Arizona communities has led to an impressive skill set and makes affoards her exceptional qualifications making her the ideal candidate to spearhead this project. Yung has a distinguished track record of collaborating with agencies to deliver multifaceted, systemic, and safety-centric plans and studies, all driven by a fervent dedication to advancing equitable mobility for all road users. Yung's proficiency extends to leveraging cutting-edge technology tools to identify priority transportation solutions that maximize available resources for the most meaningful improvements, benefiting a broad spectrum of people. In her role as project manager, Yung excels in communication, collaboration, and responsiveness, positioning her well to collobarate with the City of Scottsdale to drive the development of the Strategic Transportation Safety Plan.

RELEVANT PROJECTS:

SS4A Phoenix Road Safety Action Plan, City of Phoenix, AZ | *Project Manager.* Yung led the development of the Vision Zero Road Safety Action Plan, which was approved with $10 million in annual funding for implementation. She oversaw final plan preparations, data evaluation, and the identification of a High Injury Network to prioritize safety enhancements citywide.

SS4A City of Mesa Comprehensive Safety Action Plan (CSAP) | *Project Manager.* Yung is leading Mesa's initiative to reduce motor vehicle-related fatalities and serious injuries by 30% by 2030. She is developing the CSAP using public input and data analysis to identify effective safety strategies and ensure Mesa meets SS4A criteria for grants.

Systemic Crash Analysis & Project Development, City of Peoria, AZ | *Principal.* Yung oversaw a citywide crash analysis using Microsoft PowerBI software to create interactive dashboards and justify the Top 20 projects for the Capital Improvement Program. She also managed HSIP and RSP grant applications.

Pedestrian and Bicyclist Safety Analysis Pilot Program at Light Rail Locations – Maricopa Association of Governments (MAG) – Maricopa County, AZ | ***Project Manager.*** Yung managed a MAG project piloting artificial intelligence technologies to assess near-miss crashes involving vehicles, pedestrians, and bicyclists at major arterial crossings near five light rail stations. The Y2K team delivered a study report recommending safety countermeasures based on near-miss analysis, field reviews, and stakeholder meetings.

Regional Active Transportation Plan – Maricopa Association of Governments (MAG) – Maricopa County, AZ | *Project Manager.* Yung supported the assessment of regional connectivity, stakeholder engagement, and plan development, focusing on improving, expanding, and connecting the region's bicycle and pedestrian network.

City of Scottsdale Photo Enforcement Evaluation, City of Scottsdale, AZ | *Project Manager.* Yung led a before-and-after collision analysis of photo enforcement locations, demonstrating a positive impact on reducing crashes related to red-light running and speeding.

MAG 2015 Strategic Transportation Safety Plan, Maricopa County, AZ | *Project Engineer.* Yung contributed to every task, stakeholder meetings, workshops, and the final document preparation.

Denise Baker, PhD, PE, RSP[1]
Deputy PM, Data Scientist

EDUCATION AND TRAINING:

Ph.D. Civil Engineering, Arizona State University

M.S. Transportation Engineering (Planning and Operations), University of São Paulo

B.S.E. Civil Engineering, University of São Paulo

REGISTRATIONS:

Registered Professional Civil Engineer in Arizona #78750 (2023)

Road Safety Professional (RSP) #1,110 (2024)

AFFILIATIONS:

- Institute of Transportation Engineers (ITE), Student Liaison - Arizona
- WTS International, Member

TIME WITH FIRM:

3 Years | 5 Total Experience

SUMMARY:

Denise provides Y2K Engineering with a robust transportation modeling and a passion for leveraging large data sets to identify trends and solve complex transportation problems. She honed this focus during her studies at Arizona State University, where she earned her Ph.D. Denise excels in applying advanced transportation methods, planning principles, and innovative evaluation techniques to support the planning, design, and implementation of transportation projects. Her expertise is particularly valuable in the development of Safe Streets for All (SS4A) projects, where her advanced data analysis skills are instrumental in crafting effective safety strategies and solutions. Denise's ability to synthesize vast amounts of data into actionable insights ensures that Y2K Engineering remains at the forefront of transportation safety and innovation

RELEVANT PROJECTS:

2024 HIN and Annual RSAP Update, City of Phoenix, AZ | ***Project Manager***. Denise updated the High Injury Network (HIN) to include signalized intersections, segments, and unsignalized intersections. She led the creation of tools that integrate live traffic count data, a safety dashboard, and modernized signal warrant warrant tools.

MAG/Scottsdale Central Arizona Project Canal / 100th St Path Improvement Project, City of Scottsdale, AZ | ***Project Manager***. The study evaluated potential pedestrian and bicyclist improvements on the 100th Street corridor, from 92nd Street to Frank Lloyd Wright Boulevard in Scottsdale, Arizona. Efforts were made to improve mid-block crossings and signalized intersections to promote the safety and mobility of people walking and bicycling within the study corridor. The implementation of a new shared-use path on both sides of the Central Arizona Project canal were considered.

Phoenix Road Safety Action Plan, City of Phoenix, AZ | ***Safety Analysis and Data Tools***. Denise identified crash trends across the City's nine districts by analyzing over 150,000 crashes using various modeling and software platforms. She developed a High Injury Network (HIN) and created tools that integrate crash data, a safety dashboard, and modernized crosswalk, signal, and left turn warrant tools with a prioritization process.

SS4A City of Mesa Comprehensive Safety Action Plan (CSAP) | ***Engineer II.*** Denise is supporting various aspects of plan development including public engagement, strategy and project selections, project prioritization, and project development.

Pedestrian and Bicyclist Safety Analysis Pilot Program at Light Rail Locations – Maricopa Association of Governments (MAG) – Maricopa County, AZ | ***Engineer I.*** Dr. Baker served as a the lead engineer for a MAG Pedestrian and Bicyclist Safety Analysis project that piloted artificial intelligence technologies for assessing near miss crashes involving vehicles, pedestrians and bicyclists. The Y2K team delivered a study report with the recommendation of countermeasures for improving pedestrian & bicyclist safety for 5 light rail locations based on the near miss analysis results, field review, and preliminary findings meeting with Valley Metro, City of Phoenix, City of Tempe, and MAG.

FY22 Peoria Safety Study | ***Engineer I***. For this project, Dr. Baker performed data and crash analysis for Traffic Signal Warrant Analysis Reports and Prioritization List, Multi-Way Stop Warrant Analysis Reports, Left-Turn Phasing Evaluation Reports, Pedestrian Crossing Evaluation Reports, and a Roundabout Evaluation Report. Midblock pedestrian crossing treatment recommendations are based on the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations and the Arizona STEP Guide.

Douglas County Crash Data Analysis Tool – Douglas County | ***Safety and Data Science.***

Eileen O. Yazzie AICP

SS4A Safety Planning

EDUCATION AND TRAINING:

B.S., Political Science, Arizona State University, 1999

Master's of Urban and Environmental Planning, Arizona State University, 2009

REGISTRATIONS:

American Institute of Certified Planners #31855 (2019)

AFFILIATIONS:

- American Planning Association (APA), Member
- WTS International, Member

TIME WITH FIRM:

4 Years | 23 Total Experience

SUMMARY:

Eileen Yazzie is a transportation planner with 22+ years of experience that has resulted in known successes of transportation planning efforts, including corridor, neighborhood, subarea, city, modal, and regional planning achievements. Working at two different City Transportation Departments and a Metropolitan Planning Organization has provided Eileen with the unique perspective of how important it is to work with a multidisciplinary team of engineers, planners, technicians, and executive leadership to evaluate different ideas and create implementable projects and plans that align with values and goals. Eileen will spearhead the equity analysis of the plan and provide support for its public engagement initiatives.

RELEVANT PROJECTS:

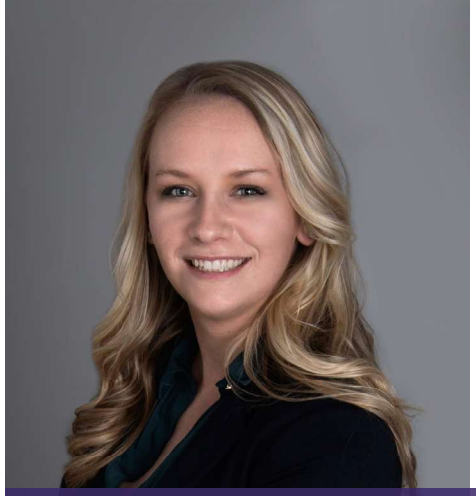
Phoenix Road Safety Action Plan, City of Phoenix, AZ | ***Deputy Project Manager***. Eileen served as the Deputy Project Manager for the Phoenix Road Safety Action Plan, which provided a proactive roadmap to reduce roadway fatalities. She supported the creation of essential evaluation tools, determined a High Injury Network (HIN), and emphasized areas through crash analysis and equity evaluation.

SS4A Comprehensive Road Safety Action Plan, Mesa County, CO | ***Project Manager***. Eileen serves as the Project Manager for the Mesa County Comprehensive Safety Action Plan, funded through the SS4A grant, with the goal to enhance roadway safety by significantly reducing or eliminating fatalities and injuries. The plan addresses the safety of all road users, conducting distinct evaluations of rural and urban crash trends to develop targeted strategies for intervention. Y2K is performing a thorough county-wide analysis of crash characteristics to yield insights into risk factors, ensuring that proposed projects align with Vision Zero goals.

SS4A & Reconnecting Communities and Neighborhoods (RCN) Grant Application Writing, City of Phoenix, AZ | ***Project Manager/Grant Writing***. Eileen led the development of three grants, including two for the SS4A program, securing additional planning funds and requesting funding to improve nearly six and a half miles of Phoenix's highest injury corridor, Indian School Road. Y2K also prepared a grant for the Reconnecting Communities and Neighborhoods program, contributing to the city's efforts to enhance safety, accessibility, and quality of life. The City of Phoenix was awarded $25M for a 2023 SS4A Implementation Grant.

Adaptive Streets Citywide Implementation Design Guide, Tempe, AZ | ***Transportation Planning Manager***. Eileen led public outreach efforts and supported the development of the Adaptive Streets Guidebook, using interactive engagement platforms and in-person events. The guidebook outlines strategies for adaptive streets that address community needs for safety, transit, pedestrian, bicycle, and business, providing a streamlined approval process that considers various factors.

MAG/Scottsdale Old Town Bike Master Plan, Scottsdale, AZ | *Project Manager.* Eileen led development of the Old Town Scottsdale Bicycle Master Plan to enhance bicycle connectivity throughout historic downtown Scottsdale for the next ten years. The plan outlines strategies for bicycle accommodations, identifies gaps in existing infrastructure, and involved extensive public outreach led by Eileen.



Rae Stephani, PE, PTOE, RSP[1]
Project Identification & Prioritization

EDUCATION AND TRAINING:

B.S., Civil Engineering Northern Arizona University

REGISTRATIONS:

Registered Professional Civil Engineer in Arizona #74127 (2021)

Professional Traffic Operations Engineer (PTOE) #5211 (2021)

Road Safety Professional (RSP) #758 (2021)

AFFILIATIONS:

- Institute of Transportation Engineers (ITE), Secretary
- Women in Transportation (WTS), Member
- American Society of Civil Engineers (ASCE), Member

TIME WITH FIRM:

6 Years | 7 Total Experience

SUMMARY:

Ms. Stephani's background is focused on transportation safety and multimodal planning and design. Rae excels at providing innovative transportation solutions and has been tasked with the company's technology initiative in utilizing Microsoft Power BI and GIS tools to perform detailed crash analysis. Rae has been involved in numerous efforts for transportation programing which developed software tools that have real-time data connections, respond to changing variables, and display interactive dashboards for visualization of data. In summary, Ms. Stephani's background and innovative capabilities are pivotal assets to our SS4A planning efforts.

RELEVANT PROJECTS:

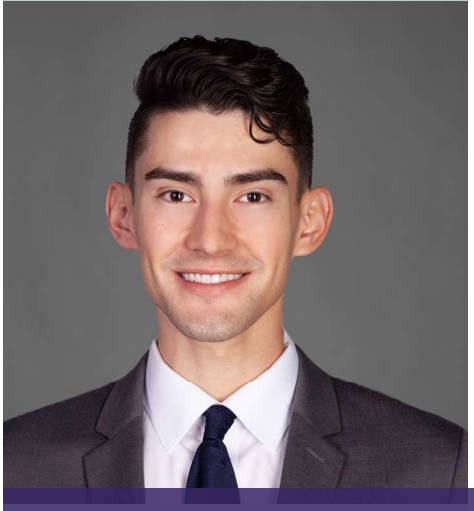
SS4A Transportation Safety Action Plan, Bennett, CO | ***Project Manager.*** Rae is leading the Town of Bennett, Colorado's Safer Streets for All Plan, an initiative dedicated to significantly improving roadway safety. At the helm of this comprehensive project, Rae is focused on reducing fatalities and serious injuries resulting from motor vehicle crashes. The Safer Streets for All Plan, funded by an SS4A planning grant, utilizes public input and data-driven analysis to pinpoint the primary factors contributing to severe accidents. The plan encompasses the development of targeted strategies, the execution of safety education programs, the redesign and reconstruction of streets, and the implementation of policy and operational changes.

SS4A City of Mesa Comprehensive Safety Action Plan (CSAP) | ***Safety Lead.*** Rae is leading the safety analysis for the City of Mesa's ambitious initiative to reduce motor vehicle-related fatalities and serious injuries by 30% by 2030. The City is developing a Comprehensive Safety Action Plan (CSAP) funded by an SS4A planning grant. This plan leverages public input and data-driven analysis to evaluate critical factors contributing to severe crashes. By identifying effective strategies, projects, and fostering a community culture of safety, Rae aims to strengthen Mesa's approach to roadway safety and save lives. The CSAP encompasses safety planning and education, street design and reconstruction projects, and policy and operational changes, ensuring that Mesa meets all SS4A self-eligibility criteria for future SS4A Implementation grant funding.

Systemic Crash Analysis and Project Development, Peoria, AZ | ***Project Engineer.*** Rae led the development of a traffic signal prioritization tool. The tool was used to evaluate and prioritize traffic signal installation based on weighted parameters determined by City Staff. Rae also reviewed 160 Pedestrian and Bicycle crash reports to conduct Pedestrian and Bicycle crash typing for the City. Crash typing can be used to better understand the factors that lead up to and cause a crash. She also served as an extension of staff to prepare the successful Federal Funding application and coordinated with MAG and ADOT for administration.

Douglas County Crash Dashboard, Douglas County, CO | ***Project Manager.*** Y2K worked with Douglas County to create an interactive crash dashboarding tool to support the County in crash data analysis. The dashboard was developed using crash data received from the police department and additional information provided from the county, including roadway classifications and volumes. Rae led this project, which included facilitating weekly coordination meetings with the County to identify meaningful visualizations that respond to the needs of the county, including motorcycle crash trends and CDOT SPF models. Rae provided extensive training for the Douglas County team to demonstrate how to use the dashboard to calculate level of service of safety (LOSS) perform interactive analysis and filter crash data.

Gilbert Citywide Trails Safety and Project Development, Gilbert, AZ | ***Project Engineer***



Alan Berry AICP
Prioritization & Plan Development

EDUCATION AND TRAINING:

Master of Urban & Regional Planning, University of Colorado Denver, 2019

B.S. Recreation, Hospitality, & Tourism, University of Northern Colorado, 2016

REGISTRATIONS:

American Institute of Certified Planners (2024)

TIME WITH FIRM:

2 Years Y2K | 5 Total Experience

SUMMARY:

Alan Berry, a Transportation Planner at Y2K Engineering, plays a pivotal role in creating safer streets for all. With extensive experience supporting transportation and transit projects in Arizona and Colorado, Alan has been instrumental in developing comprehensive corridor studies, active transportation plans, and multi-modal concept and design plans. His work also extends to sustainable tourism plans, all of which focus on the efficient movement of people, goods, and services. Alan's passion for establishing efficient, sustainable, and accessible transportation networks ensures that his contributions significantly enhance planning opportunities aimed at creating safer, more inclusive streets for everyone.

RELEVANT PROJECTS:

SS4A Road Safety Action Plan, City of Phoenix - Phoenix, AZ | *Planner.* Mr. Berry is serving as planning support for the City of Phoenix Road Safety Action Plan that will provide a road map for the city to hone a 'safety first' proactive stance in reducing roadway related fatalities. Alan is leading the prioritization process of strategies, the development of the report, and community engagement activities and analysis.

SS4A & Reconnecting Communities and Neighborhoods (RCN) Grant Application Writing, City of Phoenix, AZ | ***Planner***. Alan supported with the development of three grants, including two for the SS4A program, securing additional planning funds and requesting funding to improve nearly six and a half miles of Phoenix's highest injury corridor, Indian School Road. Y2K also prepared a grant for the Reconnecting Communities and Neighborhoods program, contributing to the city's efforts to enhance safety, accessibility, and quality of life. The City of Phoenix was awarded $25M for a 2023 SS4A Implementation Grant.

SS4A City of Mesa Comprehensive Safety Action Plan (CSAP) |*Planner*. Alan is leading plan development for Mesa's initiative to reduce motor vehicle-related fatalities and serious injuries by 30% by 2030. He synthesized numerous planning documents, including the recent Mesa Transportation Master Plan, coupled with public involvement to prioritize projects for Mesa's SS4A plan

SS4A Transportation Safety Action Plan, Bennett, CO |*Planner*. Alan is supporting the Town of Bennett, Colorado's Safer Streets for All Plan, an initiative dedicated to significantly improving roadway safety. The Safer Streets for All Plan, funded by an SS4A planning grant, utilizes public input and data-driven analysis to pinpoint the primary factors contributing to severe accidents. The plan encompasses the development of targeted strategies, the execution of safety education programs, the redesign and reconstruction of streets, and the implementation of policy and operational changes.

Protected Bike Lane Feasibility Study - Chandler, AZ | *Public Involvement/ Planner.* Alan is supporting the feasibility study by leading the protected bike lane design guidelines that includes leading a team of City engineers, planners and administrators through a discussions of the elements of a protected bike lane, design considerations, and needed signing and markings. Additionally, Mr. Berry is supporting project management team meetings, presentations, public engagement and report development.

Alexandra "Alex" Albert

Public Engagement

EDUCATION AND TRAINING:

BA, Communication, Arizona State University

LANGUAGES:

English and Spanish

AFFILIATIONS:

- Women's Transportation Seminar Board of Directors – Director of Membership

TIME WITH FIRM:

>1 years | 22 Total Experience

SUMMARY:

Alexandra "Alex" Albert is the Director, Communication and Public Involvement. She has more than 22 years' experience developing and executing all aspects of communications programs that focus on generating meaningful dialogue around contentious transportation studies, projects and initiatives. She has extensive experience developing and executing public involvement, agency public participation, business assistance, community outreach and stakeholder relations programs. She excels in planning, managing and executing all aspects of federally required (NEPA) hearings and other meetings including public meetings, workgroup sessions, charrettes, workshops, and peer exchanges. Alex has developed a wide variety of printed and electronic materials including public involvement plans, engagement and workgroup reports, fact sheets/updates, newsletters, website content, virtual meeting rooms, webinars and online surveys. She manages message development, stakeholder outreach and communications, and delivers presentations and on-air interviews in English and Spanish.

RELEVANT PROJECTS:

SS4A Phoenix Road Safety Action Plan, City of Phoenix, AZ | ***Public Involvement Lead .*** Alex played a pivotal role in the development of the Plan, focusing on extensive community engagement and public involvement. This Plan enhances the city's existing efforts and provides a framework for safety improvements citywide, integrating public feedback to shape key strategies. It includes a method for evaluating data and determining a High Injury Network to identify problem locations and prioritize solutions. With Phoenix covering a land area of 518 square miles and home to over 1.6 million residents, Alex emphasized the importance of community input throughout the planning process.

SS4A City of Mesa Comprehensive Safety Action Plan (CSAP) | ***Public Involvement.*** Alex is conducting the public involvement efforts for the City of Mesa's Comprehensive Safety Action Plan (CSAP) funded by an SS4A planning grant. Central to this plan is the emphasis on public input through the Safer Streets for All process. By engaging the community and incorporating their feedback, the plan leverages data-driven analysis to evaluate critical factors contributing to severe crashes. Alex is dedicated to identifying effective strategies and projects while fostering a community culture of safety. This inclusive approach ensures that Mesa's CSAP not only addresses technical aspects of roadway safety but also resonates with the needs and concerns of its residents.

Maricopa Association of Governments, Public Participation Plan (PPP) Update, Alex managed the update of MAG's PPP – the document that guides the agency's public participation processes for all MAG studies. On a very aggressive schedule, Alex led the team to develop an updated plan that addressed the needs of the agency to clearly express MAG's public participation goals, processes and guiding principles with high-quality visuals, inclusive language, and updated references to public involvement regulations and standards. Of key importance in the updated plan, are the outreach guidelines for the Transportation Improvement Program and the Regional Transportation Plan.

ADOT 2050 Long Range Transportation Plan (LRTP) | ***Public Involvement Project Manager.***

Regional Active Transportation Plan – Maricopa Association of Governments (MAG) – Maricopa County, AZ | ***Public Involvement Lead.*** Local Public Agency Section, Transportation Systems Management and Operations, P3/Major Projects, Environmental Planning, Communications and Public Involvement and Government Relations.

Anita Johari, PE, PTOE, RSP
Equity & Safety Strategy Development

EDUCATION AND TRAINING:

Masters, Civil Engineering, Wayne State University

Bachelors, Civil Infrastructure Engineering, Regional Engineering College, India

REGISTRATIONS:

RSP in US (#994) (2022)

PTOE (#2096) (2010)

PE in AZ (#48127) (2008)

TIME WITH FIRM:

1 years | 24 Total Experience

SUMMARY:

Anita has over 23 years of professional traffic engineering and transportation planning experience managing safety plans, road safety assessments, and multimodal transportation projects. She has extensive expertise in developing comprehensive plans for cities to systematically improve transportation safety and accessibility, especially for vulnerable roadway users including pedestrians, bicyclists, and disabled individuals. Leveraging her deep understanding of Complete Streets and Vision Zero design principles, Anita is a thoughtful facilitator focused on gathering authentic community input and achieving equitable mobility outcomes for a diverse range of stakeholders. Anita is leading Tolleson's SS4A Safety Action Plan and has been involved in several other safety plans.

RELEVANT PROJECTS:

City of Tolleson, Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan (CSAP) Development, Tolleson, AZ | *Project Manager.* The goal of the CSAP is to develop a plan to substantially reduce and eventually prevent roadway fatalities and serious injuries within the City. The CSAP focuses on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The project includes extensive stakeholder and public involvement, safety data collection and analysis, policy review, equity considerations, development of a safety dashboard and toolkit, implementation strategies and projects, and a CSAP final report.

Prescott Valley, SS4A Safety Action Plan, Prescott Valley, AZ | *Senior Engineer.* The goal of the Safety Action Plan is to develop a holistic, well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries for all road users. The project includes analysis of historical crashes, identification of high-risk locations and factors contributing to crashes, extensive public and stakeholder engagement, equity analysis, recommendations for policy and process changes, development of prioritized strategies to address needed safety improvements, implementation support, and preparation of an SS4A implementation safety grant application.

ADOT, Strategic Highway Safety Plan (SHSP) and Active Transportation Safety Action Plan (ATSAP), Statewide, AZ | *Senior Engineer.* The SHSP and ATSAP aim to reduce fatalities and serious injuries on Arizona's roads by collaborating with traffic safety partners statewide. Public and stakeholder input, along with Arizona's first Vulnerable Road User Safety Assessment, informed improvement strategies. SHSP focuses on statewide policies and countermeasures for five emphasis areas, while ATSAP targets pedestrian and bicyclist safety at key locations on the State Highway System with specific improvement plans and costs. Support activities include preparing the HSIP Implementation Plan, developing federally required safety targets, and managing SHSP implementation teams.

Wasatch Front Regional Council (WFRC), Wasatch Front Area SS4A Comprehensive Safety Action Plan (CSAP), Salt Lake City, UT | ***Project Engineer.*** The Wasatch Front Regional Council (WFRC) retained Kimley-Horn to complete a CSAP, which is a holistic, well-defined strategy to reduce fatalities and serious injuries in the Wasatch Front region. The CSAP analyzes safety needs, identifies high-risk locations and crash factors, and prioritizes strategies, using critical crash rate screening and risk analysis of roadway data for several geographic focus areas. The SAP includes a regional safety commitment and meets eligibility requirements for federal SS4A implementation grants.

Michael Grandy, PE, RSP
Public/Stakeholder Engagement

EDUCATION AND TRAINING:

Masters, Civil Engineering, Brigham Young University

Bachelors, Civil Engineering, Brigham Young University

REGISTRATIONS:

RSP (#1,046) (2022)

PE in AZ (#43294) (2005)

PROFESSIONAL ORGANIZATIONS:

Institute of Transportation Engineers (ITE), Member

American Planning Association (APA), Member

TIME WITH FIRM:

22 years | 22 Total Experience

SUMMARY:

Michael brings 22 years of road safety and traffic engineering experience. His project expertise includes safety plans, crash analysis, data-driven prioritization of infrastructure investments, and improvements that focus on pedestrians and bicyclists. Michael has worked on several projects with the City of Buckeye staff and is a recognized safety expert in Arizona. He also has experience working on safety plans in other states such as Utah, Nevada, California, and Texas. Michael employs clear communication, quality control procedures, and collaborative decision-making to serve his clients well and ensure project objectives are met. He is known for being a good listener who can build consensus among people with varying backgrounds and viewpoints.

RELEVANT PROJECTS:

City of Tolleson, Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan (CSAP) Development, Tolleson, AZ | *Principal.* The goal of the CSAP is to develop a plan to substantially reduce and eventually prevent roadway fatalities and serious injuries within the City. The CSAP focuses on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The project includes extensive stakeholder and public involvement, safety data collection and analysis, policy review, equity considerations, development of a safety dashboard and toolkit, implementation strategies and projects, and a CSAP final report.

Prescott Valley, SS4A Safety Action Plan, Prescott Valley, AZ | *Project Manager.* The goal of the Safety Action Plan is to develop a holistic, well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries for all road users. The project includes analysis of historical crashes, identification of high-risk locations and factors contributing to crashes, extensive public and stakeholder engagement, equity analysis, recommendations for policy and process changes, development of prioritized strategies to address needed safety improvements, implementation support, and preparation of an SS4A implementation safety grant application.

ADOT, Strategic Highway Safety Plan (SHSP) and Active Transportation Safety Action Plan (ATSAP), Statewide, AZ | *Project Manager.* The SHSP and ATSAP aim to reduce road fatalities and serious injuries in Arizona by collaborating with traffic safety partners statewide. Public and stakeholder input, along with Arizona's first Vulnerable Road User Safety Assessment, shaped the strategies. SHSP focuses on statewide policies for five emphasis areas, while ATSAP targets pedestrian and bicyclist safety at key locations with specific improvement plans. Support activities include preparing the HSIP Implementation Plan, developing federally required safety targets, and managing SHSP implementation teams.

WFRC, Wasatch Front Area SS4A Comprehensive Safety Action Plan (CSAP), Salt Lake City, UT | *Project Engineer.* The Wasatch Front Regional Council (WFRC) retained Kimley-Horn to complete a CSAP, which is a holistic, well-defined strategy to reduce fatalities and serious injuries in the Wasatch Front region. The CSAP analyzes safety needs, identifies high-risk locations and crash factors, and prioritizes strategies, using critical crash rate screening and risk analysis of roadway data for several geographic focus areas. The SAP includes a regional safety commitment and meets eligibility requirements for federal SS4A implementation grants.

Kristen Faltz, AICP
Safety Planning & Equity Analysis

EDUCATION AND TRAINING:

Bachelors, Civil Engineering, University of Arizona

REGISTRATIONS:

AICP (#398333) (2024)

PROFESSIONAL ORGANIZATIONS:

American Planning Association (APA)

TIME WITH FIRM:

5 years | 5 Total Experience

SUMMARY:

Kristen is a transportation planner with five years of experience, specializing in multimodal planning, safety planning, and GIS. During her time with the firm, she has had extensive experience in multimodal planning and pedestrian and bicyclist safety efforts. Kristen has played a key role on several safety-related projects and has had extensive experience working with all levels of government to aid in plan development and public engagement efforts. Recently, Kristen has worked on the ADOT Vulnerable Road User Safety Assessment, reviewing safety conditions for pedestrians and bicyclists throughout the state and developing countermeasures to improve VRU safety. She excels at managing large datasets and analyzing public input and data to distill meaningful policy and project recommendations.

RELEVANT PROJECTS:

Prescott Valley, Safe Streets and Roads for All (SS4A) Safety Action Plan, Prescott Valley, AZ | *Project Planner.* The goal of the Safety Action Plan is to develop a holistic, well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries for all road users. The project includes analysis of historical crashes, identification of high-risk locations and factors contributing to crashes, extensive public and stakeholder engagement, equity analysis, recommendations for policy and process changes, development of prioritized strategies to address needed safety improvements, implementation support, and preparation of an SS4A implementation safety grant application.

Southeastern Arizona Governments Organization (SEAGO)/Sierra Vista Metropolitan Planning Organization (SVMPO), Transportation Safety Action Plan, Southeast Arizona, AZ | *Project Planner.* Kimley-Horn is supporting SEAGO and SVMPO in preparing a Transportation Safety Action Plan for four counties in southeastern Arizona (Cochise, Graham, Greenlee, and Santa Cruz) and each of the jurisdictions within them. Project goals include analyzing five-year crash data throughout the region, establishing goals and metrics to measure progress toward reducing fatalities, coordinating with statewide safety planning efforts, and recommending strategies to reduce fatal and serious injury crashes. The scope includes all elements required for an SS4A Safety Action Plan so that SS4A implementation grants can be pursued.

ADOT, Strategic Highway Safety Plan (SHSP) and Active Transportation Safety Action Plan (ATSAP), Statewide, AZ | *Project Planner.* The SHSP and ATSAP provide the vision, goals, and framework for reducing fatalities and serious injuries on Arizona's roadways by collaborating with traffic safety partners statewide to address identified safety emphasis areas. Extensive public and stakeholder outreach helped inform the development of improvement strategies, as did the development of Arizona's first Vulnerable Road User Safety Assessment. SHSP strategies focus on policies and general countermeasures that can be applied statewide to address five identified emphasis areas while ATSAP strategies focus on pedestrian and bicyclist safety at priority locations on the State Highway System through location-specific improvement concepts that have associated planning-level costs. Implementation support activities include the preparation of the Highway Safety Improvement Program (HSIP) Implementation Plan, the development of federally required safety targets, and the management of SHSP safety emphasis area implementation teams.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
Y2K ENGINEERING, LLC

[FEE PROPOSAL]

See following pages.

October 24, 2024 *revised*

John Willett, PE, PTOE
City Traffic Engineer
City of Buckeye - Engineering
530 W. Monroe Avenue
Buckeye, AZ 85326

Subject: Buckeye SS4A

Dear Mr. Willett:

Y2K Engineering, LLC. (Y2K) is pleased to submit this proposal to provide professional services to the city of Buckeye (the "City") for professional services for Transportation Safety Plan (TSP). Our scope and fee to provide services is based on the request for qualifications (RFQ) issued by the city of Buckeye in June 2024 and discussions with City staff. The services proposed in this scope of work shall be completed within **576 calendar days / June 30, 2026** for the total compensation not-to-exceed **$750,000.00**.

We look forward to the successful completion of this important SS4A-funded safety project.

If you have any questions or need additional information, please contact me at (602) 837-4968.

Sincerely,

Y2K Engineering, LLC.

Yung Koprowski

Yung Koprowski, PE, PTOE, RSP2
Project Manager

Exhibit A: Scope of Work
Exhibit B: Fee

EXHIBIT A – SCOPE OF WORK (SOW)

Y2K Engineering, LLC. shall herein be referred to as the **Prime** and the **City of Buckeye** shall herein be referred to as the **City.**

Background

The City was awarded by the US Department of Transportation $600,000.00 through the (FY) 2023 SS4A grant program to develop a Transportation Safety Plan (TSP). The City understands this is a reimbursement grant with 80% grant funds/20% local match, meaning the City has a $150,000.00 match. The reimbursements will follow the federal funding program requirements. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators.

The City's goal is to have a Transportation Safety Plan that develops a culture of safety through collaboration by helping Buckeye residents recognize that everyone has a role and responsibility for implementing this culture. The TSP will be the City's program for eliminating traffic deaths and serious injuries. The TSP will develop a process for identifying dangerous situations and locations in the City's street network, specific and broadly applicable remedies, and a system to prioritize the remedies based on effectiveness, efficiency, community priorities, and equity. It will also include a management structure that will take ownership of the TSP and ensure that the City implements its recommendations. The TSP will commit the City to minimize roadway casualties to a specific level, benchmarked with growth.

Upon completion of this project, the City will have a clear understanding of how to make investments in improving street safety. These investments will be made in the built environment as identified projects and as possible design changes to routine maintenance projects. In addition, the investments will be in changes to enforcement and education operations.

Alignment with SS4A Self-Certification:

The TSP is considered eligible for an SS4A application for an Implementation Grant if the following two conditions are met:

- You can answer "YES" to Questions 3, 7, and 9 in the SS4A Self-Certification Eligibility Worksheet; and
- You can answer "YES" to at least four of the six remaining Questions, 1, 2, 4, 5, 6, and 8.

Task 1: Project Management and Stakeholder Engagement

The Prime will manage the day-to-day process under the direction of the City project management team (PMT) and stakeholder working group (SWG). The Prime and City will work together to define members of the SWG. The Prime will prepare a Project Management Plan for oversight and administrative tasks required to support project needs including client and subconsultant coordination, project schedule, review times, quality control, monthly progress reports, and invoicing. This will also include a detailed 3 month look ahead for task and subtask management, prepared every 3 months for the duration of the project.

The meetings include a project kick-off meeting (1) with the PMT and subconsultants, PMT meetings every three weeks (26), and bimonthly SWG meetings (8). SWG meetings may be scheduled to coincide with outreach events, ensuring stakeholders review materials and provide feedback at key milestones in advance of wider public or executive level input.

It is anticipated that the SWG will meet to review the following:

1. December 2024 – Review of project management plan and public engagement plan
2. January/February 2025 – Crash data and baseline analysis, goal setting
3. April 2025 – Summary of Phase 1 Public Engagement, High Risk Network
4. June 2025 – Review of Proposed Strategies and Prioritization Methodology
5. August 2025 – Recommended Policy and Process Changes
6. September 2025 – Project Selections
7. October 2025 – Summary of Phase 2 Public Engagement, Performance Metrics
8. December 2025 – Draft Final Transportation Safety Plan

The Prime will facilitate goal setting during SWG Meeting #2 to establish a commitment by the City to either setting a target date to reach zero fatalities OR setting one or more targets, benchmarked with growth, to minimize roadway fatalities and serious injuries.

Project presentations, materials, graphics, and documents will follow a color palette and branding developed by the Prime and as determined by the City and any other supporting templates for project development.

Agendas and minutes will be prepared to track decisions, next steps, and action items. Monthly progress reports and invoices will be prepared and submitted to the City of Buckeye Project Manager. These reports will provide a detailed overview of the project's status and milestones achieved. The PMT meeting minutes will include a running decision log.

Alignment with SS4A Self-Certification:

The work performed in Task 1 will result in partially answering "YES" to Question 1 (Goal Setting) and answering "YES" to Question 2 (Planning Structure).

Deliverables:

- Project Management Plan with schedule
- Three-month detailed schedules (5)
- PMT progress meetings (virtual) (26)

- Bimonthly SWG meetings (in-person) (8)
- Agendas, Minutes, Presentations and Supportive Materials
- Monthly invoices and progress reports that meet City and FHWA requirements

Task 2: Engagement and Collaboration

Development of the TSP will include robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration will be analyzed and incorporated into the TSP. Coordination with overlapping jurisdictions including the Maricopa Association of Governments, Maricopa County Department of Transportation, and Arizona Department of Transportation (ADOT) will be incorporated in the process. The TSP and proposed processes will be coordinated and aligned with other governmental plans and planning processes to the extent practical.

The Prime will develop a Public Engagement Plan (PEP) with City Staff to engage all community members, especially underrepresented groups. A stakeholder assessment will identify groups and preferred engagement methods, ensuring our outreach aligns with community schedules and needs.

We'll provide feedback in practical formats, combining quantitative and qualitative insights. Our team will utilize subscription-based engagement platforms such as Social Pinpoint to facilitate distribution of electronic surveys and mapping tools in multiple languages.

Three-Phase Public Outreach:

- Phase 1: Using feedback from the city's previous planning efforts, this phase will focus on assessing Buckeye's current transportation safety and mobility concerns. Activities include launching a project website, sharing information about the TSP, conducting an online survey and interactive map (like Social Pinpoint), and hosting pop-up events to engage the community, especially targeting "hard-to-reach" populations.
- Phase 2: This phase gathers input from the public on safety strategies.
- Phase 3: This phase involves presenting to City Council and making the draft plan available online. We'll provide the public with a call to action (e.g. safety pledge).

Table 1 – Public Engagement Tools & Tactics

Phase I January/February 2025	Phase II May or September 2025	Phase III January/February 2026
Brand Package Development	Social PinPoint Survey	Website Management
Social PinPoint Survey	Website Update	Post Final Plan Publicly
Website Launch w Pin Map	Fact Sheet Update	Pledge Forms
Fact Sheet	Virtual Community Meeting	Phase III Engagement Summary
Virtual Community Meeting	Attendance at Community Events	Online Comments Matrix
Attendance at Community Events	Social Media Posts / Newsletters	
Social Media Posts / Newsletters	Final Summary Report	

Website: The Prime will provide project content for the Buckeye TSP project website (e.g. SocialPinPoint). Up to four (4) website updates will be provided: project kick off, phase 1 public engagement, phase 2 public engagement, and phase 3 public engagement. The project website will be hosted by the City. Translation of text posted on webpage will be provided through the website.

Pop-up Events or Existing Event Support: The Prime will provide engagement materials (boards/surveys/questionnaires/info sheets) for two phases of community touchpoints and the City and/or partner agencies will conduct these. The Prime will provide attendance at up to five events for Phase 1 and Phase 2 (10 total), with up to two staff per event for a period not lasting more than 4 hours. The Prime will provide the following materials for events:

- (Phase 1 and 2) Bookmarks: 2,500
- (Phase 1 and 2) Stickers: 500
- (Phase 1 and 2) Sticky notes/Pencils: 1,200
- (Phase 1 and 2) Fact Sheet, 600 English, 200 Spanish ; double-sided, color, #28 paper
- (Phase 2) Social Media Selfie Frames, 2 designs - 1 of each design; foam board, size 29"X40", color
- (Phase 2) Safety Strategies Feedback Posters, 2 boards, size 30" X 40", foam board
- (Phase 3) Pledge Sheets, 400 English, 100 Spanish, 2 designs – 1 set of each design, single-sided, color, #20 paper

Pop up tents, tables, chairs, and booth décor (e.g. tablecloth) will be provided by the City or event organizer. Coordination of events and attendees, including vendor fees, will be the responsibility of the City.

Alignment with SS4A Self-Certification:

The work performed in Task 2 will result in answering "YES" to Question 4 (Engagement and Collaboration).

Deliverables:

- Draft and Final Public Engagement Plan
- Up to four (4) website updates that include project kick-off, two (2) updates that coincide with the two phases of engagement, and an update for the final plan recommendations and safety pledge (Phase 3).
- Three (3) phases of public engagement that includes: development of online engagement tools, coordination of virtual meeting location/times, format, and invitations; in person event materials: fact sheets, giveaways, boards.
- Three (3) public involvement summaries, one for each phase, to be integrated into associated project documents. These will include the raw data from community engagement/feedback.
- Attendance by up to two staff at up to 10 total in-person events with a duration of not more than 4 hours each.

Task 3: Data Collection and Review

Safety Analysis

The Prime will perform an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across Buckeye's planning area. This analysis will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, people bicycling, people under 18, people over 65, rural vs. urban and areas that are in transition, etc.).

Based on our data-driven analysis, we will create a multi-layered geospatial High Injury Network (HIN) to identify hotspots for injury crashes in Buckeye. Using geospatial data, the HIN will highlight areas with a high frequency of serious injury and fatality crashes, weighted by an Equivalent Property Damage Only (EPDO) score. The assessment will include signalized and unsignalized intersections, arterial segments, and specific areas of interest. We will dynamically display the HIN using an online ArcGIS storymap or ArcGIS Experience Builder. Identifying these high-risk areas is important for making informed decisions about targeted safety improvements.

The Prime will collaborate with City staff to develop a methodology to develop a high-risk network (HRN). The methodology developed for this project will be based on best practices identified from federal grant requirements, a review of recent, Safe System-focused safety plans, as well as considerations in the Arizona Highway Safety Improvement Program (HSIP) Manual. USDOT outlines the type of safety analysis to be performed for Safe Streets and Roads for All (SS4A) grant funded TSPs. This includes an analysis of the following:

- Analysis of existing conditions and historical trends involving fatalities and serious injuries
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types
- Analysis of systemic and specific safety needs (e.g., high-risk road features or specific safety needs of relevant road users)
- Geospatial identification of higher risk locations

To the extent practical, the analysis will include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk segments and intersections will be developed (a HRN or equivalent).

The HRN methodology will be aligned with key proactive metrics to:

- Minimize citywide intersection and roadway segment severe collision rates
- Minimize per capita bicycle and pedestrian collision occurrences
- Set performance metrics that align with rapidly changing population growth

In addition to collision data, the HRN methodology uses the following contextual datasets:

- City of Buckeye Centerline Feature Class (FC)
- USDOT ETC Disadvantaged Community data at the census tract level
- Roadway and contextual factors related to roadway segments, intersections, zoning, and schools from the City

Focus Areas

The trends and patterns identified in our analysis will serve as a roadmap for potential focus areas in Buckeye's TSP. This could include vulnerable road users (pedestrians, bicyclists, and motorcyclists), vulnerable age (under 18 or over 65), and behavioral considerations (such as impairment). Our analysis will provide the foundation for developing data-driven strategies and countermeasures, encompassing policy, program, and practice actions that prioritize safety in all road-related decisions. A large portion (16%) of Buckeye's population is age 10 to 19. We may find that these soon-to-be drivers and inexperienced drivers need additional resources.

Equity Analysis

A transportation equity review will be conducted to assess the impact of current transportation systems on all users, particularly underserved and underrepresented communities. In line with FHWA expectation, we utilize tools such as the USDOT Equitable Transportation Community (ETC) Explorer to identify disadvantaged areas and analyze related vulnerabilities. The findings will inform our public engagement activities in Task 2 and be integrated into the implementation of strategies. Initial review using that tool indicates approximately 13% of Buckeye falls within a disadvantaged census tract.

Alignment with SS4A Self-Certification:

The work performed in Task 3 will result in answering "YES" to Question 3 (Safety Analysis) and 5 (Equity Considerations).

Deliverables:

- Safety Analysis Technical Memorandum
- High Risk Network Methodology Memorandum
- HIN and HRN GIS online maps
- Equity Technical Memorandum

Task 4: Effective Safety Countermeasures

When it comes to safety countermeasures, Y2K adopts a resource-centric approach. Regularly involved in safety projects, we remain at the forefront of industry best practices and new standards. We maintain an extensive internal library of countermeasures and strategies, continuously updated through attendance at industry events, reading articles, and reviewing the latest research. Our resource library includes materials from prominent organizations such as the Federal Highway Administration (FHWA), National Cooperative Highway Research Program (NCHRP), National Highway Traffic Safety Administration (NHTSA), and the Institute of Transportation Engineers (ITE), as well as state, regional, and peer agency resources. Each resource is carefully selected for its relevance and potential to address the specific traffic safety challenges.

Y2K supports the Safe Systems approach by identifying strategies and countermeasures that extend beyond engineering solutions, addressing education, enforcement, and policy needs to propose a well-rounded approach to improving safety in Buckeye.

We have strategically partnered with Kimley Horn to serve as a liaison with other agencies that will need to collaborate with Buckeye for this plan. Kimley Horn's established relationships with Maricopa County and ADOT, developed through their work on the statewide safety plan, will help ensure that our recommendations and countermeasures are seamlessly integrated across county islands and ADOT facilities.

The team will compile a library of proven safety countermeasures, organizing the infrastructure strategies into distinct categories based on the FHWA Safe System Roadway Design Hierarchy:

- **Tier 1:** Eliminate Severe Conflicts
- **Tier 2:** Implement Speed Management
- **Tier 3:** Manage Conflicts in Time
- **Tier 4:** Enhance Attentiveness and Awareness

The team will lead a two-hour in-person workshop to review the library of safety countermeasures and prioritize those most applicable and feasible for the City, considering its limited resources, policies, and community acceptance.

The team will design a Strategy Toolbox including up to 30 infrastructure and non-infrastructure strategies as an interactive, user-friendly document or digital tool, allowing City staff to filter strategies by crash type, roadway context, cost, and implementation timeline. Each strategy will include:

- Description and use case scenarios
- Estimated costs and potential funding sources
- Supporting research (Crash Modification Factors, FHWA Proven Safety Countermeasures)
- Supporting resources / tools publicly available

- Implementation considerations (timeline, regulatory requirements, and feasibility)

Alignment with SS4A Self-Certification:

The work performed in Task 4 will result in partially answering "YES" to Question 4 (Intra-governmental collaboration) and partially answering "YES" to Question 7 (Strategy Selections).

Deliverables:

- Safety Countermeasures Matrix
- Workshop to refine Countermeasures
- Strategy Toolbox

Task 5: Process Development and Project List

We will utilize the HRN to identify the top 5% of high-risk areas as potential projects. The team will develop a comprehensive project implementation matrix for Buckeye's safety plan to categorize potential projects, applicable strategies, and recommendations. The implementation matrix will have information about time ranges for when projects and strategies will be deployed, and an explanation of the project prioritization criteria.

Policy and Process Changes

The team will conduct an in-depth assessment of Buckeye's existing transportation programs, policies, and activities to establish a comprehensive understanding of the current state of transportation safety, focusing on the structural and policy elements that impact safety outcomes. This review will cover key city functions, including planning, engineering, traffic operations, maintenance, public safety, and communications.

The team will prepare a Baseline Transportation Safety Assessment memorandum detailing the current state of Buckeye's transportation safety, including program inventories, policy reviews, and an analysis of existing conditions across planning, engineering, traffic operations, maintenance, public safety, and communications.

The team will prepare a Gap Analysis and Recommendations memorandum identifying key safety gaps within existing programs, policies, and activities, with actionable recommendations for modifications, enhancements, and new initiatives.

A strategic City Safety Policy and Implementation Strategy memorandum recommending safety-focused policies, procedures, and practices for use by all city departments will be developed, complete with implementation steps, timelines, and responsible parties.

Criteria and scoring rubrics for evaluating the safety impact of various projects, programs, and activities will be developed, helping prioritize safety investments across the City's planning and development efforts.

Alignment with SS4A Self-Certification:

The work performed in Task 5 will result in answering "YES" to Question 6 (Policy and Process Changes) and "YES" to Question 7 (Strategy and Project Selections).

Deliverables:

- Project Implementation Matrix
- Baseline Transportation Safety Assessment Memorandum
- Gap Analysis and Recommendations Memorandum
- City Safety Policy and Implementation Strategy Memorandum
- Safety Project Evaluation Criteria
- HRN and Systemic Projects

Task 6: Transportation Safety Plan

In this phase, Y2K will synthesize findings from preceding tasks to draft the initial version of Buckeye's Transportation Safety Plan (TSP). This draft, presented digitally as a PDF, will undergo review and feedback from the PMT. We will thoughtfully integrate the PMT's input to refine the final version, ensuring it becomes a concise, visually compelling report that policymakers and stakeholders can easily grasp.

Quantitative and qualitative performance measures will be drafted based on the established focus/ emphasis areas connected to the strategies and solutions toolbox. The performance measures will utilize existing data sources and provide suggestions for new data to evaluate.

Specific performance metrics could include:

- Number of countermeasures implemented (i.e., miles of bicycle and pedestrian facility gaps closed)
- Total funding secured for future countermeasures
- Number of total collisions or number of fatal and severe injury collisions segmented by mode, demographic, and community to ensure equitable outcomes
- Before and after studies at targeted locations
- Speed and speed limit compliance
- Perception of safety and community feedback

Key highlights of the finalized report will encompass:

- Clear and visually engaging content presentation using graphical elements and text
- A user-friendly format for easy comprehension
- Thorough exploration of broader implications across policies, programs, practices, strategies, infrastructure projects, funding recommendations, and other crucial aspects

Alignment with SS4A Self-Certification:

The work performed in Task 6 will result in answering "YES" to Question 8 (Progress and Transparency) and documenting answers to all other questions completed through work of previous tasks.

Deliverables:

- Develop Performance Measures
- Draft TSP
- Draft Final TSP with Appendices delivered no later than December 1, 2025
- SS4A Eligibility Worksheet (preliminary)

Task 7: Final Plan Adoption and SS4A Implementation Grant

To ensure the successful adoption of the TSP by the City Council, Y2K will collaborate closely with City staff, offering expert technical assistance in preparing a City Council staff report for the Buckeye SS4A TSP. Our team will also be available to attend up to two City Council meetings.

Prime will prepare a 2026 SS4A Corridor Implementation Grant based on the USDOT Notice of Funding Opportunity (NOFO) anticipated to be released in 2026. The work effort is anticipated to include the following:

- Meetings to review SS4A grant criteria, decision making on which grant to apply for
- Participation in FHWA SS4A webinars
- Project development and cost estimation
- Coordination on funding amount desired
- Identification of strategies associated with proposed project types
- Review of safety effectiveness for selected project types
- Field visit to collect photos for inclusion
- Crash summaries of project locations (leading crash types, characteristics)
- Equity analysis of selected SS4A project types
- Focused Effectiveness & Application Score Figure – tailored to only strategies in grant application
- Review of climate, sustainability, and economic competitiveness
- Coordination on project delivery planning and readiness

- Draft grant application
- Review of comments, revisions
- Final grant application
- Development of Supplemental Estimated Budget, separation of funding categories

Deliverables:

- City Council Presentations
- Final TSP with Appendices (adopted)
- SS4A Eligibility Worksheet (final)
- SS4A 2026 Corridor Implementation Grant

Task 8: Post Plan Services

Prime will conduct Phase 3 outreach activities as detailed in Task 2 and support City staff in early implementation action items.

Deliverables:

- To be determined.

Table 2 – Summary of Project Tasks and Deliverables

Tasks	Task Description	Deliverables
Task 1	Project Management	Project Management Plan
		Detailed quarterly schedules (5)
		Project Management Team meetings (virtual) (26)
		Stakeholder Working Group meetings (virtual)
		Agendas, Minutes, Presentations, and Supportive Materials
		Monthly invoices and progress reports
Task 2	Engagement and Collaboration	Draft & Final Public Engagement Program (PEP)
		Website updates (4)
		Public Involvement Phases (3), including printed material and giveaways
		Public Involvement Phase Summaries (3)
		Attendance at in-person events (10)
Task 3	Data Collection and Review	Safety Analysis Technical Memorandum
		High Risk Network Methodology Memorandum
		HIN and HRN GIS online Maps
		Equity Technical Memorandum
Task 4	Effective Safety Countermeasures	Safety Countermeasures Matrix
		Workshop to Refine Countermeasures
		Strategy Toolbox
Task 5	Process Development and Project List	Project Implementation Matrix
		Baseline Transportation Safety Assessment Memorandum
		Gap Analysis and Recommendations Memorandum
		City Safety Policy and Implementation Strategy Memorandum
		Safety Project Evaluation Criteria
		HRN and Systemic Projects
Task 6	Transportation Safety Plan	Develop Performance Measures
		Draft TSP
		Draft Final TSP with Appendices
		SS4A Eligibility Worksheet (Preliminary)
Task 7	Final Plan Adoption and SS4A Implementation Grant	City Council Presentations
		Final TSP with Appendices (adopted)
		SS4A Eligibility Worksheet (final)
		SS4A 2026 Corridor Implementation Grant
Task 8	Post Plan Support and Outreach Services	TBD

EXHIBIT B – FEE ESTIMATE

Table 3 – Summary of Project Tasks and Fee

Tasks	Task Description	Fee
Task 1	Project Management and Stakeholder Engagement	$111,515
Task 2	Engagement and Collaboration	$98,650
Task 3	Data Collection and Review	$99,880
Task 4	Effective Safety Countermeasures	$84,310
Task 5	Process Development and Project List	$161,300
Task 6	Transportation Safety Plan	$98,120
Task 7	Final Plan Adoption and SS4A Implementation Grant	$46,345
Task 8	Post Plan Support and Outreach Services	$49,880
	Grand Total	$750,000

FIRM: **Y2K Engineering, LLC.**
PROJECT: **City of Buckeye SS4A Transportation Safety Plan (TSP)** **10/24/2024**
PROJECT NO:

ESTIMATED STAFF HOURS

TASK	Principal	Project Manager / Engineer III	Engineer IV	Planner IV	Planner III	Designer III	Designer I	Graphic Designer	TOTAL FEES
	$265.00	$210.00	$225.00	$210.00	$180.00	$165.00	$135.00	$120.00	
Task 1 - Project Management									**$64,715.00**
1.1 PMP, Detailed Schedules (5), Invoices, Progress Reports	27	27	0	0	54	0	0	0	$22,545.00
1.2 PMT Progress Meetings (Virtual) (26)	26	32	0	0	32	0	0	0	$19,370.00
1.3 SWG Meetings (In-person) (8)	48	48	0	0	0	0	0	0	$22,800.00
Task 2 - Engagement and Collaboration									**$88,650.00**
2.1 PEP, Branding, Phase 1 Public Engagement (5 events)	6	8	0	138	0	50	0	16	$42,420.00
2.2 Phase 2 Public Engagement (5 events)	6	8	0	90	0	40	0	16	$30,690.00
2.3 Phase 3 Public Engagement	6	8	0	46	0	10	0	8	$15,540.00
Task 3 - Data Collection and Review									**$89,880.00**
3.1 Safety Analysis	6	20	0	0	12	30	50	0	$19,650.00
3.2 High Risk Network and Focus Areas	24	60	0	0	24	100	80	0	$50,580.00
3.3 Equity Analysis	6	20	0	0	12	30	50	0	$19,650.00
Task 4 - Effective Safety Countermeasures									**$37,510.00**
4.1 Safety Countermeasures	10	16	0	0	0	32	0	0	$11,290.00
4.2 Agency Coordination	6	6	0	0	0	0	0	0	$2,850.00
4.2 Strategy Toolbox	18	30	0	0	0	50	30	0	$23,370.00
Task 5 - Process Development and Project List									**$109,900.00**
5.1 Project Implementation Matrix	6	32	0	0	8	80	30	0	$27,000.00
5.2 Baseline Transportation Safety Assessment	20	32	0	0	8	20	30	0	$20,810.00
5.3 Gap Analysis and Recommendations	10	24	0	12	8	20	0	0	$14,950.00
5.4 City Safety Policy and Implementation Strategy	24	45	30	12	8	50	30	0	$38,820.00
5.5 Safety Project Evaluation Criteria	4	8	0	4	8	20	0	0	$8,320.00
Task 6 - Transportation Safety Plan									**$98,120.00**
6.1 Plan Framework and Draft TSP	32	60	0	30	60	60	40	30	$57,080.00
6.2 Performance Measures	6	0	0	20	40	60	0	0	$22,890.00
6.3 Draft Final TSP and SS4A Eligibility Worksheet	6	18	0	18	24	24	0	6	$18,150.00
Task 7 - Final Plan Adoption and SS4A Implementation Grant									**$46,345.00**
7.1 City Council Presentations	12	12	0	0	12	0	0	0	$7,860.00
7.2 Final TSP and SS4A Eligibility Worksheet	2	4	0	6	6	6	0	1	$4,820.00
7.3 2026 SS4A Implementation Grant	8	24	16	32	57	0	35	10	$33,665.00
Task 8 - Post Plan Support and Outreach Services									**$49,880.00**
8.1 Support City Staff in Early Implementation Action Items	8	32	0	32	24	100	100	0	$49,880.00
TOTAL HOURS	327	574	46	440	397	782	475	87	3128
TOTAL FEES	**$86,655.00**	**$120,540.00**	**$10,350.00**	**$92,400.00**	**$71,460.00**	**$129,030.00**	**$64,125.00**	**$10,440.00**	**$585,000.00**

Y2K Services	**$585,000.00**
Kimley-Horn (Tasks 1, 4 & 5 Engineering Services)	$145,000.00
Engineering Mapping Solutions (Geospatial Mapping)	$10,000.00
Direct Expenses (Public Involvement)	$10,000.00
Subconsultants & Direct Expenses	**$165,000.00**
Total Not-To-Exceed Fee	**$750,000.00**

Kimley»Horn

October 21, 2024

Yung Koprowski, P.E., PTOE, RSP_2
Principal
Y2K Engineering, LLC
1921 S. Alma School Road,
Mesa, AZ 85210

Re: City of Buckeye: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan Support

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to support Y2K Engineering, LLC, with the development of the City of Buckeye's Comprehensive Safety Action Plan. This scope of services provided by Kimley-Horn is based on our discussions with you.

Kimley Horn will support the development of safety strategies, lead coordination with ADOT and MCDOT, and identify gaps in the City's development processes and engineering standards.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael Grandy

Michael Grandy, P.E., RSP_1
Sr. Project Manager/Vice President

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Kimley-Horn (KH) will conduct the following project management and coordination activities:

- Conduct monthly coordination calls with Y2K project manager (up to 24 virtual meetings)
- At the request of Y2K, KH staff will attend meetings with the City or the stakeholder working group meetings. The scope assumes two KH staff will attend each meeting. The scope assumes the following meetings: project kick-off meeting (in-person meeting), PMT meetings (KH to attend up to 10 virtual meetings), and bimonthly stakeholder working group (SWG) meetings (8 in-person meetings)
- Set up a ShareFile site, if needed, for electronic transfer of files between the Y2K and Kimley-Horn
- Monitor KH's progress to date against project budget, schedule, and invoicing
- Prepare monthly invoices and submit them electronically

Deliverables: *Coordination calls, meeting attendance, monthly invoices*

TASK 4: EFFECTIVE SAFETY COUNTERMEASURES

KH will support Y2K in the development of safety countermeasures and recommendations.

This support includes KH leading the coordination with MCDOT and ADOT regarding safety countermeasures and recommendations developed for or across ADOT facilities (SR 85 and I-10) and MCDOT facilities (county roads and islands). The scope assumes 7 meetings for this coordination: 4 meetings with ADOT (2 in-person meetings and 2 virtual meetings) and 3 meetings with MCDOT (2 in-person meetings and 1 virtual meeting), along with a workshop with the City and invited stakeholders to refine countermeasures.

KH will compile a matrix of proven safety countermeasures, organizing the infrastructure strategies into distinct categories based on the FHWA Safe System Roadway Design Hierarchy:

- **Tier 1:** Eliminate Severe Conflicts
- **Tier 2:** Implement Speed Management
- **Tier 3:** Manage Conflicts in Time
- **Tier 4:** Enhance Attentiveness and Awareness

KH will develop preliminary planning-level cost estimates for up to 30 infrastructure and non-infrastructure strategies using cost information from prior projects that implemented those strategies, where available.

KH will review and provide comments on the strategy toolbox developed by Y2K that includes up to 30 infrastructure and non-infrastructure strategies as an interactive, user-

friendly document or digital tool, allowing City staff to filter strategies by crash type, roadway context, cost, and implementation timeline. Each strategy will include:

- Description and use case scenarios
- Estimated costs and potential funding sources
- Supporting research (Crash Modification Factors, FHWA Proven Safety Countermeasures)
- Supporting resources / tools publicly available
- Implementation considerations (timeline, regulatory requirements, and feasibility)

Deliverables:

- *ADOT and MCDOT coordination calls, meeting attendance, agendas, and notes*
- *Safety countermeasures matrix*
- *Planning-level cost estimates of up to 30 strategies*
- *Review of strategy toolbox of up to 30 strategies*

TASK 5: PROCESS DEVELOPMENT AND PROJECT LIST

KH will conduct an in-depth assessment of Buckeye's existing transportation programs, policies, and activities to understand the current state of transportation safety. This review will focus on the structural and policy elements, including planning, engineering, traffic operations, maintenance, public safety, and communications. The assessment findings will be summarized.

KH will develop the sections of the Baseline Transportation Safety Assessment memorandum that summarize the findings of the assessment of the city's existing policies regarding planning, engineering, traffic operations, maintenance, public safety, and communications. Y2K will be responsible for the remainder of the Baseline Transportation Safety Assessment memorandum.

KH will prepare a Gap Analysis and Recommendations memorandum identifying key safety gaps within existing programs, policies, and activities and making actionable recommendations for modifications, enhancements, and new initiatives.

KH will review and provide comments on the City Safety Policy and Implementation Strategy memorandum developed by Y2K that will recommend safety-focused policies, procedures, and practices for all city departments.

Deliverables:

- *Sections of the Baseline Transportation Safety Assessment memorandum*
- *Gap Analysis and Recommendations memorandum*
- *Review of City Safety Policy and Implementation Strategy memorandum*

FEE

Kimley-Horn will perform the services in Tasks 1, 4, and 5 for a total lump sum fee of **$145,000**, including labor and expenses. The detailed fee proposal is in the following table.

Individual task amounts are for information only. Lump sum fees will be invoiced monthly based on the overall percentage of services performed.

CONSULTANT DIRECT LABOR FEE		
TASK DESCRIPTION		**SUBTOTAL**
Task 1: Project Management	**$**	**46,800**
Coordination calls (up to 24 virtual meetings, 1hr/meeting, 1 person)	$	6,840
Kick-off meeting (1 in-person meeting, 4 hours, 2 people)	$	2,160
PMT meetings (up to 10 virtual meetings, 1.5 hr/meeting, 2 people)	$	8,100
SWG meetings (up to 8 in-person meetings, 4 hours, 2 people)	$	17,280
Other project management activities	$	12,420
Task 4: Effective Safety Countermeasures	**$**	**46,800**
ADOT coordination meetings (up to 2 in-person & 2 virtual meetings)	$	7,350
MCDOT coordination meetings (up to 2 in-person & 1 virtual meeting)	$	5,880
Countermeasure workshop (1 in-person workshop, 4 hours, 2 people)	$	2,160
Safety countermeasures matrix	$	7,920
Planning-level cost estimates (up to 30 strategies)	$	12,210
Review of strategy toolbox (up to 30 strategies)	$	11,280
Task 5: Process Development and Project List	**$**	**50,520**
Review of existing policies and processes	$	15,750
Sections of Transportation Safety Assessment memorandum	$	12,150
Gap Analysis and Recommendations memorandum	$	14,160
Review of City Safety Policy and Implementation Strategy memorandum	$	8,460
SUBTOTAL KIMLEY-HORN DIRECT LABOR FEE	**$**	**144,120**
EXPENSES		
Travel	$	880
SUBTOTAL KIMLEY-HORN EXPENSES	**$**	**880**
KIMLEY-HORN CONTRACT TOTAL	**$**	**145,000**

Proposal

Ms. Denise Baker, PE, PhD, RSP
Y2K Engineering
1921 S. Alma School Rd, Suite 204
Mesa, AZ 85210

Engineering Mapping Solutions

October 16, 2024

RE: GIS Services – Town of Buckeye Comprehensive Action Plan

Engineering Mapping Solutions, Inc (EMS) appreciates the opportunity to provide this proposal for Professional Services in support of the City of Peoria Crash Reporting Project.

This proposal provides for ad-hoc services provided on a time and material basis in support of GIS-centric tasks needed in support of Y2K services. Services provided under this agreement will be on a task-by-task basis. Examples of tasks provided by EMS include (but not limited to):

Support the identification of road network characteristics of crashes: Crash data for Buckeye has been gathered up to 2023 and this task identifies road characteristics of where those crashes are located.

- Assign the attributes (street classification, number of lanes on the road, presence of bike facility, distance to the nearest sidewalk, surrounding land use, etc.)
- Identify crash patterns associated with each factor.
- Other considerations include land use (available on Buckeye open data), street classification, number of lanes, speed limit (all from centerlines), presence of bike facility (from a MAG bikeway layer), distance to nearest crosswalk (for ped crashes - may not have crosswalk location data), distance to the nearest intersection.
- This will depend on the data that Buckeye has available and what Y2K can gather.

Create a High-Risk Network (HRN): Similar to a High Injury Network, a High-Risk Network identifies locations where safety investments can be prioritized. To create an HRN the anticipated steps include:

- Identify risk factors - Y2K will identify which road characteristics are associated with higher shares of injury including up to 10 factors identified. The GIS layers for the factors would be the same as the ones gathered and used in the step above.
- Identify the segments where those factors are present. The segment layer includes additional columns with yes/no to whether that factor is present.
- The HRN encompasses a crash frequency component such as the number of fatal and serious injury crashes on the segment, or the number of crashes involving a

pedestrian or a bicycle. The exact criteria for the crash frequency inclusion will depend on further data analysis to be developed. The criteria and the data necessary for the inclusion as a factor will be provided by Y2K.

- The HRN may encompass some sort of intersection analysis that is separate from the segments.
- The number of factors present in each segment will be calculated and shown on a map. The segments (and potentially intersections) above a threshold to be determined by the city will constitute the High-Risk Network.
- We will request the GIS mapping packages so we can reproduce maps with the layers calculated.

Fees

Tasks will be further identified by Y2K; the anticipated labor will be agreed upon prior to commencing. Depending upon the task, various resources will be employed at the following direct labor rates:

Service	Rate	Hours	Subtotal
PE – Principal Engineer	$ 135.00	6	$810
Database Analyst	$ 110.00	11	$1,210
Senior GIS Technician	$ 95.00	84	$7,980

Targeted Budget

EMS proposes not-to-exceed **$10,000** for services to be delivered during the project for all ad-hoc tasks. We welcome your review of this proposal and look forward to any questions you may have. Please do not hesitate to contact me directly should you need further clarification.

EMS Consulting Group
Engineering Mapping Solutions, Inc.

Phil Ponce

Phil Ponce, PE
Vice President

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.G. FIN - Council to approve, accept, and carry out the terms and conditions of the Agreement between the State of Arizona through the Department of Public Safety and the City of Buckeye for Law Enforcement Recruitment and Retention Initiatives Funding.
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
City Council to take action on the approval, acceptance, and execution of a $150,000 grant award Agreement between the State of Arizona through the Department of Public Safety and the City of Buckeye for Law Enforcement Recruitment and Retention Initiatives Funding; authorize the City Manager to execute and deliver said Agreement; and authorize and direct the City Manager, City Attorney, and City Clerk to execute any and all documents and any other necessary or desirable instruments connected with the Law Enforcement Recruitment and Retention Initiatives Funding grant award, and to take all steps necessary to carry out the purpose and intent of the Agreement.

SUMMARY

PROJECT DESCRIPTION:
The Arizona Department of Public Safety agrees to transfer $150,000 to the City, upon execution of the Agreement. In consideration for the Grant Funds, the City will procure recruitment and retention services and software from a vendor that does all of the following:

1. Offers performance coaching services facilitated by qualified coaches who have been trained or vetted by current or former instructors of the Federal Bureau of Investigation National Academy,
2. Provides accessible coaching services through an online platform, which offers a wide array of coaching options and subject areas for law enforcement professionals,
3. Includes analytics to measure the impacts of recruitment and retention services, including assessments of individual officer or employee performance,
4. Offers a comprehensive recruitment audit and training program designed specifically for agency recruiters,
5. Provides software or technology solutions to support a variety of recruitment and retention activities within law enforcement agencies,

as set forth in the funding legislation. Laws 2024, Chapter 209, Section 9.

BENEFITS:

The Buckeye Police Department (**BPD**), like many law enforcement agencies across the Nation, are facing recruitment and retention issues. This grant award will support Buckeye Police Department's efforts to (i) evaluate their recruitment and retention process and (ii) determine areas of improvement to help solve the staffing shortage that the BPD faces. The funding will provide services and software for

BPD recruiting personnel and command staff to support a variety of recruitment and retention activities, as well as track employee performance. The Buckeye Police Department anticipates a more streamlined recruitment process to quickly fill vacancies, as well as increase the number of employees retained to reduce the number of future vacancies.

FUTURE ACTION:
After the agreement ends, the BPD will evaluate the success of the project to determine if they would like to continue receiving services and software from the vendor, in which the funding will need to be budgeted in BPD's General Fund operating budget, unless future grant opportunities arise, in which the Grants Team will pursue.

FINANCIAL IMPACT STATEMENT:
The Agreement funds $150,000 for Law Enforcement Recruitment and Retention Services and software from July 1, 2024, to June 30, 2025. There is no anticipated financial impact on the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
None

BUDGETED:
Yes

FISCAL YEAR:
2025 and 2026

FUND/DEPARTMENT:
Police Department

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap DPS Recruitment and Retention Grant - Awarded.pdf
Retention Initiatives ISA - Buckeye.pdf

Agreement between State of Arizona through the Department of Public Safety and the City of Buckeye Summary Recap

Project Description

The Law Enforcement Recruitment and Retention Initiatives Funding through the State of Arizona through the Department of Public Safety will provide the City of Buckeye $150,000 for the utilization of law enforcement recruitment and retention services and software. The services and software will offer performance coaching services, data analysis, employee performance measurement, and recruitment audit and training programs for recruiters.

Project Cost

- $150,000

Required Match

- $ 0

Agreement Amount

- $150,000 for recruitment and retention services and software

Plans Once Grant Expires:

- After the agreement ends, the Buckeye Police Department will evaluate the success of the project to determine if they would like to continue receiving services and software from the vendor, in which the funding will need to be budgeted in Buckeye Police Department's General Fund operating budget, unless future grant opportunities arise, in which the Grants Team will pursue.

Objectives and Expected Outcomes

- This agreement will aid Buckeye Police Department evaluate their recruitment and retention process to determine areas of improvement to help solve the staffing shortage that the Buckeye Police Department faces.
- The funding will provide services and software for Buckeye Police Department recruiting personnel and command staff to support a variety of recruitment and retention activities, as well as track employee performance.
- The Buckeye Police Department anticipates a more streamlined recruitment process to quickly fill vacancies, as well as increase the number of employees retained to reduce the number of future vacancies.

Time Period for the Grant

- FY 2025 and 2026

DPS Contract #_____

AGREEMENT
REGARDING
LAW ENFORCEMENT RETENTION INITIATIVES FUNDING

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as "DPS", and the City of Buckeye, Arizona, hereinafter referred to as "the City".

The purpose of this Agreement shall be to accomplish the provisions of Laws 2024, Chapter 209, Section 9 regarding funding for "Law enforcement retention initiatives".

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION
DPS agrees to transfer $150,000.00 to the City, upon execution of the Agreement. Pursuant to Laws 2024, Chapter 209, Section 9, the City shall utilize such funds for recruitment and retention services and software from a vendor that:

1. Offers performance coaching services facilitated by qualified coaches who have been trained or vetted by current or former instructors of the Federal Bureau of Investigation National Academy.

2. Provides accessible coaching services through an online platform, which offers a wide array of coaching options and subject areas for law enforcement professionals.

3. Includes analytics to measure the impacts of recruitment and retention services, including assessments of individual officer or employee performance.

4. Offers a comprehensive recruitment audit and training program designed specifically for agency recruiters.

5. Provides software or technology solutions to support a variety of recruitment and retention activities within law enforcement agencies.

II. NON-AVAILABILITY OF FUNDS
Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages because of termination under this paragraph.

III. NON-DISCRIMINATION
The Parties shall comply with Executive Order 2023-001, which mandates 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. The 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.

IV. INDEMNIFICATION
Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "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, employees, or volunteers.

V. RECORDKEEPING
All records regarding the Agreement, including procurement and financial records, must be retained for five (5) years after the termination of the agreement in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VI. FEES
In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VII. ARBITRATION
The parties to this agreement 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.

VIII. EFFECTIVE DATE/DURATION
The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2024, and shall expire on June 30, 2025 or upon full expenditure of the funds, whichever comes last. If funds are not allocated to support this agreement, DPS will provide written notice to the City notifying them of termination of funding and cancellation of the Agreement.

IX. CANCELLATION
All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

X. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. Any notice required to be given under the Agreement will be provided by mail or e-mail to:

DPS Budget Office
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638
Grants@azdps.gov

City of Buckeye
Attn: Rob Roach
530 E. Monroe Ave.
Buckeye, AZ 85326
rroach@buckeyeaz.gov

XI. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____ Date: _____
Jeffrey Glover, Colonel
Director

CITY OF BUCKEYE

By:_____ Date: _____
Dan Cotterman
City Manager

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.H. PW - FY24/25 Sutphen Fire Apparatus Purchases
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800	
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 the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025229) between the City of Buckeye, an Arizona municipal corporation, and The Sutphen Corporation, an Ohio corporation, for the purchase and outfit of three heavy-duty rescue pumpers (fire trucks); and authorizing the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Fleet Management is seeking approval to purchase three (3) Sutphen Pumper Trucks. In accordance with the City of Buckeye's Vehicle Replacement Policy the 2015 Sutphen pumper was identified and budgeted as an anticipated replacement during fiscal year 24/25 which was approved in the annual budget process. The Fire Department is also ordering two new pumper trucks to coordinate the completion time with building of two new fire stations within the city.

A stock fire pumper unit has been selected to expediate the receipt of the new replacement fire pumper truck, which should arrive in approximately April 2025 (not the 36 months from order date which is usual). The Fire Department is also seeking to order two additional fire pumpers for future fire stations contemplated for construction in Floreo at Teravalis (FS709) and Victory at Verrado (FS708). Custom apparatus orders are still ranging from 30 to 36 months to complete and, without this order, the city would not have any fire pumper apparatus completed to deploy to the Floreo and Victory fire stations in 2027. City Council previously approved funds in the Fiscal Year 2024-2025 budget to replace the aging 2015 Sutphen pumper truck and the two (2) additional fire pumper apparatus will be funded from either, or both, the Fire Department 10002140-541210 account and/or the 6020 Fire Impact Fees Fund Contingency Account to the General Fund.

BENEFITS:
The new pumper truck will provide a mechanically sound piece of apparatus for the Fire Department. The replacement of the aging fire pumper was planned due to this unit having reached its life expectancy. Dependable fleet equipment is critical to ensure that the Fire Department is able to provide critical services to the residents which can result in life-or-death situations. As vehicles progress in their life expectancy, components become prone to increased breakdowns which increases the life cycle maintenance cost while also experiencing increases to the downtime of the vehicle. Older vehicles are more likely to incur major component failures such as engines or transmissions, and these types of failures are not only expensive to the Fleet, but hinders staff's ability to provide services to the residents in a timely manner and fulfilling the mission of the City.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:

Fleet Replacement – 10003173 – 541210 not to exceed $1,350,000. The new orders will be funded from either or both the Fire Department 10002140-541210 account and/or the funds will be transferred from Fund 6020 Fire Impact Fees Fund Contingency Account to the General Fund. These purchases will also be made utilizing the Sourcewell contract with Sutphen. Sourcewell has already performed the RFP bid process to offer cooperative purchasing and pricing.

CURRENT FISCAL YEAR TOTAL COST:
3,224,502.15

BUDGETED:
Yes

FISCAL YEAR:
FY24/25

FUND/DEPARTMENT:
Public Works - Fleet Management Replacement

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4H CCPA No. 2025229 with Sutphen.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
THE SUTPHEN CORPORATION

FIREFIGHTING APPARATUS
CONTRACT NO. 2025229

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and The Sutphen corporation, an Ohio corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of **Exhibit A**, Sourcewell and Contractor entered into Contract No. 113021-SUT, dated February 8, 2022 (such contract and subsequent amendments thereto herein referred to as the "Sourcewell Contract"), which is attached hereto as **Exhibit A** and incorporated herein by reference); and

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

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

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

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the Sourcewell Contract, except to the extent superseded herein. All references in the Sourcewell Contract to So shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect until February 10, 2026, unless such term is modified or extended pursuant to the terms of the Sourcewell Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed **Three Million Two Hundred Twenty-Four Thousand Five Hundred Two Dollars and Fifteen Cents ($3,224,502.15)**.

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, the Sourcewell Contract, and Exhibit B, the documents shall govern in that order.

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

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

[SIGNATURE PAGE TO FOLLOW]

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

THE SUTPHEN CORPORATION,
an Ohio corporation

Drew Sutphen, President

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAbg5fGiP2IaIY5fdgNzVLoGChm8hfMmPA

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025229

[Sourcewell Contract]

See following pages.

Sourcewell

CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM

Supplier Name: Sutphen Corporation

Sourcewell Contract Number: #113021-SUT (Contract)

Instructions
A request for product or service changes, additions, or deletions to the Contract will be considered at any time throughout the Contract term. All modifications must be within the scope of the original RFP and be in the best interests of Sourcewell and Sourcewell Participating Entities. If approved, the request will be incorporated into the above-referenced contract; however, no changes will be binding unless the request is approved by the Manager of Supplier Development and this request is signed by Sourcewell's Chief Procurement Officer.

Additions: New products and related services may be added to the contract if they are within the scope of the original RFP.

Deletions: Products and related services may be deleted from the contract if they are no longer available.

Price increases: Price increase requests must provide sufficient justification for the change (e.g., recently imposed tariffs or significant petroleum cost increases), not merely generalized statements requesting the increase.

Price decreases: Price decreases are accepted at any time.

Submit this request to the assigned Sourcewell Supplier Development Administrator.

Request

Check all that apply

- [x] Adding Products/Services
- [ ] Deleting Products/Services
- [x] Price Increase
- [ ] Price Decrease
- [ ] Other

Detailed Justification for Changes

1. *Changed Product List*

List the products and/or services that are changing from the previous contract price list, along with the percentage change for each item or category. Attach a separate sheet if a large number of changes are included in this request.

Base model vehicles and options average an increase of 4.5%

1

2. *Justification for Changes*

Provide justification and documentation explaining the requested changes (e.g., add a product because of technology advances in new model of equipment, increased raw material costs, add a Hot List of products). Include the percentage range of increase.

There are many price increases passed on by our vendors. Additional shortages and transportation delays continue to affect supply and demand thus also increasing costs. Please see the cover letter and supporting documents.

3. *Product additions only*

Describe how the product additions fit within the scope of the original RFP.

Any apparatus configured and produced by the company as a "demo" unit is considered a new vehicle as it has not been previously titled or sold to a customer. Demo units are for sale under the cooperative purchasing contract and may be offered at current pricing with the same 15% discount off list price. Additional discounts may be negotiated at the time of sale as applicable. Demo units are available on a first come, first serve basis. The original Manufacturer's Certificate of Origin will be provided to the customer at time of delivery and final payment.

4. *Price changes or product/service additions only*

State how the requested pricing is consistent with current Sourcewell contract pricing.

The pricing structure remains the same based on current MSRP pricing less 15% discounts.

Complete Restatement of Pricing Submitted

I understand that a complete restatement of pricing must be attached with this request or it will not be processed.

Approvals

Supplier Offer:

This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

By: Drew Sutphen 06/28/22

Supplier Authorized Signature Date

Drew Sutphen, President

Print Name and Title of Authorized Signer

Sourcewell Acceptance:

Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

DocuSigned by:

By: Jeremy Schwartz 7/13/2022 | 10:36 PM CDT

C0ED2A139D06489

Jeremy Schwartz Date

Sourcewell Chief Procurement Officer

2

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (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 Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

A fully executed Sourcewell Price and Product 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any 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; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or 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.

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, stored, used, 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 thetrademark(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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-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. *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 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 list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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 not 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 an 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

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:22 PM CST

The Sutphen Corporation

DocuSigned by:
Drew Sutphen
14FD9C3BBDB0447...
By: _____
Drew Sutphen
Title: President
Date: 2/8/2022 | 3:13 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/8/2022 | 5:16 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	The Sutphen Corporation
Address:	6450 Eiterman Rd. Dublin, OH 43016
Contact:	Donna Newell
Email:	newell@sutphencorp.com
Phone:	614-889-1005
Fax:	614-889-0874
HST#:	31-0671786

Submission Details

Created On:	Tuesday November 02, 2021 10:26:29
Submitted On:	Tuesday November 30, 2021 12:43:06
Submitted By:	Justin Howell
Email:	justin.howell@sutphencorp.com
Transaction #:	93bf0e80-f6b0-4f36-b556-53e068f8e940
Submitter's IP Address:	70.61.26.138

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")	The Sutphen Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation	*
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016	*
5	Proposer website address (or addresses):	www.sutphen.com	*
6	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):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	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.	With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family. MISSION STATEMENT At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus. CORE VALUES We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values: Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.	*
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	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.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded $100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	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?	a) Not Applicable b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*

16	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.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada. Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen's business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users. Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry's oldest continuously family-owned and operated fire apparatus manufacturer. Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen's business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	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?	Sutphen currently holds contracts with the following cooperative purchasing agencies: Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) • Florida Sheriffs Association (FSA) • Houston-Galveston Area Council (HGAC) • Louisiana Multiple Award Schedules (LaMAS) • New Jersey State Contract • Ohio State Term Schedule • Texas BuyBoard • Sourcewell Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	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?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA's Schedule Sales Query website: https://ssq.gsa.gov.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	$6.4 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support. Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. http://www.sutphen.com/locations	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to signup as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	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.	When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site. Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user. Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	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?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	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.	As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network. Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike. We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers. While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers. These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members. Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell. This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity. In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following: 1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder 2. Sutphen Product Literature 3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation. At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram. By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences. In addition to social media, we capture a targeted audience via our corporate website: www.Sutphen.com. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract. Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.	*

37	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?	As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings. While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically. We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.	*
38	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.	Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through and e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided are complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.	*
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.	*
41	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.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.	*
42	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.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.	*
43	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.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.	*
44	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?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.	*
48	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?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
49	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?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.	*
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.	*
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: o Inspection of the chassis and components o Inspection of the fire pump, valves and accessories o Inspection of the hydraulic system, pressures and operation o Complete inspection of the ladder, components and lubrication o Check torque settings and aerial base and all main fasteners	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	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.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	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?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

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 *	
56	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.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.	*
57	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.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.	*
59	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.	Sutphen will offer unpublished or open market items as may be required by the member's Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.	*
60	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.	None	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcewell contract as outlined in our marketing plan.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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.	For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing. To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule. January - March, reporting completed prior to end of April April - June, reporting completed prior to end of July July - September, reporting completed prior to end of October September - December, reporting completed prior to end of January	*
66	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.	Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis. Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year. In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.	*
67	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.)	Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars ($2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full. This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA & FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.	*
72	Aircraft rescue and firefighting vehicles	( ) Yes (•) No	N/A	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Sutphen offers “base models” of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 11.56_Pricing.zip - Monday November 29, 2021 15:33:52
- Financial Strength and Stability - 2.11_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- Marketing Plan/Samples - 3.18_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- WMBE/MBE/SBE or Related Certificates - 8.43_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- Warranty Information - 9.45_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- Standard Transaction Document Samples - 10.54_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- Upload Additional Document - 14A_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

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. - Drew Sutphen, President, The Sutphen Corporation

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025229

[Proposal and Fee Schedule]

See following pages.

Cooperative Purchasing Quote Sheet

Cooperative Purchasing Agency:		**Date Prepared:**	**10/28/24**
Sourcewell		**Contract Number:**	**#113021-SUT**

Purchaser:		**Vendor:**	
Company:	Buckeye Fire Department	**Company:**	Sutphen Corporation
Address:	530 East Monroe	**Address:**	6450 Eiterman Rd.
City, State:	Buckeye, AZ 85326	**City, State:**	Dublin, OH 43016
Contact:	Assistant Chief Rayne Gray	**Contact:**	Ken Creese
Phone:	623-349-6719	**Phone:**	570-527-6621
Email:	rgray@buckeyeaz.gov	**Email:**	kencreese@republicfireequipment.com
Member ID:	_		

Item Number:	**15**	**Base Price:**	**$759,887.35**

Description: Customized Pumper

Section 1 - Published Options

Item / Description	Cost
See Attached	$225,541.55
Subtotal	**$225,541.55**

Section 2 - Non-Published Options

Item / Description	Cost
See Attached	$23,990.64
Subtotal	**$23,990.64**
Total of Unpublished Options from Base Model + Published	*2.4%*

Section 3 - Misc. Adjustments

Trade-Ins, Down Payment Discounts, Etc.

Item / Description	Cost
Arizona Sales Tax	$93,876.02
Un-taxed Shipping/Transport Ohio to AZ	$9,500.00
Subtotal	**$103,376.02**
Total Unit Price	**$1,112,795.56**

Estimated Delivery:	36 to 38 months	**Quantity:**	1
		Total Purchase Price	**$1,112,795.56**

Buckeye Fire Department

PUBLISHED OPTIONS							
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
A	10000200	1	PROPOSAL DRAWINGS	IATS	$0.00	$0.00	$0.00
A	10000210	1	APPROVAL DRAWINGS	IATS	$0.00	$0.00	$0.00
A	10000301	5	~PRECONSTRUCTION CONFERENCE, ZONE 2 - PER PERSON, PER TRIP	IATS	$1,632.00	$8,160.00	$8,160.00
A	10000311	5	~FINAL INSPECTION TRIPS, ZONE 2 - PER PERSON, PER TRIP	IATS	$1,632.00	$8,160.00	$8,160.00
D	47030110	-1	SHIFTER PAD GEARING, 6 GEARS OPEN	STD	$0.00	$0.00	$0.00
A	47030120	1	SHIFTER PAD GEARING, 6 GEARS OPEN, MODE BUTTON FOR GENERATOR	IPOS	$0.00	$0.00	$0.00
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	$0.00	$0.00	$0.00
A	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA	IPOS	$718.28	$718.28	$610.54
D	15010500	-1	BATTERIES, INTERSTATE TYPE 31 MHD (4)	STD	$0.00	$0.00	$0.00
A	15031515	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012 W/REMOTE BAR GRAPH DISPLAY	IPOS	$2,156.30	$2,156.30	$1,832.86
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	$697.81	-$697.81	-$593.14
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	$436.28	-$436.28	-$370.84
A	15030440	1	120V SHORELINE INLET, KUSSMAUL SUPER 30 AUTO EJECT	IPOS	$1,298.63	$1,298.63	$1,103.84
D	43010306	-1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS	IPOS	$263.43	-$263.43	-$223.92
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	$0.00	$0.00	$0.00
A	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE	STD	$0.00	$0.00	$0.00
D	44010308	-1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 -	STD	$0.00	$0.00	$0.00
D	42910200	-1	TIRE PRESSURE MONITOR, REAL WHEELS, LED	STD	$336.24	-$336.24	-$285.80
A	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE	IPOS	$293.31	$293.31	$249.31
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	$0.00	$0.00	$0.00
A	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)	IPOS	$377.05	$377.05	$320.49
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	$359.21	-$359.21	-$305.33
D	54010010	-1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE	STD	$0.00	$0.00	$0.00
A	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON	IPOS	$1,597.59	$1,597.59	$1,357.95
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	$0.00	$0.00	$0.00
A	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)	IPOS	$2,369.13	$2,369.13	$2,013.76
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	$1,639.99	$1,639.99	$1,393.99
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	$429.88	$429.88	$365.40
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	$2,553.75	$2,553.75	$2,170.69
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	$1,064.01	-$1,064.01	-$904.41
A	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)	IATS	$2,604.80	$2,604.80	$2,214.08
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	$0.00	$0.00	$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	$560.08	$560.08	$476.07
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	$101.30	$405.20	$344.42
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	$0.00	$0.00	$0.00
A	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL	IPOS	$689.51	$689.51	$586.08
A	20040230	1	STORAGE WELL, DEEP CENTER, 3/4 WIDTH (24" BUMPER)	IATS	$1,464.24	$1,464.24	$1,244.60
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	$1,093.43	$1,093.43	$929.42
A	20030500	1	NO CUT-OUT IN STORAGE WELL COVER	STD	$0.00	$0.00	$0.00
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
A	12030305	1	FOOT SWITCH, DRIVER'S SIDE	IATS	$143.36	$143.36	$121.86
A	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE	IATS	$143.36	$143.36	$121.86
D	12030350	-1	LANYARD CONTROL FOR AIR HORNS	IATS	$143.36	-$143.36	-$121.86
A	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON	IATS	$143.36	$143.36	$121.86
A	12710200	1	SIREN, FEDERAL Q2B, PEDESTAL MOUNT	IATS	$4,634.58	$4,634.58	$3,939.39
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730362	1	SIREN BRAKE SWITCH FOR MECH SIREN, OFFICER'S SIDE	IATS	$143.36	$143.36	$121.86
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	$392.50	$392.50	$333.63
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	$0.00	$0.00	$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	$597.21	$597.21	$507.63
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11031930	2	EXTERIOR DOOR, HINGED, PAINTED	STD	$0.00	$0.00	$0.00
A	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032410	2	EXTERIOR COMPARTMENT DOOR LOCK	IATS	$28.80	$57.60	$48.96
A	11032100	2	NO OPENING TO CREW SEAT COMPT	STD	$0.00	$0.00	$0.00
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	$4,342.60	$4,342.60	$3,691.21

A	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
D	22510530	-1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	$0.00	$0.00	$0.00
A	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	$0.00	$0.00	$0.00
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	$0.00	$0.00	$0.00
A	11031679	1	CENTER CONSOLE, TOP OF ENGINE ENCLOSURE	IPOS	$869.15	$869.15	$738.78
D	11031510	-1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX	STD	$0.00	$0.00	$0.00
A	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE	IPOS	$398.20	$398.20	$338.47
A	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL	STD	$0.00	$0.00	$0.00
D	30010610	-1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)	STD	$0.00	$0.00	$0.00
A	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)	IPOS	$415.78	$415.78	$353.41
A	30031650	1	DO NOT MOVE ALARM	IATS	$440.23	$440.23	$374.20
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	$812.13	$812.13	$690.31
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	$473.94	$473.94	$402.85
D	30040500	-1	DEADMAN INTERLOCK W/OVERRIDE SWITCH, TRACTOR CAB	STD	$0.00	$0.00	$0.00
A	30031810	5	12V POWER POINT	IATS	$130.84	$654.20	$556.07
A	30031820	3	12V DUAL POWER POINT, USB/USB	IATS	$130.84	$392.52	$333.64
A	28090100	1	A/C TO FACE	IATS	$637.10	$637.10	$541.54
A	11031696	1	REAR HEAT/AC STORAGE, 5 SLOTS (3 SMALL, 2 MEDIUM), SLANTED CORNERS	IATS	$886.56	$886.56	$753.58
A	28032000	1	RV AIR CONDITIONER 15,000 BTU (SHORELINE)	IATS	$5,972.11	$5,972.11	$5,076.29
D	39010131	-1	OFFICER'S SEAT, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	-$1,612.21	-$1,370.38
A	39010138	1	OFFICER'S SEAT, BOSTROM SIERRA, HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	$2,325.75	$2,325.75	$1,976.89
D	39030010	-1	OFFICER’S SEAT COMPT, OPEN FRONT	STD	$0.00	$0.00	$0.00
D	39521410	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
D	39521411	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	38310000	3	HELMET STORAGE, UNIVERSAL BRACKET	IPOS	$317.10	$951.30	$808.61
D	38320000	-3	HELMET STORED IN COMPARTMENT	STD	$0.00	$0.00	$0.00
A	39610000	2	SCBA BRACKETS, BOSTROM, SECURE ALL	IPOS	$427.74	$855.48	$727.16
D	39610105	-4	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	$0.00	$0.00	$0.00
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	$0.00	$0.00	$0.00
A	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	$1,205.45	$1,205.45	$1,024.63
A	84541700	5	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	$514.46	$2,572.30	$2,186.46
A	30080160	1	HD STEREO, JENSEN, AM/FM/WB/CD/BT	IATS	$1,119.39	$1,119.39	$951.48
A	84530205	1	WIRED INTERCOM, DAVID CLARK - 6 POSITION	IATS	$13,009.81	$13,009.81	$11,058.34
D	60013150	-1	QFLO-1250 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	-$9,297.56	$9,297.56	$7,902.93
A	60090018	1	PUMP, HALE QMAX-2000 GPM SINGLE STAGE	IPOS	$0.00	$0.00	$0.00
A	60025960	1	PUMP GEARBOX YOKE, 1810	STD	$0.00	$0.00	$0.00
D	60026020	-1	MECHANICAL PUMP SEAL, HALE	IPOS	$1,245.23	-$1,245.23	-$1,058.45
A	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)	IPOS	$0.00	$0.00	$0.00
A	60031005	1	ALLOY ANODES, HALE (2)	IATS	$344.04	$344.04	$292.43
D	66020100	-1	3" TANK TO PUMP W/CHECK VALVE	STD	$0.00	$0.00	$0.00
A	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE	STD	$0.00	$0.00	$0.00
D	73010201	-1	TANK FILL 2"	STD	$0.00	$0.00	$0.00
A	73090001	1	TANK FILL 2"	STD	$0.00	$0.00	$0.00
D	61010405	-1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939	STD	$0.00	$0.00	$0.00
A	61090012	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX	IPOS	$389.45	$389.45	$331.03
D	61210410	-1	INTAKE PRESSURE CONTROL, TFT A1831	STD	$0.00	$0.00	$0.00
A	61290050	1	INTAKE PRESSURE CONTROL, AKRON 59	IPOS	$462.76	$462.76	$393.35
A	63060100	1	RELIEF VALVE FOR MIV	IATS	$0.00	$0.00	$0.00
D	63021100	-1	6" MAIN SUCTION, LEFT SIDE	STD	$0.00	$0.00	$0.00
A	63021500	1	6" MAIN SUCTION, LEFT SIDE	STD	$0.00	$0.00	$0.00
A	65090000	1	2.5" LEFT SIDE INLET	STD	$0.00	$0.00	$0.00
D	63025100	-1	6" MAIN SUCTION, RIGHT SIDE	STD	$0.00	$0.00	$0.00
A	63025500	1	6" MAIN SUCTION, RIGHT SIDE	STD	$0.00	$0.00	$0.00
A	65550910	1	5" FRONT SUCTION, TOP	IATS	$7,525.74	$7,525.74	$6,396.88
A	65552110	1	SWIVEL, 5" NPT X 5" NST	IATS	$2,025.61	$2,025.61	$1,721.77
D	70525125	-2	2.5" DISCHARGE, LEFT	STD	$2,093.30	-$4,186.60	-$3,558.61
A	70525900	2	2.5" DISCHARGE, LEFT	STD	$1,532.25	$3,064.50	$2,604.83
D	71025130	-2	3" DISCHARGE, RIGHT	IATS	$2,361.84	-$4,723.68	-$4,015.13
A	71025900	1	2.5" DISCHARGE, RIGHT	STD	$2,214.24	$2,214.24	$1,882.10
A	71025905	1	3" DISCHARGE, RIGHT	IATS	$2,973.08	$2,973.08	$2,527.12
A	71890000	1	DISCHARGE 2.5" RIGHT REAR	STD	$4,319.46	$4,319.46	$3,671.54
A	71990000	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED	IATS	$2,668.46	$2,668.46	$2,268.19

A	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING	IATS	$5,226.73	$5,226.73	$4,442.72
A	72590002	1	DECK GUN DISCHARGE 3"	IATS	$2,616.64	$2,616.64	$2,224.14
A	72570100	1	DECK GUN TERMINATION, THREADED	STD	$0.00	$0.00	$0.00
A	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT W/QUAD STACKED TIPS & STREAM SHAPER	IATS	$6,775.31	$6,775.31	$5,759.01
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	$2,276.33	$2,276.33	$1,934.88
D	72810000	-1	TWO CROSSLAYS 2" VALVE-PIPING 1.5" SWIVEL	STD	$0.00	$0.00	$0.00
A	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL	STD	$0.00	$0.00	$0.00
D	72910500	-1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	$1,712.59	-$1,712.59	-$1,455.70
A	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	$1,286.44	$1,286.44	$1,093.47
A	84010115	1	BOOSTER REEL W/200' OF 1" HOSE & NOZZLE, MTD IN REAR COMPT	IATS	$10,750.18	$10,750.18	$9,137.65
D	61730005	-5	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	$0.00	$0.00	$0.00
A	61790510	9	DRAIN VALVES, HALE, LIFT-UP	STD	$0.00	$0.00	$0.00
A	63090002	1	HALE MASTER INTAKE VALVE, ELEC (FRONT SUCTION)	IATS	$7,476.03	$7,476.03	$6,354.63
D	61720100	-5	VALVE, AKRON HEAVY DUTY	STD	$0.00	$0.00	$0.00
D	61720110	-2	VALVE, AKRON SLOW CLOSE	IPOS	$486.86	-$973.72	-$827.66
A	61729120	11	VALVE, AKRON, HEAVY DUTY	IPOS	$82.64	$909.04	$772.68
A	61729160	2	VALVE, AKRON, SLOW CLOSE	IPOS	$82.64	$165.28	$140.49
D	61770100	-3	ACTUATOR, VALVE, SWING HANDLE	STD	$0.00	$0.00	$0.00
D	61770120	-5	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS	IPOS	$0.00	$0.00	$0.00
A	61770900	10	ACTUATOR, VALVE, PUSH/PULL, CLASS 1	STD	$0.00	$0.00	$0.00
A	61770905	1	ACTUATOR, VALVE, SWING CONTROL	STD	$0.00	$0.00	$0.00
A	61770915	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR	STD	$0.00	$0.00	$0.00
A	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH	IPOS	$0.00	$0.00	$0.00
D	77021015	-6	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"	STD	$0.00	$0.00	$0.00
A	77090000	10	GAUGE, DISCH, CLASS 1 2.5"	STD	$0.00	$0.00	$0.00
A	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	$0.00	$0.00	$0.00
A	61810160	1	DISCHARGE TERMINATION, STRAIGHT	IPOS	$0.00	$0.00	$0.00
A	60036010	5	THREADS, NST	STD	$0.00	$0.00	$0.00
A	10310210	1	FOAM SYSTEM	IATS	$0.00	$0.00	$0.00
A	73590120	1	FOAM SYSTEM, HALE SMARTFOAM 5.0 (PRG)	IATS	$19,765.98	$19,765.98	$16,801.08
A	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK	IATS	$1,247.21	$1,247.21	$1,060.13
A	73576720	1	QUARTER TURN VALVE, MANUAL FOAM FLUSH	IATS	$1,433.26	$1,433.26	$1,218.27
D	74910110	-1	PA SM1 - SIDE MOUNT PUMP PANEL	STD	$0.00	$0.00	$0.00
A	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)	STD	$0.00	$0.00	$0.00
A	74928000	1	~PROGRAM MODULE FOR CUSTOMIZED PUMPER	IPOS	-$8,546.97	-$8,546.97	-$8,546.97
A	74928120	1	PUMP MODULE LENGTH, 47"	IPOS	$3,164.73	$3,164.73	$2,690.02
A	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT	STD	$0.00	$0.00	$0.00
D	74930500	-1	PANEL FINISH, BLACK VINYL	STD	$0.00	$0.00	$0.00
A	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)	STD	$0.00	$0.00	$0.00
D	74931000	-1	ESCUTCHEON PLATES	STD	$0.00	$0.00	$0.00
D	74931050	-1	COLOR CODING	STD	$0.00	$0.00	$0.00
A	74931055	1	COLOR CODING (PRG)	STD	$0.00	$0.00	$0.00
A	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)	STD	$0.00	$0.00	$0.00
D	74931200	-1	PUMP MODULE FRAMEWORK, PAINTED BY SUTPHEN	STD	$0.00	$0.00	$0.00
A	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH	STD	$0.00	$0.00	$0.00
D	74931310	-1	PUMP FINISH, PAINTED BY PUMP MFG	STD	$0.00	$0.00	$0.00
A	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG	STD	$0.00	$0.00	$0.00
D	74931520	-1	PLUMBING FINISH, NON-PAINTED	STD	$0.00	$0.00	$0.00
A	74931590	1	PLUMBING FINISH, NON-PAINTED	STD	$0.00	$0.00	$0.00
D	74931600	-1	EXTERIOR DUNNAGE AREA PANEL, BLACK VINYL	IPOS	$0.00	$0.00	$0.00
A	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS	STD	$0.00	$0.00	$0.00
D	75510200	-1	PUMP OPERATOR LIGHTS, WELDON 2631 LED	IPOS	$223.10	-$223.10	-$189.64
A	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)	STD	$0.00	$0.00	$0.00
D	75530100	-1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED	IATS	$523.34	-$523.34	-$444.84
A	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)	STD	$0.00	$0.00	$0.00
D	76010105	-1	PUMP PANEL GAUGES & CONTROLS	STD	$0.00	$0.00	$0.00
A	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)	STD	$0.00	$0.00	$0.00
D	60028050	-1	PUMP PRIMER, TRIDENT, AIR	STD	$0.00	$0.00	$0.00
A	60090030	1	PUMP PRIMER, TRIDENT, AIR	IPOS	$1,327.05	$1,327.05	$1,127.99
D	76025100	-1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)	STD	$0.00	$0.00	$0.00
A	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)	STD	$0.00	$0.00	$0.00
D	76030775	-1	PUMP OVERHEAT ALARM, INNOVATIVE CONTROLS	IATS	$731.33	-$731.33	-$621.63
A	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL	IATS	$1,066.31	$1,066.31	$906.36
D	76510065	-1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 4"	STD	$0.00	$0.00	$0.00
A	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)	STD	$0.00	$0.00	$0.00

D	77510050	-1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14	STD	$0.00	$0.00	$0.00
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	$0.00	$0.00	$0.00
A	83525100	1	WATER TANK BRAND, PRO-POLY	IPOS	$1,438.64	$1,438.64	$1,222.84
A	83510105	1	WATER TANK, 750 GAL, POLY	IPOS	$5,033.20	$5,033.20	$4,278.22
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	$5,002.61	-$5,002.61	-$4,252.22
D	80110410	-1	BODY PA-11 RES 31/53 LOW RIGHT (ELEC RACK/BRACKETS)	IPOS	$320,687.50	-$320,687.50	-$272,584.38
A	80110550	1	BODY PA-19 RES 43/53 LAD THRU TANK	IPOS	$343,321.25	$343,321.25	$291,823.06
A	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	81130200	8	ADJUSTABLE SHELF	IATS	$392.50	$3,140.00	$2,669.00
A	81140100	1	FIXED VERTICAL DIVIDER	IATS	$710.75	$710.75	$604.14
A	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL	IATS	$1,707.99	$1,707.99	$1,451.79
A	81150200	1	250# SLIDE-MASTER SLIDE OUT/TILT DOWN DRAWER	IATS	$1,455.91	$1,455.91	$1,237.52
A	81150300	1	600# SLIDE-MASTER TRAY	IATS	$1,308.33	$1,308.33	$1,112.08
D	80230650	-1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED	STD	$0.00	$0.00	$0.00
A	80230660	1	DOOR SILL PROTECTION, REAR COMPT, PROTEC, CLEAR FILM	IPOS	$82.16	$82.16	$69.84
D	84531110	-1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT	STD	$0.00	$0.00	$0.00
A	84531120	1	COMPT LIGHTING, ROM DUROSTRIP LED LIGHT STRIPS, 2 PER COMPT	IPOS	$158.86	$158.86	$135.03
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	$1,570.01	-$1,570.01	-$1,334.51
A	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED	IPOS	$6,320.40	$6,320.40	$5,372.34
A	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR	IPOS	$0.00	$0.00	$0.00
A	81431200	1	REAR HOSEBED COVER, VINYL	STD	$0.00	$0.00	$0.00
A	81330302	1	HOSE BED DIVIDERS, ADJ (2)	IATS	$4,186.61	$4,186.61	$3,558.62
A	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	$807.10	$807.10	$686.04
A	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)	IATS	$1,441.76	$1,441.76	$1,225.50
A	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	$0.00	$0.00	$0.00
D	89510002	-1	LADDER MOUNTING BRACKETS, W/CHROME PLATED HANDLES	IPOS	-$6,221.75	$6,221.75	$5,288.49
A	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE	IPOS	$0.00	$0.00	$0.00
A	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR	STD	$0.00	$0.00	$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	$97.74	$97.74	$83.08
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	$0.00	$0.00	$0.00
D	85010020	-1	TAILLIGHTS, WELDON 3884 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	STD	$2,168.65	-$2,168.65	-$1,843.35
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	$2,864.16	$2,864.16	$2,434.54
D	85110000	-1	ICC LIGHTS	STD	$0.00	$0.00	$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	$716.66	$716.66	$609.16
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	$0.00	$0.00	$0.00
A	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED	IPOS	$2,308.69	$2,308.69	$1,962.39
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	$0.00	$0.00	$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-$263.49	-$263.49	-$223.97
D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	$4,237.43	-$4,237.43	-$3,601.82
A	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES	IPOS	$5,656.33	$5,656.33	$4,807.88
D	86920100	-1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION	STD	$0.00	$0.00	$0.00
A	86910110	1	OPTICOM, INSTALLED IN LIGHT BAR, GTT 795H LED (FOR WHELEN LIGHTBAR)	IATS	$2,883.78	$2,883.78	$2,451.21
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P	STD	$1,278.23	-$1,278.23	-$1,086.50
A	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)	IPOS	$2,206.48	$2,206.48	$1,875.51
A	87537732	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR)	IATS	$1,008.28	$1,008.28	$857.04
A	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"	IATS	$2,671.68	$2,671.68	$2,270.93
A	88390932	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, TELESCOPIC W/SWITCH	IATS	$4,098.49	$8,196.98	$6,967.43
A	86537811	2	SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT (PAIR)	IATS	$1,680.69	$3,361.38	$2,857.17
A	10310320	1	GENERATOR & ACCESSORIES	IATS	$0.00	$0.00	$0.00
A	88230600	1	GENERATOR, HARRISON, 6KW HYD	IATS	$20,648.58	$20,648.58	$17,551.29
A	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS	IATS	$763.90	$763.90	$649.32
A	88251100	1	BREAKER PANEL, STD LOCATION (L1)	STD	$0.00	$0.00	$0.00
A	88250100	2	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	$727.99	$1,455.98	$1,237.58
A	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100	IATS	$1,015.30	$1,015.30	$863.01
A	88399950	1	SCUFF PLATES FOR TELE LIGHTS, DIAMOND PLATE, UPPER REAR CORNERS OF CAB	STD	$0.00	$0.00	$0.00
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	$0.00	$0.00	$0.00
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	$696.93	-$696.93	-$592.39
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	$877.14	$877.14	$745.57
A	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	$732.66	$1,465.32	$1,245.52
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	$1,308.33	$1,308.33	$1,112.08
A	89050700	1	BACKBOARD STORAGE COMPARTMENT, HOSE BED	IATS	$1,593.40	$1,593.40	$1,354.39

D	99031105	-1	PICK-UP UNIT AT FACTORY	STD	$0.00	$0.00	$0.00
A	99040200	1	~DEALER PREP/INSPECTION	IATS	$3,913.08	$3,913.08	$3,913.08
					TOTAL PUBLISHED OPTIONS:	**$263,280.72**	**$225,541.55**

Buckeye Fire Department

NON-PUBLISHED OPTIONS					
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	23088888	1	SPECIAL ITEM, AUXILIARY COOLER	$0.00	$0.00
A	15028888	1	SPECIAL Batteries SIX (6) WORLDWIDE 700CCA	$1,016.10	$1,016.10
A	15030488	1	SPECIAL Shoreline Inlet COOPER 5717 NFI 30 AMP	$571.43	$571.43
A	43028888	1	SPECIAL Front Tires FRONT TIRES, GOODYEAR 315/80 G289 WHA	$628.57	$628.57
A	44028888	1	SPECIAL Rear Tires GOODYEAR 12R22.5 G287 W/ DURASEAL	$685.71	$685.71
A	32588888	1	SPECIAL ITEM, MODIFIED REAR SEAT RISER	$700.00	$700.00
A	20088888	1	SPECIAL ITEM, NOTCHED FRONT BUMPER FOR INTAKE	$1,500.00	$1,500.00
A	30088888	1	SPECIAL ITEM, 12-VOLT POWER POINT	$2,046.18	$2,046.18
A	33028888	1	SPECIAL Hand Held Spot Light UNITY 325A SPOTLIGHTS ON CAB A-PILLARS	$1,212.19	$1,212.19
A	28088888	1	SPECIAL ITEM, PROTECTOR, ENGINE HOOD	$700.00	$700.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	39528888	1	SPECIAL Crew Seat 3 AIR RIDE, NON SCBA FORWARD FACING	$1,581.08	$1,581.08
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	39528888	1	SPECIAL Crew Seat 4 AIR RIDE, NON SCBA FORWARD FACING	$1,581.08	$1,581.08
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	39588888	1	SPECIAL ITEM, CREW SEAT COMPT, FRONT DOORS, SPECIAL HEIGHT	$0.00	$0.00
A	11088888	1	SPECIAL ITEM, OVERHEAD STORAGE COMPT, FRONT/CENTER OF RR W/DOOR	$1,812.25	$1,812.25
A	11088888	1	SPECIAL ITEM, ELECTRIC LOCKS ON EXTERIOR CAB COMPT. DOORS AND R1 BODYCOMPT. DOOR	$1,423.67	$1,423.67
A	65588888	1	SPECIAL ITEM, MANUAL AIR BLEEDER FOR FRONT SUCTION	$337.50	$337.50
A	65588888	1	SPECIAL ITEM, DELETE SWIVEL	-$1,346.00	-$1,346.00
A	61888888	1	SPECIAL Adapter for Discharge #3 ADAPTER, 3" NST FE X 4" NST W/CAP & CHAIN - (CHROME)	$174.12	$174.12
A	72888888	1	SPECIAL ITEM, CROSSLAY LIGHTING	$550.00	$550.00
A	77528888	1	SPECIAL Water Level Gauge FRC TANKVISION	$350.00	$350.00
A	77540888	1	SPECIAL Foam Level Gauge 1 FRC TANKVISION	$350.00	$350.00
A	81088888	1	SPECIAL ITEM, TOOL BOARD, SWING OUT, FMI	$1,362.17	$1,362.17
A	81388888	1	SPECIAL ITEM, Hose bed covers / doors are to be 12 " from the end of the truck	$0.00	$0.00
A	89988888	1	SPECIAL ITEM, PANELS, ALUMINUM	$1,687.50	$1,687.50
A	86588888	1	SPECIAL ITEM, LIGHT, FRC FOCUS 750/120, TELESCOPIC	$3,924.09	$3,924.09
A	88388888	1	SPECIAL ITEM, ADDITIONAL SWITCHES FOR 240V LIGHTS @ PUMP PANEL	$800.00	$800.00
A	90688888	1	SPECIAL ITEM, CHEVRON ON A1 DOOR	$343.00	$343.00
			TOTAL NON-PUBLISHED OPTIONS:		**$23,990.64**

Cooperative Purchasing Quote Sheet

Cooperative Purchasing Agency:	Date Prepared:	10/28/24
Sourcewell	Contract Number:	#113021-SUT

Purchaser:		Vendor:	
Company:	Buckeye Fire Department	**Company:**	Sutphen Corporation
Address:	530 East Monroe	**Address:**	6450 Eiterman Rd.
City, State:	Buckeye, AZ 85326	**City, State:**	Dublin, OH 43016
Contact:	Assistant Chief Rayne Gray	**Contact:**	Ken Creese
Phone:	623-349-6719	**Phone:**	570-527-6621
Email:	rgray@buckeyeaz.gov	**Email:**	kencreese@republicfireequipment.com
Member ID:	_		

Item Number:	**13**	**Base Price:**	**$701,312.07**

Description: Program 1 Pumper

Section 1 - Published Options

Item / Description	Cost
See Attached	$141,453.34
Subtotal	**$141,453.34**

Section 2 - Non-Published Options

Item / Description	Cost
See Attached	$88,055.29
Subtotal	**$88,055.29**
Total of Unpublished Options from Base Model + Published	*10.4%*

Section 3 - Misc. Adjustments
Trade-Ins, Down Payment Discounts, Etc.

Item / Description	Cost
Arizona Sales Tax	$85,915.33
Un-taxed Shipping/Transport Ohio to AZ	$9,500.00
Subtotal	**$95,415.33**
Total Unit Price	**$1,026,236.03**

Estimated Delivery:	April, 2025	**Quantity:**	1
		Total Purchase Price	**$1,026,236.03**

Sutphen Corporation

PUBLISHED OPTIONS							
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
D	25010000	-1	FRAME, 10" SINGLE RAILS, SINGLE AXLE (50K PSI)	STD	$0.00	$0.00	$0.00
A	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)	IPOS	$997.59	$997.59	$847.95
D	22010050	-1	DRIVE LINE, SPICER, 1810 SERIES	STD	$0.00	$0.00	$0.00
D	23015100	-1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD	STD	$0.00	$0.00	$0.00
D	23029200	-1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)	STD	$0.00	$0.00	$0.00
D	23029400	-1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)	STD	$0.00	$0.00	$0.00
D	23031176	-1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230	STD	$0.00	$0.00	$0.00
D	23031220	-1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN	STD	$0.00	$0.00	$0.00
D	47012520	-1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)	STD	$0.00	$0.00	$0.00
D	23110000	-1	JACOBS ENGINE BRAKE	STD	$0.00	$0.00	$0.00
D	47030110	-1	SHIFTER PAD GEARING, 6 GEARS OPEN	STD	$0.00	$0.00	$0.00
A	47030150	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED	IPOS	$973.65	$973.65	$827.60
D	26010000	-1	FUEL TANK, STEEL, 65 GALLON	STD	$0.00	$0.00	$0.00
A	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL	IPOS	$1,032.34	$1,032.34	$877.49
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	$0.00	$0.00	$0.00
A	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	$1,184.53	$1,184.53	$1,006.85
A	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012	IPOS	$1,859.59	$1,859.59	$1,580.65
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	$697.81	-$697.81	-$593.14
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	$436.28	-$436.28	-$370.84
A	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX	IPOS	$1,183.94	$1,183.94	$1,006.35
D	14510520	-1	REAR AXLE, MERITOR RS-24-160 24,000 LB.	STD	$0.00	$0.00	$0.00
A	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.	IPOS	$3,033.75	$3,033.75	$2,578.69
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	$0.00	$0.00	$0.00
A	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE	IPOS	$0.00	$0.00	$0.00
D	42910200	-1	TIRE PRESSURE MONITOR, REAL WHEELS, LED	STD	$336.24	-$336.24	-$285.80
A	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE	IPOS	$293.31	$293.31	$249.31
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	$0.00	$0.00	$0.00
A	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)	IPOS	$377.05	$377.05	$320.49
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	$359.21	-$359.21	-$305.33
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	$0.00	$0.00	$0.00
A	16010285	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (SINGLE AXLE)	IPOS	$3,003.68	$3,003.68	$2,553.13
A	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS	IATS	$711.99	$711.99	$605.19
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	$1,639.99	$1,639.99	$1,393.99
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	$429.88	$429.88	$365.40
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	$2,553.75	$2,553.75	$2,170.69
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	$1,064.01	-$1,064.01	-$904.41
D	11031000	-1	CAB TILT SYSTEM, MANUAL PULL CABLE	STD	$0.00	$0.00	$0.00
A	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE	IPOS	$427.96	$427.96	$363.77
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	$0.00	$0.00	$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	$1,139.44	$1,139.44	$968.52
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	$0.00	$0.00	$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	$560.08	$560.08	$476.07
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	$101.30	$405.20	$344.42
A	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED	IATS	$143.36	$143.36	$121.86
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	$0.00	$0.00	$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	$1,059.28	$1,059.28	$900.39
D	11024405	-1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)	STD	$0.00	$0.00	$0.00
D	11024605	-1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)	STD	$0.00	$0.00	$0.00
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	$0.00	$0.00	$0.00
A	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL	IPOS	$261.40	$261.40	$222.19
A	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)	IATS	$951.80	$951.80	$809.03
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	$1,093.43	$1,093.43	$929.42
A	20030510	1	CUT-OUT IN STORAGE WELL COVER	IATS	$143.86	$143.86	$122.28
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
D	12010400	-1	AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION	STD	$0.00	$0.00	$0.00
A	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION	IPOS	$493.81	$493.81	$419.74
D	12030015	-1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)	IPOS	$0.00	$0.00	$0.00

A	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC	IPOS	$1,159.59	$1,159.59	$985.65
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	$1,127.29	-$1,127.29	-$958.20
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	$4,318.53	$4,318.53	$3,670.75
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	$286.69	$286.69	$243.69
A	32520525	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (TRIPLE UPPER WARNING)	IPOS	$6,414.65	$6,414.65	$5,452.45
D	32520670	-1	HEADLIGHTS, LED, FIRETECH FT-4X6, SINGLE STS HOUSINGS	STD	$3,860.93	-$3,860.93	-$3,281.79
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	$392.50	$392.50	$333.63
A	48010305	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (LOWER HOUSING)	IPOS	$390.01	$390.01	$331.51
D	48090001	-1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (2)	IPOS	$0.00	$0.00	$0.00
A	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)	IATS	$99.15	$99.15	$84.28
A	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)	IATS	$99.15	$99.15	$84.28
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	$0.00	$0.00	$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	$597.21	$597.21	$507.63
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11031930	2	EXTERIOR DOOR, HINGED, PAINTED	STD	$0.00	$0.00	$0.00
A	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032450	2	COMPT DOOR LOCK - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT	IPOS	$863.40	$863.40	$733.89
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT	IPOS	$863.40	$863.40	$733.89
A	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH	STD	$0.00	$0.00	$0.00
D	11035422	-1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	IPOS	$535.50	-$535.50	-$455.18
A	31010250	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/BLACK EMBOSSED FRP BOARD	IPOS	$0.00	$0.00	$0.00
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	$0.00	$0.00	$0.00
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	$0.00	$0.00	$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	$0.00	$0.00	$0.00
A	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	$0.00	$0.00	$0.00
D	22510531	-1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	$0.00	$0.00	$0.00
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	$0.00	$0.00	$0.00
A	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE	IPOS	$869.15	$869.15	$738.78
A	11031712	1	UPPER CREW DOOR AREA, OPEN	IPOS	$0.00	$0.00	$0.00
D	30010508	-1	LOWER COMMAND CONSOLE, X10	STD	$0.00	$0.00	$0.00
D	29930200	-1	MAPBOOK SLOT ON BREAKER PANEL	STD	$0.00	$0.00	$0.00
A	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL	IPOS	-$71.41	-$71.41	-$60.70
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	$812.13	$812.13	$690.31
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	$473.94	$473.94	$402.85
A	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT	IATS	$1,289.99	$1,289.99	$1,096.49
D	30040500	-1	DEADMAN INTERLOCK W/OVERRIDE SWITCH, TRACTOR CAB	STD	$0.00	$0.00	$0.00
A	30031810	2	12V POWER POINT	IATS	$130.84	$261.68	$222.43
A	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX	IATS	$130.84	$261.68	$222.43
A	28090003	1	HEAT TO FEET	IATS	$834.25	$834.25	$709.11
A	28090100	1	A/C TO FACE	IATS	$637.10	$637.10	$541.54
A	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39010131	-1	OFFICER'S SEAT, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	-$1,612.21	-$1,370.38
D	39030010	-1	OFFICER’S SEAT COMPT, OPEN FRONT	STD	$0.00	$0.00	$0.00
A	39030030	1	OFFICER’S SEAT COMPT, FRONT DOOR W/LOCKING LATCH	IPOS	$461.54	$461.54	$392.31
D	39521111	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.84	-$1,375.84	-$1,169.46
A	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39521112	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.84	-$1,375.84	-$1,169.46
A	39521130	1	CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39521410	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS,	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS,	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39521411	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS,	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS,	IPOS	$1,612.21	$1,612.21	$1,370.38
D	39550100	-1	SEAT COLOR, GRAY	STD	$0.00	$0.00	$0.00
A	39550200	1	SEAT COLOR, BLACK	IPOS	$0.00	$0.00	$0.00
D	39610105	-4	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	$0.00	$0.00	$0.00
A	39610115	5	SCBA BRACKETS, IMMI SMART DOCK	IPOS	$1,248.14	$6,240.70	$5,304.60
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	$0.00	$0.00	$0.00
A	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	$1,205.45	$1,205.45	$1,024.63
A	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS	IATS	$4,475.86	$4,475.86	$3,804.48
A	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT	IATS	$1,069.86	$1,069.86	$909.38

A	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)	IATS	$2,133.88	$2,133.88	$1,813.80
D	84561015	-1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)	IATS	$2,692.86	-$2,692.86	-$2,288.93
D	60080000	-1	PUMP, HALE QFLO-1250 SINGLE STAGE	STD	$0.00	$0.00	$0.00
A	60080003	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE	IPOS	$7,016.68	$7,016.68	$5,964.18
A	60025950	1	PUMP GEARBOX YOKE, 1710	IPOS	-$206.24	-$206.24	-$175.30
D	60025960	-1	PUMP GEARBOX YOKE, 1810	STD	$0.00	$0.00	$0.00
A	60026000	1	PUMP PACKING, HALE	STD	$0.00	$0.00	$0.00
D	60026025	-1	MECHANICAL PUMP SEAL, HALE (PRG)	IPOS	$0.00	$0.00	$0.00
A	60031005	1	ALLOY ANODES, HALE (2)	IATS	$344.04	$344.04	$292.43
A	64090000	1	2.5" RIGHT SIDE INLET	IATS	$2,516.64	$2,516.64	$2,139.14
A	65540500	1	SUCTION EXTENSION FOR FUTURE WITH BLANK OFF PLATE, OFFICER'S SIDE	IATS	$657.90	$657.90	$559.22
D	71025900	-1	2.5" DISCHARGE, RIGHT	STD	$2,214.24	-$2,214.24	-$1,882.10
A	71025905	1	3" DISCHARGE, RIGHT	IATS	$2,973.08	$2,973.08	$2,527.12
A	71590000	1	DISCHARGE, 2.5" LEFT REAR	IATS	$4,319.46	$4,319.46	$3,671.54
A	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING	IATS	$5,226.73	$5,226.73	$4,442.72
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	$2,276.33	$2,276.33	$1,934.88
A	61790510	3	DRAIN VALVES, HALE, LIFT-UP	STD	$0.00	$0.00	$0.00
A	61729120	2	VALVE, AKRON, HEAVY DUTY	IPOS	$82.64	$165.28	$140.49
A	61729160	1	VALVE, AKRON, SLOW CLOSE	IPOS	$82.64	$82.64	$70.24
A	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1	STD	$0.00	$0.00	$0.00
A	61770905	1	ACTUATOR, VALVE, SWING CONTROL	STD	$0.00	$0.00	$0.00
A	77090000	2	GAUGE, DISCH, CLASS 1 2.5"	STD	$0.00	$0.00	$0.00
D	61810150	-1	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	$0.00	$0.00	$0.00
A	61810160	2	DISCHARGE TERMINATION, STRAIGHT	IPOS	$0.00	$0.00	$0.00
A	60036010	3	THREADS, NST	STD	$0.00	$0.00	$0.00
A	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK	IATS	$1,247.21	$1,247.21	$1,060.13
A	75040215	1	TROUGH IN RUNNING BOARD, BOTH SIDES	IATS	$3,027.75	$3,027.75	$2,573.59
D	60090020	-1	PUMP PRIMER, HALE, T-HANDLE	STD	$0.00	$0.00	$0.00
A	60090030	1	PUMP PRIMER, TRIDENT, AIR	IPOS	$1,327.05	$1,327.05	$1,127.99
A	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION	STD	$0.00	$0.00	$0.00
A	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL	IATS	$523.34	$523.34	$444.84
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	$261.64	$261.64	$222.39
D	77590000	-1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4	STD	$0.00	$0.00	$0.00
A	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40	IPOS	$300.86	$300.86	$255.73
A	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4	IATS	$0.00	$0.00	$0.00
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	$0.00	$0.00	$0.00
A	83525200	1	WATER TANK BRAND, UPF	IPOS	$0.00	$0.00	$0.00
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	$5,002.61	-$5,002.61	-$4,252.22
A	83590005	1	WATER TANK, 1000 GAL, POLY	IPOS	$6,120.69	$6,120.69	$5,202.59
D	80189520	-1	BODY G2 - ALUM 40/51 LAD CHUTE	STD	$236,991.25	-$236,991.25	-$201,442.56
A	80189590	1	BODY G9 - ALUM 40/51 LADDERS THRU TANK	STD	$248,191.25	$248,191.25	$210,962.56
A	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES	IATS	$9,978.36	$9,978.36	$8,481.61
D	80245999	-1	UPPER HATCH COMPARTMENTS - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	81130200	6	ADJUSTABLE SHELF	IATS	$392.50	$2,355.00	$2,001.75
A	80250100	13	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	$209.34	$2,721.42	$2,313.21
D	80290015	-1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH	STD	$0.00	$0.00	$0.00
A	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN)	IATS	$748.36	$5,238.52	$4,452.74
D	81440201	-1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB	STD	$0.00	$0.00	$0.00
A	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES	IPOS	$410.88	$410.88	$349.25
A	81330300	1	HOSE BED DIVIDER, ADJ (1)	IATS	$2,093.30	$2,093.30	$1,779.31
A	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER	IPOS	$448.10	$448.10	$380.89
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	$807.10	$807.10	$686.04
D	82290000	-1	DELETE FRONT BODY STEPS	STD	$0.00	$0.00	$0.00
A	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT	IPOS	$563.65	$563.65	$479.10
D	82390000	-1	STEPS, REAR BODY (8x8)	STD	$0.00	$0.00	$0.00
A	82390001	1	STEPS, REAR BODY (14x11 & 14x8)	IPOS	$517.75	$517.75	$440.09
D	80290013	-1	4 SCBA CYLINDER COMPTS (2 RIGHT, 2 LEFT)	IATS	$1,596.55	-$1,596.55	-$1,357.07
A	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)	IATS	$4,889.43	$4,889.43	$4,156.02
A	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS	IATS	$479.53	$479.53	$407.60
D	80290310	-3	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	$0.00	$0.00	$0.00
A	80290410	3	DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT	STD	$0.00	$0.00	$0.00
A	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT	STD	$0.00	$0.00	$0.00
D	88520300	-1	DELETE 6" SUCTION HOSE	IPOS	-$1,279.04	$1,279.04	$1,087.18
A	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE	STD	$0.00	$0.00	$0.00
D	88540550	-1	DELETE STD SUCTION HOSE MTG	IPOS	-$1,286.16	$1,286.16	$1,093.24
D	89590002	-1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE	STD	$0.00	$0.00	$0.00

A	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE	IPOS	$0.00	$0.00	$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	$97.74	$97.74	$83.08
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	$0.00	$0.00	$0.00
D	85010020	-1	TAILLIGHTS, WELDON 3884 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	STD	$2,168.65	-$2,168.65	-$1,843.35
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	$2,864.16	$2,864.16	$2,434.54
D	85110000	-1	ICC LIGHTS	STD	$0.00	$0.00	$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	$716.66	$716.66	$609.16
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	$0.00	$0.00	$0.00
A	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED	IPOS	$423.11	$423.11	$359.64
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	$0.00	$0.00	$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-$263.49	-$263.49	-$223.97
D	86610010	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN JUSTICE 62" LED LIGHT BAR, JE0NFPA, 10 MODULES	STD	$2,805.54	-$2,805.54	-$2,384.71
A	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES	IPOS	$5,656.33	$5,656.33	$4,807.88
A	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)	IPOS	$0.00	$0.00	$0.00
D	86699999	-1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C	STD	$0.00	$0.00	$0.00
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P	STD	$1,278.23	-$1,278.23	-$1,086.50
A	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE	IPOS	$2,790.14	$2,790.14	$2,371.62
A	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C	IPOS	$0.00	$0.00	$0.00
D	86899999	-1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C	STD	$0.00	$0.00	$0.00
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R	STD	$1,004.25	-$1,004.25	-$853.61
A	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R	IPOS	$2,008.53	$2,008.53	$1,707.25
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	$0.00	$0.00	$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	$0.00	$0.00	$0.00
A	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR)	IATS	$1,232.95	$1,232.95	$1,048.01
A	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW	IATS	$3,387.16	$3,387.16	$2,879.09
A	88390912	4	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, SURFACE MOUNT	IATS	$2,879.68	$11,518.72	$9,790.91
A	88390950	2	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT	IATS	$1,474.14	$2,948.28	$2,506.04
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	$0.00	$0.00	$0.00
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	$558.78	$558.78	$474.96
D	90600100	-1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	$202.58	-$202.58	-$172.19
A	90600220	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE	IPOS	$607.68	$607.68	$516.53
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	$696.93	-$696.93	-$592.39
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	$877.14	$877.14	$745.57
A	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")	IPOS	$1,132.63	$1,132.63	$962.74
A	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	$732.66	$1,465.32	$1,245.52
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	$1,308.33	$1,308.33	$1,112.08
					TOTAL PUBLISHED OPTIONS:	**$166,415.59**	**$141,453.34**

Sutphen Corporation

NON-PUBLISHED OPTIONS					
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	22028888	1	DRIVE LINE, SPICER, 1710 SERIES	$0.00	$0.00
A	23028888	1	ENGINE, CUMMINS L9 450HP DOC-DPF-DEF-SCR OBD	$0.00	$0.00
A	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	$0.00	$0.00
A	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9	$0.00	$0.00
A	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098	$0.00	$0.00
A	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009	$0.00	$0.00
A	47028888	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)	$0.00	$0.00
A	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES	$0.00	$0.00
A	11088888	1	UPPER GRILLE, LEVEL STYLE FACADE (L9)	$1,275.00	$1,275.00
A	11088888	1	LOWER GRILLE, POLISHED STAINLESS (L9)	$1,345.00	$1,345.00
A	12088888	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)	$897.00	$897.00
A	30088888	1	LOWER COMMAND CONSOLE, L9 & X12	$1,295.00	$1,295.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	73528888	1	STOCK 587 PUMP & TANK CONFIGURATION	$15,965.00	$15,965.00
A	61888888	1	SPECIAL Adapter for Discharge #3 n/a	$0.00	$0.00
A	61888888	1	SPECIAL Adapter for Discharge #4 2.5" NST (F) x 2.5"NST (M) 30 degree down	$200.00	$200.00
A	76088888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER	$1,393.29	$1,393.29
A	80028888	1	STOCK 587 BODY CONFIGURATION	$24,850.00	$24,850.00
A	80288888	1	COMPT DOORS, ROM ROLL-UP, PAINTED FOR STOCK 587	$8,860.00	$8,860.00
A	81328888	1	STOCK 587 HOSEBED CONFIGURATION	$17,975.00	$17,975.00
A	90588888	1	SPECIAL ITEM, Sutphen Graphic in Middle Cab Windows	$0.00	$0.00
A	99999999	1	DEALER SUPPLIED - PDI	$3,000.00	$3,000.00
A	99999999	1	DEALER SUPPLIED - GRAPHICS	$11,000.00	$11,000.00
			TOTAL NON-PUBLISHED OPTIONS:		**$88,055.29**

Cooperative Purchasing Quote Sheet

Cooperative Purchasing Agency:		**Date Prepared:**	**10/28/24**
Sourcewell		**Contract Number:**	**#113021-SUT**

Purchaser:		**Vendor:**	
Company:	Buckeye Fire Department	**Company:**	Sutphen Corporation
Address:	530 East Monroe	**Address:**	6450 Eiterman Rd.
City, State:	Buckeye, AZ 85326	**City, State:**	Dublin, OH 43016
Contact:	Assistant Chief Rayne Gray	**Contact:**	Ken Creese
Phone:	623-349-6719	**Phone:**	570-527-6621
Email:	rgray@buckeyeaz.gov	**Email:**	kencreese@republicfireequipment.com
Member ID:	_		

Item Number:	**15**	**Base Price:**	**$759,887.35**

Description: Customized Pumper

Section 1 - Published Options

Item / Description	Cost
See Attached	$209,221.55
Subtotal	**$209,221.55**

Section 2 - Non-Published Options

Item / Description	Cost
See Attached	$23,990.64
Subtotal	**$23,990.64**
Total of Unpublished Options from Base Model + Published	*2.5%*

Section 3 - Misc. Adjustments
Trade-Ins, Down Payment Discounts, Etc.

Item / Description	Cost
Concession for 2nd Unit	-$8,680.00
Arizona Sales Tax	$91,551.02
Un-taxed Shipping/Transport Ohio to AZ	$9,500.00
Subtotal	**$92,371.02**
Total Unit Price	**$1,085,470.56**

Estimated Delivery:	36 to 38 months	**Quantity:**	1
		Total Purchase Price	**$1,085,470.56**

Buckeye Fire Department

PUBLISHED OPTIONS							
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
A	10000200	1	PROPOSAL DRAWINGS	IATS	$0.00	$0.00	$0.00
A	10000210	1	APPROVAL DRAWINGS	IATS	$0.00	$0.00	$0.00
D	47030110	-1	SHIFTER PAD GEARING, 6 GEARS OPEN	STD	$0.00	$0.00	$0.00
A	47030120	1	SHIFTER PAD GEARING, 6 GEARS OPEN, MODE BUTTON FOR GENERATOR	IPOS	$0.00	$0.00	$0.00
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	$0.00	$0.00	$0.00
A	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA	IPOS	$718.28	$718.28	$610.54
D	15010500	-1	BATTERIES, INTERSTATE TYPE 31 MHD (4)	STD	$0.00	$0.00	$0.00
A	15031515	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012 W/REMOTE BAR GRAPH DISPLAY	IPOS	$2,156.30	$2,156.30	$1,832.86
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	$697.81	-$697.81	-$593.14
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	$436.28	-$436.28	-$370.84
A	15030440	1	120V SHORELINE INLET, KUSSMAUL SUPER 30 AUTO EJECT	IPOS	$1,298.63	$1,298.63	$1,103.84
D	43010306	-1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS	IPOS	$263.43	-$263.43	-$223.92
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	$0.00	$0.00	$0.00
A	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE	STD	$0.00	$0.00	$0.00
D	44010308	-1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 -	STD	$0.00	$0.00	$0.00
D	42910200	-1	TIRE PRESSURE MONITOR, REAL WHEELS, LED	STD	$336.24	-$336.24	-$285.80
A	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE	IPOS	$293.31	$293.31	$249.31
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	$0.00	$0.00	$0.00
A	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)	IPOS	$377.05	$377.05	$320.49
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	$359.21	-$359.21	-$305.33
D	54010010	-1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE	STD	$0.00	$0.00	$0.00
A	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON	IPOS	$1,597.59	$1,597.59	$1,357.95
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	$0.00	$0.00	$0.00
A	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)	IPOS	$2,369.13	$2,369.13	$2,013.76
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	$1,639.99	$1,639.99	$1,393.99
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	$429.88	$429.88	$365.40
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	$2,553.75	$2,553.75	$2,170.69
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	$1,064.01	-$1,064.01	-$904.41
A	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)	IATS	$2,604.80	$2,604.80	$2,214.08
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	$0.00	$0.00	$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	$560.08	$560.08	$476.07
A	11031465	4	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	$101.30	$405.20	$344.42
D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	$0.00	$0.00	$0.00
A	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL	IPOS	$689.51	$689.51	$586.08
A	20040230	1	STORAGE WELL, DEEP CENTER, 3/4 WIDTH (24" BUMPER)	IATS	$1,464.24	$1,464.24	$1,244.60
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	$1,093.43	$1,093.43	$929.42
A	20030500	1	NO CUT-OUT IN STORAGE WELL COVER	STD	$0.00	$0.00	$0.00
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
A	12030305	1	FOOT SWITCH, DRIVER'S SIDE	IATS	$143.36	$143.36	$121.86
A	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE	IATS	$143.36	$143.36	$121.86
D	12030350	-1	LANYARD CONTROL FOR AIR HORNS	IATS	$143.36	-$143.36	-$121.86
A	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON	IATS	$143.36	$143.36	$121.86
A	12710200	1	SIREN, FEDERAL Q2B, PEDESTAL MOUNT	IATS	$4,634.58	$4,634.58	$3,939.39
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	$143.36	$143.36	$121.86
A	12730362	1	SIREN BRAKE SWITCH FOR MECH SIREN, OFFICER'S SIDE	IATS	$143.36	$143.36	$121.86
A	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT	IATS	$392.50	$392.50	$333.63
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	$0.00	$0.00	$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	$597.21	$597.21	$507.63
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11031930	2	EXTERIOR DOOR, HINGED, PAINTED	STD	$0.00	$0.00	$0.00
A	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
A	11032410	2	EXTERIOR COMPARTMENT DOOR LOCK	IATS	$28.80	$57.60	$48.96
A	11032100	2	NO OPENING TO CREW SEAT COMPT	STD	$0.00	$0.00	$0.00
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	$4,342.60	$4,342.60	$3,691.21
A	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)	STD	$0.00	$0.00	$0.00
D	22510530	-1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	$0.00	$0.00	$0.00
A	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	$0.00	$0.00	$0.00

D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	$0.00	$0.00	$0.00
A	11031679	1	CENTER CONSOLE, TOP OF ENGINE ENCLOSURE	IPOS	$869.15	$869.15	$738.78
D	11031510	-1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX	STD	$0.00	$0.00	$0.00
A	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE	IPOS	$398.20	$398.20	$338.47
A	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL	STD	$0.00	$0.00	$0.00
D	30010610	-1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)	STD	$0.00	$0.00	$0.00
A	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)	IPOS	$415.78	$415.78	$353.41
A	30031650	1	DO NOT MOVE ALARM	IATS	$440.23	$440.23	$374.20
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	$812.13	$812.13	$690.31
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	$473.94	$473.94	$402.85
D	30040500	-1	DEADMAN INTERLOCK W/OVERRIDE SWITCH, TRACTOR CAB	STD	$0.00	$0.00	$0.00
A	30031810	5	12V POWER POINT	IATS	$130.84	$654.20	$556.07
A	30031820	3	12V DUAL POWER POINT, USB/USB	IATS	$130.84	$392.52	$333.64
A	28090100	1	A/C TO FACE	IATS	$637.10	$637.10	$541.54
A	11031696	1	REAR HEAT/AC STORAGE, 5 SLOTS (3 SMALL, 2 MEDIUM), SLANTED CORNERS	IATS	$886.56	$886.56	$753.58
A	28032000	1	RV AIR CONDITIONER 15,000 BTU (SHORELINE)	IATS	$5,972.11	$5,972.11	$5,076.29
D	39010131	-1	OFFICER'S SEAT, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,612.21	-$1,612.21	-$1,370.38
A	39010138	1	OFFICER'S SEAT, BOSTROM SIERRA, HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	$2,325.75	$2,325.75	$1,976.89
D	39030010	-1	OFFICER’S SEAT COMPT, OPEN FRONT	STD	$0.00	$0.00	$0.00
D	39521410	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
D	39521411	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	$1,375.78	-$1,375.78	-$1,169.41
A	38310000	3	HELMET STORAGE, UNIVERSAL BRACKET	IPOS	$317.10	$951.30	$808.61
D	38320000	-3	HELMET STORED IN COMPARTMENT	STD	$0.00	$0.00	$0.00
A	39610000	2	SCBA BRACKETS, BOSTROM, SECURE ALL	IPOS	$427.74	$855.48	$727.16
D	39610105	-4	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	$0.00	$0.00	$0.00
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	$0.00	$0.00	$0.00
A	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	$1,205.45	$1,205.45	$1,024.63
A	84541700	5	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	$514.46	$2,572.30	$2,186.46
A	30080160	1	HD STEREO, JENSEN, AM/FM/WB/CD/BT	IATS	$1,119.39	$1,119.39	$951.48
A	84530205	1	WIRED INTERCOM, DAVID CLARK - 6 POSITION	IATS	$13,009.81	$13,009.81	$11,058.34
D	60013150	-1	QFLO-1250 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	-$9,297.56	$9,297.56	$7,902.93
A	60090018	1	PUMP, HALE QMAX-2000 GPM SINGLE STAGE	IPOS	$0.00	$0.00	$0.00
A	60025960	1	PUMP GEARBOX YOKE, 1810	STD	$0.00	$0.00	$0.00
D	60026020	-1	MECHANICAL PUMP SEAL, HALE	IPOS	$1,245.23	-$1,245.23	-$1,058.45
A	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)	IPOS	$0.00	$0.00	$0.00
A	60031005	1	ALLOY ANODES, HALE (2)	IATS	$344.04	$344.04	$292.43
D	66020100	-1	3" TANK TO PUMP W/CHECK VALVE	STD	$0.00	$0.00	$0.00
A	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE	STD	$0.00	$0.00	$0.00
D	73010201	-1	TANK FILL 2"	STD	$0.00	$0.00	$0.00
A	73090001	1	TANK FILL 2"	STD	$0.00	$0.00	$0.00
D	61010405	-1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939	STD	$0.00	$0.00	$0.00
A	61090012	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX	IPOS	$389.45	$389.45	$331.03
D	61210410	-1	INTAKE PRESSURE CONTROL, TFT A1831	STD	$0.00	$0.00	$0.00
A	61290050	1	INTAKE PRESSURE CONTROL, AKRON 59	IPOS	$462.76	$462.76	$393.35
A	63060100	1	RELIEF VALVE FOR MIV	IATS	$0.00	$0.00	$0.00
D	63021100	-1	6" MAIN SUCTION, LEFT SIDE	STD	$0.00	$0.00	$0.00
A	63021500	1	6" MAIN SUCTION, LEFT SIDE	STD	$0.00	$0.00	$0.00
A	65090000	1	2.5" LEFT SIDE INLET	STD	$0.00	$0.00	$0.00
D	63025100	-1	6" MAIN SUCTION, RIGHT SIDE	STD	$0.00	$0.00	$0.00
A	63025500	1	6" MAIN SUCTION, RIGHT SIDE	STD	$0.00	$0.00	$0.00
A	65550910	1	5" FRONT SUCTION, TOP	IATS	$7,525.74	$7,525.74	$6,396.88
A	65552110	1	SWIVEL, 5" NPT X 5" NST	IATS	$2,025.61	$2,025.61	$1,721.77
D	70525125	-2	2.5" DISCHARGE, LEFT	STD	$2,093.30	-$4,186.60	-$3,558.61
A	70525900	2	2.5" DISCHARGE, LEFT	STD	$1,532.25	$3,064.50	$2,604.83
D	71025130	-2	3" DISCHARGE, RIGHT	IATS	$2,361.84	-$4,723.68	-$4,015.13
A	71025900	1	2.5" DISCHARGE, RIGHT	STD	$2,214.24	$2,214.24	$1,882.10
A	71025905	1	3" DISCHARGE, RIGHT	IATS	$2,973.08	$2,973.08	$2,527.12
A	71890000	1	DISCHARGE 2.5" RIGHT REAR	STD	$4,319.46	$4,319.46	$3,671.54
A	71990000	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED	IATS	$2,668.46	$2,668.46	$2,268.19
A	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING	IATS	$5,226.73	$5,226.73	$4,442.72
A	72590002	1	DECK GUN DISCHARGE 3"	IATS	$2,616.64	$2,616.64	$2,224.14
A	72570100	1	DECK GUN TERMINATION, THREADED	STD	$0.00	$0.00	$0.00

A	72555800	1	MONITOR, ELKHART 8297 "STINGER" W/8298 MOUNT W/QUAD STACKED TIPS & STREAM SHAPER	IATS	$6,775.31	$6,775.31	$5,759.01
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	$2,276.33	$2,276.33	$1,934.88
D	72810000	-1	TWO CROSSLAYS 2" VALVE-PIPING 1.5" SWIVEL	STD	$0.00	$0.00	$0.00
A	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL	STD	$0.00	$0.00	$0.00
D	72910500	-1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	$1,712.59	-$1,712.59	-$1,455.70
A	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	$1,286.44	$1,286.44	$1,093.47
A	84010115	1	BOOSTER REEL W/200' OF 1" HOSE & NOZZLE, MTD IN REAR COMPT	IATS	$10,750.18	$10,750.18	$9,137.65
D	61730005	-5	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	$0.00	$0.00	$0.00
A	61790510	9	DRAIN VALVES, HALE, LIFT-UP	STD	$0.00	$0.00	$0.00
A	63090002	1	HALE MASTER INTAKE VALVE, ELEC (FRONT SUCTION)	IATS	$7,476.03	$7,476.03	$6,354.63
D	61720100	-5	VALVE, AKRON HEAVY DUTY	STD	$0.00	$0.00	$0.00
D	61720110	-2	VALVE, AKRON SLOW CLOSE	IPOS	$486.86	-$973.72	-$827.66
A	61729120	11	VALVE, AKRON, HEAVY DUTY	IPOS	$82.64	$909.04	$772.68
A	61729160	2	VALVE, AKRON, SLOW CLOSE	IPOS	$82.64	$165.28	$140.49
D	61770100	-3	ACTUATOR, VALVE, SWING HANDLE	STD	$0.00	$0.00	$0.00
D	61770120	-5	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS	IPOS	$0.00	$0.00	$0.00
A	61770900	10	ACTUATOR, VALVE, PUSH/PULL, CLASS 1	STD	$0.00	$0.00	$0.00
A	61770905	1	ACTUATOR, VALVE, SWING CONTROL	STD	$0.00	$0.00	$0.00
A	61770915	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR	STD	$0.00	$0.00	$0.00
A	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH	IPOS	$0.00	$0.00	$0.00
D	77021015	-6	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"	STD	$0.00	$0.00	$0.00
A	77090000	10	GAUGE, DISCH, CLASS 1 2.5"	STD	$0.00	$0.00	$0.00
A	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	$0.00	$0.00	$0.00
A	61810160	1	DISCHARGE TERMINATION, STRAIGHT	IPOS	$0.00	$0.00	$0.00
A	60036010	5	THREADS, NST	STD	$0.00	$0.00	$0.00
A	10310210	1	FOAM SYSTEM	IATS	$0.00	$0.00	$0.00
A	73590120	1	FOAM SYSTEM, HALE SMARTFOAM 5.0 (PRG)	IATS	$19,765.98	$19,765.98	$16,801.08
A	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK	IATS	$1,247.21	$1,247.21	$1,060.13
A	73576720	1	QUARTER TURN VALVE, MANUAL FOAM FLUSH	IATS	$1,433.26	$1,433.26	$1,218.27
D	74910110	-1	PA SM1 - SIDE MOUNT PUMP PANEL	STD	$0.00	$0.00	$0.00
A	74914110	1	PRG SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)	STD	$0.00	$0.00	$0.00
A	74928000	1	~PROGRAM MODULE FOR CUSTOMIZED PUMPER	IPOS	-$8,546.97	-$8,546.97	-$8,546.97
A	74928120	1	PUMP MODULE LENGTH, 47"	IPOS	$3,164.73	$3,164.73	$2,690.02
A	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT	STD	$0.00	$0.00	$0.00
D	74930500	-1	PANEL FINISH, BLACK VINYL	STD	$0.00	$0.00	$0.00
A	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)	STD	$0.00	$0.00	$0.00
D	74931000	-1	ESCUTCHEON PLATES	STD	$0.00	$0.00	$0.00
D	74931050	-1	COLOR CODING	STD	$0.00	$0.00	$0.00
A	74931055	1	COLOR CODING (PRG)	STD	$0.00	$0.00	$0.00
A	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)	STD	$0.00	$0.00	$0.00
D	74931200	-1	PUMP MODULE FRAMEWORK, PAINTED BY SUTPHEN	STD	$0.00	$0.00	$0.00
A	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH	STD	$0.00	$0.00	$0.00
D	74931310	-1	PUMP FINISH, PAINTED BY PUMP MFG	STD	$0.00	$0.00	$0.00
A	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG	STD	$0.00	$0.00	$0.00
D	74931520	-1	PLUMBING FINISH, NON-PAINTED	STD	$0.00	$0.00	$0.00
A	74931590	1	PLUMBING FINISH, NON-PAINTED	STD	$0.00	$0.00	$0.00
D	74931600	-1	EXTERIOR DUNNAGE AREA PANEL, BLACK VINYL	IPOS	$0.00	$0.00	$0.00
A	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS	STD	$0.00	$0.00	$0.00
D	75510200	-1	PUMP OPERATOR LIGHTS, WELDON 2631 LED	IPOS	$223.10	-$223.10	-$189.64
A	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)	STD	$0.00	$0.00	$0.00
D	75530100	-1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED	IATS	$523.34	-$523.34	-$444.84
A	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)	STD	$0.00	$0.00	$0.00
D	76010105	-1	PUMP PANEL GAUGES & CONTROLS	STD	$0.00	$0.00	$0.00
A	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)	STD	$0.00	$0.00	$0.00
D	60028050	-1	PUMP PRIMER, TRIDENT, AIR	STD	$0.00	$0.00	$0.00
A	60090030	1	PUMP PRIMER, TRIDENT, AIR	IPOS	$1,327.05	$1,327.05	$1,127.99
D	76025100	-1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)	STD	$0.00	$0.00	$0.00
A	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)	STD	$0.00	$0.00	$0.00
D	76030775	-1	PUMP OVERHEAT ALARM, INNOVATIVE CONTROLS	IATS	$731.33	-$731.33	-$621.63
A	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL	IATS	$1,066.31	$1,066.31	$906.36
D	76510065	-1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 4"	STD	$0.00	$0.00	$0.00
A	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)	STD	$0.00	$0.00	$0.00
D	77510050	-1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14	STD	$0.00	$0.00	$0.00
D	83525000	-1	WATER TANK BRAND, UNSPECIFIED	STD	$0.00	$0.00	$0.00
A	83525100	1	WATER TANK BRAND, PRO-POLY	IPOS	$1,438.64	$1,438.64	$1,222.84

A	83510105	1	WATER TANK, 750 GAL, POLY	IPOS	$5,033.20	$5,033.20	$4,278.22
D	83590004	-1	WATER TANK, 750 GAL, POLY	IPOS	$5,002.61	-$5,002.61	-$4,252.22
D	80110410	-1	BODY PA-11 RES 31/53 LOW RIGHT (ELEC RACK/BRACKETS)	IPOS	$320,687.50	-$320,687.50	-$272,584.38
A	80110550	1	BODY PA-19 RES 43/53 LAD THRU TANK	IPOS	$343,321.25	$343,321.25	$291,823.06
A	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED	IATS	$0.00	$0.00	$0.00
A	81130200	8	ADJUSTABLE SHELF	IATS	$392.50	$3,140.00	$2,669.00
A	81140100	1	FIXED VERTICAL DIVIDER	IATS	$710.75	$710.75	$604.14
A	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL	IATS	$1,707.99	$1,707.99	$1,451.79
A	81150200	1	250# SLIDE-MASTER SLIDE OUT/TILT DOWN DRAWER	IATS	$1,455.91	$1,455.91	$1,237.52
A	81150300	1	600# SLIDE-MASTER TRAY	IATS	$1,308.33	$1,308.33	$1,112.08
D	80230650	-1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED	STD	$0.00	$0.00	$0.00
A	80230660	1	DOOR SILL PROTECTION, REAR COMPT, PROTEC, CLEAR FILM	IPOS	$82.16	$82.16	$69.84
D	84531110	-1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT	STD	$0.00	$0.00	$0.00
A	84531120	1	COMPT LIGHTING, ROM DUROSTRIP LED LIGHT STRIPS, 2 PER COMPT	IPOS	$158.86	$158.86	$135.03
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	$1,570.01	-$1,570.01	-$1,334.51
A	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED	IPOS	$6,320.40	$6,320.40	$5,372.34
A	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR	IPOS	$0.00	$0.00	$0.00
A	81431200	1	REAR HOSEBED COVER, VINYL	STD	$0.00	$0.00	$0.00
A	81330302	1	HOSE BED DIVIDERS, ADJ (2)	IATS	$4,186.61	$4,186.61	$3,558.62
A	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP	IATS	$403.55	$403.55	$343.02
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	$807.10	$807.10	$686.04
A	80231200	1	4 SCBA CYLINDER COMPTS (2 LEFT, 2 RIGHT)	IATS	$1,441.76	$1,441.76	$1,225.50
A	80290310	4	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	$0.00	$0.00	$0.00
D	89510002	-1	LADDER MOUNTING BRACKETS, W/CHROME PLATED HANDLES	IPOS	-$6,221.75	$6,221.75	$5,288.49
A	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE	IPOS	$0.00	$0.00	$0.00
A	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR	STD	$0.00	$0.00	$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	$97.74	$97.74	$83.08
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	$0.00	$0.00	$0.00
D	85010020	-1	TAILLIGHTS, WELDON 3884 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	STD	$2,168.65	-$2,168.65	-$1,843.35
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	$2,864.16	$2,864.16	$2,434.54
D	85110000	-1	ICC LIGHTS	STD	$0.00	$0.00	$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	$716.66	$716.66	$609.16
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	$0.00	$0.00	$0.00
A	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED	IPOS	$2,308.69	$2,308.69	$1,962.39
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	$0.00	$0.00	$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-$263.49	-$263.49	-$223.97
D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	$4,237.43	-$4,237.43	-$3,601.82
A	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES	IPOS	$5,656.33	$5,656.33	$4,807.88
D	86920100	-1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION	STD	$0.00	$0.00	$0.00
A	86910110	1	OPTICOM, INSTALLED IN LIGHT BAR, GTT 795H LED (FOR WHELEN LIGHTBAR)	IATS	$2,883.78	$2,883.78	$2,451.21
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P	STD	$1,278.23	-$1,278.23	-$1,086.50
A	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)	IPOS	$2,206.48	$2,206.48	$1,875.51
A	87537732	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR)	IATS	$1,008.28	$1,008.28	$857.04
A	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"	IATS	$2,671.68	$2,671.68	$2,270.93
A	88390932	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, TELESCOPIC W/SWITCH	IATS	$4,098.49	$8,196.98	$6,967.43
A	86537811	2	SCENE LIGHTS, WHELEN 900 LED, SURFACE MOUNT (PAIR)	IATS	$1,680.69	$3,361.38	$2,857.17
A	10310320	1	GENERATOR & ACCESSORIES	IATS	$0.00	$0.00	$0.00
A	88230600	1	GENERATOR, HARRISON, 6KW HYD	IATS	$20,648.58	$20,648.58	$17,551.29
A	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS	IATS	$763.90	$763.90	$649.32
A	88251100	1	BREAKER PANEL, STD LOCATION (L1)	STD	$0.00	$0.00	$0.00
A	88250100	2	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	$727.99	$1,455.98	$1,237.58
A	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100	IATS	$1,015.30	$1,015.30	$863.01
A	88399950	1	SCUFF PLATES FOR TELE LIGHTS, DIAMOND PLATE, UPPER REAR CORNERS OF CAB	STD	$0.00	$0.00	$0.00
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	$0.00	$0.00	$0.00
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	$696.93	-$696.93	-$592.39
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	$877.14	$877.14	$745.57
A	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	$732.66	$1,465.32	$1,245.52
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	$1,308.33	$1,308.33	$1,112.08
A	89050700	1	BACKBOARD STORAGE COMPARTMENT, HOSE BED	IATS	$1,593.40	$1,593.40	$1,354.39
D	99031105	-1	PICK-UP UNIT AT FACTORY	STD	$0.00	$0.00	$0.00
A	99040200	1	~DEALER PREP/INSPECTION	IATS	$3,913.08	$3,913.08	$3,913.08
					TOTAL PUBLISHED OPTIONS:	**$246,960.72**	**$209,221.55**

Buckeye Fire Department

NON-PUBLISHED OPTIONS					
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	23088888	1	SPECIAL ITEM, AUXILIARY COOLER	$0.00	$0.00
A	15028888	1	SPECIAL Batteries SIX (6) WORLDWIDE 700CCA	$1,016.10	$1,016.10
A	15030488	1	SPECIAL Shoreline Inlet COOPER 5717 NFI 30 AMP	$571.43	$571.43
A	43028888	1	SPECIAL Front Tires FRONT TIRES, GOODYEAR 315/80 G289 WHA	$628.57	$628.57
A	44028888	1	SPECIAL Rear Tires GOODYEAR 12R22.5 G287 W/ DURASEAL	$685.71	$685.71
A	32588888	1	SPECIAL ITEM, MODIFIED REAR SEAT RISER	$700.00	$700.00
A	20088888	1	SPECIAL ITEM, NOTCHED FRONT BUMPER FOR INTAKE	$1,500.00	$1,500.00
A	30088888	1	SPECIAL ITEM, 12-VOLT POWER POINT	$2,046.18	$2,046.18
A	33028888	1	SPECIAL Hand Held Spot Light UNITY 325A SPOTLIGHTS ON CAB A-PILLARS	$1,212.19	$1,212.19
A	28088888	1	SPECIAL ITEM, PROTECTOR, ENGINE HOOD	$700.00	$700.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	38340110	1	PRIMARY SEAT POSITION	$0.00	$0.00
A	39528888	1	SPECIAL Crew Seat 3 AIR RIDE, NON SCBA FORWARD FACING	$1,581.08	$1,581.08
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	39528888	1	SPECIAL Crew Seat 4 AIR RIDE, NON SCBA FORWARD FACING	$1,581.08	$1,581.08
A	38340120	1	SECONDARY SEAT POSITION	$0.00	$0.00
A	39588888	1	SPECIAL ITEM, CREW SEAT COMPT, FRONT DOORS, SPECIAL HEIGHT	$0.00	$0.00
A	11088888	1	SPECIAL ITEM, OVERHEAD STORAGE COMPT, FRONT/CENTER OF RR W/DOOR	$1,812.25	$1,812.25
A	11088888	1	SPECIAL ITEM, ELECTRIC LOCKS ON EXTERIOR CAB COMPT. DOORS AND R1 BODYCOMPT. DOOR	$1,423.67	$1,423.67
A	65588888	1	SPECIAL ITEM, MANUAL AIR BLEEDER FOR FRONT SUCTION	$337.50	$337.50
A	65588888	1	SPECIAL ITEM, DELETE SWIVEL	-$1,346.00	-$1,346.00
A	61888888	1	SPECIAL Adapter for Discharge #3 ADAPTER, 3" NST FE X 4" NST W/CAP & CHAIN - (CHROME)	$174.12	$174.12
A	72888888	1	SPECIAL ITEM, CROSSLAY LIGHTING	$550.00	$550.00
A	77528888	1	SPECIAL Water Level Gauge FRC TANKVISION	$350.00	$350.00
A	77540888	1	SPECIAL Foam Level Gauge 1 FRC TANKVISION	$350.00	$350.00
A	81088888	1	SPECIAL ITEM, TOOL BOARD, SWING OUT, FMI	$1,362.17	$1,362.17
A	81388888	1	SPECIAL ITEM, Hose bed covers / doors are to be 12 " from the end of the truck	$0.00	$0.00
A	89988888	1	SPECIAL ITEM, PANELS, ALUMINUM	$1,687.50	$1,687.50
A	86588888	1	SPECIAL ITEM, LIGHT, FRC FOCUS 750/120, TELESCOPIC	$3,924.09	$3,924.09
A	88388888	1	SPECIAL ITEM, ADDITIONAL SWITCHES FOR 240V LIGHTS @ PUMP PANEL	$800.00	$800.00
A	90688888	1	SPECIAL ITEM, CHEVRON ON A1 DOOR	$343.00	$343.00
			TOTAL NON-PUBLISHED OPTIONS:		**$23,990.64**

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 4.I. CC - Approval of Minutes
DATE PREPARED: 11/14/24	**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 October 15, 2024 Special Council Meeting and Council Executive Session Minutes, October 15, 2024 Regular Council Meeting Minutes, and November 5, 2024 Special Council Meeting and Council Executive Session Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the October 15, 2024 Special Council Meeting and Council Executive Session Minutes, October 15, 2024 Regular Council Meeting Minutes, and November 5, 2024 Special Council Meeting and Council Executive Session Minutes.

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

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
10.15.2024 Special Council Meeting and Council Executive Session Minutes.pdf
11.05.2024 Special Council Meeting and Council Executive Session Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
OCTOBER 15, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
4:00 p.m.

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:00 p.m.

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

Members Absent: None.

Departments Present: City Manager Dan Cotterman, City Attorney Scott McCoy, and City Clerk Lucinda Aja.

2. Convene into Executive Session

At 4:01 p.m., a motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to convene into Executive Session pursuant to A.R.S. Sections 38-431.03 A.1 and 38-431.03 A.3 for consultation with the City's Attorney and for the discussion or consideration of employment and salaries of a public officer, appointee, or employee of the public body relating to the annual employee performance evaluation of City Manager Dan Cotterman, and for discussion or consultation with the City Attorney for legal advice on related matters. Motion passed unanimously.

3. Reconvene into Public Meeting

At 5:13 p.m., a motion was made by Vice Mayor Goodman and seconded Councilmember Hess to reconvene into the Public Meeting. Motion passed unanimously.

4. Action Items

4.A Council to take action on an amendment to the City Manager's Employment Agreement.

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to authorize the Mayor and City Attorney to execute an amendment to the City Manager's Employment Agreement to: amend Section 1(B) to permanently adjust the annual performance review of the City Manager to the second regular City Council meeting in October; amend Section 3(B) to establish the City Manager's annual five percent salary increase, to be effective on the City Manager's annual review date (second Regular City Council meeting in October); amend Section 3(D) to provide payment in an amount equal to the maximum allowable 2024/2025 Internal Revenue Service (IRS) contribution to a 457 deferred compensation plan; amend Section 3(E) to allow vacation accrual at the rate of ten hours per pay period; and to amend Section 7.1 to establish a base severance without cause payment of seven months salary with annual increases to the severance payment of two weeks of severance pay to accrue on the City

Manager's hire anniversary date; and each amendment having an effective date of October 16, 2024; all other terms and conditions of the City Manager's Employment Agreement, as amended, shall remain the same. Motion passed unanimously.

5. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:17 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on October 15, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
NOVEMBER 5, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
4:30 p.m.

1. Call to Order/Roll Call

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

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

Members Absent: Councilmember HagEstad

Departments Present: City Manager Dan Cotterman, City Attorney Scott McCoy, and City Clerk Lucinda Aja.

2. Convene into Executive Session

At 4:31 p.m. a motion was made by Councilmember Hess and seconded by Councilmember Youngker to convene into Executive Session pursuant to A.R.S. Section 38-431.03 A.1 for the discussion or consideration of employment and salaries of a public officer, appointee or employee of the public body relating to the annual employee performance evaluation of City Attorney K. Scott McCoy. Motion passed unanimously.

3. Reconvene into Public Meeting

At 5:36 p.m. a motion was made by Vice Mayor Goodman and seconded by Councilmember Youngker to reconvene into the public meeting. Motion passed unanimously.

4. Action Items

4.A Council to take action on an amendment to the City Attorney's Employment Agreement.

A motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to authorize the Mayor and the City's Legal Counsel to execute an amendment to the City Attorney's Employment Agreement to reflect a five percent salary increase to the City Attorney's base salary and to establish an annual salary increase consistent with the salary increases, if any, that is granted to regular City employees, and to increase the City Attorney's vacation accrual to the rate of ten hours per pay period, and amend the Agreement to establish a base severance without cause payment of six months' salary, with annual increases to the severance payment of two weeks of severance pay to accrue on the City Attorney's hire anniversary date, with the amendments having an effective date of November 6, 2024; all other terms and conditions of the City Attorney's Employment Agreement, as amended, shall remain the same. Motion passed unanimously.

5. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:38 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on November 5, 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: 11/19/24	**AGENDA ITEM:** 5.A. DS - PH Resolution No. 68-24 - Ventana Ranch 2 Minor General Plan Amendment - Application PLZU-24-0001
DATE PREPARED: 11/14/24	**DISTRICT NO.:** No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Resolution No. 68-24 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The proposed Business Commerce designation is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.

A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City's Business Park (BP) zoning district, allowing for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City's General Plan. Approval of both requests will facilitate development of a 44-acre business park on the subject property and adjoining 11-acre commercial corner (not included in this General Plan Amendment request).

The Planning and Zoning Commission recommended approval of this request and the companion rezoning on October 8, 2024. This item was continued by the request of the applicant at the November 5, 2024 Council Meeting.

Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits.

BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.

3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one-to-one jobs per household”.

4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.

5. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZU-24-0001 Ventana Ranch 2 Minor GPA Council Staff Report 11-19-24.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - Existing General Plan Land Use Map.pdf
Exhibit D - Proposed General Plan Land Use Map.pdf
Exhibit E - General Plan Amendment Narrative.pdf
Exhibit F - Citizen Participation Report.pdf
Exhibit G - Written Opposition and Support.pdf
Ventana Ranch 2 GPA & Rezone - Council PPT 11-19-24.pptx
Resolution No. 68-24 Ventana Ranch Minor GPA.docx

MINOR GENERAL PLAN AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZU-24-0001
TITLE:	Ventana Ranch Minor General Plan Amendment
MEETING DATE:	November 19, 2024

Applicant:	William Lally, Tiffany & Bosco, P.A.
Owner(s):	Lennar Arizona, LLC
Request:	Minor General Plan Amendment changing the land use designation of approximately 43.87 acres east of the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce
District:	2
Location:	Approximately 1,300 feet east of the northeast corner of Watson Road and Southern Avenue (Exhibits A, B, C, and D)
Site size:	Approximately 43.87 acres
Public input:	An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval. This item was continued by request of applicant at the November 5, 2024 Council meeting.
Recommendation:	Adoption of Resolution No. 68-24, approving Case PLZU-24-0001

PROJECT DESCRIPTION

1. The Imagine Buckeye 2040 General Plan document (also referred to as "Imagine Buckeye 2040" or simply the "General Plan") is used by the City to guide Buckeye's future relative to land use, public services, infrastructure, and resource management. The General Plan is designed to guide Buckeye's future while retaining the community's distinctive character and culture.
2. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting (Exhibit E) approval of a Minor General Plan Amendment changing the land use designation of approximately 43.87 acres located east of the northeast corner of Watson Road and Southern Avenue from Neighborhood to Business Commerce. The purpose of the existing and proposed land use categories is as follows:
    - The Neighborhood designation is applied to areas that are expected to develop with a broad range of residential types and densities, including single-family attached, single-family detached, and multi-family homes. Other land uses that support and contribute to the livability of neighborhoods, such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses are also permitted in the Neighborhood designation.
    - The Business Commerce is applied to areas expected to develop with community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads while also encouraging walkability by providing connections to adjoining neighborhoods.
3. A concurrent request to rezone the subject property from Planned Residential (PR) to Planned Area Development (PAD) is scheduled for review at this same meeting. The proposed PAD would allow for development of the 43.87-acre subject property based largely upon the permitted uses and development standards of the City's Business Park (BP) zoning district, allowing for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design. Approval of this General Plan Amendment is required in order for the proposed rezoning to conform to the City's General Plan.
4. The PAD includes an additional 11.18 acres near the intersection of Southern Avenue and Watson Road upon which neighborhood-serving commercial uses are proposed. The 11.18 acres are not included in this General Plan Amendment request, as neighborhood-serving commercial uses are permitted in the property's existing Neighborhood land use designation.

5. Lennar is also processing a Preliminary Plat for a 419-lot single-family residential subdivision on the 92.62 acres immediately north of the subject property extending north to Roeser Road. The Preliminary Plat will proceed forward to Planning and Zoning Commission when all review comments have been addressed. The single-family residential use is permitted by current PR zoning.
6. Any change to the General Plan's Future Land Use Map involving more than 160 acres, or any change within the Luke Compatible Area (LCA) designation, requires a Major General Plan Amendment (GPA). Any requests that do not meet the Major Amendment criteria are considered Minor General Plan Amendments. Comprised of 43.87 acres and not located within the LCA, this proposal constitutes a Minor GPA.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

8. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500 foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit F.

9. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.
10. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit G to this staff report.
11. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
12. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

13. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
14. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
15. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.
16. *November 5, 2024:* At the request of the applicant, this item was continued to the November 19, 2024 Council meeting.

ANALYSIS:

17. The requested General Plan Amendment changing the land use designation of approximately 43.87 acres to Business Commerce will support rezoning and development of the subject property with commercial and/or light industrial uses in a business park, industrial park, or campus setting featuring high-quality site and building design. Heavy industrial uses and outdoor uses are not permitted in this category.
18. The proposed Business Commerce designation does not support rezoning to districts such as Light Industrial (I-1) or Heavy Industrial (1-2), where larger scale, single-building and/or heavier industrial could be developed. As previously noted, development within this category must occur within a business park/campus setting, with an expectation that any industrial function is not visible from off property. To this end, staff has recommended the concurrent rezoning be conditioned upon a limitation on the size of any individual building to a maximum of 200,000 square feet, with cross-dock distribution centers prohibited.
19. With large scale industrial uses occurring south of Southern Avenue (including the approximately 2 million square foot Ross Distribution Center and the nearly as large Walmart Distribution Center) and single-family residential uses planned or existing north of Southern Avenue (including Ventana Ranch north of Roeser and Ventana Ranch 2 immediately north of this site), application of the proposed Business Commerce land use designation and subsequent development of the site with an appropriately scaled business park will provide a more complimentary land use transition than if residential lots backed up to Southern Avenue.
20. In addition to the proposed General Plan Amendment and concurrent rezoning, approval of a Site Plan application by the Planning and Zoning Commission will be required. At the time of that submittal, Staff will ensure that the proposed development provides adequate buffering between adjacent single-family uses and features high quality design that minimizes views of any industrial function to confirm consistency with the Business Commerce land use designation.
21. The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:
    - Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

- Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, "Mixed-use land patterns are developed in appropriate areas throughout the community."
- Further the City's Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: "The City of Buckeye will encourage commerce and business employment centers that respond to the City's economic needs and that correspond with Buckeye's targeted economic sectors." and General Plan Policy G-7.3 "The City of Buckeye will have an average of one to one jobs per household".
- Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
- Provide for high quality landscape design and architecture that enhances Buckeye's aesthetic, with industrial site functions not visible from off property.

RECOMMENDATION:

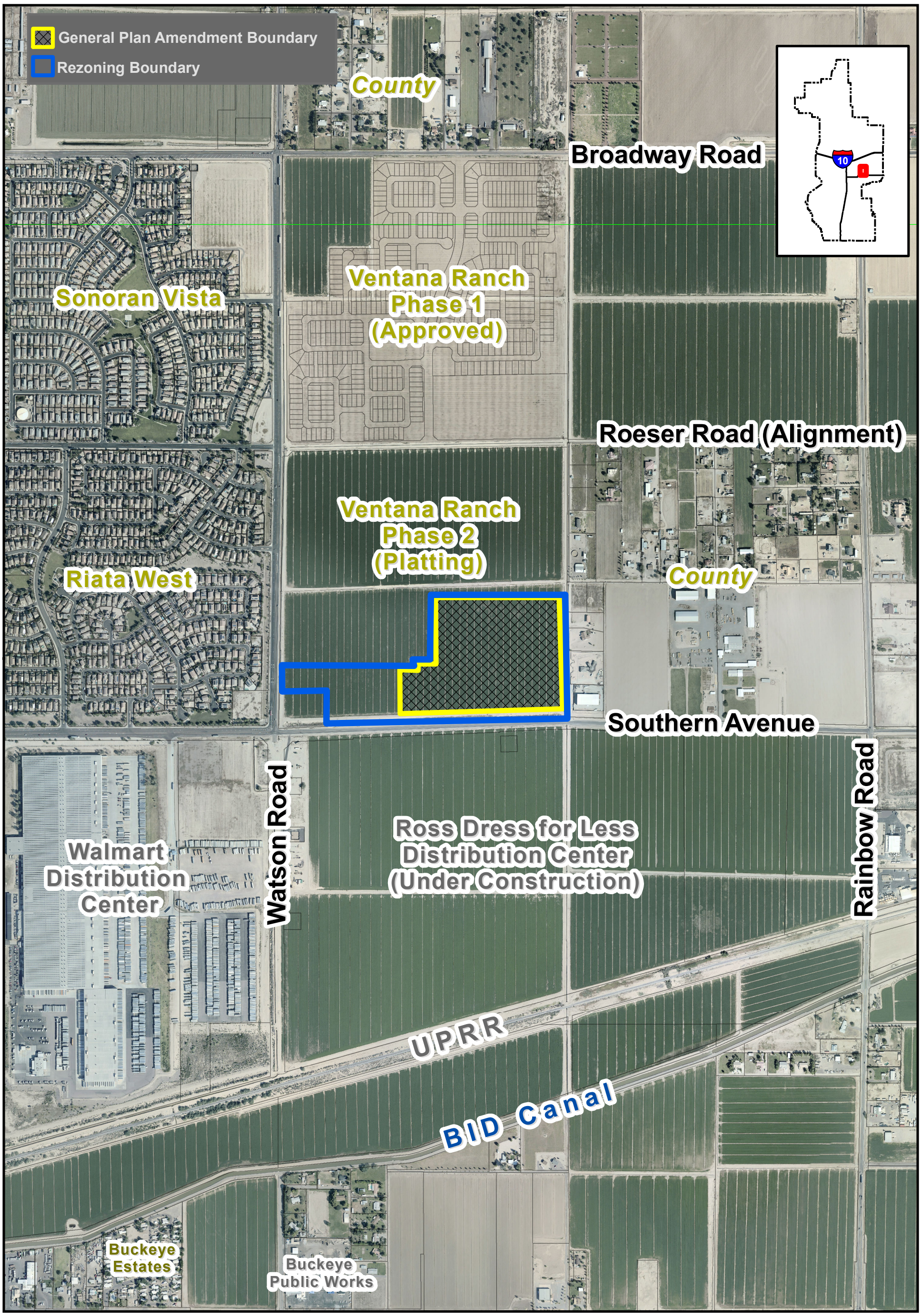
22. Staff recommends that City Council conduct a public hearing and adopt Resolution No. 68-24, approving a Minor General Plan Amendment for Ventana Ranch 2 (Case PLZU-24-0001).

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – Existing General Plan Land Use Map
- Exhibit D - Proposed General Plan Land Use Map
- Exhibit E – General Plan Amendment Narrative
- Exhibit F – Citizen Participation Report
- Exhibit G – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Planning Director



VICINITY MAP

PLZU-24-0001 and PLZZ-24-0002

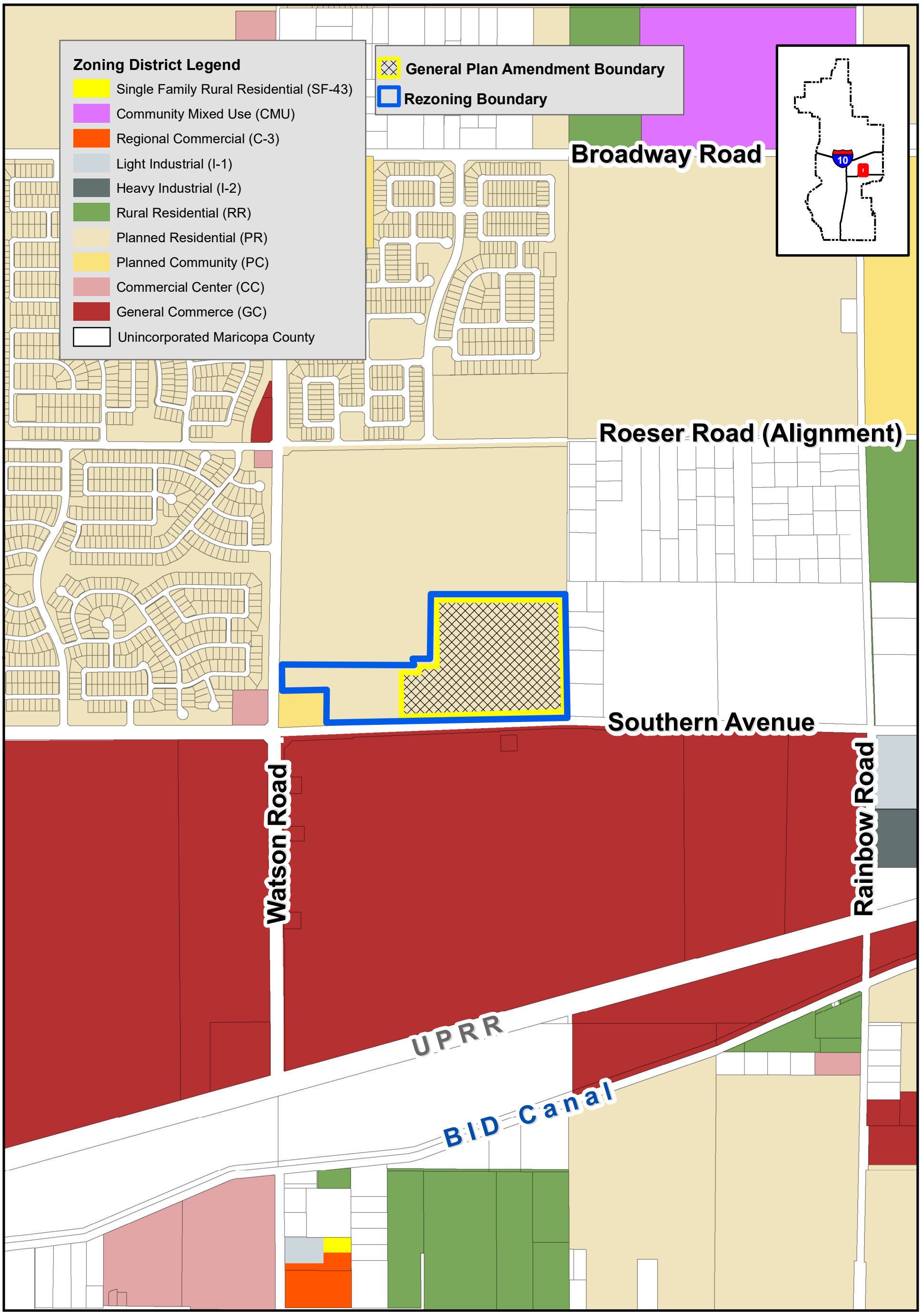
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit B



ZONING MAP

PLZU-24-0001 and PLZZ-24-0002

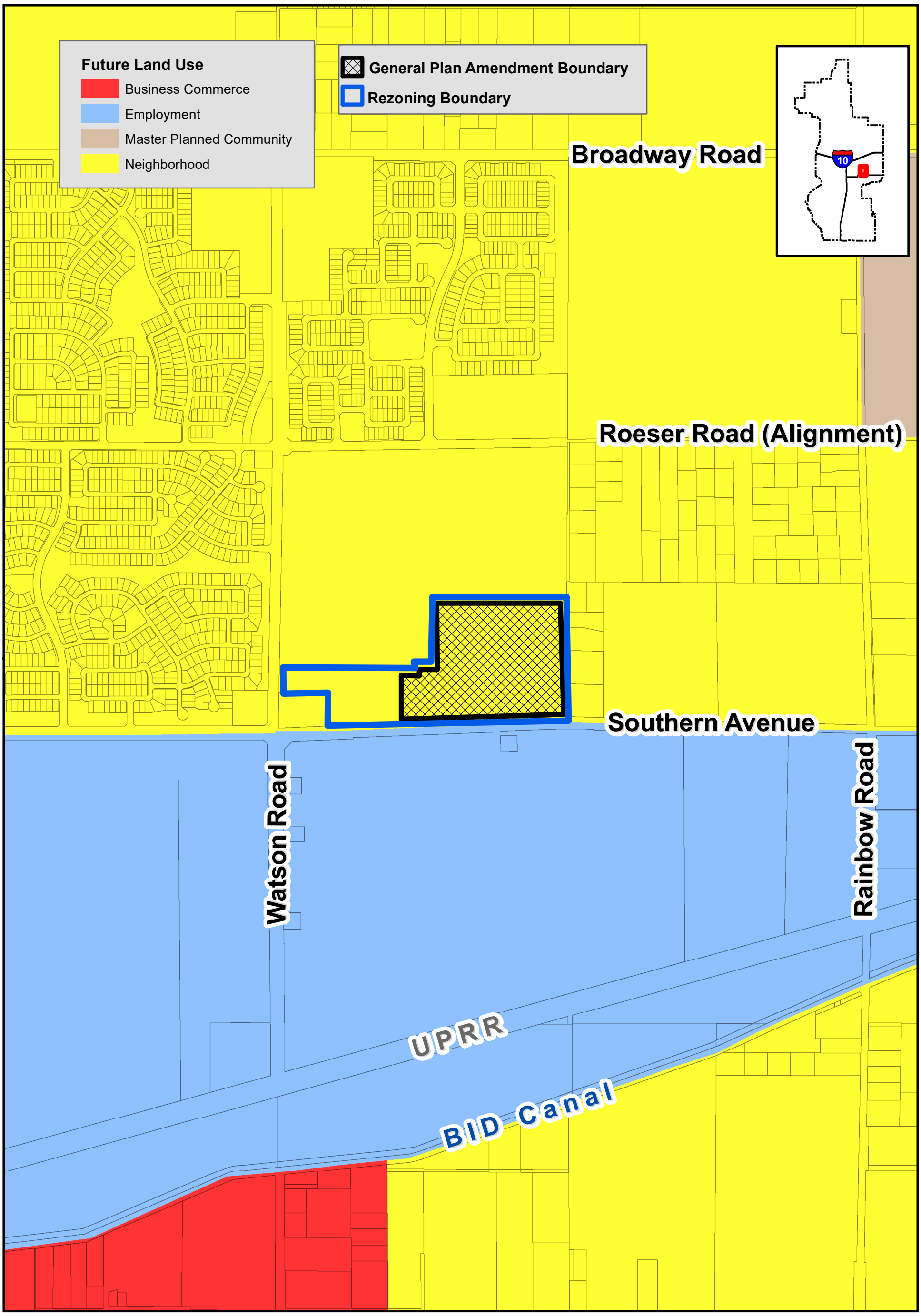
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit C



GENERAL PLAN LAND USE - EXISTING

BUCKEYE, AZ

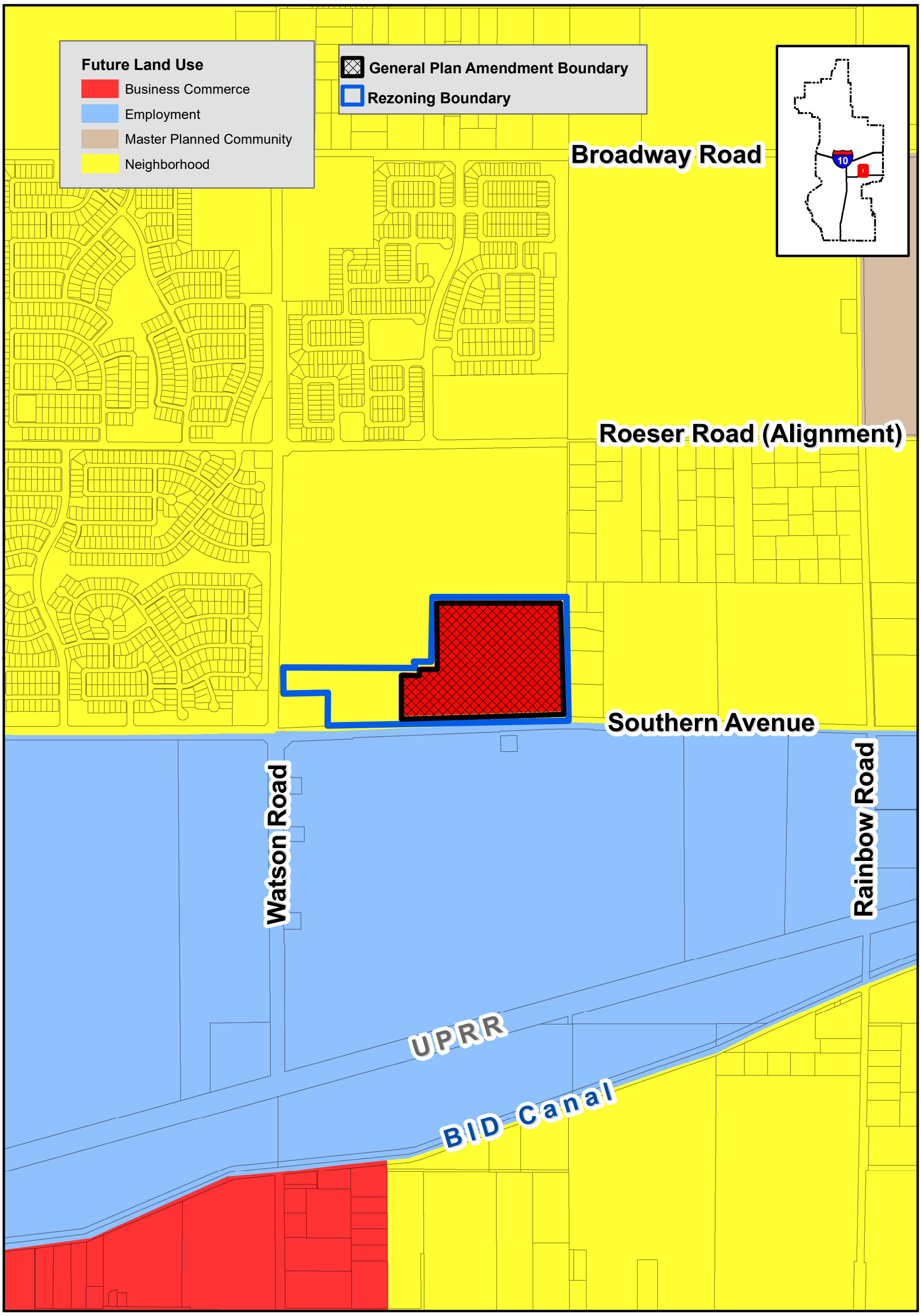
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

N W E S

Exhibit D



GENERAL PLAN LAND USE - PROPOSED

BUCKEYE, AZ

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

N W E S

Exhibit E

3R PLZU-24-0001 RECEIVED JUL 11 2024 WD

NEC of Southern and Watson

Minor General Plan Amendment

City of Buckeye

Lennar Ventana Ranch Phase II
Application Case #: PLZU-24-0001
1st Submittal: February 13, 2024
2nd Submittal: July 11, 2024

Applicant/Representative:

TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

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Exhibit A – Maricopa County Assessor Parcel Map

Exhibit B – Context Aerial of Property

Exhibit C – Regional Aerial of Property

Exhibit D – Existing General Plan Land Use Map

Exhibit E – Proposed General Plan Land Use Map

Exhibit F – Proposed Well Site

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	43.87± Acres (gross)
Current Zoning	PR – Planned Residential
General Plan	Neighborhood
Development Team	<u>Owner</u> Lennar Arizona, LLC Vickey Morris, Senior Project Manager 480-702-8766 1665 W Alameda Dr. Tempe, AZ 85282 <u>Legal Counsel</u> Tiffany & Bosco, P.A. William Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Engineering</u> Stantec Daniel Pottinger 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155

II. INTRODUCTION

Tiffany & Bosco, P.A. ("Applicant"), on behalf of Lennar Arizona, LLC an Arizona limited liability company ("Owner"), respectfully requests a Minor General Plan Amendment of the 43.87± acres (SEC of APN 504-48-033). APN 504-48-033 is generally located at the northeast corner of Southern & Watson. The proposal would change the current future land use designation of the subject site within the Imagine Buckeye 2040 General Plan (the "General Plan") from Neighborhood to Business Commerce. The site is identified by Maricopa County Assessor parcel number: 504-48-033. The GPA is requested for the southernmost portion of the parcel, adjacent to Southern Avenue. (the "Property"); see ***Exhibit A – Maricopa County Assessor Parcel Map***, ***Exhibit B – Aerial of Property***, and ***Exhibit C – Regional Aerial***.

III. PROPERTY DESCRIPTION

Relationship to Surrounding Properties

The Property is directly wedged between large industrial sites to the south, existing commercial and residential to the west, with a new residential development currently underway to the north, to be developed by Lennar (Ventana Ranch Phase II, single-family, residential). The properties to the east are a mixture of commercial, industrial and residential uses in Maricopa County. Large-industrial sites are located across Southern Avenue to the south. Residential neighborhoods with a commercial corner are located to the west, across Watson Road. The following is the surrounding land use context:

- North:
  - Ventana Ranch Phase II, a proposed single-family subdivision currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
    - Jurisdiction – City of Buckeye ("City")
    - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
  - Undeveloped S 231st Avenue then parcels within Maricopa County
    - Jurisdiction – Unincorporated Maricopa County
    - These are a combination of single-family residential lots, agricultural uses, industrial uses and non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.

- Southeast corner of Watson Road and Southern Ave is parcel # 504-42-002C owned by DRM Farms, LLC
  - Jurisdiction – City
  - The site is currently utilized for agricultural uses
  - This property is zoned PC – Planned Community and designated for Neighborhood land uses.

- South:
  - Southern Avenue, then large light-industrial uses
    - Jurisdiction – City
    - This site is under development, and will serve as a warehouse and distribution center for the brand.
    - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.
- West:
  - APN 504-42-002C (hard SEC of Southern & Watson)
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned PC- Planned Community.
  - Watson Road then APN 504-41-002J
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned CC- Commercial Center.
  - Watson Road then the subdivision known as Riata West
    - Jurisdiction – City
    - Riata West is an 888 single-family home subdivision.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Current Site Conditions

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently being used for agriculture purposes.

Current Accessibility and Circulation

Southern Avenue borders the south of the Property, Watson Road is to the west and Roeser Road is to the north. The Property's location allows for multiple future access points from

each arterial and gives future site users means to access the State Route 85 ("SR-85") approximately 4-miles west of the Property and I-10 to the north. Onsite circulation and future access drives will be determined at the time of site plan stage. Access to the development shall be per the requirements in Section 6-3 of the City's Engineering Design Standards.

IV. DESCRIPTION OF THE REQUEST

The proposed Minor General Plan Amendment ("Minor GPA") will allow for a re-designation of the southeastern portion of the parcel, 43.87± acres to Business Commence from its current Neighborhood land use designation. Approval of this Minor GPA will allow for the expansion of a complimentary, Business Commerce land use designation to act as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This Minor GPA proposal, will ensure economic success because of the convenient access to the SR-85 and I-10 along major arterial roads within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Business Commerce proposal will provide for office, manufacturing, light-industrial, retail, service and other commercial uses for the nearby residential neighborhoods and employees working in this area.

A related rezone case (PLZZ-24-0002) accompanies this request to change the zoning to PAD, and proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. This will allow for the development of new mixed-use area, which supports residential, commercial and employment uses. The proposed planning area, PAD-B will provide a positive economic impact to the immediate area, with the addition of smaller employment opportunities to compliment the larger employment core south of Southern Avenue. The proposed PAD-A planning area, will provide for neighborhood and employee supported uses for the immediate locality. Allowing for retail, restaurants, and service uses in the proposed area, will minimize trips from surrounding existing and future residential homes. The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the existing residential zoning to the north of the Property. The employment user directly south of Southern Avenue is a 1.7-million square foot facility that dominates the Southern Avenue streetscape. The minor employment and commercial uses will not only

serve the surrounding community's residents and workers, but create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2± million square foot, industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings will be separated from the adjacent county lot-lines, separated by landscaping, and an irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye.

The Property is currently surrounded by a mixture of residential, agricultural, commercial and sizable, industrial uses. The adjacent sites to the south are designated for Employment uses and developed with massive buildings. The City has designated approximately 1,021.47± acres in this area to Employment. See ***Exhibit D – Existing General Plan Land Use Map and Exhibit E – Proposed General Plan Land Use Map***. This larger area spans south to Southern Avenue, to just south of the Buckeye Canal, with Business Commerce abutting directly below. The request for Business Commerce (43.87± acres) creates a natural progression from Employment designation from the south to residential to the north, see ***Exhibit F – Context General Plan and Use Map.***

Business Commerce Uses

The current definition of Business Commerce is:

> Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability.

Zoning districts that are consistent with this land use designation are: PO, C-2, C-3, BP and PAD.

Application of Business Commerce to Property

The property is currently surrounded by a mixture of residential, commercial, and industrial uses. To add the Business Commerce land use designation to the Property would greatly contribute to the overall local and regional economy by complementing and supporting the significant Employment uses in this area of the City as well as the residential. This proposal allows for a natural transition from large scale industrial uses (south of property) to single-family residential (north of property) and would promote the possibility of a live/work community, which provides amenities and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of Buckeye. This proposed land use change, further supports the overall land use proposal to adapt to the surrounding environment.

Impact on the City and Surrounding Community

Changing from Neighborhood to Employment and Business Commerce will provide a minor employment and business land use designation adjacent to large employment uses south of the Property and services to the residential homes to the north of the Property. This mixture of land uses benefits traffic connectivity and provides supporting land uses on a unique property that is adjacent to several different and significant land uses. The goal of the land use designation change is to create land use transitions that support and buffer each other.

V. Utilities and Services

Water, Sewer, and Refuse Providers

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to dedicate a 150'x150' well site (well site #2) to the City of Buckeye as shown on ***Exhibit F – Proposed Well Site.*** The well site has been determined and the City's water department has agreed to the location.

Fire and Police Protection

Fire and police protection services will be provided by the City. Nearest police station is

located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site).

Impact on Local Schools and Parks

The Property and surrounding properties are currently agriculture. Changing the land use designation from Neighborhood to Business Commerce, is not expected to have a direct effect on local schools and parks as there is no added residential to increase school age population.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3*: The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposed Minor GPA will change a portion of the City's land use plan (43.87± acres of SEC of APN 504-48-033) from Neighborhood to Business Commerce. This will allow the Southern Avenue corridor, to have non-residential uses along this major roadway corridor, but smaller in scale. The proposed Business Commerce land use designation on the north side of Southern Avenue, promotes a gradual progression in use intensities from Employment to Neighborhood. The designation of Business Commerce would provide transitional area, from large employment users, with massive sites and buildings fronting the south side of Southern Avenue, to smaller business, office and employment opportunities for the City on the north side of Southern Avenue. This minor designation to Business Commerce land use would encompass a small portion of the Property, and will provide a minor employment area within the City with minimal impacts to existing residents.

The Business Commerce land use designation will provide an opportunity to support the existing and future residential neighborhoods and employees, thereby reducing traffic to the proposed retail, restaurants, and service uses. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home, while having access to major roads and connections to Neighborhood areas. The change in land use has the potential of providing future jobs and increase the economic base of the City. The Business Commerce designation will help grow the economy and diversity of Buckeye's land portfolio, while providing an appropriate transition of large Employment uses to south, to residential uses with the designation of Neighborhood to the north. The proposed Minor GPA meets many of the intended goals and policies of the City and its General Plan. We look forward to working with the City staff on this Application.

EXHIBIT A

Maricopa County Assessor Parcel Map

(on following page)

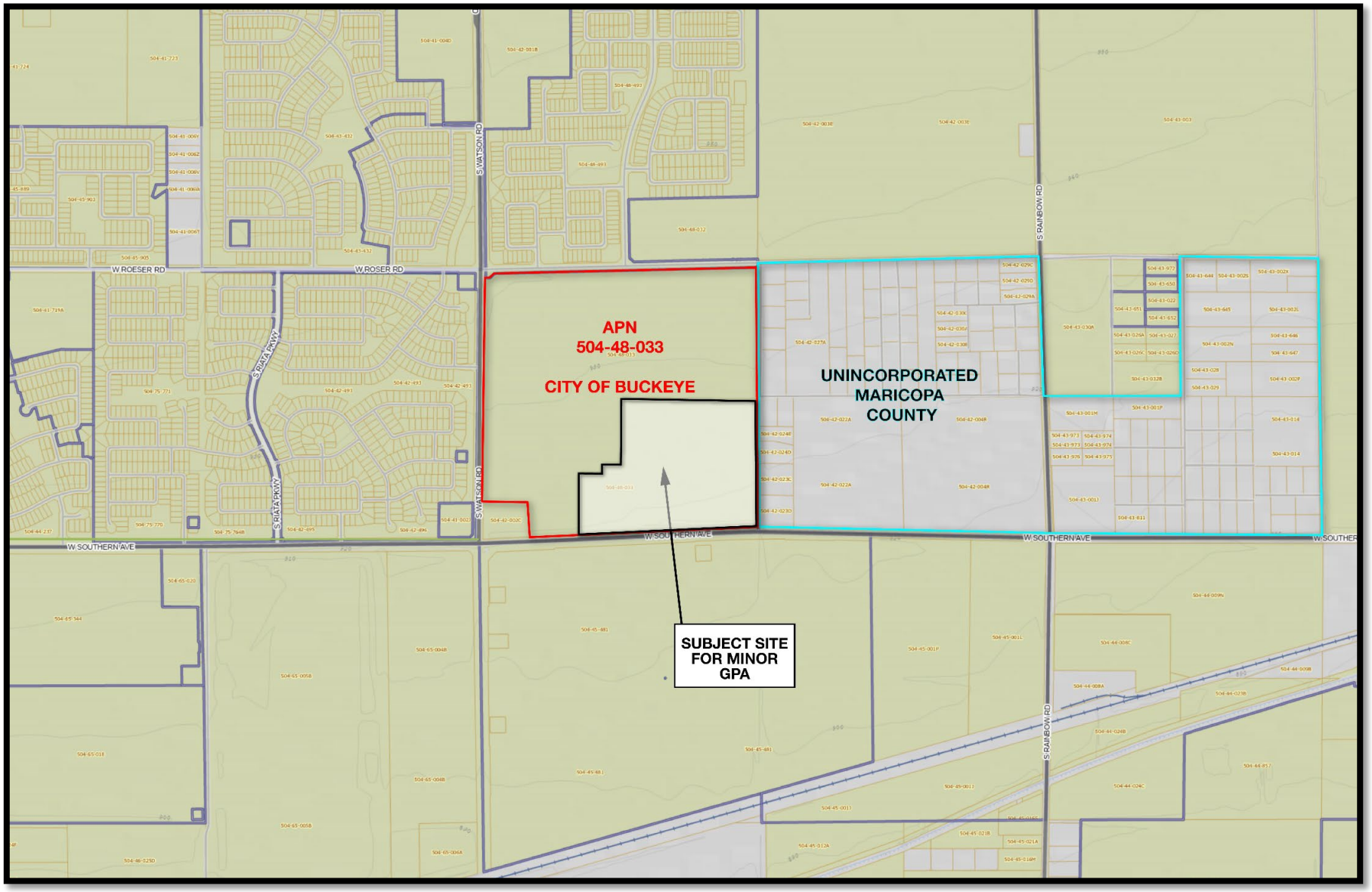

Exhibit A – Maricopa County Assessor Parcel Map

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT B

Context Aerial of Property

(on following page)

Exhibit B – Context Aerial of Property

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT C

Regional Aerial of Property

(on following page)

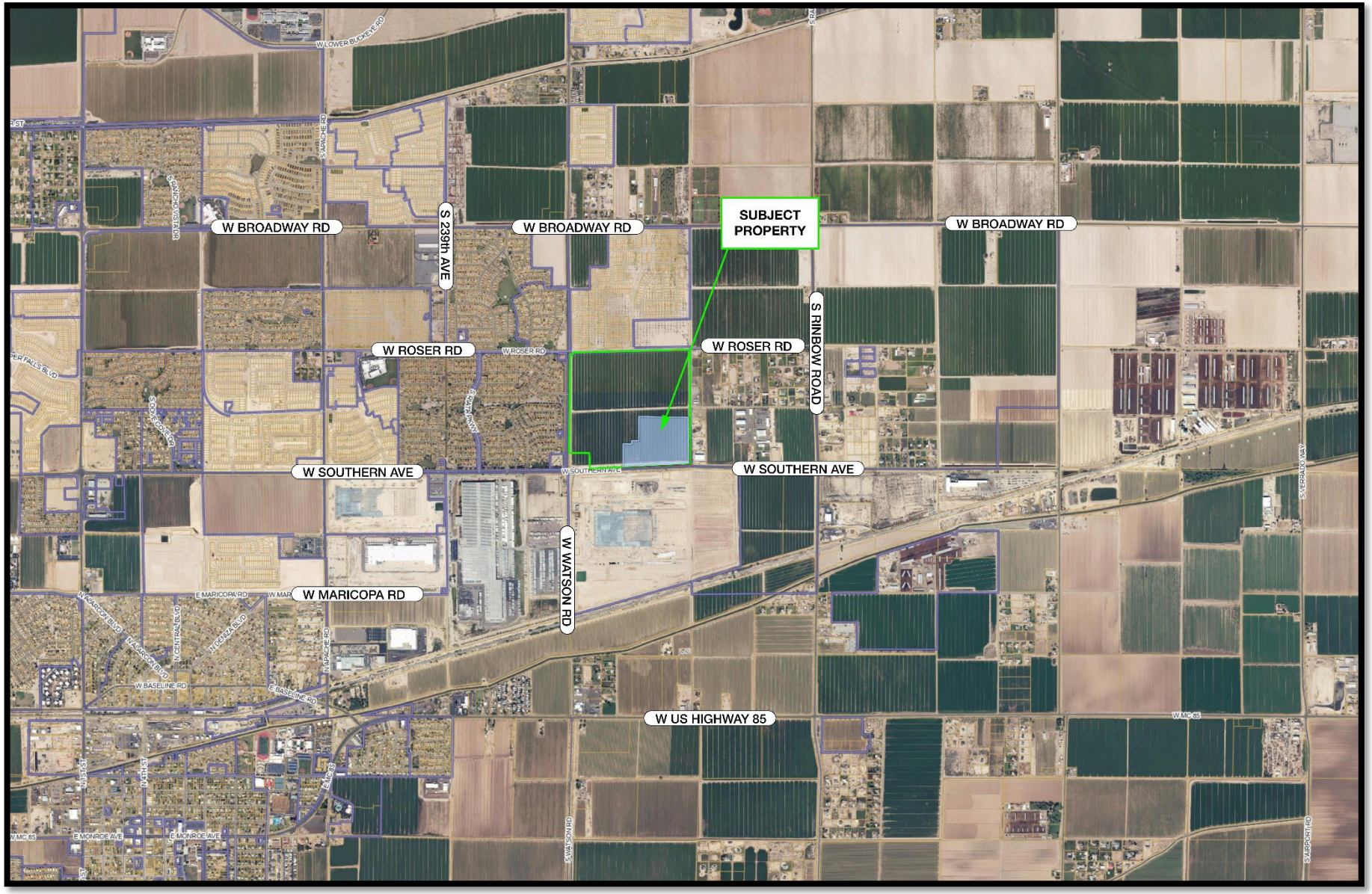

Exhibit C – Regional Aerial of Property

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT D

Existing General Plan Land Use Map

(on following page)

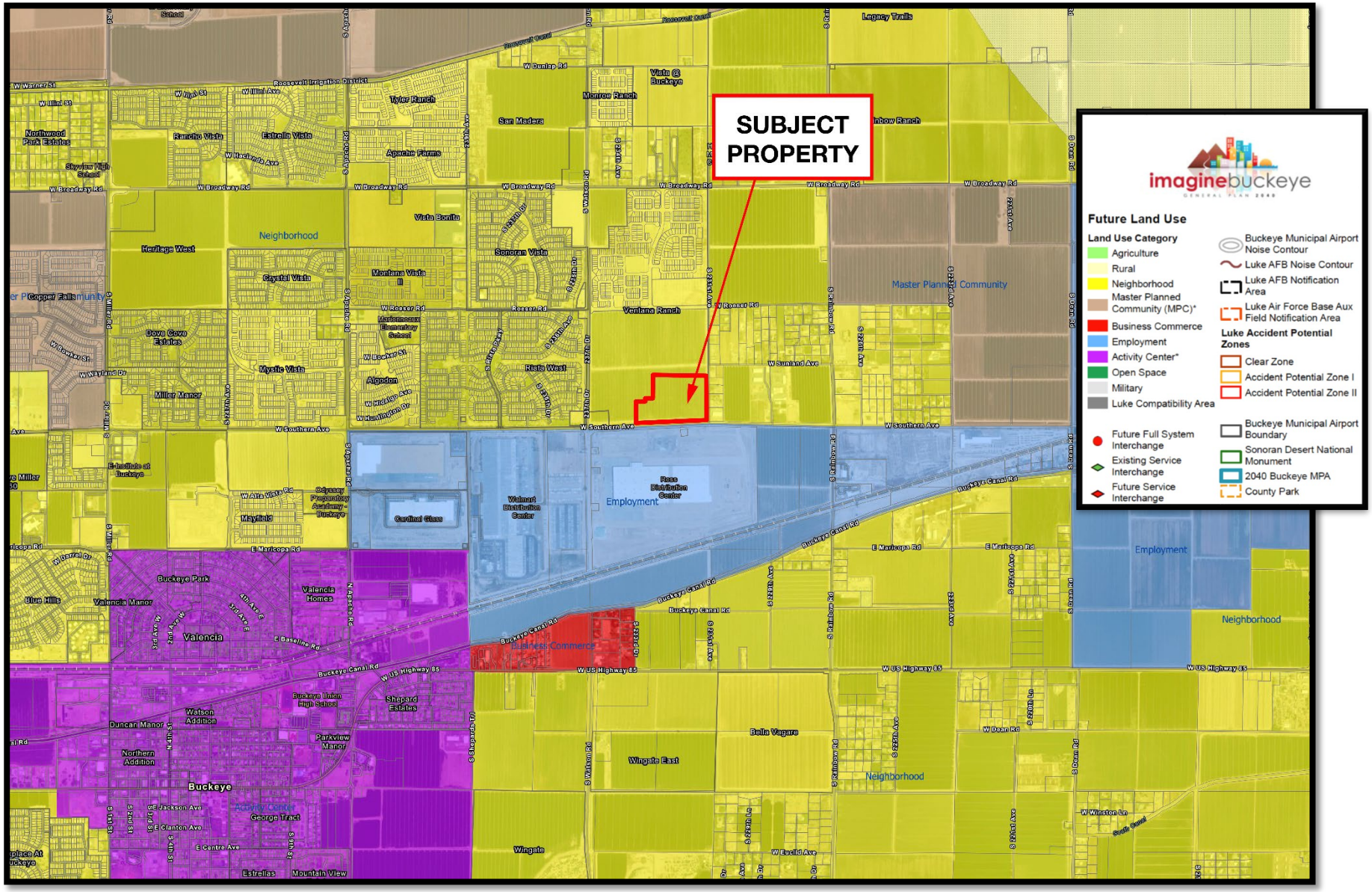

Exhibit D – Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT E

Proposed General Plan Land Use Map

(on following page)

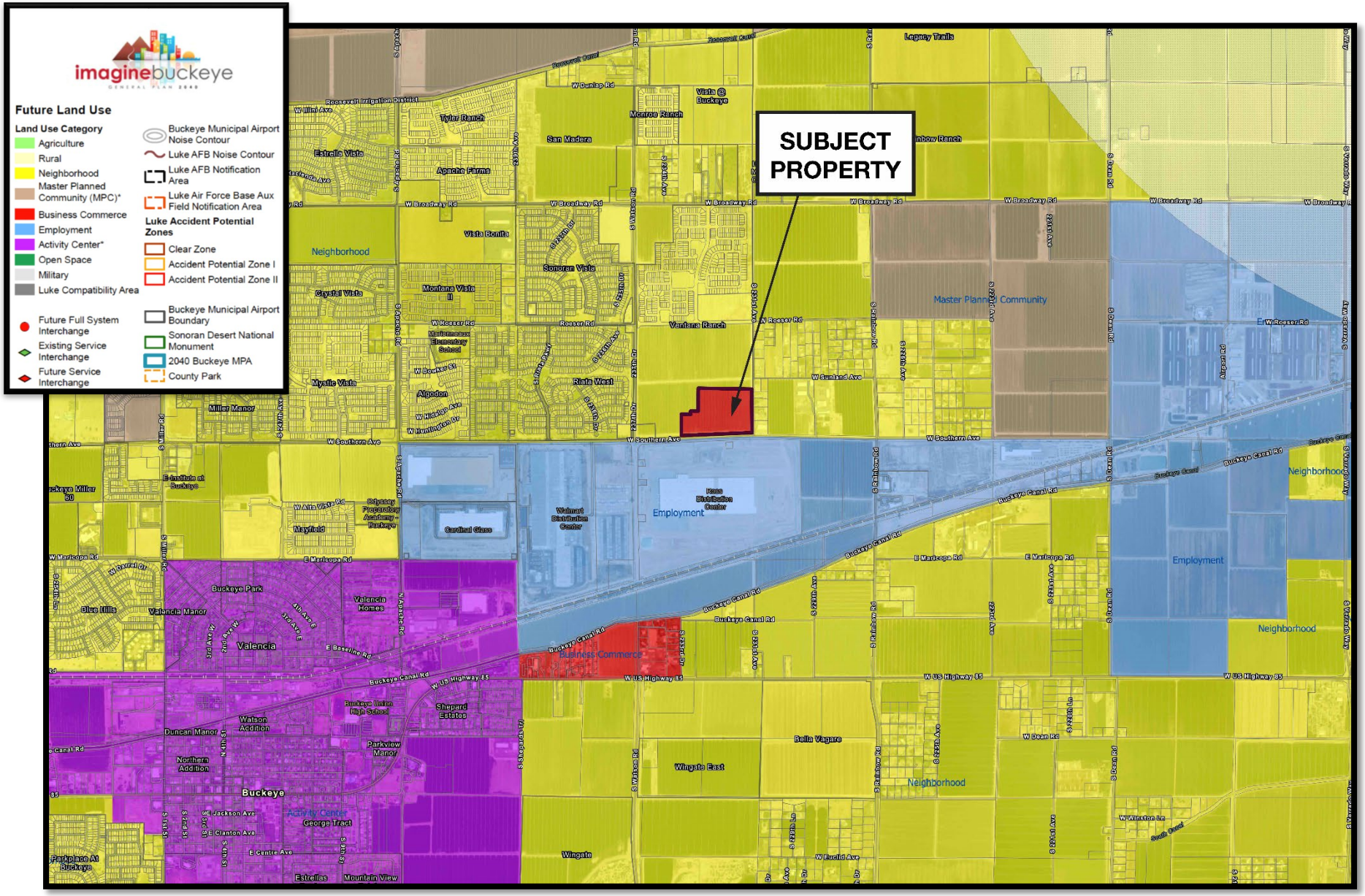

Exhibit E – Proposed General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT F

Proposed Well Site

(on following page)

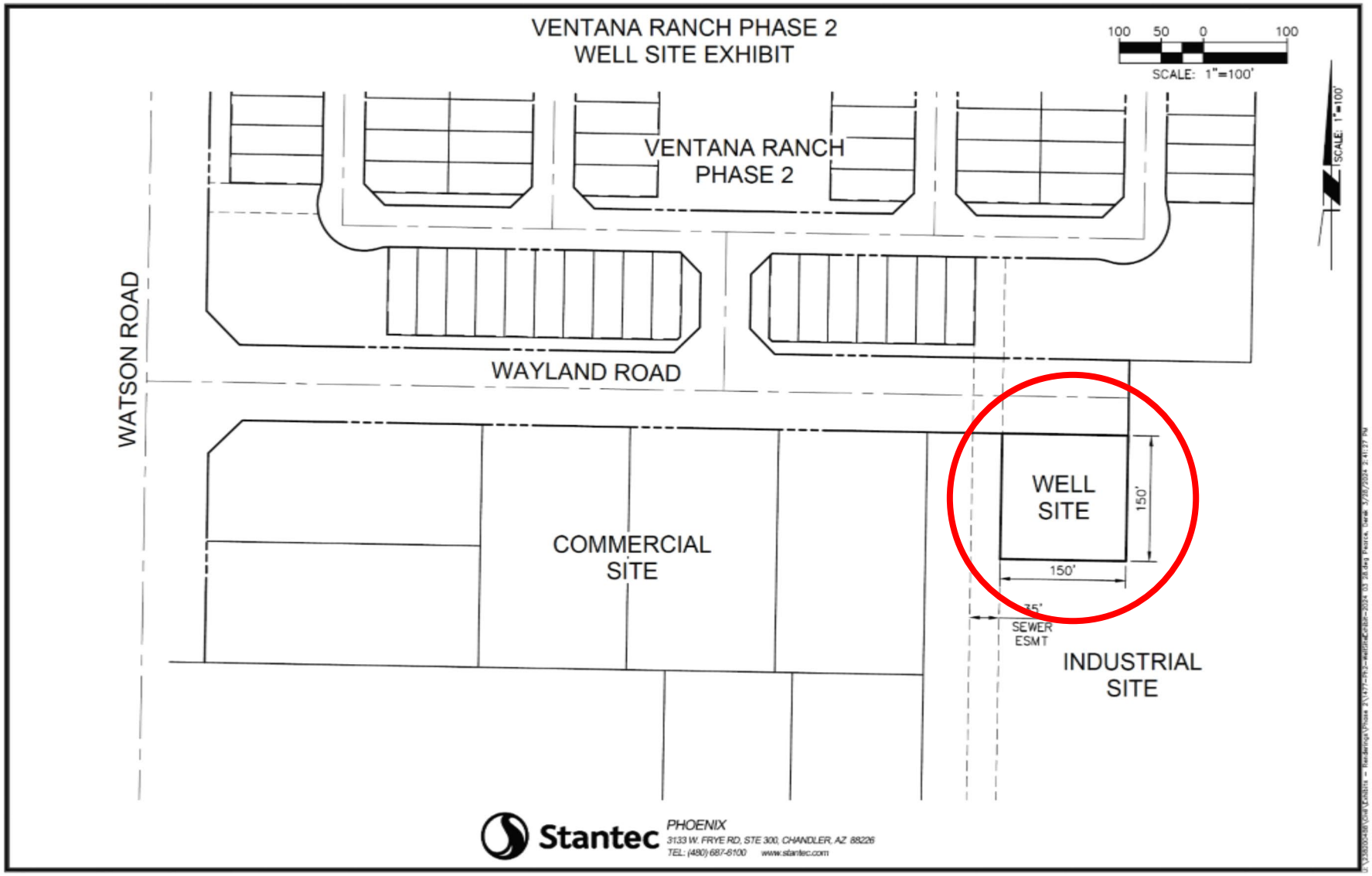

Exhibit F – Proposed Well Site

NEC of Southern & Watson

Exhibit F

Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002
1st Submittal Date: February 13, 2024
2nd Submittal Date: June 7, 2024
3rd Submittal Date: September 12, 2024

Applicant/Representative:

TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("City"), adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary.*

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see* ***EXHIBIT A***, a copy of the Sign In sheet, *see* ***EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
(ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
(iii) Where residents, property owners, and interested parties receiving notices, newsletters or other written material are located; and
(iv) The number of people that participated in the process
(v) A summary of concerns, issues and problems expressed during the process, including:
    a. The substance of the concerns, issues, and problems
    b. How we addressed or will address the concerns expressed during the process; and

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)

TIFFANY & BOSCO P.A.

July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the "Property"). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye's city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting:
Date: Wednesday, August, 14th, 2024
Time: 6:00 P.M.
Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326

The Planning and Zoning ("P&Z") Commission and City Council hearings are not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject "PLZU-24-0001 & PLZZ-24-0002."

Sincerely,

Holly Reading
Senior Project Manager

TIFFANY & BOSCO P.A.

Vicinity Map

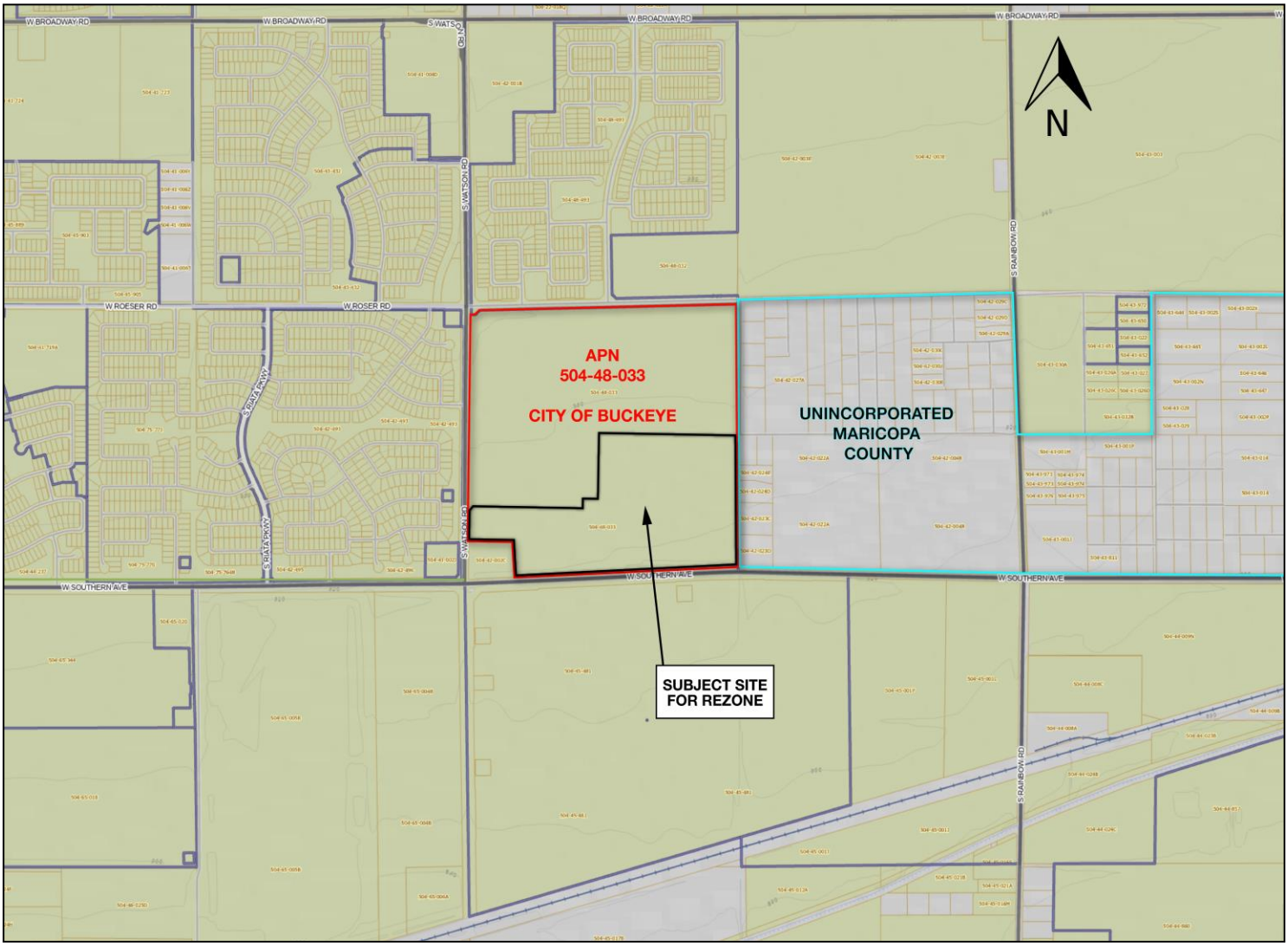

EXHIBIT B

Sign-In Sheet

(on following page)

Lennar - Ventana Ranch South - PAD Rezone and GPA
NEC of Southern Avenue and Watson Road

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	WKIRKPATRICKMAN@MSN.COM	623-386-2734
Melinda Kirkpatrick	23042 W. Southern Ave	WKirkpatrickman@msn.com	623-386-2734
RICHARD WADDA			
Autumn Stanton	5889 S 235th Ln	autumnstanton@yahoo.com	(623) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023az@gmail.com	562-209-5366
Kourtney Briese	5639 S. 231st	kourtney.briese@gmail.com	623 703 1239
Ryan Belohrec	114 S 5th Street Buckeye	Ryan@downtownBuckeye.com	503-747-8024
Rud Jon	23791 W GROVE ST Buckeye		253-789-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for $400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tryed to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
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MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
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MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500’ Buffer Map

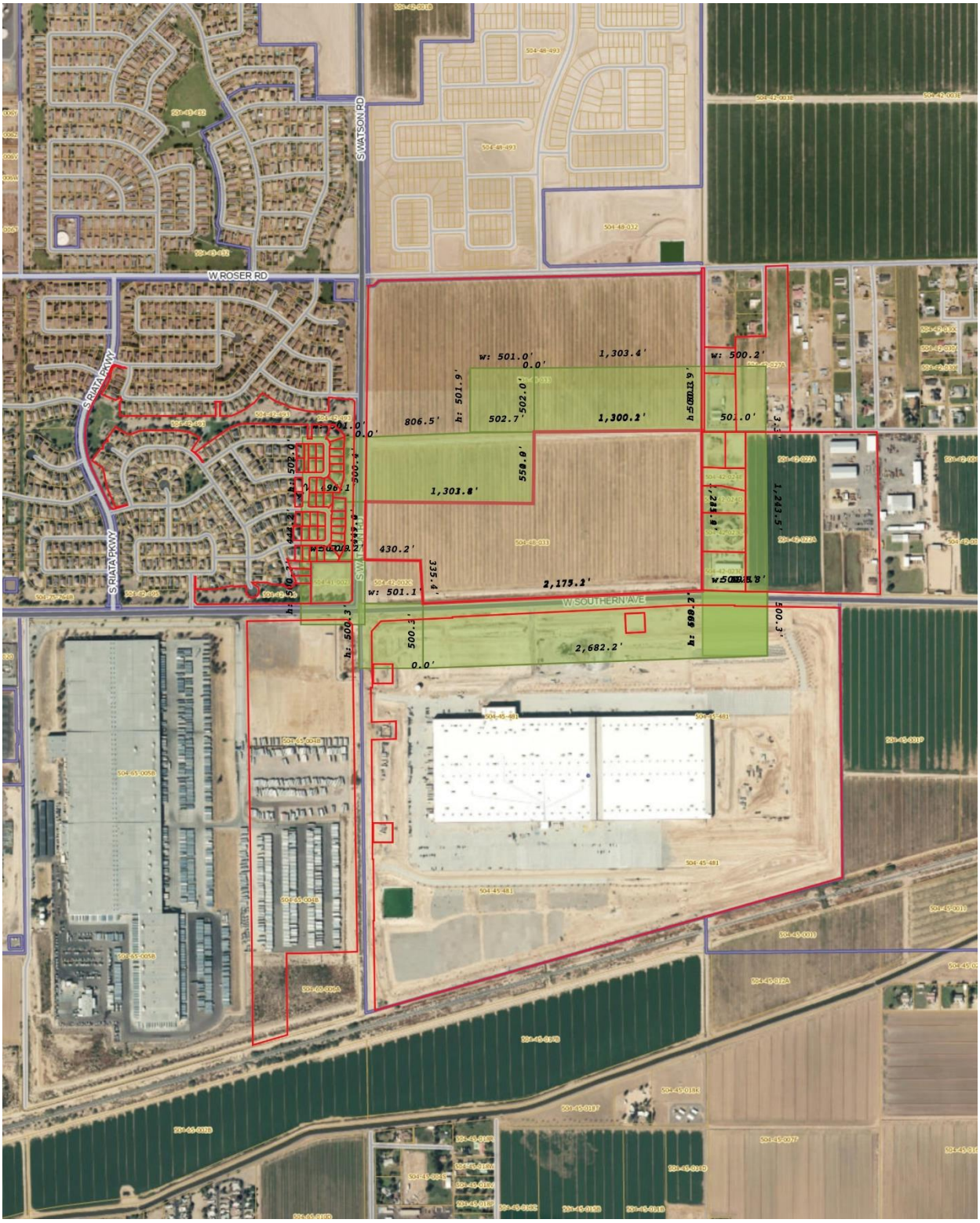


Exhibit G

From: Jennifer Heeter
To: Ken Galica
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

> You don't often get email from ladyjennifer11@gmail.com. Learn why this is important

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

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,
My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,

Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: autumn stanton
To: Ken Galica
Cc: Tony Youngker
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 PM

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

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern. Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more. The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussle and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

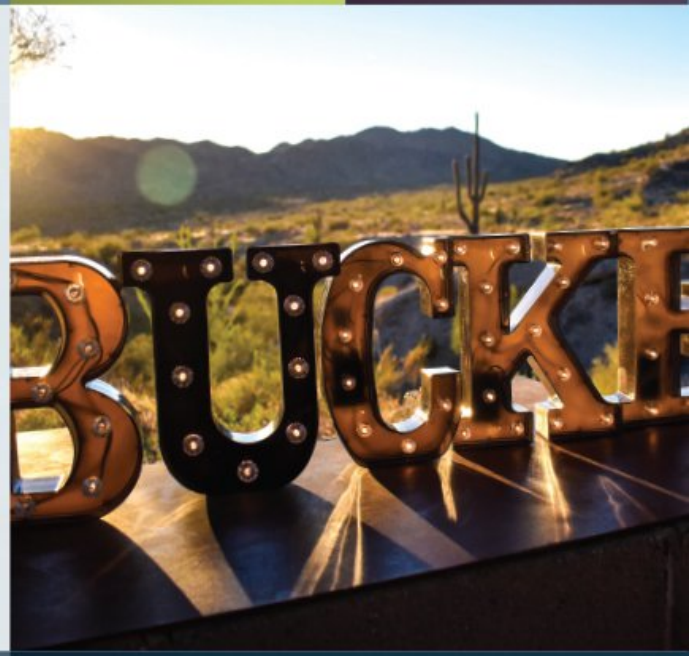
https://nextdoor.com/p/JBY26GbXk33C?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021

https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274

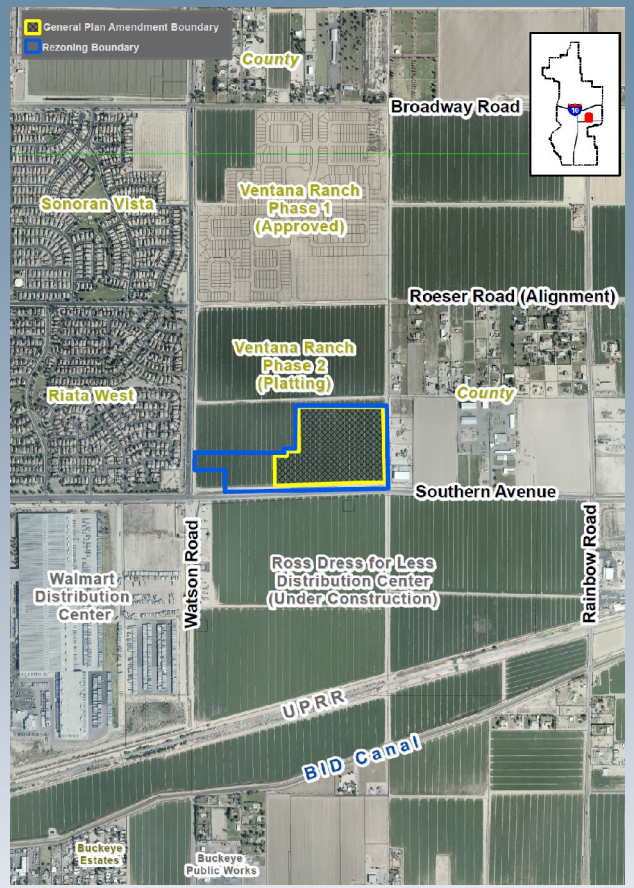
AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

Ventana Ranch 2
Minor General Plan Amendment and Rezoning

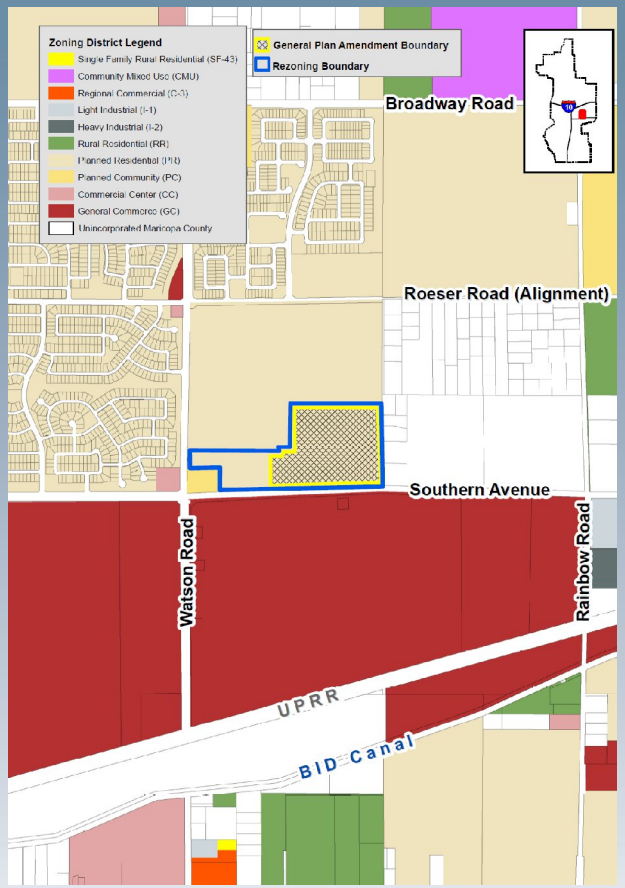
City Council Meeting
November 19, 2024 (Continued from November 5, 2024)
Cases PLZU-24-0001 and PLZZ-24-0002



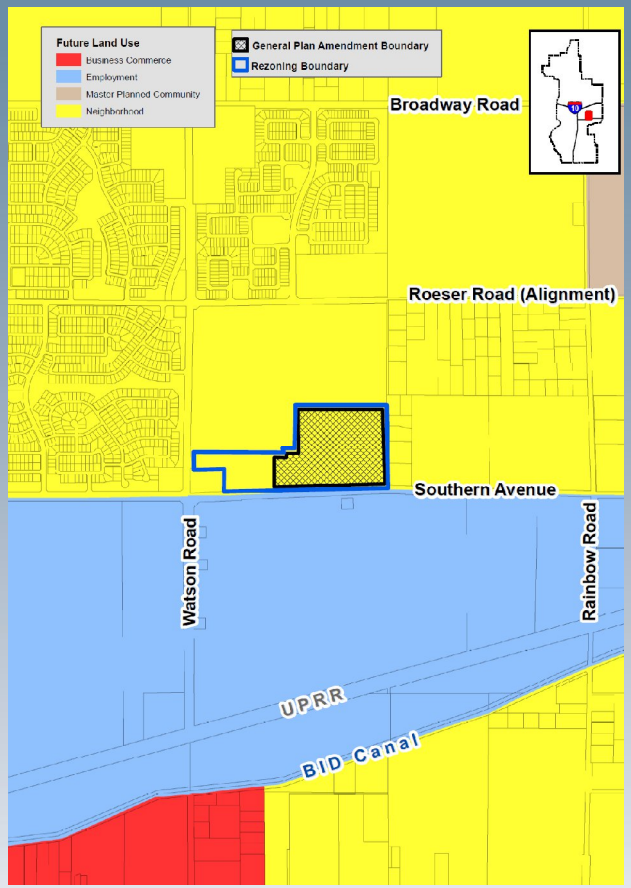
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



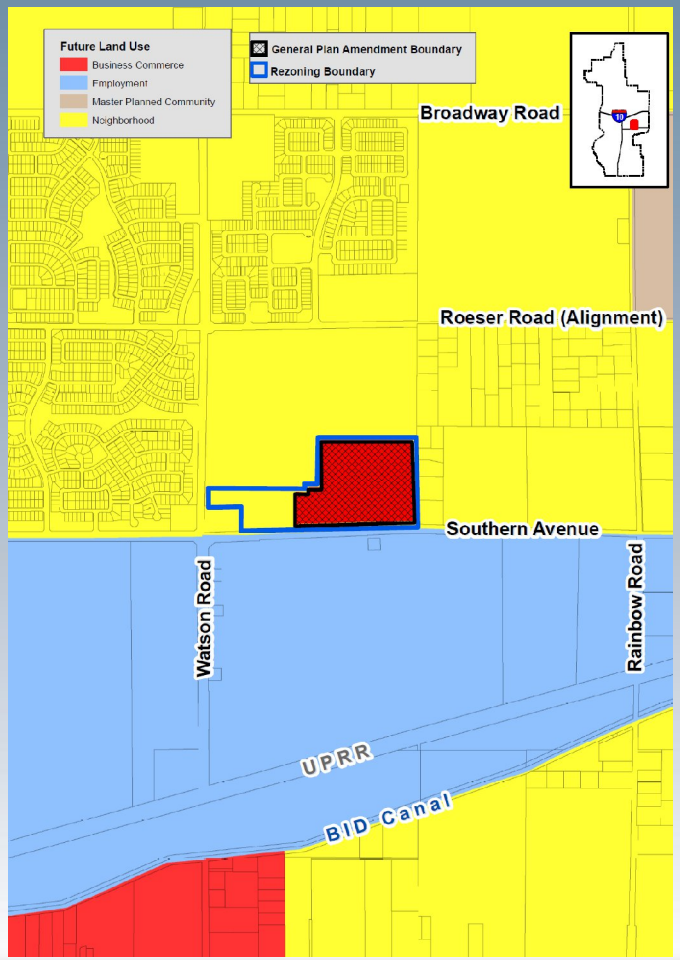
Existing General Plan LU Map

N

BUCKEYE, AZ

Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use: Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?

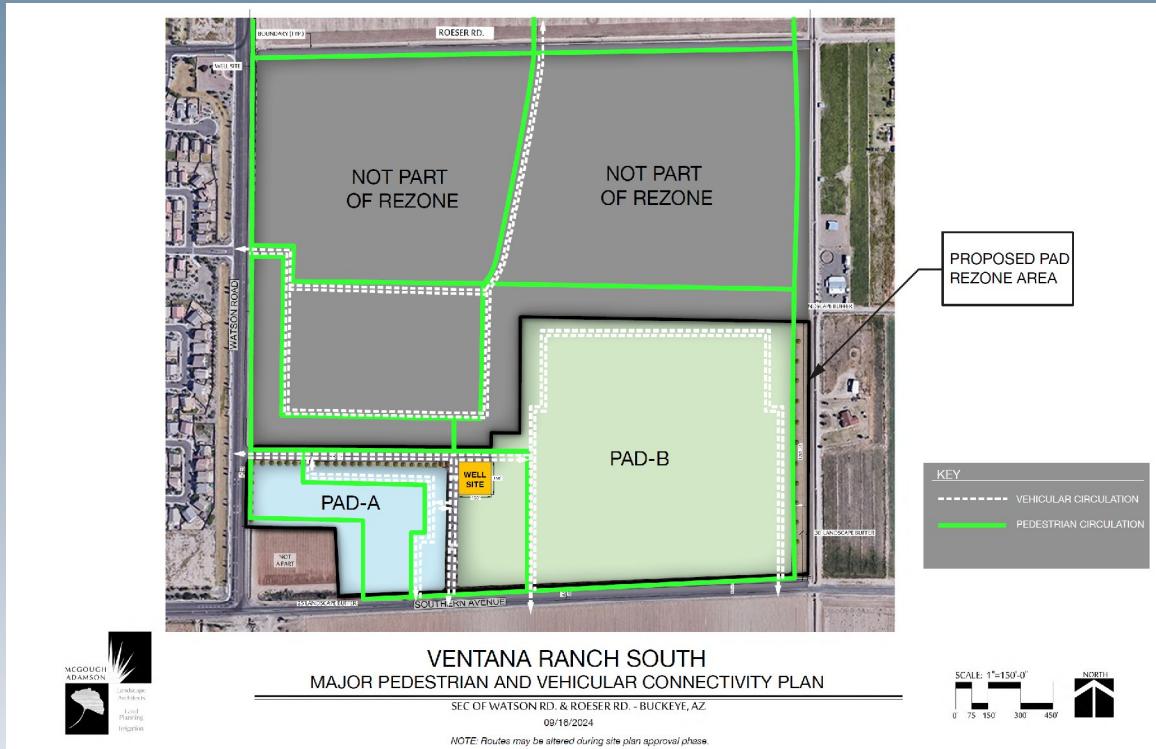


Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
  - PAD-A: Commercial
    - Uses based on C-1 and C-2 districts but more narrowly tailored
    - Development standards based on C-2, no modifications requested
  - PAD-B: Business Park
    - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
    - Development standards based on BP with two exceptions

Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
  - Maximum building height increase from 50 feet to 65 feet
  - Minimum building setback from residential increase from 50 feet to 75 feet
  - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
  - Approximately 10 attendees; mixed response to proposals
  - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
  - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (p)

Public Hearing Required

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

BUCKEYE, AZ

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 68-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT TO THE IMAGINE BUCKEYE GENERAL PLAN 2040 TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 43.87 ACRES LOCATED AT THE NORTHEAST CORNER OF SOUTHERN AVENUE AND WATSON ROAD FROM NEIGHBORHOOD TO BUSINESS COMMERCE.

WHEREAS, in accordance with Ariz. Rev. Stat. § 9-461.05, the City of Buckeye (the "City") adopted the Imagine Buckeye General Plan 2040, a comprehensive, long-range general plan for the development of the City (the "General Plan"); and

WHEREAS, Ariz. Rev. Stat. § 9-461.06 provides that the City Council may amend the City's General Plan as provided in Ariz. Rev. Stat. §§ 9-461 *et seq.*; and

WHEREAS, the City appropriately noticed this Resolution for public hearing in compliance with Section 8.3.2 of the City's Development Code and Ariz. Rev. Stat. § 9-461.06; and

WHEREAS, the City has provided an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, other appropriate government jurisdictions, public utility companies, civic, educational, professional, and other organizations, property owners, and other stakeholders; and

WHEREAS, the Minor General Plan Amendment Case PLZU-24-0001 would have the effect of changing the General Plan's land use designation of approximately 43.87 acres of land located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce; and

WHEREAS, approving the Minor General Plan Amendment Case PLZU-24-0001 is consistent with the purpose and intent of the General Plan; and

WHEREAS, the Planning and Zoning Commission recommended the Minor General Plan Amendment Case PLZU-24-0001 for approval on October 8, 2024.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. A paper and electronic copy of the Minor General Plan Amendment Case PLZU-24-0001 which are on file in the Office of the City Clerk and open for public inspection during normal business hours, are incorporated herein by reference.

Section 3. Upon the effective date of this Resolution, the Zoning Administrator is directed to make the appropriate changes to the General Plan to reflect the changes approved in this resolution.

Section 4. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 5.B. DS - PH Ordinance No. 26-24 - Ventana Ranch 2 Rezoning to Planned Area Development (PAD) - Application PLZZ-24-0002
DATE PREPARED: 11/14/24	**DISTRICT NO.:** No. 2
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Continued / Tabled Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
No action will be taken on this item. This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Ordinance No. 26-24 amending the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:

William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.

The proposed PAD structure divides the property into two distinct subareas. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.

A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the

property's current Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

The Planning and Zoning Commission recommended approval of this request and the companion Minor General Plan Amendment on October 8, 2024. This item was continued at the request of the applicant at the November 5, 2024 Council meeting.

Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits

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BENEFITS:

The General Plan Amendment and companion rezoning are supported (with staff recommended conditions limiting building area and cross-dock facilities), as, in concert, they will:

1. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”

2. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.

3. Further Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one-to-one jobs per household”.

4. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.

5. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZZ-24-0002_Ventana_Ranch_2_PAD_Rezone_Council_Staff_Report_11-19-24__1_ (1).docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf

Exhibit C - Existing General Plan Land Use Map.pdf

Exhibit D - Proposed General Plan Land Use Map.pdf
Exhibit E - Ventana Ranch 2 PAD Rezoning Narrative.pdf
Exhibit F - Ventana Ranch 2 PAD Standards and Guidelines.pdf
Exhibit G - Citizen Participation Report.pdf
Exhibit H - Written Opposition and Support.pdf
Ord._No._26-24_Rezone_to_PAD.Ventana_Ranch_w_exhibits.pdf
Ventana_Ranch_2_GPA___Rezone_-_Council_PPT_11-19-24 (2).pptx

REZONE

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-24-0002
TITLE:	Ventana Ranch 2 (South) Rezoning
MEETING DATE:	November 19, 2024

Applicant:	William Lally, Tiffany & Bosco, P.A.
Owner(s):	Lennar Arizona, LLC
Request:	Rezone from Planned Residential (PR) to Planned Area Development (PAD)
District:	2
Location:	Approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits A, B, C and D)
Site size:	Approximately 52.40 net acres
Density:	Not applicable
Public input:	An advertised neighborhood meeting was held on August 14, 2024; excluding City staff and the applicant team, approximately 10 people attended the meeting, with support for the proposal mixed. All required notices of this public hearing have been completed. Staff has received two emails from nearby residents in opposition to the request and one letter from a nearby resident in favor of the request Additionally, one nearby resident opposed to the project and one nearby resident in favor of the project spoke during the Planning & Zoning Commission public hearing, at which the item was recommended for approval. This item was continued at the request of the applicant at the November 5, 2024 Council meeting.
Recommendation:	Adoption of Ordinance No. 26-24, approving Case PLZZ-24-0002, subject to conditions (a) through (r)

PROJECT DESCRIPTION:

1. William Lally, Tiffany & Bosco, PA, on behalf of property owner Lennar Arizona, LLC, is requesting approval of a rezone of 52.40 net acres located approximately 450 feet east of the northeast corner of Southern Avenue and Watson Road (Exhibits E and F). The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a mixed commercial project consisting of separate but integrated business park and retail areas.

2. The proposed PAD structure divides the property into two distinct subareas, as follows:

    a. Subarea PAD-A is an 11.9 gross acre area wrapping the northeast corner of Southern Avenue and Watson Road, excluding the 3.5-acre parcel at the hard corner that is separately owned and not part of this rezoning request. Per the proposed PAD, this subarea will develop with a customized list of neighborhood-serving uses such as retail, restaurants, and other commercial services based upon the City's Neighborhood Commercial (C-1) and Community Commercial (C-2) districts. To ensure Buckeye develops a diverse range of businesses that meet the needs of its residents, the proposed PAD restricts certain commercial uses that have recently become abundant, like mini-storage facilities and car washes. Development standards in the PAD-A are per the C-2 district, with no modifications requested.

    b. The 43.9 gross acre PAD-B subarea is located east of PAD-A, continuing to the eastern edge of the property. The proposed PAD-B subarea would allow for development of a range of business park and light industrial uses including indoor light manufacturing, warehousing, and distribution, based upon the City's Business Park (BP) and Light Industrial (I-1) zoning districts. Heavy industrial uses, such as those permitted within the Heavy Industrial (I-2) district, will not be permitted in the PAD-B subarea. Development standards for PAD-B are based upon the BP district, with two exceptions.

3. A concurrent request for a Minor General Plan Amendment to change the land use designation of 43.9 acres of the subject property from Neighborhood to Business Commerce is scheduled for review at this same meeting. As the proposed business park component of the project is not supported in the Neighborhood General Plan designation, approval of this rezoning application may only be considered if the General Plan Amendment request is first approved.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural/Farming	Neighborhood	Planned Residential (PR)
South of Southern Avenue	Light Industrial (Ross Distribution Center)	Employment	General Commerce (GC)
North	Agricultural/Farming	Neighborhood	Planned Residential (PR)
East	Rural Residential and Industrial in Maricopa County	Neighborhood	Maricopa County RU-43
West	Single-Family Subdivision (Riata West) with Undeveloped Commercial Corner	Neighborhood	Planned Residential (PR) and Commercial Center (CC)

PUBLIC PARTICIPATION SUMMARY:

5. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on August 14, 2024, at 6:00 P.M. at the Coyote Branch of the Buckeye Public Library. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on July 30, 2024, over fifteen (15) days prior to the date of the meeting. In addition, the applicant provided door-to-door outreach to residences within the 500-foot radius prior to the neighborhood meeting. A Public Participation Report detailing the full outreach completed for this project is attached as Exhibit G.

6. Excluding the applicant team and City staff, approximately 10 people attended the neighborhood meeting. Staff observed a mixed response to the proposal, with 3-4 people expressing some concerns over impacts of business park/light industrial development on nearby neighborhoods and the remainder either sharing support for the project or having no opinion.

7. In addition to the verbal feedback received during the neighborhood meeting, staff has received emails from two residents in the general vicinity of the subject property opposed to this request, and one letter from a nearby resident in support of the project. This correspondence can be found as Exhibit H to this staff report.

8. Two residents living in the vicinity of the property, one opposed to the request and one in favor, spoke during the Planning & Zoning Commission public hearings for the General Plan Amendment and Rezoning conducted on October 8, 2024. Planning and Zoning Commission recommended approval of both the GPA and Rezoning, subject to staff's recommended conditions.
9. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	September 20, 2024
Site Posted	September 23, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	September 23, 2024

BACKGROUND:

10. *October 2000:* The subject property was annexed as part of a larger annexation covering a total of 305.57 acres by City Council's adoption of Ordinance 50-00.
11. *September 2005:* The property was rezoned to Planned Residential (PR) by City Council's adoption of Ordinance 45-05.
12. *October 8, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of both the proposed General Plan Amendment and Rezoning applications for this property. Two members of the public spoke during the public hearing, one in support and one in opposition.
13. *November 5, 2024:* The item was continued to the November 19, 2024 Council meeting at the request of the applicant.

ANALYSIS:

Conformance with the General Plan:

14. As previously noted, a concurrent request for a Minor General Plan Amendment, changing the land use designation of 43.87 acres of the property (subarea PAD-B) from Neighborhood to Business Commerce, is scheduled for consideration immediately prior to this item. The Business Commerce designation accommodates development of community and regional serving commercial development, professional offices, and business parks. Development in this category is expected to have access to major roads

while also encouraging walkability by providing connections to adjoining neighborhoods. The proposed PAD-B subarea is consistent with the Business Commerce designation with regard to uses, development standards, and design standards; however, by virtue of the proposal allowing for a building up to 450,000 square feet and permitting cross dock distribution facilities, staff believes the PAD-B subarea is more aligned with the Employment land use designation, which permits larger scale and more truck intensive industrial development that are not supported on this site. To ensure conformance with the Business Commerce designation, staff has recommended stipulations restricting maximum building area in PAD-B to 200,000 square feet and prohibiting cross dock facilities. Approval of the General Plan Amendment is required before approval of the rezoning can be considered.

15. The General Plan designation of the remainder of the property (subarea PAD-A) is not included in the General Plan Amendment request and will remain Neighborhood. In addition to residential uses, the Neighborhood land use supports limited commercial uses such as neighborhood scaled shops, parks, recreational facilities, religious institutions, offices, and educational uses. The proposed uses and development standards for PAD-A are consistent with the Neighborhood designation.

16. The General Plan Amendment and this companion rezoning are supported, as, in concert, they will:
    a. Provide a more appropriate transition between industrial uses south of Southern Avenue and residential uses north of Southern Avenue, in furtherance of General Plan Goal G-3, “Non-residential development is considerate of existing and future adjacent residential uses.”
    b. Provide employment opportunities for residents in close proximity to residential neighborhoods, in furtherance of General Plan Goal G-4, “Mixed-use land patterns are developed in appropriate areas throughout the community.”
    c. Further the City’s Economic Development related goals and assist in meeting desired jobs to population ratios outlined in General Plan Policy G-1.8: “The City of Buckeye will encourage commerce and business employment centers that respond to the City’s economic needs and that correspond with Buckeye’s targeted economic sectors.” and General Plan Policy G-7.3 “The City of Buckeye will have an average of one to one jobs per household”.
    d. Accommodate development of a business park product type that will meet a need not currently met by large scale warehouse buildings or more traditional retail shopping centers.
    e. Provide for high quality landscape design and architecture that enhances Buckeye’s aesthetic, with industrial site functions not visible from off property.

Zoning:

17. The intent of this rezoning is to entitle the property to accommodate future site planning and development of a mix of commercial and business park light industrial uses that provides both employment opportunities as well as meets service needs of residents in the area while respecting those residential uses through limiting scale, providing ample buffering, and utilizing excellent design.

18. The PAD serves as a natural transition between large-scale industrial developments to the south and residential areas to the north, ensuring compatibility and minimizing negative impacts on surrounding neighborhoods.

19. Using City zoning districts such as Business Park (BP) and Community Commercial (C-2) as a starting point, the proposed uses in the PAD-A and PAD-B subareas have been narrowed to ensure compatibility between this development and existing and planned residential uses in the area. The proposed uses are consistent with the General Plan, as proposed to be amended, as outlined above.

20. Similarly, development standards for this PAD have been based on the standards of the BP and C-2 districts. No modifications to the C-2 standards are proposed for the PAD-A area. Two modifications to the BP standards are proposed for the PAD-B subarea. Specifically, A 15-foot height increase from the underlying 50-foot BP standard, allowing up to 65 feet, is proposed. To offset potential impacts from the additional height on surrounding residential properties, the PAD proposes to increase the required setback of any building from those adjacent residential properties to 75 feet from the code standard of 50 feet. Staff supports this proposed trade-off as it will achieve the desired goal of reducing height impacts on surrounding properties. No other modifications are proposed.

21. As noted, Staff's recommendation includes conditions limiting the maximum size of any building in the PAD-B subarea to 200,000 feet and prohibiting cross-dock distribution centers in that subarea. These conditions are intended to ensure that the business park develops at an appropriate scale appropriate given its adjacency to residential uses, and to ensure that any industrial function is not visible from off property as is the expectation for development in the General Plan's Business Commerce land use designation.

Future Development:

22. No conceptual site plan has been provided for the site to date. Approval of a Site Plan application will be required prior to development occurring on the property. Any Site Plan for a building of 75,000 square feet or greater will require Planning and Zoning Commission approval.

23. All future development within the PAD will be required to meet or exceed the City's architectural, site, and landscape design criteria as outlined in the Development Code. Development across the full site will be required to utilize complimentary styles to create a sense of a cohesive, master planned project. The PAD document contains imagery of the quality of architecture that will be expected on the site.

24. A vehicular and pedestrian circulation plan is included within the PAD. Though specific driveway locations are likely to change as site plans are reviewed for the project, it is expected that the site will feature access from both Southern Avenue and Watson Road. Cross connectivity between the PAD-A and PAD-B subareas will be provided, as will pedestrian connectivity between the subareas and also the adjacent planned Ventana Ranch 2 neighborhood. Per standard, the developer will complete all half-street improvements to Watson Road and Southern Avenue adjacent to the site.

25. The site is located will be within the City of Buckeye sewer and water service areas. A City well site is identified within the PAD between the PAD-A and PAD-B subareas; the location of the well site has been approved by the City's Water Resources Department. The developer will be responsible for completing all water and sewer infrastructure improvements needed to serve the proposed development, the extent of which will be determined when a Site Plan(s) is submitted for the project.

26. The property will be serviced by City of Buckeye Police and Fire Departments, with the nearest stations for each being located in downtown Buckeye 3 to 3.5 miles from the subject property.

27. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Mixed commercial/business park development of the site, as proposed, will not result in any direct impacts on either district.

RECOMMENDATION:

28. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 26-24, approving application PLZZ-24-0002, a rezoning from Planned Residential to Planned Area Development for Ventana Ranch 2, recommend approval of a Rezone from Planned Residential (PR) to Planned Area Development (PAD) for Ventana Ranch 2 (PLZZ-24-0002), subject to Conditions (a) through (r), for the following reasons:

    - The rezoning conforms to the Neighborhood General Plan land use designation that is applied to the PAD-A subarea of the site and the Business Commerce land use designation proposed on the PAD-B subarea of the site. *Note:* If the

companion Minor General Plan Amendment is not approved, the rezoning would not be consistent with the General Plan and should not be approved.

- The rezoning conforms to the Buckeye Development Code; all proposed modifications to permitted uses and standards are to ensure enhanced compatibility between light industrial, commercial, and residential uses.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning Division Conditions – Standard/General

a) Development of the property shall be in conformance with the "Ventana Ranch South Planned Area Development Narrative" consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.

b) Development of the property shall be in conformance to the "Ventana Ranch South Planned Area Development Standards and Guidelines Report" consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.

c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.

e) Cross-dock warehouse/distribu?on buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade eleva?on within this area.

Engineering Conditions – Standard/General

f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based

on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.

c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.

e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.

f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.

j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department

early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.

m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

Water Conditions – Site Specific

q) Prior to final plat approval, property owner shall dedicate land for a future well site (well site #2) to the City of Buckeye, at no cost to the City. The land will be in substan?ally the loca?on and dimensions depicted on Exhibit "J" of the "Ventana Ranch South Planned Area Development Narra?ve."

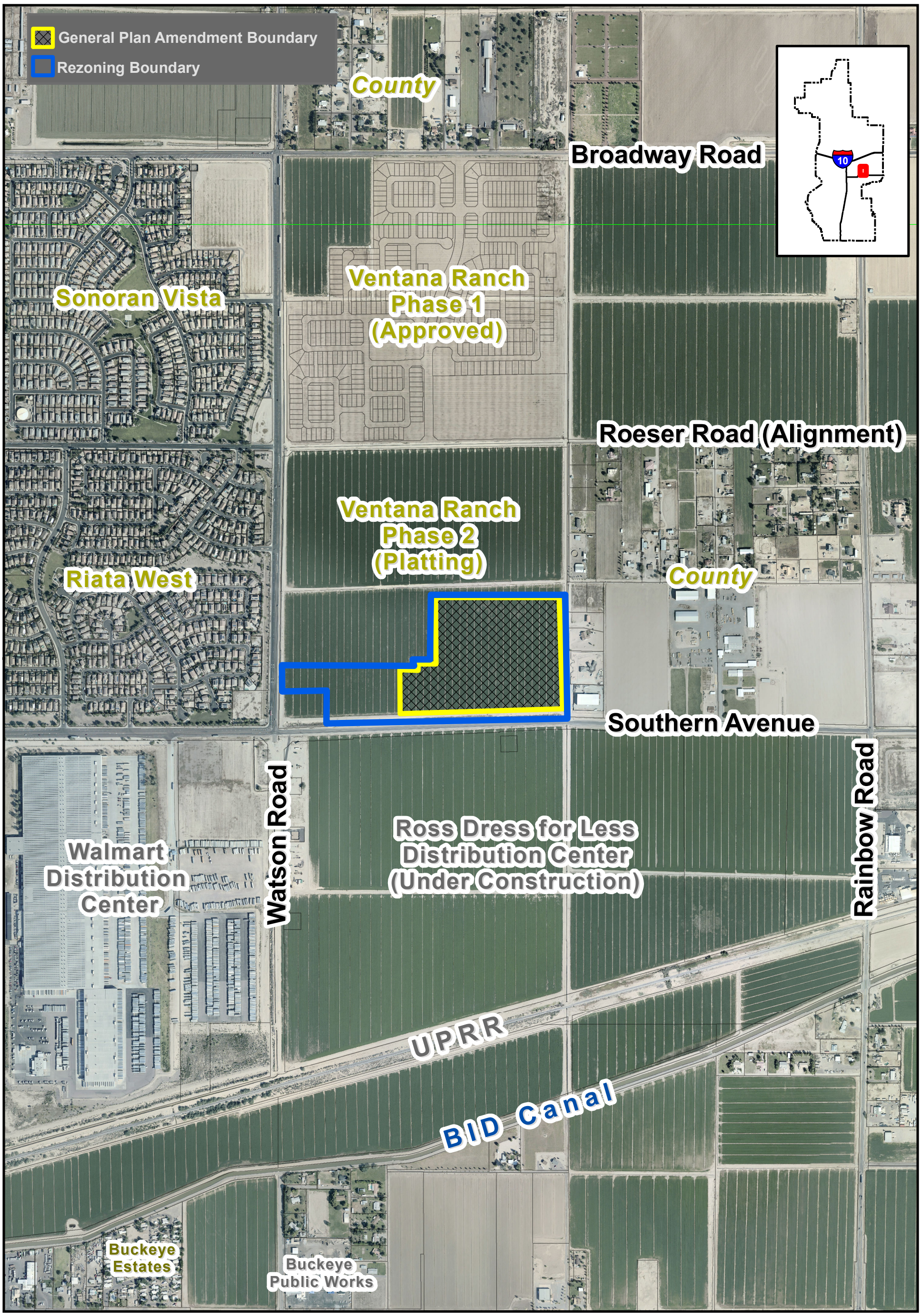
r) Currently, permi?ed capacity, as determined by the Arizona Department of Water Resources (ADWR), of the drinking water well being constructed by the development is 862 acre-feet a year (AFY). Prior to building permit issuance in the Ventana Ranch South Planned Area Development, Property owner/developer and City shall work collabora?vely to pe??on ADWR to increase the permi?ed pumping limit of the well.

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – Existing General Plan Land Use Map
Exhibit D – Proposed General Plan Land Use Map
Exhibit E – PAD Rezoning Narrative
Exhibit F – PAD Standards and Guidelines
Exhibit G – Citizen Participation Report
Exhibit H – Written Opposition and Support

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Director of Planning



VICINITY MAP

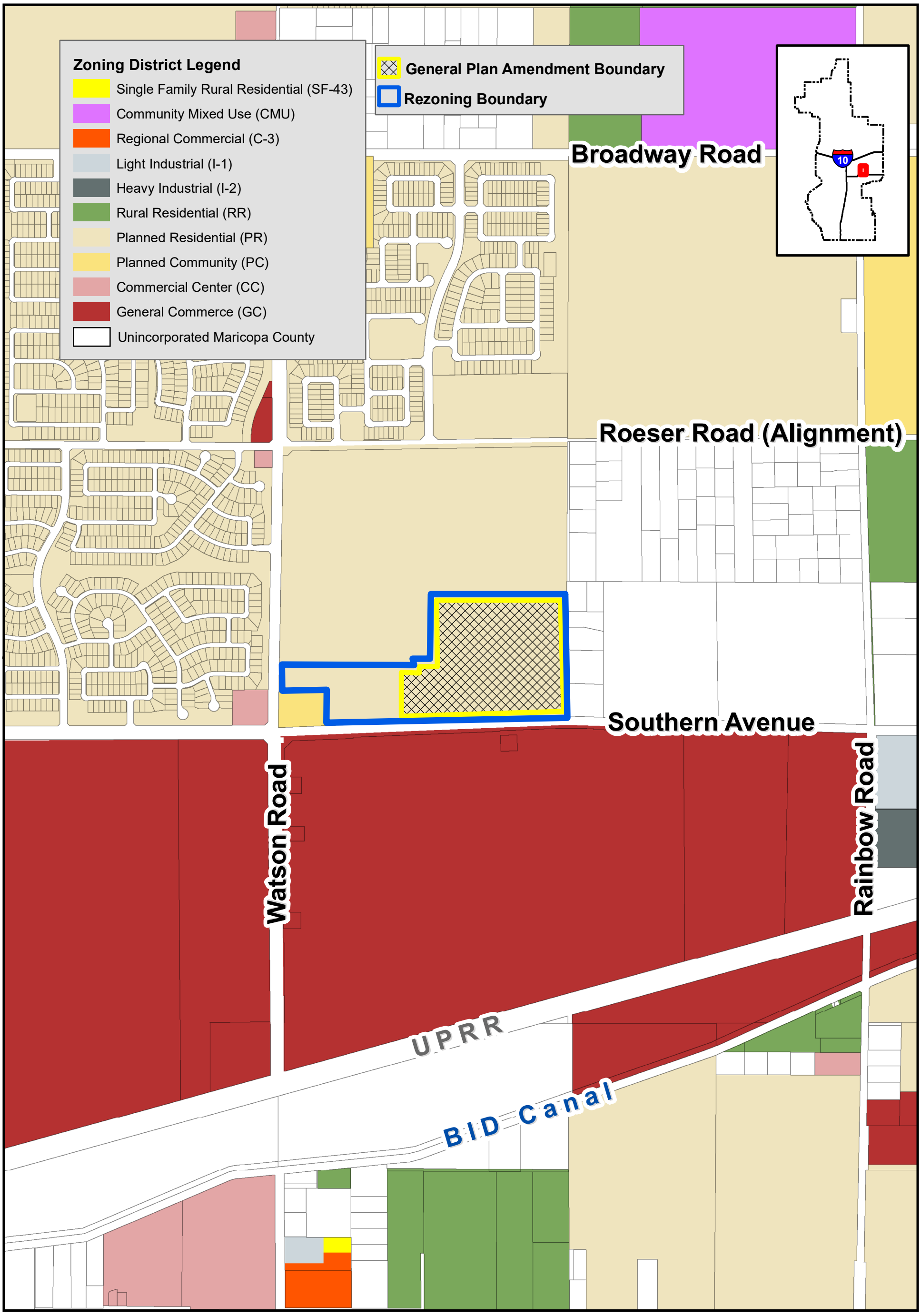
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S



ZONING MAP

PLZU-24-0001 and PLZZ-24-0002

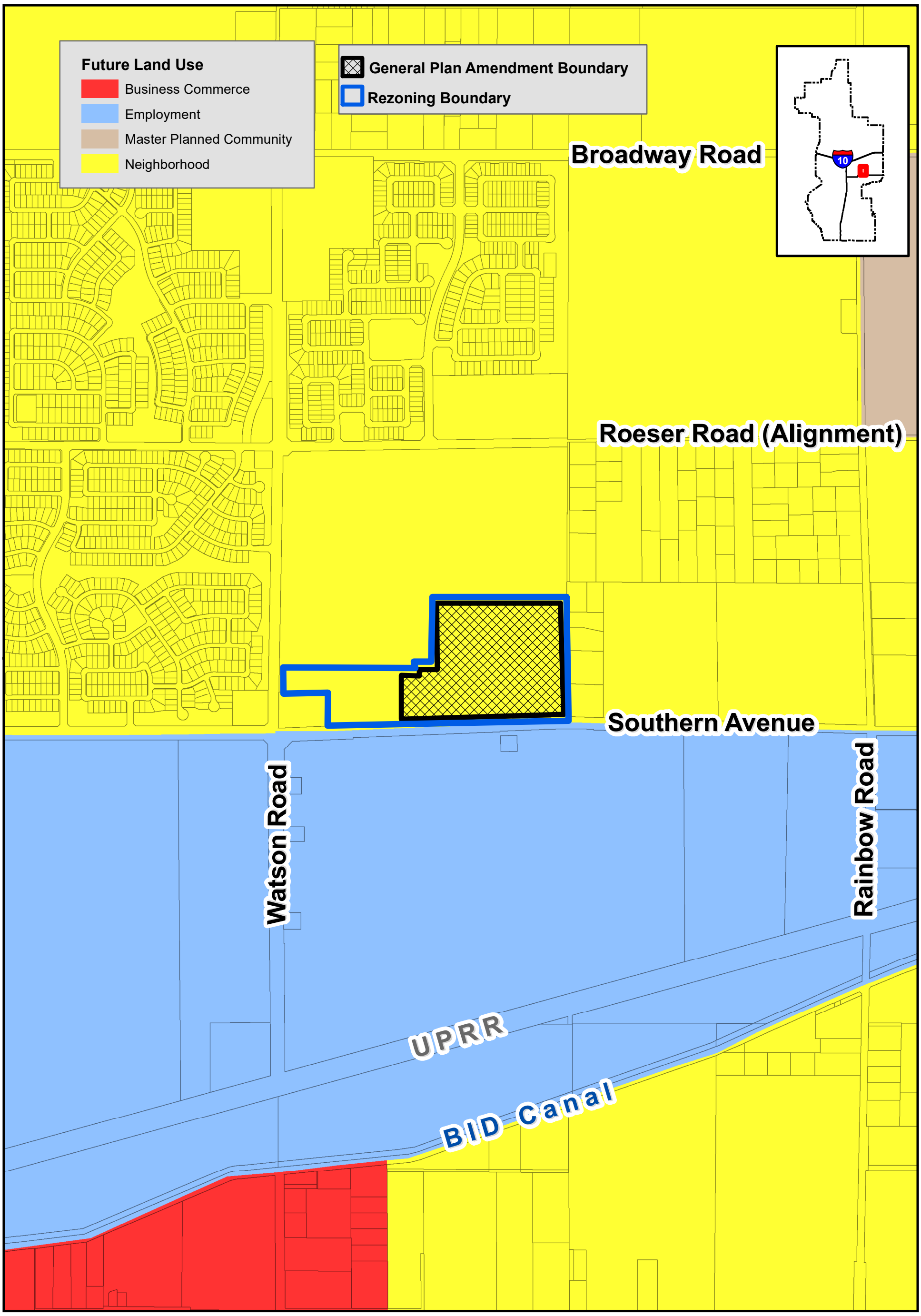
Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

BUCKEYE, AZ

N W E S

Exhibit C



GENERAL PLAN LAND USE - EXISTING

BUCKEYE, AZ

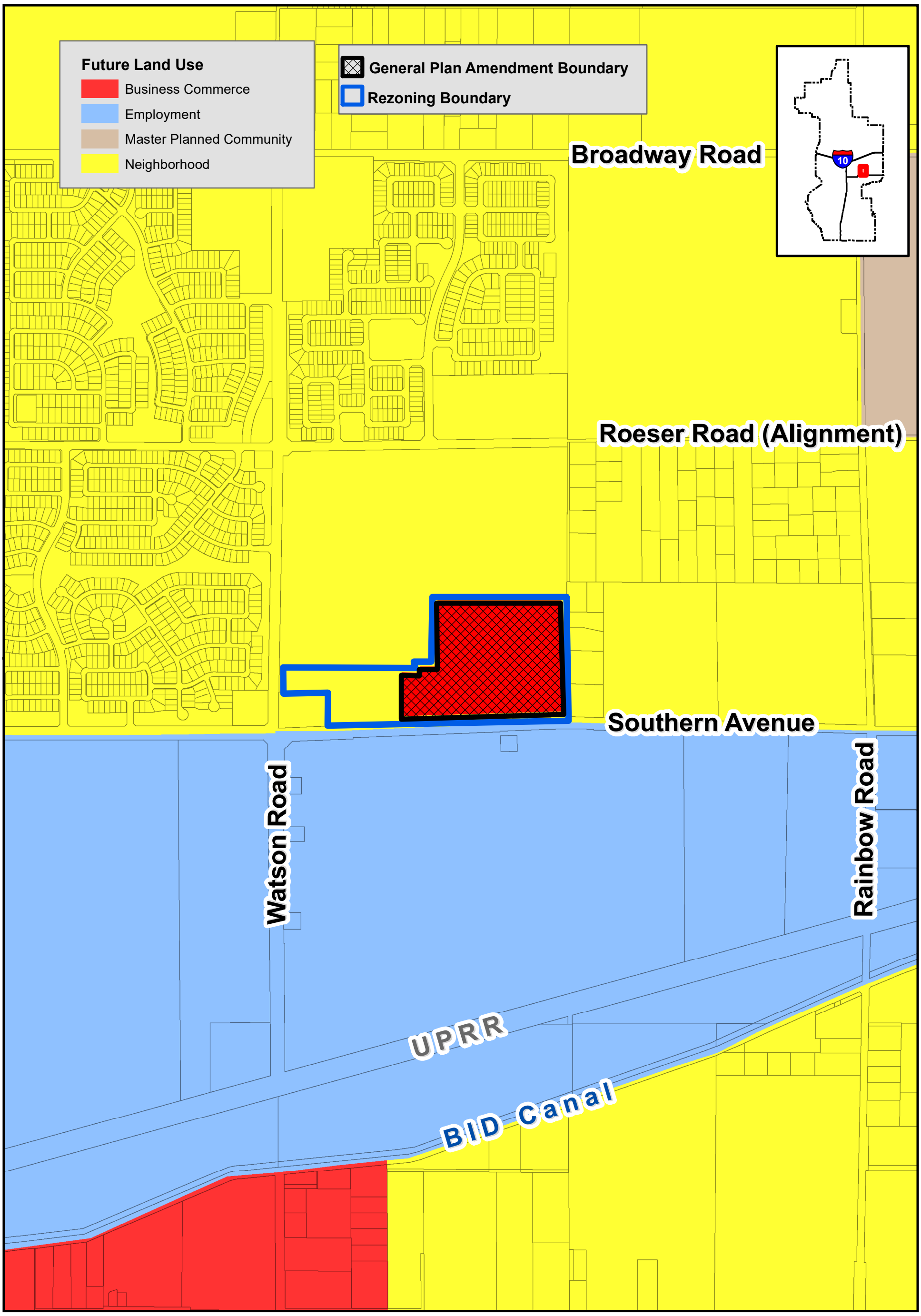
PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

N W E S

Exhibit D



GENERAL PLAN LAND USE - PROPOSED

BUCKEYE, AZ

PLZU-24-0001 and PLZZ-24-0002

Ventana Ranch 2 Minor General Plan Amendment and Rezoning

City Council District #2

N W E S

Exhibit E

3R PLZZ-24-0002 RECEIVED JUL 11 2024 WD

PLANNED AREA DEVELOPMENT NARRATIVE: VENTANA RANCH SOUTH PAD

Northeast Corner of

W Southern Avenue and S Watson Road

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: February 13, 2024

SECOND SUBMITTAL: June 7, 2024

THIRD SUBMITTAL: July 11, 2024

I. PROJECT PROFILE

Project Name	Lennar Ventana South
Property Owner	Lennar Arizona, LLC an Arizona limited liability company
Assessor Parcel Numbers	504-48-033, a portion
Project Location	NEC of Southern Avenue & Watson Road
Project Area	55.05± acres (gross)
Current Zoning	Planned Residential (PR)
General Plan (current)	Neighborhood
General Plan (proposed)	11.18± acres to remain Neighborhood 43.87± acres to Business Commerce

Development Team

Owner	Lennar Arizona, LLC 1665 W Alameda Dr. Tempe, AZ 85282 T: 602-595-2600 Contact: Vickey Morris, SR Project Manager
Attorney	Tiffany & Bosco, PA 2525 E. Camelback Rd. Suite 700 Phoenix, AZ 85016 T: 602-452-2716 Contact: William E. Lally, Esq.
Civil Engineers	Stantec 3133 West Frye Road, Suite 300 Chandler, Arizona 85226-5155 T: 602 977-8075 Contact: Daniel Pottinger

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Exhibit H – Neighboring County Parcel

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Exhibit J – Proposed Well Site

II. INTRODUCTION

Tiffany & Bosco, P.A. ("Applicant"), on behalf of the Lennar Arizona, LLC an Arizona limited liability company ("Owner"), is filing this application requesting to rezone 55.05± acres (gross), generally located north of Southern Avenue and east of Watson Road on the northeast corner of this same intersection, currently located within the City of Buckeye ("City"). The property is identified by Maricopa County Assessor parcel number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the "Property"); see ***EXHIBIT A – Regional Context Aerial.***

The Property is currently undeveloped and utilized for agriculture purposes, owned by Lennar. The City's 2040 General Plan currently designates the entire Property for Neighborhood uses. A related Minor General Plan Amendment ("Minor GPA") accompanies this request to change the future land use designation of 43.87± acres (SEC of APN 504-48-033) to Business Commerce, which is to run concurrently with this rezone proposal. The Business Commerce land use designation supports the proposed service, office and light-industrial uses, planned for the southeast corner of the property. It should be noted that the remaining 92.91± acres of the overall parcel will retain the Planned Residential zoning. Lennar, the owner and developer of the remainder of the parcel is seeking to develop of single-family, attainable/workforce housing for future City residents, while providing a compatible non-residential proposal along Southern Avenue, which has a significant employment core directly to the south.

The proposed rezoning will allow for office, manufacturing, light-industrial, retail, service and other commercial uses, which promote vital economic opportunities while remaining sensitive to existing and the future planned single-family residential. This proposal meets many of the City's General Plan and economic development goals. The intention of the proposal is to create a minor amendment to the City's General Plan's goals and policies while meeting certain land use transition and economic goals.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning

The Property is directly wedged between residential and industrial developments. ***(See attached EXHIBIT B – Context Aerial Map)***. The adjacent properties to the south and southeast already have industrial zoning with the City's obsolete General Commerce zoning. The northern half of the parcel (92.91± acres) will remain zoned PR - Planned Residential and Lennar plans to develop this portion with attainable/workforce housing concepts. Properties across Watson Road to the west are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road being zoned Commercial Center ("CC"), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Road. The proposed PAD rezone request is an appropriate way to transition the zoning designation from the south side of Southern Avenue (General Commerce) with the Planned Residential to the north, of the subject Property. This PAD

rezone would align the PAD-A zoned area with the commercial zoning across Watson Road. This proposed rezone will provide existing and future residents within the area, an appropriate commercial and light-industrial zoned portion on the northern portion of Southern Avenue. The proposed change in land use will create a transition from the large industrial uses on the southern half, further demonstrating this gradual blend of use intensities from south to north.

As illustrated in ***EXHIBIT B – Context Aerial Map*** attached, the Property is comprised of a portion of one (1) vacant parcel. The Property is currently zoned PR in the City of Buckeye. The Property is identified in the City General Plan with a land use designation of Neighborhood. ***(See attached EXHIBIT C – General Plan Land Use Map)***. The property owner, also owns land to the north, known as Ventana Ranch Phase I, single-family residential homes.

Vicinity Information

The Property is predominantly surrounded by residential (City of Buckeye and Unincorporated Maricopa County) and industrial uses. ***(See attached Exhibit E - City Annexation Map)***. The following is the surrounding land use context:

- North:
  - Ventana Ranch Phase II, a proposed single-family subdivision, currently in the Platting phase. Then Roeser Road & Lennar Ventana Ranch Phase I a single-family subdivision currently under construction.
    - Jurisdiction – City
    - Properties to the north of Roeser Road include Ventana Ranch Phase I, single-family residential under construction.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.
- East:
  - Undeveloped S 231st Avenue then parcels within Maricopa County
    - Jurisdiction – Unincorporated Maricopa County
    - These are a combination of single-family residential lots, agricultural, industrial uses and other non-residential uses utilizing the County's RU-43 zoning which allows for many non-residential uses.
- South:
  - Southern Avenue, then large light-industrial uses
    - Jurisdiction – City
    - This property to the south is owned by Ross Dress for Less which is under development, and will serve as a warehouse and distribution center for the brand.
    - This property is zoned obsolete General Commercial and in the Apache Rainbow Employment Overlay District, and the 2040 City General Plan designates it as Employment. Industrial land uses are allowed by right within the GC zoning district.

- West:
  - APN 504-42-002C (hard SEC of Southern & Watson)
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned PC- Planned Community.
  - Watson Road then APN 504-41-002J
    - Jurisdiction – City
    - This property to the west is undeveloped, bare land.
    - This property is zoned CC- Commercial Center.
  - Watson Road then the subdivision known as Riata West
    - Jurisdiction – City
    - Riata West is an 888 single-family home subdivision.
    - These properties are zoned PR – Planned Residential and designation for Neighborhood land uses.

Topography

There are no significant topographical or natural features of the Property. The Property is undeveloped land currently used for agriculture. Preliminary Grading and Drainage Reports will be provided to the City for review and analysis at the appropriate time.

Current Circulation

Southern Avenue borders the majority of the south side of the Property, Watson Road borders a small portion of the proposed commercial frontage to the west. The Property's location allows for multiple future access points from each arterial and provides future site users the means to access the SR-85 approximately 4-miles east of the Property, as well as access to I-10 to the north along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. In order to promote live/work community, pedestrian and vehicle interconnectivity will be incorporated into the site design. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

IV. DESCRIPTION OF THE REQUEST

The requested zone change to PAD, proposes to allow for a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses. ***EXHIBIT F – Rezoning Exhibit*** The PAD is broken up into two (2) planning areas, the southwest corner PAD-A (11.18± acres) and PAD-B on the southeast corner (43.87± acres) of APN: 504-48-033. ***EXHIBIT G – PAD Planning Areas.*** This will allow for the development of new mixed-use area, which supports the existing surrounding residential, and employment uses. The proposed rezone will provide a positive economic impact to the immediate area,

by supporting the larger employment core south of Southern Avenue. The proposed planning area, PAD-A will provide for neighborhood and employee supported uses for the immediate area. Allowing for retail, restaurants, and service uses in the proposed commercial area, will result in a reduction of trips from surrounding existing and future residential homes. The proposed PAD-B area will provide office, light-industrial and other employment opportunities to the area.

The proposed mixed-use area will create a natural buffer and transition from the large scale industrial, on the south side of Southern Avenue to the Residential zoning, north of the Property. The employment user directly south of Southern Avenue is a 1.7 million square foot facility that dominates the Southern Avenue streetscape. The business and commercial uses will not only serve the surrounding community's residents and employees, but also create an appropriate land use transition from these massive structures. This proposed rezone will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

This proposal for "PAD-A" and "PAD-B" uses on the southern 55.05± acres of the parcel, allows for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) to single-family residential (north of property). In order to be able to achieve this transition, without having negative impacts on either existing use to the north or south, a non-residential use is required on the Property. The proposed building size on PAD-B will be capped at 200,000 SF or less, with one (1) building permitted at a maximum size of 450,000 SF, which is one fourth the size of the industrial building directly to the south. The future buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the commercial and light-industrial portion of this development.

The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be buffered from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks will be screened from arterial roadways and residential uses, by using adjacent buildings, and a combination of berms, landscaping, and walls. All cross-docks with be internal facing, with any bays facing Southern Avenue will be screed by the above methods, preventing any visibility from the right-of-way. Although the properties to the east have Maricopa County Residential zoning, the immediate parcel at the southwest corner of W Southern Avenue and S 231st Avenue the use is a trucking company with outdoor storage. See **EXHIBIT H** – **Neighboring County Parcel**.

This mixed-use proposal promotes the possibility of a live/work community, which provides amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide complementary uses in this area of Buckeye. Because of the uniqueness of this parcel's location and the abutting land designations to it, the logical zoning is, PAD. The purpose of the PAD zoning will allow for appropriate uses on this transitional site. To see uses permitted, refer to ***EXHIBIT I – Use Table***.

Development Standards

When creating the development standards for this PAD, C-2 was utilized for PAD-A and Business Park (BP) and Light Industrial (I-1) were all taken into consideration for PAD-B.

Please see the below table comparing PAD-B and the City of Buckeye's standards for I-1 and BP. For PAD-B, the majority of standards below utilized the BP code. However, I-1 had a greater setback for residential, and given the adjacent uses to the north and east are comprised of existing and future single-family homes, this setback standard is appropriate. Because of the greater setback being utilized for adjacent residential, the lot coverage is at 80%.

Property Development Standards	PAD-B	BP	I-1
Lot Coverage Maximum (percent)	80	70	80
District Size minimum (acres)	15	15	-
Minimum Setback Front (ft.)	Setback from peripheral property line: 25 Adjacent to residential district: 75	Setback from peripheral property line: 25 Adjacent to residential district: 50	Adjacent to arterial - 40 All others - 20
Minimum Setback Side (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Minimum Setback Rear (ft.)			Adjacent to residential district - 75 Adjacent to rail ROW — All others - 20
Maximum Building Height (FT)	65	50	55 at setback; increase 1 ft for every 3-ft in additional setback to a max of 120

Conceptual Site Plan

A conceptual site plan is not included with this rezoning request. The Owner acknowledges that any future site plan process will need to address City codes and policies and be submitted under separate application for Planning and Zoning Commission approval.

V. Utilities and Services

Source of Water/Wastewater Management

The refuse service provider will be private. Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site (well site #2) to the City of Buckeye for development by the city, solely at the city's cost. The well site has been determined and the City's water department has agreed to the location. See ***EXHIBIT J – Proposed Well Site***.

Fire and Police Protection

Fire and police protection services will be provided by the City of Buckeye. Nearest police station is located at 1101 Ash Avenue (approx. 1.5 miles from site) and nearest fire is at 404 Miller (approx. 2.7 miles from site)

Streetlight Improvement District (SLID)

A SLID has been formed that incorporates the entire properties of this development.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed rezone and development will further the goals and policies of the City 2040 General Plan.

Goal G-2.1: *New development should provide appropriate buffers, lot sizes, and / or setbacks when adjacent to existing residential uses. Specifically, new subdivisions should be designed with adequate transitions to existing subdivisions and land uses.*

This parcel (APN 504-48-033) is directly wedged between large industrial uses on the south side of Southern Avenue, and single-family residential (Lennar Phase I) to the North. The proposed overall development of the parcel, allows for appropriate lot sizes for the single-family residential (Ventana Ranch Phase II), and the commercial and industrial portion acts as a natural transition of uses to the large light-industrial to the south. Each use will provide appropriate buffers and setbacks, so there are no adverse effects to adjacent existing and new subdivisions.

Goal G-3.4: *Within Neighborhood designated areas, commercial development should only take access from a major collector or higher street class.*

The land use designation for proposed commercial development is Neighborhood. The proposed commercial development access is from S Watson Road and W Southern Avenue.

Goal G-4: *Mixed-use land patterns are developed in appropriate areas throughout the community.*

This mixed-use proposal is located in-between single-family residential to the north, east and west, and large developments of light-industrial uses to the south, which results in heavy traffic along Southern Avenue. This mixed-use development is located in an appropriate area

and provides natural transitions between uses and provides services and employment to the existing subdivisions north of Southern Avenue.

Goal G-7: *Buckeye has a strong employment base providing a range of job opportunities with competitive salaries.*

Designating land on the north side of Southern Road (opposite a current Employment designation) for employment and commercial type uses is key to attracting employers to sustain a healthy and versatile mix of jobs for the City. Providing a Commercial and Light Industrial transition area between existing Industrial and Residential is also sound planning for the residents of Buckeye and success for future economic development within the City.

Policy G-7.3: *The City of Buckeye will have an average of one to one jobs per household.*

Allowing for the parcel to not be developed solely for residential, and by creating commercial and industrial zones, the proposed rezone will further support meeting the average of one to one jobs per household goal. The commercial and industrial land use categories will also provide a variety of employment opportunities.

Policy G-11.3*: The City of Buckeye should actively pursue mid- and large-sized local, regional, and national companies that enhance the employment base and offer salaries above the regional average.*

Offering employers property in prime locations, with Commercial and Industrial options, is key to attracting companies that can enhance the employment base. The Property is in the right location and right size to meet this land use policy.

Goal G-14: *Buckeye has low unemployment, is economically stable, and has a high standard of living.*

Providing for appropriately placed Employment land use designations will ensure the City maintains low unemployment among its residents. The zoning district requested will enhance this area and provide added stability to the local economy by adding jobs and income for the City.

Policy G-14.1: *The City of Buckeye's economic development strategic plan should focus on the attraction of 'Base' industries, or industries that export goods and services to out-of-state customers, thereby bringing new money into Buckeye.*

As stated above, the location of the Property makes it a perfect opportunity to attract industries that export goods to in-state and out-of-state customers by utilizing the transportation corridor with SR-85 to the east and eventually I-10 to the north.

Goal G-17.4: *The City of Buckeye should encourage mixed-use residential/commercial projects to include livework and work-live units where housing and offices or other commercial uses are compatible.*

This mixed-use proposal promotes the possibility of a live/work community, which provides compatible commercial uses with amenities, retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and existing residential subdivisions, support walkability and livability in this area of Buckeye.

VII. CONCLUSION

The proposal plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west and north and a mixture of residential and industrial type uses to the east. The proposed PAD rezone application will provide the basis for a future high quality commercial, business, employment, and neighborhood services for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The proposed PAD zoning is placed along the majority of the Southern Avenue frontage to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area zoning is positioned on the Property so as to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

The proposal seeks to solidify appropriate zoning to the single-family subdivisions planned by the same developer, Lennar. Lennar is working with first-class developers for the commercial and industrial uses. These developers understand the need for quality design and sensitive buffers to the existing and proposed residential uses nearby. The anticipated development will feature quality building design incorporating necessary landscaping and buffering. Future development will result in positive economic impacts for the immediate area and the entire City of Buckeye.

EXHIBIT A

Regional Context Aerial Map

(on following page)

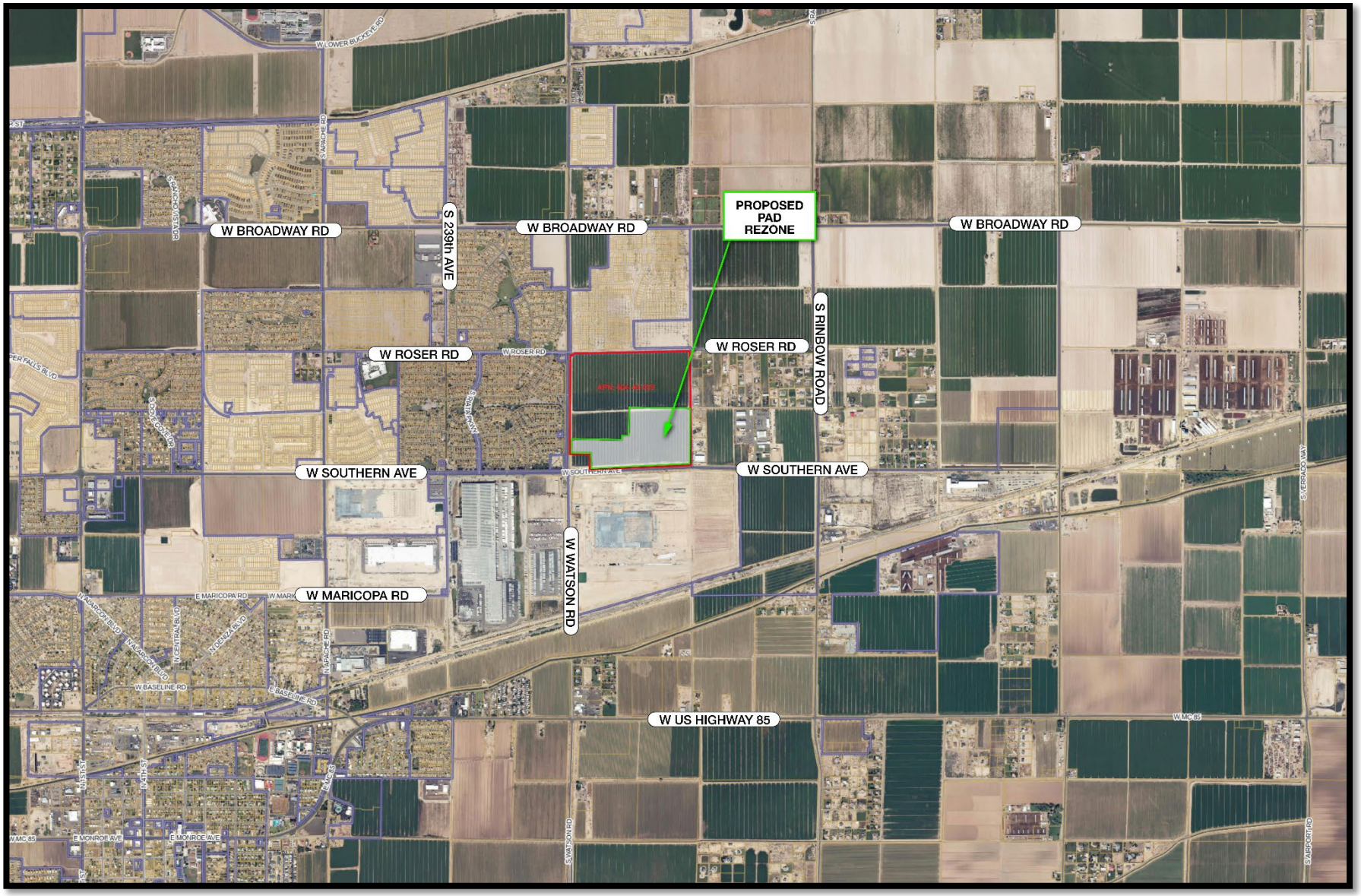


Exhibit A – Regional Context Aerial Map

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT B

Context Aerial Map

(on following page)

Exhibit B – Context Aerial of Property Map

NEC of Southern & Watson

TIFFANY & BOSCO P.A.

EXHIBIT C

General Plan Land Use Map

(on following page)

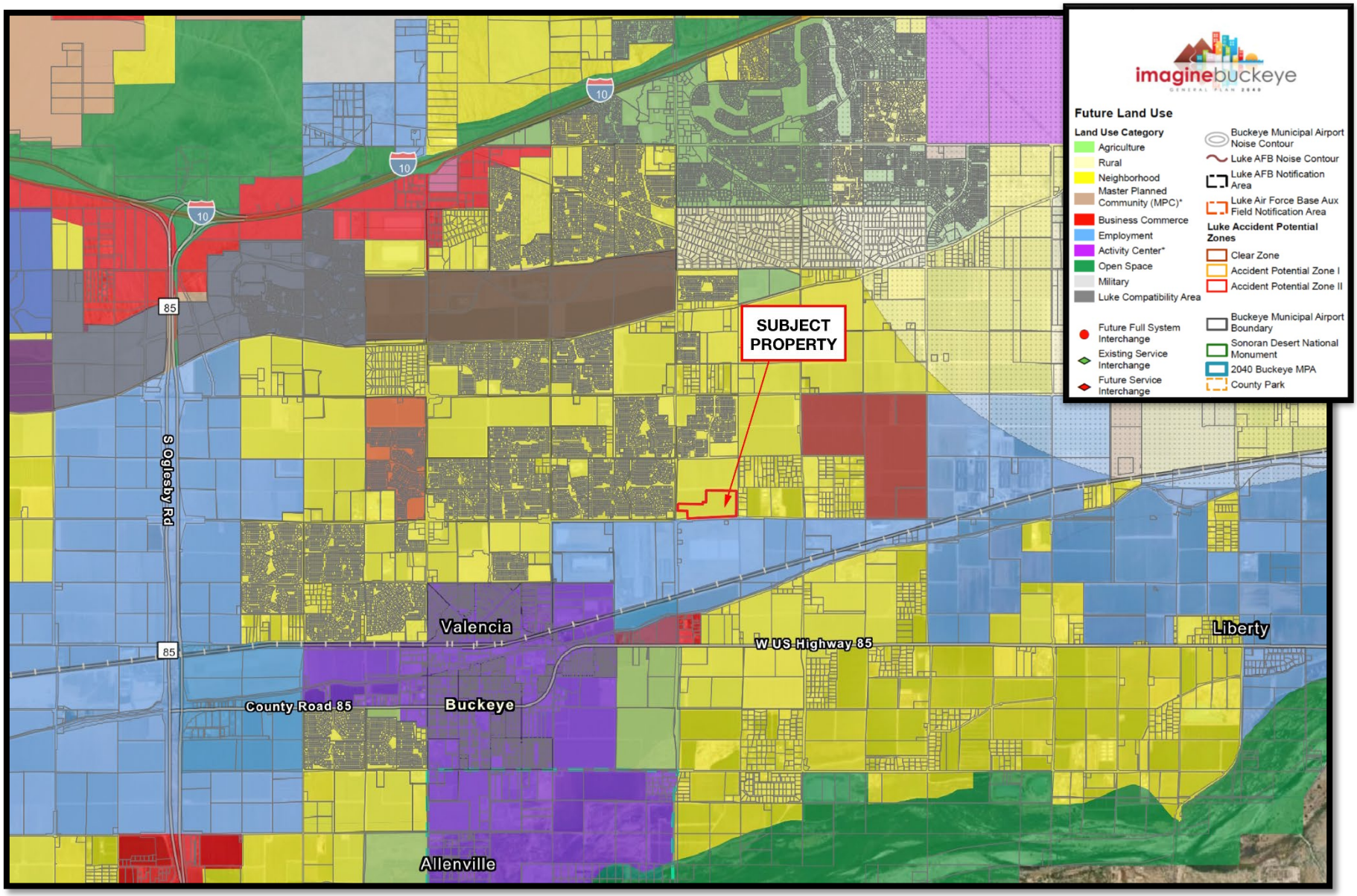


Exhibit C – Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT D

Proposed General Plan Land Use Map

(on following page)

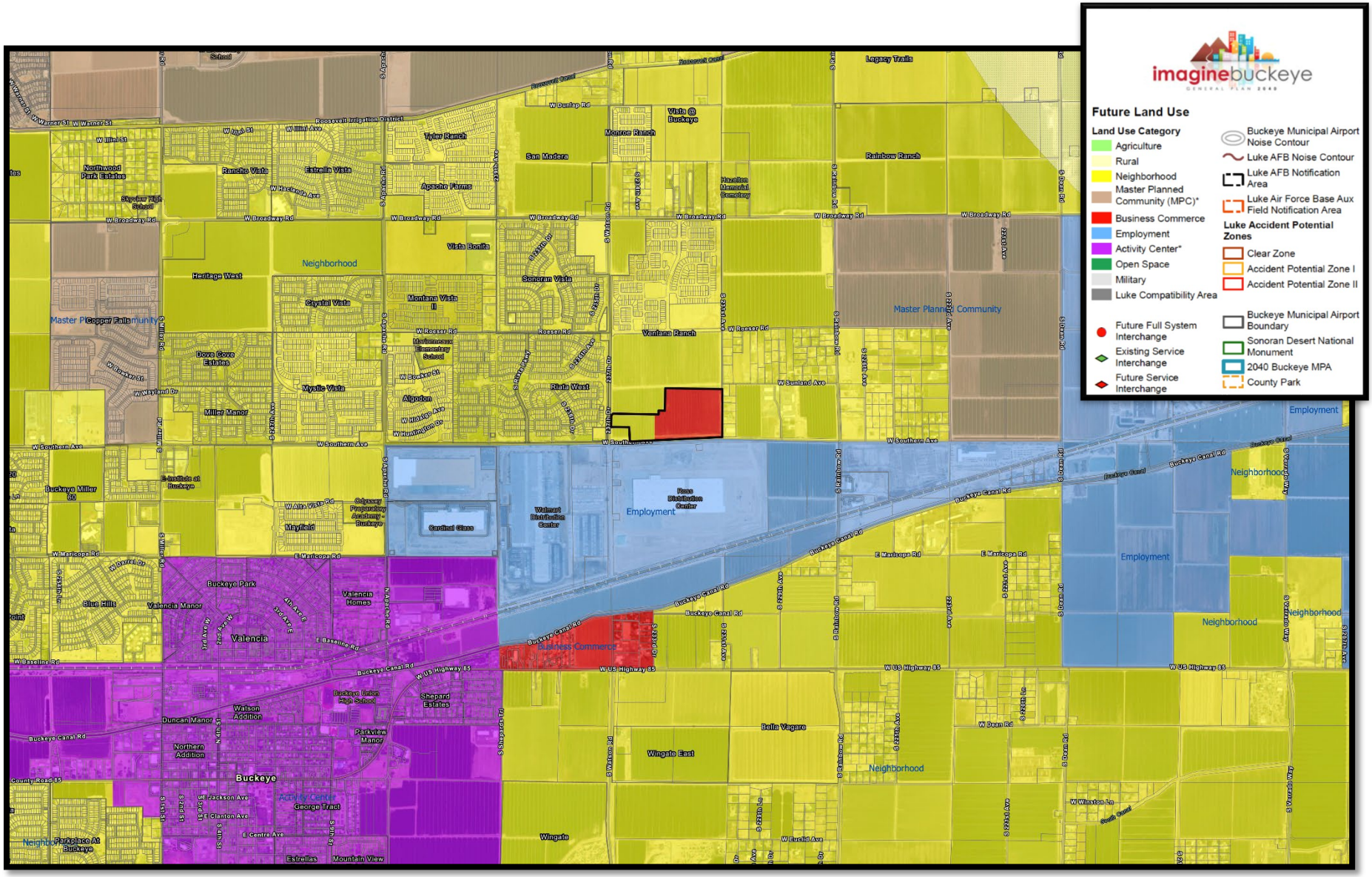


Exhibit D – Proposed Existing General Plan Land Use Map

NEC of Southern & Watson

TIFFANY & BOSE P.A.

EXHIBIT E

City of Buckeye Annexation Map

(on following page)

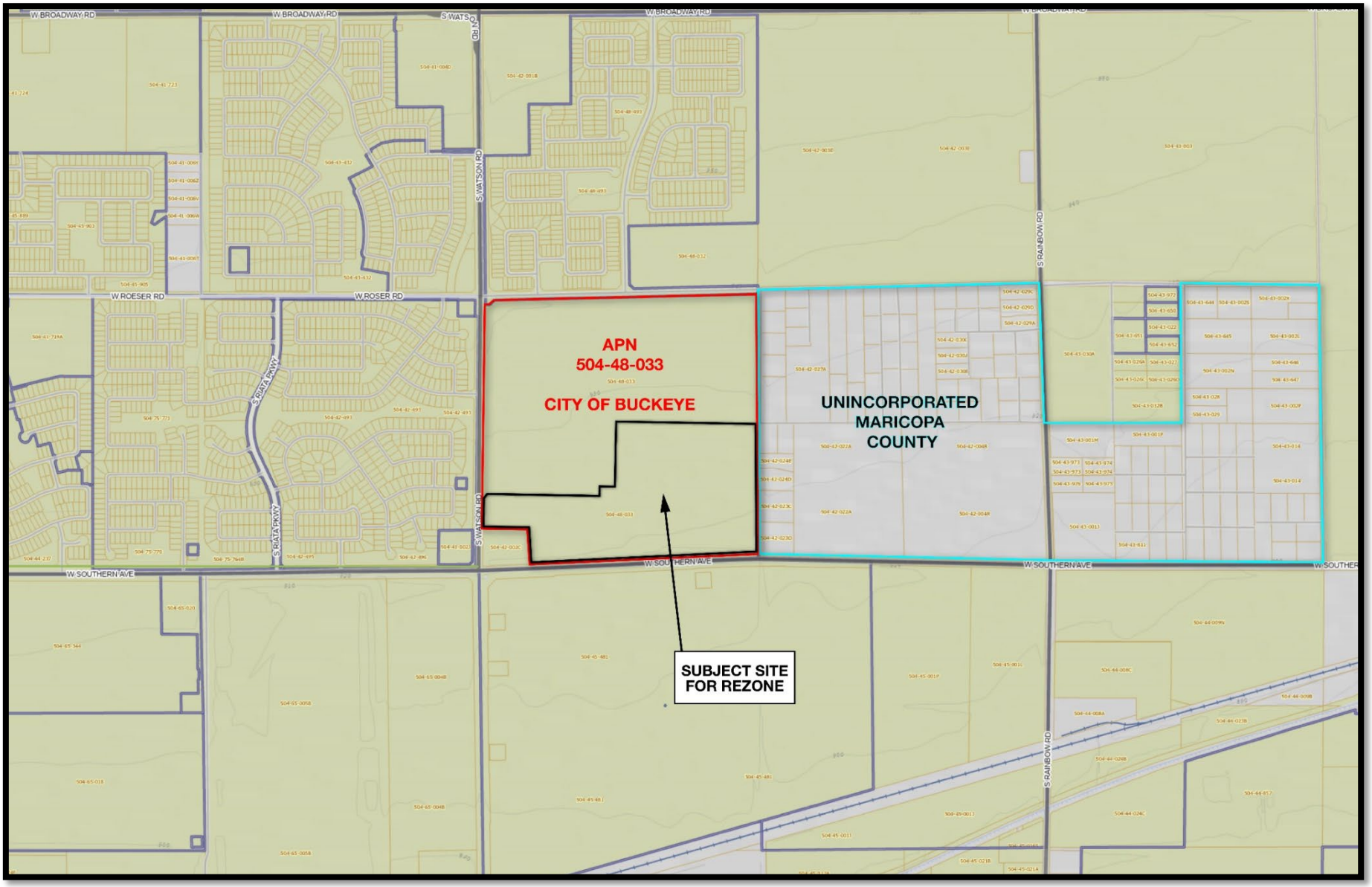


Exhibit E – Maricopa County Annexation Map

NEC of Southern & Watson

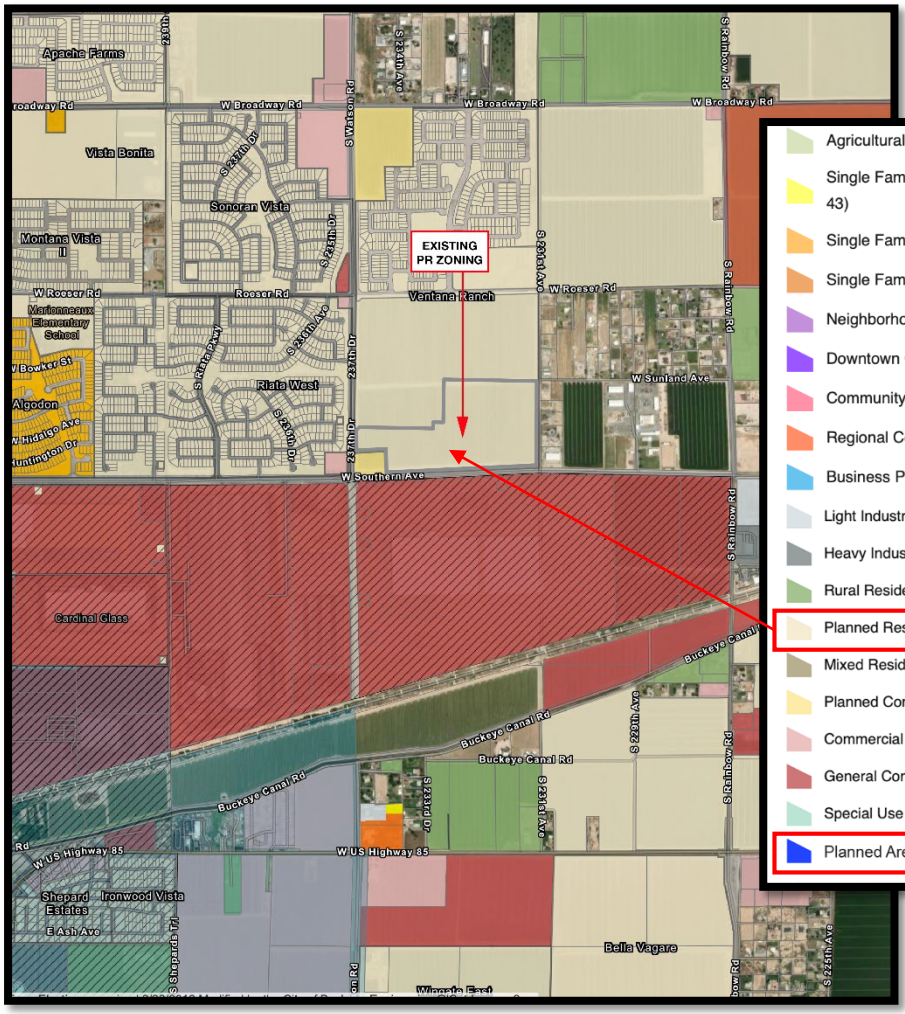
TIFFANY & BOSK P.A.

EXHIBIT F

Rezoning Exhibit

(on following page)

Existing Zoning



Proposed Zoning

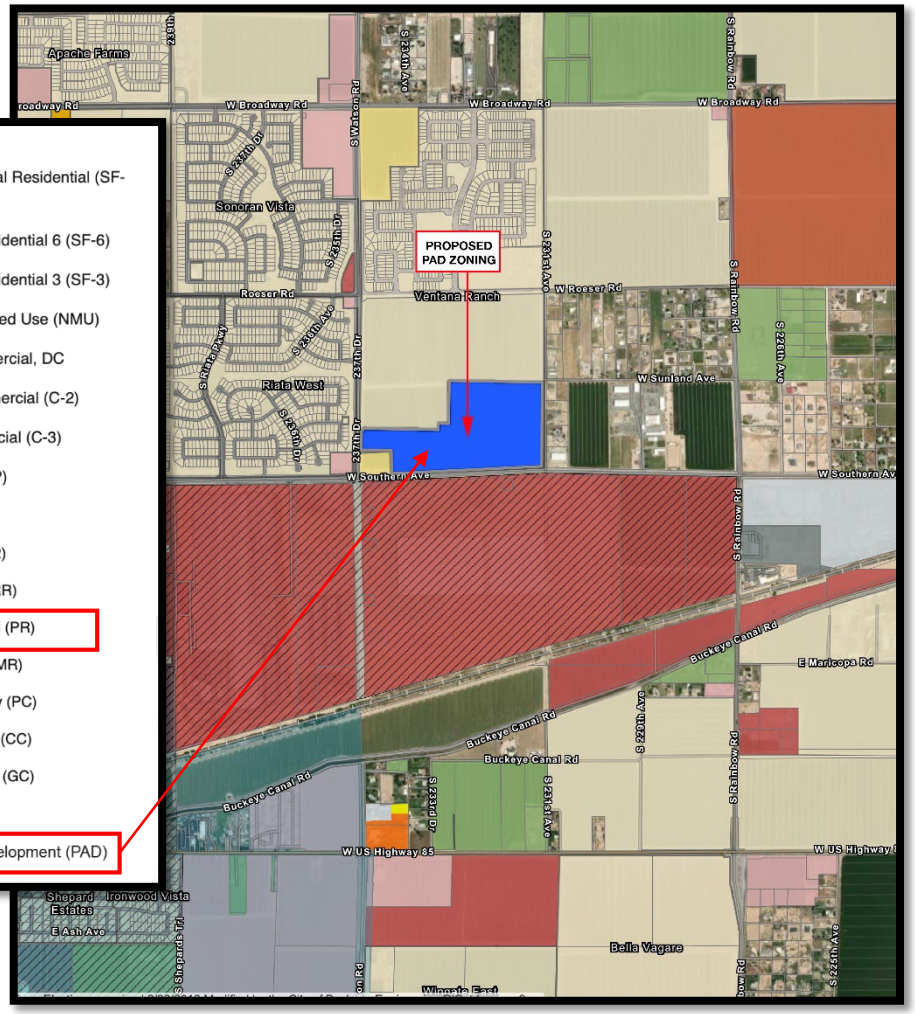


Exhibit F – Rezoning Exhibit

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT G

PAD Planning Areas

(on following page)

Exhibit G – PAD Planning Areas

NEC of Southern & Watson

TIFFANY & BOSS P.A.

EXHIBIT H

Neighboring County Parcel

(on following page)

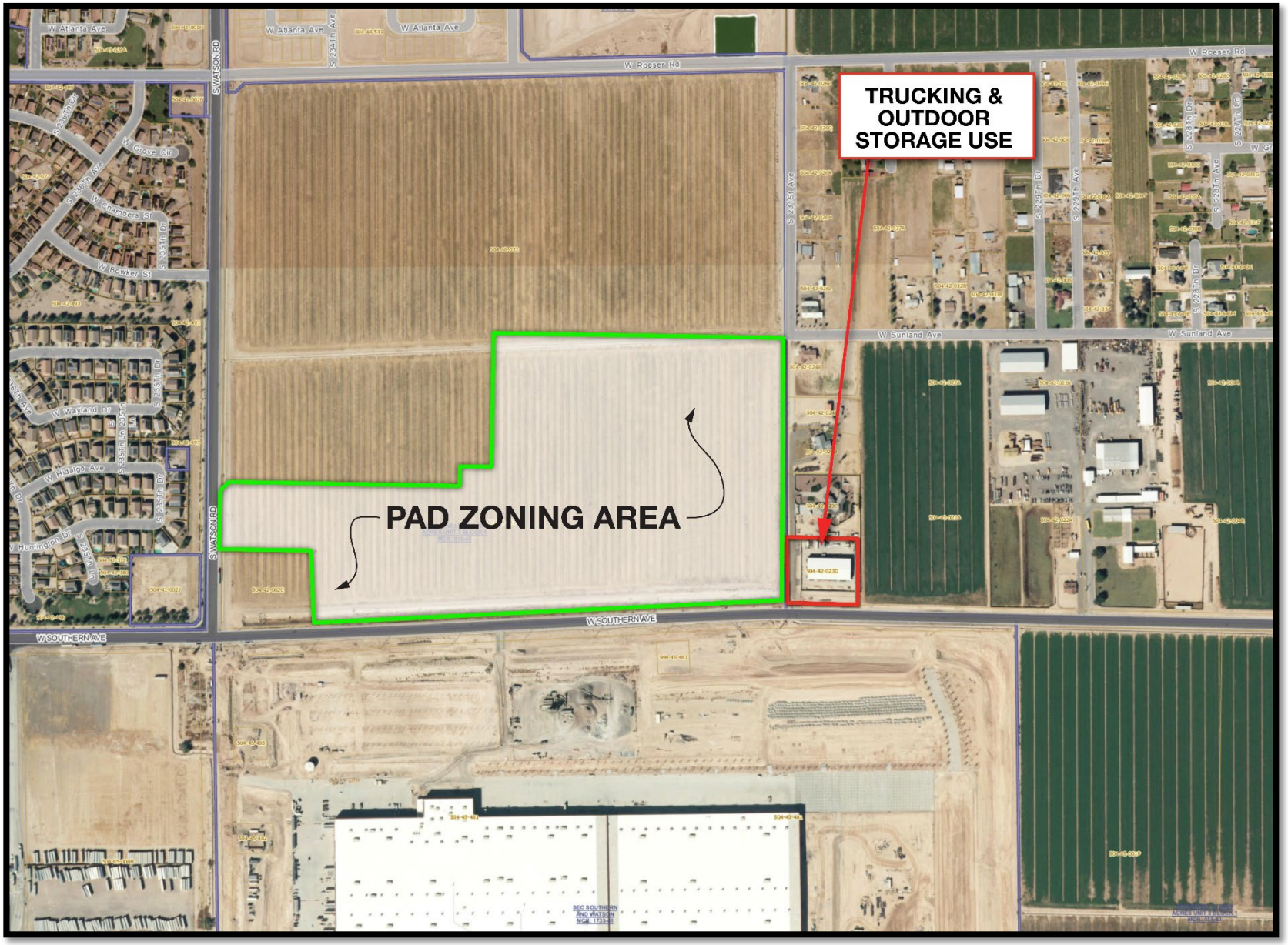


Exhibit H – Neighboring County Parcel

NEC of Southern & Watson

EXHIBIT I

Use Table

(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 10, *Definitions.*

3.1.1. **Explanation of Table Abbreviations.**

A. **Permitted Uses.** "P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines.*

B. **Conditional Uses.**

1. "C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, *Conditional Use Permits.* Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines.*

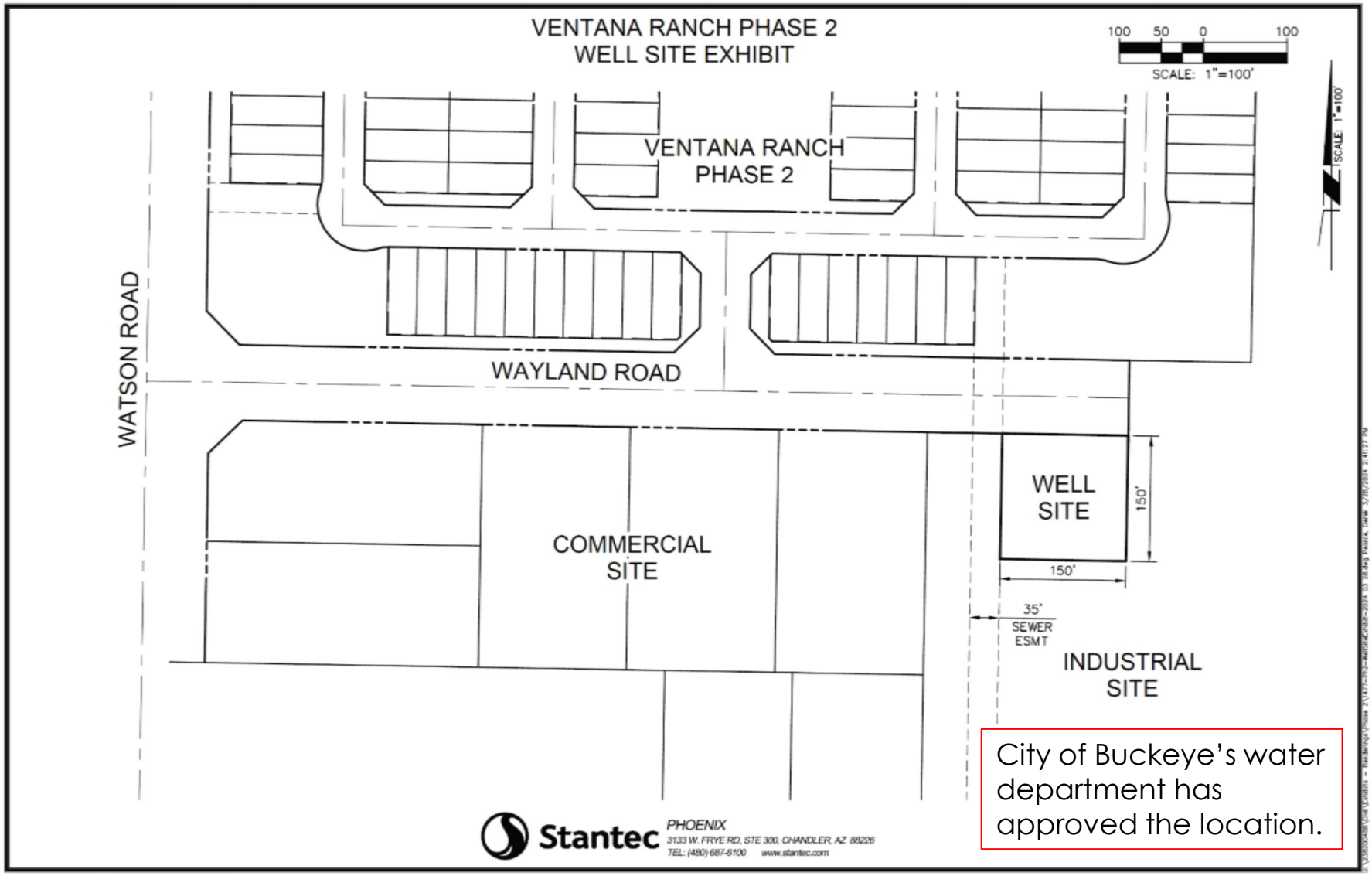
2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, *Conditional Use Permits.*

C. **Prohibited Uses.** A blank cell indicates that the use is prohibited in the respective zoning district.

EXHIBIT J

Proposed Well Site

(on following page)



City of Buckeye's water department has approved the location.

Exhibit J – Proposed Well Site

NEC of Southern & Watson

Exhibit F

4R PLZZ-24-0002 RECEIVED SEPT 16 2024 WD

PLANNED AREA DEVELOPMENT STANDARDS & GUIDELINES REPORT FOR: VENTANA RANCH SOUTH

Northeast Corner of

W Southern Avenue and S Watson Road

Submitted for: Lennar

Case No.: PLZZ-24-0002

SUBMITTED: June 7, 2024

SECOND SUBMITTAL: July 11, 2024

THIRD SUBMITTAL: September 16, 2024

Development Team

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EXHIBIT A. Context Aerial

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EXHIBIT C. PAD Planning Areas

EXHIBIT D. Land Use Chart

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I. Introduction

The Ventana Ranch South project site is an approximate 55.05-acre property at the southern portion of APN 504-48-033, generally located at the northeast corner of W Southern Avenue and S Watson Road ("the property") in the City of Buckeye, Arizona ("City").

The purpose of this Planned Area Development ("PAD") is to facilitate development of the Property in two main planning areas, PAD-A, 11.18± acres (southwest corner) and a PAD-B, 48.88± acres (southeast corner). The proposed mixed-use development will allow for employment type uses such as office, manufacturing, light-industrial, and neighborhood serving uses including retail, restaurant and service type commercial uses. The PAD fulfills the City's intent for appropriate permitted uses, in this unique area, which transitions from large industrial scaled buildings on the south side of Southern Avenue and existing residential uses to the north, east and west.

The property consists of the southern portion (55.05-acres), of Maricopa County Assessor Parcel Number 504-48-033 ("Property"). See Context Aerial included as **EXHIBIT A** of the Appendix, and Legal Description included as **EXHIBIT B.** It is primarily situated on the northeast corner of W Southern Avenue and S Watson Road. The intersection of W Southern Avenue and S Watson Road is an older, three-way intersection, consisting of Southern Avenue as through street and Watson is controlled with a stop sign. It is currently not signalized, nor is it improved to any significant standards.

The majority of land in this area of the City is utilized for large scale industrial, agricultural and residential uses. The adjacent properties to the south and southeast are currently zoned industrial, designated with the City's obsolete General Commerce zone. The northern half of the parcel (92.91± Acres) will remain zoned Planned Residential ("PR") and Lennar plans to develop this portion with single-family residential homes. Properties across Watson Road to the west of the site are also zoned Planned Residential with the hard southwest corner of Southern Avenue and Watson Road zoned Commercial Center ("CC"), a now obsolete commercial zoning district. There is currently a site plan application in review by the City for a gas station and convenience store on the CC zoned parcel, across Watson Rd. See **Context Aerial**, **EXHIBIT A**.

II. General Plan Analysis

The Imagine Buckeye 2040 General Plan designates this area as Neighborhood and Business Commerce. The 43.87± acres of Business Commerce land use designation in this area, acts as a buffer by transitioning uses from the existing, and future residential neighborhoods to the north, from the massive employment core on the south side of Southern Avenue. This PAD zoning, will ensure economic success because of the convenient access to the SR-85 and I-10, which supports marketability for the Property owners to advertise the proposed uses within the City. Many of the goals set out in the 2040 General Plan are focused on expanding and encouraging employment opportunities within Buckeye. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce and Neighborhood, appropriate land designations for this transitional area. The Business Commerce land use designation provides for office, manufacturing, light-industrial, retail, service and other commercial uses

for the nearby residential neighborhoods and employees working in this area. The Imagine Buckeye 2040 General Plan describes these land use categories as:

> *Neighborhood: "The Neighborhood designation denotes areas that have a broader range of residential development than Rural, including low to high density. Neighborhood development may include single-family units (attached and detached), and multifamily units, such as apartments and condominiums. Residential land uses in excess of 1 du/ac are permitted in this designation. This land use designation may also include other integrated land uses that support neighborhood functions and contribute to the health and livability of neighborhoods, such as neighborhood scaled shops, parks and recreational facilities, religious institutions, small offices, and educational institutions. While vehicular access is needed in Neighborhood, bikeability, and walkability should also be a priority."*
>
> *Business Commerce: "Business Commerce denotes areas that comprise both community and regional commercial development. This designation may also support professional offices and business parks. Development in Business Commerce may vary in intensity. Uses should have access to major roads and transit and should provide connections to Neighborhood areas, while also creating opportunities for walkability."*

The 55.05-acre property does meet the specific criteria of the land use designation. It should be noted that the remaining 92.91± acres of the overall parcel, APN 504-48-033 will retain the Planned Residential zoning and the land use designation of Neighborhood, nor is not part of the PAD. Lennar, the owner and developer of the remainder of the parcel is seeking to develop single-family homes for future City residents. Being located along W Southern Avenue and S Watson Road, the Property has access to major roads and transit. The uses intended for the PAD require the Neighborhood and Business Commerce destinations and further support the surrounding neighborhoods. The PAD seeks flexibility for PAD-A and PAD-B areas, allow the market to dictate the evolution of the overall mixed-use project consistent with commercial, office and light-industrial user needs, see **Land Use Chart, EXHIBIT D**. The PAD replaces the previous zoning of Planned Residential, as this use is no longer appropriate with the existing land uses to the south of the property. The intent of the PAD is to achieve a use transition, without having negative impacts on either existing use to the north or south. In order to achieve this gradient of use intensities a non-residential use on the Property.

The Property's surrounding uses makes for an ideal zoning designation of PAD, allowing for the customization of mixed-use development, which is needed in this general location. The expanded uses will serve the City of Buckeye and residents of this general location, by providing neighborhood services and employment. The PAD will be developed in phases. The General Plan designation reflects the need and appropriateness for varied commercial, office and light-industrial uses with the Mixed-Use Community District designation for this site. The PAD intends to align with the City's vision for the area, and will serve a wide-range of users.

III. Legal Description of Property and Parcels

The legal description for the Property is attached as **EXHIBIT B** within the Appendix.

IV. Zoning and Conceptual Development Plan

With the Property being in close proximity to large light-industrial uses to the south and residential uses to the north, the PAD will serve residents, employees, and local traffic alike, with a wide variety of office, manufacturing, light-industrial, retail, service and other commercial uses. Within 55.05± acres, the Property will feature uses which will not only serve the surrounding community's residents and employees, it will also create an appropriate land use transition from massive structures, fronting the southern portion of Southern Avenue. This PAD will further support the City of Buckeye's "Reverse the Commute" initiative which focuses on providing employment to residents within city limits.

Because of the Property's surrounding uses, the PAD is broken up into two (2) planning areas called "PAD-A" and "PAD-B". See **PAD Planning Areas, EXHIBIT C.** These planning areas allow for a mixture of C-2, BP, and I-1 uses. See **Land Use Chart, EXHIBIT D.** "PAD-A" and "PAD-B", allow for a natural transition from large, 2-million square foot, light-industrial buildings (south of property) with General Commerce zoning, to single-family residential (north of property). The permitted uses align with the obsolete zoning district of Commercial Center (CC), across Watson Road. In order to be able to achieve this transition, without having negative impacts on the existing surrounding uses, a non-residential use is required at the Property's location. This provides the surrounding residents, as well as current and future employees of the area, with an appropriate non-residential uses on the north side of Southern Avenue. The proposed uses are complementary to the large scale industrial buildings which front the southern portion of Southern Avenue, further demonstrating this gradual blend of use intensities. The proposed buildings will not have any adverse effects on the surrounding properties, as thoughtful placement and orientation of the buildings will be taken into consideration when site planning the PAD. The closest, existing residential zoning are the county parcels to the east. The proposed light-industrial buildings on the site will be separated from the adjacent county lots by landscaping and an existing irrigation canal. Loading docks and any cross-docks will be internal facing and screened from arterial roadways and residential uses, by utilizing adjacent buildings, along with a combination of berms, landscaping, and walls, to impede views. This mixed-use proposal promotes the possibility of a live/work community, which provides amenities of retail, and employment within walking distance of a resident's home. The Property's proximity to major access routes and nearby future compatible employment opportunities, provide commentary uses in this area of the City.

V. Project Phasing and Development Schedule

The Project will be developed in phases. The owner is working with two different development companies who are finding the appropriate users for the planning areas. PAD-B has been in development since the conception of this PAD, therefore it will be the first phase, followed by PAD-A. See **PAD Planning Areas, EXHIBIT C** for the delineations of the planning areas. Offsite improvements will be constructed concurrent with onsite land development efforts. Issuance of construction permits, fee payments, and required inspections will be coordinated through the City of Buckeye's Development Services Department.

VI. PAD Development Standards

The vision of this site is a unique mix of retail, commercial, office, light-industrial and services. This site will contain architecture that blends into the surrounding landscape, and existing architectural features found in the area. Playing off the unique blend of aesthetics, this site will also include pedestrian friendly

connections throughout providing connectivity between planning areas, without having to exit the proposed development.

A. Development Standards Table

The following are the Ventana Ranch South Development Standards:

Property Development – Perimeter Standards

Property Development Standards	PAD-A	PAD-B
Lot Coverage Maximum (percent)	60	80
District Size minimum (acres)	-	15
Minimum Setback Front (ft.)	Adjacent to residential district - 20 All others - 0	Setback from peripheral property line: 25 Adjacent to residential district: 75
Minimum Setback Side (ft.)	Adjacent to residential district - 50 All others - 10	
Minimum Setback Rear (ft.)	Adjacent to residential district - 50 All others - 0	
Maximum Building Height (FT)	50	65

The above table reflects "TABLE 4.1-3: DIMENSIONAL STANDARDS — NONRESIDENTIAL AND OTHER DISTRICTS" with PAD-A following the standards of "C-2" and PAD-B using "I-1".

B. PAD-A Architectural/Design Standards

PAD-A will meet section 5.8 of the Buckeye Development Code of Ordinances. Representative imagery of the design standards for PAD-A are below.

C. PAD-B Architectural/Design Standards

PAD-B will meet section 5.9 of the Buckeye Development Code of Ordinances. PAD-B will cap the building size at 200,000 SF or less, with one (1) building permitted at a max size of 450,000 SF. All cross docks will be internal facing and will not be visible from Southern Avenue. If loading docks face Southern Avenue, openings will be shielded from visibility by utilizing a combination of berms, landscaping, and walls.

Representative imagery of the design standards for PAD-B are below.

D. Lighting

PAD-A and PAD-B will meet section 5.10 of the Buckeye Development Code of Ordinances.

E. Parking

Parking will meet Section 5.6 of the City's Zoning Ordinance requirements. Shared parking may be considered and implemented through approval of a Parking Study prepared by a qualified engineer during the Site Plan phase of the parcel.

F. Project Signage Standards

The PAD will comply with the City's Sign Code in Section 5.11 for the applicable standards.

G. Overall Design

Materials, colors, and landscaping materials utilized PAD-A and PAD-B will be complementary to each other. Buildings within PAD-A and PAD-B shall be designed using complementary architectural styles, material, and elements that create a cohesive feel across the extent of the project. This language shall not be interpreted as requiring "matching" buildings, but rather buildings that contextually relate to one another.

VII. Project Landscaping

A. Landscaping

Landscaping shall be provided in accordance with Section 5.4 of the Zoning Ordinance.

B. Open Space

Landscaping shall be provided in accordance with Section 5.3 of the Zoning Ordinance

VIII. Infrastructure / Utilities

A. Access

Southern Avenue fronts the majority of the south side of the Property, and Watson Road borders a small portion of the proposed commercial frontage. The Property's location allows for multiple, future access points from each arterial and provides future users a means to access the SR-85, approximately 4-mile east of the Property, as well as access to I-10 to the north, along the Watson Road corridor. Onsite circulation and future access drives will be determined at the time of site plan review. The developer will work with the City to ensure that all required right of way dedications are met. Future development will include site plan, infrastructure planning and traffic study submittals for review, access to the site will be addressed during that time.

B. Drainage

Onsite storm water storage will be provided in phasing, as required by the City and consistent with the Drainage Report once submitted. Site drainage may require drainage structures or walls to help guide the flows onto and through the development. These elements will thematically be designed to match the other walls within the development as needed to convey any historic drainage on site.

C. Water / Wastewater

Sewer and water will be provided by the City of Buckeye. The owner of the property intends to donate land for a future well site to the City of Buckeye.

D. Electric Power

The site will be served by extending Arizona Public Service (APS) service lines.

E. Pedestrian and Vehicle Connectivity

PAD-A and PAD-B will have pedestrian and vehicle interconnectivity, which will allow access to all areas of the proposed development without having to enter the adjacent right-of-way. Interconnectivity will expand to the residential single-family development to the north of PAD-A and PAD-B. This will promote a live/work community, providing amenities of retail, and employment within walking distance of residential homes. Future connections and locations are subject to change as the site plan process evolves. See **Exhibit E**, **Pedestrian and Vehicle Connectivity Plan.**

IX. Conclusion

The PAD plans a unique vacant property wedged between significant employment uses to the south, single-family residential properties to the west, and north, and a mixture of County, residential and

industrial type uses to the east. The PAD zoning will provide the basis for a future high quality commercial, business, employment, and neighborhood serving uses for the immediate area and will provide economic opportunities for the City and its residents. Incorporating a mixture of uses at the southern portion of the larger vacant parcel creates a logical land use transition from all of the existing surrounding uses. The PAD zoning is placed along the majority of the Southern Avenue to buffer the future residents to the north, from the massive employment uses on the south side of Southern Avenue. The PAD-B area is positioned on the Property to not impact the existing residential neighborhoods to the north, west, and east. The City recognized the need for employment opportunities on the south side of Southern Avenue, and there should be an appropriate transition of uses and buffering when developing the future residential communities to the north.

EXHIBIT A

"Context Aerial"

EXHIBIT B

"Legal Description and Property Map"

(on following page)

VENTANA RANCH REZONING – LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A FOUND TOWN OF BUCKEYE BRASS CAP FLUSH BEING THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE NORTH 87°44’05” EAST 486.93 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 2°15’55” WEST 40.00 FEET, TO THE **POINT OF BEGINNING.**

THENCE NORTH 2°15’55” WEST, 332.00 FEET;

THENCE NORTH 89°00’30” WEST, 390.00 FEET;

THENCE NORTH 0°59’30” EAST, 249.99 FEET;

THENCE NORTH 45°59’30” EAST, 56.57 FEET;

THENCE SOUTH 89°00’30” EAST, 1055.22 FEET;

THENCE NORTH 0°59’30” EAST, 90.00 FEET;

THENCE SOUTH 89°00’30” EAST, 144.88 FEET;

THENCE NORTH 0°59’30” EAST, 613.07 FEET;

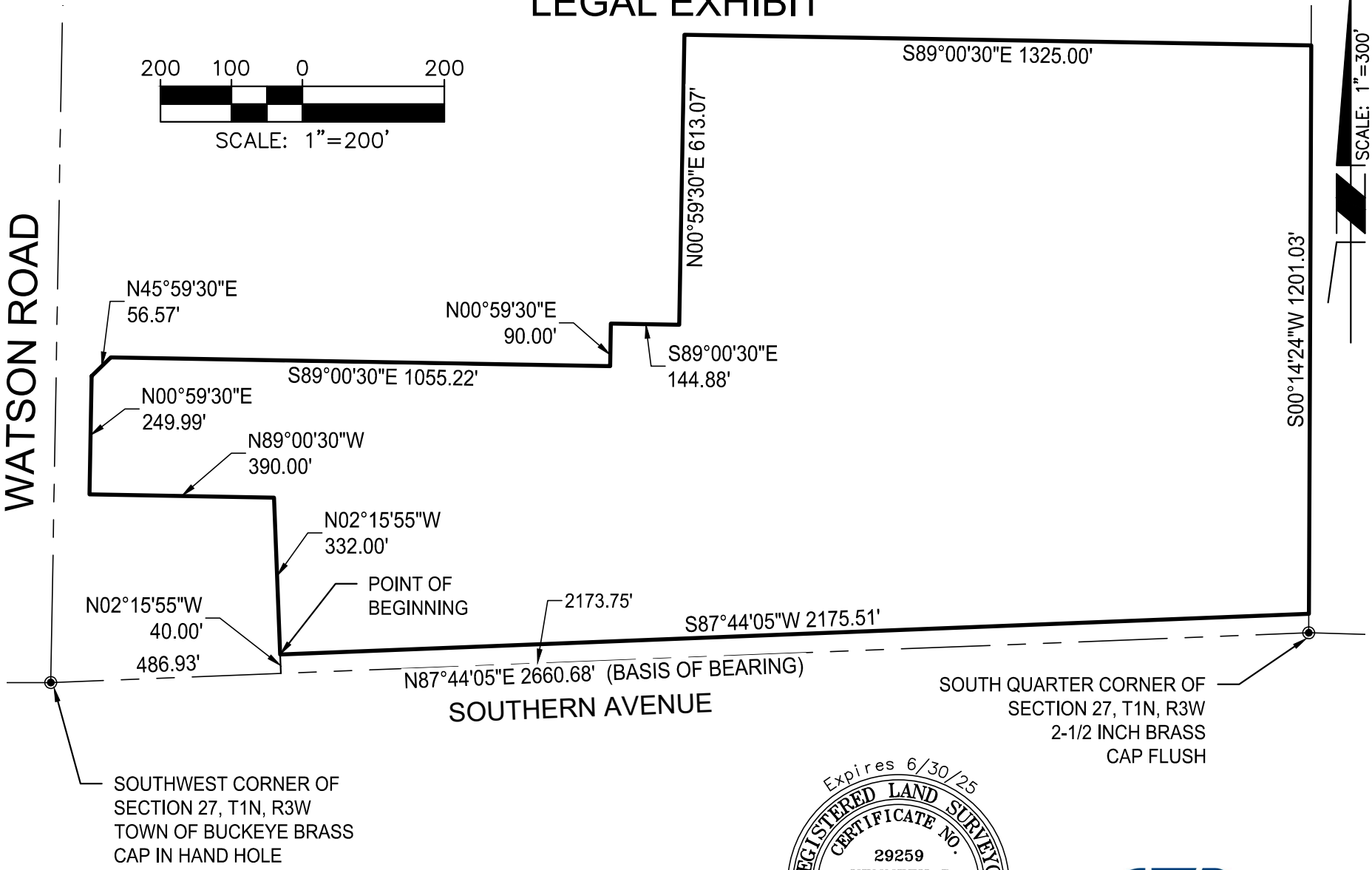
THENCE SOUTH 89°00’30” EAST, 1325.00 FEET;

THENCE SOUTH 0°14’24” WEST, 1201.03 FEET;

THENCE SOUTH 87°44’05” WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,282,680.32 SQUARE FEET OR 52.403 ACRES, MORE OR LESS.

VENTANA RANCH REZONING
LEGAL EXHIBIT



Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
Date Signed 4/24/24
ARIZONA, U.S.A.

T2 utility engineers

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EXHIBIT C

"PAD Planning Areas"

EXHIBIT D

"Land Use Chart"

(on following page)

LAND USE	PAD - A	PAD - B
Assisted living, commercial	P	
Government maint. & operations yards/ buildings		P
Public safety facility	P	P
Religious assembly	P	P
Day care, commercial	P	
Health Care Facility - Medical office or clinic	P	P
Health Care Facility – Hospital		P
Telecommunication Facility - Tower (including any facility with a tower) *		C
Telecommunication Facility - Tower Collocation (No height increase)		P
Telecommunication Facility - Broadcasting or recording studio (no tower) *		C
Telecommunication Facility - Satellite earth station *		C
Telecommunication Facility - Transmitting station (no tower)		P
Utility facility, minor		P
Animal Hospital	P	P
Animal pet shop, retail	P	
Animal training school	P	
Kennel, indoor only	P	
Veterinary clinic	P	
Financial institution, with drive-through	P	
Financial institution, without drive-through	P	
Food sales, wholesale	P	P
Bar, lounge, or tavern	P	
Catering service	P	P
Drive-in restaurant	P	
Farmers market	P	
Restaurant, without drive-through	P	
Restaurant, with drive-through	P	
Office, business or professional	P	P
Data Center		C
Research laboratory	C	P

General outdoor recreation, commercial	P	
Art gallery or museum, private	P	
Fitness and recreational sports center	P	C
General indoor recreation, commercial	P	P
Major entertainment facility, indoor	P	P
Movie theater	P	
Dry cleaning and laundry service	P	P
General personal services	P	
Instructional services or trade school	P	P
Alcoholic beverages, retail sale	P	
Convenience store with gas sales	P	P
Feed store	P	P
General retail	P	
Large retail	C	
Plant sales, retail	P	
Boat, RV sales and rental	P	P
Gasoline sales	P	P
Vehicle sales and rental	P	P
Vehicle service and repair, major		P
Vehicle service and repair, minor	P	P
Building materials sales, indoor retail	P	P
Drilling company, no outside storage		P
General industrial service		P
Assembly, light		P
Mfg., light		P
Office warehouse		P
Warehouse		P
Wholesale establishment	C	P
Recycling center indoor		P

Telecommunication Facility* – Any new towers (not including colocations on existing towers) must be separated by 1 minimum of 500 feet from the nearest residential property line.

TABLE OF ALLOWED USES

Table lists the principal uses allowed within each PAD zoning districts. Each of the listed uses is defined in Article 10, *Definitions.*

3.1.1. **Explanation of Table Abbreviations.**

A. **Permitted Uses.** "P" in a cell indicates that the use is allowed by right. Permitted uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines.*

B. **Conditional Uses.**

1. "C" in a cell indicates that in the respective zoning district the use is allowed only if reviewed and approved in accordance with the procedures of Section 8.7, *Conditional Use Permits.* Conditional uses are subject to all other applicable regulations of this Development Code, including the use-specific standards in Section 3.2, the dimensional standards in Article 4, and the requirements of Article 5, *Development and Design Standards and Guidelines.*

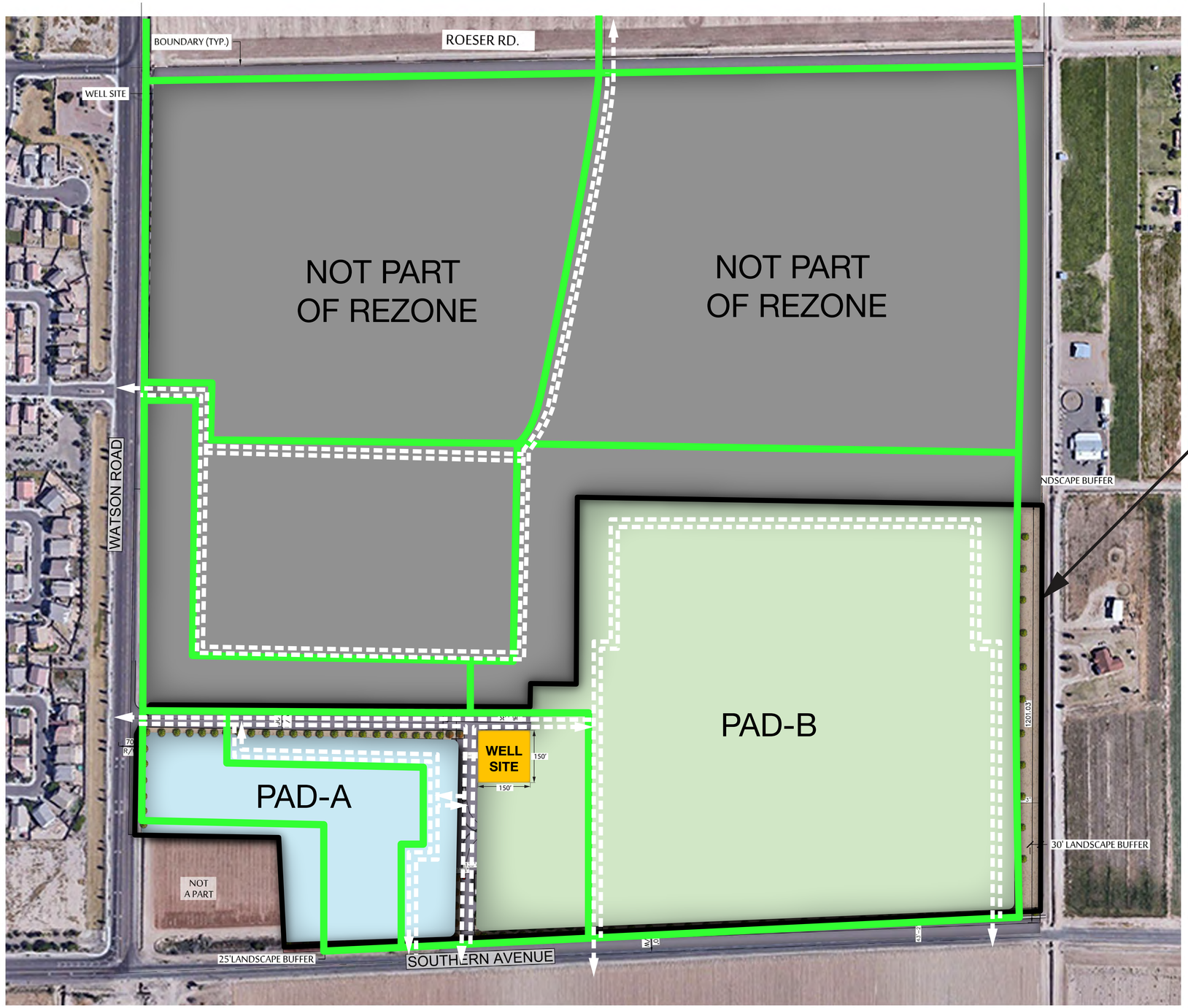
2. The "C" designation in Table 3.1-1 in a given district does not constitute an authorization or an assurance that such use will be permitted. Rather, each conditional use permit application shall be evaluated as to its probable effect on adjacent properties and surrounding areas, among other factors, and may be approved or denied pursuant to the procedures in Section 8.7, *Conditional Use Permits.*

C. **Prohibited Uses.** A blank cell indicates that the use is prohibited in the respective zoning district.

EXHIBIT E

"Pedestrian and Vehicle Connectivity Plan"

(on following page)



PROPOSED PAD REZONE AREA

KEY

VEHICULAR CIRCULATION

PEDESTRIAN CIRCULATION

MCGOUGH ADAMSON

Landscape Architects

Land Planning

Irrigation

VENTANA RANCH SOUTH

MAJOR PEDESTRIAN AND VEHICULAR CONNECTIVITY PLAN

SEC OF WATSON RD. & ROESER RD. - BUCKEYE, AZ

09/16/2024

NOTE: Routes may be altered during site plan approval phase.

SCALE: 1"=150'-0"

0' 75 150' 300' 450'

NORTH

Exhibit G

Ventana Ranch South

Citizen Participation Plan

Minor General Plan Amendment approximately 43.87± acres to Business Commerce and Rezoning application to Planned Area Development (PAD) for approximately 55.05± gross acres located at the northeast corner of Southern Avenue and Watson Road

Application Case #: PLZU-24-0001 & PLZZ-24-0002
1st Submittal Date: February 13, 2024
2nd Submittal Date: June 7, 2024
3rd Submittal Date: September 12, 2024

Applicant/Representative:

TIFFANY & BOSCO P.A.
William Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to rezone and develop approximately 55.05± acres (gross) generally located at the northeast corner of Southern Avenue and Watson Road. The Property's location along Southern Avenue, adjacent to existing Employment land designations and set away from the Downtown Corridor, Activity Centers, and other non-compatible uses, make Business Commerce appropriate designation for this transitional area. The Property is currently undeveloped and utilized for agriculture uses. The property is identified by Maricopa County Assessor parcel number 504-48-033 (the "Property").

The City's 2040 General Plan currently designates the entire Property for Neighborhood, the Minor GPA submittal requests a change of approximately 43.87± acres to Business Commerce, which supports a mix of office, manufacturing, light-industrial, retail, restaurant, neighborhood services and other commercial uses, through an associated rezone PAD request. The Property is proposing to provide a mixed-use transitional area from industrial uses to the south and to residential, to the north.

Which residents of the City of Buckeye ("City"), adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

The subject Property is adjacent to residential uses (City and Unincorporated Maricopa County) and industrial uses to the east and south.

For the neighborhood meeting, individual letters were sent to all Property owners within 500' of the Property and interested parties / stakeholders, including Riata West Community Association, in the surrounding area of the 55.05± acres (gross) subject to this entitlement request. The letter adhered to all City notification requirements and was sent prior to 15-day deadline for a neighborhood meeting. Once the Planning & Zoning Commission public hearing is scheduled, again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners and interested parties/stakeholders within 500' of the Property.

Prior to the neighborhood meeting letters being sent, an outreach consultant and team went door to door to all parties within the 500' of the Property to alert them to the GPA and Rezoning proposal and the neighborhood meeting. The neighbors were encouraged to come to the open house, and to continue to reach out if they have any questions. See **EXHIBIT C**, *Door-to-Door Outreach Summary.*

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the Development Code, we provided notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the Development Code, we mailed individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting/hearing. Interested parties and stakeholders in the surrounding area of the 55.05± acres (gross) subject to this entitlement request were also notified. The letter adhered to all City notification requirements and adequately notified the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We provided the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed. We will again follow the above procedures once the Planning & Zoning Commission public hearing is scheduled.

Neighborhood Meeting

We held a neighborhood meeting and provided mailed notice of the meeting in the same manner as described above. We have notified the Development Services Department in writing of the meeting date, time, and location more than 15 days prior to the scheduled date of the meeting, and Ken Galica from Development Services was in attendance. A written summary of the neighborhood meeting is below. It includes the date, time, location of the meeting, a copy of the letter sent, *see* ***EXHIBIT A***, a copy of the Sign In sheet, *see* ***EXHIBIT B*** and a summary of concerns, issues and problems expressed during the meeting.

Neighborhood Meeting Summary

We held a 6:00 PM neighborhood meeting on August 14th, 2024 at Buckeye Public Library – Coyote Branch (21699 W Yuma Road, Buckeye, AZ). There was signage directing residents to meeting room, 24 x 36 aerials, proposed rezone map and other exhibits displayed for the neighbors and interested parties to view along with a sign in sheet. There were eight (8) neighbors in attendance, along with City staff members, Ken Galica, (Planning Manager), Christine Grundy (Assistant to the Mayor), Janene Van Leeuwen (Neighborhood Services Representative for the City), and Councilmember Youngker. Ryan Belshee who is running for District 2, City Council seat, was also in attendance.

There were attendees who came in support of the case, other neighbors had questions about the proposal, and some who were not in favor of the proposal, without knowing much about the case. The attendees who were not in favor also expressed their negativity to an unrelated proposal for a gas station located at the northwest corner of Watson and Southern. The majority of their discussion with City staff and the Applicant, revolved around the gas station and its land use designation. They also commented multiple times that their HOA was not notified of the neighborhood meeting, when in fact it was. We attempted to answer as many questions and concerns they had related to this proposal.

There were a few homeowners from the Maricopa County parcels, east of the site. Three (3) of the homeowners are in favor of the proposal, and appreciated the outreach that was conducted prior to the meeting. One (1) homeowner located in the County jurisdiction was concerned about privacy and how tall the buildings may be and if they would have the ability to see into her yard. She was educated to the best of our ability at the meeting and we plan to reach back out to her and provide answers to any future questions she may have.

As the meeting concluded, our team felt that all neighbors were informed of the proposal and the meeting was successful in conveying the proposal to all that attended.

Published Notice

We will publish notice in the Arizona Republic at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Southern Avenue and Watson Road) which will remain on the Property for a period of at least 15 days prior to the hearing/meeting. We will post the signs on the Property once the sign location is determined, and approved by City Staff. We will maintain the sign in good condition and update them with P&Z and Council hearing information as that becomes available. The signs will be removed within 10 days after the final public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting/public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, we will meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. We will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues, at least 15 days in advance of the first public hearing. (so staff can include as an attachment to staff reports). Our public outreach will be continuous and will occur throughout the Minor GPA and rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed prior to the time the City informs us of the pending Planning Commission hearing date and will include the following:

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
(ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
(iii) Where residents, property owners, and interested parties receiving notices, newsletters or other written material are located; and
(iv) The number of people that participated in the process
(v) A summary of concerns, issues and problems expressed during the process, including:
    a. The substance of the concerns, issues, and problems
    b. How we addressed or will address the concerns expressed during the process; and

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Attachments:

- Neighborhood Meeting Letter (EXHIBIT A)
- Neighborhood Meeting Sign-In Sheet (EXHIBIT B)
- Door-to Door Outreach Summary (EXHIBIT C)
- 500' Property Ownership List
- 500' Property Map Boundary

EXHIBIT A

Meeting Letter

(on following page)

TIFFANY & BOSCO P.A.

July 30, 2024

RE: NEC Southern Avenue & Watson Road – Rezoning & GPA Open House – Case #PLZU-24-0001 & PLZZ-24-0002

Dear Neighbor/Stakeholder:

We represent Lennar Arizona, LLC and their rezone request related to 55.05± acres located near the northeast corner of Southern Avenue and Watson Road. Please refer to the attached **Vicinity Map**. The property is identified by Maricopa County Parcel Number 504-48-033, and the rezone application pertains to the southern 55.05± acres of the parcel. (the "Property"). We are seeking input for their proposed land use proposal to develop the Property located within the City of Buckeye's city limits. The proposal is to rezone the Property from PR (Planned Residential) to PAD (Planned Area Development). The purpose for the rezoning is to develop a new mixed-use area, which allows for retail, restaurants, service uses, office, light-industrial, and other employment opportunities. The proposed PAD zoning is sectioned into two areas, PAD-A which is designated for Commercial uses, and PAD-B which allows for Light-Industrial uses. This rezone to provide a gradual transition from the Large, Light-Industrial on the southern portion of Southern Avenue and the Single-Family residential north of the Property.

As part of the required public notice requirements for these land use cases, we invite you to join us for an open house neighborhood meeting to discuss and learn more about the proposed land use cases for the Property.

Neighborhood Meeting:
Date: Wednesday, August, 14th, 2024
Time: 6:00 P.M.
Location: Coyote Branch Library, 21699 W. Yuma Rd. #116, Buckeye, AZ 85326

The Planning and Zoning ("P&Z") Commission and City Council hearings are not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City public hearings. Another notification letter will be mailed to you at least fifteen (15) days prior to the P&Z Hearing date.

If you wish to provide input on this matter, you may attend the neighborhood meeting on Wednesday, August 14th or at the Planning and Zoning Commission Hearing or City Council meetings which will be set in the future. Alternatively, you can provide input, comments or questions directly to me, Holly Reading, Senior Project Manager at Tiffany & Bosco at hreading@tblaw.com or 480-240-1818. You may also contact City of Buckeye assigned Planning Manager, Ken Galica, at 623.349.6214 or by email at kgalica@buckeyeaz.gov subject "PLZU-24-0001 & PLZZ-24-0002."

Sincerely,

Holly Reading
Senior Project Manager

TIFFANY & BOSCO P.A.

Vicinity Map

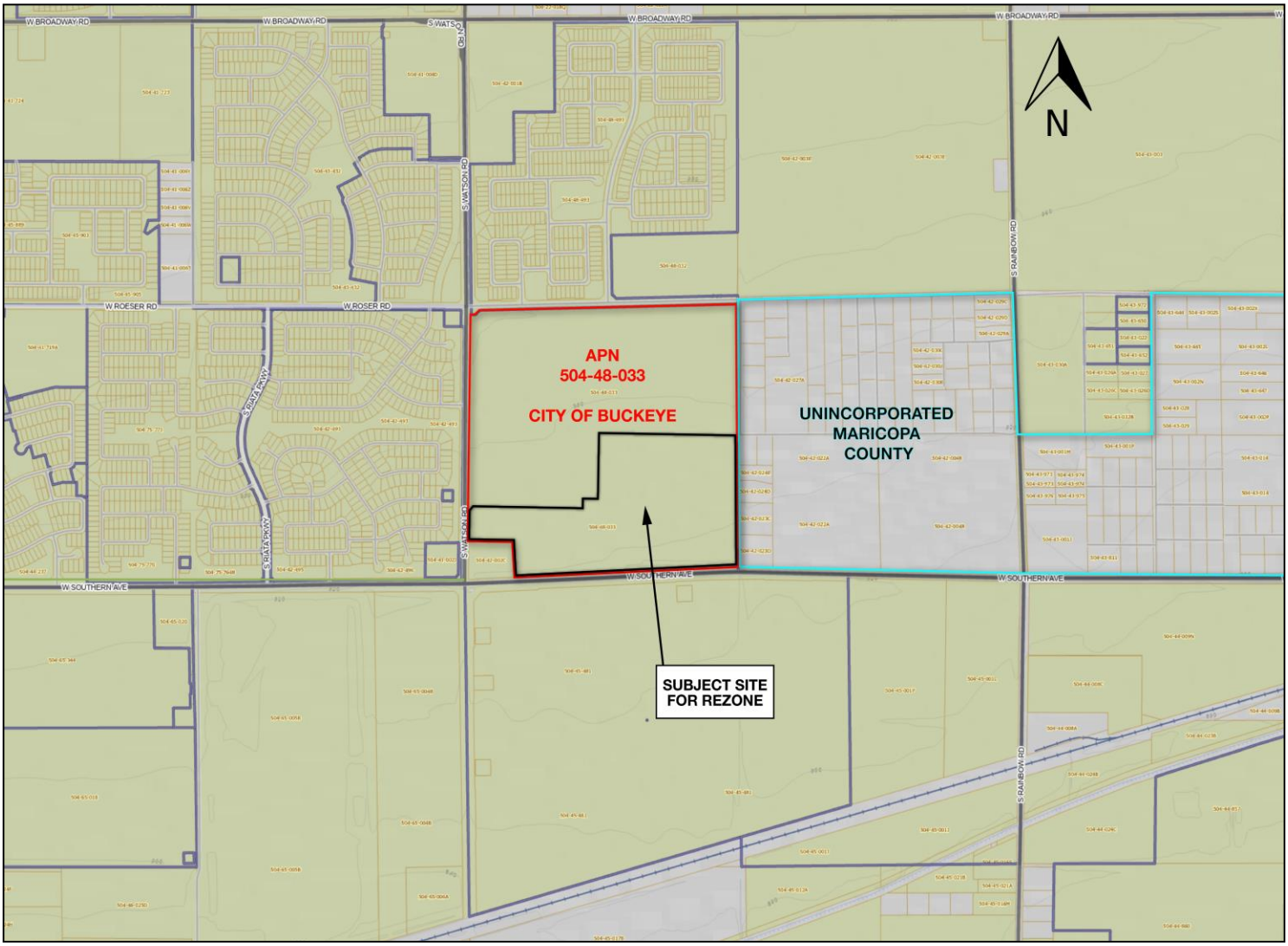


EXHIBIT B

Sign-In Sheet

(on following page)

Lennar - Ventana Ranch South - PAD Rezone and GPA
NEC of Southern Avenue and Watson Road

NEIGHBORHOOD MEETING SIGN-IN SHEET

Date : August 14, 2024 Time: 6:00 PM

NAME	ADDRESS	EMAIL	PHONE #
WAYNE KIRKPATRICK	23042 W SOUTHERN AVE	WKIRKPATRICKMAN@MSN.COM	623-386-2734
Melinda Kirkpatrick	23042 W. Southern Ave	WKirkpatrickman@msn.com	623-386-2734
RICHARD WADDA			
Autumn Stanton	5889 S 235th Ln	autumnstanton@yahoo.com	(623) 293-7673
Jennifer Beattie	5691 S 236th Dr	jenn2023az@gmail.com	562-209-5366
Kourtney Briese	5639 S. 231st	kourtney.briese@gmail.com	623 703 1239
Ryan Belshee	114 S 5th Street Buckeye	Ryan@downtownBuckeye.com	503-747-8024
Rud Jon	23791 W GROVE ST Buckeye		253-389-9547

EXHIBIT C

Door-to Door Outreach Summary

(on following page)

Owner	Property Address	Mailing Address	Outreach
RG3 TWO LLC		2601 W DUNLAP AVE STE 10 PHOENIX AZ USA 85021	
CRANE HARVESTING AND TRUCKING INC	22906 W SOUTHERN AVE BUCKEYE 85326	PO BOX 397 BUCKEYE AZ USA 85326	
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR		23036 W SUNLAND AVE BUCKEYE AZ USA 85326	
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE BUCKEYE 85326	5405 S 231ST AVE BUCKEYE AZ USA 85326	Gated with padlock and dog door in front yard, for sale, pending on MLS
WILLIAMS EVELYN Y	23004 W SUNLAND AVE BUCKEYE 85326	23004 W SUNLAND AVE BUCKEYE AZ USA 85326	
JACKSON ANTIONE SR/RECO	23542 W PECAN RD BUCKEYE 85326	23542 W PECAN RD BUCKEYE AZ USA 85326	NH, NH
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR BUCKEYE 85326	5605 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
CASTANEDA SALVADOR	23575 W WAYLAND DR BUCKEYE 85326	23575 W WAYLAND DR BUCKEYE AZ USA 85326	Told them briefly through Ring doorbell and they said they weren't interested.
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR BUCKEYE 85326	23574 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD BUCKEYE 85326	23571 W PECAN RD BUCKEYE AZ USA 85326	"The roads on southern right now are not fine. Interesting. I was wondering what this would be because of the traffic. Traffic in that area is a concern. Not just our project but to the west also. That's cool. Good to know." Talked to Kathy. We reminded her that the construction and stoplight along Southern is almost complete and will be much better very soon.
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE BUCKEYE 85326	23578 W HIDALGO AVE BUCKEYE AZ USA 85326	Talked with Joe, showed him whole presentation seems positive about it. Sell them for $400,000 and bring our home prices up!!
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR BUCKEYE 85326	23577 W HUNTINGTON DR BUCKEYE AZ USA 85326	Talked to Martina- owner is not home. Spanish speaker. Come back in the weekend to speak to owner
STANTON AUTUMN/JARRPD	5889 S 235TH LN BUCKEYE 85326	5889 S 235TH LN BUCKEYE AZ USA 85326	NH
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN BUCKEYE 85326	5905 S 235TH LN BUCKEYE AZ USA 85326	NH, NH
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR BUCKEYE 85326	23580 W HUNTINGTON DR BUCKEYE AZ USA 85326	
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE BUCKEYE 85326	23573 W HIDALGO AVE BUCKEYE AZ USA 85326	Her baby was crying so we told her quickly what was coming. She said "yay!" And was excited
AYIYI RICHARD JR	23556 W HUNTINGTON DR BUCKEYE 85326	23556 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD BUCKEYE 85326	23563 W PECAN RD BUCKEYE AZ USA 85326	"Can you come back this afternoon because my sister in law owns the house?" He took a picture of site plan to show to her in case we don't touch base.
CLAVER DAVE	5921 S 235TH LN BUCKEYE 85326	5921 S 235TH LN BUCKEYE AZ USA 85326	
HUNT BRANDON/ANA MARIA	23555 W PECAN RD BUCKEYE 85326	23555 W PECAN RD BUCKEYE AZ USA 85326	NH, NH (6 broken down cars in the front)
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR BUCKEYE 85326	23564 W WAYLAND DR BUCKEYE AZ USA 85326	Vacant, for rent sign
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR BUCKEYE 85326	23554 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR BUCKEYE 85326	5621 S 235TH DR BUCKEYE AZ USA 85326	Talked to him through ring doorbell briefly. Thanks for letting me know.
JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR BUCKEYE 85326	5637 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
JONES CARROLL WAYNE JR	5653 S 235TH DR BUCKEYE 85326	5653 S 235TH DR BUCKEYE AZ USA 85326	appears vacant with for sale sign
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR BUCKEYE 85326	5669 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR BUCKEYE 85326	23543 W WAYLAND DR BUCKEYE AZ USA 85326	"Wow! Nice! Perfect! Looks great. Thank you for information." talked with Pete
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR BUCKEYE 85326	23551 W WAYLAND DR BUCKEYE AZ USA 85326	Went inside her home. "Well good. I appreciate it. My daughter lives right behind us and mentioned that you had come by. Where will the school be? Oh a well site? Wonder what those two hard corners will be since they tryed to put a convenience store with propane." She understood and really appreciated us coming by.
YEE SYDNEY/ALEX	23559 W WAYLAND DR BUCKEYE 85326	23559 W WAYLAND DR BUCKEYE AZ USA 85326	NH, NH
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE BUCKEYE 85326	23560 W HIDALGO AVE BUCKEYE AZ USA 85326	NH, NH
MACK TANYA Y	23552 W HIDALGO AVE BUCKEYE 85326	23552 W HIDALGO AVE BUCKEYE AZ USA 85326	"Are they still putting the gas station? Thank God. Do I like it? Not really. It's taking from the openness of Buckeye but people need a place to live. I get it. Thank you ladies. If I get something in the mail I will know what it is."
RUSSELL ESTHER	23544 W HIDALGO AVE BUCKEYE 85326	23544 W HIDALGO AVE BUCKEYE AZ USA 85326	"I don't mind Ross. No different than the Walmart and glass factory. I wondered when that cotton field was going to go. I've had a lennar home twice. Bought this house 25 years ago once we pay it off we are going to sell it and move into something smaller in Puerto Rico." Talked with Rodger

JACKSON DARRIN	5769 S 235TH DR BUCKEYE 85326	5769 S 235TH DR BUCKEYE AZ USA 85326	"You guys are doing a better job than the last developer who tried to put a gas station on the northwest corner. No one came and talked to us and we fought that. Your presentation, I'm not offended by. Good job. One of the problems we have are the trucks parking along Watson on east side of the road. I'm good with this and I'm looking forward to it. Put some food there!" Darren - backs up to site
GARCIA MARCO ANTONIO	5785 S 235TH DR BUCKEYE 85326	5785 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
SALEEM RUBY/MALIK	5803 S 235TH DR BUCKEYE 85326	5803 S 235TH DR BUCKEYE AZ USA 85326	NH, NH
MOLINA NELIDA G MARTINEZ	5815 S 235TH DR BUCKEYE 85326	2885 S 256TH DR BUCKEYE AZ USA 85326	NH, NH
5829 S 235TH DR LLC	5829 S 235TH DR BUCKEYE 85326	19435 W MELVIN ST BUCKEYE AZ USA 85326	NH, NH
AHMAD AROONA M	23545 W HUNTINGTON DR BUCKEYE 85326	23545 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
LOBERIANO ESTRELLA	23553 W HUNTINGTON DR BUCKEYE 85326	1348 SPANISH NEEDLE CT ORANGE PARK FL USA 32073	How much per unit? How much the down payment? Maybe he would move in. This is good. Romeo
MUGENZI YANNICK	23561 W HUNTINGTON DR BUCKEYE 85326	23561 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR BUCKEYE 85326	23567 W HUNTINGTON DR BUCKEYE AZ USA 85326	NH, NH
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR BUCKEYE 85326	23568 W HUNTINGTON DR BUCKEYE AZ USA 85326	Thank you for the heads up. No issues.
SRMZ 3 LLC	23548 W HUNTINGTON DR BUCKEYE 85326	AUSTIN TX USA 78746	Teen answered, parents aren't home, they are renters
TAH 2018-1 BORROWER LLC	23565 W HIDALGO AVE BUCKEYE 85326	1508 BROOKHOLLOW DR SANTA ANA CA USA 92705	"That's so nice. Thank you!" talked to Kwame
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE BUCKEYE 85326	23557 W HIDALGO AVE BUCKEYE AZ USA 85326	Lots of no soliciting signs. Told them briefly, said "it doesn't matter. That's ok with me."
PINCKNEY RONNETTE	23549 W HIDALGO AVE BUCKEYE 85326	23549 W HIDALGO AVE BUCKEYE AZ USA 85326	Dogs were barking loud. We quickly told them what it was and he didn't care to see images.
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE BUCKEYE 85326	5639 S 231ST AVE BUCKEYE AZ USA 85326	new home is under construction, people might be living in the trailer in the backyard, didn't want to walk in the backyard and startle them. No cars on property.
MORGAN JASON/PATRICIA	5709 S 231ST AVE BUCKEYE 85326	5709 S 231ST AVE BUCKEYE AZ USA 85326	call next week, he was talking to his daughter who lives in the UK, observation-his house might be where heads lights hit, cell 602-573-3738, called him the next time we were out in the area and he didn't answer
SOUTHERN COMFORT ESTATES LLC	5823 S 231ST AVE BUCKEYE 85326	2029 S 225TH LN BUCKEYE AZ USA 85326	I spoke to Wayne Kirkpatrick, who owns 5 acres near the SE portion of the proposal. He is the one who touches Southern Ave. He uses 2.5 acres for his metal fabrication business and 2.5 acres for his home. He is in the county and told me all of the stories about how the City of Buckeye "screwed him" out of money and time when he was trying to get his permits. We spoke for over an hour Saturday afternoon around 4pm. (Yes, it was 115* at that time and yes, we stood outside the whole time). By the end, he agreed that Light Industrial next to his (sometimes loud) metal fabrication business was better than homes. He said that developers and Cities have tried to eminent domain him before on other sites and tried to "steam roll" him. He has never had someone knock on his door (it is actually like a fortress and I had to ring a call button and have the giant metal gate open for me) and talk to him about a project. Nobody has ever asked him for his opinion before. He thinks Lennar "does business differently" and is excited for me to introduce him to Vickey for a long term relationship. I think there is a chance that we might be able to get a letter of support further down the road. Since he owns 5 acres and lives behind a giant wall, I thought the only time to get a hold of him might be a Saturday afternoon.
	5689 S. 231st Ave ?		Knocked, NH
	Next home north-no address		NH

NEC Southern & Watson - 500' Mailing List

Owner	Address	CITY	State	Zip
RG3 TWO LLC	2601 W DUNLAP AVE STE 10	PHOENIX	AZ	85021
CRANE HARVESTING AND TRUCKING INC	PO BOX 397	BUCKEYE	AZ	85326
ARMAS JAIME JR/MARIA ISABEL/JAIME MACIAS SR	23036 W SUNLAND AVE	BUCKEYE	AZ	85326
CANO LUIS ARMANDO LECHUGA	5405 S 231ST AVE	BUCKEYE	AZ	85326
WILLIAMS EVELYN Y	23004 W SUNLAND AVE	BUCKEYE	AZ	85326
JACKSON ANTIONE SR/RECO	23542 W PECAN RD	BUCKEYE	AZ	85326
SILVIO MATHIEU LIVING TRUST	5605 S 235TH DR	BUCKEYE	AZ	85326
CASTANEDA SALVADOR	23575 W WAYLAND DR	BUCKEYE	AZ	85326
MARK OAKLEY AND JUDITH DEAN-OAKLEY LIVING TRUST	23574 W WAYLAND DR	BUCKEYE	AZ	85326
JAIME LISA A/WILLINGHAM JANINE M	23571 W PECAN RD	BUCKEYE	AZ	85326
LEUCHS JOSEPH ROBERT/STACY VANESSA TR	23578 W HIDALGO AVE	BUCKEYE	AZ	85326
MONREAL ALEJANDRA/FLORES MONREAL	23577 W HUNTINGTON DR	BUCKEYE	AZ	85326
STANTON AUTUMN/JARRPD	5889 S 235TH LN	BUCKEYE	AZ	85326
PERALTA DOMINGUEZ KENZEY MARIE	5905 S 235TH LN	BUCKEYE	AZ	85326
HERRERA MARIA ELENA B	23580 W HUNTINGTON DR	BUCKEYE	AZ	85326
SOCHOR RYAN ALEXANDER/KYRA LEANNE	23573 W HIDALGO AVE	BUCKEYE	AZ	85326
RIATA WEST COMMUNITY ASSOCIATION	4135 S POWER RD STE 122	MESA	AZ	85212
ROSS DRESS FOR LESS INC	5130 HACIENDA DR	DUBLIN	CA	94568
LENNAR ARIZONA INC	1665 W ALAMEDA DR STE 130	TEMPE	AZ	85282
AYIYI RICHARD JR	23556 W HUNTINGTON DR	BUCKEYE	AZ	85326
NAPUTI STEVE KYLE C/NARISSA B	23563 W PECAN RD	BUCKEYE	AZ	85326
CLAVER DAVE	5921 S 235TH LN	BUCKEYE	AZ	85326
HUNT BRANDON/ANA MARIA	23555 W PECAN RD	BUCKEYE	AZ	85326
PADILLA DULCE E/ALVARADO ENRIQUE	23564 W WAYLAND DR	BUCKEYE	AZ	85326
MORENO WILLIAM ENRIQUE/GUTIERREZ DE MORENO FLORA A	23554 W WAYLAND DR	BUCKEYE	AZ	85326
REYNOSO JOSE GALLARDO/MEZA ANGELICA	5621 S 235TH DR	BUCKEYE	AZ	85326

JONES COREY/JOHNSON SHATOYA	5637 S 235TH DR	BUCKEYE	AZ	85326
JONES CARROLL WAYNE JR	5653 S 235TH DR	BUCKEYE	AZ	85326
ZAVALA CHARLENE HELEN/ALICIA	5669 S 235TH DR	BUCKEYE	AZ	85326
MARTINEZ JOSEPH T/ANA L	23543 W WAYLAND DR	BUCKEYE	AZ	85326
FULTON VANESSA L/ROBERT B	23551 W WAYLAND DR	BUCKEYE	AZ	85326
YEE SYDNEY/ALEX	23559 W WAYLAND DR	BUCKEYE	AZ	85326
BRACAMONTES DAVID/MARIA	23560 W HIDALGO AVE	BUCKEYE	AZ	85326
MACK TANYA Y	23552 W HIDALGO AVE	BUCKEYE	AZ	85326
RUSSELL ESTHER	23544 W HIDALGO AVE	BUCKEYE	AZ	85326
CITY OF BUCKEYE - KEN GALICA	530 E MONROE AVE	BUCKEYE	AZ	85326
JACKSON DARRIN	5769 S 235TH DR	BUCKEYE	AZ	85326
GARCIA MARCO ANTONIO	5785 S 235TH DR	BUCKEYE	AZ	85326
SALEEM RUBY/MALIK	5803 S 235TH DR	BUCKEYE	AZ	85326
MOLINA NELIDA G MARTINEZ	2885 S 256TH DR	BUCKEYE	AZ	85326
5829 S 235TH DR LLC	19435 W MELVIN ST	BUCKEYE	AZ	85326
AHMAD AROONA M	23545 W HUNTINGTON DR	BUCKEYE	AZ	85326
LOBERIANO ESTRELLA	1348 SPANISH NEEDLE CT	ORANGE PARK	FL	32073
MUGENZI YANNICK	23561 W HUNTINGTON DR	BUCKEYE	AZ	85326
SIERRA MIGUEL ENRI CASTILLO	23567 W HUNTINGTON DR	BUCKEYE	AZ	85326
JONES KATHERINE WRIGHT/CRITTENDEN ERIC Q/SHUNDRA C	23568 W HUNTINGTON DR	BUCKEYE	AZ	85326
SRMZ 3 LLC	23548 W HUNTINGTON DR	BUCKEYE	AZ	85326
TAH 2018-1 BORROWER LLC	1508 BROOKHOLLOW DR	SANTA ANA	CA	92705
HAMMOND KENNETH/ROCKNEY CHRISTINE	23557 W HIDALGO AVE	BUCKEYE	AZ	85326
PINCKNEY RONNETTE	23549 W HIDALGO AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
BRIESE DEREK A/KOURTNEI C	5639 S 231ST AVE	BUCKEYE	AZ	85326
MORGAN JASON/PATRICIA	5709 S 231ST AVE	BUCKEYE	AZ	85326
SOUTHERN COMFORT ESTATES LLC	2029 S 225TH LN	BUCKEYE	AZ	85326
WAL-MART STORES EAST LP	1301 SE 10TH ST	BENTONVILLE	AR	72716
DRM FARMS LLC	PO BOX 356	BUCKEYE	AZ	85326

NEC Southern & Watson - 500’ Buffer Map

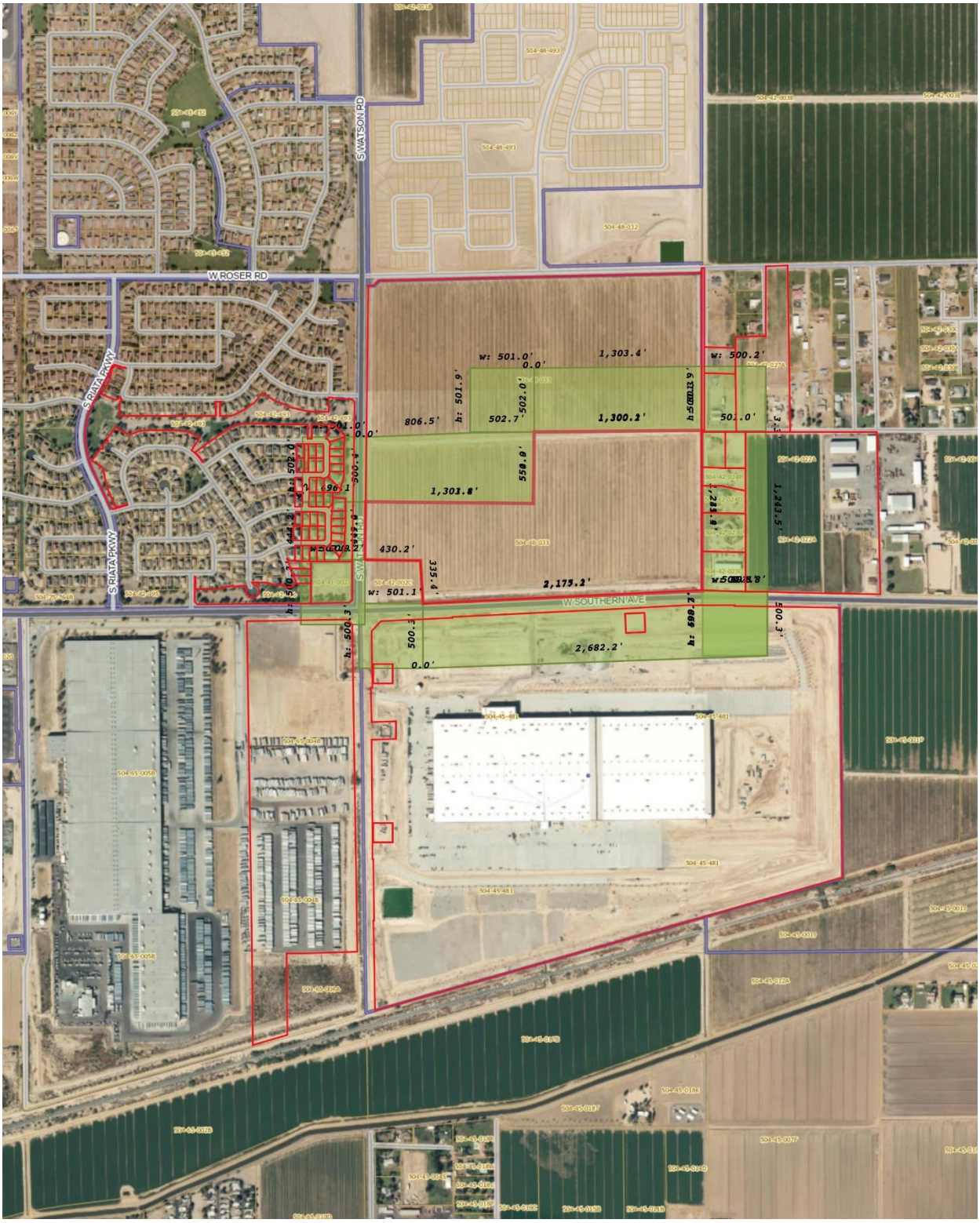


Exhibit H

From: Jennifer Heeter
To: Ken Galica
Subject: rezoning meeting scheduled for 10/8/2024
Date: Friday, September 27, 2024 3:41:51 PM

> You don't often get email from ladyjennifer11@gmail.com. Learn why this is important

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

Good afternoon,

I am writing to you regarding the rezoning meeting for the northeast corner of Watson and Southern Ave. I will not be able to attend this meeting as I will be working that day.

I have concerns as a resident who lives in the Riata West Subdivision. I have noticed a significant increase in traffic on Southern Ave recently. It's impacting the resident's ability to turn left out of the subdivision at times. I can only imagine that creating more industrial buildings in this area will increase traffic further. I was also disappointed in the light pollution that was created by adding the Ross Industrial building on the southeast corner of Southern and Watson. Adding additional light industrial buildings will further impact light pollution.

I understand the need for growth in industry required for the 'largest growing city in Arizona', however, I feel that this growth should be outside of residential areas such as the 303 industrial park. I have lived here for nearly 10 years and thought of moving a few times due to some of the changes near my home. You should take into consideration the nearby residents' thoughts on large projects such as this before they come to fruition.

Thank you for your time and consideration,

Dr. Jennifer Heeter, DNP, APRN, FNP-C, WCC
Riata West Resident
(330) 631-8627

City of Buckeye Planning Commission
530 Monroe Avenue
Buckeye, AZ 85326

RE. Case No. :PLZZ-24-0002

Dear Members of the Planning Commission,
My name is Wayne Kirkpatrick and I am in full support of the proposed rezoning at the Northeast corner of Southern Avenue & Watson Road. I own approximately 5 acres directly adjacent to the proposed site on the east side of 231st Ave. The southern portion of my property is my business and the other half of my property is my dream home which took my wife and I over 4 years to design and build this home.

In the same way that my workshop is the perfect buffer between Southern Avenue and my home, I believe the proposed commercial and light industrial will act as the perfect buffer between Southern Avenue and the Lennar homes that are currently under construction.

I appreciate the buffer between our home on the east side of 231st Avenue and where the buildings will actually start.

Please join me in supporting the requested changes in this proposed rezoning.

Respectfully,

Wayne Kirkpatrick
5823 S. 231st Ave.
Buckeye, AZ 85326

From: autumn stanton
To: Ken Galica
Cc: Tony Youngker
Subject: Lennar Meeting Tonight
Date: Tuesday, October 8, 2024 2:00:55 PM

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

Ken, I wanted to reach out regarding the meeting tonight as I am not able to attend due to a surgery I am recouping from. Will you be making a decision tonight or will residents have a chance to speak again on Nov 4th?

I wanted to ask that the City along with the City Council really think about this one. There is already the Walmart, Ross and another warehouse (currently sitting empty) on Southern. Allowing for light industrial is another warehouse as that is what Lennar's intentions are as well (I was at the open house). For residents that drive to this area daily along with residents that use this area as a cut through it is already congested. There are so many truckers that adding another warehouse and truckers to this area is just going to back things up even more. The Ross warehouse and empty warehouse haven't even really opened for business so when you already add all that traffic to it, it makes sense to say no. Light industrial/warehouses need to stick to the outskirts of the City where transportation and routes are available. Even with widening Watson and Southern there still is not enough space for big trucks. There are already so many accidents on the corner of Watson and Southern and now Southern and Apache that the City really needs to implement something better. At what point does the City start to be picky about what rezoning makes sense and what they allow to be built considering the area at which it is built. This area makes no sense to be rezoned as there is residential all around and that is what homeowners consider when purchasing and finding hopefully their starter or forever home in some cases. They do their due diligence, look at what is zoned around and then make their decision according to what they find out for results. Residents look to these areas as a safe haven, their place to relax, unwind and get away from the Hussle and bustle of life. Bringing in businesses and warehouses does that exact opposite. It makes it to where there is no peace, rather just 24-7 congestion. Not to mention what it does for home values and safety. What is it going to take for the City to start hearing their residents. I have many social media reactions and posts I could share that residents are fed up with the infrastructure choices being made (below is a couple however there are more on FB sites that deal with all Buckeye residents). They all have the attitude of why we should even bother going to these meetings because the same couple of people at the city make the decisions not caring what residents show up how anyone feels or when they need to put their foot down. I can share these posts with you. I would say 99% of the residents are not for businesses and warehouses in the residential communities and want the City to start prioritizing us. It is a big deal. Once the area is rezoned and building is up that is it. You can't choose to decide oh we made a mistake. Watson, Southern, Apache, and the surrounding streets are not big enough to sustain a heavily trafficked area. It is in the middle of residential. Businesses, buildings, warehouses and shops should be put in areas that are easily accessible (this area is not). The opening of Watson to the 85 got pushed back so that isn't even a viable help in the near future as well to help ease traffic concerns. Once the new Lennar homes come in totaling close to 1,000 new residents, the Ross warehouse gets in full working condition along with the empty warehouse gets utilized this is going to make Watson, Southern and surrounding streets a nightmare. I truly hope that the City and the lawyers start to consider resident feedback (we live in the areas, drive the streets and are the ones that make Buckeye what it is and listen.

Consider our voice and find alternative solutions. This is not one of them. I am sure this will fall on death ears but hope that it is considered.

https://nextdoor.com/p/JBY26GbXk33C?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420792021

https://nextdoor.com/p/dh9345nBSxPL?utm_source=share&extras=OTA1NzcxMDE%3D&utm_campaign=1728420899274

AUTUMN STANTON
EMAIL: ASTANTON21@HOTMAIL.COM
CELL: (623) 293-7673
EFAX: (866) 207-7940

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 26-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 52.4 ACRES LOCATED APPROXIMATELY 450 FEET EAST OF THE NORTHEAST CORNER OF WATSON ROAD AND SOUTHERN AVENUE FROM PLANNED RESIDENTIAL (PR) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by changing the zoning of approximately 52.4 acres of real property located approximately 450 feet east of the northeast corner of Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD); and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on October 8, 2024, and recommended approval of this zoning change subject to conditions; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 52.4 acres of real property, as legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by reference, (the "Property") from Planned Residential (PR) to Planned Area Development (PAD).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of the Ventana Ranch South Planned Area Development Narrative, a copy of which is on file in the office of the City Clerk, as provided in **Exhibit C** attached hereto; the Ventana Ranch South Planned Area Development Standards and Guidelines Report, a copy of

which is on file in the office of the City Clerk, as provided in **Exhibit D** attached hereto; and in accordance with conditions (a) through (r), as set forth in **Exhibit E** attached hereto.

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 26-24

[Legal Description]

See the following page.

VENTANA RANCH REZONING – LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A FOUND TOWN OF BUCKEYE BRASS CAP FLUSH BEING THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE NORTH 87°44’05” EAST 486.93 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST QUARTER, NORTH 2°15’55” WEST 40.00 FEET, TO THE **POINT OF BEGINNING.**

THENCE NORTH 2°15’55” WEST, 332.00 FEET;

THENCE NORTH 89°00’30” WEST, 390.00 FEET;

THENCE NORTH 0°59’30” EAST, 249.99 FEET;

THENCE NORTH 45°59’30” EAST, 56.57 FEET;

THENCE SOUTH 89°00’30” EAST, 1055.22 FEET;

THENCE NORTH 0°59’30” EAST, 90.00 FEET;

THENCE SOUTH 89°00’30” EAST, 144.88 FEET;

THENCE NORTH 0°59’30” EAST, 613.07 FEET;

THENCE SOUTH 89°00’30” EAST, 1325.00 FEET;

THENCE SOUTH 0°14’24” WEST, 1201.03 FEET;

THENCE SOUTH 87°44’05” WEST, 2175.51 FEET TO THE **POINT OF BEGINNING**.

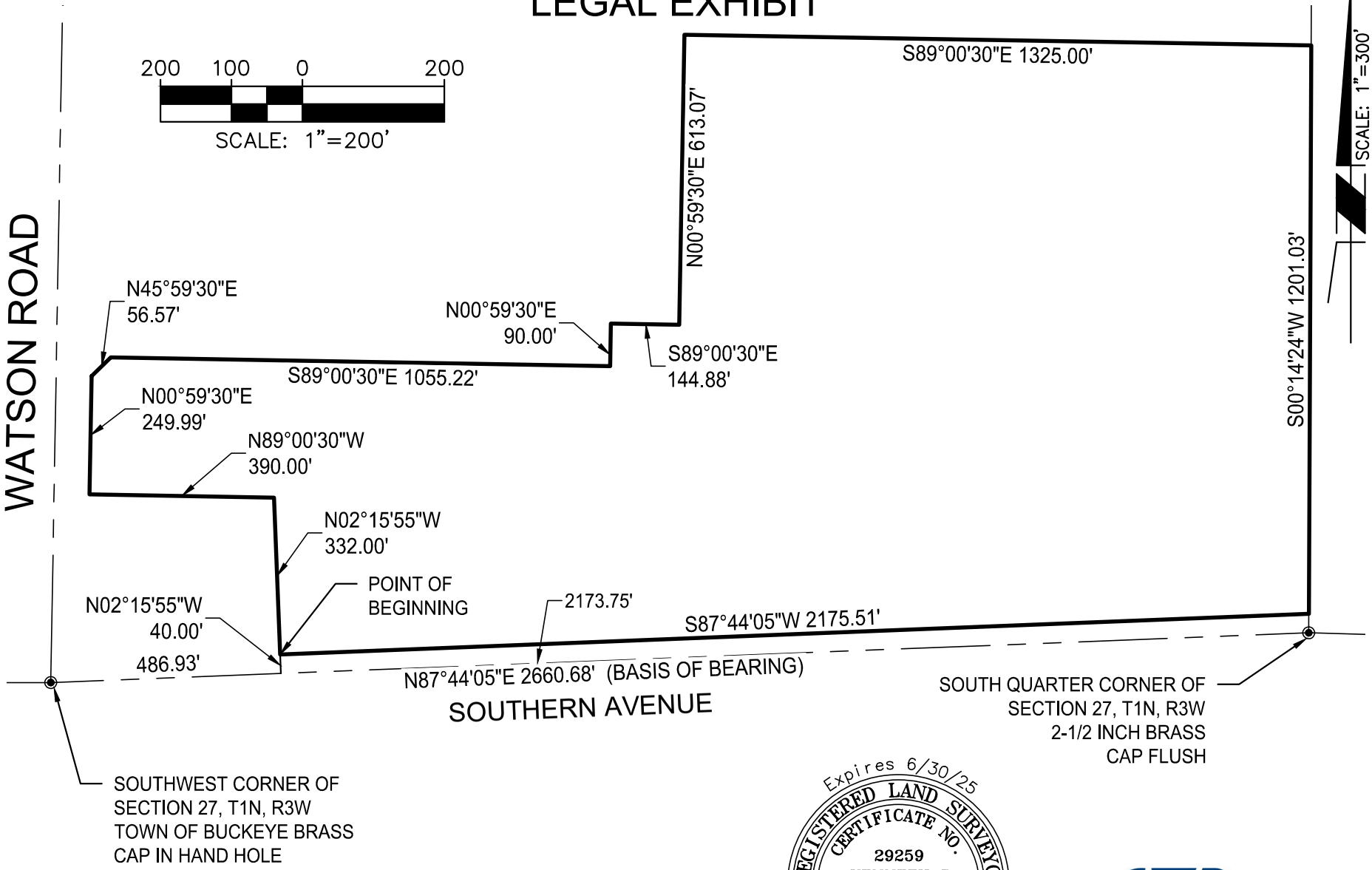
CONTAINING 2,282,680.32 SQUARE FEET OR 52.403 ACRES, MORE OR LESS.

EXHIBIT B
TO
ORDINANCE NO. 26-24

[Depiction]

See the following page.

VENTANA RANCH REZONING
LEGAL EXHIBIT



Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
Date Signed 4/24/24
ARIZONA, U.S.A.

Kenneth P. Converse

T2 utility engineers

U:\236200488\Survey\Exhibits\1477-Ph2CommercialIndustrialLegalExhibit-2024 04 23.dwg Pearce, Derek 4/24/2024 10:27:02 AM

EXHIBIT C
TO
ORDINANCE NO. 26-24

[Ventana Ranch South Planned Area Development Narrative]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT D
TO
ORDINANCE NO. 26-24

[Ventana Ranch South Planned Area Development Standards and Guidelines Report]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT E
TO
ORDINANCE NO. 26-24

[Conditions of Approval]

Planning Division Conditions – Standard/General

a) Development of the property shall be in conformance with the "Ventana Ranch South Planned Area Development Narrative" consisting of 33 pages date stamped July 11, 2024, except as modified by the following conditions.
b) Development of the property shall be in conformance to the "Ventana Ranch South Planned Area Development Standards and Guidelines Report" consisting of 23 pages, date stamped September 16, 2024, except as modified by the following conditions.
c) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Planning Division Conditions - Project Specific

d) The maximum building area within the PAD-B subarea shall not exceed 200,000 square feet.
e) Cross-dock warehouse/distribution buildings shall be prohibited within the PAD-B subarea. Loading and service shall be restricted to a maximum of one façade elevation within this area.

Engineering Conditions – Standard/General

f) All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications. Engineering comments regarding grading, drainage, streets, water and wastewater will be provided during subsequent project submittals.

Transportation/Traffic – Standard and Site Specific Conditions

a) Prior to approval of site plan, a Traffic Impact Analysis is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.
b) Prior to the issuance of the first permit for the property, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.
c) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

d) All regional traffic signals required by this project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval.
e) All medians required for controlling site access (such as right in-right out driveways) will be the responsibility of the developer and constructed with the half-street improvement along the property's frontage.
f) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
g) Half-street improvements including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development, including the installation of ITS conduit per the City standards. ITS conduits (2 7-way micro-ducts) must be installed along Watson Road per City standards, including any necessary splice boxes.

Fire Department Conditions – Standard/General

h) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
i) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.
j) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.
k) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

l) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.
m) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.
n) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.
o) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea

Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure

p) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

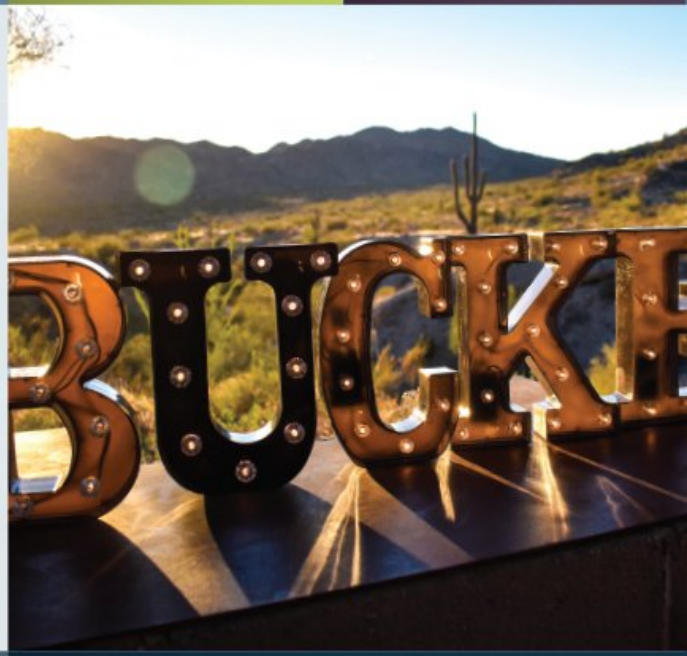
Water Conditions – Site Specific

q) Prior to final plat approval, property owner shall dedicate land for a future well site (well site #2) to the City of Buckeye, at no cost to the City. The land will be in substantially the location and dimensions depicted on Exhibit "J" of the "Ventana Ranch South Planned Area Development Narrative."

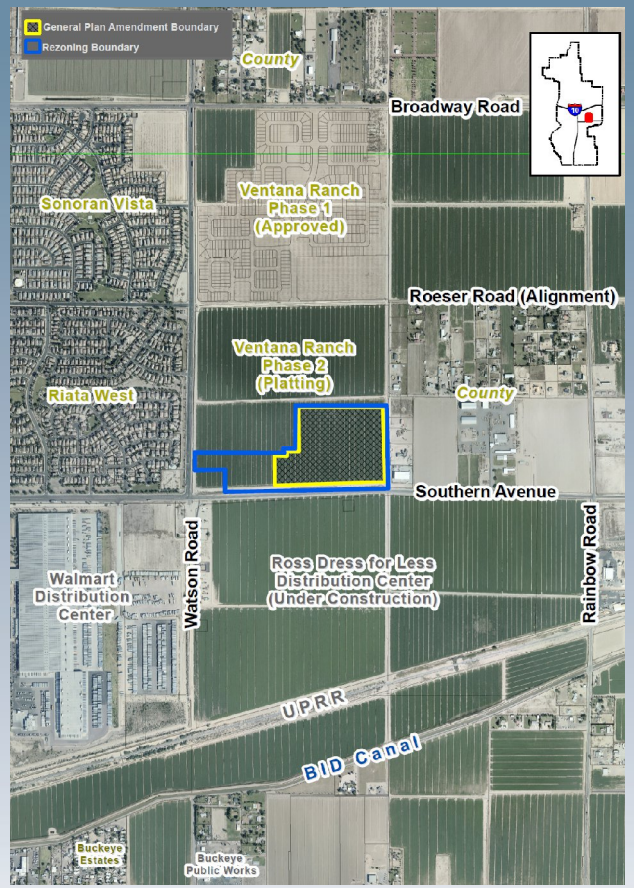
r) Currently, permitted capacity, as determined by the Arizona Department of Water Resources (ADWR), of the drinking water well being constructed by the development is 862 acre-feet a year (AFY). Prior to building permit issuance in the Ventana Ranch South Planned Area Development, property owner/developer and City shall work collaboratively to petition ADWR to increase the permitted pumping limit of the well.

Ventana Ranch 2
Minor General Plan Amendment and Rezoning

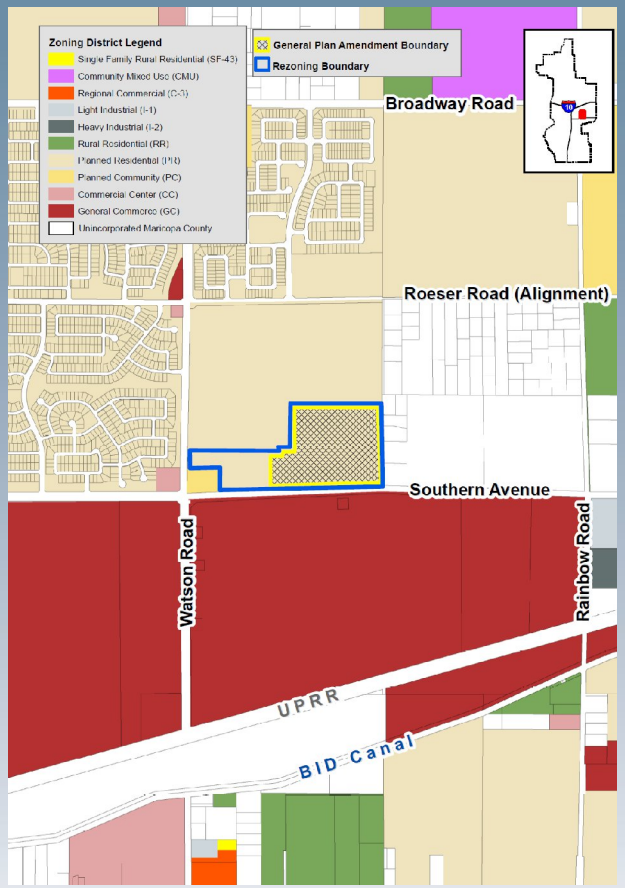
City Council Meeting
November 19, 2024 (Continued from November 5, 2024)
Cases PLZU-24-0001 and PLZZ-24-0002



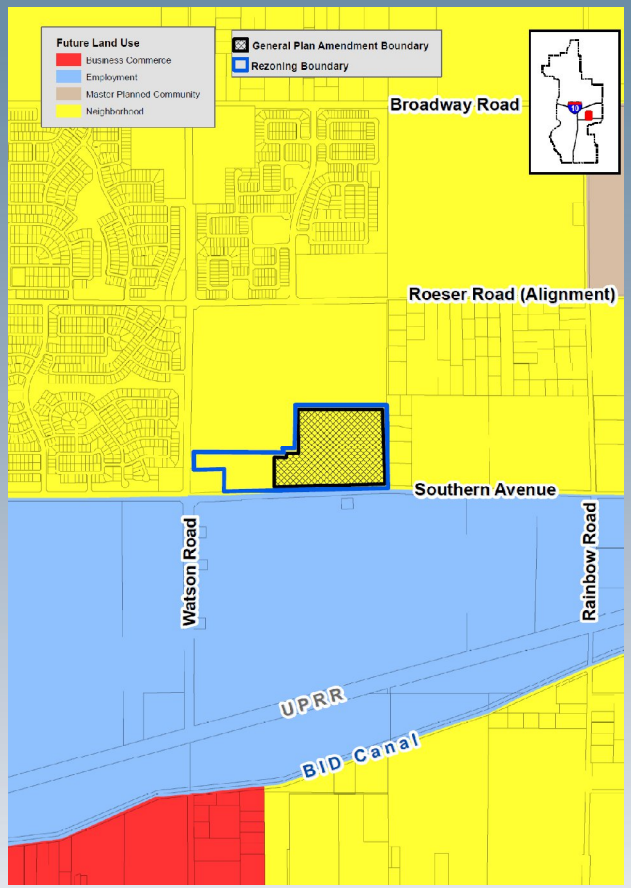
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



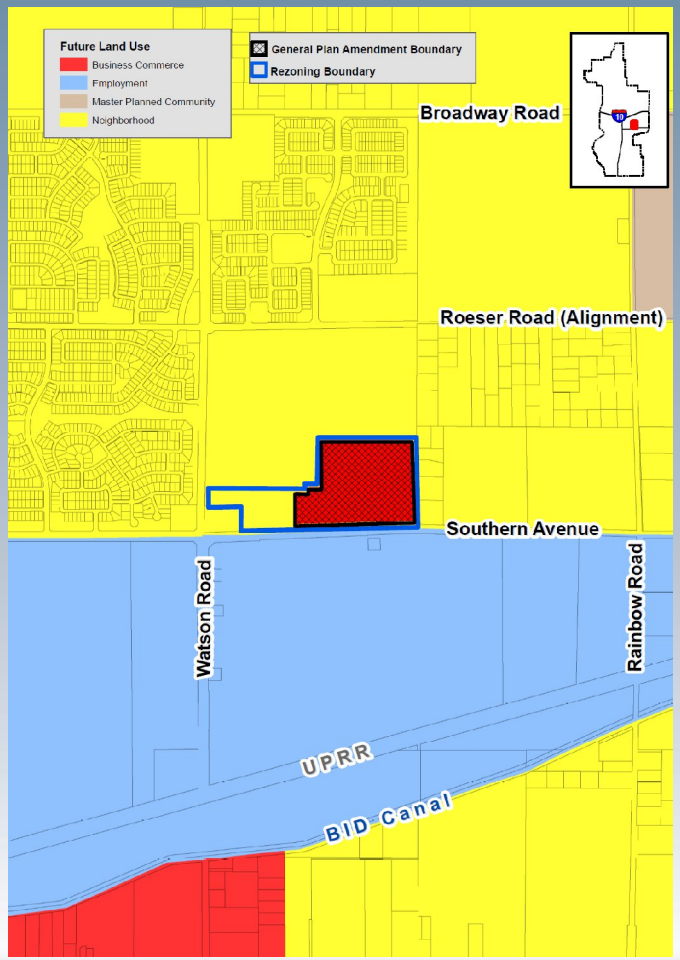
Existing General Plan LU Map

N

BUCKEYE, AZ

Request #1 – Minor General Plan Amendment

- Change land use designation of 43.87 acres from Neighborhood to Business Commerce
- Business Commerce land use: Accommodates development of community and regional serving commercial, office, and business park with an emphasis on walkability to surrounding neighborhoods
- How is Business Commerce different from Employment?

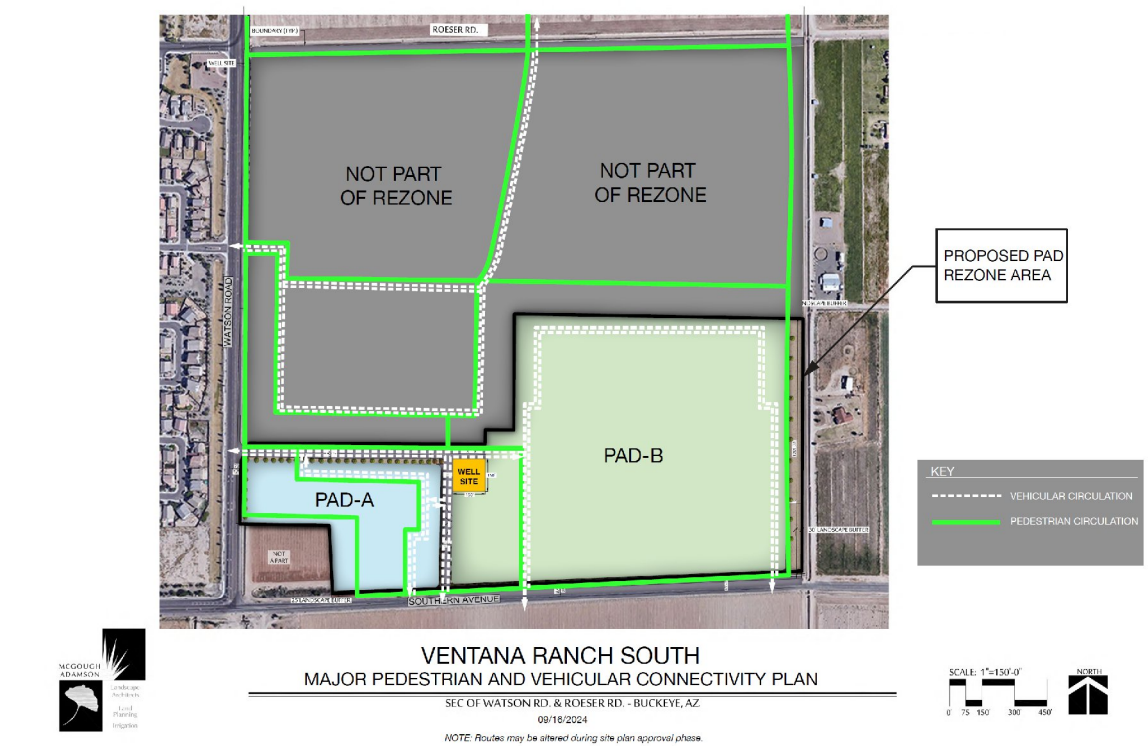


Request #2 – Rezone to Planned Area Development

- Rezone 52.40 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
  - PAD-A: Commercial
    - Uses based on C-1 and C-2 districts but more narrowly tailored
    - Development standards based on C-2, no modifications requested
  - PAD-B: Business Park
    - Uses based on BP and I-1 districts but more narrowly tailored; no heavy industrial uses permitted
    - Development standards based on BP with two exceptions

Request #2 – Rezone to Planned Area Development

- Requested PAD-B/BP standard modifications:
  - Maximum building height increase from 50 feet to 65 feet
  - Minimum building setback from residential increase from 50 feet to 75 feet
  - All other standards per code
- Staff has recommended conditions limiting maximum building area and prohibiting cross-dock facilities



Analysis

- PAD is consistent with the Neighborhood and (proposed) Business Commerce land use designations on the site; approval of GPA needed to consider approval of rezoning
- With staff recommended conditions, the GPA and rezone proposals will result an appropriate transition in intensity and scale between large industrial uses south of Southern Avenue and residential uses north of Southern Avenue
- Furthers land use compatibility and economic development related goals in the General Plan and responds to current market trends
- Heavy industrial uses not permitted; enclosed light industrial uses only, not visible from adjacent streets or properties

Analysis (Cont'd)

- Proposed development and design standards consistent with code; height increase is offset by corresponding requirement for greater setback from adjacent residential
- Adequate buffering/setback requirements proposed
- Future site plan review by Planning and Zoning Commission anticipated (required for projects 75,000 square feet or greater)
- Developer to complete adjacent half-street improvements to Watson Road and Southern Avenue
- Property served by City water and sewer; extent of developer improvements needed to be determined with site plan
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: August 14, 2024 at Coyote Branch Library
  - Approximately 10 attendees; mixed response to proposals
  - One email from nearby resident opposed to further industrialization of the Southern Avenue corridor due to traffic and light impacts on residents in the area
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic
- Applicant team also elected to provide door-to-door outreach to owners within mailing radius; not required by City
- Planning & Zoning Commission recommended approval of GPA and Rezoning (subject to staff recommended conditions) on October 8, 2024
  - One resident opposed and one resident in support of project spoke during public hearing

Recommendations

General Plan Amendment (PLZU-24-0001)

APPROVAL

Public Hearing Required

Rezone to PAD (PLZZ-24-0002)

APPROVAL SUBJECT TO CONDITIONS (a) THROUGH (r)

Public Hearing Required

Items must be considered in the order listed above; approval of GPA is required to consider approval of the Rezone

BUCKEYE, AZ

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.A. DS - PH Ordinance No. 28-24 - The Mix on Roosevelt Rezoning to Planned Area Development (PAD) - Application PLZZ-23-00018
DATE PREPARED: 11/14/24	**DISTRICT NO.:** No. 5
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 28-24 amending the Zoning Map of the City of Buckeye for approximately 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street from Planned Residential (PR) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:

Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer PLLC, on behalf of property owner Banner Health and developers Eisenberg Company and Alliance Residential, is requesting approval of a rezone of 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a horizontal mixed-use project consisting of separate but integrated retail and multi-family residential components.

The proposed PAD divides the property into two distinct subareas as follows:

- **Commercial Subarea:** The northernmost 12.74 acres of the property, located directly at the intersection of Verrado Way and Roosevelt Street, is designated for commercial development based on the permitted uses within the City's Community Commercial (C-2) zoning district, tailored to restrict or prohibit uses that do not contribute to a vibrant, walkable shopping environment. Per the conceptual site plan included within the PAD, the developer anticipates the commercial subarea will be anchored by a grocery store and include additional retail and service commerce uses such as dining establishments, specialty retail shops, and personal services (e.g., salons, fitness center, etc.).The commercial subarea will be accessible from both Verrado Way and Roosevelt Street; the primary entrance from Roosevelt Street may be designed as either a signalized intersection or roundabout, to be determined at the time of Site Plan review.

- **Residential Subarea:** The southernmost 17.36 acres of the site, located immediately north of Fillmore Street, is designated for high-density residential uses, based on the permitted uses of the Multi-Family Residential (MF-2) district. Per the conceptual site plan included within the PAD, it is anticipated that this subarea will be developed with a 394-unit apartment complex featuring a mix of two and three-story buildings, open spaces and amenities for residents, parking, and site landscaping. The primary entrance to the residential subarea will be from Fillmore Street. Secondary entrances for resident use are also provided, allowing access from Verrado Way and

Roosevelt Street.

The Planning and Zoning Commission recommended approval of this request on October 22, 2024. Additional information, including staff's analysis of the request, can be found in the attached staff report and exhibits.

BENEFITS:

- The PAD aligns with the Buckeye General Plan's goals for mixed-use development, contributing to a vibrant Buckeye Gateway Activity Center (aka The Landing) with both residential and commercial uses.
- The rezoning conforms to the Buckeye Development Code; proposed modifications to permitted uses and development/design standards will facilitate development of a high quality, walkable, mixed-use development consistent with the City's high expectations for The Landing.
- The PAD includes well-planned open space and connectivity features, such as a central park and pedestrian pathways, which promote community interaction and a cohesive urban environment.
- Architectural requirements and building design standards help create an attractive urban aesthetic along Verrado Way, enhancing the sense of place and encouraging walkability.

FINANCIAL IMPACT STATEMENT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

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

ATTACHMENTS:

PLZZ-23-00018 The Mix on Roosevelt PAD Rezone Council Staff Report 11-19-24.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - PAD Narrative.pdf
Exhibit E - Citizen Participation Report.pdf
PLZZ_23-00018 The Mix on Roosevelt Rezone Council PPT - 11-19-24.pptx
Ord. No. 28.24.w exhibits.pdf

REZONE

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-23-00018
TITLE:	The Mix on Roosevelt – Rezoning to Planned Area Development
MEETING DATE:	November 19, 2024

Applicant:	Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer PLLC
Owner(s):	Banner Health
Request:	Rezone from Planned Residential (PR) to Planned Area Development (PAD)
District:	No. 5
Location:	Southeast Corner of Verrado Way and Roosevelt Street (Exhibits A, B, and C)
Site size:	Approximately 31.82 acres
Density:	No maximum; 15.1 units per acre minimum (22.7 units per acre proposed)
Public input:	An advertised neighborhood meeting was held on December 18, 2023; excluding City staff, a Councilmember, and the applicant team, there were no attendees. All required notices of this public hearing have been completed. Staff has received no comments from the public on this request.
Recommendation:	Adoption of Ordinance No. 28-24, approving Case PLZZ-23-00018, subject to conditions (a) through (z)

PROJECT DESCRIPTION:

1. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer PLLC, on behalf of property owner Banner Health and developers Eisenberg Company and Alliance Residential, is requesting approval of a rezone of 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a horizontal mixed-use project consisting of separate but integrated retail and multi-family residential components (Exhibit D).
2. The proposed PAD divides the property into two distinct subareas as follows:
    a. Commercial Subarea: The northernmost 12.74 acres of the property, located directly at the intersection of Verrado Way and Roosevelt Street, is designated for commercial development based on the permitted uses within the City's Community Commercial (C-2) zoning district, tailored to restrict or prohibit uses that do not contribute to a vibrant, walkable shopping environment. Per the conceptual site plan included within the PAD, the developer anticipates the commercial subarea will be anchored by a grocery store and include additional retail and service commerce uses such as dining establishments, specialty retail shops, and personal services (e.g., salons, fitness center, etc.).The commercial subarea will be accessible from both Verrado Way and Roosevelt Street; the primary entrance from Roosevelt Street may be designed as either a signalized intersection or roundabout, to be determined at the time of Site Plan review.
    b. Residential Subarea: The southernmost 17.36 acres of the site, located immediately north of Fillmore Street, is designated for high-density residential uses, based on the permitted uses of the Multi-Family Residential (MF-2) district. Per the conceptual site plan included within the PAD, it is anticipated that this subarea will be developed with a 394-unit apartment complex featuring a mix of two and three-story buildings, open spaces and amenities for residents, parking, and site landscaping. The primary entrance to the residential subarea will be from Fillmore Street. Secondary entrances for resident use are also provided, allowing access from Verrado Way and Roosevelt Street.
3. Development and design standards for the Commercial Subarea are based on the Development Code standards for the Community Commercial (C-2) district, with the following modifications:
    a. Whereas the C-2 district requires 0' of building setback adjacent to streets, the PAD proposes an 8' setback to accommodate landscaping along each roadway.

Where buildings are not provided near the back of sidewalk, a wider landscape buffer (18 feet adjacent to Roosevelt Street, 20 feet adjacent to Verrado Way) will be provided to minimize views into parking areas.

b. Where the C-2 district requires a 10' building setback from non-streetside property lines, the PAD proposes a 0' setback from the site's east property line.

c. The C-2 district establishes a 50-foot building height maximum, with no minimum building height required. To achieve a more urban, vertical form desired in The Landing area, the PAD establishes an 80-foot height maximum and 30-foot height minimum for primary buildings, with a 20-foot height minimum for commercial pads within the shopping center.

d. The PAD establishes modified design standards, requiring glass storefronts interior to the site but reducing the percentage of street facing rear façades that must feature glazing. In place of windows, rear facades facing streets will instead be required to incorporate arcades, awnings, shaded sidewalks, and other similar features.

e. The concept site plan within the PAD provides for two drive-through restaurant uses, both adjacent to Roosevelt Street along the property's northern edge. Relative to the Development Code, the PAD establishes stricter design requirements for drive-throughs that will restrict payment/pickup windows from facing the adjacent street, requiring screening of drive-through lanes by low walls or berms, and requiring fully integrated architectural canopies over drive-through lanes.

f. All other standards are per Development Code.

4. Development and design standards for the Residential Subarea are based on the Development Code standards for the Multi-Family Residential 2 (MF-2) district, with the following modifications:

   a. Whereas the MF-2 district requires 0' of building setback adjacent to streets, the PAD proposes an 8' setback to accommodate landscaping along each roadway. Where buildings are not provided near the back of sidewalk, a wider landscape buffer (20 feet adjacent to Verrado Way, 15 feet adjacent to Fillmore Street) will be provided to minimize views into parking areas.

   b. Where the MF-2 district requires a 10' building setback from non-streetside property lines, the PAD proposes a 0' setback from the site's east property line. The conceptual site plan included within the PAD still provides for a standard

setback from east property line to buildings within the residential subarea, however.

c. The MF-2 district does not establish a maximum building height. The proposed PAD will limit maximum height of any building to 80 feet.
d. To produce the desired vertical edge along Verrado Way and Fillmore Street, the PAD proposes eliminating the requirement that three-story multi-family buildings adjacent to streets step back to two stories within 50 feet of those street adjacent property lines.
e. The PAD proposes increasing the landscape percentage of the residential subarea from 10 percent required by code to 20 percent.
f. Design standards providing for movement in wall plane in excess of standard code requirements are provided.
g. All other standards are per Development Code.

5. The proposed PAD includes design requirements to ensure a cohesive and visually appealing development. Key requirements include:

   a. Building Design: The buildings in both subareas will follow a contemporary architectural style, utilizing high-quality materials such as stone, brick, and stucco. Varied rooflines and facade articulation will be incorporated to create visual interest and avoid monotonous building exteriors. The PAD includes building elevations for both the commercial and residential subareas, demonstrating the quality of project proposed.

   b. Building Orientation: Rather than suburban designs with buildings setback from streets and parking highly visible from rights-of-way, buildings nearest Verrado Way in both the commercial and residential zones will be placed near the public sidewalk, creating a near continuous urban edge that activates the street and contributes to the vibrancy of The Landing. To that same end, walls enclosing the multi-family complex will not project in front of the building facades, allowing the buildings to have true interaction with the adjacent sidewalk, reminiscent of brownstones or walk-up apartments popular in urban areas.

   c. Landscaping: A consistent landscaping theme will be implemented throughout the PAD, featuring desert-adapted plantings, shaded pedestrian walkways, and focal points such as small plazas or courtyards to encourage community interaction and enhance the public realm.

   d. Pedestrian Connectivity: The PAD is designed to create a cohesive urban community with shaded pedestrian paths connecting the commercial and residential subareas in several locations.

6. The project will be served by City of Buckeye water and sewer. The developer will be responsible for any system improvements needed to serve the proposed development.

7. The developer will be responsible for constructing half-street improvements to Verrado Way, Roosevelt Street, and Fillmore Street adjacent to the property in accordance with City requirements.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved Desert	Buckeye Gateway Activity Center (e.g. The Landing)	Planned Residential (PR)
North	Buckeye Commons East Shopping Center	Buckeye Gateway Activity Center	Commercial Center (CC)
East	Summit Church, Unimproved Desert	Buckeye Gateway Activity Center	Commercial Center (CC)
South	Unimproved Desert	Buckeye Gateway Activity Center	Planned Residential (PR)
West	Roosevelt Commons Shopping Center (under construction), Palo Verde Energy Education Center	Buckeye Gateway Activity Center	Commercial Center (CC) and Business Park (BP)

PUBLIC PARTICIPATION SUMMARY:

9. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on December 18, 2023, at 6:00 P.M. at Summit Church, directly adjacent to the project site. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on December 1, 2023, over fifteen (15) days prior to the date of the meeting. A Citizen Participation Report detailing the full outreach completed for this project is attached as Exhibit E.

10. Excluding the applicant team, City staff, and a Buckeye City Councilmember, there were no attendees to the neighborhood meeting.

11. Staff has not received any written support or opposition pertaining to this project.

12. No public spoke during the Planning and Zoning Commission public hearing for this item on October 22, 2024. Planning and Zoning Commission recommended approval of the rezoning, subject to staff's recommended conditions.

13. All required notifications of this public hearing were completed at least fifteen (15) days in advance of the meeting date, as follows:

Notification Element	Date
Published in the Arizona Republic	October 2, 2024
Site Posted	October 1, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	October 3, 2024

BACKGROUND:

14. *March 1985:* The subject property was annexed as part of a larger annexation covering a total of 593 acres by City Council's adoption of Ordinance 2-85.

15. City zoning maps show the property as zoned Planned Residential (PR). The record of when the property may have been rezoned to PR has been lost, indicating the rezoning likely occurred prior to 2000 where City records are less complete.

16. *October 22, 2024:* The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezoning; no public spoke during the item's public hearing.

ANALYSIS:

Conformance with the General Plan:

17. The site features a General Plan land use designation of Activity Center. The proposed development site is prominently located near the northern gateway into the Buckeye Gateway Activity Center, now more commonly known as The Landing. Located south of I-10 near the City's eastern boundary, development within this activity center is expected to capitalize on existing area assets such as the West-MEC education center and a number of master planned communities, including Verrado to the north. It is anticipated that this activity center area will be an employment, educational, and entertainment hub serving the greater west valley region. Development in this activity center is also held to higher regard to architecture and site design, with importance

placed on creating a walkable environment that is more urban than the development occurring elsewhere within the City.

18. The proposed PAD will result in development that achieves the objectives for The Landing area. With The Landing poised to become an employment, educational, and entertainment center, a mixed-use development of this type will start to lay the groundwork, introducing residents vital to supporting the non-residential uses anticipated in the area. The multi-family component will also increase housing options for employees and students, reducing commute times and traffic congestion for residents who may have the ability to walk to nearby shopping, employment, and educational institutions.
19. Allowed land uses and design have been carefully considered to reflect the higher standard for development within The Landing, with an emphasis on walkability.
20. This rezoning furthers the following General Plan goals and policies:
    a. Policy G-4.1 The City of Buckeye will encourage a diverse mix of uses appropriate to support an area, such as in Activity Centers and Neighborhood areas to encourage residents to lead an active lifestyle.
    b. Goal G-8 Buckeye Activity Centers are regional destinations that are developed with a concentrated mix of uses promoting a vibrant, dynamic, synergistic energy, and appropriate transitions.
    c. Policy G-8.2 Residential uses within Activity Centers should only be permitted at densities of six dwelling units per acre (6 du/ac) or greater.
    d. Policy G-8.10 Activity Centers should be located adjacent to major transportation corridors and should consist of urban mixed-use developments.
    e. Policy G-17.1 The City of Buckeye should encourage a variety of housing types that meet the demands and needs of existing and future residents.

Zoning:

21. Using City zoning districts Community Commercial (C-2) and Multi-Family 2 (MF-2) as a starting point, the proposed uses have been narrowed to those that are most consistent with a walkable mixed-use development. Examples of where the PAD has limited uses beyond the C-2 baseline include:
    a. Auto-oriented uses that do not lend themselves to pedestrian-friendly, vibrant shopping centers, such as car washes, gas stations (except as an accessory to a grocery store use), and vehicle repair are not permitted.

b. Less desirable retail uses that may make a shopping center feel of lesser quality, such as pawn shops, are prohibited, while thrift stores are limited to 5,000 square feet with no outdoor donation areas allowed.

c. Low-intensity commercial uses such as mini-storage facilities, which tend to occupy significant land area while not contributing to the vibrancy of a plaza, are not allowed. (e.g. mini-storage) will not be permitted within the commercial subarea.

22. Development standards for this PAD have been based on the standards of the C-2 and MF-2 districts with some modifications summarized in the Project Description section of this report. Staff supports the proposed modifications for the following reasons:

    a. Along Verrado Way in particular, increasing minimum building setbacks adjacent to streets from 0 feet to 8 feet will allow for the provision of foundation landscaping to soften the appearance of structures while still achieving the primary objective of creating a near-continuous urban edge to the project.

    b. Reducing building setbacks from 10 feet to 0 feet along non-streetside property lines will maximize development of the site. As the site does not directly abut any single-family homes, staff supports urban-style development in line with the goals for The Landing.

    c. The C-2 district establishes a 50-foot building height maximum, with no minimum building height required. To achieve a more urban, vertical form desired in The Landing area, supports the PAD establishing an 80-foot height maximum and 30-foot height minimum for primary commercial buildings, a 20-foot height minimum for commercial pads within the shopping center, and provides for taller residential buildings along Verrado Way.

    d. Modifications to architectural design standards are supported, as the elevations contained within the PAD document provide for a very high level of design that will create the desired aesthetic in The Landing.

    e. The establishment of stricter design requirements for drive-throughs is supported to ensure that such auto-oriented uses do not detract from the pedestrian orientation of the site.

    f. The proposed increase in landscape percentage of the residential subarea from 10 percent to 20 percent will result in a more attractive development.

23. The proposed PAD complies with all other City development and design standards, including standards pertaining to parking, lighting, and signage.

Site Design and Architecture:

24. The PAD is designed to create an urban feel and aesthetic along Verrado Way, differentiating it from a more suburban form. This is achieved through the placement of commercial buildings along the street frontage, creating a consistent and active street edge. The integration of pedestrian-friendly elements such as connected sidewalks, shaded seating areas, and storefronts that front pedestrian areas encourages foot traffic and interaction. Building heights also contribute to a more urban form by providing a sense of enclosure along Verrado Way. The consistent use of high-quality materials, varied rooflines, and facade articulation further enhances the urban aesthetic, making the development feel integrated and dynamic rather than isolated and suburban. Landscaping and public plazas along the frontage add to the vibrancy, encouraging both residents and visitors to engage with the street-level environment.

25. The Mix on Roosevelt PAD places a strong emphasis on open space and connectivity to create a cohesive and walkable community. The development will feature a central park area within the residential subarea, providing open green space for both passive and active recreation. This park will include shaded seating areas, playgrounds, and open lawns for community events or gatherings. Smaller plazas and courtyards are integrated throughout both subareas to enhance social interaction and offer outdoor amenities for residents and visitors. Trail and sidewalk connectivity is a key component of the PAD, with pedestrian pathways linking residential and commercial areas. Sidewalks along Verrado Way and Roosevelt Street will be enhanced with landscaping and shade structures to encourage walking and ensure pedestrian comfort. Internal trails will connect the residential units to commercial amenities, recreational areas, and transit stops, fostering an active, pedestrian-friendly environment. This interconnected system of trails, sidewalks, and public spaces aligns with Buckeye's Development Code and General Plan goals of providing accessible, safe, and appealing public realms

26. The buildings in each subarea are designed to complement one another by following a consistent architectural theme that utilizes similar materials and colors, creating a unified appearance. The commercial buildings, though one story, are designed with elements that reflect the residential architectural style, such as similar facade articulation and rooflines. This approach ensures that both the residential and commercial areas feel like part of a cohesive community, rather than distinct and separate entities. Landscaping and public spaces also play a key role in visually linking the two subareas, with consistent plantings and design features throughout the development.

27. Vehicular access and circulation has been reviewed and conceptually approved by the City's Traffic Engineering Department. Vehicular access to the project site will be provided

via multiple points along Verrado Way and Roosevelt Street. The commercial subarea will include direct access points from Verrado Way to accommodate customers, while the residential subarea will have designated entrances to ensure safety and efficient access for residents. The primary vehicle entrance from Roosevelt may either be a roundabout or a signalized intersection, to be determined during the Site Plan process. Designated access points along Verrado Way and Roosevelt Street will manage traffic efficiently and provide safe entry and exit points for both residential and commercial users.

28. Approval by Planning and Zoning Commission of a Site Plan application consistent with this PAD will be required prior to development occurring on the property.

Infrastructure, Improvements, City Services, and Schools:

29. Per standard City policy, the developer will complete all half-street improvements to Verrado Way, Roosevelt Street, and Fillmore Street adjacent to the site.

30. The site is located will be within the City of Buckeye sewer and water service areas. The developer will be responsible for completing all water and sewer infrastructure improvements needed to serve the proposed development, the extent of which will be determined when a Site Plan(s) is submitted for the project.

31. The property will be served by City of Buckeye Police and Fire Departments. The nearest fire station is Fire Station #703 located in Verrado, approximately 1.3 miles from the subject property. The nearest police station is located in the City complex at Yuma Road and Dean Road, approximately 1.7 miles from the site.

32. The property is located within the Buckeye Union High School (BUHSD) and Liberty Elementary School (LESD) Districts. The Applicant sent notice of the development plans to each district. A donation agreement between the developer and BUHSD is currently in process as requested by the district. LESD has indicated they anticipate having adequate capacity at the time of The Mix opening and have not requested any developer contribution.

RECOMMENDATION:

33. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 28-24, approving application PLZZ-23-00018, a rezoning from Planned Residential to Planned Area Development for The Mix on Roosevelt, subject to Conditions (a) through (z), for the following reasons
    - The PAD aligns with the Buckeye General Plan's goals for mixed-use development, contributing to a vibrant Buckeye Gateway Activity Center (aka The Landing) with both residential and commercial uses.

- The rezoning conforms to the Buckeye Development Code; proposed modifications to permitted uses and development/design standards will facilitate development of a high quality, walkable, mixed-use development consistent with the City's high expectations for The Landing.
- The PAD includes well-planned open space and connectivity features, such as a central park and pedestrian pathways, which promote community interaction and a cohesive urban environment.
- Architectural requirements and building design standards help create an attractive urban aesthetic along Verrado Way, enhancing the sense of place and encouraging walkability.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

Planning Division Conditions – Standard/General

a) Development of the property shall be in general conformance with "The Mix on Roosevelt Rezoning Narrative and Planned Area Development Program" consisting of 34 pages date stamped October 3, 2024, except as modified by the following conditions.

b) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Civil Engineering Conditions – Project Specific

c) The City has reviewed the plan and rezone for concept only. The site is subject to modifications once City comments are provided at site plan submittal. Project shall comply with City of Buckeye Engineering Standards and requirements.

Civil Engineering Conditions – Standard/General

d) This project is subject to Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. This shall be established prior to the recorda?on of the first Final Plat, Minor Subdivision, MOD, or any other related land division. This will include a gross boundary legal and exhibit of the ownership parcels for the following APN's 502-35-003F.

e) All trash shall be collected through a City of Buckeye licensed trash hauler, including construc?on debris. Trash enclosures shall be in accordance with City of Buckeye Standards.

Civil Engineering Conditions – Streets – Standard

f) The Property Owner/Developer shall be responsible for the dedica?on and construc?on of all half-street right-of-way and improvements, at no cost to the City, for Roosevelt Street and Verrado Way based on City of Buckeye standards.

g) The Property Owner/Developer shall submit a Map of Dedica?on (MOD) or other appropriate subdivision type to the City of Buckeye dedica?ng right-of-way for func?onally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construc?on of needed City infrastructure to adjacent sites.

Civil Engineering Conditions – Water/Wastewater – Standard

h) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the exis?ng property requires a Cer?ficate of Assured Water Supply based upon Arizona State Law Subdivision requirements. Prior to Final Plat approval, the Property Owner/Developer shall produce a Cer?ficate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said Plat, if the Cer?ficate is required as determined by Property Owner/Developer due diligence. The cer?ficate must be consistent with all Arizona Department of Water Resources ADWR rules and regula?ons. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Cer?ficate or Cer?ficates of Assured Water Supply for the subdivision, a Cer?ficate or Cer?ficates of Assured Water Supply will not be required by the City. The City may instead require as a condi?on to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstra?ng that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determina?on issued by the ADWR along with suppor?ng documenta?on or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with suppor?ng documenta?on, issued by the ADWR for the subdivision.

Transportation/Traffic – Standard and Site Specific Conditions

i) Prior to approval of the site plan, a Traffic Impact Analysis (TIA) is required to be submi?ed and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construc?on drawings.

j) Traffic Signal Contribu?on:

   a. Prior to the issuance of the first permit for the Commercial por?on of the project property within a site plan, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future/exis?ng traffic signals to be installed within this sec?on of land. The pro rata share is based on a ra?o of the project acreage to the developable acreage within the sec?on. The sec?onal contribu?on is to be based on the following alloca?on of costs: (i) 25 percent

share of four (4) possible signals at arterial street intersec?ons; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersec?ons or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an an?cipated signal cost as determined by the City. A Form can be requested at the ?me of site plan to get an es?mate of this fee. If the property (APN 502-35-003F) does not divide into parcels for different land uses, the en?re parcel will be responsible for the full signal fee prior to the issuance of first permit.

b. Prior to the issuance of the first permit for the Residen?al por?on of the project property within a site plan, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future/exis?ng traffic signals to be installed within this sec?on of land. The pro rata share is based on a ra?o of the project acreage to the developable acreage within the sec?on. The sec?onal contribu?on is to be based on the following alloca?on of costs: (i) 25 percent share of four (4) possible signals at arterial street intersec?ons; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersec?ons or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an an?cipated signal cost as determined by the City. A Form can be requested at the ?me of site plan to get an es?mate of this fee. If the property (APN 502-35-003F) does not divide into parcels for different land uses, the en?re parcel will be responsible for the full signal fee prior to the issuance of first permit.

k) All non-regional traffic signals that are required by the Commercial por?on of the project shall be funded and constructed by this project prior to C of O, and all non-regional traffic signals that are required by the Residen?al por?on of the project shall be funded and constructed by this project prior to C of O. If the property (APN 502-35-003F) does not divide into parcels for different uses, the en?re parcel will be responsible for the non-regional traffic signals required for the en?re parcel prior to C of O.

l) All regional traffic signals required by the Commercial por?on of the project shall be constructed by this project prior to C of O, and all regional traffic signals required by the Residen?al por?on of the project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval. If the property (APN 502-35-003F) does not divide into parcels for different uses, the en?re parcel will be responsible for all regional traffic signals required for the en?re parcel prior to C of O.

m) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such ac?on as it deems necessary to address such a threat un?l such ?me as the Property Owner/Developer eliminates the safety concerns to the City's sa?sfac?on. 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 exis?ng site plan approvals and shall be approved by the City.

n) Half-street improvements/modifica?ons including Rights-of-Way dedica?on shall be required along the en?re parcel frontage as part of this development to Roosevelt Street and Verrado Way.

o) Driveway spacing and storage requirements shall be per Table 1 of the COB Engineering Design Standards (EDS) Sec?on 6-3, or as otherwise approved by the City Engineer.

p) Addi?onal Rights-of-Way shall be dedicated for right turn lanes along Verrado Way and Roosevelt Street. Right turn lane storage lengths shall be per the recommenda?ons within the Approved TIA, or as otherwise approved by the City Engineer.

q) All major intersec?ons will require right turn slip lanes and dual le? turn lanes per City Detail 63300, or as otherwise approved by the City Engineer.

Fire Department Conditions – Standard/General

r) The Buckeye Fire Chief and City Engineer shall determine the number, loca?on, and types of all fire hydrants.

s) Prior to delivery of any combus?ble materials to the site, a fire protec?on system approved by the Buckeye Fire Marshal shall be completely opera?onal.

t) All buildings shall be equipped with a fire protec?on system as required by City of Buckeye Ordinance 03-22.

u) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

v) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registra?on. The City Public Works Department shall review all irriga?on plans for material selec?on only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irriga?on that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.

w) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communi?es, or special landscaping designs approved by the city's development services department are exempt from the restric?ons of this s?pula?on.

x) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

y) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Sec?on 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea Europea). Addi?onally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not

be planted within the rights of way (and are suggested not being planted within the property) due to their destruc?ve and invasive root structure

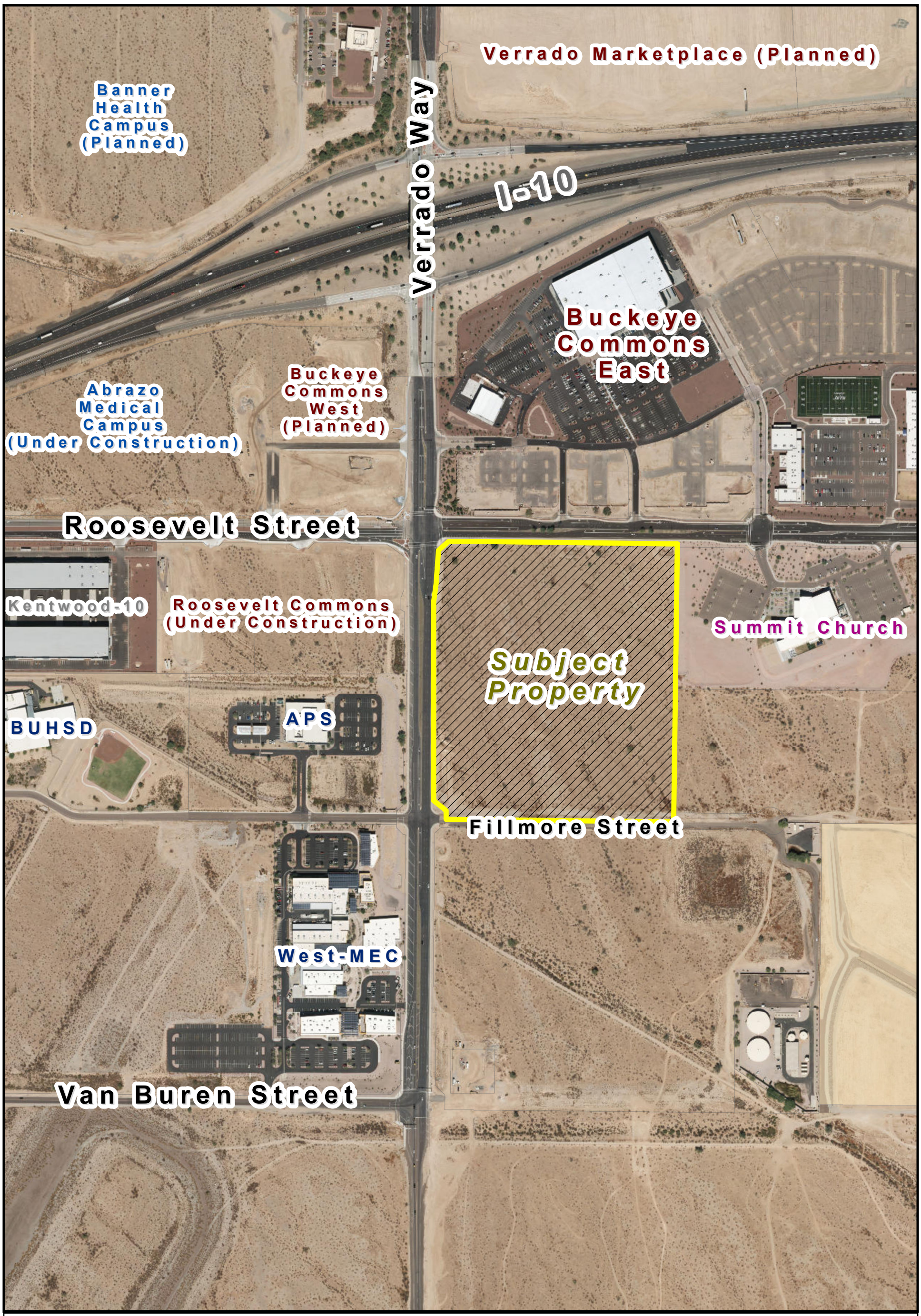
z) Storm Drainage: The City of Buckeye is permi?ed as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C –General Plan Land Use Map
Exhibit D – PAD Rezoning Narrative
Exhibit E – Citizen Participation Report

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Director of Planning



VICINITY MAP

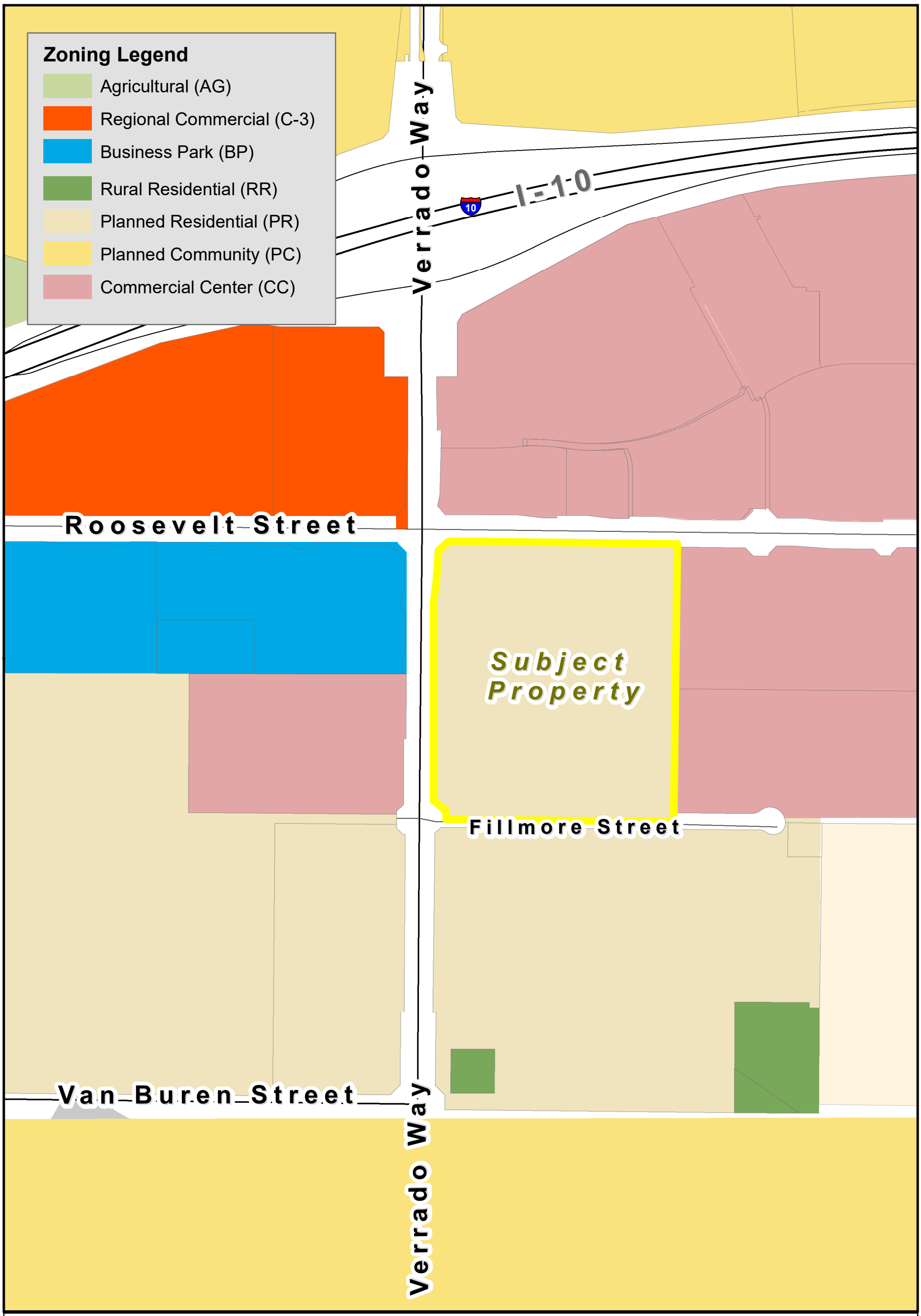
PLZZ-23-00018

The Mix on Roosevelt - Rezoning to PAD

Council District #5

BUCKEYE, AZ

N W E S



ZONING MAP

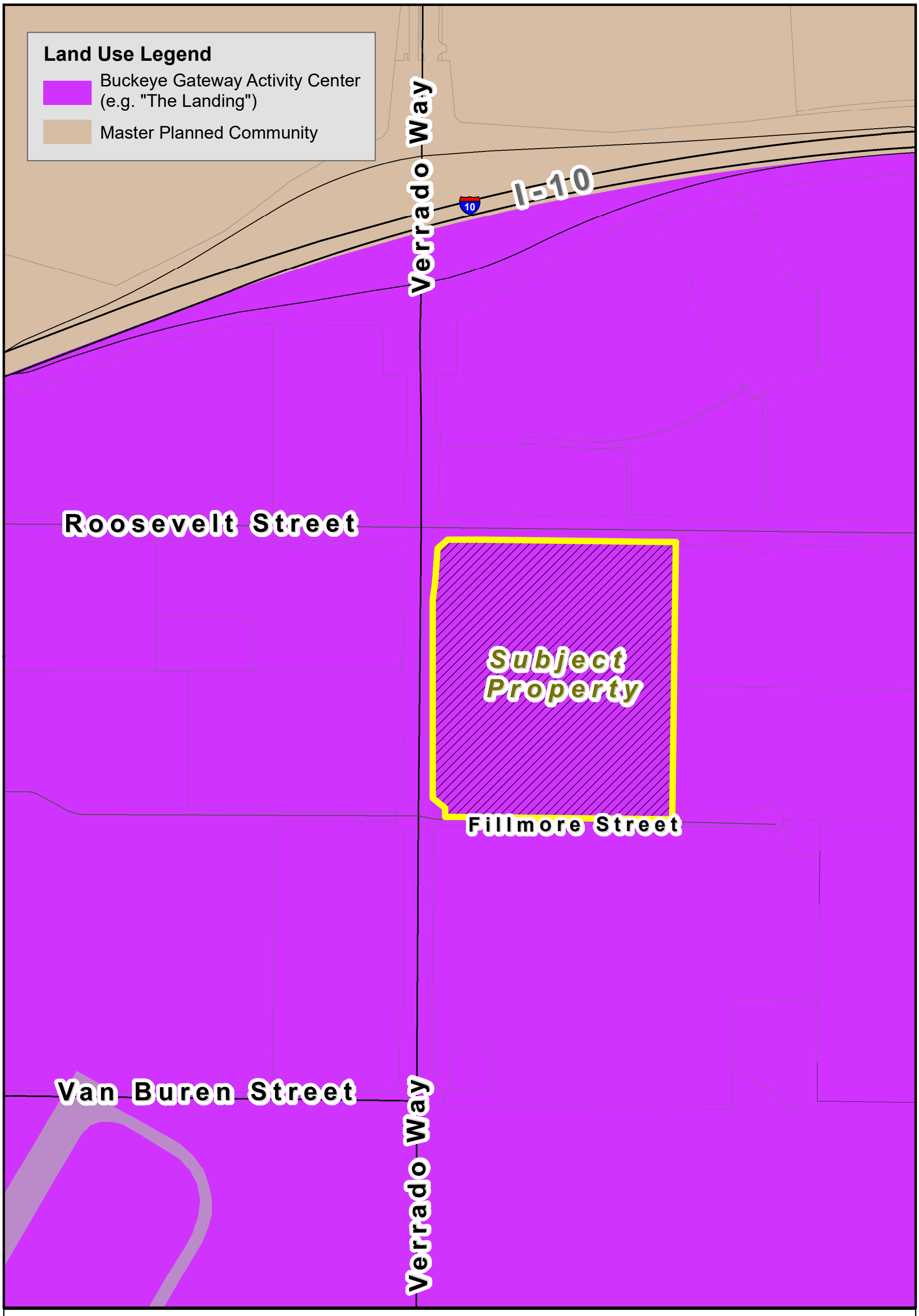
PLZZ-23-00018

The Mix on Roosevelt - Rezoning to PAD

Council District #5

BUCKEYE, AZ

N W E S



GENERAL PLAN LAND USE

BUCKEYE, AZ

PLZZ-23-00018

The Mix on Roosevelt - Rezoning to PAD

Council District #5

N W E S

Exhibit D

5R PLZZ-23-00018 RECEIVED OCT 03 2024 AL

The Mix on Roosevelt

Southeast Corner of Verrado Way and Roosevelt Street

Rezoning Narrative and Planned Area Development (PAD) Development Program

Submitted to:
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326

Case Number:
PLZZ-23-00018

1st Submittal Date:
November 1, 2023

2nd Submittal Date:
June 4, 2024

3rd Submittal Date:
July 31, 2024

4th Submittal Date:
October 3, 2024

Development Team

Developer / Owner

Eisenberg Company

Residential Developer

Alliance Residential

Commercial Architect

Butler Design Group, Inc

Residential Architect

triARC Architecture & Design

Civil Engineer

Hilgart Wilson

Commercial Landscape Architect

Laskin and Associates, Inc.

Residential Landscape Architect

Anderson Design

Land Use Council

Bergin, Frakes, Smalley & Oberholtzer

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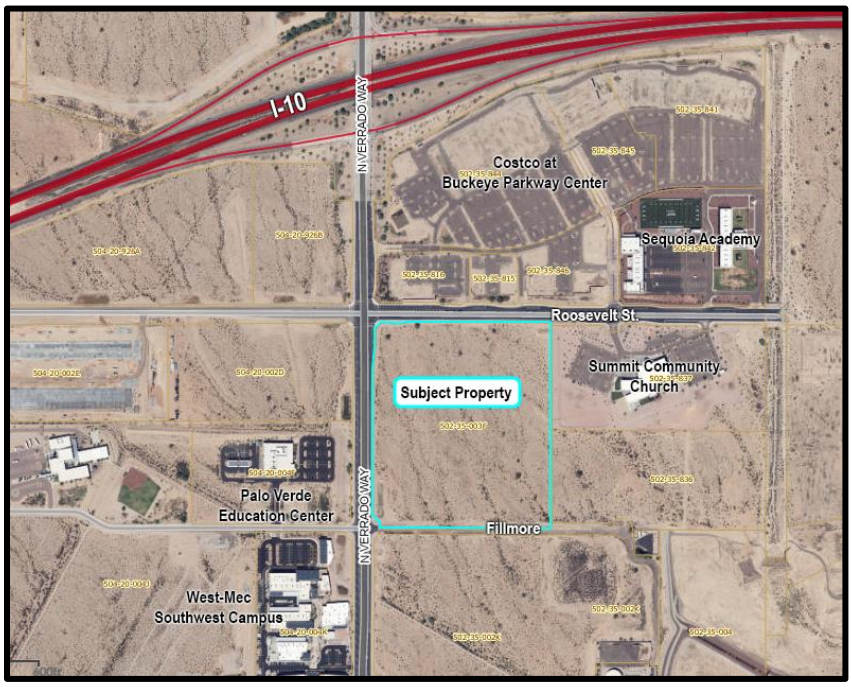
The Mix on Roosevelt

Rezone Narrative

Introduction

Eisenberg Company ("Eisenberg" or the "Applicant") is submitting a rezoning application for a mixed-use development which includes a combination of commercial and high-density residential uses to be known as "the Mix on Roosevelt" (the "Project") on approximately 31 acres of currently vacant land located at the southeast corner of Roosevelt Street and Verrado Way in Buckeye, Arizona. The Project will be located on Maricopa County Assessor's Parcel 502-35-003F (the "Property") and is described in **Exhibit A: Legal Description**. Eisenberg Company is a Phoenix-based commercial real estate firm that offers brokerage, leasing, development, and property management services, with over 70 years of experience and a focus on retail projects in emerging markets. Eisenberg will be partnering with Alliance Residential to develop a grocer anchored, horizontally mixed-use development. Due to the unique mixed-use vision of the site, the applicant is proposing a zone change from Planned Residential (PR) to Planned Area Development (PAD) to allow for a mix of residential and commercial uses, while creating a unique set of development standards to allow for the success of the project and support the City's vision for the Buckeye Gateway Activity Center.

Figure 1: Vicinity Map



Status of Property & Surrounding Uses

The Project is located approximately 1,100 feet from Interstate 10 ("I-10"), with a significant arterial frontage on Verrado Way making it a highly visible site and ideal for commercial development. There is currently significant and complimentary commercial growth adjacent to the site north of Roosevelt Street within the Buckeye Parkway Center. A Costco is located along the I-10 at the rear of the commercial center, and site plans have been filed with the city for various retail uses along the Roosevelt

Street frontage. Further east of the site on Roosevelt is the Sierra Pathfinder Academy. Just to the east of the Property is the Summit Community Church. The church also owns the vacant property to the south of their developed site, which borders the Property on the east. The property to the south of the site across the Fillmore Street alignment is vacant, as is the property to the northwest. Additional vacant land is located west of Verrado Way across the street from the Property. The Palo Verde Educational Center is located across Verrado Way on the west of the Property, and Western Maricopa Education Center's Buckeye campus ("West-MEC") is located just to the south of that. Further west of these is another educational use; the BUHSD Learning Center. The table below depicts the general plan land use designation, zoning and current uses associated with properties adjacent to the site.

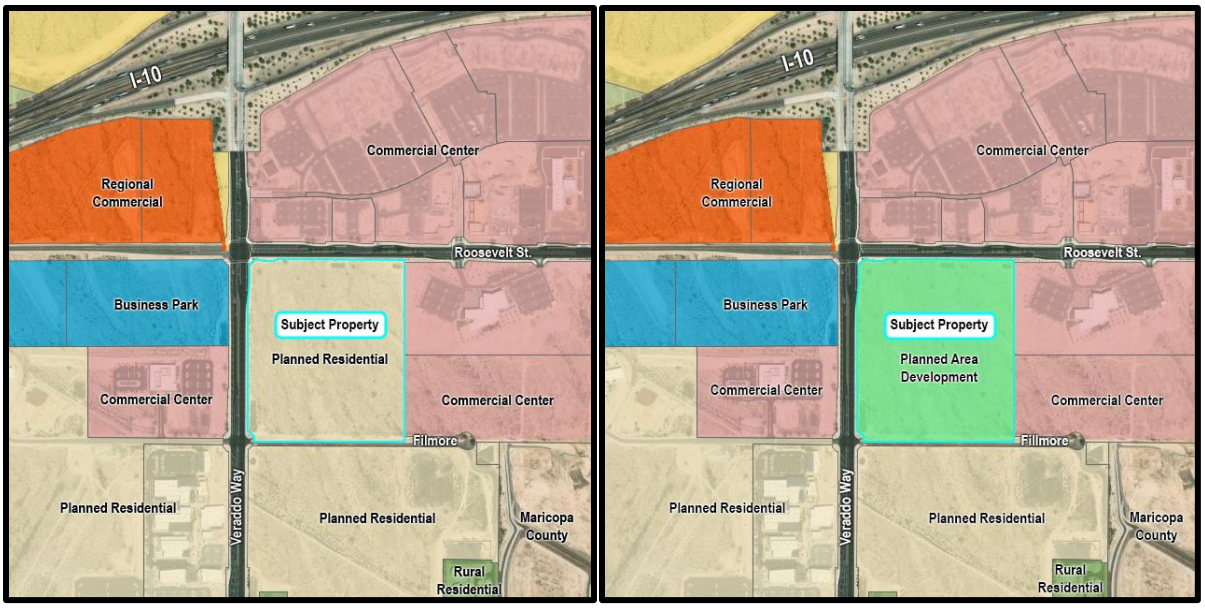
Table 1: Surrounding Uses

Direction	General Plan Land Use	Zoning	Current Use
Site	Activity Center	PR	Vacant Land
North	Activity Center	CC	Roosevelt St., Shopping center
East	Activity Center	CC	Church and Vacant Land
South	Activity Center	PR	Fillmore St. alignment, Vacant Land
West	Activity Center	BP, CC	Verrado Wy., Vacant Land and Palo Verde Education Center

Proposal / Request

The rezone to PAD would allow for the development of a horizontally mixed-use project consisting of approximately 17.36 acres of apartment-style residential units and 12.74 acres of commercial development on the southeast corner of Roosevelt and Verrado. The residential and commercial portions will be developed cohesively and will deviate from the base C-2 and MF-2 dimensional standards to achieve the unique vision of the project. The residential portion would consist of a 394-unit apartment complex with a mix of three-story buildings, and two-story carriage units. The residential frontage along Verrado will be designed in a way to help create an urban edge to the project and will include taller buildings at this frontage that will interface with the sidewalk along Verrado. The commercial center will be constructed on the northwest corner of the Property to maximize both access and visibility. This commercial center is envisioned as a vibrant area for service and retail commerce, that would be appropriately sized to attract in-demand tenants such as gyms and grocers to an underserved area of Buckeye. The commercial facades will largely be oriented internal to the site, focusing the pedestrian-oriented design features towards the planned multi-family portion of the Project. The proposed density on the residential portion of the site would be 22.72 dwelling units per acre ("du/ac"), establishing a high-density multi-family use on the site. This density conforms to the density of the existing underlying general plan designation of the Property, which proposes a minimum of 6 du/ac. **Figure 2** below depicts the current and proposed zoning on the Property. (See also **Exhibit B: Rezoning Exhibit**).

Figure 2: Current vs. Proposed Zoning



The applicant is requesting PAD zoning to modify various development standards to create a successful, horizontally mixed-use commercial and residential center. The Buckeye Development Code ("BDC" or "Development Code") established the PAD district as an alternative to conventional development, where greater flexibility is required, and where a more productive use of the lands is envisioned, consistent with the objectives of the City. The Mix on Roosevelt will be a horizontally integrated project with distinct, but connected residential and commercial uses, under a customized PAD zoning district. This horizontal mixed-use concept envisions a Project that places high density residential uses in proximity to commercial uses but allows both uses to be positioned in a way to maximize their utility. Development of the commercial uses closer to the Verrado and Roosevelt frontages will increase their visibility, and placing the residential portion closer to Fillmore will allow for additional privacy for the residents of the community. In line with this vision, this application will utilize the PAD district to set development standards specific to the site's location, to provide a dense residential development that operates in conjunction with a retail center that services these residents as well as the City of Buckeye as a whole. The proposed PAD zoning will provide enhanced architectural character, coordinated design, and an urbanized frontage along Verrado that will allow for the creation of a unique Project in Buckeye. The design character is exhibited through figures and language of this PAD narrative. The applicant will additionally be filing concurrently for a Site Plan and Minor Subdivision, to create separate parcels for the residential and commercial portions of the project. The Conceptual Site Plan for the Project is included as **Exhibit C** to this narrative.

Allowed Uses and Development Standards

This PAD will allow all for all uses of the Community Commercial ("C-2 ") and Multi-Family 2 ("MF-2") within the respective portions of the Project, as depicted in Table 3.1-1 of the BDC, except where specific C-2 uses are amended by this PAD in **Table 2: Amended Use Table,** shown below. The MF-2 district uses are intended to accommodate multi-family units at urban densities and the C-2 district is intended to provide a full range of community-oriented retail and service uses to be allowed within

the Project. When combined within this PAD, these allowed uses will create a cohesive and compatible development where people are able to live close to the retail services that support their needs.

Table 2: Amended Use Table

P = Permitted Use, C= Conditional Use Permit Use, PC = Permitted with Conditions Use, A = Accessory Use				
Use Category	**Use Type**	**C-2**	**PAD (Commercial Portion)**	**Notes**
Financial Services				
	Check Cashing	C	**-**	
Food and Beverage Services				
	Night Club	P	**-**	
Retail				
	Thrift Store	P	**PC**	Permitted with the following conditions: (1) Maximum 5,000 square feet (2) All donated items must be hand carried into store by donors; no outdoor pick-up/drop-off including bins (3) Merchandise is limited to clothing, jewelry, furniture and home furnishings, small appliances and electronics. Sales of auto parts and components, large appliances (e.g. washers, dryers, refrigerators) and mattresses shall be prohibited **Definition:** A retail store that specializes in the sale of previously owned and/or used goods and merchandise that has been donated. Thrift stores are distinct from consignment shops, pawn shops and non-consignment secondhand retail stores.
	Consignment Shop	P	**P**	**Definition:** A retail establishment where previously-owned merchandise, such as clothing, jewelry or furniture is consigned to a dealer who collects a fee and pays the seller after the merchandise is sold, but shall not include stores selling consigned vehicles, auto parts, scrap or waste. Consignment shops are distinct from thrift stores, pawn shops and non-consignment secondhand retail stores.
	Non-consignment secondhand retail stores	P	**P**	**Definition:** A retail establishment where previously owned merchandise, such as household goods and electronics, small appliances, books, toys, sports/recreational equipment, clothing, jewelry, shoes, and fashion-related accessories, is sold. This use specifically excludes donated items from being sold. This classification does not include secondhand motor vehicles, parts, or accessories, and large appliances.
	Pawn Shop	P	-	**Definition:** An establishment where money is loaned on security of personal property left in pawn and pledged as collateral, and where the pledged property may be sold to the public if not redeemed by the pledgor within a fixed amount of time.
Vehicles and Equipment				
	Boat, RV sales and rental	P	**PC**	Permitted if entirely indoors, including inventory storage
	Car wash	P	**-**	
	Gasoline sales	P	**A**	Permitted only as an accessory to a grocer, and not permitted along the Verrado frontage.
	Vehicle sales	P	**PC, C**	Permitted if entirely indoors, with a maximum of six vehicles stored outdoors; new vehicles only; CUP required to increase number of vehicles stored outdoors.

	Vehicle rental	P	P	Rental office only; car inventory on-site to maximum of six. CUP required to increase number of vehicles stored on-site.
	Vehicle service and repair, major	P	-	
	Vehicle service and repair, minor	P	**A**	Permitted only as accessory to a vehicle sales use.
Warehouse and freight movement				
	Mini-storage, indoor	P	**-**	
	Mini-storage, outdoor	C	-	
	Wholesale Establishment	C	P	Permitted if sales are primarily wholesale to public.
Other Uses				
	Dwelling, located above ground commercial floor	-	**P**	
	All residential uses unless located above ground floor commercial	-	-	
	homeless shelter	C	**-**	
	cemetery	P	**-**	
	Major utility facilities	C	**-**	
	All recreation and entertainment (outdoor) uses	P	**-**	
	Tobacco oriented retailer	P	**PC**	Permitted if less than 3,000 square feet

The modifications to the C-2 uses permitted within the PAD are meant to restrict uses that may be less compatible with the horizontal mixed-use nature of the Project.

The development standards set forth in this PAD supersede the Development Code, except where the PAD is silent. In such a case, the Development Code, and the established dimensional standards of the C-2 and MF-2 districts will apply to the respective uses of the Project. Additionally, where the PAD is silent, the Project will adhere to the applicable residential and commercial development standards of the BDC. Minor modifications of standards will be allowed in line with Section 8.12 of the BDC. Beyond these minor modifications, changes will follow the Major or Minor amendment processes detailed in Section 8.6.5 of the BDC. The applicability and process of these modifications shall follow the process and procedures set forth in said section. The following section sets forth the PAD standards to which the Project will adhere to.

Table 3A: Commercial Development (Dimensional) Standards

Standard		C-2	PAD
Lot Coverage, maximum (percent)		60	**60**
Setbacks, minimum	Verrado Way	Adjacent to residential district – 20 All others - none	**8 ft.**
	Roosevelt Street	Adjacent to residential district – 20 All others - none	**8 ft.**
	Fillmore Street	Adjacent to residential district – 20 All others - none	n/a
Minimum Non-Street Side Building Setback (East Property Line and Internal Lot Lines)		10 ft.	0 ft.
Building Height, maximum (feet)		50	**80 ft.**
Building Height, minimum (feet)		none	**Commercial Primary**: 30 ft. **Commercial Pad**: 20 ft.

Table 3B: Multi-Family Residential Development (Dimensional) Standards

Standard		MF-2	PAD
Density, maximum (du/gross acre)		No Max; 15.1 min	No Max; 15.1 min
Lot Dimensions, minimum	Lot Size (sq. ft.)	none	none
	Lot Width (ft.)	none	none
Setbacks	Verrado Way[(1)]	0	**8 ft.**
	Roosevelt Street	0	**n/a**
	Fillmore Street[(1)]	0	**8 ft.**
Minimum Non-Street Side Building Setback (East Property Line and Internal Lot Lines)		10 ft.	0 ft.
Building Separation, minimum		10 ft.	10 ft.
Lot Coverage maximum (%)		95	95
Building Height, maximum (ft.)		none	80 ft.
Building Streetside "Step back"		Per 5.7.6.H.3	**none[(2)]**

(1) No step back required for residential buildings along the Verrado or Fillmore frontages.
(2) Residential buildings along Verrado and Fillmore will be a minimum height of 37 ft.

Landscaping

The streetscape landscaping will be coordinated between commercial and residential uses to create a cohesive street-view along the site perimeter. Specific attention will be paid to the Verrado frontage where the residential and commercial uses comingle. A conceptual exhibit of this frontage is provided with this application as **Exhibit D** to this narrative. Materials used in landscaping will be arranged in distinct patterns to highlight important entry points, walkway intersections, or areas designated for leisure and recreation. This strategic placement not only enhances the visual appeal but also guides visitors to focal points within the space, creating an intuitive flow and enriching the overall experience of the environment. The table below shows the landscaping standards of the PAD. The standards for the Project will follow the landscaping requirements Multi-Family Residential (Four or Fewer Stories) and Commercial respectively, except as permitted through this PAD.

Table 4: Landscaping Standards

Standard	Residential (BDC)	Commercial (BDC)	PAD
Min. percentage of parcel to be landscaped	10%	20%	**Residential: 20%** Commercial: 20%
Site Enhancement	1 tree, 5 other plantings per 600 square feet	1 tree, 5 other plantings per 400 square feet	**1 tree, 5 other plantings per 600 square feet.**
Site Perimeter(1)	1 Tree, 5 Other Plantings per 30 linear feet		1 Tree, 5 Other Plantings per 30 linear feet
Landscape Setback – Streetside	Minimum 15 ft. collector, Minimum 25 ft. arterial		**Min. 15 ft. Fillmore, Min. 20 ft. Verrado, Min. 18 ft. Roosevelt(2)(3)**
Landscaping Inside Parking Areas	1 tree, 3 other planting per landscaping island		1 tree, 3 other planting per landscaping island(4)(5)
Building Foundation	1 other planting per 8 linear feet		Residential: 1 other planting per 8 linear feet (Residential Uses). Commercial: Along the storefront facades of commercial buildings, plantings to buffer 20% minimum of head-in parking(6). The planting area may be located anywhere between the parking area and the building foundation. Raised planters and pots may be used to satisfy this requirement.
Acceptable landscape surface	Turf, Granite, Undisturbed desert		Turf, Granite, Undisturbed desert

(1) Perimeter and street frontage calculations shall exclude driveways.
(2) Buildings, patios, view fencing and design features may encroach into the landscape setback.
(3) On Roosevelt, a trash enclosure, and seven parking spaces may encroach within the landscape setback, where the ROW is 75' to allow for a right turn land into the site. These encroachments will be limited to the dimensions depicted in sheet 2 of the conceptual site plan included as **Exhibit C** to this narrative. On Roosevelt, east of the roundabout, queuing lanes and parking may encroach within the landscape setback. If an alternative full access entrance is provided in place of the roundabout, no encroachment of parking or queuing will be allowed at this location.
(4) Parking shade canopies may be used in lieu of landscape islands. Required parking area landscaping shall be deducted from the required landscape calculations.
(5) Exceptions for trees may be granted administratively for islands containing fire hydrants, light poles, or similar site elements.
(6) Patios and customer amenities may count towards the 20% requirement.

Additional Residential Design Standards

Specific to the residential portion of the site, garage doors will be offset at least 8" from the plan of the garage door adjacent to it. To further assist with the urbanized building massing envisioned by this project, the three-story residential buildings are envisioned at 120 feet in length. Each façade greater than 50 feet in length, measured horizontally, shall incorporate wall plane projections or recesses

having a depth of at least 3 percent of the length of the façade, and extending at least 20 percent of the length of the façade. This will allow for the planned 4' to 6' projections and recesses on the 120' buildings depicted within the conceptual site plan. Covered bike parking will be provided within the project, as well as private garages leasable by residents.

Additional Commercial Design Standards

Specific to the commercial portion of the site, the building transparency will be focused internally and oriented towards the internal pedestrian entries to the site. This orientation will focus the pedestrian oriented features on the northwest corner of the site towards the intersection of Verrado and Roosevelt, and internally to the pedestrians accessing the business from internal parking lots on site. Additionally, this will orient the glazing and transparency towards the planned residential component of the PAD, rather than the commercial and vacant uses surrounding the property. The Project will utilize significant architectural glass on the commercial frontage interior to the site and provide four-sided architecture and landscaping to create an inviting design when viewed from the street. The commercial facades will provide internal transparency with 85% of total linear feet to be glass up to 10 feet in height. Street-side building elevations will be enhanced with glazing in the amount of 5% to provide transparency, passive lighting, and visual interest. Similarly, pedestrian amenities for ground floor facades will be focused internally to the site, towards the public entrances for the buildings, and will provide a minimum of 80% shade coverage of pedestrian walkways on the entrance facades of the buildings. Street facing facades without pedestrian entrances will provide a minimum of 30% of these pedestrian amenities which may include arcades, display windows, entryways, awnings, shaded sidewalks, and other similar features.

Drive-through Design Criteria

Drive-through uses within the commercial portion of the project will comply with the following standards:

1. Payment and/or pick-up windows shall not face arterial streets unless obscured through allowable screening material as approved by the zoning administrator.
2. Drive-through lane canopies shall be included covering any payment or pick-up windows. Canopies shall be fully architecturally integrated into the building.
3. Portions of a drive-through lane that are adjacent to an arterial street shall be screened by a minimum three-foot tall wall, berm, or alternative screening method. Screening materials shall comply with development standards of this PAD.
4. Speaker boxes shall be located a minimum of seventy (70) feet from any residentially zoned property or residential use.
5. Drive-through lane queuing length shall be approved at the site planning phase of the Project's development.

Parking

Parking for the commercial and residential uses of the site will be determined by the standards of the BDC. As shown on the conceptual site plan, the development will meet or exceed the parking requirements of the uses on the site. The Project is expected to necessitate more parking than required under the city code, due to the specific mix of commercial end users expected and the marketability of

the residential units within the PAD. Per the BDC requirements of the conceptual site plan, the residential portion of the site will require 560 total spaces, and the commercial portion of the site is expected to require 405 spaces. Per the conceptual site plan included within this PAD, the project will exceed these requirements by providing 695 spaces within the residential portion and 561 within the commercial portion. The Project may utilize a shared parking agreement to allow for cross-parking within the commercial site. For the residential portion of the site, no parking will be allowed between any buildings and an adjacent public street.

Enhanced Design Features / Character & Theming of Project

In addition to the standards set forth, the PAD will incorporate elements that will enhance the site and provide a more cohesive and urbanized feel to the Project. Specifically, the Project will place three-story residential buildings along the residential portion (southern half) of the Verrado frontage. These buildings will be oriented with paths and landscaping from the sidewalk on Verrado to allow for permeability and access to the street from the site. The commercial frontage along Verrado will be designed to be complementary to the residential frontage and, importantly, the larger Verrado corridor. This may be accomplished through common landscaping, wall materials, and screening features to visually tie together the uses. As depicted in the below conceptual renderings shown in **Figures 3 & 4 below**, the commercial portion of the PAD will be designed with modern styling and theming and will include varying materials and colors along with articulated facades to provide visual interest when viewed from the street as well as internally to the site. Glazing will be focused on the customer facing entries from the parking interior to the site. The corner of Roosevelt and Verrado is envisioned as a statement area where that will include outdoor amenities for the businesses located on the corner to occupy to enhance the streetscape at an important intersection to the city - conceptually rendered in **Figure 3**. Conceptual commercial elevations are provided as **Exhibit E** to this narrative.

To create cohesion between multifamily and commercial properties the residential and commercial development, the Project will utilize material colors from the same color families. Stucco wall field colors will be tans, beiges, greys and generally capped with a contrasting dark color brown wall cornice. Additionally, apartment window shade canopies are specified to be the same product and color as one of the commercial properties metal wall siding callouts, and portions of the multi-family site walls will match the integral color CMU from the commercial development. The residential architecture of Project is designed to utilize low slope roofs and parapets to create the feel of tall and contemporary styled building by bringing the full height of the building to the perimeter. Additionally, the residential design may utilize vertically articulated parapets in various heights and with various cornice treatments at different building elements, breaking up the building mass and providing visual interest. **Figure 5** depicts a conceptual render of the residential units along Verrado Way for the Project. Additionally, conceptual elevations for the residential portion of the site are included as **Exhibit F** to this narrative.

Figure 3

(Conceptual rendering of commercial site – internal view looking northwest)

Figure 4

(Conceptual rendering of commercial site – external looking towards northwest corner of the Project)

Figure 5

(Conceptual rendering of residential units on Verrado Way)

Open Space

Within the residential portion of the Project, a minimum of 15% of the area will be developed as usable open space. This open space will house the amenities for the residents and their guests and include a clubhouse, fitness center, pool & spa, residential pet area, and playground. In addition to the patio and congregation areas located throughout the commercial portion of the project, a series of connected public paths totaling two percent (2%) of the net site area will be provided.

Walls and Fences

The residential uses within the Project will include a 6-foot block wall with multiple penetrations for pedestrian permeability into the commercial portion of the site, as shown on the Conceptual Site Plan. Connectivity will be provided with pedestrian paths that connect the residential units to amenity areas within the residential portion, and further on to the various commercial uses closer to Roosevelt and Verrado. Walls within the commercial portion of the Project will largely be used for parking screening, to retain maximum retail visibility for the retail uses.

Signage

A Comprehensive Sign Plan application will be submitted under a separate cover to be reviewed in conjunction with the Site Plan.

Utilities & Drainage

The Project is within the City of Buckeye water and sewer service area. A conceptual Water Report and Conceptual Wastewater Report will be submitted with the Site Plan submittal, and Final Reports will be submitted with the construction documents submittal. The development will provide retention for the 100-year, 2-hour storm event for both onsite and half-street drainage, which is the city design standard. The developer is responsible for verifying water and sewer allotments for the site. Due to the commercial nature of this development, most retention will be underground in an underground retention facility. The type of structure will be determined during preliminary design. All on site drainage will be designed to flow to a series of catch basins and underground storm drainpipes to channel stormwater flows to the retention facilities. The off-site flow affecting this site is deemed negligible and will not require on-site conveyance, but adjacent half-street flows will be retained per City of Buckeye standards. A Preliminary Drainage Report will be submitted with the Site Plan submittal, and a Final Drainage Report will be submitted with the construction documents submittal.

Circulation

The site's location provides prime visibility to the commercial portion of the property and additionally provides housing adjacent to significant transportation infrastructure. As shown on the conceptual site plan included as **Exhibit C**, the Project anticipates two entrances on Verrado Way, two entrances on Roosevelt Street, and one entrance on Fillmore Street. Main access to the multi-family portion of the Project will be from Fillmore Street on the south, to minimize traffic between customers and residents at the site. Secondary residential entrances will be provided internally on the northwest and northeast corner of residential/commercial boundary. The Project may utilize a roundabout or alternative full access entrance on the northeast entrance, with final design expected to be approved at the site planning phase of the Project.

Bus bays have been included on Verrado Way and Roosevelt Street. While the city has requested a 75' right of way ("ROW") where Roosevelt Street is adjacent to the northwest corner of the Property, the North half of Roosevelt ROW was platted as 67 feet wide. The full 85' ROW width along Verrado will be dedicated. A traffic impact analysis submitted with this application was prepared by SWTE. The recommendations of that analysis have been incorporated into the conceptual site plan where possible. Turning lane storage has been maximized to fit within the constraints of the site.

The Project will feature a minimum of three pedestrian connections between the commercial and residential uses. The primary pedestrian connection will be oriented at a midway point of the Project to best connect residents to the adjacent commercial uses. The two additional connections will be aligned with the secondary vehicular access points on the northeast and northwest of the multi-family portion of the Property. Perimeter sidewalks will be provided on the street frontages of the Project.

Phasing

The Project will develop with coordinated phasing with plans for a complete and comprehensive site operating in Q1 of 2026. The site plans submittals for commercial and residential portions may proceed separately but will be governed by this PAD.

Services

Fire & Police

The Project is located within the jurisdiction of the City of Buckeye Fire Medical and Rescue Department, as well as the Buckeye Police department.

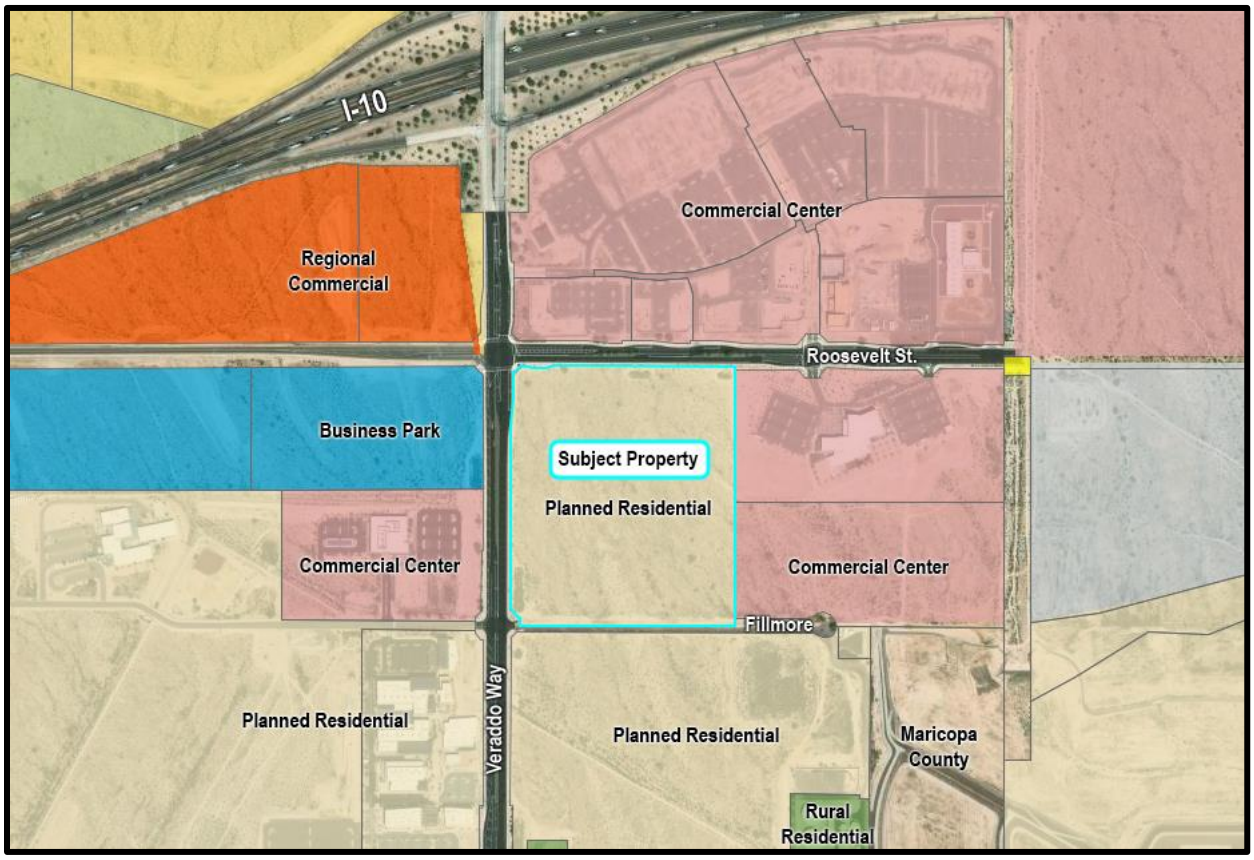
Schools

Notifications will be provided to school districts in line with Section 8.15 of the Development Code. The Project is located within the Buckeye Union High School District ("BUHSD"), and the Liberty Elementary School District. Of note, the project is located in close proximity to the BUHSD Learning Center and the Sequoia Pathfinder Academy. A summary of on-going school outreach is included in **Exhibit G: Citizen Participation Report**.

Compatibility with Surrounding Uses

The Mix on Roosevelt, as proposed, is highly compatible with the existing and planned uses within the surrounding area. This area of eastern Buckeye just south of I-10 is developing with several commercial and educational uses that support the vision of an Activity Center that will act as a catalyst to support dense housing and mixed-use development. The current zoning of PR is not compatible with the general plan land-use designation or the surrounding zoning of commercial center, regional commercial, and business park. The multi-family component of the Project will bring customers to the area – providing benefits to the existing and planned businesses. Additionally, the proximity of residential to commercial and business park uses will allow for the potential of reduced commutes and improved access to essential commercial goods and services.

Figure 5: Surrounding Zoning Map

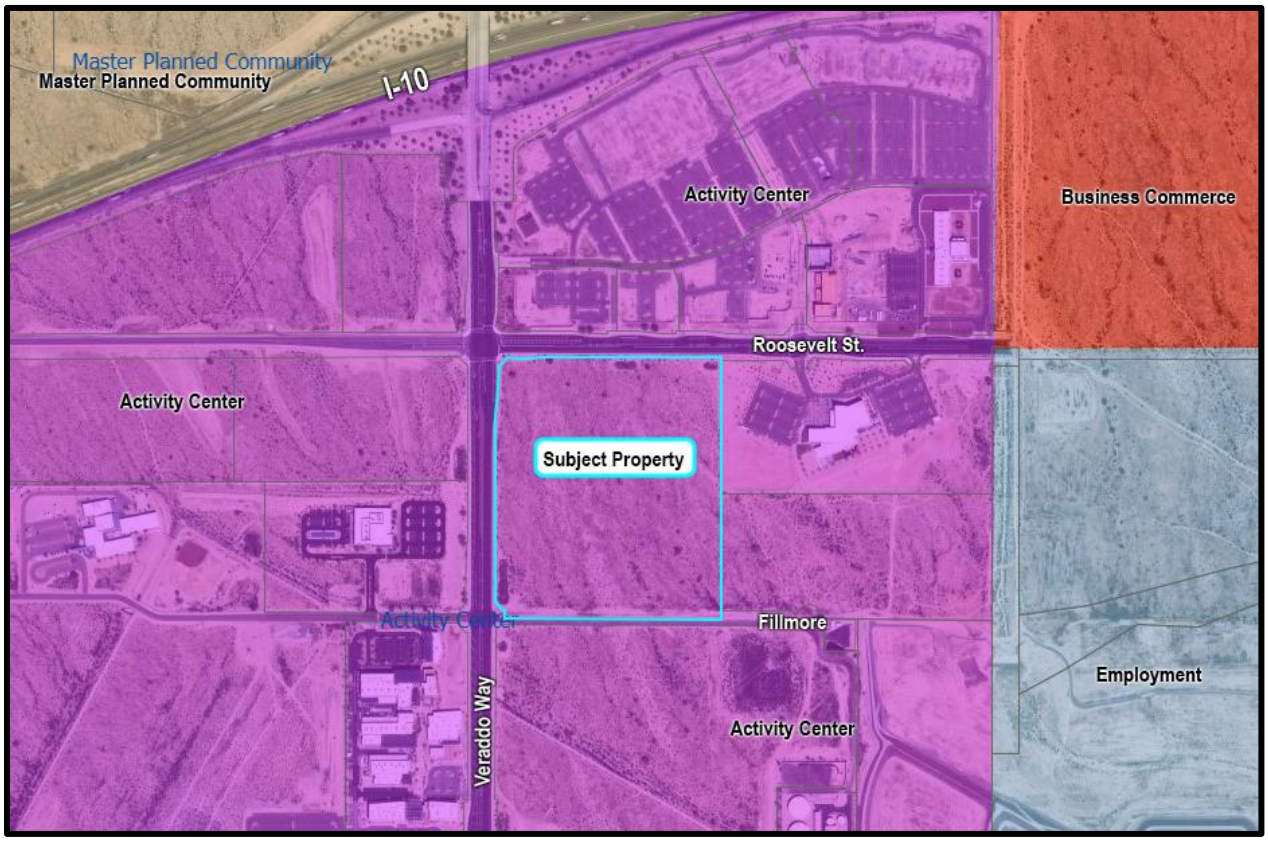


Additionally, the project will comply with the Luke Air Force Base Graduated Density Concept. Buckeye established a policy for administration of the Luke Air Force Base Graduated Density Concept (GDC). This policy allows for flexibility on residential densities within the Gateway Activity Center by including surrounding land that will not be developed for residential uses, to allow for more dense residential developments within the area. The Mix is located within the "West District" portion of the Gateway Activity Center Area Plan (GACAP) and is tracking applications for residential unit development within this area up to a cap of 8,045 units. This application will not increase the units beyond the cap proposed in the City's policy document and follows the GDC.

Conformance with the General Plan

The Project's land use designation is "Buckeye Gateway Activity Center" within the 2040 Buckeye General Plan ("General Plan"). The current PR zoning is an obsolete zoning district that conflicts with the Activity Center land use designation that exists on the property and within the greater area, which envisions more intense uses than subdivided single-family development. The below figure depicts the General Plan land use designation of the Property.

Figure 6: General Plan Land Use Map



Within the General Plan, Activity Centers are encouraged to support mixed-use development, including "horizontal mixed-use development […] of a group of buildings that have single or multiple uses next to each other on the same level" (pg. 2-21 General Plan). Additionally, the Activity Centers are characterized by superior access to transportation corridors and existing infrastructure with the potential to drive regional growth. The Project is in the Buckeye Gateway Activity Center, one of the six Activity Centers established by the General Plan. The Buckeye Gateway Activity Center "is strategically located to capitalize on existing assets such as the West-MEC education center and a number of master planned communities. The center is envisioned as a research and development employment node, educational campus, and entertainment hub, serving the west valley region" (pg. 2-16 General Plan). The Project is, by its nature, compatible with the Activity Center land use of the General Plan as well as the Buckeye Gateway Activity Center. The BDC designates the uses allowed within this PAD (MF-2 and C-2 uses of the BDC) as compatible with the Activity Center land use designation. Specifically, the Project supports the following goals and policies of the General Plan.

> **Goal G-4** Mixed-use land patterns are developed in appropriate areas throughout the community.
>
> > **Policy G-4.1** The City of Buckeye will encourage a diverse mix of uses appropriate to support an area, such as in Activity Centers and Neighborhood areas to encourage residents to lead an active lifestyle.

Policy G-4.2 Mixed-use projects should only be designed to support walkability and livability through complete streets concepts, amenities, and services.

The Project will support these goals of mixed-use land development within the General Plan through the nature of the development. The Project's horizontally mixed-use nature will integrate residential and commercial uses within the 32-acre site. By placing high density multi-family residences adjacent and connected to the commercial portion of the site, the Project will support walkability and encourage the active lifestyle of the residents within the community. The Project will provide a minimum of three pedestrian connections on the Property. Pedestrian paths will continue through the site to connect to the adjacent site perimeter sidewalks.

Goal G-8 Buckeye Activity Centers are regional destinations that are developed with a concentrated mix of uses promoting a vibrant, dynamic, synergistic energy, and appropriate transitions.

Policy G-8.2 Residential uses within Activity Centers should only be permitted at densities of six dwelling units per acre (6 du/ac) or greater.

Policy G-8.10 Activity Centers should be located adjacent to major transportation corridors and should consist of urban mixed-use developments.

The Project supports the Activity Center land use goals of the General Plan through its mixed-use nature. In particular, the density of the residential portion of the site will exceed the minimum of 6 du/ac with a proposed density of 22.72 du/ac. Furthermore, the proximity of the Property to the major freeway Interstate 10 ("I-10"), as well as its location along a major arterial, positions the property in an ideal location to support these policies. The Property's adjacency to these major transportation corridors supports the Project as a high density, mixed-use development.

Goal G-17 Buckeye has a diverse stock of housing types, styles, and options for all incomes.

Policy G-17.1 The City of Buckeye should encourage a variety of housing types that meet the demands and needs of existing and future residents.

Policy G-17.2 The City of Buckeye should promote diversity in size, design, and densities in new residential developments.

Policy G-17.4 The City of Buckeye should encourage mixed-use residential/commercial projects to include live-work and work-live units where housing and offices or other commercial uses are compatible.

The residential portion of the Project supports the housing goals and policy of the General Plan. The City acknowledges within its goals and policies that there is a need to support a variety of diverse housing types within the city. Specifically, the density provided by the Project is high considering other development in this area of the City and will provide alternatives to the single family style development in the area. The project achieves the plan's goal of creating mixed-use projects in the city through a site plan that incorporates residential and commercial elements. Through the integration of the uses on the site, residents will be adjacent to a plethora of retail and service commercial uses.

PAD Objectives

Per Section 2.7.2 of the Development Code, the Mix on Roosevelt is designed to support the five purposes of the PAD overlay district. This Project accomplishes those goals, as provided below:

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 this Development Code.

The Project will bring much desired and needed commercial services to an underserved area of the city. The development of the Project under a PAD with both residential and commercial uses will assist in maximizing the potential of the site for a mix of uses. The utilization of the PAD district will allow the residential and commercial portions of the Project to move forward simultaneously and ensure the development of a mixed-use site. The PAD solidifies the nature of both components and ensures the success of the whole. Additionally, the minor deviations from the development standards are meant to increase the viability of the site while conforming with the vision of the city for development within the Gateway Activity Center. The modifications from the commercial standards within the BDC will allow the project to maximize site visibility, while maintaining an enticing and inviting commercial corner that will enhance the character of the Project at an important and high-volume intersection in the city.

To ensure that any development impacts that occur through the use of greater flexibility are mitigated to the greatest extent feasible so as not to create adverse impacts on neighboring properties or the surrounding neighborhood.

While the development standards have been modified through the PAD, there will be no adverse impacts on the surrounding neighborhood or neighboring properties. The Project is designed to facilitate compatibility with surrounding uses – specifically with the existing and planned commercial uses to the north.

To encourage the provision and preservation of meaningful open space.

Per the Open Space section of this narrative, the Project will use the PAD to provide 20% landscaping for both the commercial and residential components, thus exceeding the minimum standards if this developed under the City's non custom zoning districts.

To encourage integrated and unified design and function of the various uses comprising the PAD.

The Project will coordinate various aspects of its end design to create a cohesive development. Despite the geographical separation of the residential uses inherent in its horizontal mixed-use nature, the project will have a cohesive streetscape on the length of Verrado Way. The Project may additionally coordinate landscape pallet, colors, or architectural features to further provide unified design elements.

To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

This PAD will align the Property with the Activity Center land use designation envisioned in the General Plan. The placement of the commercial and residential uses allows optimal access to the city's transportation infrastructure and satisfies the housing and economic goals of Buckeye. Both C-2 and MF-2 zones are considered compatible with the Activity Center land use designation. By combining allowed

uses within both districts into a PAD, this application promotes a more productive use of the site than is allowed under its current zoning.

Per section 8.6.5.D of the BDC, the PAD will meet the following six criteria necessary for its approval by City Council:

1. *The CMP or PAD addresses a unique situation, confers a substantial benefit to the City, or incorporates creative site design such that it achieves the purposes of this Development Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.*

   The PAD offers substantial benefits to the City by bringing much-needed commercial services to an area where those uses are needed. The PAD also provides a unique site design where commercial and residential uses will operate in a cohesive manner. The PAD sets forward standards for the Verrado frontage – specifically for the residential portion of the project – that will complement the vision of the city to have an attractive and activated street to conform with the Activity Center land use designation of the site. Reducing interior setbacks, and separations between the residential and commercial uses will allow a truly horizontal mixed-use community to develop under the standards of this PAD.

2. *The CMP or PAD is consistent with and conforms to goals, policies, and applicable elements of the General Plan and the purposes of this Development Code;*

   This PAD is in conformance with the goals & policies of the general plan, as detailed in the General Plan conformance section of this narrative.

3. *Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;*

   This PAD has facilities and services available to serve the site while maintaining adequate levels of service to existing development. Further details can be found throughout this narrative.

4. *The CMP or PAD is not likely to result in significant adverse impacts upon the natural environment, or such impacts will be substantially mitigated;*

   The PAD is not expected to produce adverse impacts on the natural environment.

5. *The CMP or PAD is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and*

The PAD is not likely to cause significant adverse impacts upon other property in the vicinity. The Project is designed to be compatible with the surrounding existing and planned uses. Bringing high density residential and needed commercial services to the site is in line with the General Plan land use designation of the site and will be a benefit for the surrounding area. Through the mixed-use nature of the site, the Project will benefit the surrounding area by providing these necessary services as well as a customer base in the form of residents that will utilize the on-site retail as well as existing and planned commercial uses along Verrado and Roosevelt.

6. *Future uses on the subject tract(s) will be compatible with uses on other properties in the vicinity of the subject tract.*

   By aligning the Project with the underlying General Plan land use designation of the site, the Project will inherently become more compatible with the surrounding planned uses in the vicinity.

Conclusion

The Mix on Roosevelt will be a horizontally mixed-use project that will bring necessary commercial uses to Buckeye and provide homes adjacent to these commercial uses. The PAD district will assist in aligning the overall site with the underlying Activity Center as envisioned in the General Plan. Using the PAD district, the Project will allow for commercial and multi-family interconnectivity within an activity center of the city, with standards meant to promote a more urban vision for the site. The project will adhere to the City of Buckeye Engineering design standards and requirements. The underlying development and dimensional standards of the PAD will allow for the site to continue to grow and urbanize as Buckeye develops and grows with time. This project will not preclude the type of urban development that the city desires in this area and will in fact assist in the densification and commercial growth that is envisioned within the General Plan.

Exhibits

- Exhibit A: Legal Description and Exhibit
- Exhibit B: Rezone Exhibit
- Exhibit C: Conceptual Site Plan and Site Details
- Exhibit D: Conceptual Verrado Frontage Exhibit
- Exhibit E: Conceptual Commercial Building Elevations
- Exhibit F: Conceptual Residential Building Elevations
- Exhibit G: Citizen Participation Report

Exhibit A

SEC VERRADO & ROOSEVELT
REZONING APPLICATION PLZZ-23-00018
LEGAL DESCRIPTION

A portion of land being situated within the Southwest quarter of Section 6, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6, marked by a found 3 inch Town of Buckeye brass cap in hand hole, down 0.5 feet, from which the Southwest corner, marked by a found 3 inch City of Buckeye brass cap in hand hole, down 0.5 feet, thereof bears South 00°26'05" West, 2644.85 feet;

THENCE South 00°26'05" West, 95.21 feet on the westerly boundary of said Southwest quarter;

THENCE leaving said westerly boundary, South 89°33'55" East, 80.00 feet to the **POINT OF BEGINNING**;

THENCE on the southerly boundary of the Right of Way for Roosevelt Street the following 5 courses:

THENCE North 45°30'41" East, 55.36 feet;

THENCE South 80°29'52" East, 59.35 feet;

THENCE South 89°24'45" East, 60.75 feet;

THENCE North 77°04'55" East, 42.82 feet;

THENCE South 89°24'45" East, 884.06 feet to the westerly boundary of Lot 2 of the Final Plat of Summit Community Church Phase 1, as recorded in Book 1441, Page 08, Records of Maricopa County, Arizona;

THENCE on said westerly boundary and the westerly boundary of Lot 1 of said Final Plat, South 00°20'39" West, 1267.17 feet to the center line of the Right of Way of Fillmore Street;

THENCE North 89°25'31" West, 1056.28 feet to the easterly boundary of the Right of Way of Verrado Way;

THENCE on said easterly boundary the following 6 courses:

THENCE North 00°26'05" East, 40.00 feet;

THENCE North 89°25'30" West, 5.00 feet;

THENCE North 44°29'42" West, 56.64 feet;

THENCE North 00°26'05" East, 898.34 feet
THENCE North 06°49'27" East, 134.79 feet;

THENCE North 00°26'05" East, 115.08 feet to the **POINT OF BEGINNING.**

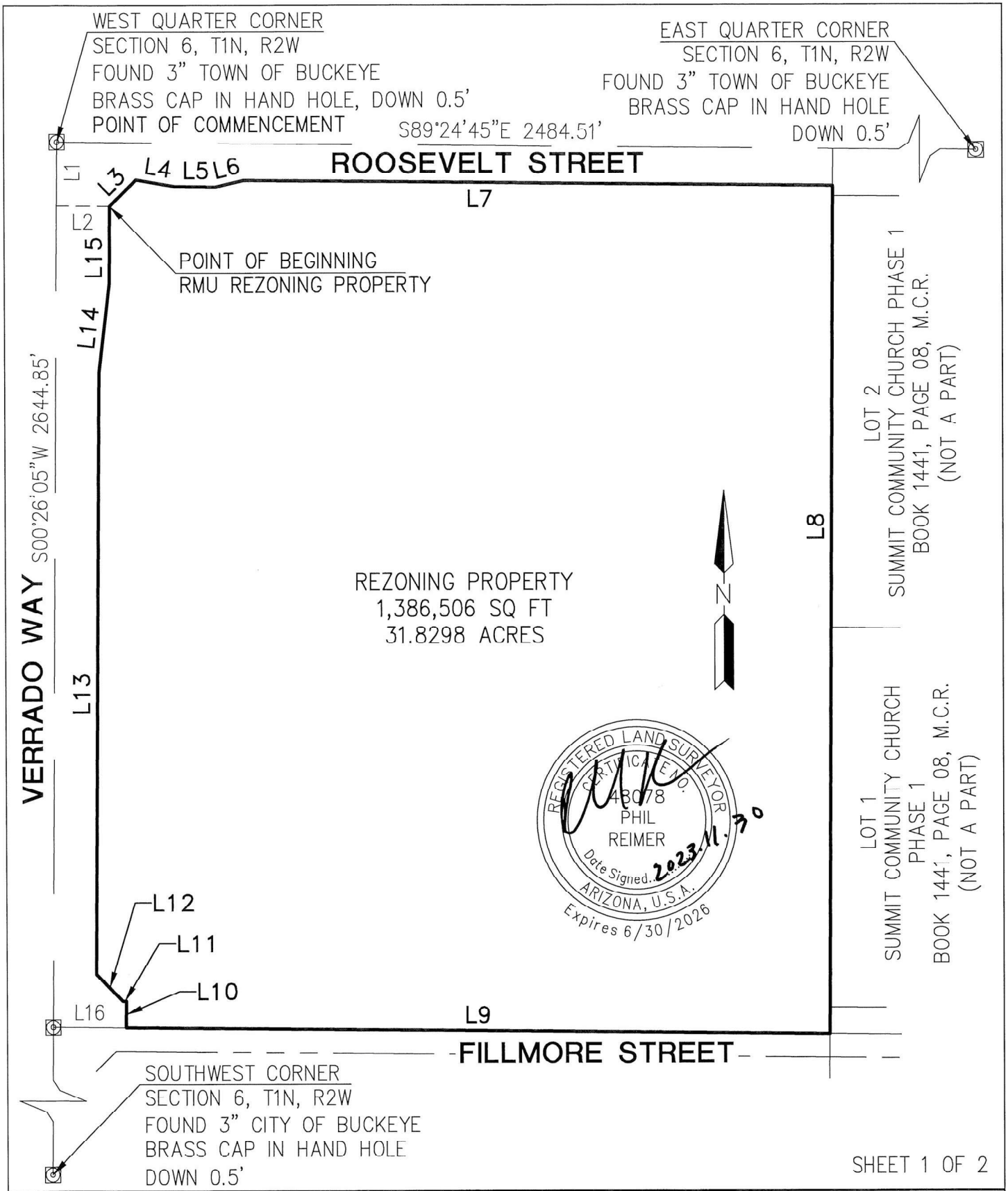
The above-described parcel contains a computed area of 1,386,506 sq. ft. (31.8298 acres) more or less.

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. 2517
Date: October 2023

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023.11.30
ARIZONA, U.S.A.
Expires 6/30/2026



SHEET 1 OF 2

PROJ.NO.:	2517
DATE:	NOV 2023
SCALE:	N.T.S.
DRAWN BY:	NOG
CHECKED BY:	PR

SEC VERRADO & ROOSEVELT
REZONING PROPERTY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2023, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°26'05"W	95.21'
L2	S89°33'55"E	80.00'
L3	N45°30'41"E	55.36'
L4	S80°29'52"E	59.35'
L5	S89°24'45"E	60.75'
L6	N77°04'55"E	42.82'
L7	S89°24'45"E	884.06'
L8	S00°20'39"W	1267.17'
L9	N89°25'31"W	1056.28'
L10	N00°26'05"E	40.00'
L11	N89°25'30"W	5.00'
L12	N44°29'42"W	56.64'
L13	N00°26'05"E	898.34'
L14	N06°49'27"E	134.79'
L15	N00°26'05"E	115.08'
L16	S89°25'31"E	110.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023-11-30
ARIZONA, U.S.A.
Expires 6/30/2026

SHEET 2 OF 2

PROJ.NO.:	2517
DATE:	NOV 2023
SCALE:	NONE
DRAWN BY:	NOG
CHECKED BY:	PR

SEC VERRADO & ROOSEVELT
REZONING PROPERTY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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Exhibit B

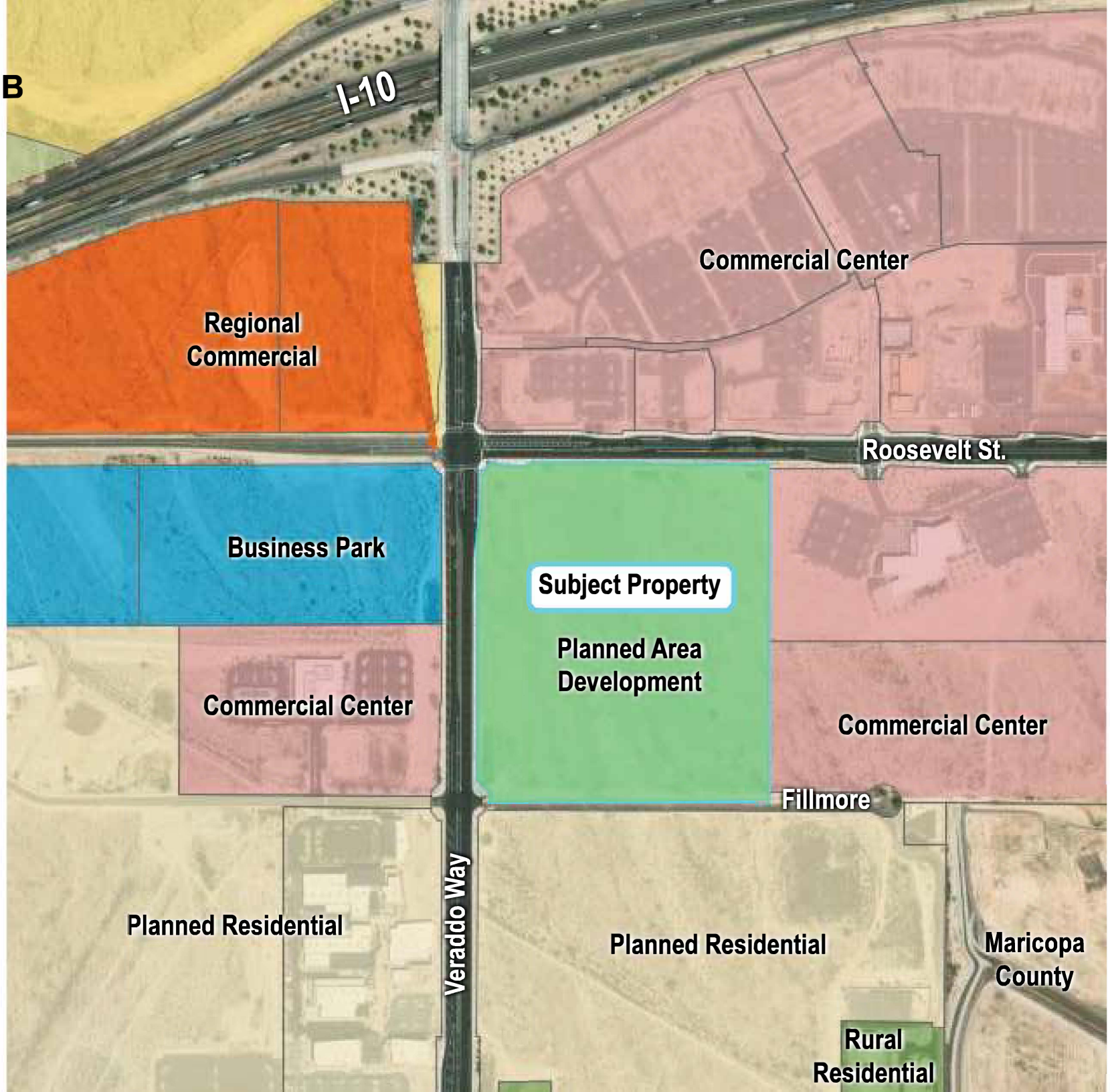
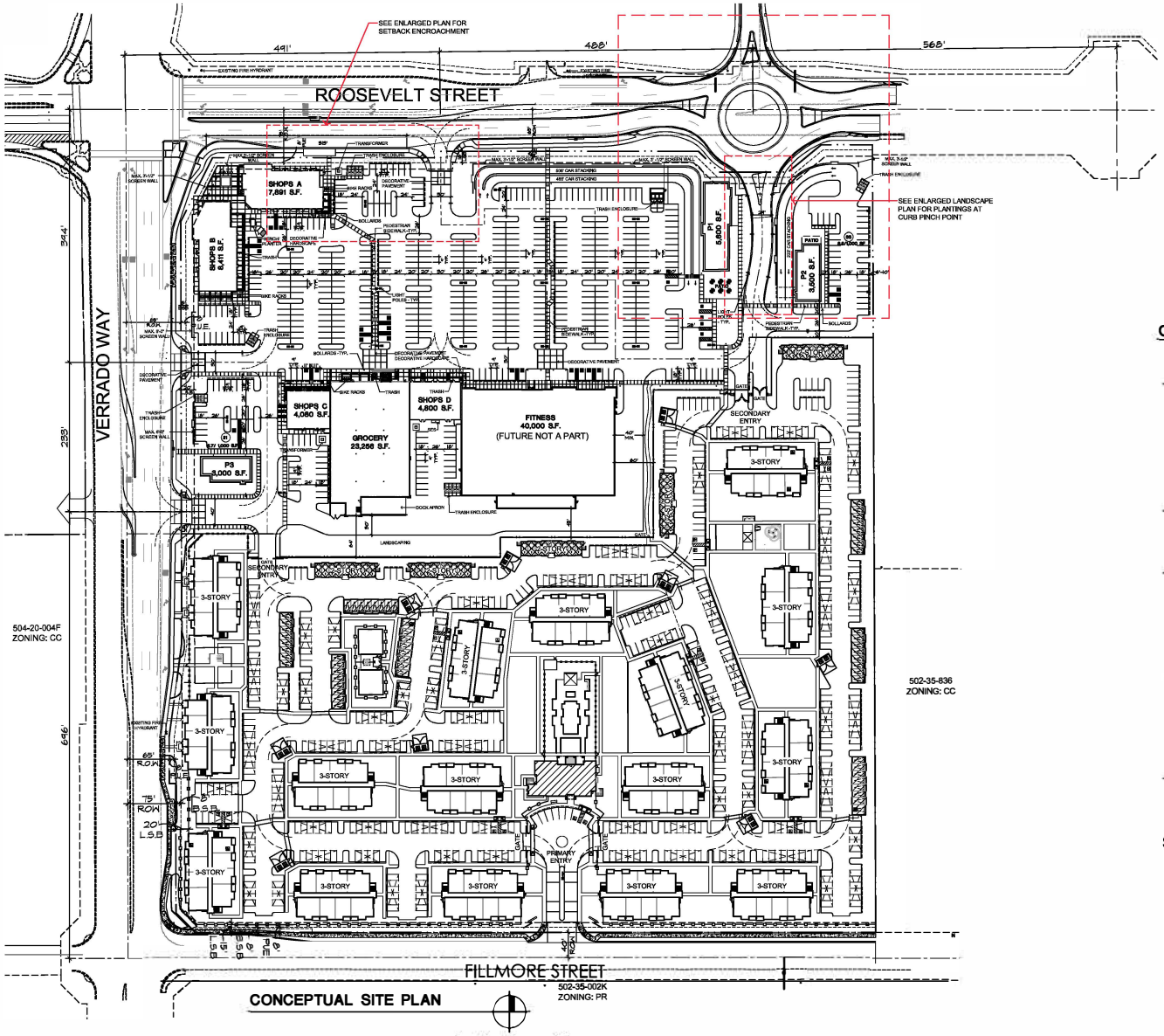
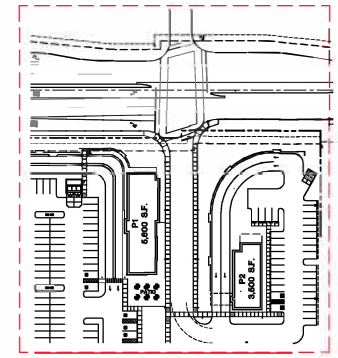

I-10
Regional Commercial
Commercial Center
Roosevelt St.
Business Park
Subject Property
Planned Area Development
Commercial Center
Commercial Center
Fillmore
Veraddo Way
Planned Residential
Planned Residential
Maricopa County
Rural Residential

Exhibit C



CONCEPTUAL SITE PLAN

SCALE: 1" = 80'



CONCEPTUAL ALTERNATE FULL ACCESS

CITY OF BUCKEYE NOTES

THE CITY HAS REVIEWED THE PLAN FOR CONCEPT ONLY. THE APPLICANT/OWNER ACKNOWLEDGE THAT LOCATIONS AND/OR DESIGN OF BUILDINGS, ACCESS, PARKING, AND/OR ANY OTHER SITE FEATURES MAY BE SUBJECT TO MODIFICATION BASED UPON CITY COMMENTS PROVIDED WHEN A SITE PLAN APPLICATION IS FILED FOR THE PROPERTY.

PROJECT SHALL COMPLY WITH CITY OF BUCKEYE ENGINEERING STANDARDS AND REQUIREMENTS.

LEGAL DESCRIPTION

SECTION 06, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA-SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT TEAM

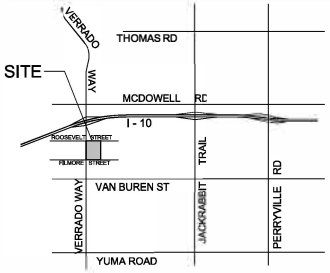
Developer / Owner
Eisenberg Company
2710 E. Camelback Rd. Suite210
Phoenix, Arizona 85016
Contact: Ryan Amato
Ph: (602) 468-6100
ryan@ramatopc.com

Architect
Butler Design Group
5013 E. Washington St. Ste 100
Phoenix, Arizona 85034
Contact: Toby Rogers
Ph: (602) 957-1800
trogers@bdgaz.com

Landscape Architect
LaskinandAssociatesInc.
5013 E. Washington St. Ste 110
Phoenix, Arizona 85034
Contact: Daniel Dodson
Ph: (602) 840-771
daniel@laskindesign.com

Civil Engineering
HilgartWilson
2141 E. Highland Ave. Ste 250
Phoenix, Arizona 85016
Contact: Ted B. Luther, PE
Ph: (602) 730-3832
tluther@hilgartwilson.com

VICINITY MAP



SITE DATA

Existing Zoning:	PR
Proposed Zoning:	PAD
APN #:	502-35-003F
Gross Site Area:	+/- 1,540,784 S.F. (35.37 AC.)
Site Area:	+/- 1,386,507 S.F. (31.84 AC.)
MF Net Site Area:	756,114 S.F. (17.36 AC.)
Commercial Net Site Area:	554,945 S.F. (12.74 AC.)
ROW Dedication:	75,448 S.F. (1.74 AC.)

COMMERCIAL SITE DATA:

Commercial Net Site Area:	554,945 S.F. (12.74 AC.)
Total Building Area:	100,538S.F.
Building Coverage:	18.12%
Total Landscape Area:	112,700 S.F. (2.59 AC.)
Landscape Coverage:	20.3%

BuildingSetback	Required	Provided
VerradoWay:	20' (Adj. to Residential)	8'
Roosevelt Street:	20' (Adj. to Residential)	8'
Filmore Street:	20' (Adj. to Residential)	N/A

BuildingHeight: 80'

PARKING REQUIRED:

1/100 SF + Stacking (12,097 SF):	121 Spaces
1/300 SF Retail (25,292 SF):	84 Spaces
1/300 SF Gym (40,000 SF):	133 Spaces
1/350 SF Grocer/Large Retail (23,256 SF):	67 Spaces
TOTAL PARKING REQUIRED:	405 SPACES REQ.
TOTAL PARKING PROVIDED:	561 SPACES PROVIDED

ADA PARKING REQUIRED:	12 SPACES
ADA PARKING PROVIDED:	27 SPACES

MULTI-FAMILYSITE DATA:

ZONING:	EXISTING: PR (OBSOLETE) PROPOSED: MF-2
APN:	A PORTION OF 502-35-003F
SITE AREA:	NET: 17.36 AC (756,114 SF) GROSS: 19.52 AC (850,168 SF)
DENSITY:	REQUIRED: NO MAX, 15.1 DU/AC MIN. PROPOSED: 22.72 DU/AC (394 UNITS / 17.36 NET AC)
BLDG. HEIGHT:	MAX. BLDG HEIGHT: UNLIMITED PROVIDED: ±38' MIN.
OPEN SPACE:	REQUIRED: 15% OF NET SITE AREA 756,114 SF x 15% = 113,417 SF REQUIRED PROVIDED: +/- 150,000 SF

BUILDING INFORMATION:

DWELLING UNIT MIX:
1 BEDROOM = 250 (63%)
2 BEDROOM = 144 (37%)
TOTAL UNITS = 394

ACCESSIBLE UNITS:
REQUIRED: 394 X .02 = 8 UNITS
PROVIDED: 8 UNITS ANSI TYPE A (GROUND FLOOR)

BUILDING MIX:
(18) BUILDING TYPE 1 (3 STORIES X 8 UNITS PER STORY)
1 BED = 15 UNITS
2 BED = 9 UNITS
TOTAL = 24 UNITS PER BLDG

(5) BUILDING TYPE 2 (2 STORIES X 2 UNITS 2ND STORY ONLY)
1 BED = 2 UNITS
2 BED = 0 UNITS
TOTAL = 2 UNITS PER BLDG

VEHICLE PARKING REQUIRED:

1 BEDROOM: 250 UNITS x 1.0 PS =	250SPACES
2 BEDROOM: 144 UNITS x 1.5 PS =	216SPACES
REQUIRED RESIDENT SPACES	466SPACES
GUEST: 466 SPACES / 5 =	94 SPACES
TOTAL REQUIRED =	560 SPACES (1.42 PS/UNIT)
ACCESSIBLE: 2% OF TOTAL =	12 (INCLUDED IN TOTAL)

PARKING PROVIDED:

SURFACE OPEN =	201 SPACES
SURFACECOVERED =	398 SPACES
GARAGE =	96 SPACES
TOTAL =	695 SPACES (1.76 PS/UNIT)

(16 ACCESSIBLE PROVIDED, INCLUDED IN TOTAL ABOVE)

08-30-2024
23008_ST28

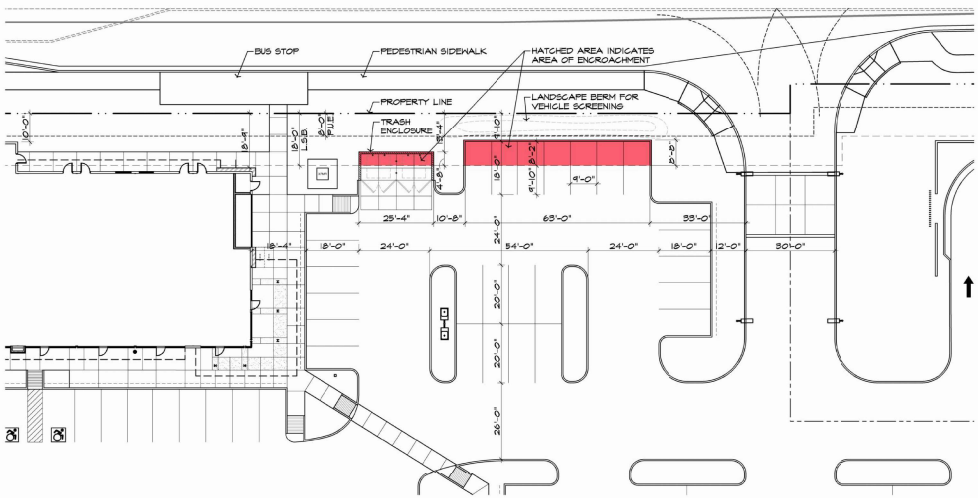
Eisenberg Company
Full service commercial real estate

The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

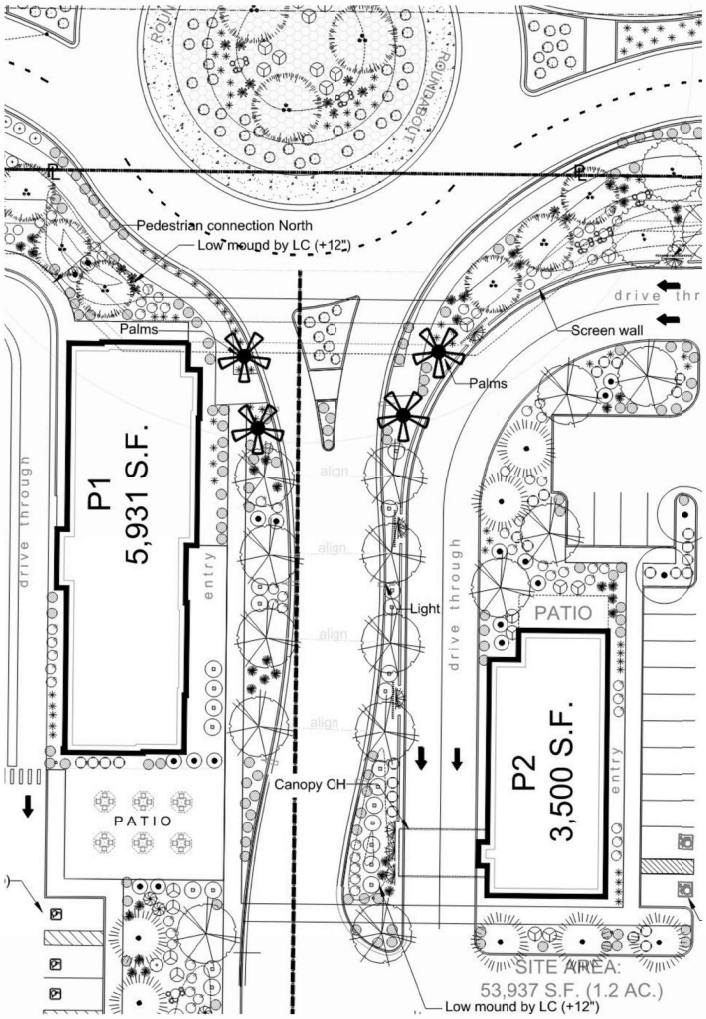
Buckeye, Arizona

Butler Design Group, Inc
architects & planners



ENLARGED CONCEPTUALSITE PLAN

0 10' 20' 40'
SCALE: 1" = 20'



ENLARGED CONCEPTUAL LANDSCAPE PLAN

0 10' 20' 40'
SCALE: 1" = 20'

07-31-2024
23008_ST22

Eisenberg Company
Full service commercial real estate

The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

Butler Design Group, Inc
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Exhibit D

CONCEPTUAL SITE PLAN

0 25' 50' 100'

SCALE: 1" = 50'

07-26-2024
23008_ST22

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The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

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Exhibit E

1 **SOUTH ELEVATION - BLDG A**
SCALE: 1" = 10'-0"

2 **WEST ELEVATION - BLDG A**
SCALE: 1" = 10'-0"

3 **EAST ELEVATION - BLDG A**
SCALE: 1" = 10'-0"

4 **NORTH ELEVATION - BLDG A**
SCALE: 1" = 10'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CC02	Cast-in-place concrete				
GL01	CLEAR GLAZING	CLEAR	VUE 24-60	VIRACON	
MT01	BOX RIBBED METAL PANEL	GALVALUME	-	WESTERN STATES METAL ROOFING	
MT03	METAL PANEL	VINTAGE	-	WESTERN STATES METAL ROOFING	
MT07/08	ALUMINUM STOREFRONT SYS	BLACK ANODIZED	-	ARCADIA	
MU01	8X8X16 STACKED ~ BOND CMU	PEARL	INTEGRAL COLOR	OLDCASTLE SUPERLITE	SMOOTH BLOCK
MU02	8X8X16 STACKED BOND CMU	PEBBLE BEACH	INTEGRAL COLOR	OLDCASTLE SUPERLITE	SMOOTH BLOCK
PT01	PAINTED FIBER CEMENT	FOGGY DAY - DE6226	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	
PT02	PAINTED EIFS	MUSLIN	DE6227	DUNN EDWARDS	
PT03	PAINTED FIBER CEMENT	FLINTSTONE - DE6221	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	
PT06	PAINTED EIFS	CAVE OF THE WINDS	DE6040	DUNN EDWARDS	
PT07	PAINTED METAL	RENWICK BROWN	DET690	DUNN EDWARDS	
PT08	PAINTED FIBER CEMENT	VERANDA - DET543	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	

Eisenberg Company
Full service commercial real estate

THE MIX

SEC Roosevelt Street & Verrado Way

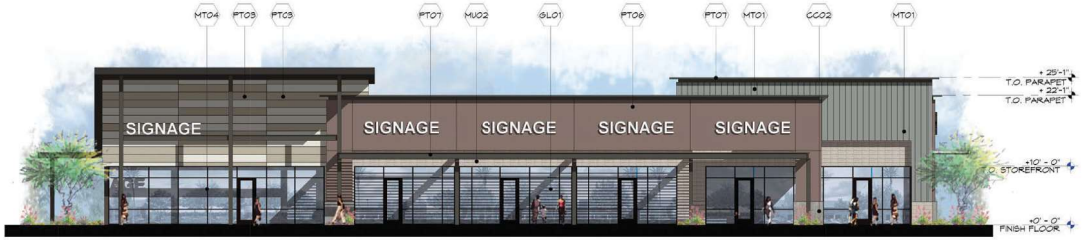
Buckeye, Arizona

PRELIMINARY
NOT FOR
CONSTRUCTION

Project No.: 23008
Issue Date: 05/10/2024
Title: CLE - SHOPS A

ELE-02

Butler Design Group, Inc
architects & planners



1 **EAST ELEVATION - BLDG B**
SCALE: 1" = 10'-0"

2 **EAST ELEVATION - BLDG B**
SCALE: 1" = 10'-0"

3 **NORTH ELEVATION - BLDG B**
SCALE: 1" = 10'-0"

4 **WEST ELEVATION - BLDG B**
SCALE: 1" = 10'-0"

MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
CC02	Cast-in-place concrete				
GL01	CLEAR GLAZING	CLEAR	VUE 24-50	VIRACON	
MT01	BOX RIBBED METAL PANEL	GALVALUME	-	WESTERN STATES METAL ROOFING	
MT03	METAL PANEL	VINTAGE	-	WESTERN STATES METAL ROOFING	
MT04	ALUMINUM STOREFRONT SYSTEM	BLACK ANODIZED	-	ARCADIA	
MU01	8X8X16 STACKED BOND CMU	PEARL	INTEGRAL COLOR	GLDCASTLE SUPERLITE	SMOOTH BLOCK
MU02	8X8X16 STACKED BOND CMU	PEBBLE BEACH	INTEGRAL COLOR	GLDCASTLE SUPERLITE	SMOOTH BLOCK
PT01	PAINTED FIBER CEMENT	FOGGY DAY - DE6226	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	
PT02	PAINTED EIFS	MUSLIN	DE6227	DUNN EDWARDS	
PT03	PAINTED FIBER CEMENT	FLINTSTONE - DE6221	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	
PT06	PAINTED EIFS	CAVE OF THE WINDS	DE6040	DUNN EDWARDS	
PT07	PAINTED METAL	RENWICK BROWN	DET630	DUNN EDWARDS	
PT08	PAINTED FIBER CEMENT	VERANDA - DET548	HARDIE ARCHITECTURAL COLLECTION	JAMES HARDI (FC) / DUNN EDWARDS (PAINT)	

Eisenberg Company
Full service commercial real estate

THE MIX

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

PRELIMINARY
NOT FOR
CONSTRUCTION

Project No.: 23008
Issue Date: 05/10/2024
Title: CLE - SHOPS B

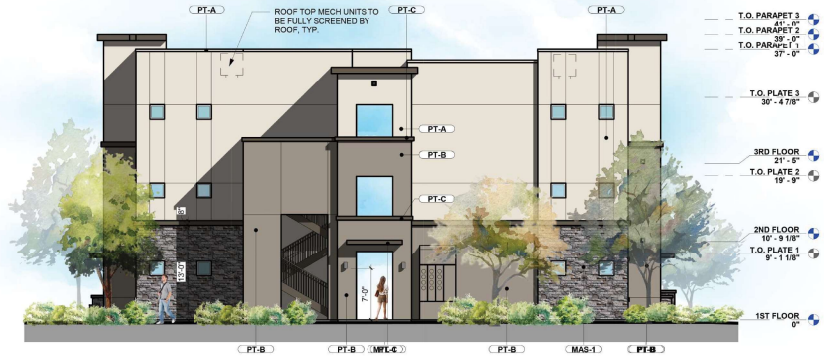
ELE-03

Butler Design Group, Inc
architects & planners

Exhibit F

1 CONCEPTUAL ELEVATION BLDG 1 - FRONT
1/8" = 1'-0"

2 CONCEPTUAL ELEVATION BLDG 1 - REAR
1/8" = 1'-0"



4 CONCEPTUAL ELEVATION BLDG 1 SIDE - LEFT
1/8" = 1'-0"

3 CONCEPTUAL ELEVATION BLDG 1 SIDE - RIGHT
1/8" = 1'-0"

EXTERIOR FINISH LEGEND

- PT-A — STUCCO, DUNN EDWARDS, DET786 "MINER'S DUST"
- PT-B — STUCCO, DUNN EDWARDS, DET620 "BARNWOOD GRAY"
- PT-C — STUCCO, ACCENT, STAIR RAILING, DUNN EDWARDS, DET634 "DOWNING TO EARTH"
- GL-1 — WINDOWS: VINYL, DUAL PANE, LOW-E, FRAME COLOR: WHITE
- MAS-1 — BRICK VENEER, CORONADO STONE OLD WORLD LEDGE, COLOR: HURON

CONCEPTUAL ELEVATIONS

THE CITY HAS REVIEWED THE ELEVATIONS FOR CONCEPT ONLY. THE APPLICANT/ OWNER ACKNOWLEDGE THAT THE LOCATIONS AND/ OR DESIGN OF BUILDINGS, ACCESS, PARKING, AND/OR ANY OTHER SITE FEATURES MAY BE SUBJECT TO MODIFICATION BASED UPON CITY COMMENTS PROVIDED WHEN A SITE PLAN APPLICATION IS FILED FOR THE PROPERTY.

PROJECT SHALL COMPLY WITH THE CITY OF BUCKEYE STANDARDS AND REQUIREMENTS.

triARC architecture & design
1934 East Camelback Rd
Suite 200
Phoenix, AZ 85016
P 602-229-1100

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

PROSE VERRADO
ALLIANCE RESIDENTIAL
NEC N. VERRADO WAY & FILLMORE ST.
BUCKEYE, AZ 85326

REV	DATE	DESCRIPTION

PROJECT NUMBER 22-105

ISSUE DATE 08/09/2024

SHEET TITLE PRELIMINARY BUILDING 1 ELEVATIONS COLOR

SHEET NUMBER A-214A

This drawing is the property of triARC Architecture & design, L.L.C., 1934 East Camelback Rd, Suite 200, Phoenix, AZ 85016, 602-229-1100. This drawing is limited to the original use for which it was prepared. Changes, reproductions, or assigning to any third party of this drawing for any other use is not permitted without written consent of triARC architecture & design, L.L.C., © 2017
Z:\05 PROJECTS\22-105 Prose Verrado - Buckeye, AZ\03 DWG\22-105 Prose Verrado_color scheme 1.rvt 8/13/2024 6:21:01 PM

Exhibit E

5R PLZZ-23-00018 RECEIVED OCT 03 2024 AL

The Mix on Roosevelt

PLZZ-23-00018

Citizen Participation Report

Submitted: October 3rd, 2024

Project Overview:

Zoning Case PLZZ-23-0018 is a rezone request on approximately 32 acres located at the southeast corner of Verrado Way and Roosevelt Street, also known as APN 502-35-003F (the "Property"). This application is for a rezoning of the Property from Planned Residential (PR) to Planned Area Development (PAD) to allow for the development of a horizontally mixed-use project consisting of a commercial center and multi-family apartment complex to be known as The Mix on Roosevelt (the "Project").

Citizen Participation Plan:

Per the requirements of the Buckeye Development Code, a Citizen Participation Plan was prepared and submitted in conjunction with the rezone application materials. That plan is included as **Attachment A** to this report.

The following outreach has occurred through the rezoning process for case no. PLZZ-23-00018:

1. ***School District Outreach:***
   The Applicant sent notice of the development plans to the two school districts (Buckeye Union High School District and Liberty Elementary School District). A donation agreement is being worked on with BUHSD as they have requested. Liberty has noted in their response letter that they have adequate capacity at the time of the Project opening and have not requested anything further from the applicant at this time. The response form from Liberty Elementary School District is included as **Attachment B** to this report. Email correspondence between the applicant and BUHSD discussing the in-process donation agreement is included as **Attachment C** to this report.
2. ***Neighborhood Meeting:***
   A neighborhood meeting was held on December 18, 2023 for the case. Notice was mailed to neighboring properties within 500 feet of the property. One council member and one staff member were in attendance. Proof of notice and a summary of the meeting are included withing **Attachment A: Citizen Participation Plan**.
3. ***Public Hearing Notice:***
   The applicant provided notice to the public for the scheduled hearing dates for the case by three methods:
   - Public hearing notices posted on the site at two locations on 10/1/2024 **(see Attachment D: Site Posting Affidavit)**
   - Published legal advertisement in the West Valley Arizona Republic on 10/2/2024 **(see Attachment E: Publication E-tear)**

- A mailed notice letter sent to property owners located within 500 ft. of the property on 10/3/2024 **(see <u>Attachment F: Affidavit of Mailing Notice</u>)**

Through the public outreach of the Project, the applicant has not identified any outstanding citizen concerns that would impact the proposed rezone for the Mix on Roosevelt.

The Mix on Roosevelt

PLZZ-23-00018

Citizen Participation Plan

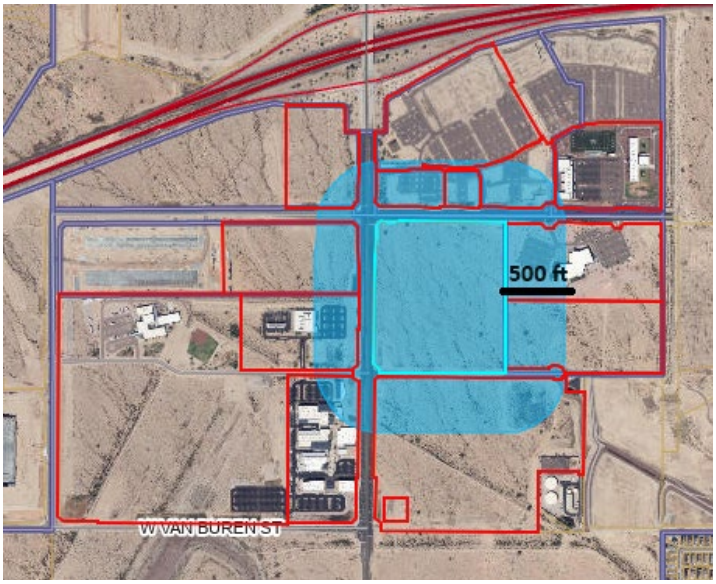
Introduction

Eisenberg Company (the "Applicant") is submitting a rezoning application for a mixed-use development which includes a combination of commercial and high-density residential uses (the "Project") on 32 acres of currently vacant land located at the southeast corner of Roosevelt Street and Verrado Way in Buckeye, Arizona, known generally as Maricopa County Assessor's Parcel 502-35-003F (the "Property"). In compliance with Section 8.2.3 of the Buckeye Development Code (the "Development Code"), the Applicant is submitting this Citizen Participation Plan to both comply with the requirements of the application and elicit feedback from the community and affected parties to address any potential conflicts prior to public hearings for the case. This document details the methodology and timeline that the applicant proposes to follow through the application process.

Notification Methods

The Applicant will host a neighborhood meeting nearby the project site to inform interested parties about the rezone application and elicit feedback about the Project. A mailing list will be generated using the Maricopa County Assessor's office parcel search to mail a notice of the neighborhood meeting to property owners within 500 feet of the Project (See Exhibit A: 500 ft. Property Owner List). Additionally, a list of interested parties will be generated from the county's GIS to inform relevant agencies and groups of the rezoning application (See Exhibit B: Areas of Interest). In addition to these recipients, the applicant requests that the City of Buckeye provide a list of any other interested parties from the Planning Department's maintained notification list per Section 8.2.3(H)(4)(c) of the Development Code.

Figure 1: 500 ft. Mailing List Map



Following the neighborhood meeting, a summary of the meeting will be submitted to city staff. This summary will include a discussion of what was presented to the public as well as a summary of the questions and concerns expressed by the attendees. The meeting summary will additionally include a description of how the applicant addressed these concerns, and what concerns the applicant was unable to address at the time of the meeting. The Applicant will furnish a list of meeting attendees to the city and provide contact information to the attendees in case additional questions arise through the application process.

When the case is scheduled for public hearings by staff, the applicant will notify the public through the means required within the Development Code. This will consist of another mailing of notices within 500 ft. of the property, the posting of 2 signs on the property with hearing information, and a legal advertisement published in the AZ Republic newspaper. These notices will include the dates for both the Planning & Zoning Hearing and the City Council hearing. All notices will be completed a minimum of 15 days prior to the first scheduled public hearing.

Schedule

The Applicant proposes the following schedule for the Citizen Participation Plan.

- Notices for the neighborhood meeting were mailed on December 1, 2023.
- A neighborhood meeting was held on December 18, 2023.
- Notifications prior to public hearings to be published, posted, and mailed a minimum 15 days prior to those hearings.

Communication with Planning Department

The applicant will keep the planning department informed of citizen participation and community feedback throughout the rezoning process, dependent on the severity of the communication. If the applicant feels that they were not able to address the concerns of the concerned party, they will forward the communication to staff as soon as possible. Otherwise, the applicant will track citizen participation and a summary of this communication will be included within a Citizen Participation Report, as depicted within Section 3.2.3(I) of the Development Code. Per this section, the Public Participation Report will be submitted to city staff prior to public hearings to be attached to the Planning Department's staff report.

Appendices

Appendix A: Affidavit of Mailing Notice, Notice Letter and Mailing List

Appendix B: Neighborhood Meeting Summary

Affidavit of Mailing Notice

Case Number: PLZZ-23-00018

Project Name: the Mix on Roosevelt

Applicant Name: Bergin, Frakes, Smalley & Oberholtzer

Location: SEC Roosevelt and Verrado, Buckeye AZ

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the neighborhood meeting.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the neighborhood meeting.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 1st day of December, 2023, by:

_____
Notary Public

LAUREN TROBAUGH
Notary Public, State of Arizona
Maricopa County
Commission # 629454
My Commission Expires
June 01, 2026

My Commission Expires:
June 1st 2026

B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

December 1, 2023

SENT VIA U.S. REGULAR MAIL

Re: A Rezone Request from PR to RMU with a PAD Overlay to Allow for the Development of a Horizontal Mixed Use Commercial and Multi-Family Project on the Southeast Corner of Verrado Way and Roosevelt Street, Zoning Case No. PLZZ-23-00018

Dear Neighbor,

Our office has filed an application for approximately 32 acres located on the southeast corner of Roosevelt Street and Verrado Way in Buckeye, AZ, also known as APN: 502-35-003F to rezone from PR (Planned Residential) to RMU (Regional Mixed Use) with a Planned Area Development (PAD) overlay. The RMU district allows integrated higher density residential uses and non-residential uses to promote high-intensity development in specific areas of Buckeye. Furthermore, this zoning district encourages a mixture of commercial, office and residential uses designed for pedestrians, automobiles, and alternative modes of transportation. This rezone will facilitate the construction of a horizontally mixed-use development that will feature a commercial center (± 17.5 acres) integrated with a multi-family development (± 13.1 acres) to be known as "the Mix on Roosevelt." **The conceptual site plan is included as an enclosure to this letter.**

This notice is being sent to you as a neighboring property owner, or interested party, to inform you of this application and provide you with an opportunity to relay any questions, issues or concerns to us, and to invite you to attend an upcoming neighborhood meeting where the project will be discussed.

Neighborhood Meeting:

Date: December 18, 2023
Time: 6:00 pm
Location: Summit Community Church, *The Lounge Room*, 20555 Roosevelt St, Buckeye, AZ, 85326

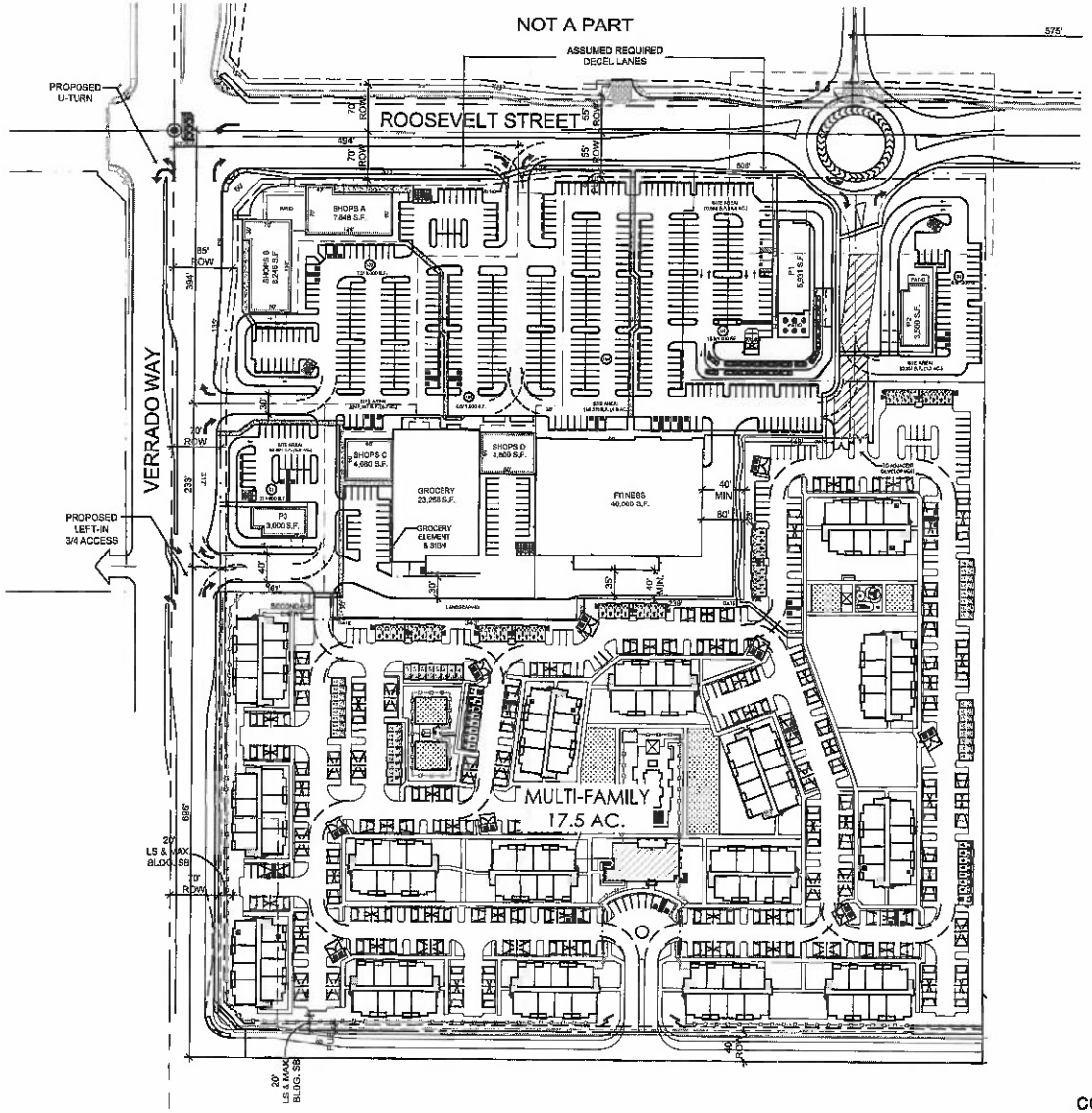
The neighborhood meeting will be held in an open house format, and the development team will be available to answer questions. If you are unable to attend, please feel free to contact me with any questions or concerns by phone (602) 888-7860 or email at coberholtzer@bfsolaw.com.

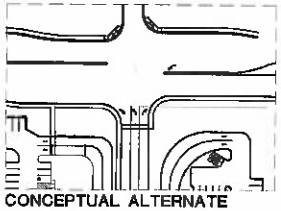
Sincerely,

Carolyn Oberholtzer

Enclosure: Conceptual Site Plan

4343 East Camelback Road Suite 210 | Phoenix, Arizona 85018 | phone 602.888.7860 | fax 602.888.7856 | bfsolaw.com | coberholtzer@bfsolaw.com





CONCEPTUAL ALTERNATE FULL ACCESS

SITE DATA

Existing Zoning:	PR
APN #:	502-35-003F
Gross Site Area:	+/- 1,540,590 S.F. (35.4 AC.)
MF Net Site Area:	762,254 S.F. (17.5 AC.)
Commercial Net Site Area:	569,456 S.F. (13.1 AC.)
Filmore ROW Dedication:	35,676 S.F. (0.8 AC.)
COMMERCIAL SITE DATA:	
Commercial Net Site Area:	569,456 S.F. (13.1 AC.)
Total Building Area:	100,661 S.F.
Building Coverage:	17.7%
Total Landscape Area:	134,084 S.F. (3.1 AC.)
Landscape Coverage:	23.5%
PARKING REQUIRED:	
1/100 SF + Stacking (14,335 SF):	144 Spaces
1/300 SF Retail (16,927 SF):	57 Spaces
1/300 SF Gym (40,000 SF):	133 Spaces
1/350 SF Grocer/Large Retail (23,256 SF):	67 Spaces
TOTAL PARKING REQUIRED:	401 SPACES REQ.
TOTAL PARKING PROVIDED:	587 SPACES PROVIDED
ADA PARKING REQUIRED:	12 SPACES
ADA PARKING PROVIDED:	18 SPACES

PROJECT TEAM

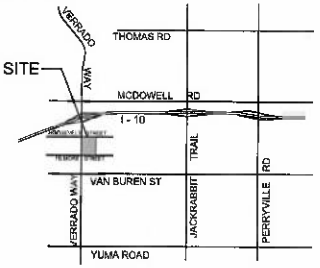
Developer / Owner
Eisenberg Company
2710 E. Camelback Rd. Suite 210
Phoenix, Arizona 85016
Contact: Ryan Amato
Ph: (602) 468-8100
ryan@ramatopc.com

Architect
Butler Design Group
5013 E. Washington St. Ste 100
Phoenix, Arizona 85034
Contact: Toby Rogers
Ph: (602) 957-1800
trogers@bdgaz.com

Landscape Architect
Laskin and Associates Inc.
5013 E. Washington St. Ste 110
Phoenix, Arizona 85034
Contact: Daniel Dodson
Ph: (602) 840-771
daniel@laskindesign.com

Civil Engineering
Hilgart Wilson
2141 E. Highland Ave. Ste 250
Phoenix, Arizona 85016
Contact: Ted B. Luther, PE
Ph: (602) 730-3832
tluther@hilgartwilson.com

VICINITY MAP



CONCEPTUAL SITE PLAN

SCALE: 1" = 80'

10-31-2023
23008_ST08 SUB

Eisenberg Company
Full service commercial real estate

The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

Butler Design Group, Inc
architects & planners

BUCKEYE UNION HIGH SCHOOL DIST 201
1000 E NARRAMORE AVE
BUCKEYE, AZ 85326

BANNER HEALTH
2901 N CENTRAL AVE 160
PHOENIX, AZ 85012

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SUMMIT COMMUNITY LUTHERAN CHURCH
GOODYEAR, AZ 853959243

SUMMIT COMMUNITY LUTHERAN CHURCH
GOODYEAR, AZ 853959243

SEQUOIA BUCKEYE LLC
1460 S HORNE
MESA, AZ 85204

COSTCO WHOLESALE CORPORATION
999 LAKE DR
ISSAQUAH, WA 98027

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

GEDDES CAPITAL RESOURCES LLC
3020 E CAMELBACK RD 350
PHOENIX, AZ 85016

ARIZONA PUBLIC SERVICE COMPANY
PHOENIX, AZ 85072

HIGH SCHOOL BUCKEYE UNION DIST 201
902 EASON AVE
BUCKEYE, AZ 85326

WESTERN MARICOPA EDUCATION CENTER DIST NO 402
4949 W INDIAN SCHOOL RD
PHOENIX, AZ 85301

SUNBELT LAND HOLDINGS LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

Arizona Department of Transportation
205 S 17th Ave Mail Drop 612E
Phoenix, AZ 85007

Maricopa Association of Governments
ATTN: Scott Wilken
302 N. 1st Avenue
Phoenix, AZ 85003

Maricopa Association of Governments
ATTN: Kurt Cotner
302 N. 1st Avenue
Phoenix, AZ 85003

Maricopa Association of Governments
ATTN: Alex Garza Navarro
302 N. 1st Avenue
Phoenix, AZ 85003

Luke Air Force Base
ATTN: Jennifer Rahn
56 FW/CVE 14185 Falcon St
Luke AFB, AZ 85309-1629

Summary of Neighborhood Meeting for

Mix on Roosevelt

Case no. PLZZ-23-00018

December 18, 2023 at 6:00 PM

A neighborhood meeting for a rezoning application for 32 acres of vacant land located on the southeast corner of Roosevelt Street and Verrado Way in Buckeye, Arizona, was held on Monday, December 18, 2023, at 6:00 PM. The application would proposes to the site to RMU PAD to allow for the development of a horizontal mixed-use project containing retail and a 394-unit apartment complex. Notification letters were mailed to property owners and interested parties within 500 feet of the Project at more than 15 days prior to the meeting in accordance with Section 8.2.6.C of the Development Code.

The meeting was held at the Summit Community Church located at 20555 W. Roosevelt Street Buckeye, Arizona, 85326. No members of the general public were in attendance. The development team was present as well as one member of city staff and one elected official. A copy of the sign-in sheet is included as
Exhibit A.

Members of the development team present include:

- Carolyn Oberholtzer – BFSO Law
- Adam Pruett – BFSO Law
- Lauren Trobaugh - BFSO Law
- Mitchell Willard – BFSO Law
- Jason Eisenberg – Eisenberg Company
- Ryan Amato – Eisenberg Company
- Ben Squires – Bulter Design Group
- Lanny Shaw – Butler Design Group

City Officials and staff present:

- Craig Heustis – Buckeye District 5 Councilmember
- Ken Galica – Principal Planner

With no members of the public in attendance, Ms. Oberholtzer walked through the exhibit boards on display and application materials with Councilmember Craig Huestis. The contents of these exhibit boards are included as **Exhibit B**. The meeting ended at 6:45 pm.

Exhibit A

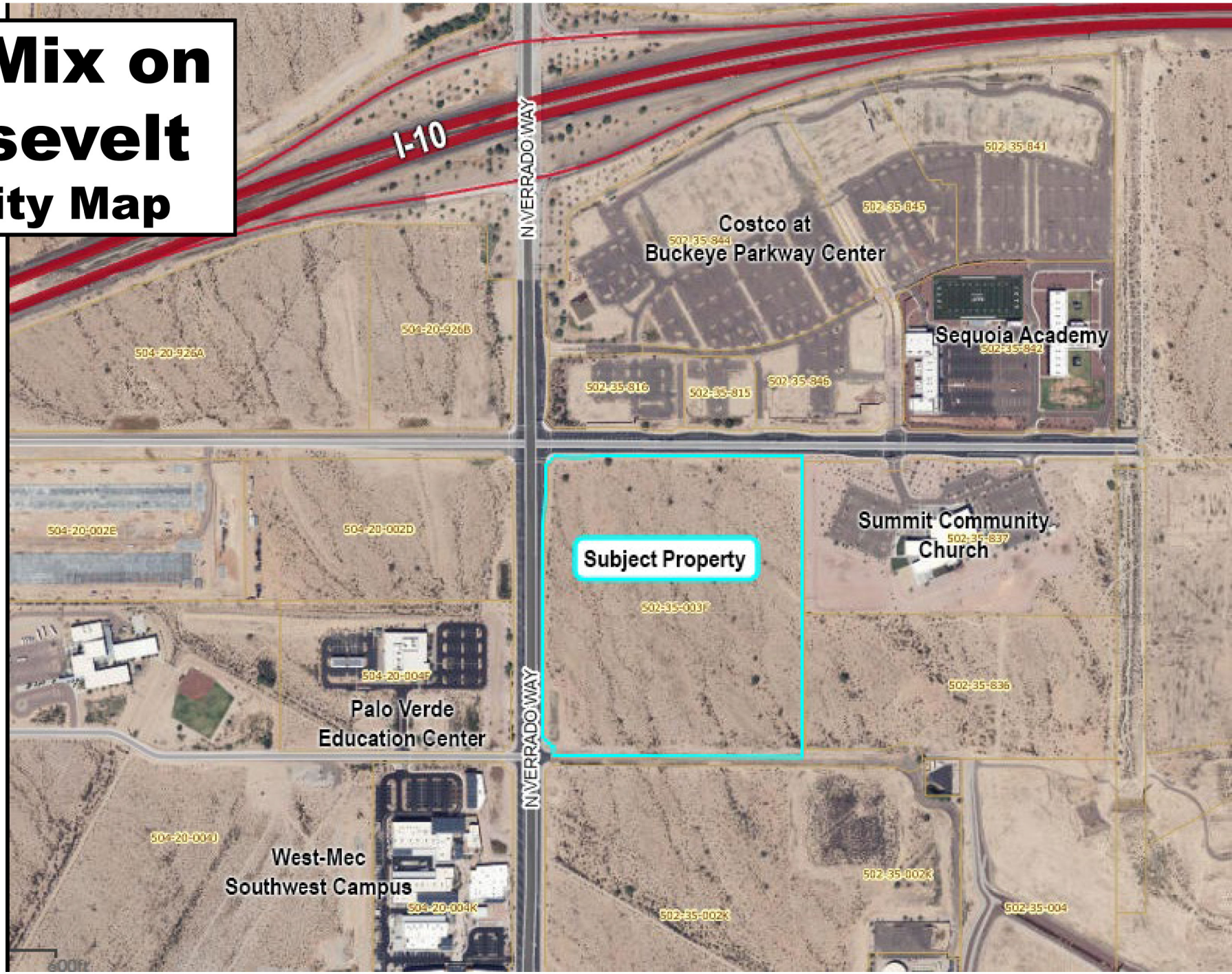
Neighborhood Meeting Sign-In Sheet

The Mix on Roosevelt
Case No. PLZZ-23-00018
Neighborhood Meeting – December 18, 2023
City of Buckeye
Summit Community Church
20555 W. Roosevelt Street Buckeye, AZ 85326

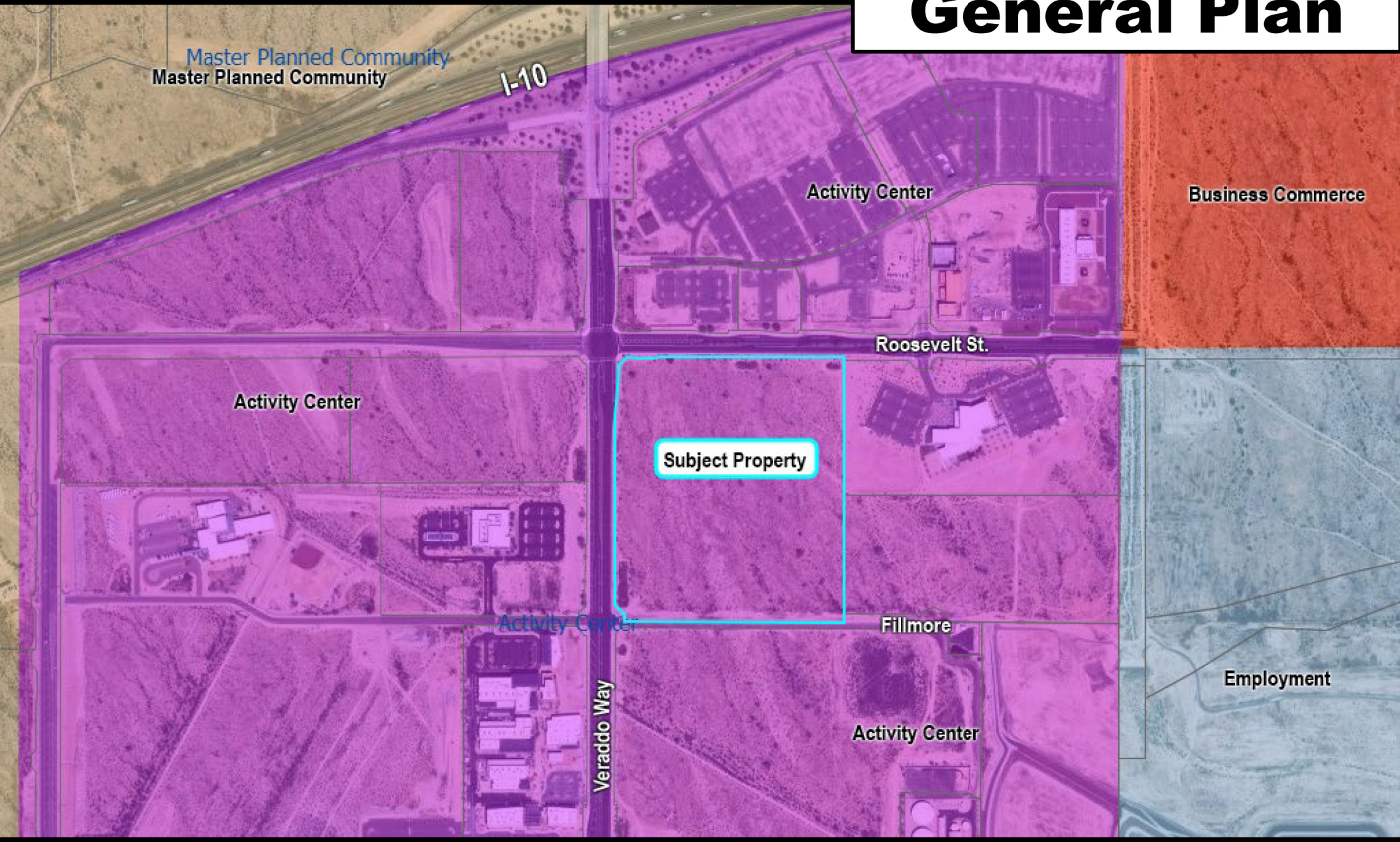
Name	Address	City & Zip Code	Phone/E-Mail
Craig Heustis	City of Buckeye	Buckeye	623-349-6945

The Mix on Roosevelt
Vicinity Map

Exhibit B



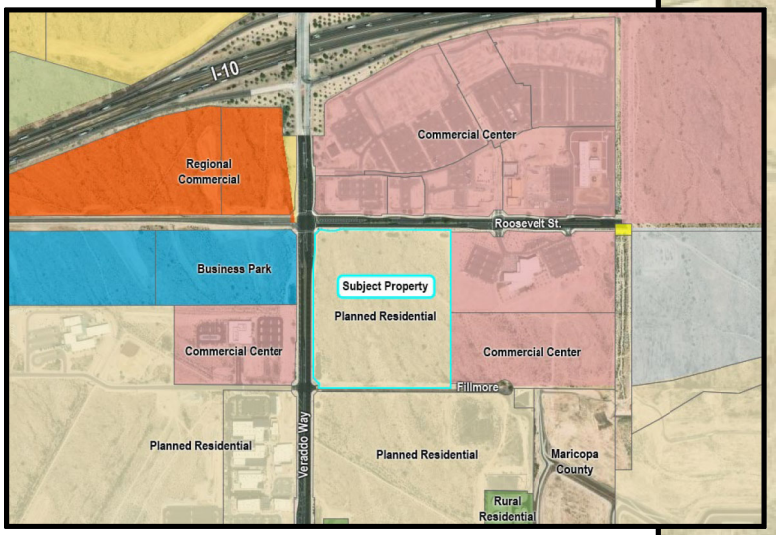
General Plan

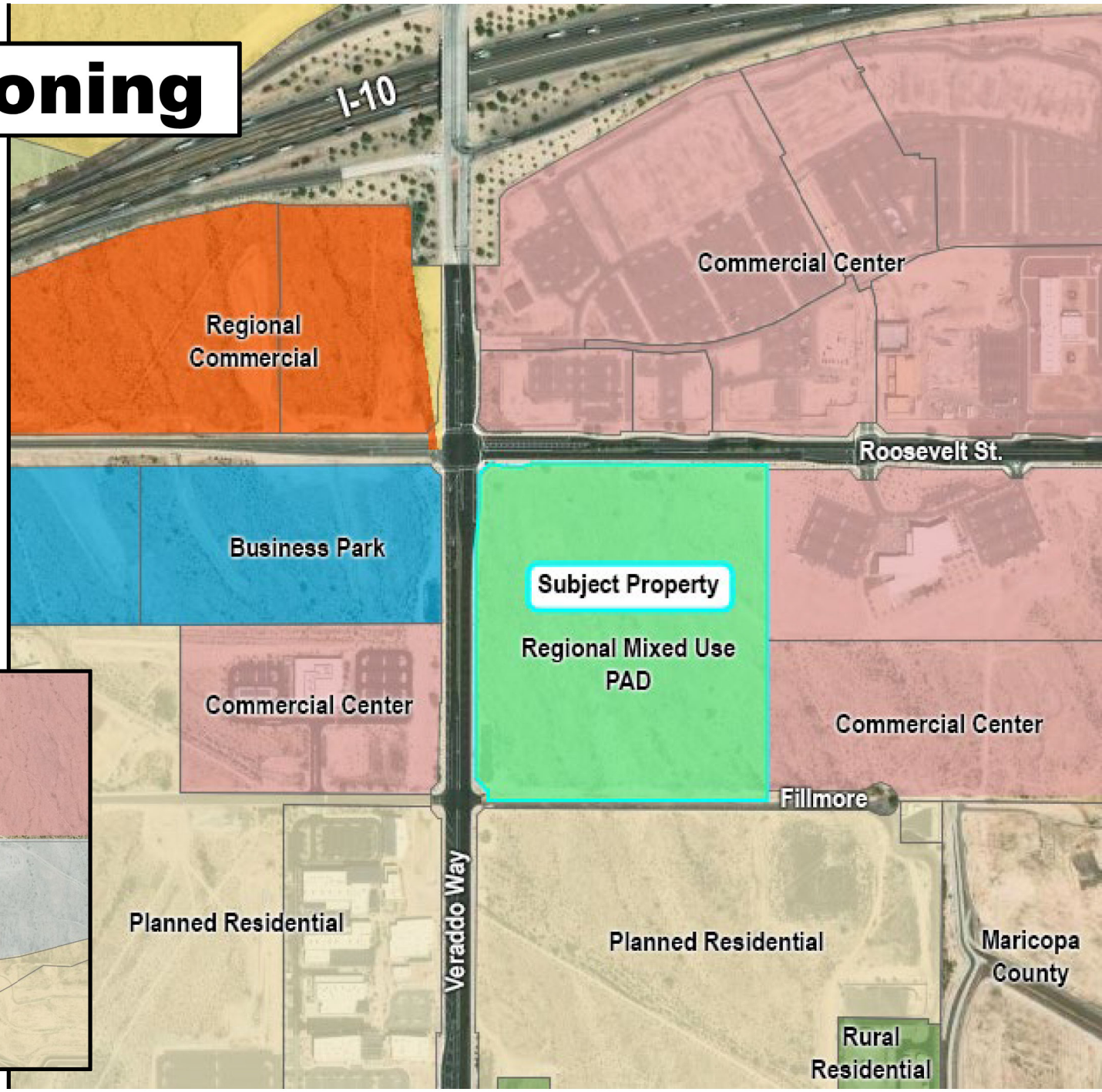


Proposed Zoning

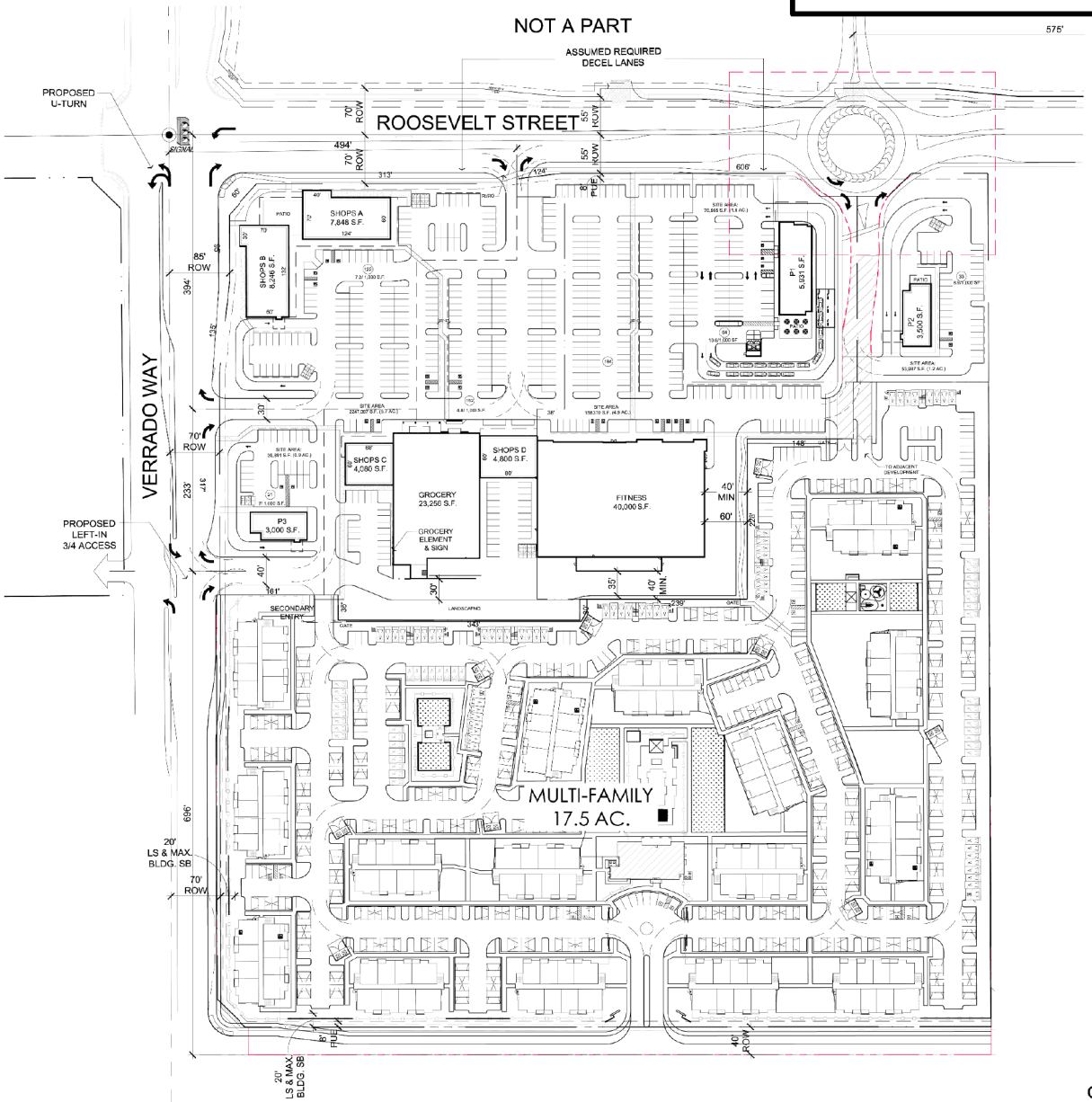
- Mixed use
- Grocer-anchored retail
- 3-Story multifamily

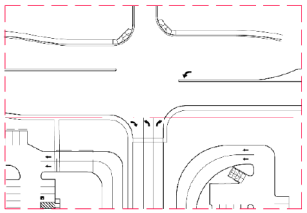
Current Zoning





Conceptual Site Plan





CONCEPTUAL ALTERNATE FULL ACCESS

CONCEPTUAL SITE PLAN

0 40' 80' 160'

SCALE: 1" = 80'

Verrado Way Frontage

B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

12/11/2023

SENT VIA U.S. REGULAR MAIL & EMAIL

Dr. Cort Monroe, Superintendent
Liberty Elementary School District
19871 West Fremont Road
Buckeye, AZ 85326

Re: Certificate of Adequate School Facilities for a Rezone Application from Planned Residential (PR) to Regional Mixed Use (RMU) with a Planned Area Development (PAD) Overlay; Application PLZZ-23-00018

Dear Dr. Monroe,

Please be advised that our office has applied for a rezone of approximately 32 acres on the southeast corner of Roosevelt St. and Verrado Way from Planned Residential (PR) to Regional Mixed Use (RMU) rezone with a Planned Area Development (PAD) overlay. The proposed horizontal mixed-use development will consist of a 13.1-acre commercial center and an apartment complex providing multifamily housing on the remaining approximately 17.5 acres, to be known as "the Mix on Roosevelt" (the "Project"). The Project is nearby Sequoia Pathfinder Academy, the West-MEC Southwest Campus, and the BUHSD Learning Center.

The property is currently zoned as PR, an obsolete zoning ordinance that allows for development at five dwelling units per acre, with increased density allowed through a subdivision process. The Project's proposed RMU classification will present a minimum density of 15 dwelling units per residential acre. The conceptual site plan (enclosed) for the Project, proposes a 394-unit apartment complex on the multi-family portion of the site for a density of 22.6 dwelling units per acre (DU/AC). The proposed rezone is compatible with the long-term planning vision of Buckeye and will adhere to the underlying general plan land uses of the Buckeye general plan, which sets a minimum density of 6 DU/AC.

As part of the rezone application, the City requests that the District complete and return the enclosed "Certificate of Adequate School Facilities" form. Please return it to me via email or mail. If you would like to discuss the Project, I can be reached via phone at 602-888-7860 or email at coberholtzer@bfsolaw.com

Sincerely,

Carolyn Oberholtzer

Enclosures
Conceptual Site Plan
Certificate of Adequate School Facilities

4343 East Camelback Road Suite 210 | Phoenix, Arizona 85018 | phone 602.888.7860 | fax 602.888.7856 | bfsolaw.com | coberholtzer@bfsolaw.com

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezone from Planned Residential (PR) to Regional Mixed Use (RMU), PAD Overlay has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Buckeye Union High School District, Liberty Elementary School District

Case No: PLZZ-23-00018 Planner: Ken Galica
Request: Rezone, PAD Overlay Acreage/Parcel Size: 32 ac.
Current Density Allowed: 5 du/ac. Density Proposed: 22.6 du/ac.
Total number of residential units proposed: 394

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☐ No ☑

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

The schools that service this area are at capacity. A school is being planned to open in August of 2025 to help alleviate overcrowding in the schools.

Is a school site within the proposed development needed? Yes ☐ No ☑
If answered yes, how many acres is needed for the school site? 15-20

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☑

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: 12-14-23

School District: Liberty ESD

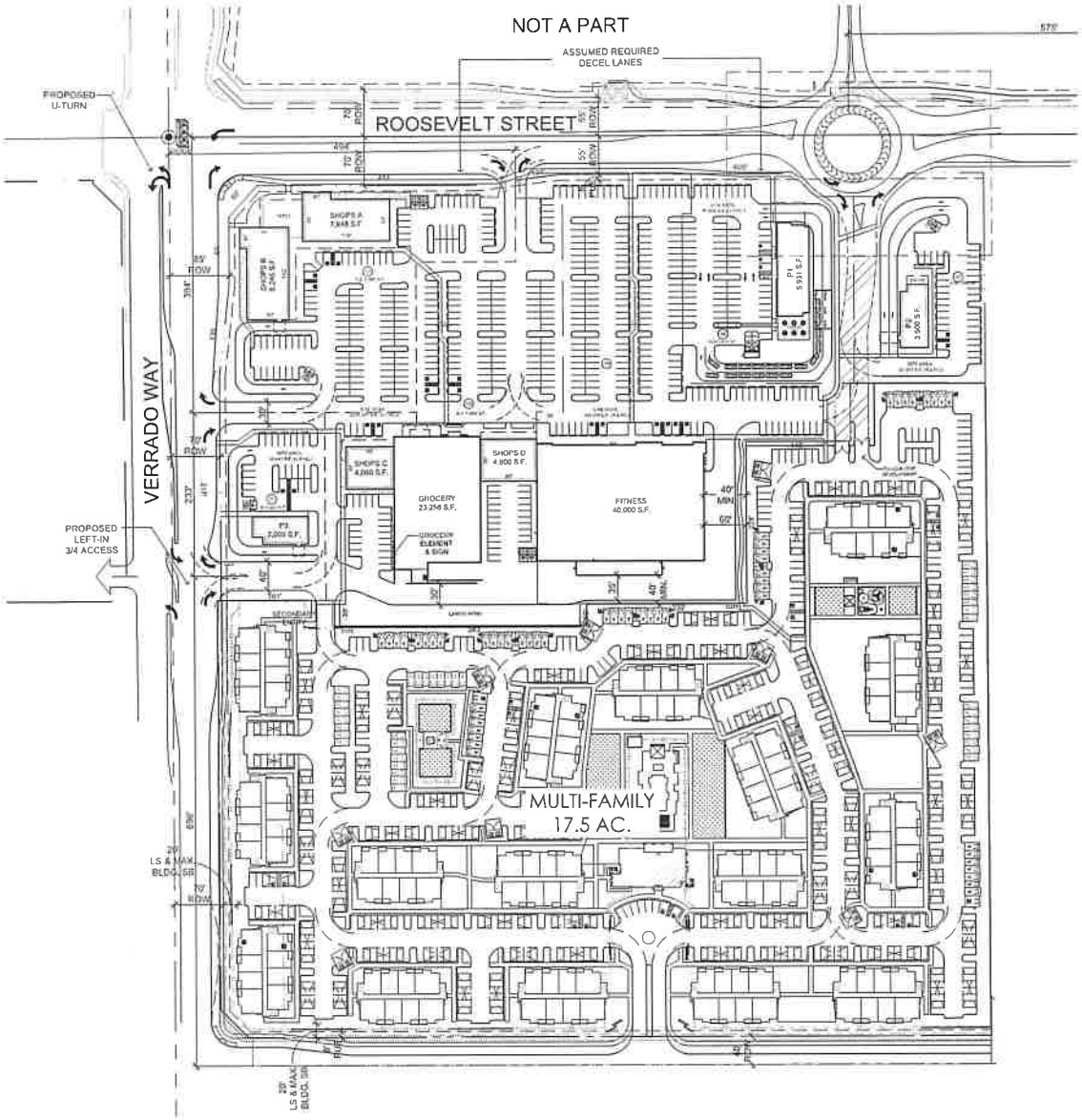
District Superintendent: Dr. Cort Monroe

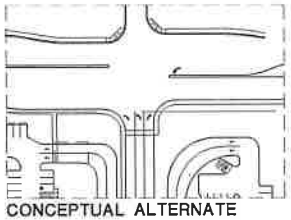
Phone #: 623-474-1001

E-mail: cmonroe@liberty25.org

Signature:

Per Section 8.15 of the City of Buckeye Development Code, prior to or within 15 days of application, the applicant must provide a request letter to the superintendents of all applicable school districts to discuss the school district's required certification. This form can be utilized to assist with this requirement.





CONCEPTUAL ALTERNATE FULL ACCESS

SITE DATA

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1/300 SF Gym (40,000 SF):	133 Spaces
1/350 SF Grocer/Large Retail (23,256 SF):	67 Spaces
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TOTAL PARKING PROVIDED:	587 SPACES PROVIDED
ADA PARKING REQUIRED:	12 SPACES
ADA PARKING PROVIDED:	19 SPACES

PROJECT TEAM

Developer / Owner
Eisenberg Company
2710 E. Camelback Rd, Suite 210
Phoenix, Arizona 85016
Contact: Ryan Amato
Ph: (602) 468-6100
ryan@ramatopc.com

Architect
Butler Design Group
5013 E. Washington St. Ste 100
Phoenix, Arizona 85034
Contact: Toby Rogers
Ph: (602) 957-1800
trogers@bdgaz.com

Landscape Architect
Laskin and Associates Inc.
5013 E. Washington St. Ste 110
Phoenix, Arizona 85034
Contact: Daniel Dodson
Ph: (602) 840-771
daniel@laskindesign.com

Civil Engineering
Hilgart Wilson
2141 E. Highland Ave. Ste 250
Phoenix, Arizona 85016
Contact: Ted B. Lutner, PE
Ph: (602) 730-3632
tlutner@hilgartwilson.com

VICINITY MAP

CONCEPTUAL SITE PLAN

SCALE: 1" = 80'

10-31-2023
23008_ST08 SUB

Eisenberg Company
Full service commercial real estate

The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

Butler Design Group, Inc
architects & planners

Attachment C

Outlook

Re: Certificate of Adequate School Facilities - BUHSD

From Quinne Daoust <qdaoust@bfsolaw.com>
Date Mon 9/30/2024 1:33 PM
To Jeff Simmons <Jeff.Simmons@buhsd.org>

1 attachments (43 KB)
BUHSD Form Rooftop Donation Agreement_BFSO 09-30-24.docx;

Mr. Simmons,

I hope this email finds you well. Last fall, we had originally corresponded on a School District Donation Agreement in connection with our office's rezone application submittal to accommodate a 394-unit market-rate apartment complex called The Mix at Roosevelt at the southeast corner of Roosevelt and Verrado Way. Alliance Residential will be closing on the project around second quarter next year, and would be able to execute the agreement at that time. Ahead of that, we wanted to provide our markup of the donation agreement you provided for your review. We made clarifications specific to the rezoning which is limited to multi-family and related revisions to the timing of payment (shifting to C of O from building permit). Please let us know once you've had the chance to review and if there are any additional questions we can answer regarding our project.

Thank you,
Quinne Daoust

Quinne Daoust, Esq.
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4343 East Camelback Road, Suite 210
Phoenix, Arizona 85018
Office: 602.888.7864
Cell: 480.510.8682

B | F | S | O

Visit us at www.bfsolaw.com

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From: Jeff Simmons <Jeff.Simmons@buhsd.org>
Sent: Wednesday, January 3, 2024 9:37 AM
To: Quinne Daoust <qdaoust@bfsolaw.com>
Subject: RE: Certificate of Adequate School Facilities - BUHSD

Here is the Word document version. Thanks.

Jeff

Jeff Simmons
Associate Superintendent of Operations & Finance
District Office

623.269.1010
jeff.simmons@buhsd.org
www.buhsd.org
1000 E. Narramore Ave
Buckeye, AZ 85326

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From: Quinne Daoust <qdaoust@bfsolaw.com>
Sent: Monday, December 18, 2023 10:45 AM
To: Jeff Simmons <Jeff.Simmons@buhsd.org>; MaryLou Martinez <MaryLou.Martinez@buhsd.org>
Cc: Caleb Weeks <cweeks@bfsolaw.com>; Beth Strickler <estrickler@liberty25.org>; Carolyn Oberholtzer <coberholtzer@bfsolaw.com>
Subject: Re: Certificate of Adequate School Facilities - BUHSD

⚠️ **EXTERNAL SENDER** ⚠️

Good Morning Jeff,

Could you send over a version of this agreement in word doc? It'll help us to get this reviewed and returned.

Thank you,

Quinne

Quinne Daoust, Esq.
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4343 East Camelback Road, Suite 210
Phoenix, Arizona 85018
Office: 602.888.7864
Cell: 480.510.8682

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From: Jeff Simmons <Jeff.Simmons@buhsd.org>
Sent: Wednesday, December 13, 2023 3:36 PM
To: Quinne Daoust <qdaoust@bfsolaw.com>; MaryLou Martinez <MaryLou.Martinez@buhsd.org>
Cc: Caleb Weeks <cweeks@bfsolaw.com>; Beth Strickler <estrickler@liberty25.org>
Subject: RE: Certificate of Adequate School Facilities - BUHSD

Good afternoon Quinne,

I don't believe we have a signed developer agreement for this development. Can you get this reviewed and executed on your end? Thanks.

Jeff

Jeff Simmons
Associate Superintendent of Operations & Finance
District Office

623.269.1010
jeff.simmons@buhsd.org
www.buhsd.org
1000 E. Narramore Ave
Buckeye, AZ 85326

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From: Quinne Daoust <qdaoust@bfsolaw.com>
Sent: Tuesday, December 12, 2023 3:15 PM
To: Jeff Simmons <Jeff.Simmons@buhsd.org>; MaryLou Martinez <MaryLou.Martinez@buhsd.org>
Cc: Caleb Weeks <cweeks@bfsolaw.com>
Subject: Certificate of Adequate School Facilities - BUHSD

⚠️ **EXTERNAL SENDER** ⚠️

Mr. Simmons,

I hope this email finds you well. Please see the attached for information regarding a rezone application our office has submitted to be located within the Buckeye Union High School District.

Please don't hesitate to reach out with any questions or concerns.

Best,

Quinne Daoust

Quinne Daoust, Esq.
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4343 East Camelback Road, Suite 210
Phoenix, Arizona 85018
Direct: 602.888.7869
Fax: 602.888.7856

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B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

12/11/2023

SENT VIA U.S. REGULAR MAIL & EMAIL

Jeff Simmons, Associate Superintendent
Buckeye Union High School District
1000 E. Narramore Ave.
Buckeye, AZ 85326

Re: Certificate of Adequate School Facilities for a Rezone Application from Planned Residential (PR) to Regional Mixed Use (RMU) with a Planned Area Development (PAD) Overlay; Application PLZZ-23-00018

Dear Mr. Simmons,

Please be advised that our office has applied for a rezone of approximately 32 acres on the southeast corner of Roosevelt St. and Verrado Way from Planned Residential (PR) to Regional Mixed Use (RMU) rezone with a Planned Area Development (PAD) overlay. The proposed horizontal mixed-use development will consist of a 13.1-acre commercial center and an apartment complex providing multifamily housing on the remaining approximately 17.5 acres, to be known as "the Mix on Roosevelt" (the "Project"). The Project is nearby Sequoia Pathfinder Academy, the West-MEC Southwest Campus, and the BUHSD Learning Center.

The property is currently zoned as PR, an obsolete zoning ordinance that allows for development at five dwelling units per acre, with increased density allowed through a subdivision process. The Project's proposed RMU classification will present a minimum density of 15 dwelling units per residential acre. The conceptual site plan (enclosed) for the Project, proposes a 394-unit apartment complex on the multi-family portion of the site for a density of 22.6 dwelling units per acre (DU/AC). The proposed rezone is compatible with the long-term planning vision of Buckeye and will adhere to the underlying general plan land uses of the Buckeye general plan, which sets a minimum density of 6 DU/AC.

As part of the rezone application, the City requests that the District complete and return the enclosed "Certificate of Adequate School Facilities" form. Please return it to me via email or mail. If you would like to discuss the Project, I can be reached via phone at 602-888-7860 or email at coberholtzer@bfsolaw.com

Sincerely,

Carolyn Oberholtzer

Enclosures
Conceptual Site Plan
Certificate of Adequate School Facilities

4343 East Camelback Road Suite 210 | Phoenix, Arizona 85018 | phone 602.888.7860 | fax 602.888.7856 | bfsolaw.com | coberholtzer@bfsolaw.com

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-23-00018
Project Name:
Applicant Name: BFSO
Location: SEC Verrado Way and Roosevelt St

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: Meghan Liggett

SUBSCRIBED AND SWORN before me on 10/01/24

Notary Public:

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

My Commission Expires:

10-25-24

CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: October 22, 2024 at 6:00 PM
CITY COUNCIL: November 19,2024 at 6:00 PM
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 EAST MONROE AVENUE, BUCKEYE, AZ 85326
REQUEST: Rezoning application for a horizonal mixed-use project consisting of a multi-family community (± 17.36 acres) and commercial center (± 12.74 acres)
PROPOSAL: A Rezone from Planned Residential (PR) to Planned Area Development (PAD) to allow for a mix of residential and commercial uses, with a unique set of development standards to support the City's vision for the Buckeye Gateway Activity Center
GENERAL LOCATION: Southeast Corner of Roosevelt Street and Verrado Way
SIZE: ± 32 Acres
CASE #: PLZZ-23-00018
Applicant/Contact: Caleb Weeks
PHONE: 608-888-7855
Development Services Department: Ken Galica
PHONE #: 623-349-6214
POSTING DATE: 10/01/2024
Costco Wholesale
Maps
October 1, 2024 at 6:12 AM
+33.457310,-112.502545
W Roosevelt St
Buckeye AZ 85326
United States

CITY OF BUCKEYE
PUBLIC HEARING
PLANNING AND ZONING COMMISSION: October 22, 2024 at 6:00 PM
CITY COUNCIL: November 19,2024 at 6:00 PM
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 EAST MONROE AVENUE, BUCKEYE, AZ 85326
REQUEST: Rezoning application for a horizonal mixed-use project consisting of a multi-family community (± 17.36 acres) and commercial center (± 12.74 acres)
PROPOSAL: A Rezone from Planned Residential (PR) to Planned Area Development (PAD) to allow for a mix of residential and commercial uses, with a unique set of development standards to support the City's vision for the Buckeye Gateway Activity Center
GENERAL LOCATION: Southeast Corner of Roosevelt Street and Verrado Way
SIZE: ± 32 Acres
CASE #: PLZZ-23-00018
Applicant/Contact: Caleb Weeks
PHONE: 608-888-7855
Development Services Department: Ken Galica
PHONE #: 623-349-6214
POSTING DATE: 10/01/2024
October 1, 2024 at 5:59 AM
+33.455520,-112.504086
N Verrado Way
Buckeye AZ 85326
United States
Maps

Attachment E

Your Source Public Notices for the latest...

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, October 22nd, 2024, 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 (Case No. PLZZ-23-00018)

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, November 19th, 2024, 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 (Case No. PLZZ-23-00018)

Case No. PLZZ-23-00018: Request by Bergin, Frakes, Smalley & Oberholtzer PLLC, for the approval of a PAD Rezoning request of approximately 32± acres located at the southeast corner of Verrado Way and Roosevelt Street in Buckeye, Arizona also known as Maricopa County Assessor's Parcel Number 502-35-003F. This request will change the zoning from PR (planned residential) to PAD (planned area development) to allow for a mix of residential and commercial uses, with a unique set of development standards to support the City's vision for the Buckeye Gateway Activity Center.

For additional information, please see below contact information for the City of Buckeye and the Applicant:

Ken Galica: Planning Manager, City of Buckeye: (623) 349-6214

Caleb Weeks: Senior Planner, Bergin, Frakes, Smalley & Oberholtzer PLLC: (602) 888-7855

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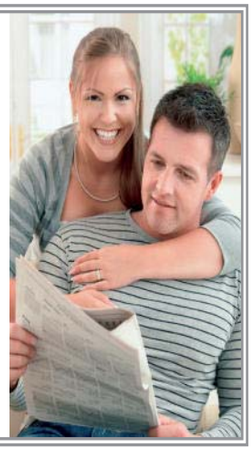


CITY OF GLENDALE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City of Glendale City Council will hold a public hearing on October 22, 2024, at 5:30 p.m. in the Glendale Civic Center, 5750 Glenn Drive, Glendale, Arizona, 85301, to hear the following:

AN-261 CROW 303 AZ:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7, FROM WHICH THE CENTER OF SAID SECTION 7, BEING A FOUND IRON BAR, BEARS SOUTH 00°15'07" EAST A DISTANCE OF 2623.40 FEET;

THENCE SOUTH 00°15'07" EAST, A DISTANCE OF 1311.70 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 89°55'22" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OD SAID SECTION 7, DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°55'22" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1279.99 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 00°13'08" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 329.26 FEET;

THENCE SOUTH 89°58'50" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1039.79 FEET;

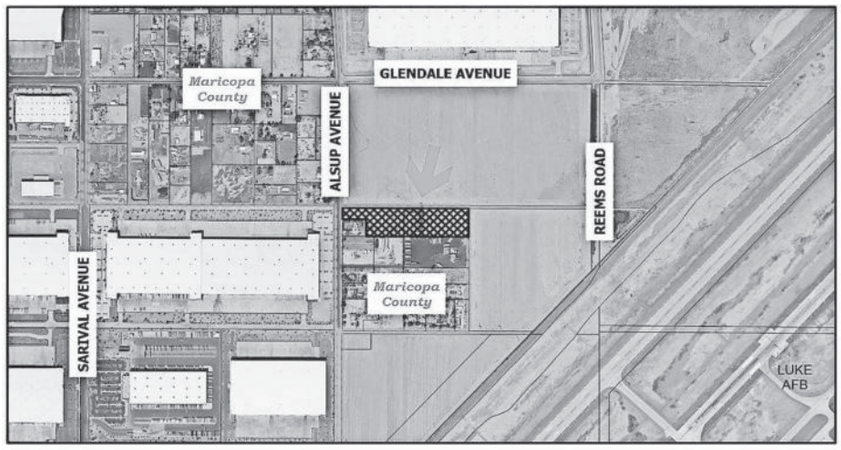
THENCE NORTH 00°15'07" WEST, A DISTANCE OF 182.00 FEET;

THENCE SOUTH 89°58'50" WEST, A DISTANCE OF 240.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 00°15'07" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 145.96 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 8.65 ACRES±.

The above-described parcel contains a computed area of approximately 9 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.

The area described above encompasses approximately 9 acres and includes private property. Staff Contact: Alex Lerma, Senior Planner, City of Glendale alerma@glendaleaz.com (623) 930-2810.

ZON24-03- CROW 303 AZ - A request by Michael Buschbacher on behalf of Earl and Curley, representing Luke 303 LLC, to allow the expansion of the existing Crow 303 AZ PAD (ZON21-26) development area for approximately nine (9) additional acres. The request is to rezone approximately 9 acres from RR-45 (Rural Residential) to PAD (Planned Area Development). The site is located at the southeast corner of Alsup Avenue and Ocotillo Road and is in the Yucca Council District. Staff Contact: Alex Lerma, Senior Planner, 623-930-2810.

Copies of all applications, exhibits, and documents are available for public review after 6:00 p.m. the Friday before the public hearing at the Development Services Department, 5754 West Glenn Drive, Glendale, Arizona, between the hours of 8:00 a.m. and 5:00 p.m. weekdays or available online at https://www.glendaleaz.com/cms/one.aspx?pageId=15331862.

For further information, please call the case staff contact at the number listed above or (623) 930- 2800. Interested parties are invited to attend and participate in the public hearing.

FOR SPECIAL ACCOMMODATIONS - Please contact Tawanda Walker-Hall at (623) 930-3914 or twalker@glendaleaz.com at least three working days prior to the meeting if you require special accommodations due to a disability. Hearing-impaired persons should call (623) 930-2197.

CITY OF GLENDALE
Kevin R. Phelps
City Manager

Publish: **October 2, 2024**
The Arizona Republic

AR-40360393

ADVERTISE HERE
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Affidavit of Mailing Notice

Case Number: PLZZ-23-00018

Project Name: the Mix on Roosevelt

Applicant Name: Bergin, Frakes, Smalley & Oberholtzer, PLLC

Location: SEC Roosevelt and Verrado

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 3rd day of October, 2024, by:

_____
Notary Public

LAUREN TROBAUGH
Notary Public, State of Arizona
Maricopa County
Commission # 629454
My Commission Expires
June 01, 2026

My Commission Expires:

June 1, 2026

B | F | S | O

BERGIN, FRAKES, SMALLEY & OBERHOLTZER

October 3, 2024

SENT VIA REGULAR U.S. MAIL

Re: A Rezone Request from Planned Residential (PR) to Planned Area Development (PAD) to Allow for the Development of a Horizontal Mixed Use Commercial and Multi-family Project on the Southeast Corner of Verrado and Roosevelt, Zoning Case No. PLZZ-23-00018

Dear Property Owner or Association Representative,

This letter is to inform you of public hearings for a rezone request on approximately 32± acres located at the southeast corner of Verrado Way and Roosevelt Street, also known as APN: 502-35-003F (the "Property"). Bergin, Frakes, Smalley & Oberholtzer represents the developer of the project, Eisenberg Company, and is seeking to rezone the Property from Planned Residential (PR) to Planned Area Development (PAD) to allow for the development of a horizontally mixed-use project consisting of a commercial center and multi-family apartment complex, to be known as The Mix on Roosevelt (the "Project"). The Project will utilize the PAD district to create a unique set of development standards and restrict uses in line with the City's vision for the Buckeye Gateway Activity Center. The calendared hearing dates for the Rezoning are as follows:

PLANNING AND ZONING COMMISSION
Date: Tuesday, October 22, 2024
Time: 6:00 P.M.
Location: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326

CITY COUNCIL
Date: Tuesday, November 19, 2024
Time: 6:00 P.M.
Location: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326

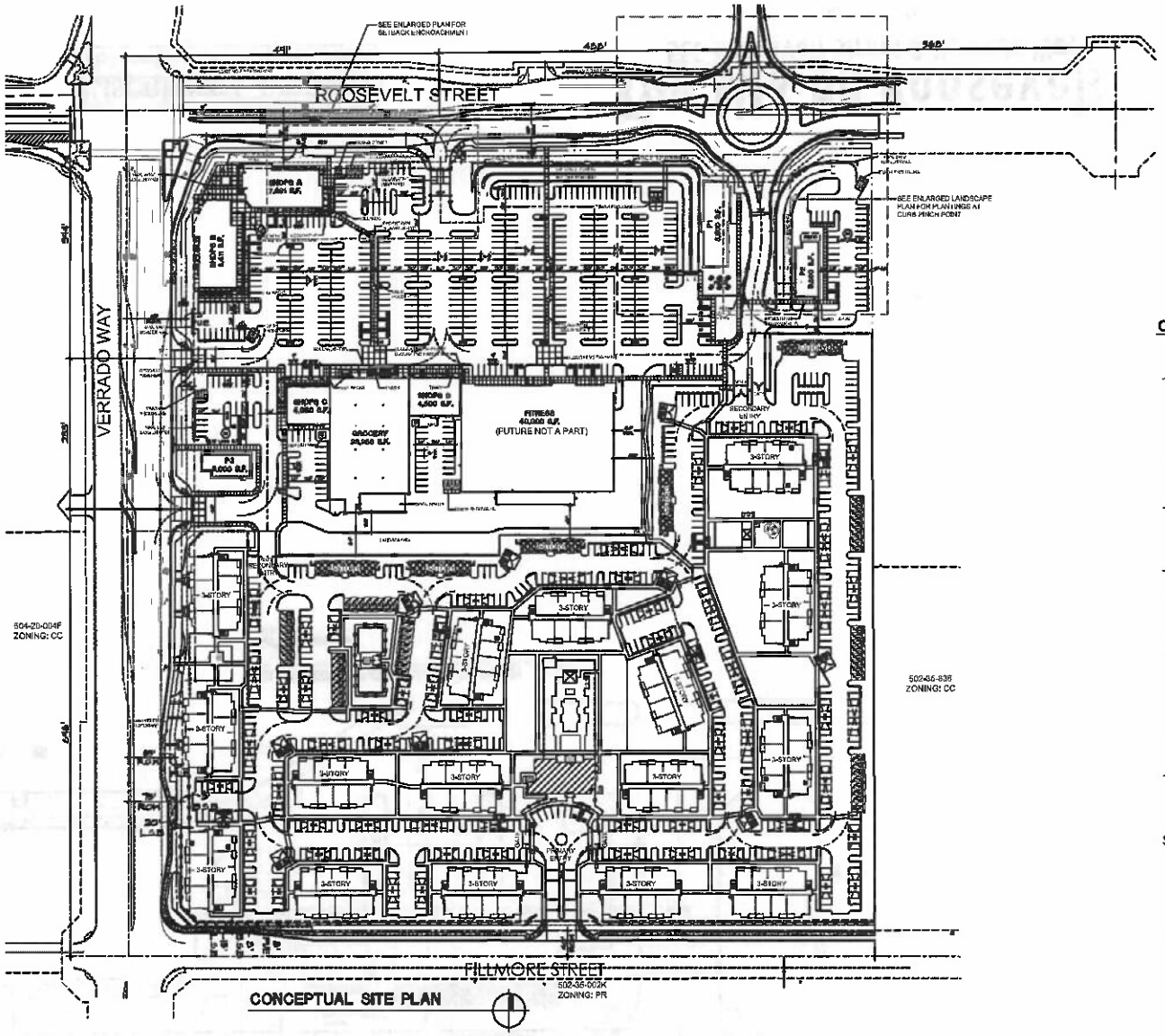
If you wish to provide input on this matter, you may attend the Planning and Zoning Commission Hearing or City Council meetings. Alternatively, you can provide input, comments or questions directly to Caleb Weeks, Senior Planner with Bergin, Frakes, Smalley & Oberholtzer PLLC at cweeks@bfsolaw.com or 602-888-7871. You may also contact City of Buckeye Planning Manager, Ken Galica at 623-349-6214 or by email at kgalica@buckeyeaz.gov subject "PLZZ-23-00018 – SEC of Verrado and Roosevelt – rezone request."

Sincerely,

Caleb Weeks, Senior Planner

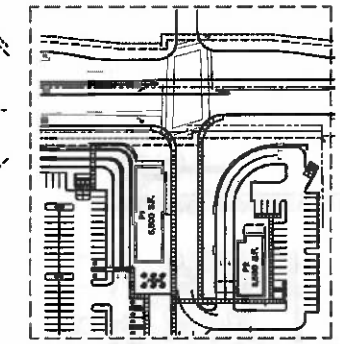
Enclosure(s) – Conceptual Site Plan

4343 East Camelback Road Suite 210 | Phoenix, Arizona 85018 | phone 602.888.7871 | fax 602.888.7856 | bfsolaw.com | cweeks@bfsolaw.com



CONCEPTUAL SITE PLAN

SCALE: 1" = 80'



CONCEPTUAL ALTERNATE FULL ACCESS

CITY OF BUCKEYE NOTES

THE CITY HAS REVIEWED THE PLAN FOR CONCEPT ONLY. THE APPLICANT/OWNER ACKNOWLEDGE THAT LOCATIONS AND/OR DESIGN OF BUILDINGS, ACCESS, PARKING, AND/OR ANY OTHER SITE FEATURES MAY BE SUBJECT TO MODIFICATION BASED UPON CITY COMMENTS PROVIDED WHEN A SITE PLAN APPLICATION IS FILED FOR THE PROPERTY.

PROJECT SHALL COMPLY WITH CITY OF BUCKEYE ENGINEERING STANDARDS AND REQUIREMENTS.

LEGAL DESCRIPTION

SECTION 06, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA-SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

PROJECT TEAM

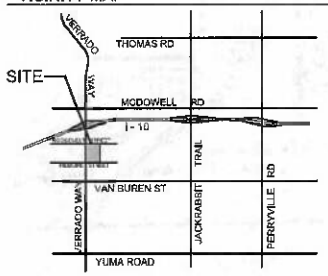
Developer / Owner
Eisenberg Company
2710 E. Camelback Rd. Suite 210
Phoenix, Arizona 85016
Contact: Ryan Amato
Ph: (602) 468-5100
ryan@ramatopc.com

Architect
Butler Design Group
5013 E. Washington St. Ste 100
Phoenix, Arizona 85034
Contact: Toby Rogers
Ph: (602) 957-1900
trogers@bdgaz.com

Landscape Architect
Laskin and Associates Inc.
5013 E. Washington St. Ste 110
Phoenix, Arizona 85034
Contact: Daniel Dodson
Ph: (602) 840-771
daniel@laskindesign.com

Civil Engineering
Hilgart Wilson
2141 E. Highland Ave. Ste 250
Phoenix, Arizona 85016
Contact: Ted B. Luther, PE
Ph: (602) 730-3632
tluther@hilgartwilson.com

VICINITY MAP



SITE DATA

Existing Zoning:	PR
Proposed Zoning:	PAD
APN #:	502-36-003F
Gross Site Area:	+/- 1,540,784 S.F. (35.37 AC.)
Site Area:	+/- 1,386,507 S.F. (31.84 AC.)
MF Net Site Area:	756,114 S.F. (17.36 AC.)
Commercial Net Site Area:	554,945 S.F. (12.74 AC.)
ROW Dedication:	75,440 S.F. (1.74 AC.)

COMMERCIAL SITE DATA:

Commercial Net Site Area:	554,945 S.F. (12.74 AC.)
Total Building Area:	100,538 S.F.
Building Coverage:	18.12%
Total Landscape Area:	112,700 S.F. (2.59 AC.)
Landscape Coverage:	20.3%

Building Setback	Required	Provided
Verrado Way:	20' (Adj. to Residential)	8'
Roosevelt Street:	20' (Adj. to Residential)	8'
Fillmore Street:	20' (Adj. to Residential)	N/A

Building Height: 80'

PARKING REQUIRED:

1/100 SF + Stacking (12,097 SF):	121 Spaces
1/300 SF Retail (25,292 SF):	84 Spaces
1/300 SF Gym (40,000 SF):	133 Spaces
1/350 SF Grocer/Large Retail (23,256 SF):	67 Spaces
TOTAL PARKING REQUIRED:	405 SPACES REQ.
TOTAL PARKING PROVIDED:	561 SPACES PROVIDED

ADA PARKING REQUIRED:	12 SPACES
ADA PARKING PROVIDED:	27 SPACES

MULTI-FAMILY SITE DATA:

ZONING:	EXISTING: PR (OBSOLETE) PROPOSED: MF-2
APN:	A PORTION OF 502-35-003F
SITE AREA:	NET: 17.36 AC (756,114 SF) GROSS: 19.52 AC (850,168 SF)
DENSITY:	REQUIRED: NO MAX, 15.1 DU/AC MIN. PROPOSED: 22.72 DU/AC (394 UNITS / 17.36 NET AC)
BLDG. HEIGHT:	MAX. BLDG HEIGHT: UNLIMITED PROVIDED: ±38' MIN.
OPEN SPACE:	REQUIRED: 15% OF NET SITE AREA 756,114 SF x 15% = 113,417 SF REQUIRED PROVIDED: +/- 150,000 SF

BUILDING INFORMATION:

DWELLING UNIT MIX:
1 BEDROOM = 250 (63%)
2 BEDROOM = 144 (37%)
TOTAL UNITS = 394

ACCESSIBLE UNITS:
REQUIRED: 394 X .02 = 8 UNITS
PROVIDED: 8 UNITS ANSI TYPE A (GROUND FLOOR)

BUILDING MIX:
(16) BUILDING TYPE 1 (3 STORIES X 8 UNITS PER STORY)
1 BED = 16 UNITS
2 BED = 8 UNITS
TOTAL = 24 UNITS PER BLDG

(5) BUILDING TYPE 2 (2 STORIES X 2 UNITS 2ND STORY ONLY)
1 BED = 2 UNITS
2 BED = 0 UNITS
TOTAL = 2 UNITS PER BLDG

VEHICLE PARKING REQUIRED:

1 BEDROOM: 250 UNITS x 1.0 PS =	250 SPACES
2 BEDROOM: 144 UNITS x 1.5 PS =	216 SPACES
REQUIRED RESIDENT SPACES	466 SPACES
GUEST: 466 SPACES / 5 =	94 SPACES
TOTAL REQUIRED =	560 SPACES (1.42 PS/UNIT)
ACCESSIBLE: 2% OF TOTAL =	12 (INCLUDED IN TOTAL)

PARKING PROVIDED:

SURFACE OPEN =	201 SPACES
SURFACE COVERED =	398 SPACES
GARAGE =	96 SPACES
TOTAL =	695 SPACES (1.76 PS/UNIT)

(16 ACCESSIBLE PROVIDED, INCLUDED IN TOTAL ABOVE)

08-30-2024
23008_ST28

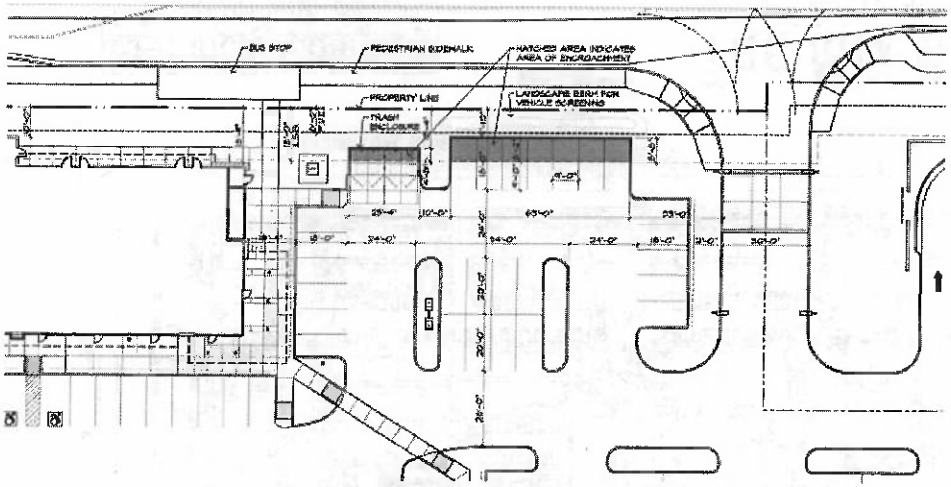
Eisenberg Company
Full service commercial real estate

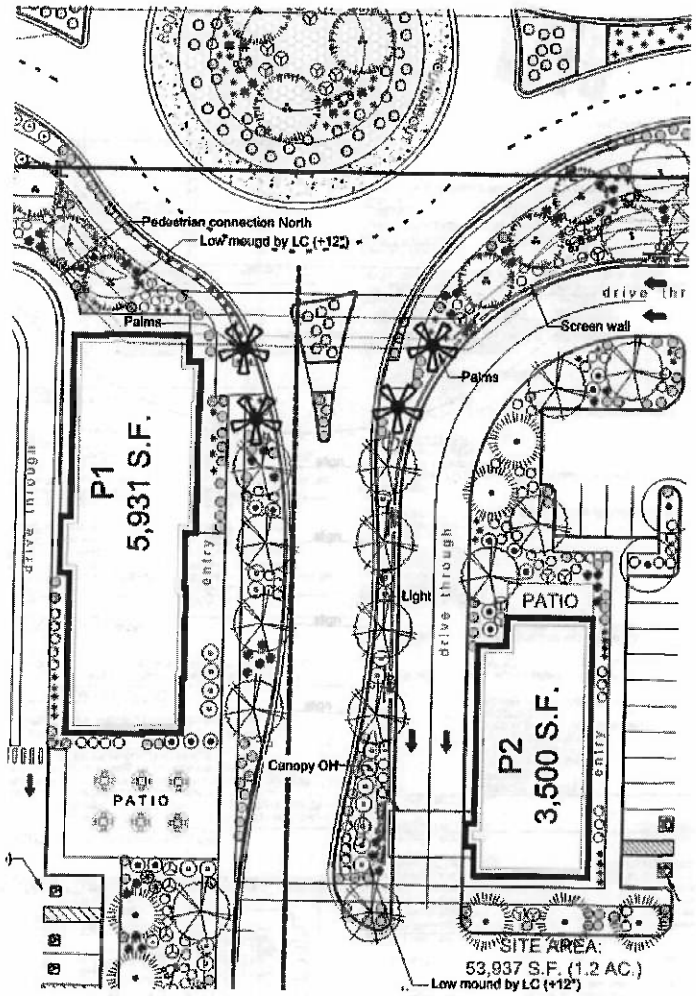
The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

Butler Design Group, Inc
architects & planners





ENLARGED CONCEPTUAL LANDSCAPE PLAN

SCALE: 1" = 20'

07-31-2024
23008_BT22

Eisenberg Company
Full service commercial real estate

The MIX on Roosevelt

SEC Roosevelt Street & Verrado Way

Buckeye, Arizona

Butler Design Group, Inc
architects & planners

BUCKEYE UNION HIGH SCHOOL DISTRICT 201
1000 E NARRAMORE AVE
BUCKEYE, AZ 85326

BANNER HEALTH
2901 N CENTRAL AVE STE 160
PHOENIX, AZ 85012

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SUMMIT COMMUNITY LUTHERAN CHURCH
14545 W INDIAN SCHOOL RD STE 900
GOODYEAR, AZ 85395

SUMMIT COMMUNITY LUTHERAN CHURCH
14545 W INDIAN SCHOOL RD STE 900
GOODYEAR, AZ 85395

SEQUOIA BUCKEYE LLC
1460 S HORNE
MESA, AZ 85204

COSTCO WHOLESALE CORPORATION
999 LAKE DR
ISSAQUAH, WA 98027

NEVADA HOLDING CO LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

ARIZONA PUBLIC SERVICE COMPANY
PO BOX 53999 MS 9565
PHOENIX, AZ 85072

HIGH SCHOOL BUCKEYE UNION DIST 201
902 EASON AVE
BUCKEYE, AZ 85326

WESTERN MARICOPA EDUCATION CENTER DIST NO 402
4949 W INDIAN SCHOOL RD
PHOENIX, AZ 85301

SUNBELT LAND HOLDINGS LP
8095 OTHELLO AVE
SAN DIEGO, CA 92111

SIMONCRE SUMMIT III LLC
6900 E 2ND ST
SCOTTSDALE, AZ 85251

Arizona Department of Transportation
205 S 17th Ave Mail Drop 612E
Phoenix, AZ 85007

Maricopa Association of Governments
ATTN: Scott Wilken
302 N. 1st Avenue
Phoenix, AZ 85003

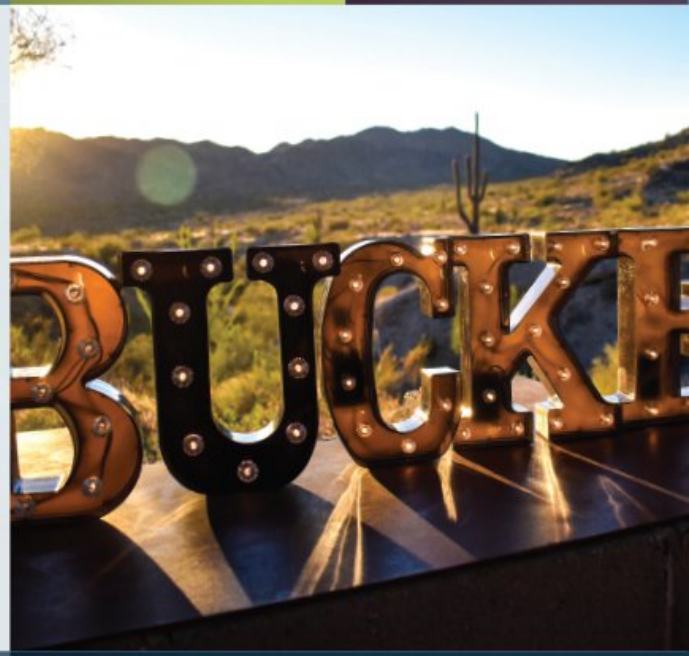
Maricopa Association of Governments
ATTN: Kurt Cotner
302 N. 1st Avenue
Phoenix, AZ 85003

Maricopa Association of Governments
ATTN: Alex Garza Navarro
302 N. 1st Avenue
Phoenix, AZ 85003

Luke Air Force Base
ATTN: Jennifer Rahn
56 FW/CVE 14185 Falcon St
Luke AFB, AZ 85309-1629

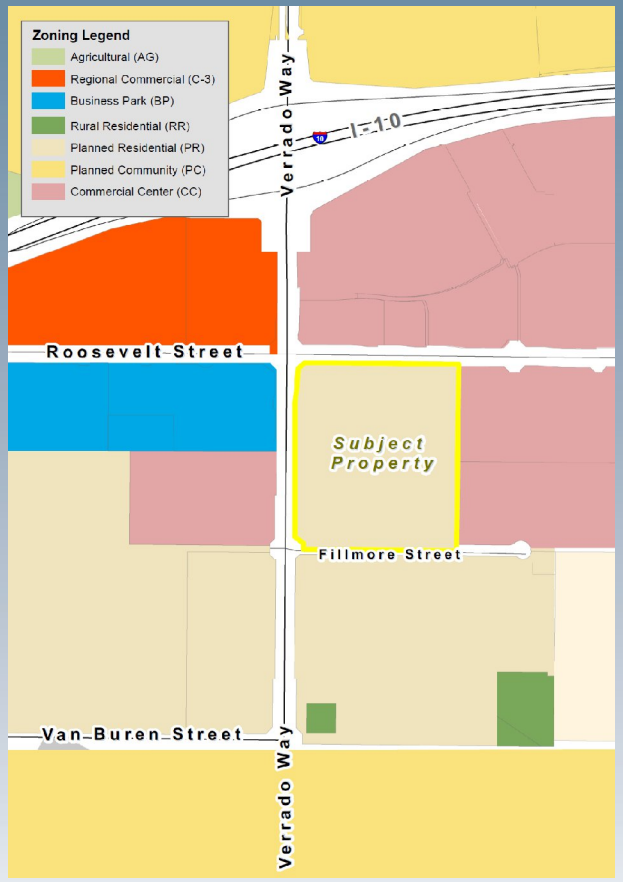
The Mix on Roosevelt
Rezoning

City Council Meeting
November 19, 2024
Case PLZZ-23-00018

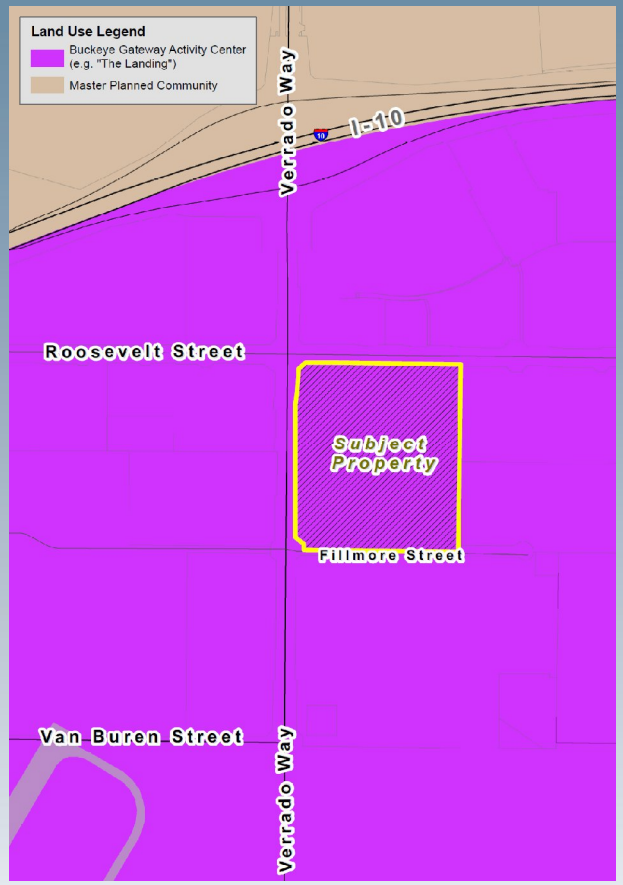


BUCKEYE, AZ
buckeyeaz.gov

Aerial



Zoning Map



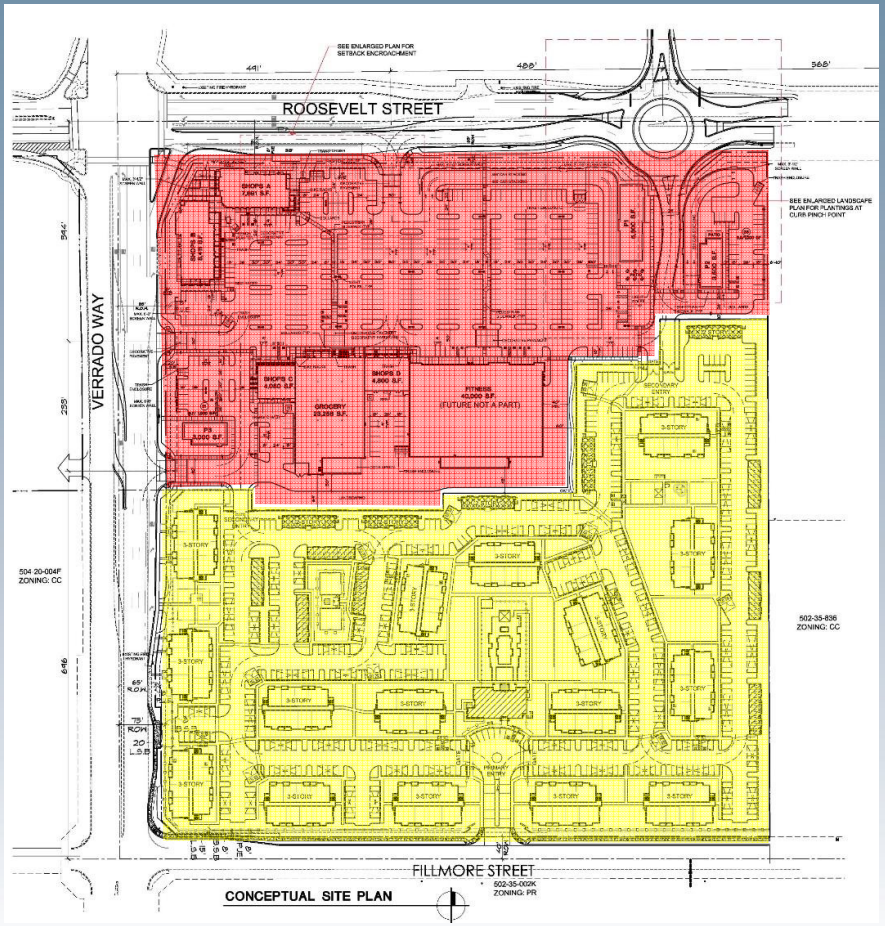
General Plan LU Map

N

BUCKEYE, AZ

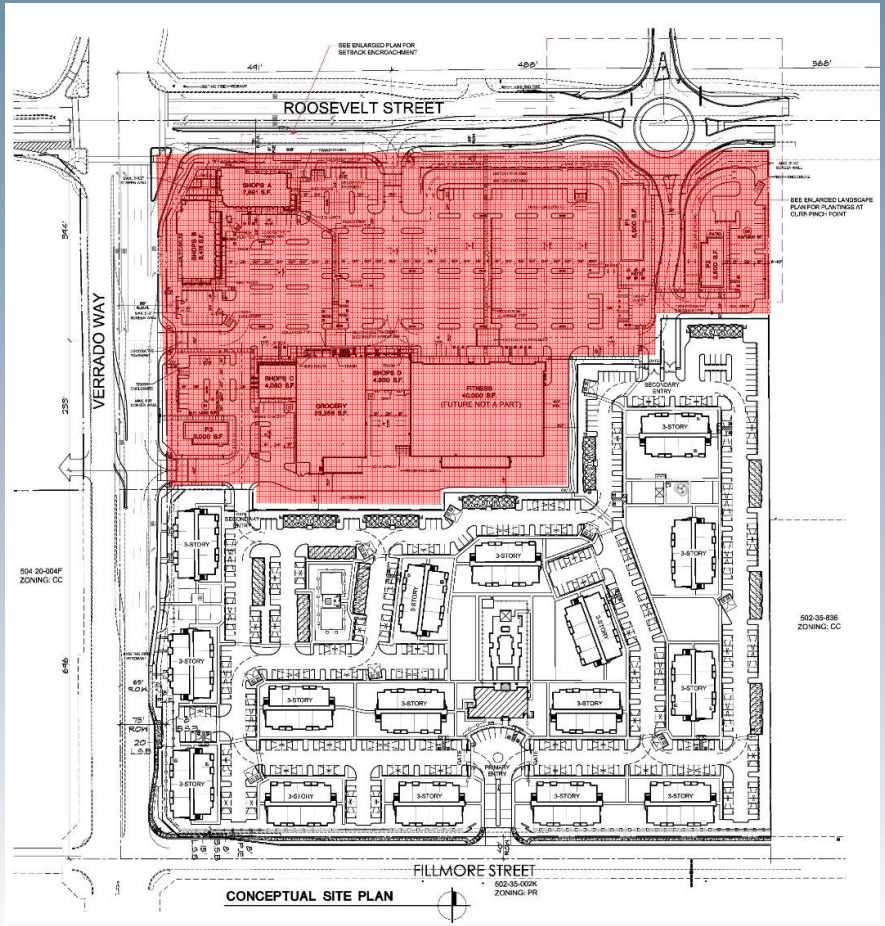
Rezone to Planned Area Development

- Rezone 31.82 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Two distinct subareas
  - Commercial
    - 12.74 acres
    - Grocery-anchored shopping center
    - Tailored use list based on C-2 District
    - Accessed from Roosevelt Street and Verrado Way
  - Residential
    - 17.36 acres
    - 394-unit apartment complex (22.69 DU/Acre)
    - Uses per MF-2 District
    - Accessed from Verrado Way and Fillmore Street
- Strong pedestrian connectivity
- City water and sewer
- Developer to improve adjacent half-streets



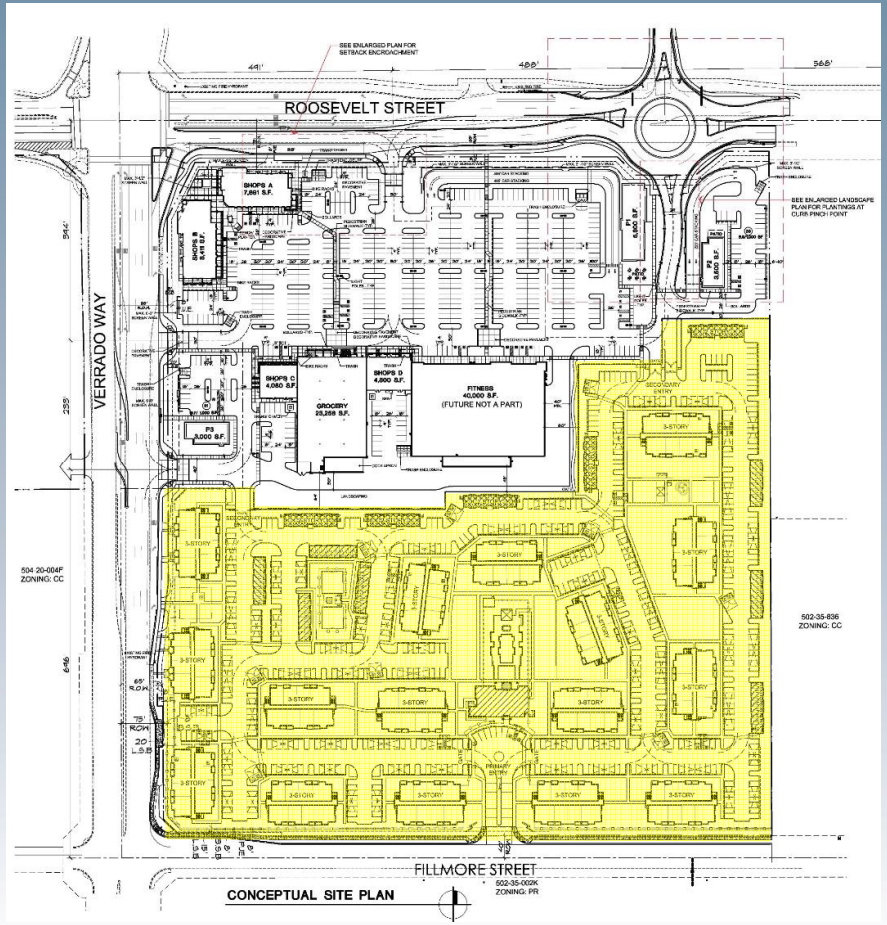
Development Standards – Commercial Area

- Based on C-2 District with modifications:
  - Streetside building setback increase from 0’ to 8’
  - Non-streetside building setback reduced from 10’ to 0’
  - Maximum building height increase from 50’ to 80’
  - Establishment of minimum building height; 30’ primary/20’ pads
  - Modified design standards for street-facing facades
  - Enhanced design standards for drive-through uses



Development Standards – Residential Area

- Based on MF-2 District with modifications:
  - Streetside building setback increase from 0’ to 8’
  - Non-streetside building setback reduced from 10’ to 0’
  - Establishment of maximum building height of 80’; no maximum in MF-2
  - Elimination of 3rd story step back requirement within 50’ of streets
  - Landscape percentage increase from 10 percent to 20 percent
  - Enhanced design requirements for wall plane movement



Design Emphasis – Verrado Way

Analysis

- PAD is consistent with the Buckeye Gateway Activity Center (aka The Landing) General Plan land use designation, addresses multiple General Plan goals/policies, and furthers the mixed-use vision for the area
- Emphasizes the pedestrian
- Uses narrowed to exclude or restrict auto-oriented uses, less desirable retail uses, and low-intensity commercial uses
- Urban/vertical contemporary aesthetic; development standard modifications in furtherance of this goal supported
- High quality, complementary commercial and residential design; variety but with cohesion
- Developer to improve infrastructure; extent of water/sewer improvements to be determined at Site Plan stage
- No outstanding comments from reviewing departments

Public Participation

- Neighborhood Meeting: December 18, 2023 at Coyote Branch Library
  - No attendees except for applicant, staff, and Councilmember Heustis
- No written support or opposition received to date
- Liberty Elementary School District will have adequate capacity; Buckeye Union High School District and developer finalizing donation agreement
- Planning & Zoning Commission recommended approval subject to staff recommended conditions, 5-1, on October 22, 2024
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic

BUCKEYE, AZ

Recommendations

The Mix on Roosevelt Rezone (PLZZ-23-00018)

Approval subject to conditions (a) through (z)

PUBLIC HEARING REQUIRED

BUCKEYE, AZ

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 28-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 31.82 ACRES LOCATED AT THE SOUTHEAST CORNER OF VERRADO WAY AND ROOSEVELT STREET FROM PLANNED RESIDENTIAL (PR) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by changing the zoning of approximately 31.82 acres of real property located at the southeast corner of Verrado Way and Roosevelt Street from Planned Residential (PR) to Planned Area Development (PAD); and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on October 22, 2024, and recommended approval of this zoning change subject to conditions; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

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

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 31.82 acres of real property, as legally described and depicted in **Exhibit A** attached hereto and incorporated herein by reference, (the "Property") from Planned Residential (PR) to Planned Area Development (PAD).

Section 3. All present and future owners of the Property shall develop the Property in accordance with the requirements of "The Mix on Roosevelt Rezoning Narrative and Planned Area

Development Program," a copy of which is on file in the office of the City Clerk, as provided in **Exhibit B** attached hereto; and in accordance with conditions (a) through (z), as set forth in **Exhibit C** attached hereto.

Section 4. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 28-24

[Legal Description and Depiction]

See the following pages.

Exhibit A

SEC VERRADO & ROOSEVELT
REZONING APPLICATION PLZZ-23-00018
LEGAL DESCRIPTION

A portion of land being situated within the Southwest quarter of Section 6, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6, marked by a found 3 inch Town of Buckeye brass cap in hand hole, down 0.5 feet, from which the Southwest corner, marked by a found 3 inch City of Buckeye brass cap in hand hole, down 0.5 feet, thereof bears South 00°26'05" West, 2644.85 feet;

THENCE South 00°26'05" West, 95.21 feet on the westerly boundary of said Southwest quarter;

THENCE leaving said westerly boundary, South 89°33'55" East, 80.00 feet to the **POINT OF BEGINNING**;

THENCE on the southerly boundary of the Right of Way for Roosevelt Street the following 5 courses:

THENCE North 45°30'41" East, 55.36 feet;

THENCE South 80°29'52" East, 59.35 feet;

THENCE South 89°24'45" East, 60.75 feet;

THENCE North 77°04'55" East, 42.82 feet;

THENCE South 89°24'45" East, 884.06 feet to the westerly boundary of Lot 2 of the Final Plat of Summit Community Church Phase 1, as recorded in Book 1441, Page 08, Records of Maricopa County, Arizona;

THENCE on said westerly boundary and the westerly boundary of Lot 1 of said Final Plat, South 00°20'39" West, 1267.17 feet to the center line of the Right of Way of Fillmore Street;

THENCE North 89°25'31" West, 1056.28 feet to the easterly boundary of the Right of Way of Verrado Way;

THENCE on said easterly boundary the following 6 courses:

THENCE North 00°26'05" East, 40.00 feet;

THENCE North 89°25'30" West, 5.00 feet;

THENCE North 44°29'42" West, 56.64 feet;

THENCE North 00°26'05" East, 898.34 feet
THENCE North 06°49'27" East, 134.79 feet;

THENCE North 00°26'05" East, 115.08 feet to the **POINT OF BEGINNING.**

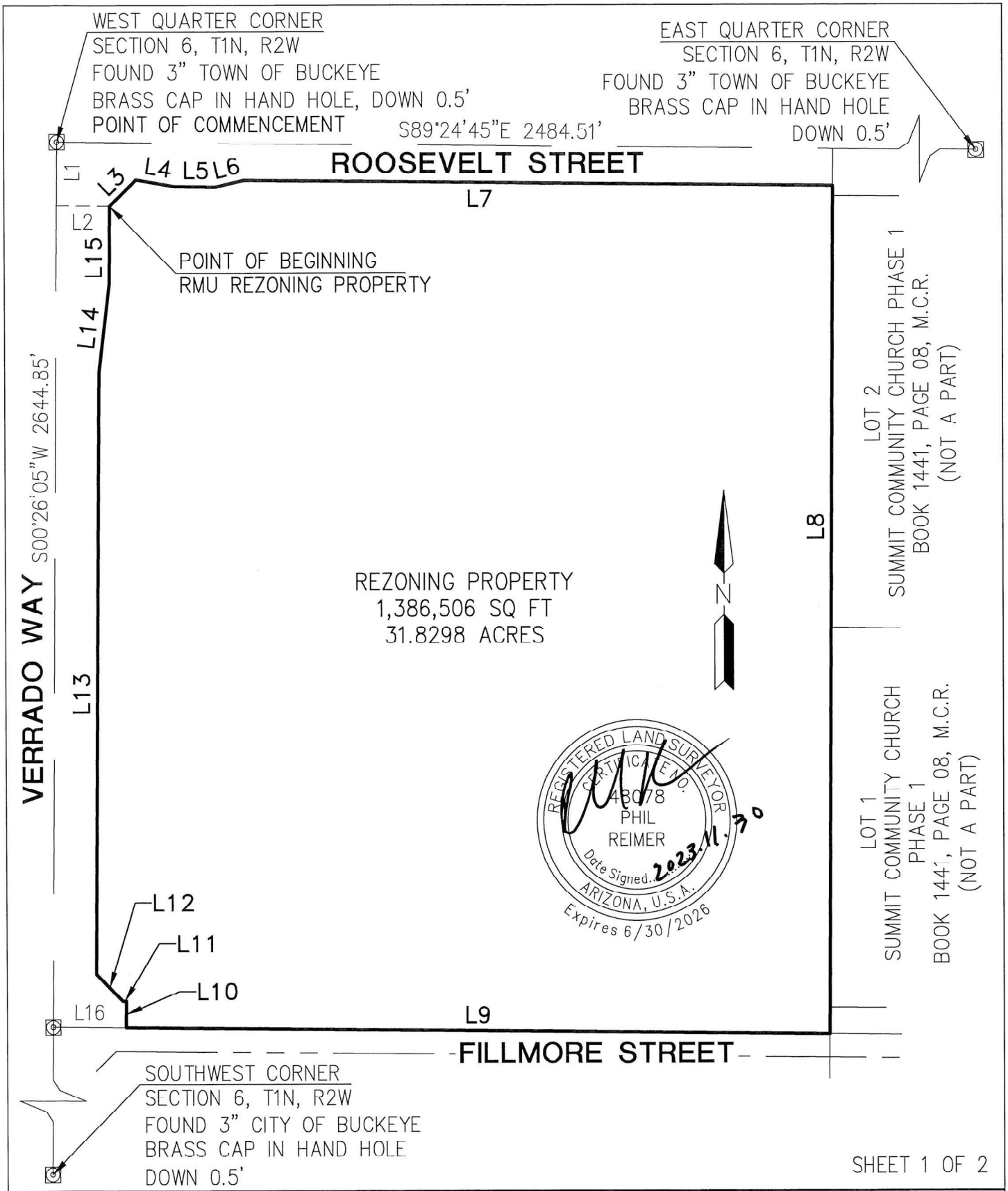
The above-described parcel contains a computed area of 1,386,506 sq. ft. (31.8298 acres) more or less.

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. 2517
Date: October 2023

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023.11.30
ARIZONA, U.S.A.
Expires 6/30/2026



SHEET 1 OF 2

PROJ.NO.:	2517
DATE:	NOV 2023
SCALE:	N.T.S.
DRAWN BY:	NOG
CHECKED BY:	PR

SEC VERRADO & ROOSEVELT
REZONING PROPERTY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2023, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°26'05"W	95.21'
L2	S89°33'55"E	80.00'
L3	N45°30'41"E	55.36'
L4	S80°29'52"E	59.35'
L5	S89°24'45"E	60.75'
L6	N77°04'55"E	42.82'
L7	S89°24'45"E	884.06'
L8	S00°20'39"W	1267.17'
L9	N89°25'31"W	1056.28'
L10	N00°26'05"E	40.00'
L11	N89°25'30"W	5.00'
L12	N44°29'42"W	56.64'
L13	N00°26'05"E	898.34'
L14	N06°49'27"E	134.79'
L15	N00°26'05"E	115.08'
L16	S89°25'31"E	110.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48078
PHIL
REIMER
Date Signed 2023-11-30
ARIZONA, U.S.A.
Expires 6/30/2026

SHEET 2 OF 2

PROJ.NO.:	2517
DATE:	NOV 2023
SCALE:	NONE
DRAWN BY:	NOG
CHECKED BY:	PR

SEC VERRADO & ROOSEVELT
REZONING PROPERTY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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EXHIBIT B
TO
ORDINANCE NO. 26-24

["The Mix on Roosevelt Rezoning Narrative and Planned Area Development Program"]

(On file with the City of Buckeye City Clerk's Office)

EXHIBIT C
TO
ORDINANCE NO. 28-24

[Conditions of Approval]

Planning Division Conditions – Standard/General

a) Development of the property shall be in general conformance with "The Mix on Roosevelt Rezoning Narrative and Planned Area Development Program" consisting of 34 pages date stamped October 3, 2024, except as modified by the following conditions.
b) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.

Civil Engineering Conditions – Project Specific

c) The City has reviewed the plan and rezone for concept only. The site is subject to modifications once City comments are provided at site plan submittal. Project shall comply with City of Buckeye Engineering Standards and requirements.

Civil Engineering Conditions – Standard/General

d) This project is subject to Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. This shall be established prior to the recordation of the first Final Plat, Minor Subdivision, MOD, or any other related land division. This will include a gross boundary legal and exhibit of the ownership parcels for the following APN's 502-35-003F.
e) All trash shall be collected through a City of Buckeye licensed trash hauler, including construction debris. Trash enclosures shall be in accordance with City of Buckeye Standards.

Civil Engineering Conditions – Streets – Standard

f) 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 Roosevelt Street and Verrado Way based on City of Buckeye standards.
g) The Property Owner/Developer shall submit a Map of Dedication (MOD) or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

Civil Engineering Conditions – Water/Wastewater – Standard

h) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the existing property requires a Certificate of Assured Water Supply based upon Arizona State Law Subdivision requirements. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels

created, defined, or depicted on said Plat, if the Certificate is required as determined by Property Owner/Developer due diligence. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

Transportation/Traffic – Standard and Site Specific Conditions

i) Prior to approval of the site plan, a Traffic Impact Analysis (TIA) is required to be submitted and approved. All requirements of the Traffic Impact Analysis shall be reflected on the approved construction drawings.

j) Traffic Signal Contribution:

   a. Prior to the issuance of the first permit for the Commercial portion of the project property within a site plan, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future/existing traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City. A Form can be requested at the time of site plan to get an estimate of this fee. If the property (APN 502-35-003F) does not divide into parcels for different land uses, the entire parcel will be responsible for the full signal fee prior to the issuance of first permit.

   b. Prior to the issuance of the first permit for the Residential portion of the project property within a site plan, the Property Owner/Developer shall pay a pro rata share cost of up to nine (9) regional future/existing traffic signals to be installed within this section of land. The pro rata share is based on a ratio of the project acreage to the developable acreage within the section. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City. A Form can be requested at the time of site plan to get an estimate of this fee. If the property (APN 502-35-003F) does not divide into parcels for different land uses, the entire

parcel will be responsible for the full signal fee prior to the issuance of first permit.

k) All non-regional traffic signals that are required by the Commercial portion of the project shall be funded and constructed by this project prior to C of O, and all non-regional traffic signals that are required by the Residential portion of the project shall be funded and constructed by this project prior to C of O. If the property (APN 502-35-003F) does not divide into parcels for different uses, the entire parcel will be responsible for the non-regional traffic signals required for the entire parcel prior to C of O.

l) All regional traffic signals required by the Commercial portion of the project shall be constructed by this project prior to C of O, and all regional traffic signals required by the Residential portion of the project shall be constructed by this project prior to C of O. This may have a reimbursable component from the regional signal fees collected by the City from other parcels per City Engineer approval. If the property (APN 502-35-003F) does not divide into parcels for different uses, the entire parcel will be responsible for all regional traffic signals required for the entire parcel prior to C of O.

m) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

n) Half-street improvements/modifications including Rights-of-Way dedication shall be required along the entire parcel frontage as part of this development to Roosevelt Street and Verrado Way.

o) Driveway spacing and storage requirements shall be per Table 1 of the COB Engineering Design Standards (EDS) Section 6-3, or as otherwise approved by the City Engineer.

p) Additional Rights-of-Way shall be dedicated for right turn lanes along Verrado Way and Roosevelt Street. Right turn lane storage lengths shall be per the recommendations within the Approved TIA, or as otherwise approved by the City Engineer.

q) All major intersections will require right turn slip lanes and dual left turn lanes per City Detail 63300, or as otherwise approved by the City Engineer.

Fire Department Conditions – Standard/General

r) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

s) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.

t) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

u) Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Public Works Conditions – Standard/General

v) All landscaped areas within the public rights of way shall be designed and sealed by a landscape architect licensed by the Arizona Board of Technical Registration. The City Public Works Department shall review all irrigation plans for material selection only; therefore, the landscape architect shall coordinate with the Public Works Department early in the design to ensure the most efficient means of landscape irrigation that will reduce both long term maintenance costs and keep watering to the absolute minimum required for healthy growth of landscaping along the roadways of the City of Buckeye.

w) No new natural turf shall be installed in a public right-of-way or median. Areas with up to 10,000 square feet of turf within a public right-of-way at gateways, entrances to major communities, or special landscaping designs approved by the city's development services department are exempt from the restrictions of this stipulation.

x) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

y) The following trees are prohibited from any landscaping plans in accordance with Chapter 9 of City Code (Section 9-10): Male Mulberry Tree (Morus Alba), Olive Tree (Olea Europea). Additionally, North Indian Rosewood Trees (Dalbergia Sissoo) shall not be planted within the rights of way (and are suggested not being planted within the property) due to their destructive and invasive root structure.

z) Storm Drainage: The City of Buckeye is permitted as a Phase 2 MS4 and is now subject to more stringent standards for stormwater discharge. All stormwater plans must now meet the requirements of the City of Buckeye's MS4 permit as issued by ADEQ (Permit Number AZG2016-002).

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.B. DS - Public Hearing and Resolution No. 73-24 Community Development Block Grant (CDBG) Application Submittal "Kell Park Revitalization" Program Year 2025-2026.
DATE PREPARED: 11/14/24	**DISTRICT NO.:** 2
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov (623) 349-6220	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Resolution No. 73-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Kell Park Revitalization project; authorizing the City Manager to execute and deliver all necessary documents for the grant application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.

SUMMARY

PROJECT DESCRIPTION:
As part of the application for grant funding, the City must identify the activity, need, outcomes, and beneficiaries of the project for which the grant funds will be used, as well as provide a budget, documentation of "Certification of Consistency," acknowledge a "Conflict of Interest Certification," provide a resolution authorizing the application, and complete a Build America Buy America (BABA) Act CDBG application supplement. The grant application, due on December 10, 2024, will be submitted through an online portal and additional supporting information is attached below.

The proposed project includes improvements to Kell Park located in Downtown Buckeye adjacent to the Downtown Library. This property was conveyed to the town in 1960 and consists of approximately .80 acres. Current amenities include a shaded playground and ramada. The park revitalization will include an outdoor programming area for story time and other library-related programs with seat walls and shading, an additional ramada with picnic tables and barbecue grills, enhanced playground components including swing sets and fencing, an outdoor reading area with shaded seating and enhanced and refreshed landscaping and irrigation upgrades.

BENEFITS:
The CDBG proposal meets the following HUD national objective: provide a benefit to low-and moderate-income area and it is within the low-to moderate income threshold of 51% or more.

If the grant is awarded and the renovations are completed, Downtown Buckeye residents will benefit from having access to an enhanced outdoor space and take advantage of City programs that will utilize this space. Parks enhance property values, increase municipal revenue and bring in home buyers; outdoor play or public spaces promote diversity, equity and inclusion. Access to a quality play space such as the one proposed encourages socialization, cognitive growth and stimulation, and physical

activity.

FUTURE ACTION:
Adoption of this Resolution authorizes staff submission of the signed application to Maricopa County Human Services Department-Community Development Division. Staff will be responsible to present the application to the Community Development Advisory Committee (CDAC) at their public hearing to be held on January 22, 2025. During a work session meeting held on February 12, 2025, the City's CDAC Representative, along with the other Maricopa County CDAC representatives will create a consensus on project funding for all eligible applications. Maricopa County will execute awarded contracts approximately in June-October 2025. The 2025/2026 funding agreements for projects that are awarded CDBG funds will be approved after the County receives the CDBG funding agreement from HUD, often in the month of October. If the City is awarded the funds, Staff will move forward with an anticipated construction contract in 2025 following the award.

FINANCIAL IMPACT STATEMENT:
The application for the Kell Park Revitalization requests grant fund reimbursement of $650,000 (partial construction and partial design). The remaining design, engineering and construction costs, including the permits, escalation, and contingency, are estimated to be budgeted through the General Fund in the amount of $850,000. The expenditure of funds for this project is contingent upon the City receiving the CDBG grant award.

This project request is not budgeted at this time and is only for acknowledgement of the CDBG application submission. Nevertheless, if granted, an IGA will be processed, with future council action for acceptance between the County and the City regarding implementation and budget agreement required.

CURRENT FISCAL YEAR TOTAL COST:
Not included in current fiscal year budget.

BUDGETED:
No

FISCAL YEAR:
2025-2026 $650,000

FUND/DEPARTMENT:
General Fund

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Kell Park Redevelopment CDBG Vicinity Map.pdf
Kell Park Revitalization Grant Additional Description and Photos.pdf
Resolution No. 73-24 CDBG Kell Park.docx
Finance CAR Recap -Kell Park Revitalization CDBG.docx

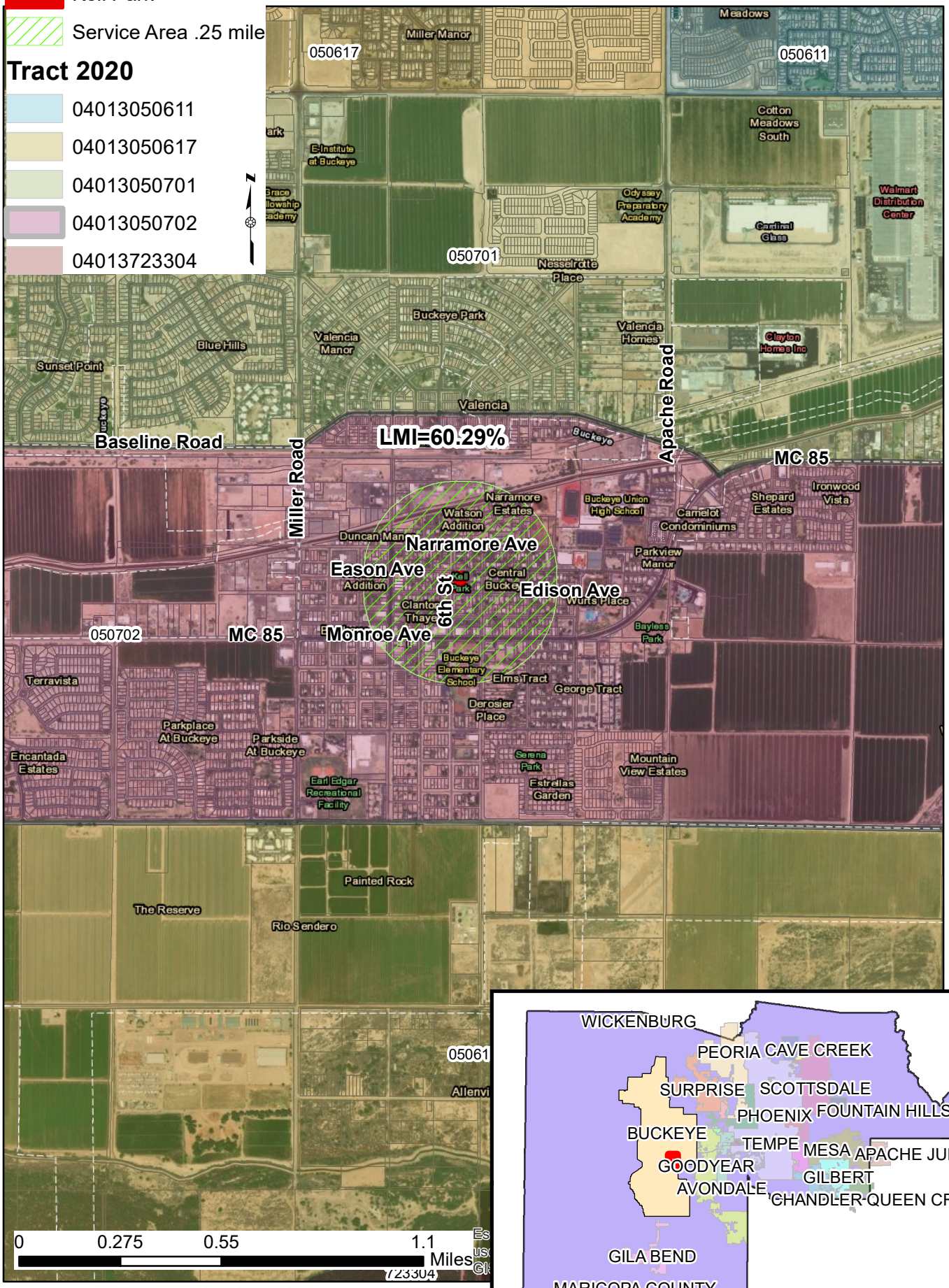
Kell Park Redevelopment CDBG Proposal 25-26

Legend

- Kell Park
- Service Area .25 mile

Tract 2020

- 04013050611
- 04013050617
- 04013050701
- 04013050702
- 04013723304



BUCKEYE, AZ

Additional text in BOLD for NEED, AND OUTCOME(S) Also PHOTOS attached

Description of the proposed activity and the underlying need for the project. The applicant's rationale for the purpose of the project. The applicant provides a clear description of the scope of the project, the need for the project, and the outcomes of the project. Points Possible = 15

Need - 1,100 characters

J2 Engineering's assessment identified several deficiencies and repairs needed. This project will make the improvements to align with the Kell Park Master Plan and the City's Parks and Recreation Master Plan. The following park improvements will enhance the functionality of the property and improve aesthetics. Due to its proximity to the library, the park is a prime location to construct an outdoor programming area as well as an outdoor reading area. Some elements in the park are in need of repair and replacement. For example, a cracked concrete pad and basketball hoop will be removed. This concrete pad is too small to provide any functionality and is rarely used. An additional ramada will be constructed in its place as the single ramada already in the park is heavily used. Lower height chain link fencing will be removed around the playground and replaced with wrought iron fencing to enhance the aesthetics, while still corralling young children in the playground from wandering into adjacent roads. **Turf adjacent to the library building will be removed and replaced with low water irrigation plants and decomposed granite within a concrete header. The turf irrigation was deteriorating the walls around the library. The City's Community Services Advisory Board and Library Advisory Board unanimously approved the Kell Park Master Plan on May 17, 2023 and May 22, 2023, respectively.**

BENEFICARIES

Description of the direct and indirect beneficiaries. Ability to meet CDBG income requirements. The applicant provides a full description of the project's direct and indirect beneficiaries, including demographic information. Applicant's target population meets CDBG guidelines and must be at least less than 80% Area Median Income (AMI) Note: This factor applies to low/moderate income activities. Slum/blight activities will not be scored on this question. Points Possible = 15

Indirect – 1,100

Indirect beneficiaries include patrons to the Downtown Library. In FY22-23, over 32,000 people visited the downtown library. These residents come to check out materials, participate in library programs, and oftentimes use the adjacent park before or after their visit. If funded, the improvements will turn library patrons from indirect to direct beneficiaries since it will include an outdoor reading area as well as an outdoor programming area/ classroom. The outdoor reading area can be used by patrons to enjoy a book and the programming area can be used for popular programs, such as Storytime and Read Better Be Better. Additionally, all Buckeye residents would be considered indirect beneficiaries from the improvements. According to the 2020 US Census, Buckeye's population is 91,502. US ACS 2022 Buckeye demographics are comprised of 43% White, 46% Hispanic, 5% Black, Other 6%. Median age is 33.8 and 35% of the population is ages 0-17. With only two libraries across a 640 square mile jurisdiction, many residents choose to visit this location due to its proximity to other **essential services in downtown Buckeye, such as City Hall (a block away), restaurants, businesses, post office, aquatic center, high school, etc.**

Photos

Figure 1: Looking east at Kell Park & Downtown Library

Figure 2: Concept rendering looking east at Kell Park & Downtown Library

Figure 3: Looking southeast towards Kell Park & Downtown Library

Figure 4: Concept rendering shows front porch concept for outdoor reading area. Turf would be removed away from the exterior walls of the library and replaced with low water plants, irrigation, and decomposed granite.

Figure 5: Looking southeast towards the playground.

Figure 6: Concept rendering shows outdoor programming area and playground.

Photos Continued

Figure 7: Looking west towards Kell Park

Figure 8: Concept rendering showing outdoor programming space for story time and other related library activities.

Figure 9: Looking southwest at the playground and single ramada

Figure 10: Concept rendering showing additional ramada and swings. The non-functional concrete slab will be removed. The outdoor programming will be a nice additional amenity for park and library programming.

Figure 11: Picture showing the non-functional concrete slab for the basketball courts. This will be removed and replaced with an additional ramada. There are publicly accessible basketball courts two blocks away at the Elementary School.

Figure 12: The concrete slab is in poor shape with many cracks.

Kell Park Master Plan Redesign

BUCKEYE, AZ

J2 Design

May 2023

Figure 13: Master Plan of Kell Park

RESOLUTION NO. 73-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE SUBMISSION OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT HOUSING AND COMMUNITY DEVELOPMENT DIVISION FOR THE KELL PARK REVITALIZATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL NECESSARY DOCUMENTS FOR THE GRANT APPLICATION; AUTHORIZING THE CITY MANAGER TO ACCEPT ANY RESULTING GRANT AWARD ON BEHALF OF THE CITY OF BUCKEYE AND TO EXECUTE ANY RESULTING FUNDING AGREEMENT; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Maricopa County Human Services Department, Housing and Community Development Division ("County") has issued a Notice of Funding Availability and is seeking proposals from eligible applicants including local governments, and nonprofit agencies and organizations, for projects that may be eligible for Community Development Block Grant ("CDBG") grant funding; and

WHEREAS, the City of Buckeye, Arizona ("City") is desirous of undertaking community development activities and has identified the Kell Park Revitalization Project, to include construction costs for the Kell Park Revitalization, including demolition, site grading, new landscaping, hardscape, irrigation, electrical and new amenities ("Application") as eligible for CDBG grant funding, and

WHEREAS, all costs associated with the operations and maintenance of Kell Park will be paid for by the City; and

WHEREAS, the Application meets the national objectives of providing a benefit to low-and moderate-income persons, preventing or eliminating slum and blight areas, and/or meeting an urgent need that threatens health or welfare of residents; and

WHEREAS, the City Council desires to approve the submission of the Application and authorize the City Manager to submit all necessary documents to the County for the Application; and

WHEREAS, the City Council desires to designate the City Manager as the authorized agent for the purpose of requesting, obtaining and utilizing CDBG grant funds in accordance with the Application, the CDBG Program Guidelines and applicable laws.

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

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

Section 2. The City Council hereby (i) approves the submission of the Application for consideration by the County requesting CDBG grant funding, (ii) authorizes the City Manager to accept any award of grant funds on behalf of the City; (iii) authorizes the execution of the grant agreement; and, (iv) directs the City Manager to take actions necessary to implement and complete the activities outlined in the Application.

Section 3. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to execute and submit all Applications and all documents and any other necessary or desirable instruments in connection with this grant Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CDBG- Kell Park Revitalization Summary Recap

Project Description

The proposed project will include improvements to Kell Park. The park revitalization will include an outdoor programming area for story time and other library-related programs with seat walls and shading, an additional Ramada with picnic tables and barbecue grills, an outdoor reading area with shaded seating and enhanced and refreshed landscaping and irrigation upgrades.

Project Cost

- $ 862,000 estimated total project cost
  - $66,000 Design/Engineering (City Match – General Fund)
  - $650,000 Construction (CDBG – grant reimbursement)
  - $8,000 Construction (City Match – General Fund)
  - $138,000 Permits, Allowances, Construction Administration (City Match - General Fund)

Required Match

- None. CDBG is a reimbursement. This grant does not require a match. City is providing general fund dollars for a portion of construction, permits, allowances, and construction administration towards the project, totaling $212,000, which will strengthen the application scoring by showing City financial contribution.

Grant Amount

- $ 650,000

Plans Once Grant Expires:

- The operations and maintenance of Kell Park will be included in Community Services Operating Budget and is included in the Resolution language
- CSD will ensure equipment and fixtures are included in the Department's asset inventory and budgeted for replacement when needed.

Objectives and Expected Outcomes

- The objective is to improve park and library programing
- Add outdoor shaded seating areas
- If Buckeye were to be awarded this grant, the expected outcome would be a significant improvement to library programing that can also be beneficial spaces for future COVID-19 pandemic like events.

Time Period for the Grant

- Funded over 1 year in FY 25 to FY 26

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.C. DS - PH Resolution No. 74-24 Community Development Block Grant (CDBG) Application Submittal "Downtown Alley Improvements" Program Year 2025-2026.
DATE PREPARED: 11/14/24	**DISTRICT NO.:** 2
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Resolution No. 74-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Downtown Alley Improvements project; authorizing the City Manager execute and deliver all necessary documents for the Grant Application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.

SUMMARY

PROJECT DESCRIPTION:
As part of the application for grant funding, the City must identify the activity, need, outcomes, and beneficiaries of the project for which the grant funds will be used, as well as provide a budget, documentation of "Certification of Consistency," acknowledge a "Conflict of Interest Certification," provide a resolution authorizing the application, and complete a Build America Buy America (BABA) Act CDBG application supplement. The grant application, due on December 10, 2024, will be submitted through an online portal and additional supporting information is attached below.

Grant Project Summary: Funds to be used towards pavement of 8 alleys within the downtown, which will reduce dust emissions, eliminate pothole complaints, improve right-of-way maintenance, and improve access to homes and public facilities. Signage improvements in the project alleys will also be completed as part of this project.

BENEFITS:
The CDBG proposal meets the following HUD national objective: provide a benefit to low-and moderate-income persons and is within the low-to moderate income threshold of 51% or more.

If the grant is awarded the improvements will enhance safety for both drivers and pedestrians and reduce dust emissions and sediment loading onto alleys, roads, and stormwater retention basins.

FUTURE ACTION:

Adoption of this resolution authorizes the submission of the application to Maricopa County Human Services Department-Community Development Division. Staff will be responsible to present the application to the Community Development Advisory Committee (CDAC) at the public hearing to be held on January 22, 2025. During a work session meeting that will be held on February 12, 2025, the City's

CDAC representative, along with the other Maricopa County CDAC representatives will create a consensus on project funding for all eligible applications. Maricopa County will execute awarded contracts approximately in June- October. The 2025/2026 funding agreements for projects that are awarded CDBG funds will be approved after the County receives the CDBG funding agreement from HUD, often in the month of October. If the City is awarded the funds, staff will move forward with an anticipated construction contract thereafter.

FINANCIAL IMPACT STATEMENT:
The application for this project will ask for reimbursement of $650,000 or construction costs only. The design/engineering plans, and permits, are estimated to be budgeted through the General Fund in the amount of $650,000. Expenditure of funds for this project is contingent upon the City receiving the CDBG.

This project request is not budgeted at this time and is only for acknowledgement of the CDBG application submission. Nevertheless, if granted, an IGA will be processed, with future council action required for acceptance between the County and the City regarding implementation and budget agreement.

CURRENT FISCAL YEAR TOTAL COST:
Unbudgeted

BUDGETED:
No

FISCAL YEAR:
2025-2026 $650,000

FUND/DEPARTMENT:
General Funds

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Finance CAR Recap -Downtown Alleyways Improvements CDBG 25-26.docx
ENGCIP-23-0007 - Downtown Buckeye Alleyways - Overview Map.pdf
Resolution No. 74-24 CDBG Downtown Alleys Improvement Project

CDBG- Downtown Alleyway Improvements Summary Recap

Project Description

The proposed project will include improvements to Downtown alleyways. Reduction of dust emissions, elimination of pothole due to reoccurring complaints, improvement of right-of-way maintenance, improvements to include 8 alleyway improvements with asphalt paving.

Project Cost

- $ 650,000 estimated 8 alleyway improvements
  - $650,000 Construction (CDBG-grant reimbursement)
  - Engineering/Design: Shovel Ready.

Required Match

- None. CDBG is a reimbursement. This type of grant does not required a match. City provided general funds do strengthen the application scoring.

Grant Amount

- $ 650,000

Plans Once Grant Expires:

- The OEM will be included in the CS Operating Budget and is included in the Resolution language
- If sidewalks, lights or irrigation, due to wear or damage, will need to be replace with like “costs” of CDBG funding.

Objectives and Expected Outcomes

- The objective is to reduce dust emissions and sediment loading onto alleys, roads, and stormwater retention basins. Reduces maintenance cost therefore resources can be dedicated on other areas of need.
- If Buckeye were to be awarded this grant, the expected outcome would be a significant improvement to mitigate pollution sources and to improve travel lanes and safety.

Time Period for the Grant

- Funded over 1 years in FY 25 to FY 26

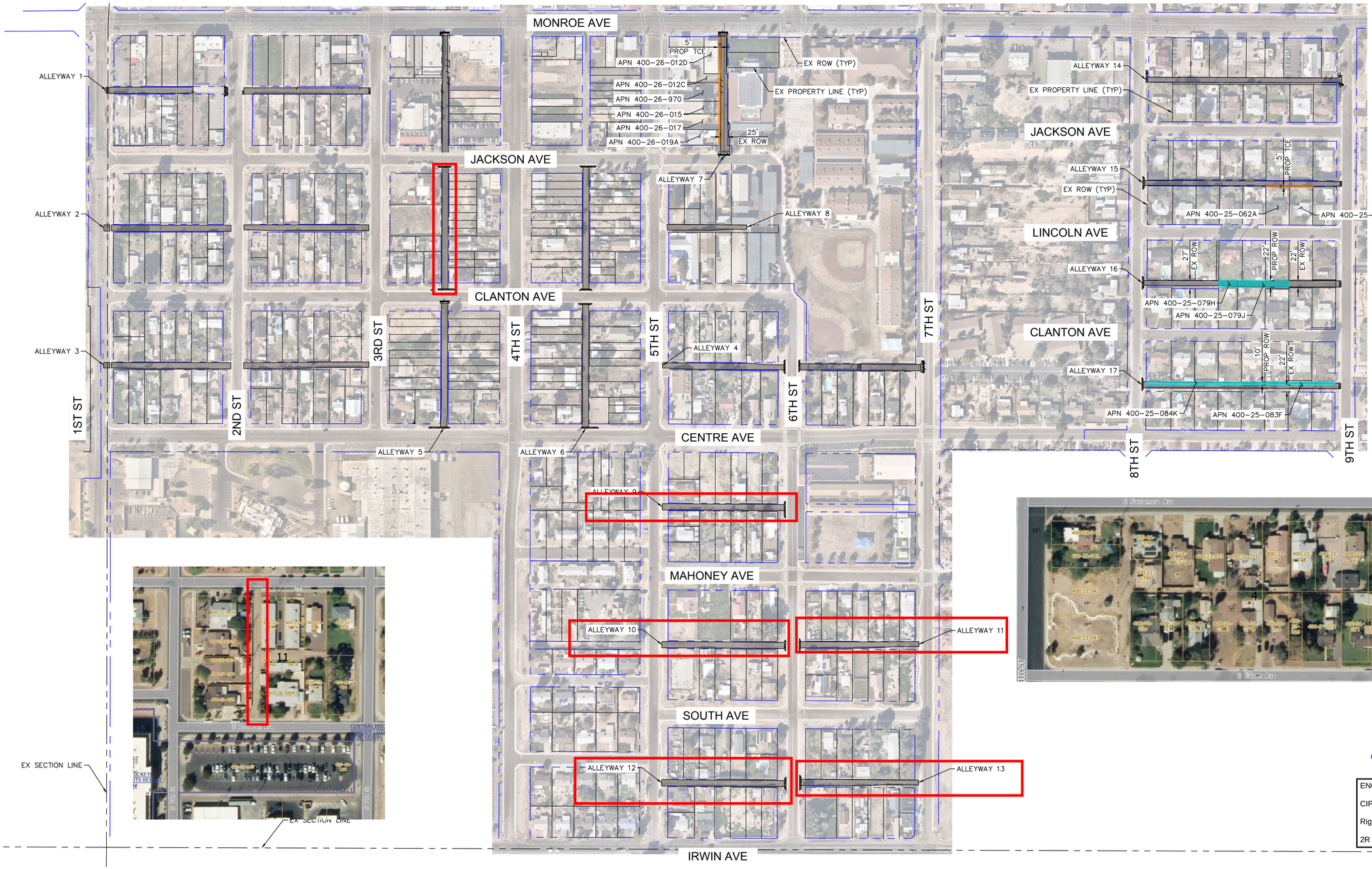
Kimley»Horn

LEGEND

PROPOSED RIGHT-OF-WAY

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

DOWNTOWN BUCKEYE ALLEYWAYS
RIGHT-OF-WAY STRIP MAP
6/20/23



RECEIVED

06/26/2023

CITY OF BUCKEYE by: NV ENGINEERING

ENGCIP-23-0007

CIP - Downtown Buckeye Alleyways

Right of Way - Strip Map

2R - FOR REVIEW

RESOLUTION NO. 74-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE SUBMISSION OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT HOUSING AND COMMUNITY DEVELOPMENT DIVISION FOR THE DOWNTOWN ALLEY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL NECESSARY DOCUMENTS FOR THE GRANT APPLICATION; AUTHORIZING THE CITY MANAGER TO ACCEPT ANY RESULTING GRANT AWARD ON BEHALF OF THE CITY OF BUCKEYE AND TO EXECUTE ANY RESULTING FUNDING AGREEMENT; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Maricopa County Human Services Department, Housing and Community Development Division ("County") has issued a Notice of Funding Availability and is seeking proposals from eligible applicants including local governments, and nonprofit agencies and organizations, for projects that may be eligible for Community Development Block Grant ("CDBG") grant funding; and

WHEREAS, the City of Buckeye, Arizona ("City") is desirous of undertaking community development activities and has identified the Downtown Alley Improvements Project, including but not limited to the pavement of 8 alleys in order to reduce dust, eliminate potholes and increase safety ("Application") as eligible for CDBG grant funding, and

WHEREAS, all costs associated with the operations and maintenance of the Downtown Alleyway Improvements project will be paid for by the City; and

WHEREAS, the Application meets the national objectives of providing a benefit to low-and moderate-income persons, preventing or eliminating slum and blight areas, and/or meeting an urgent need that threatens health or welfare of residents; and

WHEREAS, the City Council desires to approve the submission of the Application and authorize the City Manager to submit all necessary documents to the County for the Application; and

WHEREAS, the City Council desires to designate the City Manager as the authorized agent for the purpose of requesting, obtaining and utilizing CDBG grant funds in accordance with the Application, the CDBG Program Guidelines and applicable laws.

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

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

Section 2. The City Council hereby (i) approves the submission of the Application for consideration by the County requesting CDBG grant funding, (ii) authorizes the City Manager to accept any award of grant funds on behalf of the City; (iii) authorizes the execution of the grant agreement; and, (iv) directs the City Manager to take actions necessary to implement and complete the activities outlined in the Application.

Section 3. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to execute and submit all Applications and all documents and any other necessary or desirable instruments in connection with this grant Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.D. FIN: Land Use Assumption and Infrastructure Improvement Plan Adoption
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 77-24 adopting the Land Use Assumptions and Infrastructure Improvements Plan and adopting a Notice of Intent to Assess Development Fees in Compliance with State Law.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye, Arizona, contracted with TischlerBise to document Land Use Assumptions (hereinafter referred to as the "LUA"), prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees within the Buckeye Service Area pursuant to Arizona Revised Statutes ("ARS") § 9-436.05 (hereafter referred to as the "Enabling Legislation").

Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fees represent future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Buckeye's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services: fire facilities, library facilities, parks and recreational facilities, police facilities, street facilities, water facilities and waste water facilities.

On October 15, 2024 a Public Hearing was held to provide an opportunity for the public to comment on recommendations related to the proposed Land Use Assumptions and Infrastructure Improvement Plan. Staff received comments from one individual. If adopted, the LUA and IIP will set the service standard that will drive the necessary fees to be included in the Public Notice of Intention to Assess Fee and the new Impact Fees will go into effect May 5, 2025.

FUTURE ACTION:

The table below provides a summary of the next steps to adopting the fees and fee implementation:

Date:	Activity
November 20, 2024	Notice of Intention to Assess Fees
January 7, 2025	Public Hearing Development Fees
February 18, 2025	Adoption of Development Fees
May 5, 2025	Effective Date of Fee

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

ATTACHMENTS:

Finance Department DRAFT Buckeye LUA, IIP, & Fees Adoption November 19. 2024.pdf
RES 77-24 Adopting Land Use Assumptions Infrastructure Improvement Plan 11.07.2024.pdf
Notice of Public Hearing- Devlopment Impact Fees_November 20, 2024.pdf
Finance Dept. Impact Fee Presentation_Adoption 11.19.2024 - FINAL - Copy.pdf

DRAFT

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Prepared for:

Buckeye, Arizona

November 6, 2024

TischlerBise

FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

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EXECUTIVE SUMMARY

The City of Buckeye, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees pursuant to Arizona Revised Statutes ("ARS") § 9-463.05 (hereafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Buckeye's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Library Facilities
3. Parks and Recreational Facilities
4. Police Facilities
5. Street Facilities
6. Water Facilities
7. Wastewater Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Development Fee Components

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees related to non-utility necessary public services.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire Facilities	Main	N/A	Fire Stations, Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Festival Ranch	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	North Star Ranch	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Tartesso	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Teravalis	N/A	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
Library Facilities	North	N/A	Library Facilities	Development Fee Report	Population, Jobs
	South	N/A	Library Facilities	Development Fee Report	Population, Jobs
Parks and Recreational Facilities	North	N/A	Regional Park Amenities, Community Centers	Community Park Amenities, Development Fee Report	Population, Jobs
	South	N/A	Regional Park Amenities, Community Centers, Community Parks	Development Fee Report	Population, Jobs
Police Facilities	Citywide	N/A	Police Facilities, Police Vehicles, Police Equipment	Development Fee Report	Population, Vehicle Trips
Street Facilities	Arterial	N/A	N/A	Arterial Improvements, Interchange ROW, Development Fee Report	VMT
	Street	N/A	N/A	Interchange ROW, Development Fee Report	VMT
	Trip Reduction	N/A	N/A	Interchange ROW, Development Fee Report	VMT

Shown below, Figure 2 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees related to water and wastewater necessary public services.

Figure 2: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Water Facilities	Central	N/A	N/A	Water Facilities, Development Fee Report	Max Day Gallons
	Tartesso West	Water Facilities	N/A	Development Fee Report	Max Day Gallons
Wastewater Facilities	Central	N/A	N/A	Wastewater Facilities, Development Fee Report	Average Day Gallons
	Sundance	N/A	N/A	Wastewater Facilities, Development Fee Report	Average Day Gallons
	Tartesso West	Wastewater Facilities	N/A	Development Fee Report	Average Day Gallons

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Non-Utility Development Fees

Buckeye assesses the current non-utility development fees per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development.

Figure 3: Current Development Fees

Residential Fees per Unit								
Development Type	Fire			Library	Parks and Recreational		Police	Street
	Main	Festival Ranch	Tartesso		North	South		
Single Family	$1,060	$498	$866	$289	$684	$1,915	$842	$300
Multi-Family	$828	$389	$676	$225	$534	$1,496	$658	$173
Age Restricted	$662	$311	$541	$180	$427	$1,197	$526	$136

Nonresidential Fees per 1,000 Square Feet								
Development Type	Fire			Library	Parks and Recreational		Police	Street
	Main	Festival Ranch	Tartesso		North	South		
Industrial	$170	$83	$135	$14	$37	$83	$92	$26
Commercial	$1,168	$568	$927	$96	$252	$573	$1,323	$337
Office & Other Services	$1,483	$721	$1,176	$121	$320	$727	$517	$146
Institutional	$464	$226	$368	$38	$100	$228	$684	$193

Water Development Fees

Buckeye assesses the current water development fees per meter, by size and type.

Figure 4: Current Development Fees

Development Fees per Meter				
Meter Type and Size (inches)	Buckeye North	Central Buckeye	Sundance	Tartesso West
Age-Restricted	$4,424	$4,799	$4,668	$2,324
Disc Meter 1.0"	$7,076	$7,675	$7,467	$3,717
Disc Meter 1.5"	$12,030	$13,048	$12,694	$6,319
Turbine 1.5"	$20,521	$22,258	$21,654	$10,780
Disc Meter 2.0"	$16,983	$18,421	$17,921	$8,921
Compound 2.0"	$20,521	$22,258	$21,654	$10,780
Turbine 2.0"	$31,136	$33,771	$32,855	$16,356
Compound 3.0"	$45,289	$49,122	$47,789	$23,790
Turbine 3.0"	$50,950	$55,262	$53,762	$26,764
Compound 4.0"	$70,764	$76,753	$74,670	$37,172
Turbine 4.0"	$126,667	$137,388	$133,659	$66,538
Compound 6.0"	$141,527	$153,506	$149,339	$74,344
Turbine 6.0"	$252,626	$274,008	$266,571	$132,704
Compound 8.0"	$455,011	$493,521	$480,126	$239,017
Turbine 8.0"	$455,011	$493,521	$480,126	$239,017

Wastewater Development Fees

Buckeye assesses the current wastewater development fees per meter, by size and type.

Figure 5: Current Development Fees

Development Fees per Meter				
Meter Type and Size (inches)	Central Buckeye	Palo Verde	Sundance	Tartesso West
Age-Restricted	$2,634	$3,933	$3,697	$4,794
Disc Meter 1.0"	$4,214	$6,291	$5,915	$7,670
Disc Meter 1.5"	$7,163	$10,695	$10,056	$13,040
Turbine 1.5"	$12,219	$18,244	$17,154	$22,244
Disc Meter 2.0"	$10,112	$15,099	$14,196	$18,409
Compound 2.0"	$12,219	$18,244	$17,154	$22,244
Turbine 2.0"	$18,540	$27,681	$26,027	$33,750
Compound 3.0"	$26,967	$40,264	$37,857	$49,091
Turbine 3.0"	$30,337	$45,296	$42,589	$55,227
Compound 4.0"	$42,135	$62,912	$59,151	$76,704
Turbine 4.0"	$75,422	$112,612	$105,881	$137,300
Compound 6.0"	$84,271	$125,824	$118,303	$153,408
Turbine 6.0"	$150,423	$224,595	$211,170	$273,833
Compound 8.0"	$270,931	$404,523	$380,344	$493,207
Turbine 8.0"	$270,931	$404,523	$380,344	$493,207

Proposed Development Fees

The proposed fees represent the maximum allowable fees. Buckeye may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Non-Utility Development Fees

Buckeye will assess the proposed non-utility development fees per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development.

Figure 6: Proposed Development Fees

Residential Fees per Unit												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Low/Med Density (<8 DU/Acre)	$1,762	$544	$2,568	$875	$544	$605	$1,655	$3,119	$1,657	$1,597	$527	$263
High Density (≥8 DU/Acre)	$1,376	$425	$2,006	$684	$425	$472	$1,293	$2,437	$1,295	$1,142	$377	$188
Age Restricted (≤8 DU/Acre)	$1,101	$340	$1,605	$547	$340	$378	$1,034	$1,950	$1,036	$730	$241	$120

Nonresidential Fees per 1,000 Square Feet												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Industrial	$239	$82	$452	$148	$82	$9	$27	$41	$172	$141	$47	$23
Commercial	$1,502	$516	$2,839	$927	$516	$53	$172	$257	$2,444	$2,072	$683	$342
Office & Other Services	$2,302	$791	$4,350	$1,420	$791	$82	$263	$393	$1,085	$895	$295	$148
Institutional	$2,144	$737	$4,049	$1,323	$737	$76	$245	$366	$1,491	$1,231	$406	$203

Water Development Fees

Buckeye will assess the proposed water development fees per dwelling unit to residential development and per meter, by size and type, for nonresidential development. For meters larger than 1.5 inches, Buckeye will assess fees using the cost per gallon for the related service area and max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand. The assessment of the proposed fees to residential development and to meters larger than 1.5 inches differs from Buckeye's current assessment based on meter size and type; however, the change is needed to better align the proposed water development fees with actual costs and demand from these types of development. The proposed fees also include consolidated service areas compared to the current fees. Here's a comparison of the proposed and current water service areas:

- **Central:** South of Interstate 10 and North of the Gila River; includes current Central Buckeye, Sundance, and Westpark service areas.
- **Tartesso West:** Tartesso West development; includes current Tartesso West service area.

Figure 7: Proposed Development Fees

Residential Fees per Unit		
Residential Land Use	Central	Tartesso West
Low/Med Density (<8 DU/acre)	$9,536	$3,723
High Density (≥8 DU/Acre)	$7,450	$2,906
Age Restricted (≤8 DU/Acre)	$5,960	$2,324

Nonresidential Fees per Meter			
Meter Size	Meter Type	Central	Tartesso West
1.0-inch	Disc	$9,536	$3,723
1.5-inch	Disc	$16,212	$6,329
1.5-inch	Turbine	$27,655	$10,796
> 1.5-inch[1]	Cost per Gallon	$17.53	$5.71

1. Meters larger than 1.5 inches calculated using cost per gallon for related service area multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Wastewater Development Fees

Buckeye will assess the proposed wastewater development fees per dwelling unit to residential development and per meter, by size and type, for nonresidential development. For meters larger than 1.5 inches, Buckeye will assess fees using the cost per gallon for the related service area and average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow. The assessment of the proposed fees to residential development and to meters larger than 1.5 inches differs from Buckeye's current assessment based on meter size and type; however, the change is needed to better align the proposed wastewater development fees with actual costs and flow from these types of development. The proposed fees also include consolidated service areas compared to the current fees. Here's a comparison of the proposed and current wastewater service areas:

- **Central:** Central Buckeye 208 drainage basin; includes current Central Buckeye and Watson Road CFD service areas.
- **Sundance:** Sundance 208 drainage basin; includes current Sundance service area.
- **Tartesso West:** Tartesso West 208 drainage basin; includes current Tartesso West service area.

Figure 8: Proposed Development Fees

Residential Fees per Unit			
Residential Land Use	Central	Sundance	Tartesso West
Low/Med Density (<8 DU/acre)	$7,524	$5,399	$7,672
High Density (≥8 DU/Acre)	$5,871	$4,213	$5,994
Age Restricted (≤8 DU/Acre)	$4,697	$3,371	$4,795

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central	Sundance	Tartesso West
1.0-inch	Disc	$7,524	$5,399	$7,672
1.5-inch	Disc	$12,790	$9,179	$13,043
1.5-inch	Turbine	$21,819	$15,658	$22,250
> 1.5-inch[1]	Cost per Gallon	$43.49	$31.21	$29.97

1. Meters larger than 1.5 inches calculated using cost per gallon for related service area multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Difference Between Proposed and Current Development Fees

Non-Utility Development Fees

The differences between the proposed and current non-utility development fees are displayed below.

Figure 9: Difference Between Proposed and Current Development Fees

Residential Fees per Unit												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Low/Med Density (<8 DU/Acre)	$702	$46	$1,508	$9	$544	$316	$971	$1,204	$815	$1,297	$227	($37)
High Density (≥8 DU/Acre)	$548	$36	$1,178	$8	$425	$247	$759	$941	$637	$969	$204	$15
Age Restricted (≤8 DU/Acre)	$439	$29	$943	$6	$340	$198	$607	$753	$510	$594	$105	($16)

Nonresidential Fees per 1,000 Square Feet												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Industrial	$69	($1)	$282	$13	$82	($5)	($10)	($42)	$80	$115	$21	($3)
Commercial	$334	($52)	$1,671	$0	$516	($43)	($80)	($316)	$1,121	$1,735	$346	$5
Office & Other Services	$819	$70	$2,867	$244	$791	($39)	($57)	($334)	$568	$749	$149	$2
Institutional	$1,680	$511	$3,585	$955	$737	$38	$145	$138	$807	$1,038	$213	$10

Water Development Fees

The differences between the proposed and current water development fees are shown below. A direct comparison is not possible for high density residential and for meters larger than 1.5 inches since the current fees are assessed per meter, by size and type, and the proposed fees will be assessed per dwelling unit for residential development and per gallon of max day demand for meters larger than 1.5 inches.

Figure 10: Difference Between Proposed and Current Development Fees

Residential Fees per Unit			
Residential Land Use	Central[1]	Central[2]	Tartesso West
Low/Med Density (<8 DU/acre)	$1,861	$2,069	$6
High Density (≥8 DU/Acre)	n/a	n/a	n/a
Age Restricted (≤8 DU/Acre)	$1,161	$1,292	$0

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central[1]	Central[2]	Tartesso West
1.0-inch	Disc	$1,861	$2,069	$6
1.5-inch	Disc	$3,164	$3,518	$10
1.5-inch	Turbine	$5,397	$6,001	$16

1. Difference based on current Central Buckeye fees.
2. Difference based on current Sundance fees.

Wastewater Development Fees

The differences between the proposed and current wastewater development fees are shown below. A direct comparison is not possible for high density residential and for meters larger than 1.5 inches since the current fees are assessed per meter, by size and type, and the proposed fees will be assessed per dwelling unit for residential development and per gallon of average day flow for meters larger than 1.5 inches.

Figure 11: Difference Between Proposed and Current Development Fees

Residential Fees per Unit			
Residential Land Use	Central	Sundance	Tartesso West
Low/Med Density (<8 DU/acre)	$3,310	($516)	$2
High Density (≥8 DU/Acre)	n/a	n/a	n/a
Age Restricted (≤8 DU/Acre)	$2,063	($326)	$1

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central	Sundance	Tartesso West
1.0-inch	Disc	$3,310	($516)	$2
1.5-inch	Disc	$5,627	($877)	$3
1.5-inch	Turbine	$9,600	($1,496)	$6

LAND USE ASSUMPTIONS

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

> *"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."*

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for all areas within Buckeye. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2024 are used in calculating levels of service (LOS) provided to existing development in Buckeye. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, and employment projections. TischlerBise projects future development using population and employment data published by the Maricopa Association of Governments (MAG) in its 2023 Socioeconomic Projections. MAG provided data by traffic analysis zone (TAZ) so TischlerBise could allocate existing and future development by service area.

Development projections are summarized in Figure LU28 through Figure LU33. These projections are used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Buckeye will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 85,579 persons in 29,507 housing units, and nonresidential development projections indicate an employment increase of 29,390 jobs with approximately 21,435,000 square feet of floor area.

SERVICE AREAS

This section includes service area maps for each necessary public service.

Figure LU1: Fire Facilities Service Area

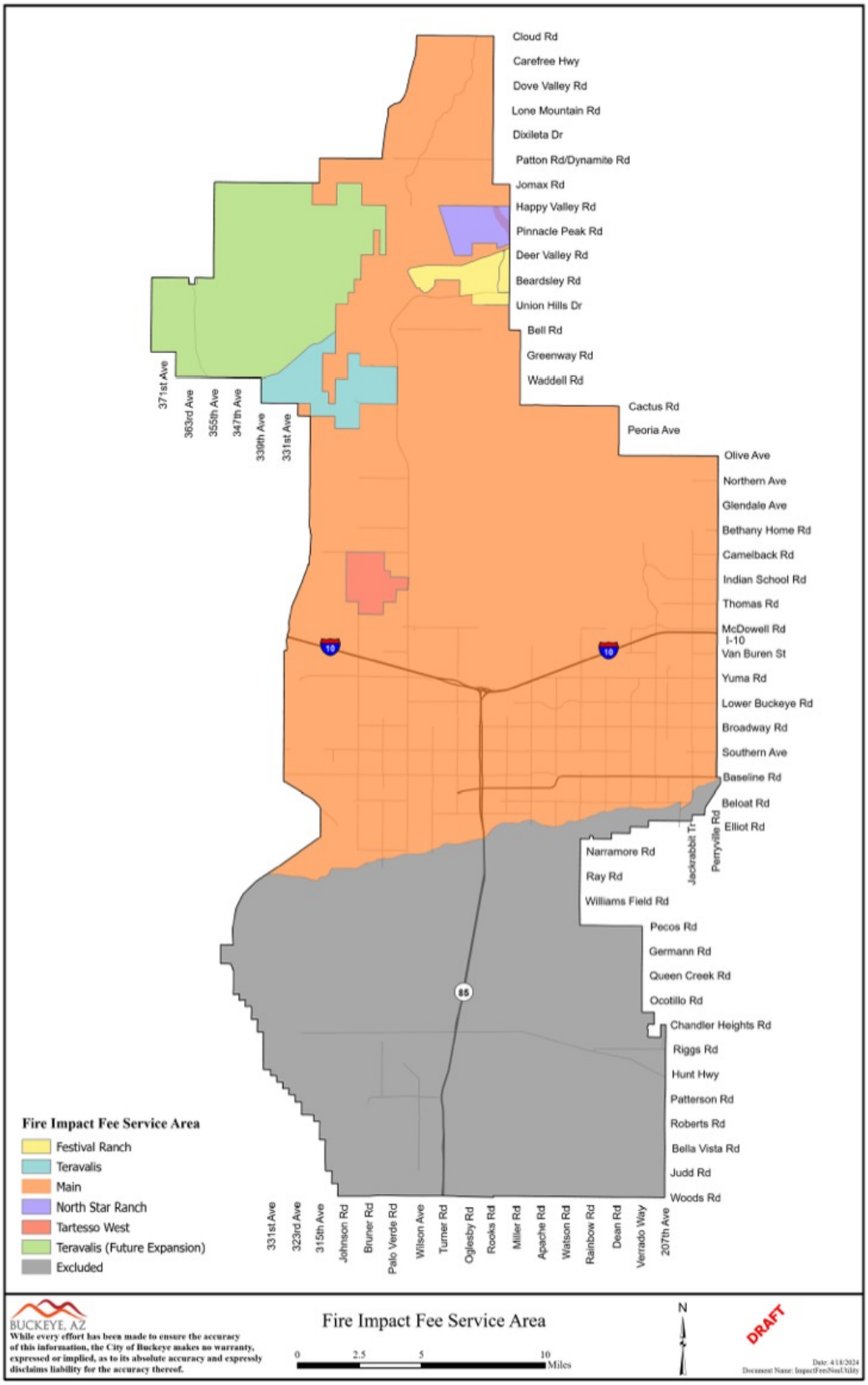


Figure LU2: Library Facilities Service Area

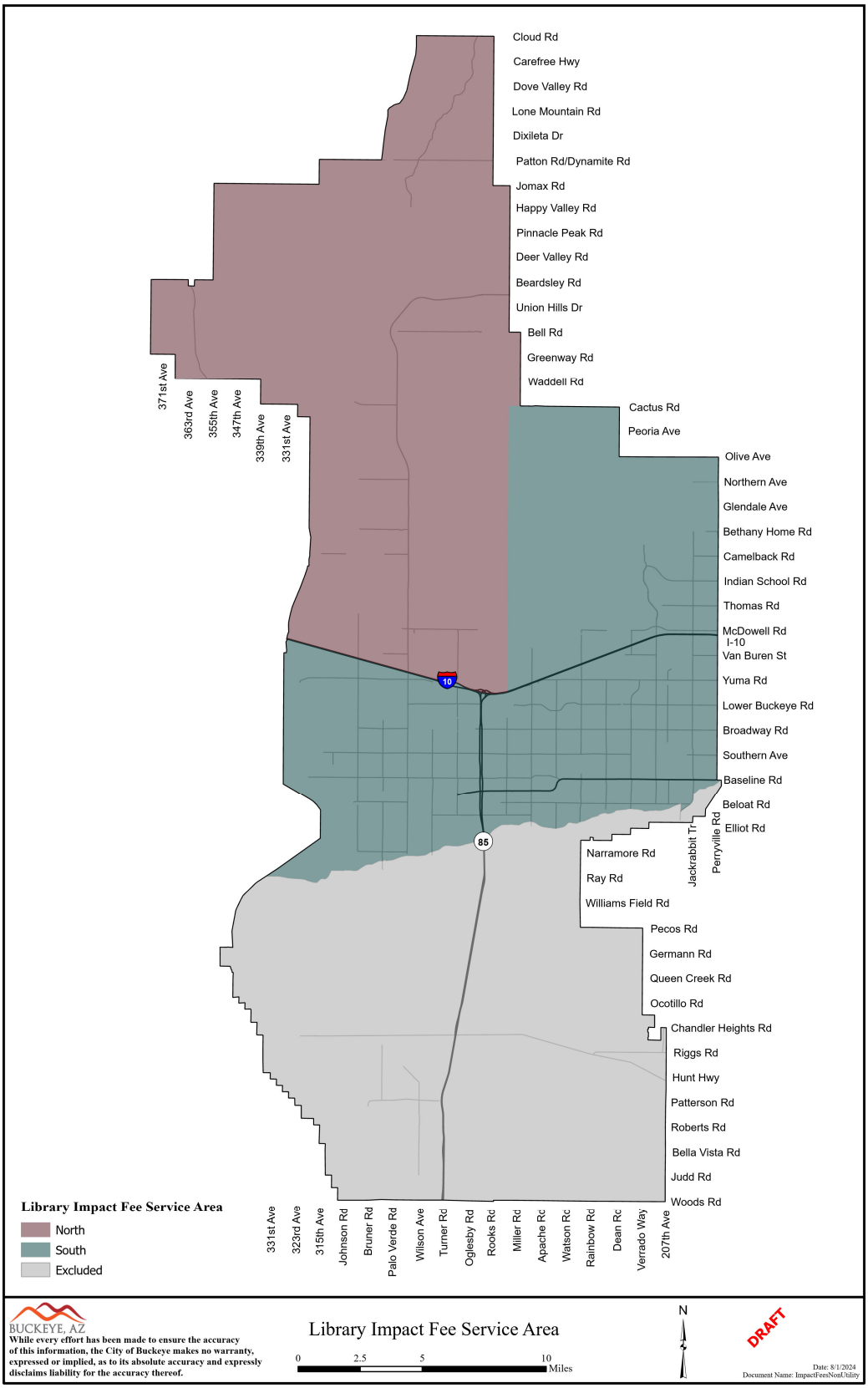


Figure LU3: Parks and Recreational Facilities Service Area

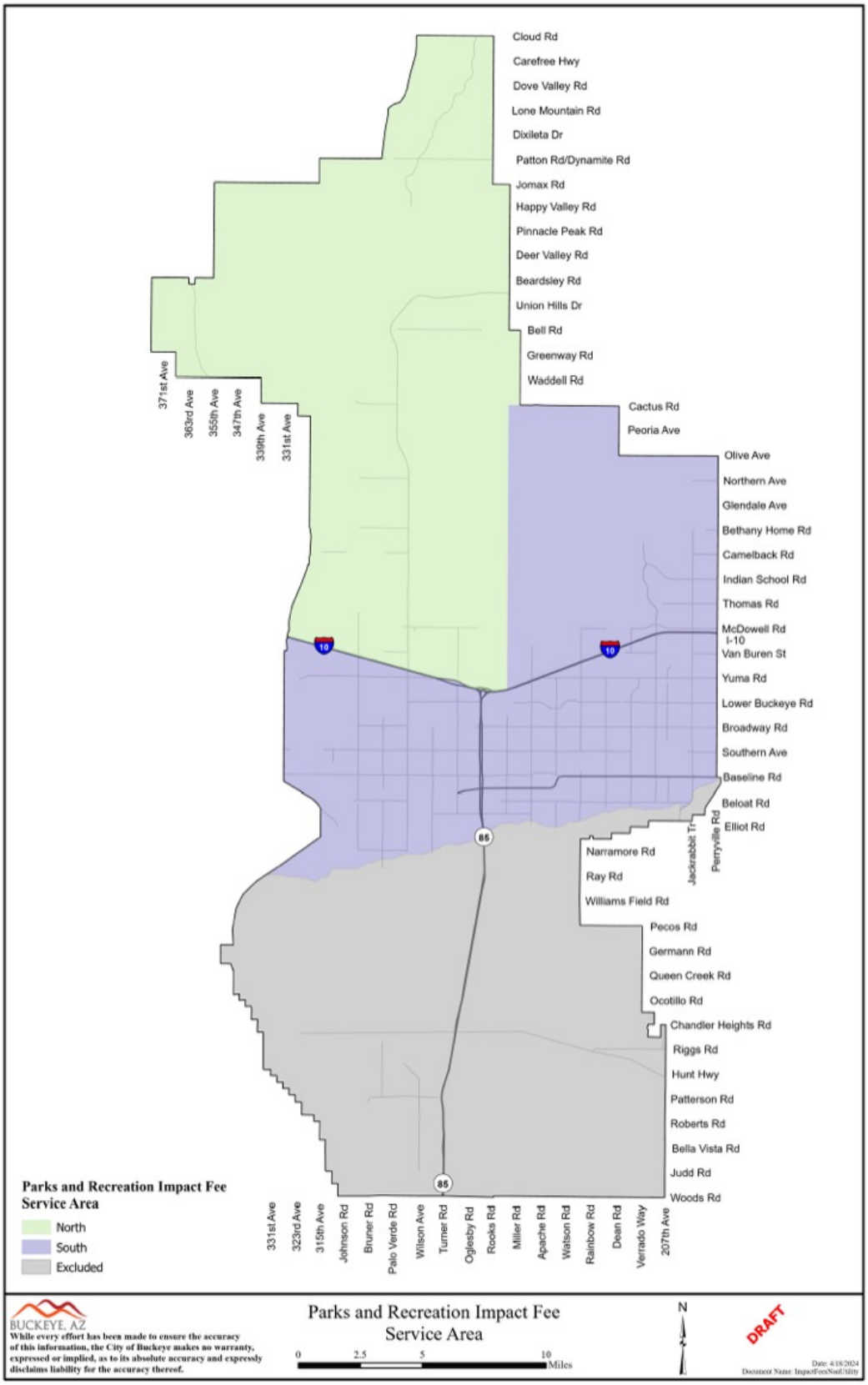


Figure LU4: Police Facilities Service Area

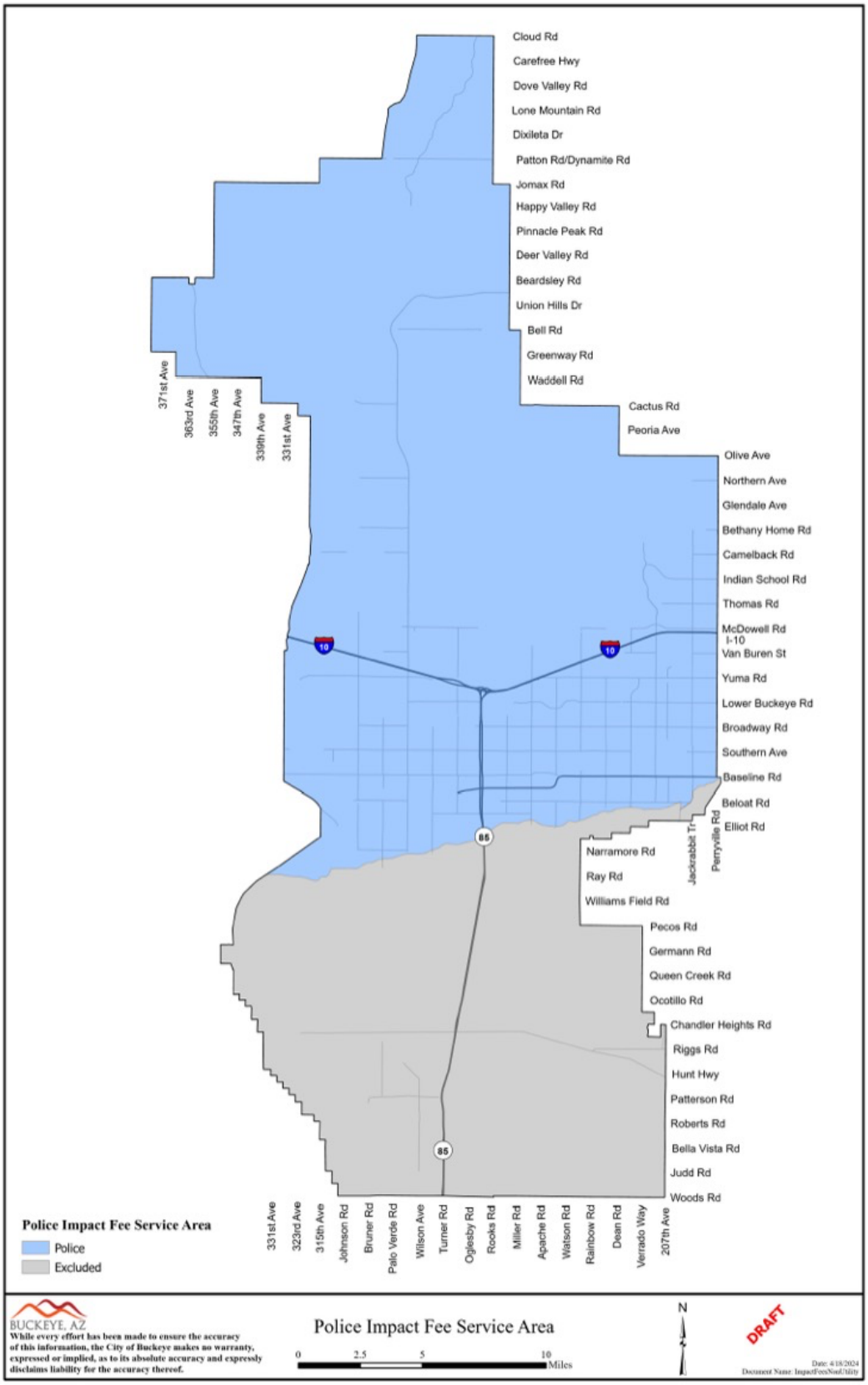


Figure LU5: Street Facilities Service Area

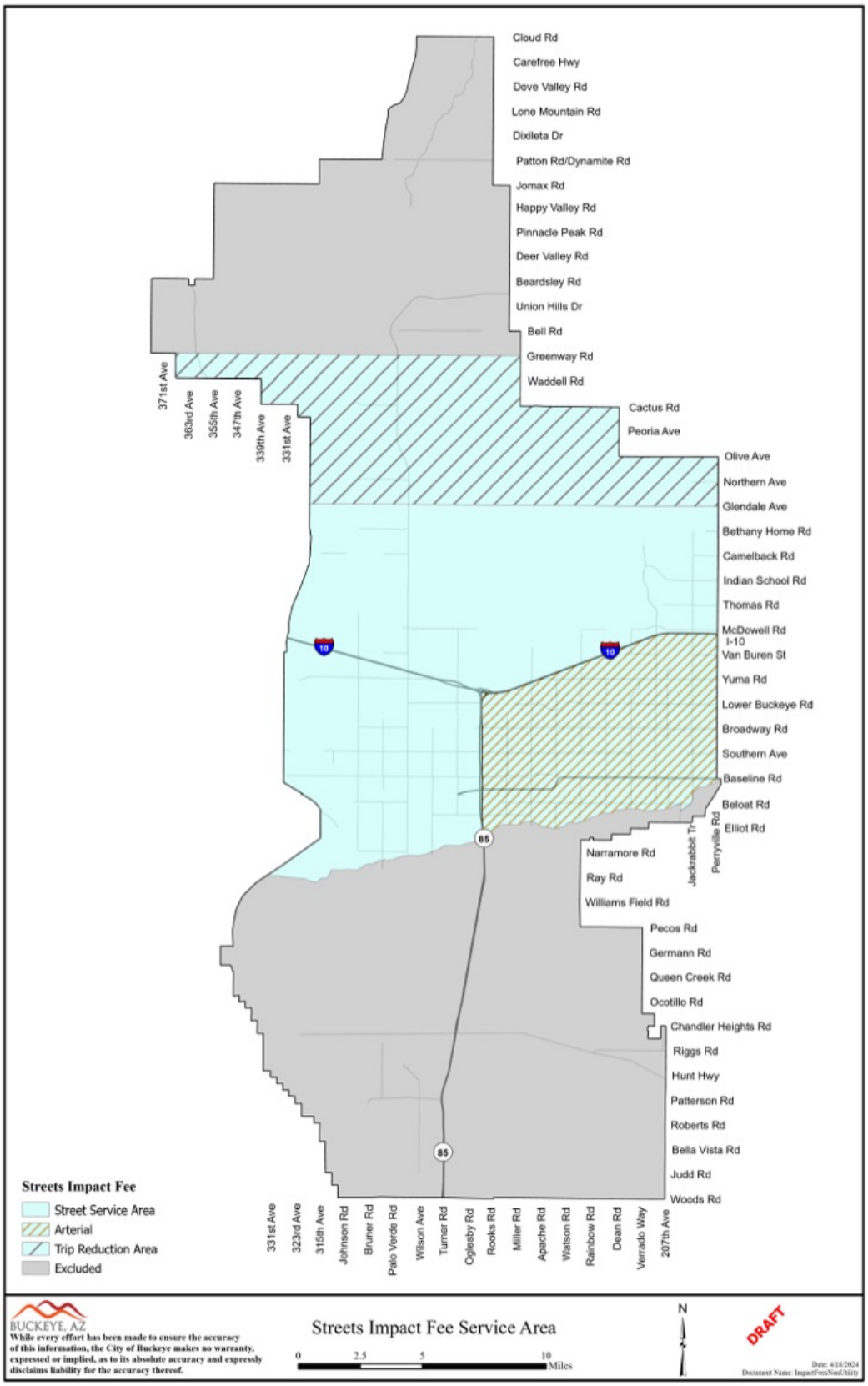


Figure LU6: Water Facilities Service Area

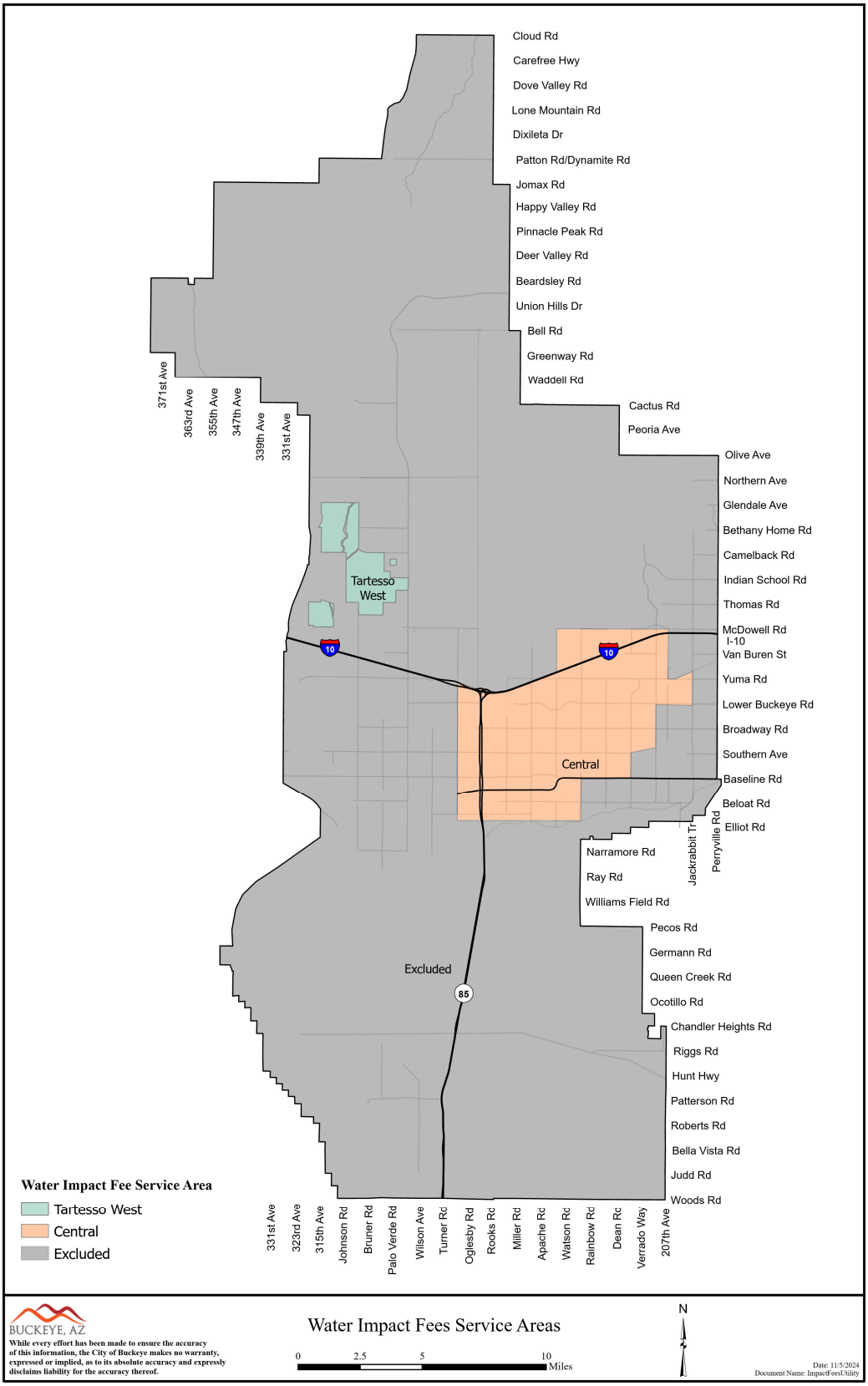
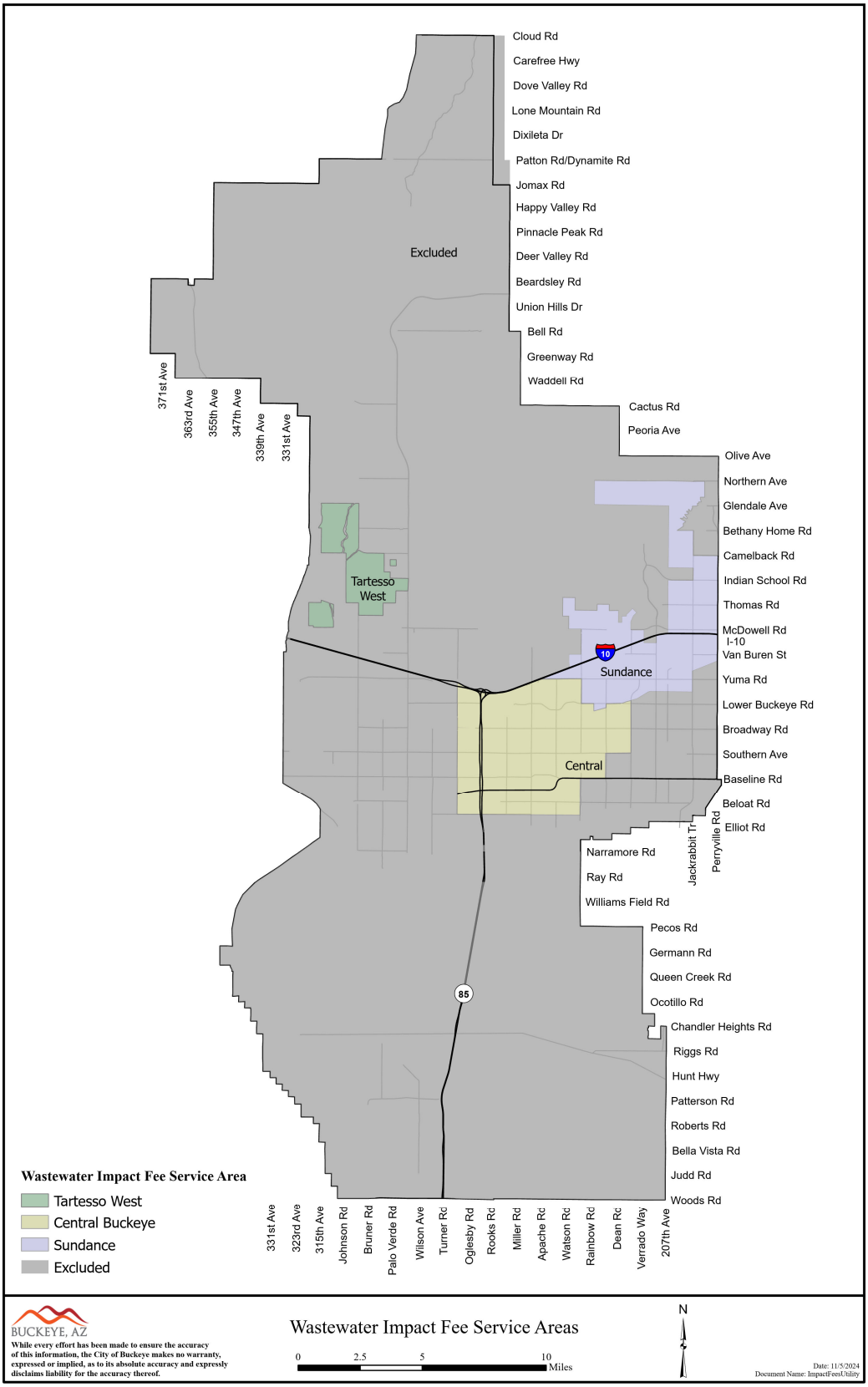


Figure LU7: Wastewater Facilities Service Area



RESIDENTIAL DEVELOPMENT

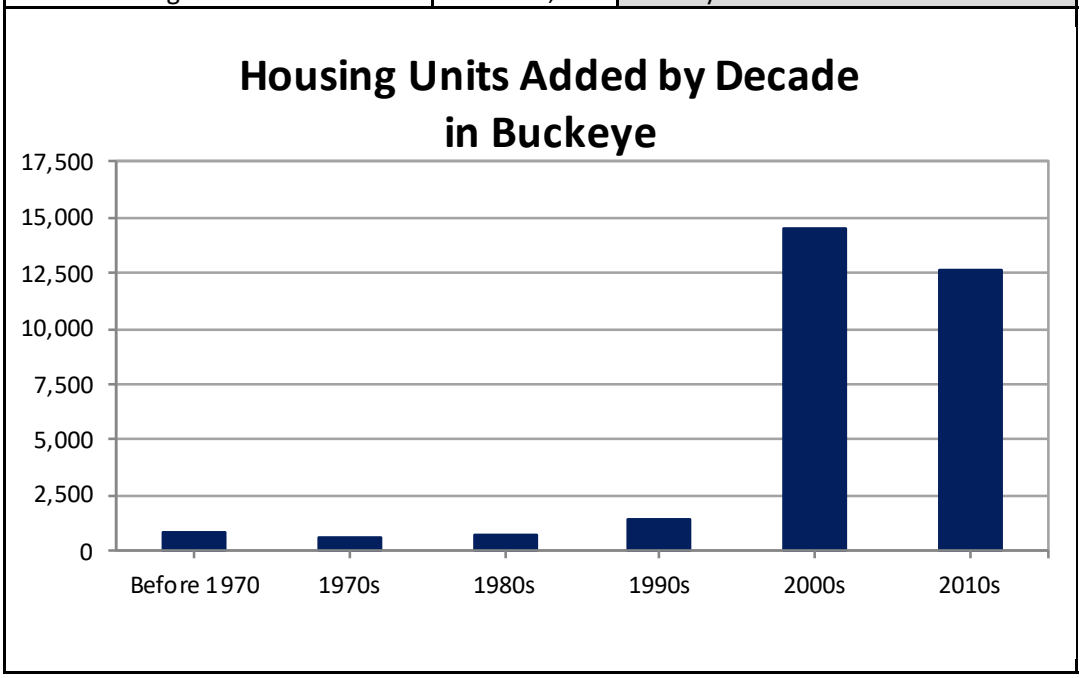
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure LU8 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, Buckeye's housing stock grew by an average of 1,265 housing units per year.

Figure LU8: Housing Units by Decade

Census 2010 Housing Units	18,207	Buckeye's housing stock grew by an average of 1,265 housing units per year from 2010 to 2020.
Census 2020 Housing Units	30,860	
New Housing Units 2010 to 2020	12,653	



Source: U.S. Census Bureau, Census 2020 DEC Demographic Profile, Census 2010 Summary File 1, 2017-2021 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When fee calculations use PPHU, infrastructure standards are derived using year-round population. When fee calculations use PPH, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development use persons per housing unit.

Shown below, Figure LU9 includes occupancy factors published in the Buckeye Water Engineering Design Standards. Low and medium density units (less than eight dwelling units per acre) average 3.20 persons per household, high density units (eight or more dwelling units per acre) average 2.50 persons per household, and active adult units (max eight dwelling units per acre) average 2.00 persons per household.

Figure LU9: Occupancy Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit
Low and Medium Density	less than 8	3.20
High Density (includes apartments)	8 or more	2.50
Active Adult	max 8	2.00

Source: Buckeye Water Engineering Design Standards, Section 3-1.202

Residential Estimates

According to estimates published by the U.S. Census Bureau, Buckeye's 2020 population included 91,502 persons living in 30,860 housing units. The Maricopa Association of Governments (MAG) released updated socioeconomic projections in June 2023. According to these projections, Buckeye's projected population in 2023 included 109,729 persons. Using traffic analysis zone (TAZ) data provided by MAG, and occupancy factors shown in Figure LU9, existing residential development in 2024 includes 119,044 persons and 40,080 housing units.

Figure LU10: Residential Estimates

Buckeye, Arizona	2020	2021	2022	2023	2024
	Census[1]	MAG[2]	MAG[2]	MAG[2]	Base Year[3]
Total Population	91,502	101,987	106,316	109,729	119,044
Housing Units	30,860	34,578	36,046	38,295	40,080

1. U.S. Census Bureau, 2020.
2. Municipality Population and Housing Unit Update, Maricopa Association of Governments (MAG) Regional
3. Population from Socioeconomic Projections, MAG, June 2023; housing units calculated by TischlerBise using MAG data and Buckeye Water Engineering Design Standards.

Residential Projections

Citywide Projections

Population and housing unit projections illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a faster rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease at a corresponding rate. For this study, the analysis assumes the occupancy factors shown in Figure LU9 will remain constant throughout the 10-year projection period.

Shown below, the analysis uses MAG data to project future single-family development. Projected multi-family units represent multi-family units in the development pipeline. TischlerBise uses occupancy factors shown in Figure LU9 to convert housing units to population. Based on these assumptions, 10-year projections include an increase of 85,579 persons and 29,507 housing units citywide.

Figure LU11: Residential Projections – Citywide

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Single-Family	38,782	41,092	43,325	45,739	47,878	50,257	52,380	54,088	55,736	58,062	60,324	21,542
Multi-Family	1,298	1,993	2,689	3,507	4,480	5,454	6,309	7,163	7,863	8,563	9,263	7,965
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Service Area Projections

The following figures include residential development projections associated with the service area maps shown at the beginning of this chapter. TischlerBise projects future residential development for each service area using the same methodology as the citywide development projections.

Figure LU12: Residential Projections – Fire Service Area

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Main	99,396	106,982	113,467	120,453	126,538	133,424	138,589	142,071	145,253	150,035	154,717	55,321
Festival Ranch	9,731	10,299	10,867	11,436	12,004	12,573	13,141	13,653	14,165	14,677	15,189	5,458
North Star Ranch	0	0	0	0	0	0	320	960	2,240	3,840	5,440	5,440
Tartesso West	9,918	10,361	10,803	11,246	11,689	12,131	12,574	13,115	13,656	14,197	14,738	4,820
Teravalis	0	0	960	2,400	4,228	6,055	8,139	10,220	11,660	13,100	14,540	14,540
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Main	30,342	32,925	35,130	37,490	39,575	41,900	43,671	44,923	45,997	47,647	49,235	18,893
Festival Ranch	5,950	6,234	6,518	6,802	7,087	7,371	7,655	7,911	8,167	8,423	8,679	2,729
North Star Ranch	0	0	0	0	0	0	100	300	700	1,200	1,700	1,700
Tartesso West	3,788	3,927	4,065	4,203	4,342	4,480	4,618	4,787	4,957	5,126	5,295	1,506
Teravalis	0	0	300	750	1,355	1,960	2,645	3,329	3,779	4,229	4,679	4,679
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Figure LU13: Residential Projections – Library Service Area

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**

Figure LU14: Residential Projections – Parks and Recreational Service Area

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**

Figure LU15: Residential Projections – Police Service Area

Police Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
Police	119,044	127,641	136,098	145,534	154,458	164,182	172,763	180,018	186,973	195,848	204,623	85,579
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Police	40,080	43,085	46,014	49,246	52,358	55,711	58,689	61,250	63,599	66,625	69,587	29,507
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Figure LU16: Residential Projections – Street Service Area

Street Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
Street	108,189	115,938	123,546	132,135	140,212	149,088	156,501	162,113	166,785	173,057	179,228	71,040
Total	**108,189**	**115,938**	**123,546**	**132,135**	**140,212**	**149,088**	**156,501**	**162,113**	**166,785**	**173,057**	**179,228**	**71,040**
Housing Units												
Street	33,774	36,408	38,965	41,825	44,566	47,548	50,054	52,006	53,545	55,661	57,714	23,940
Total	**33,774**	**36,408**	**38,965**	**41,825**	**44,566**	**47,548**	**50,054**	**52,006**	**53,545**	**55,661**	**57,714**	**23,940**

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure LU17, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) with 2,953 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure LU17: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
520	Elementary School	student	2.27	22.50	0.10	na
525	High School	student	1.94	21.95	0.09	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

The Maricopa Association of Governments (MAG) released updated socioeconomic projections in June 2023. According to MAG estimates, site-based employment included 10,597 jobs in 2020. To convert jobs to nonresidential floor area, TischlerBise multiplies the nonresidential demand factors shown in Figure LU17 by the job estimates shown below. For example, 2,378 industrial jobs multiplied by 2,953 square feet per industrial job equals 7,022,749 square feet of industrial development in 2020.

Figure LU18: Nonresidential Estimates

Development Type	2020 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2020 Estimated Floor Area[3]
Industrial[4]	2,378	22%	2,953	7,022,749
Commercial[5]	3,646	34%	471	1,716,112
Office & Other Services[6]	2,315	22%	307	711,158
Institutional[7]	2,258	21%	330	744,670
Total	10,597	100%		10,194,689

1. Socioeconomic Projections, Maricopa Association of Governments (MAG), 2023
2. Trip Generation, Institute of Transportation Engineers (ITE), 11th Edition (2021)
3. TischlerBise calculation (2020 jobs X ITE square feet per job factors)
4. MAG industrial employment
5. MAG retail employment
6. MAG office employment and other employment
7. MAG public employment

To estimate employment and nonresidential floor area in 2024, TischlerBise applies a straight-line projection from MAG 2020 employment estimates to MAG 2030 employment projections. For 2024, projected nonresidential development includes 18,246 jobs and 21,322,567 square feet of nonresidential floor area.

Development Type	2024 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2023 Estimated Floor Area[3]
Industrial[4]	5,540	30%	2,953	16,360,412
Commercial[5]	6,032	33%	471	2,839,253
Office & Other Services[6]	3,459	19%	307	1,062,723
Institutional[7]	3,215	18%	330	1,060,179
Total	18,246	100%		21,322,567

1. Socioeconomic Projections, Maricopa Association of Governments (MAG), 2024
2. Trip Generation, Institute of Transportation Engineers (ITE), 11th Edition (2021)
3. TischlerBise calculation (2024 jobs X ITE square feet per job factors)
4. MAG industrial employment
5. MAG retail employment
6. MAG office employment and other employment
7. MAG public employment

Nonresidential Projections

Citywide

Employment and floor area projections illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a faster rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease at a corresponding rate.

Based on the recommendation of Economic Development Department staff, TischlerBise projects industrial, commercial, and office development based on recent development trends. For industrial development, this includes entitled projects from 2025 through 2027, 1.0 million square feet per year in 2028 through 2030, and 750,000 square feet per year from 2031 through 2034. Projected commercial development includes entitled projects for 2025 and 2026 and 400,000 square feet per year from 2027 through 2034. Projected office development includes entitled projects for 2025, 100,000 square feet per year from 2026 through 2030, and 200,000 square feet per year from 2031 through 2034. To convert nonresidential floor area to employment, the analysis divides projected nonresidential floor area by employment density factors shown in Figure LU17.

TischlerBise projects institutional development using employment data published by the Maricopa Association of Governments (MAG). 10-year projections include an increase of 2,933 institutional jobs citywide. To convert institutional employment to nonresidential floor area, the analysis applies the employment density factor shown in Figure LU17 by the institutional employment projections. Projected nonresidential development over the next 10 years includes approximately 21,435,000 square feet and 23,930 jobs.

Figure LU19: Nonresidential Projections – Citywide

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
Industrial	5,540	6,165	6,790	7,415	7,755	8,207	8,658	9,024	9,390	9,756	10,121	4,581
Commercial	6,032	7,199	8,923	9,899	10,876	11,975	13,094	14,136	15,177	16,218	17,375	11,343
Office & Other Services	3,459	3,865	4,232	4,599	4,967	5,334	5,702	6,409	7,117	7,824	8,532	5,072
Institutional	3,215	3,460	3,705	3,950	4,195	4,439	4,684	5,037	5,389	5,741	6,148	2,933
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Industrial	16,360	18,207	20,053	21,899	22,903	24,236	25,570	26,650	27,730	28,810	29,890	13,530
Commercial	2,839	3,388	4,200	4,659	5,119	5,636	6,163	6,653	7,143	7,634	8,178	5,339
Office & Other Services	1,063	1,187	1,300	1,413	1,526	1,639	1,752	1,969	2,186	2,404	2,621	1,558
Institutional	1,157	1,238	1,318	1,399	1,480	1,561	1,641	1,758	1,874	1,990	2,165	1,008
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Service Area

The following figures include nonresidential development projections associated with the service area maps shown at the beginning of this chapter. TischlerBise projects future nonresidential development for each service area using the same methodology as the citywide development projections.

Figure LU20: Nonresidential Projections – Fire Service Area

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
Main	17,891	20,217	23,063	25,161	26,974	28,787	30,600	32,735	34,870	37,005	39,140	21,249
Festival Ranch	226	309	393	476	560	643	727	810	894	978	1,061	835
North Star Ranch	0	0	0	0	0	0	0	0	0	0	171	171
Tartesso West	130	162	194	226	258	290	342	355	369	382	395	266
Teravalis	0	0	0	0	0	235	470	704	939	1,174	1,409	1,409
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Main	21,204	23,760	26,567	29,022	30,635	32,248	33,861	35,338	36,815	38,291	39,768	18,564
Festival Ranch	76	109	143	177	210	244	278	311	345	379	412	337
North Star Ranch	0	0	0	0	0	0	0	0	0	0	114	114
Tartesso West	139	150	160	171	182	192	212	217	222	228	233	93
Teravalis	0	0	0	0	0	388	776	1,164	1,552	1,940	2,327	2,327
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU21: Nonresidential Projections – Library Service Area

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU22: Nonresidential Projections – Parks and Recreational Service Area

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU23: Nonresidential Projections – Police Service Area

Police Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
Police	18,246	20,688	23,649	25,863	27,792	29,956	32,139	34,606	37,072	39,539	42,176	23,930
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Police	21,419	24,019	26,871	29,370	31,027	33,072	35,127	37,030	38,934	40,837	42,854	21,435
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU24: Nonresidential Projections – Street Service Area

Street Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
Street	17,291	19,467	22,163	24,111	25,774	27,671	29,589	31,853	34,118	36,382	38,646	21,355
Total	**17,291**	**19,467**	**22,163**	**24,111**	**25,774**	**27,671**	**29,589**	**31,853**	**34,118**	**36,382**	**38,646**	**21,355**
Nonres. Sq Ft (x1,000)												
Street	21,048	23,541	26,284	28,676	30,226	32,163	34,110	35,917	37,725	39,532	41,339	20,291
Total	**21,048**	**23,541**	**26,284**	**28,676**	**30,226**	**32,163**	**34,110**	**35,917**	**37,725**	**39,532**	**41,339**	**20,291**

AVERAGE WEEKDAY VEHICLE TRIPS

Components used to determine average weekday vehicle trips (AWVT) include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit. For age restricted development, the proxy is Senior Adult Housing – Single-Family (ITE 251), and this type of development generates 4.31 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure LU25: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Buckeye for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure LU26, the U.S. Census Bureau's OnTheMap web application indicates 92 percent of resident workers traveled outside of Buckeye for work in 2020. In combination, these factors (0.31 x 0.50 x 0.92 = 0.14) support the additional 14 percent allocation of trips to residential development.

Figure LU26: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	36,902
Residents Living and Working in Buckeye	2,870
Residents Commuting Outside Buckeye for Work	34,032
Percent Commuting out of Buckeye	92%
Additional Production Trips[1]	14%
Standard Trip Rate Adjustment	50%
Residential Trip Adjustment Factor	64%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.1) and LEHD Origin-Destination Employment Statistics, 2020.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2020 indicate that 92 percent of Buckeye's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x .92 = 0.143) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure LU27, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Buckeye's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Buckeye's existing citywide development generates 302,706 vehicle trips on an average weekday.

Figure LU27: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	38,782	234,060
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,839	34,677
Office & Other Services	KSF	710	10.84	50%	1,063	5,760
Institutional	KSF	730	22.59	33%	1,157	8,623
Total						302,706

DEVELOPMENT PROJECTIONS

Citywide

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2024 are used in the development fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure LU28: Development Projections Summary

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Single-Family	38,782	41,092	43,325	45,739	47,878	50,257	52,380	54,088	55,736	58,062	60,324	21,542
Multi-Family	1,298	1,993	2,689	3,507	4,480	5,454	6,309	7,163	7,863	8,563	9,263	7,965
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Industrial	5,540	6,165	6,790	7,415	7,755	8,207	8,658	9,024	9,390	9,756	10,121	4,581
Commercial	6,032	7,199	8,923	9,899	10,876	11,975	13,094	14,136	15,177	16,218	17,375	11,343
Office & Other Services	3,459	3,865	4,232	4,599	4,967	5,334	5,702	6,409	7,117	7,824	8,532	5,072
Institutional	3,215	3,460	3,705	3,950	4,195	4,439	4,684	5,037	5,389	5,741	6,148	2,933
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Industrial	16,360	18,207	20,053	21,899	22,903	24,236	25,570	26,650	27,730	28,810	29,890	13,530
Commercial	2,839	3,388	4,200	4,659	5,119	5,636	6,163	6,653	7,143	7,634	8,178	5,339
Office & Other Services	1,063	1,187	1,300	1,413	1,526	1,639	1,752	1,969	2,186	2,404	2,621	1,558
Institutional	1,157	1,238	1,318	1,399	1,480	1,561	1,641	1,758	1,874	1,990	2,165	1,008
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Fire Service Area

TischlerBise uses these projections to calculate fire facilities development fees.

Figure LU29: Development Projections Summary

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Main	99,396	106,982	113,467	120,453	126,538	133,424	138,589	142,071	145,253	150,035	154,717	55,321
Festival Ranch	9,731	10,299	10,867	11,436	12,004	12,573	13,141	13,653	14,165	14,677	15,189	5,458
North Star Ranch	0	0	0	0	0	0	320	960	2,240	3,840	5,440	5,440
Tartesso West	9,918	10,361	10,803	11,246	11,689	12,131	12,574	13,115	13,656	14,197	14,738	4,820
Teravalis	0	0	960	2,400	4,228	6,055	8,139	10,220	11,660	13,100	14,540	14,540
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Main	30,342	32,925	35,130	37,490	39,575	41,900	43,671	44,923	45,997	47,647	49,235	18,893
Festival Ranch	5,950	6,234	6,518	6,802	7,087	7,371	7,655	7,911	8,167	8,423	8,679	2,729
North Star Ranch	0	0	0	0	0	0	100	300	700	1,200	1,700	1,700
Tartesso West	3,788	3,927	4,065	4,203	4,342	4,480	4,618	4,787	4,957	5,126	5,295	1,506
Teravalis	0	0	300	750	1,355	1,960	2,645	3,329	3,779	4,229	4,679	4,679
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Main	17,891	20,217	23,063	25,161	26,974	28,787	30,600	32,735	34,870	37,005	39,140	21,249
Festival Ranch	226	309	393	476	560	643	727	810	894	978	1,061	835
North Star Ranch	0	0	0	0	0	0	0	0	0	0	171	171
Tartesso West	130	162	194	226	258	290	342	355	369	382	395	266
Teravalis	0	0	0	0	0	235	470	704	939	1,174	1,409	1,409
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Main	21,204	23,760	26,567	29,022	30,635	32,248	33,861	35,338	36,815	38,291	39,768	18,564
Festival Ranch	76	109	143	177	210	244	278	311	345	379	412	337
North Star Ranch	0	0	0	0	0	0	0	0	0	0	114	114
Tartesso West	139	150	160	171	182	192	212	217	222	228	233	93
Teravalis	0	0	0	0	0	388	776	1,164	1,552	1,940	2,327	2,327
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Library Service Area

TischlerBise uses these projections to calculate library facilities development fees.

Figure LU30: Development Projections Summary

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Parks and Recreational Service Area

TischlerBise uses these projections to calculate parks and recreational facilities development fees.

Figure LU31: Development Projections Summary

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Police Service Area

TischlerBise uses these projections to calculate police facilities development fees.

Figure LU32: Development Projections Summary

Police Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Police	119,044	127,641	136,098	145,534	154,458	164,182	172,763	180,018	186,973	195,848	204,623	85,579
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Police	40,080	43,085	46,014	49,246	52,358	55,711	58,689	61,250	63,599	66,625	69,587	29,507
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Police	18,246	20,688	23,649	25,863	27,792	29,956	32,139	34,606	37,072	39,539	42,176	23,930
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Police	21,419	24,019	26,871	29,370	31,027	33,072	35,127	37,030	38,934	40,837	42,854	21,435
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Street Service Area

TischlerBise uses these projections to calculate street facilities development fees.

Figure LU33: Development Projections Summary

Street Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Interchange	39,360	41,783	44,206	46,630	49,053	51,476	53,900	57,403	60,906	64,410	67,913	28,553
Trip Reduction	39	49	1,019	2,469	4,306	6,143	8,237	10,708	12,538	14,369	16,199	16,160
Arterial	68,790	74,106	78,321	83,037	86,853	91,469	94,364	94,002	93,340	94,278	95,116	26,327
Total	**108,189**	**115,938**	**123,546**	**132,135**	**140,212**	**149,088**	**156,501**	**162,113**	**166,785**	**173,057**	**179,228**	**71,040**
Housing Units												
Interchange	15,003	15,778	16,554	17,311	18,069	18,827	19,584	20,679	21,774	22,869	23,964	8,960
Trip Reduction	12	15	318	771	1,380	1,988	2,676	3,482	4,054	4,626	5,198	5,185
Arterial	18,759	20,614	22,093	23,743	25,118	26,734	27,794	27,845	27,718	28,167	28,553	9,794
Total	**33,774**	**36,408**	**38,965**	**41,825**	**44,566**	**47,548**	**50,054**	**52,006**	**53,545**	**55,661**	**57,714**	**23,940**
Employment												
Interchange	4,665	5,177	5,689	6,201	6,714	7,226	7,758	9,173	10,588	12,003	13,418	8,753
Trip Reduction	6	8	9	11	12	248	485	749	1,014	1,278	1,543	1,537
Arterial	12,620	14,282	16,465	17,899	19,048	20,197	21,346	21,931	22,516	23,101	23,685	11,065
Total	**17,291**	**19,467**	**22,163**	**24,111**	**25,774**	**27,671**	**29,589**	**31,853**	**34,118**	**36,382**	**38,646**	**21,355**
Nonres. Sq Ft (x1,000)												
Interchange	2,497	2,715	2,933	3,151	3,369	3,587	3,814	4,512	5,210	5,908	6,606	4,109
Trip Reduction	3	4	4	5	6	394	783	1,180	1,578	1,975	2,373	2,370
Arterial	18,548	20,822	23,347	25,521	26,851	28,182	29,513	30,225	30,937	31,649	32,361	13,813
Total	**21,048**	**23,541**	**26,284**	**28,676**	**30,226**	**32,163**	**34,110**	**35,917**	**37,725**	**39,532**	**41,339**	**20,291**

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Fire Facilities IIP includes components for fire stations, fire facilities, fire apparatus, fire equipment, and the cost of preparing the Fire Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for fire stations (Main service area), fire facilities, fire apparatus, and fire equipment. The cost recovery methodology is used for fire stations in the Festival Ranch, North Star Ranch, and Tartesso service areas. The plan-based methodology is used for the development fee report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees will allocate the cost of fire services between residential and nonresidential development based on calls for service data from 2020 through 2022 provided by Buckeye Fire Department. Based on calls for service from 2020 through 2022, residential development accounts for approximately 82 percent of proportionate share and nonresidential development accounts for the remaining 18 percent.

Figure F1: Proportionate Share

Call Type	2020	2021	2022	Total
Residential	5,706	6,257	4,953	16,916
Nonresidential	1,143	1,440	1,049	3,632
Total	6,849	7,697	6,002	20,548

Call Type	2020	2021	2022	Total
Residential	83%	81%	83%	82%
Nonresidential	17%	19%	17%	18%
Total	100%	100%	100%	100%

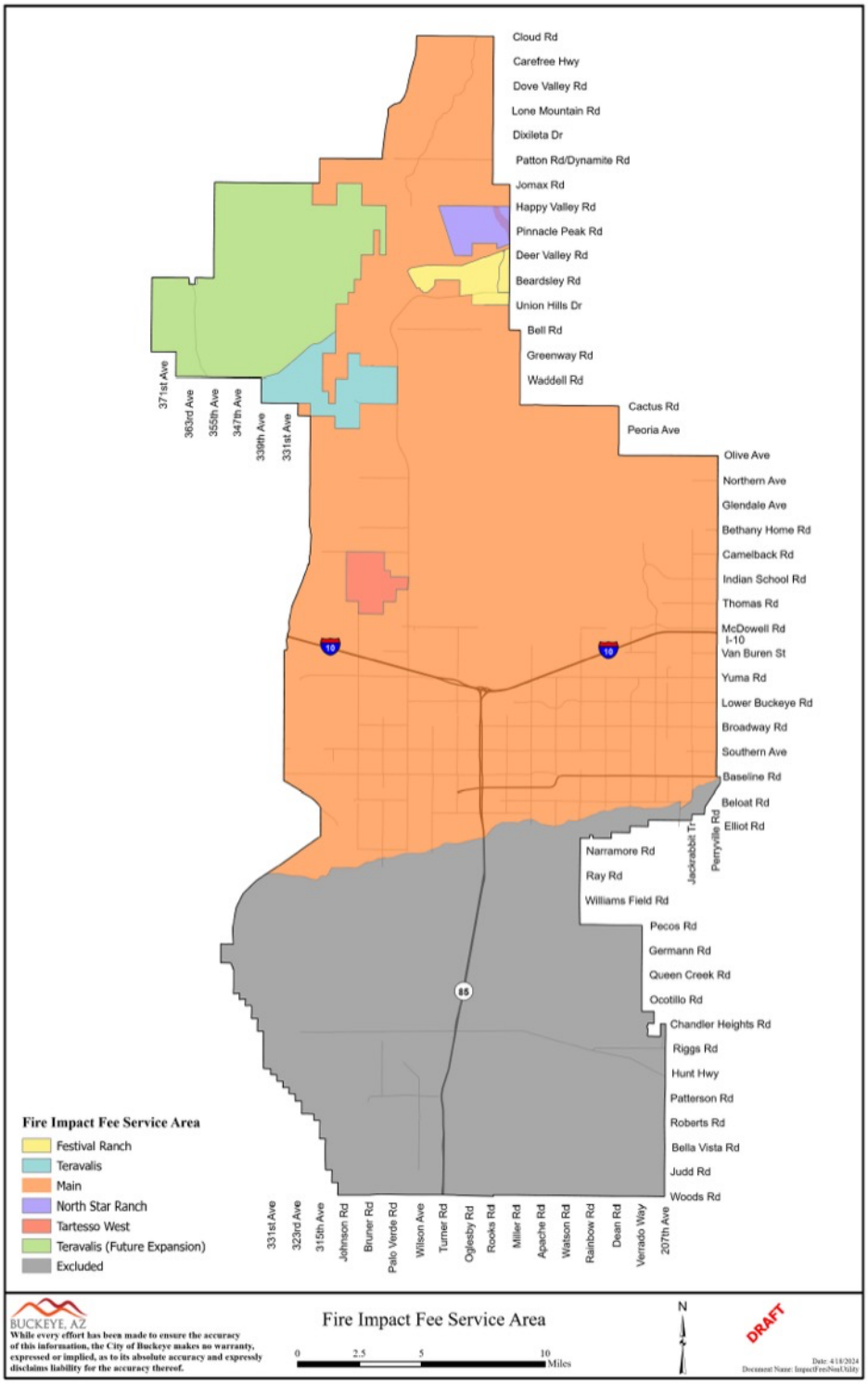
Source: Buckeye Fire Department

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand for fire services. Employment density is highest for office development and lowest for industrial development. Commercial and institutional densities fall between the other two categories. This ranking of employment densities is consistent with the relative demand for fire services from nonresidential development in Buckeye.

SERVICE AREA

Figure F2 includes the service area for the Fire Facilities IIP. Fire facilities, fire apparatus, and fire equipment use a citywide service area, and fire stations use the services areas shown in Figure F2.

Figure F2: Fire Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure F3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Fire Stations

This section includes the level-of-service analysis and cost factors for fire stations in each service area.

Main – Incremental Expansion

Buckeye currently provides 35,484 permanent square feet of fire stations to existing development in the main service area, and Buckeye plans to construct additional fire stations to serve future development. To allocate the proportionate share of demand for fire stations to residential and nonresidential development, this analysis uses the proportionate share shown in Figure F1. Buckeye's existing level of service for residential development is 0.2927 square feet per person (35,484 square feet X 82 percent residential share / 99,396 persons). The nonresidential level of service is 0.3570 square feet per job (35,484 square feet X 18 percent nonresidential share / 17,891 jobs).

Based on recent and planned construction costs provided by the Buckeye Fire Department, the construction cost for fire stations is $1,300 per square foot. The analysis uses this cost as a proxy for future growth-related fire station costs, and Buckeye may use development fees to expand or construct fire stations needed to serve future development. For fire stations in the main service area, the cost is $380.56 per person (0.2927 square feet per person X $1,300 per square foot) and $464.11 per job (0.3570 square feet per job X $1,300 per square foot).

Figure F4: Existing Level of Service

Description	Total Sq Ft	Permanent Sq Ft
701 - Downtown	8,000	8,000
702 - Sundance	12,200	12,200
703 - Verrado	15,284	15,284
706 - Westpark	1,913	0
Total	37,397	35,484

Cost Factors	
Cost per Square Foot	$1,300

Level-of-Service (LOS) Standards	
Existing Square Feet (Permanent)	35,484
Residential	
Residential Share	82%
2024 Population (Main)	99,396
Square Feet per Person	0.2927
Cost per Person	$380.56
Nonresidential	
Nonresidential Share	18%
2024 Jobs (Main)	17,891
Square Feet per Job	0.3570
Cost per Job	$464.11

Source: Buckeye Fire Department

Festival Ranch – Cost Recovery

Buckeye currently provides 11,870 square feet of fire stations to existing development in the Festival Ranch service area, and the fire station is designed to serve buildout of the service area equal to 30,312 persons and 1,061 jobs. A developer constructed Fire Station 704 as required by the development agreement, and Buckeye provides a development fee credit related to Fire Station 704. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 94 percent residential and six percent nonresidential. Buckeye's planned level of service for residential development is 0.3681 square feet per person (11,870 square feet X 94 percent residential share / 30,312 persons). The nonresidential planned level of service is 0.6712 square feet per job (11,870 square feet X six percent nonresidential share / 1,061 jobs).

The cost to construct Fire Station 704 was $6,800,000, so the analysis uses $573 per square foot in the fee calculation. For fire stations in the Festival Ranch service area, the cost is $210.87 per person (0.3681 square feet per person X $573 per square foot) and $384.50 per job (0.6712 square feet per job X $573 per square foot).

Figure F5: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
704 - Sun City Festival	11,870	$6,800,000	$573
Total	11,870	$6,800,000	$573

Cost Factors	
Cost per Square Foot	$573

Level-of-Service (LOS) Standards	
Existing Square Feet	11,870
Residential	
Residential Share	94%
Projected Population[1]	30,312
Square Feet per Person	0.3681
Cost per Person	$210.87
Nonresidential	
Nonresidential Share	6%
Projected Jobs[1]	1,061
Square Feet per Job	0.6712
Cost per Job	$384.50

Source: Buckeye Fire Department

1. Based on Festival Ranch CMP, Planning Units E and F

North Star Ranch – Cost Recovery

Fire Station 710 will provide 12,500 square feet to serve buildout of the North Star Ranch service area equal to 29,958 persons and 912 jobs. A developer will construct Fire Station 710 as required by the development agreement, and Buckeye will reimburse the developer with development fees generated within the service area. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 95 percent residential and five percent nonresidential. Buckeye's planned level of service for residential development is 0.3964 square feet per person (12,500 square feet X 95 percent residential share / 29,958 persons). The nonresidential planned level of service is 0.6849 square feet per job (12,500 square feet X five percent nonresidential share / 912 jobs).

Based on a construction cost estimate of $19,950,000 provided by the Buckeye Fire Department, the construction cost for Fire Station 710 is $1,596 per square foot. For fire stations in the North Star Ranch service area, the cost is $632.63 per person (0.3964 square feet per person X $1,596 per square foot) and $1,093.17 per job (0.6849 square feet per job X $1,596 per square foot).

Figure F6: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
710 - North Star Ranch	12,500	$16,250,000	$1,300
Land (3 acres)	n/a	$700,000	n/a
Communication Tower	n/a	$3,000,000	n/a
Total	12,500	$19,950,000	$1,596

Cost Factors	
Cost per Square Foot	$1,596

Level-of-Service (LOS) Standards	
Planned Square Feet	12,500
Residential	
Residential Share	95%
Projected Population[1]	29,958
Square Feet per Person	0.3964
Cost per Person	$632.63
Nonresidential	
Nonresidential Share	5%
Projected Jobs[1]	912
Square Feet per Job	0.6849
Cost per Job	$1,093.17

Source: Buckeye Fire Department

1. Based on North Star Ranch CMP

Tartesso – Cost Recovery

Buckeye currently provides 13,300 square feet of fire stations to existing development in the Tartesso service area, and the fire station is designed to serve buildout of the service area equal to 40,986 persons and 6,205 jobs. A developer constructed Fire Station 705 as required by the development agreement, and Buckeye will reimburse the developer with development fees generated within the service area. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 78 percent residential and 22 percent nonresidential. Buckeye's planned level of service for residential development is 0.2531 square feet per person (13,300 square feet X 78 percent residential share / 40,986 persons). The nonresidential planned level of service is 0.4715 square feet per job (6,205 square feet X 22 percent nonresidential share / 6,205 jobs).

The cost to construct Fire Station 704 was $5,446,683, so the analysis uses $410 per square foot in the calculation. The Tartesso service area fire station cost is $103.66 per person (0.2531 square feet per person X $410 per square foot) and $193.11 per job (0.4715 square feet per job X $410 per square foot).

Figure F7: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
705 - Tartesso	13,300	$5,446,683	$410
Total	13,300	$5,446,683	$410

Cost Factors	
Cost per Square Foot	$410

Level-of-Service (LOS) Standards	
Existing Square Feet	13,300
Residential	
Residential Share	78%
Projected Population[1]	40,986
Square Feet per Person	0.2531
Cost per Person	$103.66
Nonresidential	
Nonresidential Share	22%
Projected Jobs[1]	6,205
Square Feet per Job	0.4715
Cost per Job	$193.11

Source: Buckeye Fire Department

1. Based on Tartesso West CMP, Villages 1-3, 5

Teravalis – Excluded

Fire Station 709 will provide 17,500 square feet of fire stations to serve buildout of the Teravalis service area. A developer will fund construction of Fire Station 709 without development fee reimbursement, so there is no development fee cost for fire stations within this service area.

Fire Facilities – Incremental Expansion

Buckeye currently provides 5,081 square feet of fire facilities (not including fire stations) to existing development citywide, and Buckeye plans to construct additional fire facilities to serve future development. To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure F1. Buckeye's existing level of service for residential development is 0.0350 square feet per person (5,081 square feet X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.0501 square feet per job (5,081 square feet X 18 percent nonresidential share / 18,246 jobs).

The analysis uses the Fire Resource (Support) Building cost of $750 per square foot ($15,000,000 / 20,000 square feet) as a proxy for future growth-related fire facilities costs. Buckeye may use development fees to construct a portion of the Fire Resource (Support) Building or to construct other fire facilities (not including fire stations) needed to serve future development. For fire facilities, the cost is $26.25 per person (0.0350 square feet per person X $750 per square foot) and $37.59 per job (0.0501 square feet per job X $750 per square foot).

Figure F8: Existing Level of Service

Description	Square Feet
Fire Administration	5,081
Total	5,081

Cost Factors	
Resource (Support) Building	$15,000,000
Square Feet	20,000
Cost per Square Foot	$750

Level-of-Service (LOS) Standards	
Existing Square Feet	5,081
Residential	
Residential Share	82%
2024 Population	119,044
Square Feet per Person	0.0350
Cost per Person	$26.25
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Square Feet per Job	0.0501
Cost per Job	$37.59

Source: Buckeye Fire Department

Fire Apparatus – Incremental Expansion

Buckeye currently serves existing development with 12 fire apparatus, and Buckeye plans to acquire additional fire apparatus to serve future development. The replacement cost of the existing fleet is $17,200,000. To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses proportionate share outlined in Figure F1. Buckeye's existing level of service for residential development is 0.00008 units per person (12 units X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.00012 units per job (12 units X 18 percent nonresidential share / 18,246 jobs).

The weighted average cost of Buckeye's existing fire apparatus is $1,433,333 per unit ($17,200,000 total cost / 12 units), and the analysis uses this cost as a proxy for future growth-related fire apparatus costs. Buckeye may use development fees to expand its fire apparatus fleet. For fire apparatus, the cost is $118.48 per person (0.00008 units per person X $1,433,333 per unit) and $169.68 per job (0.00012 units per job X $1,433,333 per unit).

Figure F9: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Pumper	10	$1,250,000	$12,500,000
Ladder Truck	2	$2,350,000	$4,700,000
Total	12	$1,433,333	$17,200,000

Cost Factors	
Weighted Average per Unit	$1,433,333

Level-of-Service (LOS) Standards	
Existing Units	12
Residential	
Residential Share	82%
2024 Population	119,044
Units per Person	0.00008
Cost per Person	$118.48
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Units per Job	0.00012
Cost per Job	$169.68

Source: Buckeye Fire Department

Fire Equipment – Incremental Expansion

Buckeye currently serves existing development with 14 units of fire equipment, and Buckeye plans to acquire additional equipment to serve future development. The replacement cost of the existing inventory is $3,583,466. To allocate the proportionate share of demand for fire equipment to residential and nonresidential development, this analysis uses proportionate share outlined in Figure F1. Buckeye's existing level of service for residential development is 0.00010 units per person (14 units X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.00014 units per job (14 units X 18 percent nonresidential share / 18,246 jobs).

The weighted average cost of Buckeye's existing fire equipment is $255,962 per unit ($3,583,466 total cost / 14 units), and the analysis uses this cost as a proxy for future growth-related fire equipment costs. Buckeye may use development fees to expand its fire equipment inventory. For fire equipment, the cost is $24.68 per person (0.00010 units per person X $255,962 per unit) and $35.35 per job (0.00014 units per job X $255,962 per unit).

Figure F10: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Haz Mat Truck	1	$1,500,000	$1,500,000
Small Pickup Truck	10	$72,000	$720,000
Air and Light Trailer	1	$82,000	$82,000
Heavy Duty Pickup Truck	1	$100,000	$100,000
Regional Wireless (Fire Share)	1	$1,181,466	$1,181,466
Total	14	$255,962	$3,583,466

Cost Factors	
Weighted Average per Unit	$255,962

Level-of-Service (LOS) Standards	
Existing Units	14
Residential	
Residential Share	82%
2024 Population	119,044
Units per Person	0.00010
Cost per Person	$24.68
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Units per Job	0.00014
Cost per Job	$35.35

Source: Buckeye Fire Department

Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and related development fee report equals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is $0.50 per person and $0.42 per job.

Figure F11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. To maintain the existing level of service, Buckeye will need to construct approximately 4,195 square feet of fire facilities, acquire approximately 10 fire apparatus, and acquire approximately 12 units of equipment over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Fire Facilities IIP, including fire stations.

Fire Stations

This section includes projected demand for fire stations in each service area.

Main – Incremental Expansion

Buckeye plans to maintain its level of service for fire stations in the main service area over the next 10 years. Based on a projected population increase of 55,321 persons, future residential development demands approximately 16,195 square feet of fire stations (55,321 additional persons X 0.2927 square feet per person). With projected employment growth of 21,249 jobs, future nonresidential development demands approximately 7,586 square feet of fire stations (21,249 additional jobs X 0.3570 square feet per job). Future development demands approximately 23,781 square feet of fire stations at a cost of $30,914,720 (23,780.6 square feet X $1,300 per square foot). Buckeye may use development fees to construct additional fire stations in the main service area.

Figure F12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Stations	0.2927 Square Feet	per Person	$1,300
	0.3570 Square Feet	per Job	

Demand for Fire Stations					
Year	Population (Main)	Jobs (Main)	Square Feet		
			Residential	Nonresidential	Total
2024	99,396	17,891	29,096.9	6,387.1	35,484.0
2025	106,982	20,217	31,317.4	7,217.5	38,534.9
2026	113,467	23,063	33,216.0	8,233.6	41,449.6
2027	120,453	25,161	35,260.9	8,982.7	44,243.6
2028	126,538	26,974	37,042.3	9,630.0	46,672.3
2029	133,424	28,787	39,058.0	10,277.2	49,335.2
2030	138,589	30,600	40,570.1	10,924.5	51,494.6
2031	142,071	32,735	41,589.4	11,686.7	53,276.1
2032	145,253	34,870	42,520.9	12,448.8	54,969.8
2033	150,035	37,005	43,920.8	13,211.0	57,131.8
2034	154,717	39,140	45,291.4	13,973.2	59,264.6
10-Yr Increase	55,321	21,249	16,194.5	7,586.1	23,780.6

Growth-Related Expenditures	$21,052,850	$9,861,870	$30,914,720

Festival Ranch – Cost Recovery

Buckeye will provide a development fee credit to the developer for costs associated with Fire Station 704. Based on a projected population increase of 5,458 persons, future residential development during the next 10 years demands approximately 2,009 square feet of the existing fire station (5,458 additional persons X 0.3681 square feet per person). With projected nonresidential growth of 835 jobs, future nonresidential development during the next 10 years demands approximately 561 square feet of the existing fire station (835 additional jobs X 0.6712 square feet per job). Future development during the next 10 years demands approximately 2,570 square feet of the existing fire station with a projected development fee credit of $1,472,240 (2,569.9 square feet X $573 per square foot).

Figure F13: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.3681 Square Feet	per Person	$573
	0.6712 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	9,731	226	3,581.8	151.5	3,733.3
2025	10,299	309	3,791.0	207.6	3,998.6
2026	10,867	393	4,000.3	263.6	4,263.9
2027	11,436	476	4,209.5	319.7	4,529.2
2028	12,004	560	4,418.7	375.8	4,794.5
2029	12,573	643	4,628.0	431.9	5,059.8
2030	13,141	727	4,837.2	487.9	5,325.1
2031	13,653	810	5,025.6	544.0	5,569.6
2032	14,165	894	5,214.1	600.1	5,814.2
2033	14,677	978	5,402.6	656.1	6,058.7
2034	15,189	1,061	5,591.0	712.2	6,303.2
10-Yr Increase	5,458	835	2,009.2	560.7	2,569.9

Growth-Related Expenditures	$1,151,032	$321,208	$1,472,240

North Star Ranch – Cost Recovery

Buckeye will use development fees to reimburse developer costs associated with construction of Fire Station 710. Based on a projected population increase of 5,440 persons, future residential development during the next 10 years demands approximately 2,156 square feet of the planned fire station (5,440 persons X 0.3964 square feet per person). With projected nonresidential growth of 171 jobs, future nonresidential development during the next 10 years demands approximately 117 square feet of the planned fire station (171 jobs X 0.6849 square feet per job). Future development during the next 10 years demands approximately 2,273 square feet of the planned fire station and projected development fee revenue equals $3,628,397 (2,273.4 square feet X $1,596 per square foot). Full reimbursement of Fire Station 710 costs will occur beyond the 10-year study timeframe.

Figure F14: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.3964 Square Feet	per Person	$1,596
	0.6849 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	0	0	0.0	0.0	0.0
2025	0	0	0.0	0.0	0.0
2026	0	0	0.0	0.0	0.0
2027	0	0	0.0	0.0	0.0
2028	0	0	0.0	0.0	0.0
2029	0	0	0.0	0.0	0.0
2030	320	0	126.8	0.0	126.8
2031	960	0	380.5	0.0	380.5
2032	2,240	0	887.9	0.0	887.9
2033	3,840	0	1,522.1	0.0	1,522.1
2034	5,440	171	2,156.3	117.1	2,273.4
10-Yr Increase	5,440	171	2,156.3	117.1	2,273.4

Growth-Related Expenditures	$3,441,504	$186,893	$3,628,397

Tartesso – Cost Recovery

Buckeye will use development fees to reimburse developer costs associated with construction of Fire Station 705. Based on a projected population increase of 4,820 persons, future residential development during the next 10 years demands approximately 1,220 square feet of the existing fire station (4,820 additional persons X 0.2531 square feet per person). With projected nonresidential growth of 266 jobs, future nonresidential development during the next 10 years demands approximately 125 square feet of the existing fire station (266 additional jobs X 0.4715 square feet per job). Future development during the next 10 years demands approximately 1,345 square feet of the existing fire station and projected development fee revenue equals $550,890 (1,345.2 square feet X $410 per square foot). Full reimbursement of Fire Station 705 costs will occur beyond the 10-year study timeframe.

Figure F15: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.2531 Square Feet	per Person	$410
	0.4715 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	9,918	130	2,510.3	61.1	2,571.4
2025	10,361	162	2,622.4	76.2	2,698.6
2026	10,803	194	2,734.4	91.3	2,825.8
2027	11,246	226	2,846.5	106.5	2,952.9
2028	11,689	258	2,958.5	121.6	3,080.1
2029	12,131	290	3,070.6	136.7	3,207.3
2030	12,574	342	3,182.6	161.3	3,343.9
2031	13,115	355	3,319.5	167.5	3,487.1
2032	13,656	369	3,456.4	173.8	3,630.2
2033	14,197	382	3,593.3	180.1	3,773.4
2034	14,738	395	3,730.2	186.4	3,916.6
10-Yr Increase	4,820	266	1,219.9	125.2	1,345.2

Growth-Related Expenditures	$499,597	$51,292	$550,890

Fire Facilities – Incremental Expansion

Buckeye plans to maintain the existing level of service for fire facilities (not including fire stations) over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands approximately 2,995 square feet of fire facilities (85,579 additional persons X 0.0350 square feet per person). With projected employment growth of 23,930 jobs, future nonresidential development demands approximately 1,200 square feet of fire facilities (23,930 additional jobs X 0.0501 square feet per job). Future development demands approximately 4,195 square feet of fire facilities at a cost of $3,145,979 (4,194.6 square feet X $750 per square foot). Buckeye may use development fees to expand existing fire facilities or to construct additional fire facilities.

Figure F16: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Facilities	0.0350 Square Feet	per Person	$750
	0.0501 Square Feet	per Job	

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	119,044	18,246	4,166.4	914.6	5,081.0
2025	127,641	20,688	4,467.3	1,037.0	5,504.3
2026	136,098	23,649	4,763.3	1,185.4	5,948.7
2027	145,534	25,863	5,093.5	1,296.4	6,389.9
2028	154,458	27,792	5,405.9	1,393.1	6,798.9
2029	164,182	29,985	5,746.2	1,503.0	7,249.2
2030	172,763	32,139	6,046.5	1,611.0	7,657.4
2031	180,018	34,606	6,300.4	1,734.6	8,035.0
2032	186,973	37,072	6,543.9	1,858.2	8,402.1
2033	195,848	39,539	6,854.5	1,981.9	8,836.3
2034	204,623	42,176	7,161.6	2,114.1	9,275.6
10-Yr Increase	85,579	23,930	2,995.2	1,199.5	4,194.6

Growth-Related Expenditures	$2,246,369	$899,611	$3,145,979

Fire Apparatus – Incremental Expansion

Buckeye plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 7.1 fire apparatus (85,579 additional persons X 0.00008 units per person). With projected nonresidential growth of 23,930 jobs, future nonresidential development demands 2.8 fire apparatus (23,930 additional jobs X 0.00012 units per job). Future development demands approximately 10 fire apparatus at a cost of $14,199,526 (9.9 units X $1,433,333 per unit). Buckeye may use development fees to expand its fleet of fire apparatus.

Figure F17: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.00008 Units	per Person	$1,433,333
	0.00012 Units	per Job	

Demand for Fire Apparatus					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	119,044	18,246	9.8	2.2	12.0
2025	127,641	20,688	10.6	2.4	13.0
2026	136,098	23,649	11.2	2.8	14.0
2027	145,534	25,863	12.0	3.1	15.1
2028	154,458	27,792	12.8	3.3	16.1
2029	164,182	29,985	13.6	3.5	17.1
2030	172,763	32,139	14.3	3.8	18.1
2031	180,018	34,606	14.9	4.1	19.0
2032	186,973	37,072	15.5	4.4	19.8
2033	195,848	39,539	16.2	4.7	20.9
2034	204,623	42,176	16.9	5.0	21.9
10-Yr Increase	85,579	23,930	7.1	2.8	9.9

Growth-Related Expenditures	$10,139,091	$4,060,436	$14,199,526

Fire Equipment – Incremental Expansion

Buckeye plans to maintain its existing level of service for fire equipment over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 8.3 units of equipment (85,579 additional persons X 0.00010 units per person). With projected nonresidential growth of 23,930 jobs, future nonresidential development demands 3.3 units of equipment (23,930 additional jobs X 0.00014 units per job). Future development demands approximately 12 units of equipment at a cost of $2,958,344 (11.6 units X $255,962 per unit). Buckeye may use development fees to expand its fire equipment inventory.

Figure F18: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Equipment	0.00010 Units	per Person	$255,962
	0.00014 Units	per Job	

Demand for Fire Equipment					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	119,044	18,246	11.5	2.5	14.0
2025	127,641	20,688	12.3	2.9	15.2
2026	136,098	23,649	13.1	3.3	16.4
2027	145,534	25,863	14.0	3.6	17.6
2028	154,458	27,792	14.9	3.8	18.7
2029	164,182	29,956	15.8	4.1	20.0
2030	172,763	32,139	16.7	4.4	21.1
2031	180,018	34,606	17.4	4.8	22.1
2032	186,973	37,072	18.0	5.1	23.2
2033	195,848	39,539	18.9	5.5	24.3
2034	204,623	42,176	19.7	5.8	25.6
10-Yr Increase	85,579	23,930	8.3	3.3	11.6

Growth-Related Expenditures	$2,112,389	$845,955	$2,958,344

FIRE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Fire Facilities Development Fees

Main Service Area

Figure F19 includes infrastructure components and cost factors for fire facilities development fees in the main service area. The cost per service unit is $550.47 per person and $707.15 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,762 for a low/medium density unit is calculated using a cost per service unit of $550.47 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $239 per 1,000 square feet of industrial development is calculated using a cost per service unit of $707.15 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F19: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$380.56	$464.11
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$550.47	$707.15

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,762	$1,060	$702
High Density (≥8 DU/Acre)	2.50	$1,376	$828	$548
Age Restricted (≤8 DU/Acre)	2.00	$1,101	$662	$439

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$239	$170	$69
Commercial	2.12	$1,502	$1,168	$334
Office & Other Services	3.26	$2,302	$1,483	$819
Institutional	3.03	$2,144	$464	$1,680

1. See Land Use Assumptions

Festival Ranch Service Area

Figure F20 includes infrastructure components and cost factors for fire facilities development fees in the Festival Ranch service area. The cost per service unit is $169.91 per person and $243.04 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $544 for a low/medium density unit is calculated using a cost per service unit of $169.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $82 per 1,000 square feet of industrial development is calculated using a cost per service unit of $243.04 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F20: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$210.87	$384.50
Fire Stations Credit	($210.87)	($384.50)
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$169.91	$243.04

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$544	$498	$46
High Density (≥8 DU/Acre)	2.50	$425	$389	$36
Age Restricted (≤8 DU/Acre)	2.00	$340	$311	$29

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$82	$83	($1)
Commercial	2.12	$516	$568	($52)
Office & Other Services	3.26	$791	$721	$70
Institutional	3.03	$737	$226	$511

1. See Land Use Assumptions

North Star Ranch Service Area

Figure F21 includes infrastructure components and cost factors for fire facilities development fees in the North Star Ranch service area. The cost per service unit is $802.54 per person and $1,336.21 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $2,568 for a low/medium density unit is calculated using a cost per service unit of $802.54 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $452 per 1,000 square feet of industrial development is calculated using a cost per service unit of $1,336.21 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F21: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$632.63	$1,093.17
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$802.54	$1,336.21

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$2,568	$1,060	$1,508
High Density (≥8 DU/Acre)	2.50	$2,006	$828	$1,178
Age Restricted (≤8 DU/Acre)	2.00	$1,605	$662	$943

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$452	$170	$282
Commercial	2.12	$2,839	$1,168	$1,671
Office & Other Services	3.26	$4,350	$1,483	$2,867
Institutional	3.03	$4,049	$464	$3,585

1. See Land Use Assumptions

Tartesso Service Area

Figure F22 includes infrastructure components and cost factors for fire facilities development fees in the Tartesso service area. The cost per service unit is $273.57 per person and $436.15 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $875 for a low/medium density unit is calculated using a cost per service unit of $273.57 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $148 per 1,000 square feet of industrial development is calculated using a cost per service unit of $436.15 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F22: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$103.66	$193.11
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$273.57	$436.15

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$875	$866	$9
High Density (≥8 DU/Acre)	2.50	$684	$676	$8
Age Restricted (≤8 DU/Acre)	2.00	$547	$541	$6

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$148	$135	$13
Commercial	2.12	$927	$927	$0
Office & Other Services	3.26	$1,420	$1,176	$244
Institutional	3.03	$1,323	$368	$955

1. See Land Use Assumptions

Teravalis Service Area

Figure F23 includes infrastructure components and cost factors for fire facilities development fees in the Teravalis service area. The cost per service unit is $169.91 per person and $243.04 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $544 for a low/medium density unit is calculated using a cost per service unit of $169.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $82 per 1,000 square feet of industrial development is calculated using a cost per service unit of $243.04 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F23: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$0.00	$0.00
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$169.91	$243.04

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$544	$0	$544
High Density (≥8 DU/Acre)	2.50	$425	$0	$425
Age Restricted (≤8 DU/Acre)	2.00	$340	$0	$340

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$82	$0	$82
Commercial	2.12	$516	$0	$516
Office & Other Services	3.26	$791	$0	$791
Institutional	3.03	$737	$0	$737

1. See Land Use Assumptions

FIRE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development.

Main Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the main service area equals $41,036,030 and projected expenditures equal $45,463,774.

Figure F24: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$30,914,720	$0	$30,914,720
Fire Facilities	$2,250,957	$0	$2,250,957
Fire Apparatus	$10,159,803	$0	$10,159,803
Fire Equipment	$2,116,704	$0	$2,116,704
Development Fee Report	$21,590	$0	$21,590
Total	$45,463,774	$0	$45,463,774

		Low/Med Res $1,762 per unit	High Res $1,376 per unit	Industrial $239 per 1,000 sq ft	Commercial $1,502 per 1,000 sq ft	Office & Other $2,302 per 1,000 sq ft	Institutional $2,144 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	22,026	1,213	16,277	2,539	1,005	806
Year 1	2025	23,699	1,828	18,119	3,045	1,121	868
Year 2	2026	24,996	2,443	19,962	3,814	1,225	930
Year 3	2027	26,261	3,261	21,804	4,230	1,330	991
Year 4	2028	27,250	4,080	22,804	4,647	1,434	1,053
Year 5	2029	28,481	4,898	23,804	5,064	1,538	1,115
Year 6	2030	29,275	5,598	24,804	5,481	1,643	1,177
Year 7	2031	29,668	6,298	25,554	5,883	1,850	1,279
Year 8	2032	29,884	6,998	26,304	6,284	2,056	1,382
Year 9	2033	30,676	7,698	27,054	6,686	2,263	1,484
Year 10	2034	31,405	8,398	27,804	7,087	2,470	1,587
10-Year Increase		9,379	7,185	11,527	4,549	1,465	781
Projected Revenue		$16,516,468	$9,883,442	$2,759,550	$6,832,278	$3,370,643	$1,673,648

Projected Fee Revenue	$41,036,030
Verrado Deficit	$4,427,744
Total Expenditures	$45,463,774

Festival Ranch Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Festival Ranch service area equals $1,128,702 and projected expenditures equal $1,128,986.

Figure F25: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$1,472,240	$0	$1,472,240
Fire Stations Credit	($1,472,240)	$0	($1,472,240)
Fire Facilities	$174,683	$0	$174,683
Fire Apparatus	$788,442	$0	$788,442
Fire Equipment	$164,265	$0	$164,265
Development Fee Report	$1,596	$0	$1,596
Total	$1,128,986	$0	$1,128,986

		Low/Med Res $544 per unit	High Res $425 per unit	Age Restricted $340 per unit	Industrial $82 per 1,000 sq ft	Commercial $516 per 1,000 sq ft	Office & Other $791 per 1,000 sq ft	Institutional $737 per 1,000 sq ft
Year		Hsg Unit		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	5,950	0	8	16	51
Year 1	2025	0	0	6,234	0	30	21	58
Year 2	2026	0	0	6,518	0	52	26	65
Year 3	2027	0	0	6,802	0	73	31	72
Year 4	2028	0	0	7,087	0	95	36	79
Year 5	2029	0	0	7,371	0	117	41	86
Year 6	2030	0	0	7,655	0	138	46	93
Year 7	2031	0	0	7,911	0	160	51	100
Year 8	2032	0	0	8,167	0	182	56	107
Year 9	2033	0	0	8,423	0	203	61	114
Year 10	2034	0	0	8,679	0	225	66	121
10-Year Increase		0	0	2,729	0	217	50	70
Projected Revenue		$0	$0	$926,129	$0	$111,841	$39,524	$51,209

Projected Fee Revenue	$1,128,702
Total Expenditures	$1,128,986

North Star Ranch Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the North Star Ranch service area equals $4,756,412 and projected expenditures equal $20,913,068. Full reimbursement of Fire Station 710 costs will occur beyond the 10-year study timeframe.

Figure F26: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$3,628,397	$0	$19,950,000
Fire Facilities	$149,223	$0	$149,223
Fire Apparatus	$673,523	$0	$673,523
Fire Equipment	$140,322	$0	$140,322
Development Fee Report	$0	$0	$0
Total	$4,591,465	$0	$20,913,068

		Low/Med Res $2,568 per unit	High Res $2,006 per unit	Industrial $452 per 1,000 sq ft	Commercial $2,839 per 1,000 sq ft	Office & Other $4,350 per 1,000 sq ft	Institutional $4,049 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	0	0	0	0
Year 1	2025	0	0	0	0	0	0
Year 2	2026	0	0	0	0	0	0
Year 3	2027	0	0	0	0	0	0
Year 4	2028	0	0	0	0	0	0
Year 5	2029	0	0	0	0	0	0
Year 6	2030	100	0	0	0	0	0
Year 7	2031	300	0	0	0	0	0
Year 8	2032	700	0	0	0	0	0
Year 9	2033	1,200	0	0	0	0	0
Year 10	2034	1,700	0	0	55	0	59
10-Year Increase		1,700	0	0	55	0	59
Projected Revenue		$4,363,098	$0	$0	$155,301	$0	$238,014

Projected Fee Revenue	$4,756,412
Total Expenditures	$20,913,068

Tartesso Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Tartesso service area equals $1,432,888 and projected expenditures equal $1,433,028.

Figure F27: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$550,890	$0	$550,890
Fire Facilities	$136,501	$0	$136,501
Fire Apparatus	$616,103	$0	$616,103
Fire Equipment	$128,360	$0	$128,360
Development Fee Report	$1,174	$0	$1,174
Total	$1,433,028	$0	$1,433,028

		Low/Med Res $875 per unit	High Res $684 per unit	Industrial $148 per 1,000 sq ft	Commercial $927 per 1,000 sq ft	Office & Other $1,420 per 1,000 sq ft	Institutional $1,323 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	3,788	0	0	0	0	139
Year 1	2025	3,927	0	0	0	0	150
Year 2	2026	4,065	0	0	0	0	160
Year 3	2027	4,203	0	0	0	0	171
Year 4	2028	4,342	0	0	0	0	182
Year 5	2029	4,480	0	0	0	0	192
Year 6	2030	4,618	0	0	9	0	203
Year 7	2031	4,787	0	0	12	0	205
Year 8	2032	4,957	0	0	14	0	208
Year 9	2033	5,126	0	0	17	0	211
Year 10	2034	5,295	0	0	19	0	213
10-Year Increase		1,506	0	0	19	0	74
Projected Revenue		$1,317,086	$0	$0	$17,952	$0	$97,850

Projected Fee Revenue	$1,432,888
Total Expenditures	$1,433,028

Teravalis Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Teravalis service area equals $2,808,091 and projected expenditures equal $2,808,091. This does not include reimbursement of Fire Station 709 costs since the developer will fund construction of the station without development fees.

Figure F28: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$0	$0	$0
Fire Facilities	$434,615	$0	$434,615
Fire Apparatus	$1,961,656	$0	$1,961,656
Fire Equipment	$408,693	$0	$408,693
Development Fee Report	$3,126	$0	$3,126
Total	$2,808,091	$0	$2,808,091

		Low/Med Res $544 per unit	High Res $425 per unit	Industrial $82 per 1,000 sq ft	Commercial $516 per 1,000 sq ft	Office & Other $791 per 1,000 sq ft	Institutional $737 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	0	0	0	0
Year 1	2025	0	0	0	0	0	0
Year 2	2026	300	0	0	0	0	0
Year 3	2027	750	0	0	0	0	0
Year 4	2028	1,200	155	0	0	0	0
Year 5	2029	1,650	310	330	58	0	0
Year 6	2030	2,180	465	660	116	0	0
Year 7	2031	2,710	619	990	174	0	0
Year 8	2032	3,160	619	1,320	232	0	0
Year 9	2033	3,610	619	1,650	290	0	0
Year 10	2034	4,060	619	1,980	348	0	0
10-Year Increase		4,060	619	1,980	348	0	0
Projected Revenue		$2,203,614	$262,549	$162,697	$179,231	$0	$0

Projected Fee Revenue	$2,808,091
Total Expenditures	$2,808,091

LIBRARY FACILITIES IIP

ARS § 9-463.05 (T)(7)(d) defines the facilities and assets that can be included in the Library Facilities IIP:

> *"library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances."*

The Library Facilities IIP includes components for library facilities and the cost of preparing the Library Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for library facilities, and the plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Library Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential development based on functional population. The Arizona Office of Economic Opportunity estimates Buckeye's 2020 population equal to 91,502 persons. Based on 2020 estimates from the U.S. Census Bureau's OnTheMap web application, 8,282 inflow commuters traveled to Buckeye for work in 2020. The proportionate share is based on cumulative impact hours per year with a resident potentially impacting library facilities 8,760 hours per year and an inflow commuter potentially impacting library facilities 1,600 hours per year. For library facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure L1: Proportionate Share

Development Type	2020 Service Units	Impact Hours per Year	Total Impact Hours per Year	Proportionate Share
Residential	91,502 residents	8,760 hours	801,557,520	98%
Nonresidential	8,282 inflow commuters	1,600 hours	13,251,200	2%
Total			814,808,720	100%

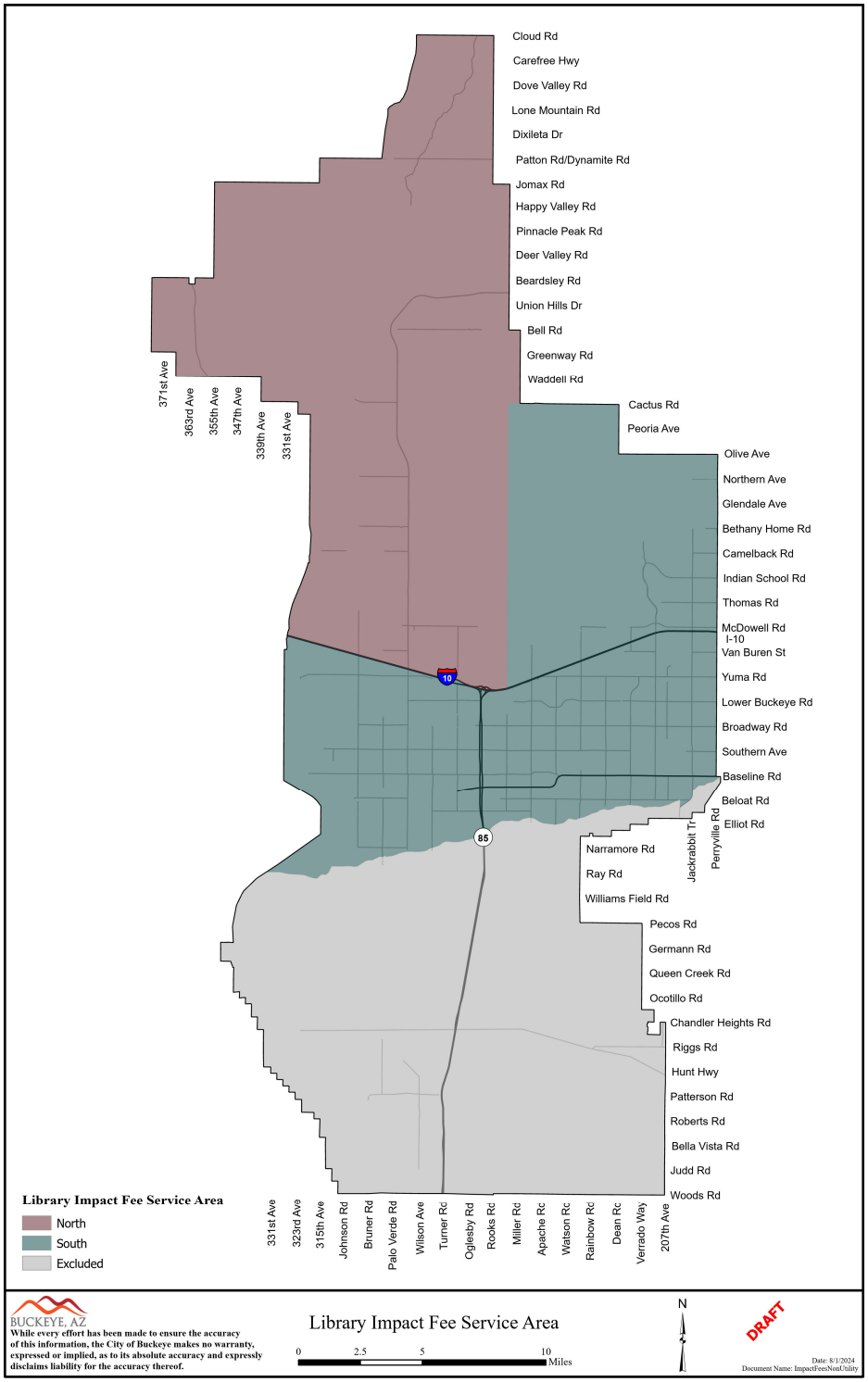
Residential Impact: 8,760 hours per year (24 hours per day X 365 days per year)

Nonresidential Impact: 1,600 hours per year (8 hours per day X 4 days per week X 50 weeks per year)

Service Area

Buckeye provides library services to all development within the city limits. Shown below, there are two service areas for the Library Facilities IIP.

Figure L2: Library Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure L3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure L3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Library Facilities – Incremental Expansion

The Enabling Legislation limits library facilities to "ten thousand square feet that provide a direct benefit to development." The City of Buckeye has two libraries with a total floor area of 22,602 square feet, but the analysis includes 16,370 eligible square feet to comply with the Enabling Legislation. To allocate the proportionate share of demand for library facilities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure L1. Buckeye's eligible level of service for residential development is 0.1348 eligible square feet per person (16,370 eligible square feet X 98 percent residential share / 119,044 persons). The nonresidential level of service is 0.0179 eligible square feet per job (16,370 eligible square feet X two percent nonresidential share / 18,246 jobs).

Buckeye's Community Services Department provided a construction cost of $1,400 per square foot, and the analysis uses this cost as a proxy for future library facilities needed to serve future development. For library facilities, the cost is $188.67 per person (0.1348 eligible square feet per person X $1,400 per square foot) and $25.15 per job (0.0179 eligible square feet per job X $1,400 per square foot).

Figure L4: Existing Level of Service

Description	Total Square Feet	Eligible Square Feet
Coyote Branch	16,232	10,000
Downtown Library	6,370	6,370
Total	22,602	16,370

Cost Factors	
Cost per Square Foot	$1,400

Level-of-Service (LOS) Standards	
Eligible Square Feet	16,370
Residential	
Residential Share	98%
2024 Population	119,044
Eligible Square Feet per Person	0.1348
Cost per Person	$188.67
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Eligible Square Feet per Job	0.0179
Cost per Job	$25.12

Source: Buckeye Community Services Department

Development Fee Report – Plan-Based

The cost to prepare the Library Facilities IIP and development fees equals $9,000. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is $0.25 per person and $0.02 per job.

Figure L5: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. Projected development in the north service area includes population growth of 44,829 persons and employment growth of 6,529 jobs during the next 10 years. To maintain the existing eligible level of service, Buckeye needs to construct approximately 6,158 square feet of library facilities during the next 10 years. In the south service area, projected development includes population growth of 40,750 persons and employment growth of 17,401 jobs during the next 10 years. To maintain the existing eligible level of service, Buckeye needs to construct approximately 5,804 square feet of library facilities during the next 10 years. The following page includes a more detailed projection of demand for services and costs for the Library Facilities IIP.

North Service Area

Library Facilities – Incremental Expansion

Buckeye plans to maintain its eligible level of service for library facilities in the north service area over the next 10 years. Based on a projected population increase of 44,829 persons, future residential development demands approximately 6,041 square feet of library facilities (44,829 additional persons X 0.1348 eligible square feet per person). With projected employment growth of 6,529 jobs, future nonresidential development demands approximately 117 square feet of library facilities (6,529 additional jobs X 0.0179 eligible square feet per job). Future development demands approximately 6,158 square feet of library facilities at a cost of $8,621,628 (6,158.3 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional library facilities.

Figure L6: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Library Facilities	0.1348 Square Feet	per Person	$1,400
	0.0179 Square Feet	per Job	

Demand for Library Facilities					
Year	Population (North)	Jobs (North)	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	22,491	1,994	3,030.9	35.8	3,066.7
2025	24,101	2,519	3,247.8	45.2	3,293.0
2026	26,670	3,044	3,594.1	54.6	3,648.7
2027	29,720	3,569	4,005.1	64.0	4,069.1
2028	33,157	4,095	4,468.3	73.5	4,541.8
2029	36,594	4,855	4,931.5	87.1	5,018.6
2030	40,608	5,635	5,472.3	101.1	5,573.4
2031	47,126	6,314	6,350.8	113.3	6,464.1
2032	53,644	6,993	7,229.1	125.5	7,354.6
2033	60,482	7,672	8,150.6	137.7	8,288.3
2034	67,319	8,523	9,072.0	152.9	9,225.0
10-Yr Increase	44,829	6,529	6,041.2	117.2	6,158.3

Growth-Related Expenditures	$8,457,617	$164,011	$8,621,628

South Service Area

Library Facilities – Incremental Expansion

Buckeye plans to maintain its eligible level of service for library facilities in the south service area over the next 10 years. Based on a projected population increase of 40,750 persons, future residential development demands approximately 5,492 square feet of library facilities (40,750 additional persons X 0.1348 eligible square feet per person). With projected employment growth of 17,401 jobs, future nonresidential development demands approximately 312 square feet of library facilities (17,401 additional jobs X 0.0179 eligible square feet per job). Future development demands approximately 5,804 square feet of library facilities at a cost of $8,125,313 (5,803.8 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional library facilities.

Figure L7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Library Facilities	0.1348 Square Feet	per Person	$1,400
	0.0179 Square Feet	per Job	

Demand for Library Facilities					
Year	Population (South)	Jobs (South)	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	96,554	16,252	13,011.7	291.6	13,303.3
2025	100,521	18,169	13,546.4	326.0	13,872.4
2026	104,489	20,605	14,081.1	369.7	14,450.8
2027	108,965	22,294	14,684.2	400.0	15,084.3
2028	113,441	23,698	15,287.4	425.2	15,712.6
2029	117,917	25,101	15,890.6	450.4	16,341.0
2030	122,097	26,504	16,453.9	475.6	16,929.5
2031	125,898	28,292	16,966.3	507.7	17,473.9
2032	129,700	30,079	17,478.6	539.7	18,018.3
2033	133,502	31,866	17,990.9	571.8	18,562.7
2034	137,304	33,654	18,503.3	603.9	19,107.1
10-Yr Increase	40,750	17,401	5,491.6	312.2	5,803.8

Growth-Related Expenditures	$7,688,180	$437,133	$8,125,313

LIBRARY FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Library Facilities Development Fees

Figure L8 includes infrastructure components and cost factors for library facilities development fees. The cost per service unit is $188.92 per person and $25.14 per job.

Library facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $605 for a low/medium density unit is calculated using a cost per service unit of $188.92 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $9 per 1,000 square feet of industrial development is derived from a cost per service unit of $25.14 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure L8: Library Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Library Facilities	$188.67	$25.12
Development Fee Report	$0.25	$0.02
Total	$188.92	$25.14

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$605	$289	$316
High Density (≥8 DU/Acre)	2.50	$472	$225	$247
Age Restricted (≤8 DU/Acre)	2.00	$378	$180	$198

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$9	$14	($5)
Commercial	2.12	$53	$96	($43)
Office & Other Services	3.26	$82	$121	($39)
Institutional	3.03	$76	$38	$38

1. See Land Use Assumptions

LIBRARY FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

In accordance with state law, this report includes an IIP for library facilities needed to accommodate new development in the north service area. Projected fee revenue shown in Figure L9 is based on the development projections in the *Land Use Assumptions* document and the updated library facilities development fees shown in Figure L8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the north service area equals $8,625,193 and projected expenditures equal $8,625,211.

Figure L9: Library Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Library Facilities	$8,621,628	$0	$8,621,628
Development Fee Report	$3,583	$0	$3,583
Total	$8,625,211	$0	$8,625,211

		Low/Med Res $605 per unit	High Res $472 per unit	Age Restricted $378 per unit	Industrial $9 per 1,000 sq ft	Commercial $53 per 1,000 sq ft	Office & Other $82 per 1,000 sq ft	Institutional $76 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	4,680	0	5,950	0	502	164	226
Year 1	2025	5,005	0	6,234	0	647	207	252
Year 2	2026	5,630	0	6,518	0	792	249	279
Year 3	2027	6,406	0	6,802	0	937	291	305
Year 4	2028	7,181	155	7,087	0	1,082	333	331
Year 5	2029	7,957	310	7,371	330	1,285	375	358
Year 6	2030	8,912	465	7,655	660	1,498	417	384
Year 7	2031	10,669	619	7,911	1,016	1,658	458	412
Year 8	2032	12,546	619	8,167	1,373	1,818	500	439
Year 9	2033	14,522	619	8,423	1,730	1,978	541	467
Year 10	2034	16,499	619	8,679	2,086	2,193	582	553
10-Year Increase		11,820	619	2,729	2,086	1,692	418	327
Projected Revenue		$7,135,412	$292,161	$1,030,471	$17,746	$90,308	$34,180	$24,915

Projected Fee Revenue	$8,625,193
Total Expenditures	$8,625,211

South Service Area

In accordance with state law, this report includes an IIP for library facilities needed to accommodate new development in the south service area. Projected fee revenue shown in Figure L10 is based on the development projections in the *Land Use Assumptions* document and the updated library facilities development fees shown in Figure L8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the south service area equals $6,730,518 and projected expenditures equal $8,130,831.

Figure L10: Library Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Library Facilities	$8,125,313	$0	$8,125,313
Development Fee Report	$5,518	$0	$5,518
Total	$8,130,831	$0	$8,130,831

		Low/Med Res $605 per unit	High Res $472 per unit	Age Restricted $378 per unit	Industrial $9 per 1,000 sq ft	Commercial $53 per 1,000 sq ft	Office & Other $82 per 1,000 sq ft	Institutional $76 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	21,134	1,213	0	16,277	2,045	856	771
Year 1	2025	21,617	1,828	0	18,119	2,428	935	824
Year 2	2026	22,100	2,443	0	19,962	3,073	1,003	877
Year 3	2027	22,582	3,261	0	21,804	3,367	1,070	930
Year 4	2028	23,065	4,080	0	22,804	3,660	1,137	983
Year 5	2029	23,547	4,898	0	23,804	3,953	1,205	1,036
Year 6	2030	24,030	5,598	0	24,804	4,247	1,272	1,089
Year 7	2031	24,513	6,298	0	25,527	4,570	1,442	1,173
Year 8	2032	24,995	6,998	0	26,251	4,894	1,613	1,258
Year 9	2033	25,478	7,698	0	26,974	5,217	1,783	1,342
Year 10	2034	25,960	8,398	0	27,698	5,541	1,954	1,427
10-Year Increase		4,826	7,185	0	11,421	3,496	1,097	656
Projected Revenue		$2,915,635	$3,391,288	$0	$97,195	$186,649	$89,754	$49,997

Projected Fee Revenue	$6,730,518
Verrado Deficit	$1,400,313
Total Expenditures	$8,130,831

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

The Parks and Recreational Facilities IIP includes components for regional park amenities, community centers, community park amenities (north only), community park land and amenities (south only), and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for regional park amenities, community centers, and community parks (south only). The plan-based methodology is used for community parks amenities (north only) and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential development based on functional population. The Arizona Office of Economic Opportunity estimates Buckeye's 2020 population equal to 91,502 persons. Based on 2020 estimates from the U.S. Census Bureau's OnTheMap web application, 8,282 inflow commuters traveled to Buckeye for work in 2020. The proportionate share is based on cumulative impact hours per year with a resident potentially impacting parks and recreational facilities 8,760 hours per year and an inflow commuter potentially impacting parks and recreational facilities 1,600 hours per year. For parks and recreational facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure PR1: Proportionate Share

Development Type	2020 Service Units	Impact Hours per Year	Total Impact Hours per Year	Proportionate Share
Residential	91,502 residents	8,760 hours	801,557,520	98%
Nonresidential	8,282 inflow commuters	1,600 hours	13,251,200	2%
Total			814,808,720	100%

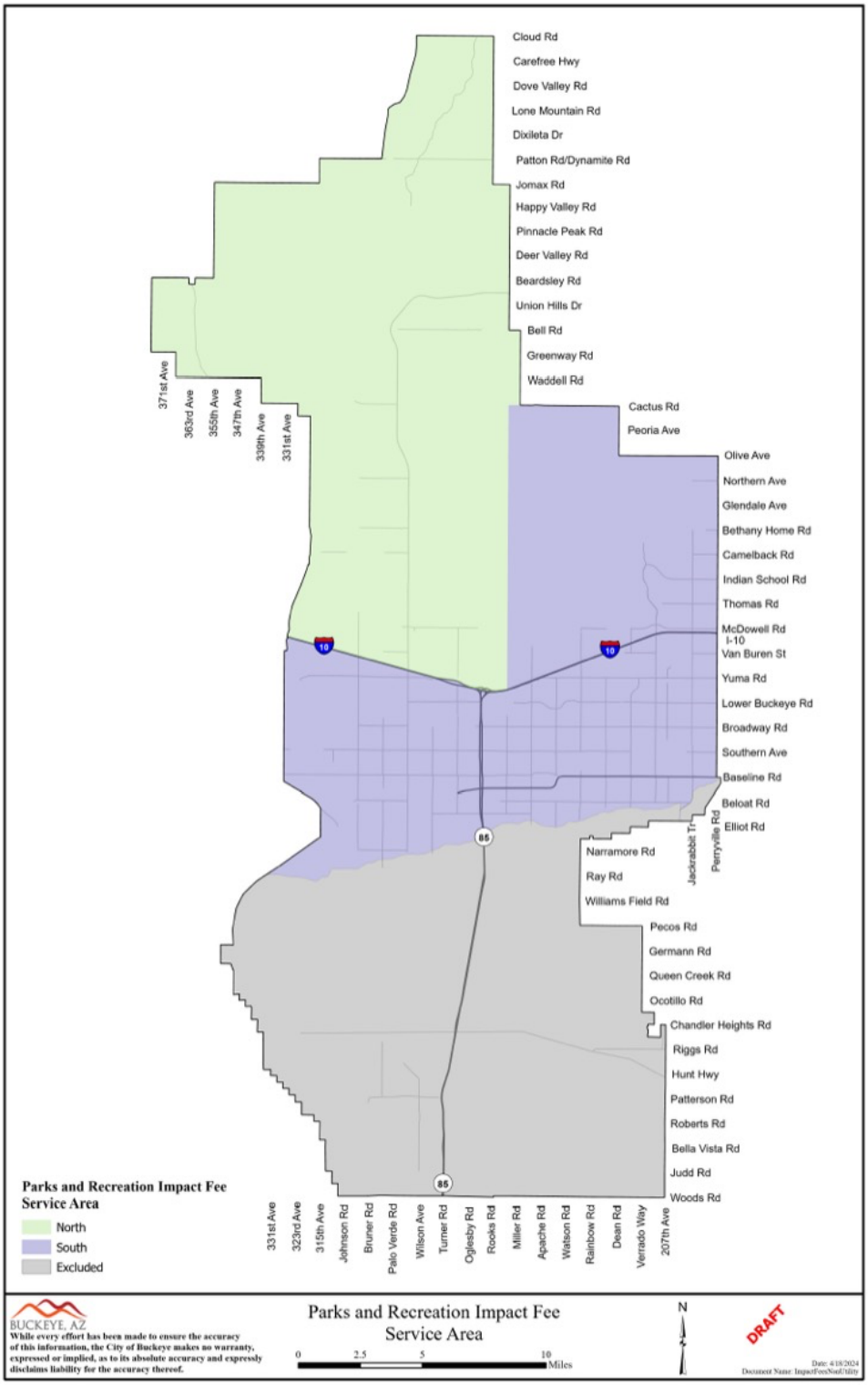
Residential Impact: 8,760 hours per year (24 hours per day X 365 days per year)

Nonresidential Impact: 1,600 hours per year (8 hours per day X 4 days per week X 50 weeks per year)

SERVICE AREA

Due to different levels of service, there are two service areas for the Parks and Recreational Facilities IIP.

Figure PR2: Parks and Recreational Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure PR3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure PR3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Citywide Service Area

This section includes parks and recreational facilities included in both the north and south service areas.

Regional Park Amenities – Incremental Expansion

Buckeye currently provides 8,675 total acres of regional parks; however, the analysis uses 15 acres of improved regional parks to calculate the level of service. Buckeye does not plan to acquire additional regional park land, but Buckeye plans to construct additional regional park improvements to serve future development. To allocate the proportionate share of demand for regional park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's existing LOS for residential development is 0.00012 improved acres per person (15 improved acres X 98 percent residential share / 119,044 persons). For nonresidential development, the existing LOS is 0.00002 improved acres per job (15 improved acres X two percent nonresidential share / 18,246 jobs).

The City of Buckeye provided a cost for regional park amenities of $1,000,000 per acre, and the analysis uses this cost as a proxy for future regional park amenities needed to serve future development. For regional park amenities, the cost is $123.48 per person (0.00012 improved acres per person X $1,000,000 per acre) and $16.44 per job (0.00002 improved acres per job X $1,000,000 per acre).

Figure PR4: Existing Level of Service

Description	Total Acres	Improved Acres
Skyline Regional Park	8,675.0	15.0
Total	8,675.0	15.0

Cost Factors	
Cost per Acre - Land Acquisition	$0
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,000,000

Level-of-Service (LOS) Standards	
Improved Acres	15.0
Residential	
Residential Share	98%
2024 Population	119,044
Improved Acres per Person	0.00012
Cost per Person	$123.48
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Improved Acres per Job	0.00002
Cost per Job	$16.44

Source: Buckeye Community Services Department

Community Centers – Incremental Expansion

Buckeye currently provides 20,103 square feet of community centers and plans to construct additional community centers to serve future development. The Enabling Legislation limits community centers to "three thousand square feet of floor area." To comply with the Enabling Legislation, Buckeye will use 9,000 eligible square feet in the level-of-service standards.

To allocate the proportionate share of demand for community centers to residential and nonresidential development, this analysis uses proportionate share shown in Figure PR1. Buckeye's eligible level of service for residential development is 0.0741 eligible square feet per person (9,000 eligible square feet X 98 percent residential share / 119,044 persons). The nonresidential level of service is 0.0099 eligible square feet per job (9,000 eligible square feet X two percent nonresidential share / 18,246 jobs).

The City of Buckeye provided a construction cost of $1,400 per square foot, and the analysis uses this cost as a proxy for future community centers needed to serve future development. For community centers, the cost is $103.73 per person (0.0741 eligible square feet per person X $1,400 per square foot) and $13.81 per job (0.0099 eligible square feet per job X $1,400 per square foot).

Figure PR5: Existing Level of Service

Description	Total Sq Ft	Eligible Sq Ft
Buckeye Community Center	7,976	3,000
Dr. Saide Community Center	8,013	3,000
Sundance Recreation Center	4,114	3,000
Total	20,103	9,000

Cost Factors	
Cost per Square Foot	$1,400

Level-of-Service (LOS) Standards	
Eligible Square Feet	9,000
Residential	
Residential Share	98%
2024 Population	119,044
Eligible Square Feet per Person	0.0741
Cost per Person	$103.73
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Eligible Square Feet per Job	0.0099
Cost per Job	$13.81

Source: Buckeye Community Services Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees equals $18,400. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is $0.51 per person and $0.03 per job.

Figure PR6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

North Service Area

This section includes parks and recreational facilities included in the north service area.

Community Park Amenities – Plan-Based

Buckeye recently acquired land for a community park in the north service area and plans to improve 30 acres of community park land at a total cost of $30,000,000. Buckeye does not currently provide community park amenities to existing development in the north service area, so the analysis allocates the planned cost of community park amenities to total projected development in 2039. To allocate the proportionate share of demand for community park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's planned LOS for residential development is 0.00029 improved acres per person (30 improved acres X 98 percent residential share / 101,551 persons). For nonresidential development, the planned LOS is 0.00005 improved acres per job (30 improved acres X two percent nonresidential share / 11,843 jobs).

The City of Buckeye provided a cost of $30,000,000 to construct 30 acres of community park amenities ($1,000,000 per acre) to serve existing and future development in the north service area. For community park amenities, the cost is $289.51 per person (0.00029 improved acres per person X $1,000,000 per acre) and $50.66 per job (0.00005 improved acres per job X $1,000,000 per acre).

Figure PR7: Planned Level of Service

Description	Improved Acres	Unit Cost	Total Cost
Community Services Campus	30.0	$1,000,000	$30,000,000
Total	30.0	$1,000,000	$30,000,000

Cost Factors	
Cost per Acre - Land Acquisition	$0
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,000,000

Level-of-Service (LOS) Standards	
Improved Acres (Planned)	30.0
Residential	
Residential Share	98%
2039 Population (North)	101,551
Improved Acres per Person	0.00029
Cost per Person	$289.51
Nonresidential	
Nonresidential Share	2%
2039 Jobs (North)	11,843
Improved Acres per Job	0.00005
Cost per Job	$50.66

Source: Buckeye Community Services Department

South Service Area

This section includes parks and recreational facilities included in the south service area.

Community Parks – Incremental Expansion

Buckeye currently provides 102 total acres of community parks in the south service area and plans to provide additional community parks to serve future development. The Enabling Legislation limits community parks to "up to thirty acres in area." To comply with the Enabling Legislation, Buckeye uses 64 eligible acres in the level-of-service standards. To allocate the proportionate share of demand for community parks to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's existing LOS for residential development is 0.00065 eligible acres per person (64 eligible acres X 98 percent residential share / 96,554 persons). For nonresidential development, the existing LOS is 0.00008 eligible acres per job (64 eligible acres X two percent nonresidential share / 16,252 jobs).

The City of Buckeye provided a cost of $150,000 per acre for land acquisition and $1,000,000 per acre to construct park amenities. The analysis uses $1,150,000 per acre as a proxy for future community parks needed to serve future development. For community parks, the cost is $747.03 per person (0.00065 eligible acres per person X $1,150,000 per acre) and $90.57 per job (0.00008 eligible acres per job X $1,150,000 per acre).

Figure PR8: Existing Level of Service

Description	Total Acres	Eligible Acres
Earl Edgar Park	26.0	26.0
Town Park	8.0	8.0
Sundance Park	68.0	30.0
Total	102.0	64.0

Cost Factors	
Cost per Acre - Land Acquisition	$150,000
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,150,000

Level-of-Service (LOS) Standards	
Eligible Acres	64.0
Residential	
Residential Share	98%
2024 Population (South)	96,554
Eligible Acres per Person	0.00065
Cost per Person	$747.03
Nonresidential	
Nonresidential Share	2%
2024 Jobs (South)	16,252
Eligible Acres per Job	0.00008
Cost per Job	$90.57

Source: Buckeye Community Services Department

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. To maintain the existing levels of service citywide, Buckeye needs to construct approximately 11 acres of regional park amenities and approximately 6,577 square feet of community centers during the next 10 years.

Buckeye plans to improve 30 acres of community parks in the north service area to serve existing and future development through 2039. Projected development in the north service area includes population growth of 79,060 persons and employment growth of 9,850 jobs during the next 15 years.

In the south service area, projected development includes population growth of 40,750 persons and employment growth of 17,401 jobs during the next 10 years. To maintain the existing level of service, Buckeye needs to construct approximately 28 acres of community parks during the next 10 years.

The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Citywide Service Area

Regional Park Amenities – Incremental Expansion

Buckeye plans to maintain its existing level of service for regional park amenities during the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 10.6 acres of regional park amenities (85,579 additional persons X 0.00012 improved acres per person). With projected employment growth of 23,930 jobs, future nonresidential development demands an additional 0.4 acres of regional park amenities (23,930 additional jobs X 0.00002 improved acres per job). Future development demands approximately 11.0 additional acres of regional park amenities at a cost of $10,960,997 (11.0 acres X $1,000,000 per acre). Buckeye may use development fees to construct additional regional park amenities.

Figure PR9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Regional Park Amenities	0.00012 Improved Acres	per Person	$1,000,000
	0.00002 Improved Acres	per Job	

Demand for Regional Park Amenities					
Year	Population	Jobs	Improved Acres		
			Residential	Nonresidential	Total
2024	119,044	18,246	14.7	0.3	15.0
2025	124,622	20,688	15.4	0.3	15.7
2026	131,159	23,649	16.2	0.4	16.6
2027	138,685	25,863	17.1	0.4	17.6
2028	146,598	27,792	18.1	0.5	18.6
2029	154,511	29,956	19.1	0.5	19.6
2030	162,704	32,139	20.1	0.5	20.6
2031	173,025	34,606	21.4	0.6	21.9
2032	183,344	37,072	22.6	0.6	23.2
2033	193,984	39,539	24.0	0.7	24.6
2034	204,623	42,176	25.3	0.7	26.0
10-Yr Increase	85,579	23,930	10.6	0.4	11.0

Growth-Related Expenditures	$10,567,544	$393,453	$10,960,997

Community Centers – Incremental Expansion

Buckeye plans to maintain its eligible level of service for community centers over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 6,340.5 square feet of community centers (85,579 additional persons X 0.0741 eligible square feet per person). With projected employment growth of 23,930 jobs, future nonresidential development demands 236.1 square feet of community centers (23,930 additional jobs X 0.0099 eligible square feet per job). Future development demands approximately 6,577 square feet of community centers at a cost of $9,207,237 (6,576.6 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional community centers.

Figure PR10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Community Centers	0.0741 Eligible Sq Feet	per Person	$1,400
	0.0099 Eligible Sq Feet	per Job	

Demand for Community Centers					
Year	Population	Jobs	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	119,044	18,246	8,820.0	180.0	9,000.0
2025	124,622	20,688	9,233.2	204.1	9,437.3
2026	131,159	23,649	9,717.6	233.3	9,950.9
2027	138,685	25,863	10,275.1	255.1	10,530.3
2028	146,598	27,792	10,861.4	274.2	11,135.6
2029	154,511	29,985	11,447.7	295.8	11,743.5
2030	162,704	32,139	12,054.8	317.1	12,371.8
2031	173,025	34,606	12,819.4	341.4	13,160.8
2032	183,344	37,072	13,584.0	365.7	13,949.7
2033	193,984	39,539	14,372.2	390.1	14,762.3
2034	204,623	42,176	15,160.5	416.1	15,576.6
10-Yr Increase	85,579	23,930	6,340.5	236.1	6,576.6

Growth-Related Expenditures	$8,876,737	$330,501	$9,207,237

North Service Area

Community Park Amenities – Plan-Based

Buckeye plans to spend $30,000,000 to construct 30 acres of community park amenities in the north service area. Based on a projected population increase of 79,060 persons, future residential development demands 22.9 improved acres (79,060 additional persons X 0.00029 improved acres per person). With projected employment growth of 9,850 jobs, future nonresidential development demands an additional 0.5 improved acres (9,850 additional jobs X 0.00005 improved acres per job). Future development demands approximately 23.4 acres of planned community park amenities at a cost of $23,387,688 (23.4 improved acres X $1,000,000 per acre). Buckeye will fund existing development's share of $6,612,312 ($30,000,000 total cost - $23,387,688 growth-related cost) with non-development fee revenue.

Figure PR11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Community Park Amenities	0.00029 Improved Acres	per Person	$1,000,000
	0.00005 Improved Acres	per Job	

Demand for Community Park Amenities					
Year	Population (North)	Jobs (North)	Improved Acres		
			Residential	Nonresidential	Total
2024	22,491	1,994	6.5	0.1	6.6
2025	24,101	2,519	7.0	0.1	7.1
2026	26,670	3,044	7.7	0.2	7.9
2027	29,720	3,569	8.6	0.2	8.8
2028	33,157	4,095	9.6	0.2	9.8
2029	36,594	4,855	10.6	0.2	10.8
2030	40,608	5,635	11.8	0.3	12.0
2031	47,126	6,314	13.6	0.3	14.0
2032	53,644	6,993	15.5	0.4	15.9
2033	60,482	7,672	17.5	0.4	17.9
2034	67,319	8,523	19.5	0.4	19.9
2035	74,347	9,433	21.5	0.5	22.0
2036	81,374	10,051	23.6	0.5	24.1
2037	88,402	10,670	25.6	0.5	26.1
2038	95,109	11,289	27.5	0.6	28.1
2039	101,551	11,843	29.4	0.6	30.0
15-Yr Increase	79,060	9,850	22.9	0.5	23.4

Growth-Related Expenditures	$22,888,692	$498,996	$23,387,688
Non-Growth Expenditures	$6,511,308	$101,004	$6,612,312
Total Expenditures	$29,400,000	$600,000	$30,000,000

South Service Area

Community Parks – Incremental Expansion

Buckeye plans to maintain its existing level of service for community parks in the south service area over the next 10 years. Based on a projected population increase of 40,750 persons, future residential development demands an additional 26.5 acres (40,750 additional persons X 0.00065 eligible acres per person). With projected employment growth of 17,401 jobs, future nonresidential development demands approximately 1.4 acres (17,401 additional jobs X 0.00008 eligible acres per job). Future development demands 27.8 additional acres of community parks at a cost of $32,017,478 (27.8 acres X $1,150,000 per acre). Buckeye may use development fees to expand existing community parks or to construct additional community parks.

Figure PR12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Community Parks	0.00065 Eligible Acres	per Person	$1,150,000
	0.00008 Eligible Acres	per Job	

Demand for Community Parks					
Year	Population (South)	Jobs (South)	Eligible Acres		
			Residential	Nonresidential	Total
2024	96,554	16,252	62.7	1.3	64.0
2025	100,521	18,169	65.3	1.4	66.7
2026	104,489	20,605	67.9	1.6	69.5
2027	108,965	22,294	70.8	1.8	72.5
2028	113,441	23,698	73.7	1.9	75.6
2029	117,917	25,101	76.6	2.0	78.6
2030	122,097	26,504	79.3	2.1	81.4
2031	125,898	28,292	81.8	2.2	84.0
2032	129,700	30,079	84.3	2.4	86.6
2033	133,502	31,866	86.7	2.5	89.2
2034	137,304	33,654	89.2	2.7	91.8
10-Yr Increase	40,750	17,401	26.5	1.4	27.8

Growth-Related Expenditures	$30,441,438	$1,576,040	$32,017,478

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

North Service Area

Figure PR13 includes infrastructure components and cost factors for parks and recreational facilities fees in the north service area. The cost per service unit is $517.23 per person and $80.94 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,655 for a low/medium density unit is calculated using a cost per service unit of $517.23 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $27 per 1,000 square feet of industrial development is calculated using a cost per service unit of $80.94 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure PR13: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Community Park Amenities	$289.51	$50.66
Regional Park Amenities	$123.48	$16.44
Community Centers	$103.73	$13.81
Development Fee Report	$0.51	$0.03
Total	$517.23	$80.94

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,655	$684	$971
High Density (≥8 DU/Acre)	2.50	$1,293	$534	$759
Age Restricted (≤8 DU/Acre)	2.00	$1,034	$427	$607

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$27	$37	($10)
Commercial	2.12	$172	$252	($80)
Office & Other Services	3.26	$263	$320	($57)
Institutional	3.03	$245	$100	$145

1. See Land Use Assumptions

South Service Area

Figure PR14 includes infrastructure components and cost factors for parks and recreational facilities fees in the south service area. The cost per service unit is $974.75 per person and $120.85 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $3,119 for a low/medium density unit is calculated using a cost per service unit of $974.75 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $41 per 1,000 square feet of industrial development is calculated using a cost per service unit of $120.85 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure PR14: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Community Parks	$747.03	$90.57
Regional Park Amenities	$123.48	$16.44
Community Centers	$103.73	$13.81
Development Fee Report	$0.51	$0.03
Total	$974.75	$120.85

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$3,119	$1,915	$1,204
High Density (≥8 DU/Acre)	2.50	$2,437	$1,496	$941
Age Restricted (≤8 DU/Acre)	2.00	$1,950	$1,197	$753

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$41	$83	($42)
Commercial	2.12	$257	$573	($316)
Office & Other Services	3.26	$393	$727	($334)
Institutional	3.03	$366	$228	$138

1. See Land Use Assumptions

Parks and Recreational Facilities Development Fee Revenue

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate future development in the north service area. Projected fee revenue shown in Figure PR15 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR13. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue during the next 10 years equals $23,699,221 and projected expenditures equal $40,390,250. Projected fee revenue related to community park amenities generated beyond the 10-year IIP timeline equals approximately $10,000,000. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure PR15: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Community Park Amenities	$23,387,688	$6,612,312	$30,000,000
Regional Park Amenities	$5,642,919	$0	$5,642,919
Community Centers	$4,740,052	$0	$4,740,052
Development Fee Report	$7,279	$0	$7,279
Total	$33,777,938	$6,612,312	$40,390,250

		Low/Med Res $1,655 per unit	High Res $1,293 per unit	Age Restricted $1,034 per unit	Industrial $27 per 1,000 sq ft	Commercial $172 per 1,000 sq ft	Office & Other $263 per 1,000 sq ft	Institutional $245 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	4,680	0	5,950	0	502	164	226
Year 1	2025	5,005	0	6,234	0	647	207	252
Year 2	2026	5,630	0	6,518	0	792	249	279
Year 3	2027	6,406	0	6,802	0	937	291	305
Year 4	2028	7,181	155	7,087	0	1,082	333	331
Year 5	2029	7,957	310	7,371	330	1,285	375	358
Year 6	2030	8,912	465	7,655	660	1,498	417	384
Year 7	2031	10,669	619	7,911	1,016	1,658	458	412
Year 8	2032	12,546	619	8,167	1,373	1,818	500	439
Year 9	2033	14,522	619	8,423	1,730	1,978	541	467
Year 10	2034	16,499	619	8,679	2,086	2,193	582	553
10-Year Increase		11,820	619	2,729	2,086	1,692	418	327
Projected Revenue		$19,549,042	$800,019	$2,821,707	$57,154	$287,913	$110,069	$73,317

Projected Fee Revenue	$23,699,221
Total Expenditures	$40,390,250

South Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate future development in the south service area. Projected fee revenue shown in Figure PR16 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR14. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $34,590,764 and projected expenditures equal $41,813,862.

Figure PR16: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Community Parks	$32,017,478	$0	$32,017,478
Regional Park Amenities	$5,318,077	$0	$5,318,077
Community Centers	$4,467,185	$0	$4,467,185
Development Fee Report	$11,121	$0	$11,121
Total	$41,813,862	$0	$41,813,862

		Low/Med Res $3,119 per unit	High Res $2,437 per unit	Industrial $41 per 1,000 sq ft	Commercial $257 per 1,000 sq ft	Office & Other $393 per 1,000 sq ft	Institutional $366 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	21,134	1,213	16,277	2,045	856	771
Year 1	2025	21,617	1,828	18,119	2,428	935	824
Year 2	2026	22,100	2,443	19,962	3,073	1,003	877
Year 3	2027	22,582	3,261	21,804	3,367	1,070	930
Year 4	2028	23,065	4,080	22,804	3,660	1,137	983
Year 5	2029	23,547	4,898	23,804	3,953	1,205	1,036
Year 6	2030	24,030	5,598	24,804	4,247	1,272	1,089
Year 7	2031	24,513	6,298	25,527	4,570	1,442	1,173
Year 8	2032	24,995	6,998	26,251	4,894	1,613	1,258
Year 9	2033	25,478	7,698	26,974	5,217	1,783	1,342
Year 10	2034	25,960	8,398	27,698	5,541	1,954	1,427
10-Year Increase		4,826	7,185	11,421	3,496	1,097	656
Projected Revenue		$15,049,509	$17,504,484	$467,307	$897,512	$431,617	$240,335

Projected Fee Revenue	$34,590,764
Verrado Deficit	$7,223,098
Total Expenditures	$41,813,862

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Police Facilities IIP includes components for police facilities, police vehicles, police equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities, police vehicles, and communication equipment. The plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate future development. The Police Facilities IIP and development fees use functional population to allocate the cost of police infrastructure between residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population." It accounts for people living and working in a jurisdiction, but it also considers commuting patterns and time spent at home and at nonresidential locations. The functional population approach allocates the cost of the police infrastructure to residential and nonresidential development based on the activity of residents and workers through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Buckeye are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Buckeye are assigned 14 hours to residential development, the remaining 10 hours in the day are assumed to be spent working outside of Buckeye. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2020 functional population data, residential development equals 83 percent of the functional population and nonresidential development equals 17 percent.

Figure P1: Functional Population

Demand Units in 2020					
Residential				Demand Hours/Day	Person Hours
	Population	91,502			
	Residents Not Working		54,600	20	1,092,000
	Employed Residents		36,902		
	Employed in Buckeye		2,870	14	40,180
	Employed outside Buckeye		34,032	14	476,448
				Residential Subtotal	1,608,628
				Residential Share	**83%**
Nonresidential					
	Non-working Residents		54,600	4	218,400
	Jobs Located in Buckeye		11,152		
	Residents Employed in Buckeye		2,870	10	28,700
	Non-Resident Workers (inflow commuters)		8,282	10	82,820
				Nonresidential Subtotal	329,920
				Nonresidential Share	**17%**
				Total	1,938,548

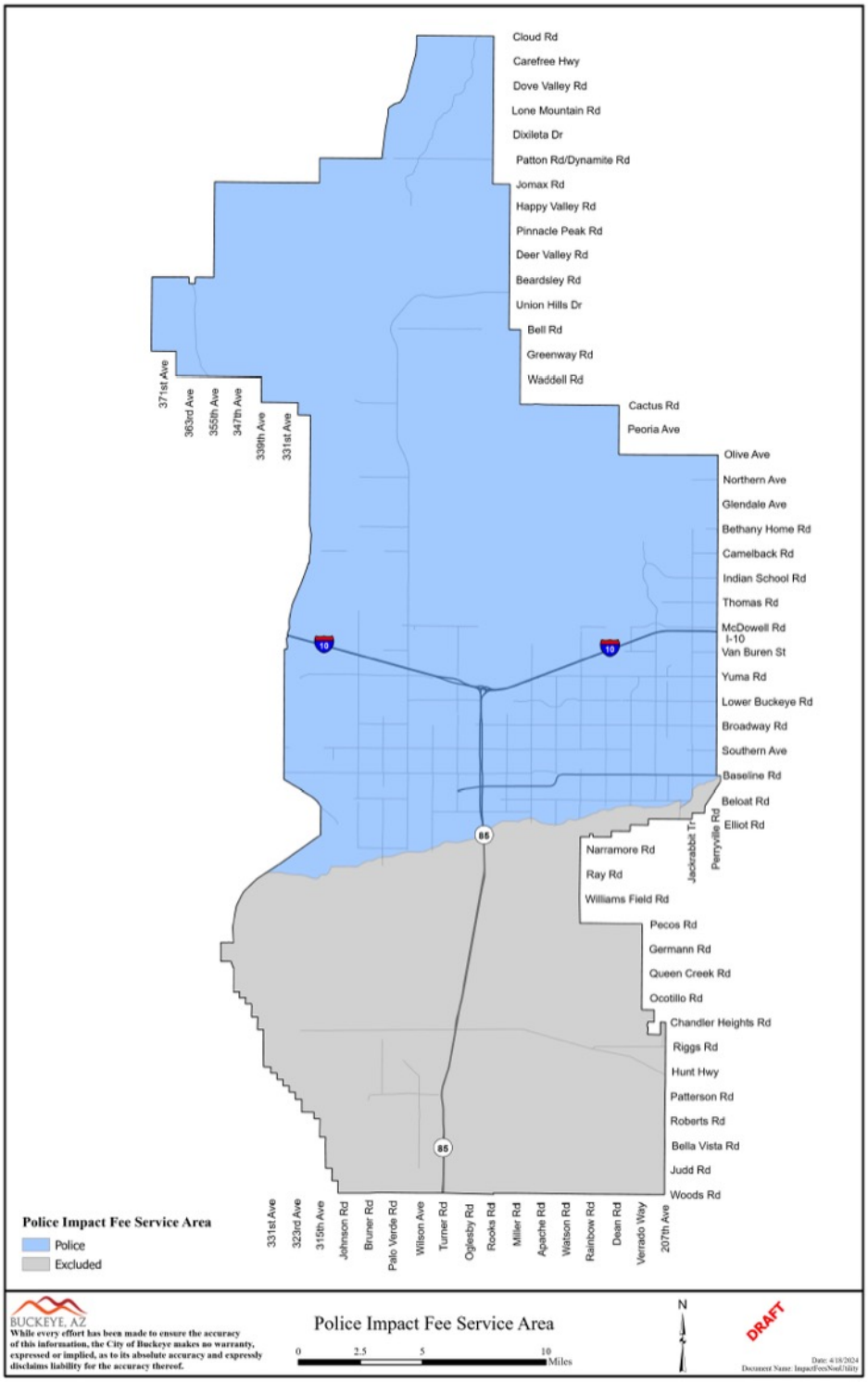
Source: U.S. Census Bureau (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.1 (employment).

The proportionate share of costs attributable to residential development are allocated to population and then converted to an appropriate amount by type of housing unit. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand for police infrastructure. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for police infrastructure from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, may not accurately reflect the demand for infrastructure. For example, if employees per thousand square feet were used as the demand indicator, police development fees may be disproportionately high for office and institutional development because these types of development typically have more employees per 1,000 square feet than commercial uses. If floor area were used as the demand indicator, police development fees may be disproportionately high for industrial development.

SERVICE AREA

Buckeye's Police Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Police Facilities IIP.

Figure P2: Police Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure P3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the persons per housing unit. For nonresidential development, the table displays the number of vehicle trips per thousand square feet of floor area.

Figure P3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development per 1,000 Square Feet			
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Rate Adjustment[1]	AWVT per 1,000 Sq Ft
Industrial	1.71	50%	0.86
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Police Facilities – Incremental Expansion

Buckeye currently provides 73,676 square feet of police facilities to existing development, and Buckeye plans to construct additional police facilities to serve future development. Arizona's Enabling Legislation excludes "a facility that is used for training officers from more than one station or substation." The Training and Vehicle Facility includes 21,468 total square feet, but the analysis excludes 10,734 square feet related to the ineligible training facility. Shown below, Figure P4 includes 62,942 eligible square feet of police facilities.

Figure P4: Existing Police Facilities

Description	Total Square Feet	Eligible Square Feet
PD Headquarters	9,700	9,700
Sundance Crossings	15,400	15,400
Criminal Investigations	4,600	4,600
Sun City Festival Substation	3,992	3,992
Evidence Building	17,316	17,316
Training and Vehicle Facility[1]	21,468	10,734
Communication Center	600	600
Tartesso Report Writing	600	600
Total	73,676	62,942

Source: Buckeye Police Department

1. Training portion excluded from eligible square feet

Buckeye plans to construct additional police facilities to serve future development. The Buckeye Police Department provided construction costs for 72,000 square feet of future police facilities equal to $55,000,000. The weighted average cost of these facilities is $764 per square foot ($55,000,000 / 72,000 square feet), and the analysis uses $764 per square foot as a proxy for future growth-related police facilities costs. Buckeye may use development fees to construct these projects or to construct other growth-related police facilities.

Figure P5: Construction Cost Factors

Description	Square Feet	Cost	Cost per Sq Ft
Communication Center	12,000	$19,000,000	$1,583
PD Headquarters	60,000	$36,000,000	$600
Total	72,000	$55,000,000	$764

Source: Buckeye Police Department

To allocate the proportionate share of demand for police facilities to residential and nonresidential development, this analysis uses functional population shown in Figure P1. Buckeye's existing level of service for residential development is 0.4388 eligible square feet per person (62,942 eligible square feet X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.1697 eligible square feet per trip (62,942 eligible square feet X 17 percent nonresidential share / 63,048 vehicle trips). For police facilities, the cost is $335.23 per person (0.4388 eligible square feet per person X $764 per square foot) and $129.64 per vehicle trip (0.1697 eligible square feet per trip X $764 per square foot).

Figure P6: Existing Level of Service

Cost Factors	
Cost per Square Foot	$764

Level-of-Service (LOS) Standards	
Eligible Square Feet	62,942
Residential	
Residential Share	83%
2024 Population	119,044
Square Feet per Person	0.4388
Cost per Person	$335.23
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Square Feet per Vehicle Trip	0.1697
Cost per Vehicle Trip	$129.64

Source: Buckeye Police Department

Police Vehicles – Incremental Expansion

Buckeye provides 205 police vehicles with a total cost of $16,395,000, and Buckeye plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Buckeye's existing level of service for residential development is 0.0014 units per person (205 units X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.0006 units per vehicle trip (205 units X 17 percent nonresidential share / 63,048 vehicle trips).

The weighted average cost of Buckeye's existing fleet of police vehicles is $79,976 per unit ($16,395,000 total cost / 205 units), and the analysis uses this cost as a proxy for future growth-related police vehicle costs. Buckeye may use development fees to expand its police vehicle fleet. For police vehicles, the cost is $114.31 per person (0.0014 units per person X $79,976 per unit) and $44.21 per vehicle trip (0.0006 units per vehicle trip X $79,976 per unit).

Figure P7: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol	116	$85,000	$9,860,000
Patrol - Reserve	38	$85,000	$3,230,000
Detective	25	$65,000	$1,625,000
Detective - Reserve	8	$65,000	$520,000
City Code Truck	2	$35,000	$70,000
Prisoner Transport Van	2	$90,000	$180,000
Bearcat	1	$450,000	$450,000
DUI Van	1	$100,000	$100,000
Volunteer	4	$30,000	$120,000
Property and Evidence	3	$30,000	$90,000
Community Program	5	$30,000	$150,000
Total	205	$79,976	$16,395,000

Cost Factors	
Weighted Average per Unit	$79,976

Level-of-Service (LOS) Standards	
Existing Units	205
Residential	
Residential Share	83%
2024 Population	119,044
Units per Person	0.0014
Cost per Person	$114.31
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Units per Vehicle Trip	0.0006
Cost per Vehicle Trip	$44.21

Source: Buckeye Police Department

Police Equipment – Incremental Expansion

Buckeye provides 761 units of police equipment with a total cost of $9,732,842, and Buckeye plans to acquire additional units to serve future development. The weighted average cost of Buckeye's existing police equipment is $12,790 per unit ($9,732,842 total cost / 761 units), and the analysis uses this cost as a proxy for future growth-related police equipment costs.

Figure P8: Existing Police Equipment

Description	Units	Unit Cost	Total Cost
Regional Wireless (Police Share)	1	$3,858,755	$3,858,755
Equipment per Sworn Officer	116	$7,248	$840,768
Portable Radio	178	$10,000	$1,780,000
Vehicle Radio	147	$10,000	$1,470,000
Dispatch Console	6	$90,117	$540,701
Automated Fingerprint System	1	$46,629	$46,629
Cisco Phone System	1	$14,375	$14,375
Mobile Data Terminal	140	$5,200	$728,000
Pole Cam	2	$13,288	$26,576
Desktops	52	$1,000	$52,000
Tablet	16	$1,000	$16,000
Laptop	41	$1,300	$53,300
Accident Trailer	1	$36,240	$36,240
Message Board	2	$20,000	$40,000
Radar Trailer	4	$15,000	$60,000
Automated Ext. Defibrillator	50	$2,174	$108,720
Interview Room Equipment	2	$20,000	$40,000
Contraband Inspection Kit	1	$20,778	$20,778
Total	761	$12,790	$9,732,842

Source: Buckeye Police Department

To allocate the proportionate share of demand for police equipment to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Buckeye's existing level of service for residential development is 0.0053 units per person (761 units X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.0021 units per vehicle trip (761 units X 17 percent nonresidential share / 63,048 vehicle trips).

The weighted average cost of Buckeye's existing police equipment is $12,790 per unit ($9,732,842 total cost / 761 units), and the analysis uses this cost as a proxy for future growth-related police equipment costs. Buckeye may use development fees to acquire additional police equipment to serve future development. For police equipment, the cost is $67.86 per person (0.0053 units per person X $12,790 per unit) and $26.24 per vehicle trip (0.0021 units per vehicle trip X $12,790 per unit).

Figure P9: Existing Level of Service

Cost Factors	
Weighted Average per Unit	$12,790

Level-of-Service (LOS) Standards	
Existing Units	761
Residential	
Residential Share	83%
2024 Population	119,044
Units per Person	0.0053
Cost per Person	$67.86
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Units per Vehicle Trip	0.0021
Cost per Vehicle Trip	$26.24

Source: Buckeye Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.51 per person and $0.10 per vehicle trip.

Figure P10: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and nonresidential vehicle trip growth of 92,736 vehicle trips. To maintain the existing levels of service, Buckeye needs to construct approximately 53,294 square feet of police facilities, expand the fleet of police vehicles by approximately 174 units, and acquire approximately 644 units of police equipment during the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

Buckeye plans to maintain its existing level of service for police facilities over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands approximately 37,556 square feet (85,579 additional persons X 0.4388 eligible square feet per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands approximately 15,739 square feet (92,736 additional vehicle trips X 0.1697 eligible square feet per vehicle trip). Future development demands approximately 53,294 square feet of police facilities at a cost of $40,710,910 (53,294.3 square feet X $764 per square foot). Buckeye may use development fees to expand existing police facilities or to construct additional police facilities.

Figure P11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Facilities	0.4388 Square Feet	per Person	$764
	0.1697 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Population	Vehicle Trips	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	119,044	63,048	52,241.9	10,700.1	62,942.0
2025	127,641	72,608	56,014.4	12,322.6	68,337.0
2026	136,098	85,312	59,725.5	14,478.7	74,204.3
2027	145,534	93,718	63,866.7	15,905.2	79,771.9
2028	154,458	101,403	67,783.0	17,209.5	84,992.5
2029	164,182	110,311	72,050.4	18,721.4	90,771.8
2030	172,763	118,867	75,815.7	20,173.5	95,989.2
2031	180,018	127,820	78,999.9	21,692.8	100,692.7
2032	186,973	136,772	82,052.0	23,212.2	105,264.2
2033	195,848	145,725	85,946.7	24,731.6	110,678.3
2034	204,623	155,784	89,797.5	26,438.8	116,236.3
10-Yr Increase	85,579	92,736	37,555.7	15,738.6	53,294.3
		Growth-Related Expenditures	$28,688,348	$12,022,562	$40,710,910

Police Vehicles – Incremental Expansion

Buckeye plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 122.3 units (85,579 additional persons X 0.0014 units per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands an additional 51.3 units (92,736 additional vehicle trips X 0.0006 units per vehicle trip). Future development demands approximately 174 police vehicles at a cost of $13,881,983 (173.6 units X $79,976 per unit). Buckeye may use development fees to expand its fleet of police vehicles.

Figure P12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0014 Units	per Person	$79,976
	0.0006 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	119,044	63,048	170.2	34.9	205.0
2025	127,641	72,608	182.4	40.1	222.6
2026	136,098	85,312	194.5	47.2	241.7
2027	145,534	93,718	208.0	51.8	259.8
2028	154,458	101,403	220.8	56.1	276.8
2029	164,182	110,078	234.7	60.8	295.5
2030	172,763	118,867	246.9	65.7	312.6
2031	180,018	127,820	257.3	70.7	328.0
2032	186,973	136,772	267.2	75.6	342.8
2033	195,848	145,725	279.9	80.5	360.5
2034	204,623	155,784	292.5	86.1	378.6
10-Yr Increase	85,579	92,736	122.3	51.3	173.6

Growth-Related Expenditures	$9,782,418	$4,099,564	$13,881,983

Police Equipment – Incremental Expansion

Buckeye plans to maintain its existing level of service for police equipment over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 454.1 units (85,579 additional persons X 0.0053 units per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands an additional 190.3 units (92,736 additional vehicle trips X 0.0021 units per vehicle trip). Future development demands approximately 644 units of police equipment at a cost of $8,240,997 (644.4 units X $12,790 per unit).

Figure P13: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Equipment	0.0053 Units	per Person	$12,790
	0.0021 Units	per Vehicle Trip	

Demand for Police Equipment					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	119,044	63,048	631.6	129.4	761.0
2025	127,641	72,608	677.2	149.0	826.2
2026	136,098	85,312	722.1	175.1	897.2
2027	145,534	93,718	772.2	192.3	964.5
2028	154,458	101,403	819.5	208.1	1,027.6
2029	164,182	110,311	871.1	226.4	1,097.5
2030	172,763	118,867	916.6	243.9	1,160.6
2031	180,018	127,820	955.1	262.3	1,217.4
2032	186,973	136,772	992.0	280.6	1,272.7
2033	195,848	145,725	1,039.1	299.0	1,338.2
2034	204,623	155,784	1,085.7	319.7	1,405.4
10-Yr Increase	85,579	92,736	454.1	190.3	644.4

Growth-Related Expenditures	$5,807,303	$2,433,694	$8,240,997

POLICE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Figure P14 includes infrastructure components and cost factors for police facilities development fees. The cost per service unit is $517.91 per person and $200.19 per trip.

Police facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,657 for low/medium density unit is calculated using a cost per service unit of $517.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using vehicle trips as the service unit. The fee of $172 per 1,000 square feet of industrial development is derived from a cost per service unit of $200.19 per trip multiplied by a demand unit of 0.86 vehicle trips per 1,000 square feet.

Figure P14: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	$335.23	$129.64
Police Vehicles	$114.31	$44.21
Police Equipment	$67.86	$26.24
Development Fee Report	$0.51	$0.10
Total	$517.91	$200.19

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,657	$842	$815
High Density (≥8 DU/Acre)	2.50	$1,295	$658	$637
Age Restricted (≤8 DU/Acre)	2.00	$1,036	$526	$510

Nonresidential Fees per 1,000 Square Feet				
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.86	$172	$92	$80
Commercial	12.21	$2,444	$1,323	$1,121
Office & Other Services	5.42	$1,085	$517	$568
Institutional	7.45	$1,491	$684	$807

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure P15 is based on the development projections in the *Land Use Assumptions* document and the updated police facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $58,610,030 and projected expenditures equal $62,861,389.

Figure P15: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	$40,710,910	$0	$40,710,910
Police Vehicles	$13,881,983	$0	$13,881,983
Police Equipment	$8,240,997	$0	$8,240,997
Development Fee Report	$27,500	$0	$27,500
Total	$62,861,389	$0	$62,861,389

		Low/Med Res $1,657 per unit	High Res $1,295 per unit	Age Restricted $1,036 per unit	Industrial $172 per 1,000 sq ft	Commercial $2,444 per 1,000 sq ft	Office & Other $1,085 per 1,000 sq ft	Institutional $1,491 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	25,814	1,213	5,950	16,277	2,547	1,021	997
Year 1	2025	27,626	1,828	6,234	18,119	3,075	1,142	1,076
Year 2	2026	29,361	2,443	6,518	19,962	3,865	1,251	1,155
Year 3	2027	31,214	3,261	6,802	21,804	4,304	1,361	1,235
Year 4	2028	32,792	4,235	7,087	22,804	4,742	1,470	1,314
Year 5	2029	34,611	5,208	7,371	24,134	5,239	1,580	1,394
Year 6	2030	36,173	6,063	7,655	25,464	5,744	1,689	1,473
Year 7	2031	37,466	6,917	7,911	26,544	6,228	1,901	1,585
Year 8	2032	38,700	7,617	8,167	27,624	6,712	2,113	1,697
Year 9	2033	40,611	8,317	8,423	28,704	7,196	2,324	1,809
Year 10	2034	42,460	9,017	8,679	29,784	7,734	2,536	1,980
10-Year Increase		16,646	7,804	2,729	13,507	5,187	1,515	983
Projected Revenue		$27,574,181	$10,099,568	$2,825,626	$2,324,869	$12,676,414	$1,643,480	$1,465,892

Projected Fee Revenue	$58,610,030
Verrado Deficit	$4,251,359
Total Expenditures	$62,861,389

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

> *"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon."*

The Street Facilities IIP includes components for arterial improvements, interchange right-of-way, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The plan-based methodology is used for all components.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

SERVICE AREA

Figure S1 includes the service area map for the Street Facilities IIP.

Street Service Area

The street service area includes areas south of Greenway Road and north of the Gila River. Buckeye will assess development fees related to interchange ROW and the cost of preparing the Street Facilities IIP and related Development Fee Report within this service area. There are two subareas within the street service area.

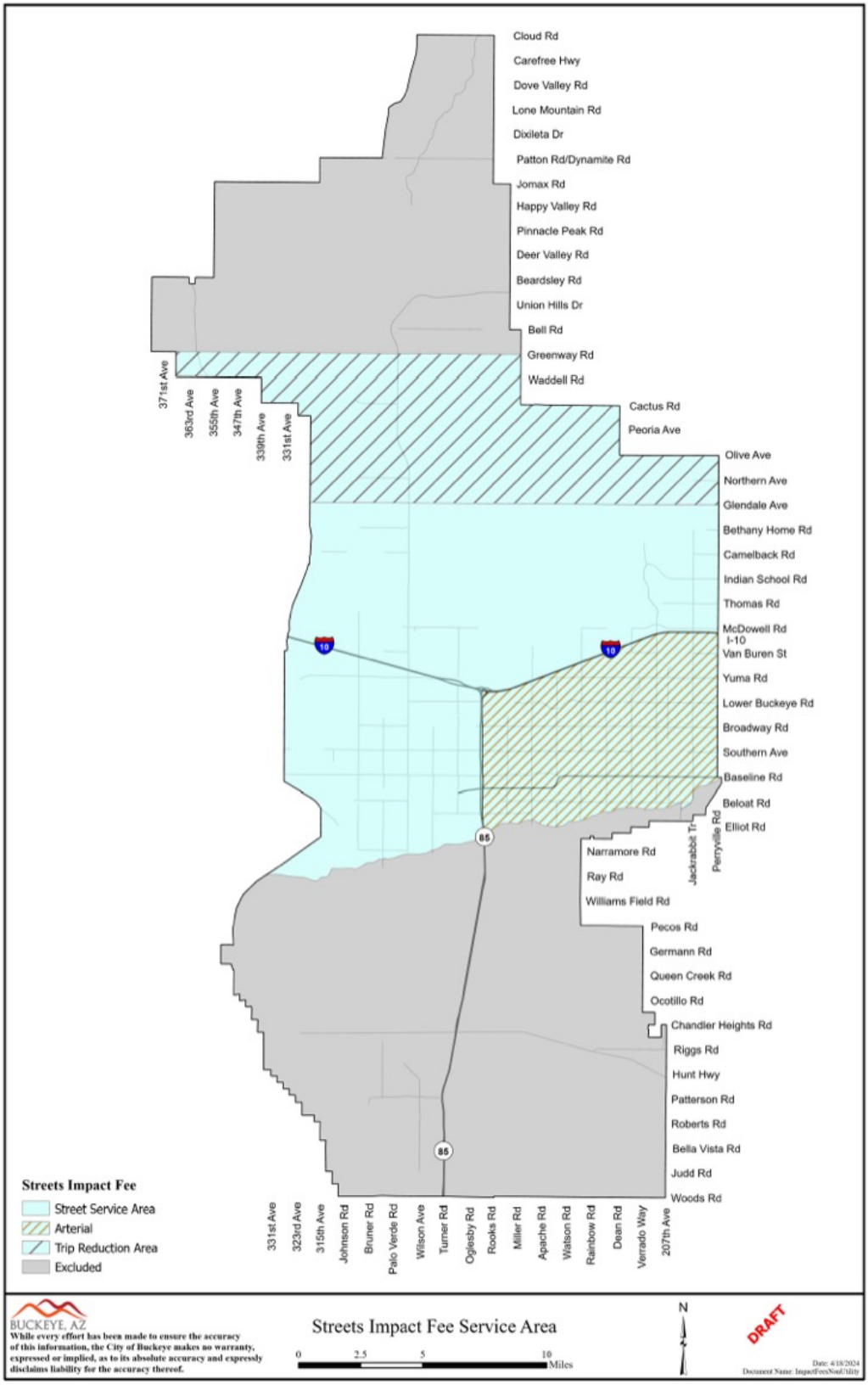
Trip Reduction Service Area

The trip reduction service area is located within the street service area and includes areas south of Greenway Road and north of Glendale Avenue. Development within the trip reduction service area receives a trip adjustment of 50 percent to account for alternative travel patterns that may reduce the amount of vehicle trips using future Interstate 10 interchanges.

Arterial Service Area

The arterial service area is located within the street service area and includes areas north of the Gila River, east of State Route 85, south of Interstate 10, and west of Perryville Road. In addition to development fees related to interchange ROW and the cost of preparing the Street Facilities IIP and related Development Fee Report, Buckeye will assess development fees related to arterial improvements within the arterial service area.

Figure S1: Street Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Buckeye will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit. For age restricted development, the proxy is Senior Adult Housing – Single-Family (ITE 251), and this type of development generates 4.31 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure S2: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Buckeye for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S3, the U.S. Census Bureau's OnTheMap web application indicates 92 percent of resident workers traveled outside of Buckeye for work in 2020. In combination, these factors (0.31 x 0.50 x 0.92 = 0.14) support the additional 14 percent allocation of trips to residential development.

Figure S3: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	36,902
Residents Living and Working in Buckeye	2,870
Residents Commuting Outside Buckeye for Work	34,032
Percent Commuting out of Buckeye	92%
Additional Production Trips[1]	14%
Standard Trip Rate Adjustment	50%
Residential Trip Adjustment Factor	64%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.1) and LEHD Origin-Destination Employment Statistics, 2020.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2020 indicate that 92 percent of Buckeye's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x .92 = 0.143) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S4, multiplying average weekday vehicle trip ends and trip adjustment factors by existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development citywide generates 302,706 vehicle trips on an average weekday.

Figure S4: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	38,782	234,060
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,839	34,677
Office & Other Services	KSF	710	10.84	50%	1,063	5,760
Institutional	KSF	730	22.59	33%	1,157	8,623
Total						302,706

Shown below in Figure S5, existing development in the street service area generates 261,001 vehicle trips on an average weekday—this includes trips generated in the trip reduction and arterial service areas.

Figure S5: Average Weekday Vehicle Trips by Land Use – Street Service Area

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	32,477	195,965
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,631	32,113
Office & Other Services	KSF	710	10.84	50%	981	5,314
Institutional	KSF	730	22.59	33%	1,076	8,023
Total						261,001

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6a, Table 6b, and Table 6c of the 2017 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 75 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

Local Trip Lengths

According to recent estimates, Buckeye provides 228.86 lane miles of arterials citywide. Using a capacity standard of 8,700 vehicles per lane mile, Buckeye's existing arterial network provides 1,991,039 vehicle miles of capacity (228.86 lane miles X 8,700 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in Buckeye. As shown in Figure S4, citywide development currently attracts

302,706 average weekday vehicle trips. Dividing 1,991,039 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 6.57 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 6.0866 miles.

Local Vehicle Miles Traveled

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor.

Figure S6: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit					
Development Type	AWVTE per unit[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per Unit
Low/Med Density (<8 DU/Acre)	9.43	64%	6.0866	117%	42.98
High Density (≥8 DU/Acre)	6.74	64%	6.0866	117%	30.72
Age Restricted (≤8 DU/Acre)	4.31	64%	6.0866	117%	19.64

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per 1,000 Sq Ft
Industrial	1.71	50%	6.0866	73%	3.80
Commercial	37.01	33%	6.0866	75%	55.75
Office & Other Services	10.84	50%	6.0866	73%	24.08
Institutional	22.59	33%	6.0866	73%	33.12

1. See Land Use Assumptions

Shown below are the demand indicators for residential and nonresidential land uses related to VMT in the trip reduction service area. For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor.

Figure S7: Ratio of Service Unit to Development Unit – Trip Reduction Service Area

Residential Development per Housing Unit					
Development Type	AWVTE per unit[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per Unit
Low/Med Density (<8 DU/Acre)	9.43	32%	6.0866	117%	21.49
High Density (≥8 DU/Acre)	6.74	32%	6.0866	117%	15.36
Age Restricted (≤8 DU/Acre)	4.31	32%	6.0866	117%	9.82

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per 1,000 Sq Ft
Industrial	1.71	25%	6.0866	73%	1.90
Commercial	37.01	17%	6.0866	75%	27.88
Office & Other Services	10.84	25%	6.0866	73%	12.04
Institutional	22.59	17%	6.0866	73%	16.56

1. See Land Use Assumptions

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Citywide

As shown in the *Land Use Assumptions* document, citywide projected development includes an additional 29,507 housing units and 21,435,000 square feet of nonresidential floor area over the next 10 years. Based on the trip generation factors discussed in this section, projected development generates an additional 1,590,499 VMT over the next 10 years.

Figure S8: Projected Travel Demand – Citywide

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.087

Buckeye	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base	1	2	3	4	5	10	Increase
Single Family Units	38,782	41,092	43,325	45,739	47,878	50,257	60,324	21,542
Multi-Family Units	1,298	1,993	2,689	3,507	4,480	5,454	9,263	7,965
Industrial KSF	16,360	18,207	20,053	21,899	22,903	24,236	29,890	13,530
Commercial KSF	2,839	3,388	4,200	4,659	5,119	5,636	8,178	5,339
Office & Other Services KSF	1,063	1,187	1,300	1,413	1,526	1,639	2,621	1,558
Institutional KSF	1,157	1,238	1,318	1,399	1,480	1,561	2,165	1,008
Single-Family Trips	234,060	247,998	261,474	276,042	288,952	303,313	364,070	130,010
Multi-Family Trips	5,598	8,598	11,598	15,128	19,327	23,525	39,956	34,358
Residential Trips	239,658	256,597	273,072	291,170	308,278	326,838	404,026	164,368
Industrial Trips	13,988	15,567	17,145	18,723	19,582	20,722	25,556	11,568
Commercial Trips	34,677	41,381	51,293	56,906	62,519	68,839	99,884	65,208
Office & Other Services Trips	5,760	6,435	7,046	7,658	8,270	8,882	14,205	8,445
Institutional Trips	8,623	9,225	9,828	10,430	11,032	11,634	16,138	7,515
Nonresidential Trips	63,048	72,608	85,312	93,718	101,403	110,078	155,784	92,736
Total Vehicle Trips	**302,706**	**329,205**	**358,385**	**384,888**	**409,681**	**436,916**	**559,810**	**257,104**
Vehicle Miles Traveled (VMT)	**1,991,039**	**2,154,958**	**2,329,941**	**2,496,854**	**2,653,515**	**2,825,000**	**3,581,538**	**1,590,499**
Arterial Lane Miles	228.86	247.70	267.81	286.99	305.00	324.71	411.67	182.82

Street Service Area

Figure S9 includes projected VMT during the next 10 years within the street service area. Based on projections in the *Land Use Assumptions* document and demand factors shown in Figure S6, projected development within the street service area generates an additional 631,502 VMT over the next five years (2,061,468 VMT in 2029 – 1,429,967 VMT in 2024) and 1,091,565 VMT over the next 10 years (2,521,532 VMT in 2034 – 1,429,967 VMT in 2024).

Figure S9: Projected Travel Demand – Street Service Area

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.0866

Street Service Area	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base	1	2	3	4	5	10	
Single Family Units	32,477	34,415	36,276	38,318	40,086	42,094	48,452	15,975
Multi-Family Units	1,298	1,993	2,689	3,507	4,480	5,454	9,263	7,965
Industrial KSF	16,360	18,207	20,053	21,899	22,903	24,236	29,797	13,436
Commercial KSF	2,631	3,108	3,848	4,236	4,623	5,069	7,340	4,710
Office & Other Services KSF	981	1,083	1,175	1,266	1,357	1,449	2,301	1,320
Institutional KSF	1,076	1,143	1,209	1,276	1,342	1,409	1,901	825
Single-Family Trips	195,965	207,653	217,972	228,931	238,231	248,983	278,598	82,633
Multi-Family Trips	5,598	8,598	11,598	15,128	18,993	22,857	38,621	33,023
Residential Trips	201,563	216,251	229,570	244,059	257,224	271,840	317,219	115,656
Industrial Trips	13,988	15,567	17,145	18,723	19,582	20,581	24,630	10,642
Commercial Trips	32,113	37,937	46,968	51,700	56,432	61,518	87,478	55,365
Office & Other Services Trips	5,314	5,872	6,367	6,862	7,357	7,852	12,420	7,106
Institutional Trips	8,023	8,519	9,015	9,511	10,007	10,503	14,103	6,080
Nonresidential Trips	59,438	67,894	79,495	86,796	93,378	100,454	138,631	79,193
Total Vehicle Trips	**261,001**	**284,145**	**309,065**	**330,855**	**350,601**	**372,294**	**455,850**	**194,849**
Vehicle Miles Traveled (VMT)	**1,429,967**	**1,562,007**	**1,698,664**	**1,823,826**	**1,936,356**	**2,061,468**	**2,521,532**	**1,091,565**

Arterial Service Area

Figure S10 includes projected VMT during the next 10 years within the arterial service area. Based on projections in the *Land Use Assumptions* document and demand factors shown in Figure S6, projected development within the arterial service area generates an additional 534,078 VMT over the next 10 years.

Figure S10: Projected Travel Demand – Arterial Service Area

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.0866

Street Service Area: Arterial	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2034 10	10-Year Increase
Single Family Units	17,547	18,787	19,651	20,482	21,039	21,837	20,156	2,609
Multi-Family Units	1,212	1,827	2,442	3,260	4,079	4,897	8,397	7,185
Industrial KSF	15,623	17,458	19,293	21,127	22,119	23,112	26,231	10,608
Commercial KSF	1,836	2,177	2,781	3,032	3,284	3,535	4,393	2,556
Office & Other Services KSF	572	651	719	786	853	921	913	341
Institutional KSF	516	536	556	575	595	615	824	308
Single-Family Trips	105,898	113,384	118,597	123,615	126,976	131,788	121,645	15,748
Multi-Family Trips	5,228	7,881	10,534	14,064	17,594	21,124	36,221	30,993
Residential Trips	111,126	121,265	129,130	137,679	144,569	152,912	157,867	46,741
Industrial Trips	13,358	14,927	16,495	18,064	18,912	19,761	22,428	9,070
Commercial Trips	22,428	26,591	33,961	37,032	40,103	43,174	53,650	31,222
Office & Other Services Trips	3,102	3,529	3,894	4,259	4,624	4,989	4,948	1,846
Institutional Trips	3,850	3,996	4,143	4,290	4,437	4,583	6,143	2,294
Nonresidential Trips	42,737	49,043	58,493	63,645	68,076	72,507	87,169	44,432
Total Vehicle Trips	**153,862**	**170,308**	**187,624**	**201,324**	**212,645**	**225,419**	**245,035**	**91,173**
Vehicle Miles Traveled (VMT)	**983,981**	**1,084,711**	**1,183,611**	**1,267,754**	**1,336,883**	**1,416,354**	**1,518,058**	**534,078**

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Arterial Improvements – Plan-Based

Buckeye plans to construct arterial improvements within the arterial service area to serve existing and future development over the next 10 years. The planned arterial improvements will add capacity to the arterial network by widening arterials in areas with asymmetric road layouts, also known as scalloped streets, located adjacent to parcels where future development is not required to construct half-street improvements. Examples include bridges across the Roosevelt Irrigation District (RID) Canal and arterial segments adjacent to developed county islands. The total cost of planned arterial improvements within the arterial service area is $37,807,000.

Figure S11: Planned Arterial Improvements

Description	Cost
Watson Road, Elwood to RID	$7,225,000
Watson Road Bridge at RID	$10,275,000
Miller Road Bridge at RID	$7,525,000
Apache Rd., Roeser South (Napolitano Frontage)	$4,125,000
249th Ave/Yuma Road, Store All American to Jones Ford	$3,670,000
Miller Rd., Broadway to Warner St. (No Signal)	$4,987,000
Total	$37,807,000

Source: Buckeye Engineering Department

The planned arterial improvements provide a benefit to existing and future development, so the analysis allocates the total cost of the planned arterial improvements to 2034 total VMT generated in the arterial service area. The arterial improvements cost is $24.90 per VMT ($37,807,000 / 1,518,058 total VMT in 2034), and 10-year projected revenue is $13,298,536 ($24.90 per VMT X 534,078 additional VMT).

Figure S12: Cost Allocation

Cost Factors	
Planned Arertial Improvements	$37,807,000
2034 VMT	1,518,058
Cost per VMT	$24.90
10-Year VMT Increase	534,078
10-Year Projected Revenue	$13,298,536

Interchange ROW – Plan-Based

Buckeye plans to acquire rights-of-way for future Interstate 10 interchanges to serve future development. Shown below, the total cost of planned interchange ROW acquisitions in the street service area is $28,226,880. Dean Road and Johnson Road were included in the previous Street Facilities IIP, so this analysis includes a credit for development fees already collected for these projects. After subtracting the existing street development fee fund balance as of February 29, 2024, the eligible cost is $27,126,880.

Figure S13: Planned Interchange ROW Acquisition

Description	Project Cost[1]	Fund Balance[2]	Eligible Cost
Dean Rd & I-10 (ROW)	$12,545,280	($776,471)	$11,768,809
Johnson Rd & I-10 (ROW)	$5,227,200	($323,529)	$4,903,671
Wilson Rd & I-10 (ROW)	$5,227,200	$0	$5,227,200
Bruner Rd & I-10 (ROW)	$5,227,200	$0	$5,227,200
Total	$28,226,880	($1,100,000)	$27,126,880

1. Buckeye Engineering Department
2. Buckeye Finance Department, February 2024

The growth share for Dean Road and Johnson Road is 30.6 percent (5-year increase of 631,502 VMT / 1,429,967 VMT in 2024), and the growth share for Wilson Road and Bruner Road is 43.3 percent (10-year increase of 1,091,565 VMT / 1,429,967 VMT in 2024). Applying the growth shares to the eligible costs provides a growth cost of $9,628,534. Dividing the growth costs by the VMT increase associated with each project equals a growth-related cost of $12.22 per VMT.

Figure S14: Cost Allocation

Description	Eligible Cost	Growth Share[1]	Growth Cost	VMT Increase	Cost per VMT
Dean Rd & I-10 (ROW)	$11,768,809	30.6%	$3,601,256	631,502	$5.70
Johnson Rd & I-10 (ROW)	$4,903,671	30.6%	$1,500,523	631,502	$2.38
Wilson Rd & I-10 (ROW)	$5,227,200	43.3%	$2,263,378	1,091,565	$2.07
Bruner Rd & I-10 (ROW)	$5,227,200	43.3%	$2,263,378	1,091,565	$2.07
Total	$27,126,880	35.5%	$9,628,534		$12.22

1. Growth share based on VMT increase

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report equals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.04 per VMT.

Figure S15: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Arterial Service Area

Figure S16 includes infrastructure components and cost factors for street facilities development fees in the arterial service area. The cost per service unit is $37.16 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $1,597 for low/medium density unit is calculated using a cost per service unit of $37.16 per VMT multiplied by a demand unit of 42.98 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $141 per 1,000 square feet of industrial development is derived from a cost per service unit of $37.16 per VMT multiplied by a demand unit of 3.80 VMT per 1,000 square feet.

Figure S16: Street Facilities Development Fees

Fee Component	Cost per VMT
Arterial Improvements	$24.90
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$37.16

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	42.98	$1,597	$300	$1,297
High Density (≥8 DU/Acre)	30.72	$1,142	$173	$969
Age Restricted (≤8 DU/Acre)	19.64	$730	$136	$594

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	3.80	$141	$26	$115
Commercial	55.75	$2,072	$337	$1,735
Office & Other Services	24.08	$895	$146	$749
Institutional	33.12	$1,231	$193	$1,038

1. See Land Use Assumptions

Street Service Area

Figure S17 includes infrastructure components and cost factors for street facilities development fees in the street service area. The cost per service unit is $12.26 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $527 for low/medium density unit is calculated using a cost per service unit of $12.26 per VMT multiplied by a demand unit of 42.98 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $47 per 1,000 square feet of industrial development is derived from a cost per service unit of $12.26 per VMT multiplied by a demand unit of 3.80 VMT per 1,000 square feet.

Figure S17: Street Facilities Development Fees

Fee Component	Cost per VMT
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$12.26

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	42.98	$527	$300	$227
High Density (≥8 DU/Acre)	30.72	$377	$173	$204
Age Restricted (≤8 DU/Acre)	19.64	$241	$136	$105

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	3.80	$47	$26	$21
Commercial	55.75	$683	$337	$346
Office & Other Services	24.08	$295	$146	$149
Institutional	33.12	$406	$193	$213

1. See Land Use Assumptions

Trip Reduction Service Area

Figure S18 includes infrastructure components and cost factors for street facilities development fees in the trip reduction service area. The cost per service unit is $12.26 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $263 for low/medium density unit is calculated using a cost per service unit of $12.26 per VMT multiplied by a demand unit of 21.49 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $23 per 1,000 square feet of industrial development is derived from a cost per service unit of $12.26 per VMT multiplied by a demand unit of 1.90 VMT per 1,000 square feet.

Figure S18: Street Facilities Development Fees

Fee Component	Cost per VMT
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$12.26

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	21.49	$263	$300	($37)
High Density (≥8 DU/Acre)	15.36	$188	$173	$15
Age Restricted (≤8 DU/Acre)	9.82	$120	$136	($16)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.90	$23	$26	($3)
Commercial	27.88	$342	$337	$5
Office & Other Services	12.04	$148	$146	$2
Institutional	16.56	$203	$193	$10

1. See Land Use Assumptions

Street Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Arterial Service Area

Projected fee revenue shown in Figure S19 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees for the arterial service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $19,020,391 and projected expenditures equal $55,585,801. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S19: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Arterial Improvements	$13,298,536	$24,508,464	$37,807,000
Interchange ROW	$5,704,656	$12,055,317	$17,759,973
Development Fee Report	$18,829	$0	$18,829
Total	$19,022,021	$36,563,781	$55,585,801

		Low/Med Res $1,597 per unit	High Res $1,142 per unit	Industrial $141 per 1,000 sq ft	Commercial $2,072 per 1,000 sq ft	Office & Other $895 per 1,000 sq ft	Institutional $1,231 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	17,547	1,212	15,623	1,836	572	516
Year 1	2025	18,787	1,827	17,458	2,177	651	536
Year 2	2026	19,651	2,442	19,293	2,781	719	556
Year 3	2027	20,482	3,260	21,127	3,032	786	575
Year 4	2028	21,039	4,079	22,119	3,284	853	595
Year 5	2029	21,837	4,897	23,112	3,535	921	615
Year 6	2030	22,197	5,597	24,104	3,786	988	635
Year 7	2031	21,548	6,297	24,636	3,938	969	682
Year 8	2032	20,721	6,997	25,168	4,090	950	729
Year 9	2033	20,470	7,697	25,699	4,241	932	777
Year 10	2034	20,156	8,397	26,231	4,393	913	824
10-Year Increase		2,609	7,185	10,608	2,556	341	308
Projected Revenue		$4,753,899	$7,329,012	$1,401,660	$4,907,080	$306,322	$322,418

Projected Fee Revenue	$19,020,391
Total Expenditures	$55,585,801

Street Service Area

Projected fee revenue shown in Figure S20 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees in the street service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $2,911,422 and projected expenditures equal $8,518,875. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S20: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Interchange ROW	$3,066,300	$5,445,771	$8,512,071
Development Fee Report	$6,804	$0	$6,804
Total	$3,073,104	$5,445,771	$8,518,875

		Low/Med Res $527 per unit	High Res $377 per unit	Industrial $47 per 1,000 sq ft	Commercial $683 per 1,000 sq ft	Office & Other $295 per 1,000 sq ft	Institutional $406 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,899	1	654	499	366	400
Year 1	2025	8,380	1	662	614	387	445
Year 2	2026	8,861	1	669	728	407	491
Year 3	2027	9,342	1	677	843	428	536
Year 4	2028	9,823	1	685	957	449	581
Year 5	2029	10,304	1	692	1,072	469	627
Year 6	2030	10,785	1	700	1,196	490	672
Year 7	2031	11,722	1	895	1,434	688	723
Year 8	2032	12,658	1	1,090	1,672	887	773
Year 9	2033	13,595	1	1,285	1,910	1,086	823
Year 10	2034	14,531	1	1,480	2,148	1,285	873
10-Year Increase		6,632	0	826	1,649	918	473
Projected Revenue		$2,019,627	$0	$14,175	$639,908	$111,654	$126,058

Projected Fee Revenue	$2,911,422
Verrado Deficit	$5,607,453
Total Expenditures	$8,518,875

Trip Reduction Service Area

Projected fee revenue shown in Figure S21 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees in the trip reduction service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $852,414 and projected expenditures equal $856,704. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S21: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Interchange ROW	$850,657	$4,179	$854,836
Development Fee Report	$1,868	$0	$1,868
Total	$852,525	$4,179	$856,704

		Low/Med Res $263 per unit	High Res $188 per unit	Industrial $23 per 1,000 sq ft	Commercial $342 per 1,000 sq ft	Office & Other $148 per 1,000 sq ft	Institutional $203 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	12	0	0	3	0	0
Year 1	2025	15	0	0	4	0	0
Year 2	2026	318	0	0	4	0	0
Year 3	2027	771	0	0	5	0	0
Year 4	2028	1,225	155	0	6	0	0
Year 5	2029	1,678	310	330	64	0	0
Year 6	2030	2,211	465	660	123	0	0
Year 7	2031	2,863	619	990	181	4	5
Year 8	2032	3,435	619	1,320	239	9	10
Year 9	2033	4,007	619	1,650	298	13	14
Year 10	2034	4,579	619	1,980	356	18	19
10-Year Increase		4,566	619	1,980	353	18	19
Projected Revenue		$696,859	$78,027	$20,664	$54,659	$894	$1,311

Projected Fee Revenue	$852,414
Total Expenditures	$856,704

WATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(a) defines the eligible facilities and assets for the Water Facilities IIP:

> *"Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities."*

The Water Facilities IIP includes components for wells, arsenic treatment, pump stations, storage tanks, water campus land, water lines, and the cost of preparing the Water Facilities IIP and related Development Fee Report. The plan-based methodology is used for the central service area and the cost recovery methodology is used for the Tartesso West service area.

PROPORTIONATE SHARE

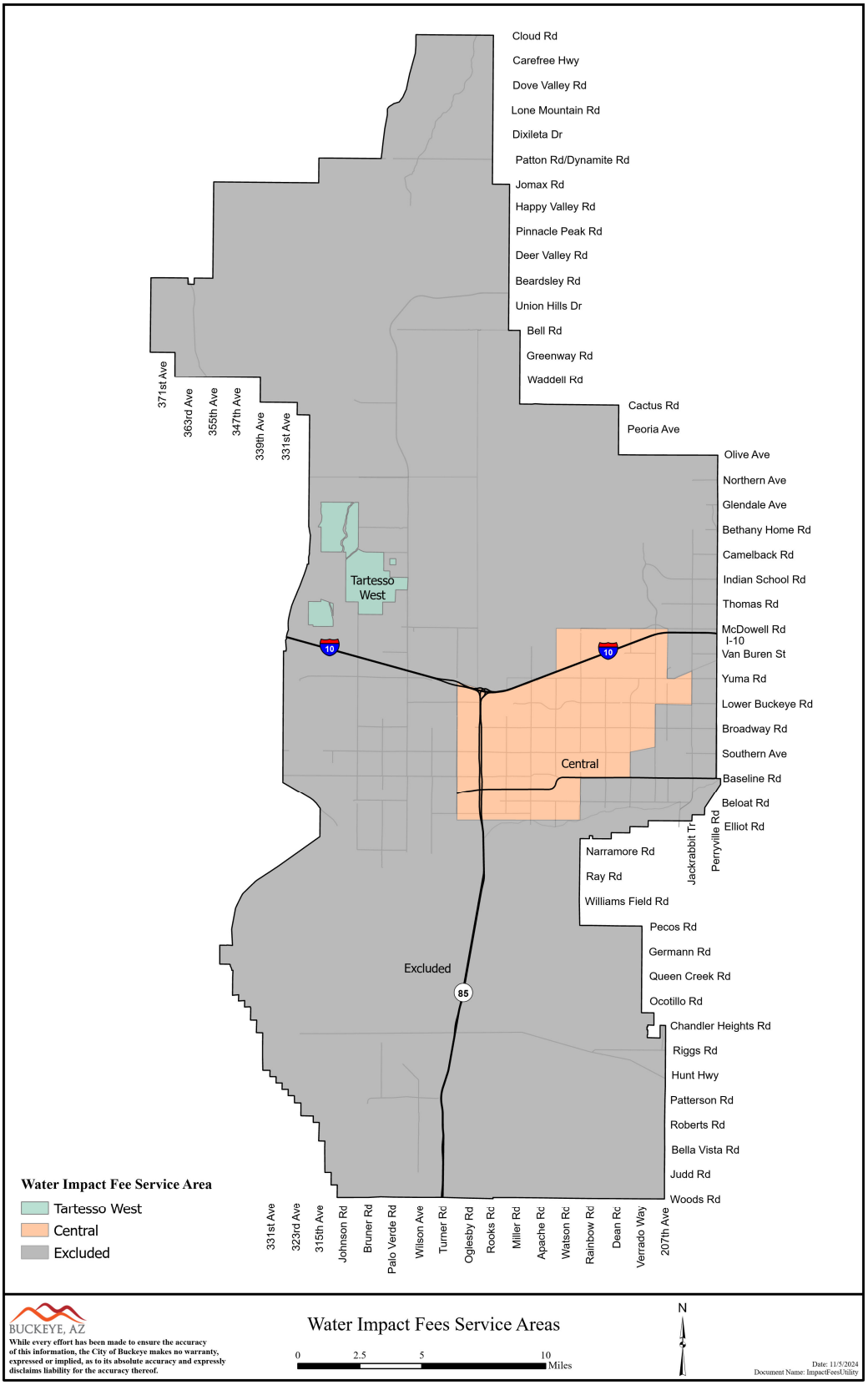
ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate future development. The Water Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using max day demand factors.

SERVICE AREA

Buckeye's existing water facilities consist of two separate systems with limited potential for interconnection. As shown in Figure W1, there are two service areas for the Water Facilities IIP: Central and Tartesso West.

The water service areas are acceptable for these facilities as they are defined as the incorporated area or Buckeye utility service area. The water system relies on groundwater, which is pumped to the surface by wells. The wells are connected by transmission lines that convey the water to a water campus where the water is treated, stored in tanks, and pumped into a system of pressurized distribution lines. The water campuses in the central service area are interconnected to provide emergency backup, so it is reasonable to consolidate these water campuses into a single service area. Buckeye is not the only water provider within the city limits, and the proposed water service areas do not include areas served by Arizona Water and EPCOR.

Figure W1: Water Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

According to estimates derived during Buckeye's 2024 Water Resource Master Plan update, average day demand from a single-family unit (low and medium density residential development) equals 302 gallons per unit. The analysis includes a peaking factor of 1.8 from Buckeye's Water Engineering Design Standards to account for max day demand. As shown below, max day demand from residential development includes a range from 340 gallons per day for active adult units to 544 gallons per day for low and medium density units. Buckeye's current Water Engineering Design Standards include max day demand of 652 gallons for low and medium density residential development (362 average day gallons X 1.8 max day peaking factor), so the updated demand factors shown below represent approximately 83 percent of max day demand as defined in the Water Engineering Design Standards.

Figure W2: Water Demand Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit[1]	Average Day Demand/Person	Average Day Gallons
Low and Medium Density	less than 8	3.20	94	302
High Density (includes apartments)	8 or more	2.50	94	236
Active Adult	max 8	2.00	94	189

Residential Land Use	Dwelling Units per Acre	Average Day Gallons	Maximum Day Peaking Factor[1]	Maximum Day Gallons
Low and Medium Density	less than 8	302	1.8	544
High Density (includes apartments)	8 or more	236	1.8	425
Active Adult	max 8	189	1.8	340

Residential Land Use	Dwelling Units per Acre	Average Day Gallons	Peak Hour Peaking Factor[1]	Peak Hour Gallons
Low and Medium Density	less than 8	302	3.0	906
High Density (includes apartments)	8 or more	236	3.0	708
Active Adult	max 8	189	3.0	566

Source: Buckeye Water Resources Department, 2023

1. Buckeye Water Engineering Design Standards, Section 3-1.202

Figure W3 includes the demand indicators for residential and nonresidential land uses. Future development in the central service area will use the updated demand factors discussed on the previous page. Since Tartesso West uses development fees to recover costs of existing infrastructure, and the current repayment calculation uses demand factors from the existing Water Engineering Design Standards, future development in the Tartesso West service area will continue using the Water Engineering Design Standards demand factors shown below. For residential development, the table displays maximum day gallons per housing unit. For nonresidential development, the table displays maximum day gallons per meter by size. For meters larger than 1.5 inches, maximum day demand is calculated from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W3: Ratio of Service Unit to Development Unit

Residential Demand per Housing Unit			
Residential Land Use	Demand Unit (Gallons)	Central	Tartesso West[1]
Low/Med Density (<8 DU/Acre)	Max Day	544	652
High Density (≥8 DU/Acre)	Max Day	425	509
Age Restricted (≤8 DU/Acre)	Max Day	340	407

Nonresidential Demand per Meter				
Meter Type and Size	Capacity Ratio	Demand Unit (Gallons)	Central	Tartesso West[1]
Disc 1.0"	1.0	Max Day	544	652
Disc 1.5"	1.7	Max Day	925	1,108
Turbine 1.5"	2.9	Max Day	1,578	1,891

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, Section 3-1.202

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Demand

According to Water Resources Department estimates, 2024 average day demand equals 8.50 million gallons per day (mgd). Using the maximum day peaking factor from Buckeye's Water Engineering Design Standards, maximum day demand is 15.30 mgd. Maximum day demand is 12.51 mgd in the central service area and 2.79 mgd in the Tartesso West area.

Figure W4: Existing Demand

Existing Demand	Central	Tartesso West	Total
Average Day Demand (mgd), 2024	6.95	1.55	8.50
x Max Day Peaking Factor[1]	1.80	1.80	1.80
Max Day Demand (mgd), 2024	12.51	2.79	15.30

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, 2020

System Components

Level of service (LOS) generally refers to the ratio of capacity to demand. One of the principles of development fee analysis is that future development should not be required to pay for a higher LOS than existing development currently receives. Consequently, it is important to determine the existing LOS.

For water facilities, the capacity of water production facilities is generally used as reflective of the capacity of the entire water system. However, some components of the system may have more capacity or less capacity than needed for full utilization of production facilities. The existing water system consists of wells (and the associated transmission lines to connect the wells to the system), arsenic treatment, pump stations, storage tanks, water campus land, and water lines greater than or equal to 16 inches that form the distribution system grid.

Well

Existing well production capacity is summarized in Figure W5. Total capacity of individual wells is shown in gallons per minute (gpm) and millions of gallons per day (mgd). The City's design criteria indicate the capacity of a system of wells should be measured in terms of firm capacity to account for the eventuality that a well may be out of service. Existing firm capacity is 15.43 mgd in the central service area and 3.59 mgd in the Tartesso West service area.

Figure W5: Well Capacity

Existing Well Capacity			
Well	GPM	MGD	MGD (Firm)
Central			
Well 12	310	0.45	0.33
Well 13	150	0.22	0.16
Well 14	245	0.35	0.26
Buckeye Airport Well 1	120	0.17	0.13
Buckeye Airport Well 2	420	0.60	0.45
Riata Well 2	380	0.55	0.41
Evergreen Well 2*	0	0.00	0.00
Sonoran Vista NE Well	525	0.76	0.57
Sonoran Vista SW Well	400	0.58	0.43
Bales Well*	0	0.00	0.00
4th and Baseline Well 1*	0	0.00	0.00
4th and Baseline Well 2*	0	0.00	0.00
Church*	0	0.00	0.00
Sundance Well 1	645	0.93	0.70
Sundance Well 2	760	1.09	0.82
Sundance Well 3	540	0.78	0.58
Sundance Well 4	970	1.40	1.05
Sundance Well 7	510	0.73	0.55
Sundance Well 8	850	1.22	0.92
Sundance Well 9	470	0.68	0.51
North Airport Rd Well 1	2,600	3.74	2.81
North Airport Rd Well 2	3,000	4.32	3.24
B.W. 1	180	0.26	0.19
B.W. 2	500	0.72	0.54
B.W. 3	175	0.25	0.19
Bulfer	40	0.06	0.04
Farallon Well 2	500	0.72	0.54
Subtotal, Central	**14,290**	**20.58**	**15.43**
Tartesso West			
Well 1	400	0.58	0.43
Well 2	1,200	1.73	1.30
Well 3	1,300	1.87	1.40
Well S.V. 1	240	0.35	0.26
Well S.V. 2	180	0.26	0.19
Subtotal, Tartesso West	**3,320**	**4.78**	**3.59**
Total	**17,610**	**25.36**	**19.02**

Source: Buckeye Water Resources Department

*Inactive

Pump Station

Shown below, Figure W6 includes existing pump station capacity. Total capacity of individual pump stations is shown in gallons per minute (gpm) and millions of gallons per day (mgd). The City's design criteria indicate the capacity of individual pump stations should be measured in terms of firm capacity to account for the eventuality that a pump within a pump station may be out of service. Existing firm capacity is 48.02 mgd in the central service area and 13.20 mgd in the Tartesso West service area.

Figure W6: Pump Station Capacity

Existing Pump Station Capacity		
Pump Station	GPM	MGD (Firm)
Central		
Hopeville	3,500	5.04
Sonoran Vista*	0	0.00
Lower Buckeye*	0	0.00
Buckeye North	500	0.72
West Park	3,000	4.32
Rancho Vista	1,850	2.66
Bales	1,800	2.59
4th & Central*	0	0.00
North Airport Rd	6,000	8.64
Sundance Zone 3	6,000	8.64
Sundance Zone 2	3,000	4.32
Historic Buckeye	2,400	3.46
JMWC	5,000	7.20
Bulfer	300	0.43
Subtotal, Central	**33,350**	**48.02**
Tartesso West		
Tartesso Water Campus	9,165	13.20
Subtotal, Tartesso West	**9,165**	**13.20**
Total	**42,515**	**61.22**

Source: Buckeye Water Resources Department

*Inactive

Storage

Figure W7 includes existing storage capacity. Total capacity of individual storage tanks is shown in millions of gallons (MG). Existing capacity is 15.55 mg in the central service area and 2.13 mg in the Tartesso West service area.

Figure W7: Storage Capacity

Existing Storage Capacity	
Storage	MG
Central	
Hopeville #1	0.10
Hopeville #2	0.10
Sonoran Vista WTP*	0.00
Bales 1	0.60
Bales 2	0.50
Lower Buckeye*	0.00
Buckeye North	0.20
Westpark 1	0.50
Westpark 2	0.20
Rancho Vista	0.80
4th & Central*	0.00
4th & Baseline 1*	0.00
4th & Baseline 2*	0.00
Historic Buckeye 1	0.75
Historic Buckeye 2	0.70
Sundance 1	2.60
Sundance 2	1.50
North Airport Rd 1	1.05
North Airport Rd 2	1.05
JMWC	4.00
Bulfer	0.90
Subtotal, Central	**15.55**
Tartesso West	
Tartessto Water Campus	2.00
Sun Valley Water Campus	0.13
Subtotal, Tartesso West	**2.13**
Total	**17.68**

Source: Buckeye Water Resources Department

*Inactive

System Components Summary

Shown below, Figure W8 includes a summary of water system components by service area.

Figure W8: System Components

		Existing Quantity		
System Component	Unit	Central	Tartesso West	Total
Well	each	22.00	5.00	27.00
Arsenic Treatment	mgd	5.00	1.50	6.50
Pump Station	mgd	48.02	13.20	61.22
Storage Tank	mg	15.55	2.13	17.68
Water Campus Land	acres	61.32	3.20	64.52
Water Line, ≥16"	lin. ft.	266,512	38,154	304,666

Source: Buckeye Water Resources Department

Level of Service

The central service area provides the most developed water system, while the Tartesso West service area has a smaller system. Figure W9 shows existing quantities for water system components in each service area and a comparison of system component quantities per mgd of well firm capacity.

Figure W9: Existing Level of Service

		Existing Quantity		Quantity per Well mgd	
System Component	Unit	Central	Tartesso West	Central	Tartesso West
Well (Firm)	mgd	15.43	3.59	1.00	1.00
Arsenic Treatment	mgd	5.00	1.50	0.32	0.42
Pump Station	mgd	48.02	13.20	3.11	3.68
Storage Tank	mg	15.55	2.13	1.01	0.59
Water Campus Land	acres	61.32	3.20	3.97	0.89
Water Line, ≥16"	lin. ft.	266,512	38,154	17,269	10,641

Source: Buckeye Water Resources Department

Cost Factors

Buckeye's Water Resources Department provided unit costs for water system components based on recent and planned construction costs.

Figure W10: Cost Factors

System Component	Unit	Unit Cost
Well	each	$5,000,000
Arsenic Treatment	mgd	$4,500,000
Pump Station	mgd	$3,900,000
Storage Tank	mg	$1,360,000
Water Campus Land	acres	$60,000
Water Line, ≥16"	lin. ft.	$568

Source: Buckeye Water Resources Department

System Value

This section includes the system value for each service area based on existing water system components shown in Figure W8 and unit costs shown in Figure W10.

Central Service Area

Existing water facilities in the central service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing water system value in the central service area equals $496,048,073.

Figure W11: System Value

Central				
System Component	Unit	Existing	Unit Cost	System Value
Well	each	22.00	$5,000,000	$110,000,000
Arsenic Treatment	mgd	5.00	$4,500,000	$22,500,000
Pump Station	mgd	48.02	$3,900,000	$187,293,600
Storage Tank	mg	15.55	$1,360,000	$21,148,000
Water Campus Land	acres	61.32	$60,000	$3,679,200
Water Line, ≥16"	lin. ft.	266,512	$568	$151,427,273
Total				$496,048,073

Source: Buckeye Water Resources Department

Tartesso West Service Area

Existing water facilities in the Tartesso West service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing water system value in the Tartesso West service area equals $107,987,849.

Figure W12: System Value

Tartesso West				
System Component	Unit	Existing	Unit Cost	System Value
Well	each	5.00	$5,000,000	$25,000,000
Arsenic Treatment	mgd	1.50	$4,500,000	$6,750,000
Pump Station	mgd	13.20	$3,900,000	$51,470,640
Storage Tank	mg	2.13	$1,360,000	$2,896,800
Water Campus Land	acres	3.20	$60,000	$192,000
Water Line, ≥16"	lin. ft.	38,154	$568	$21,678,409
Total				$107,987,849

Source: Buckeye Water Resources Department

Central – Plan-Based

Shown below, the analysis divides system value by well capacity to calculate the cost per gallon of water facilities. For pump station and water line components, the analysis multiplies well capacity by 3.0 (peak hour demand is 3.0 X average day demand) since these components are constructed to meet peak hour demand. The cost is $17.52 per gallon in the central service area, and Buckeye will use water facilities development fees to construct growth-related water facilities in the central service area.

Figure W13: Cost per Gallon

Central			
System Component	System Value	Well Capacity (mgd)	Cost per Gallon
Well	$110,000,000	15.43	$7.13
Arsenic Treatment	$22,500,000	15.43	$1.46
Pump Station	$187,293,600	46.30	$4.05
Storage Tank	$21,148,000	15.43	$1.37
Water Campus Land	$3,679,200	15.43	$0.24
Water Line, ≥16"	$151,427,273	46.30	$3.27
Total	$496,048,073		$17.52

Tartesso West – Cost Recovery

Buckeye currently collects water facilities development fees in the Tartesso West service area to reimburse the developer for costs related to an existing well and water lines. The remaining cost of these water facilities is $2,729,341, and available well capacity is 0.48 mgd. The cost is $5.70 per gallon in the Tartesso West service area, and Buckeye will use water facilities development fees to reimburse the developer for existing water facilities in the Tartesso West service area.

Figure W14: Cost per Gallon

Tartesso West			
System Component	Remaining Cost	Available Capacity (mgd)	Cost per Gallon
Water Facilities	$2,729,341	0.48	$5.70
Total	$2,729,341		$5.70

Development Fee Report – Plan-Based

The cost to prepare the Water Facilities IIP and related Development Fee Report equals $39,840. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future max day water demand, the cost is $0.01 per gallon.

Figure W15: Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Projected Demand

Shown below, Figure W16 includes projections of average day demand and maximum day demand over the next 10 years. Based on projections provided by Buckeye's Water Resources Department, future development generates an additional maximum day demand of 21.77 mgd over the next 10 years. This includes 20.79 mgd in the central service area and 0.98 mgd in the Tartesso West service area.

Figure W16: Projected Demand

Year		Average Day Demand (mgd)			Max Day Demand (mgd)		
		Central	Tartesso West	Total	Central	Tartesso West	Total
Base	2024	6.95	1.55	8.50	12.51	2.79	15.30
1	2025	8.10	1.60	9.71	14.59	2.88	17.47
2	2026	9.26	1.65	10.91	16.67	2.97	19.64
3	2027	10.41	1.70	12.12	18.75	3.06	21.81
4	2028	11.57	1.75	13.32	20.83	3.15	23.98
5	2029	12.72	1.80	14.53	22.91	3.24	26.15
6	2030	13.88	1.85	15.73	24.98	3.33	28.32
7	2031	15.03	1.91	16.95	27.06	3.44	30.50
8	2032	16.19	1.97	18.16	29.14	3.55	32.69
9	2033	17.34	2.03	19.38	31.22	3.66	34.88
10	2034	18.50	2.10	20.59	33.30	3.77	37.07
10-Yr Increase		11.55	0.55	12.10	20.79	0.98	21.77

Source: Buckeye Water Resources Department

Shown below, Figure W17 includes projected well capacity utilization for each service area in 2034. Based on projected maximum day demand and existing firm capacity, projected well capacity deficits include 17.73 mgd in the central service area and 0.18 mgd in the Tartesso West service area.

Figure W17: Projected Well Capacity Utilization

Projected Demand	Central	Tartesso West	Total
Average Day Demand (mgd), 2034	18.50	2.10	20.59
x Max Day Peaking Factor[1]	1.80	1.80	1.80
Max Day Demand (mgd), 2034	33.30	3.77	37.07
Existing Firm Capacity (mgd)	15.57	3.59	19.15
– Max Day Demand (mgd), 2034	(33.30)	(3.77)	(37.07)
Available Capacity (mgd)	(17.73)	(0.18)	(17.92)
÷ Existing Firm Capacity (mgd)	15.57	3.59	19.15
Percent Available Capacity	(113.90%)	(5.10%)	(93.50%)

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, 2020

Water Facilities Costs

The figure shown below includes planned water facilities capital expenditures during the next 10 years.

Figure W18: Water Facilities Costs

Description	Project Type	Fiscal Year	Cost
Farallon Water Campus	CIP	2024-2025	$52,875,000
Jackie Meck Service Area Well 8 (Ventanna Ranch Well 2)	CIP	2024-2026	$5,000,000
Water Resources Operations Center (Water Share)	CIP	2024-2027	$6,150,000
Jackie Meck Water Campus Expansion	CIP	2025-2031	$11,050,000
North Airport Water Campus Expansion	CIP	2024-2026	$7,000,000
Sundnace Well #10	CIP	2027	$5,000,000
Sundnace Water Campus Expansion	CIP	2025-2027	$7,000,000
Farallon WSA Well 4	CIP	2029-2030	$5,000,000
Grandview Well 2	CIP	2031-2032	$5,000,000
Farallon Water Campus Expansion	CIP	2033-2034	$26,000,000
Ventenna Ranch Well 1	Development	2025	$5,000,000
Well TB1	Development	2026	$5,000,000
North Airport Water Campus - AS Expansion	Development	2026	$2,700,000
North Airport Well 3	Development	2026	$5,000,000
Grandview Water Campus	Development	2026-2028	$45,000,000
Grandview Well 1	Development	2026-2028	$5,000,000
Westpark Water Campus	Development	2027-2028	$45,000,000
Water Campus 5	Development	2029-2031	$45,000,000
Shadow Canyon Booster Station	Development	2029	$7,000,000
Well TB2	Development	2030	$5,000,000
North Airport Well 4	Development	2034	$5,000,000
Water Lines	Development	2024-2034	$70,000,000
Development Fee Report	Study Cost	2024-2029	$38,183
Subtotal, Central			$374,813,183
Tartesso Well / Transmission Line Reimbursement	Dev Agreement	2024-2034	$2,729,341
Development Fee Report	Study Cost	2024-2029	$1,657
Subtotal, Tartesso West			$2,730,998
Total			$377,544,181

Source: Buckeye Water Resources Department

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for water facilities development fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Central Service Area

Figure W19 includes infrastructure components and cost factors for water facilities development fees in the central service area. The cost per service unit is $17.53 per gallon.

Water facilities fees for residential development are assessed according to maximum day gallons per housing unit. The fee of $9,536 for a low/medium density unit is calculated using a cost per service unit of $17.53 per gallon multiplied by a demand unit of 544 maximum day gallons per housing unit.

Water facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $16,212 is calculated using a cost per service unit of $17.53 per gallon, multiplied by 544 maximum day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $17.53 per gallon multiplied by maximum day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W19: Water Facilities Development Fees

Fee Component	Cost per Gallon
Well	$7.13
Arsenic Treatment	$1.46
Pump Station	$4.05
Storage Tank	$1.37
Water Campus Land	$0.24
Water Line, ≥ 16"	$3.27
Development Fee Report	$0.01
Total	$17.53

Residential Fees per Unit - Central				
Residential Land Use	Max Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	544	$9,536	$7,675	$1,861
High Density (≥8 DU/Acre)	425	$7,450	n/a	n/a
Age Restricted (≤8 DU/Acre)	340	$5,960	$4,799	$1,161

Nonresidential Fees per Meter - Central					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$9,536	$7,675	$1,861
1.5-inch	Disc	1.7	$16,212	$13,048	$3,164
1.5-inch	Turbine	2.9	$27,655	$22,258	$5,397

Current fees represent Central Buckeye fees.

1. Buckeye Water Resources Department

2. Meters larger than 1.50 inches calculated using $17.53 per gallon multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Tartesso Service Area

Figure W20 includes infrastructure components and cost factors for water facilities development fees in the Tartesso West service area. The cost per service unit is $5.71 per gallon.

Water facilities fees for residential development are assessed according to maximum day gallons per housing unit. The fee of $3,723 for a low/medium density unit is calculated using a cost per service unit of $5.71 per gallon multiplied by a demand unit of 652 maximum day gallons per housing unit.

Water facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $6,329 is calculated using a cost per service unit of $5.71 per gallon, multiplied by 652 maximum day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $5.71 per gallon multiplied by maximum day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W20: Water Facilities Development Fees

Fee Component	Cost per Gallon
Water Facilities Reimbursement	$5.70
Development Fee Report	$0.01
Total	$5.71

Residential Fees per Unit - Tartesso West				
Residential Land Use	Max Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	652	$3,723	$3,717	$6
High Density (≥8 DU/Acre)	509	$2,906	n/a	n/a
Age Restricted (≤8 DU/Acre)	407	$2,324	$2,324	$0

Fees per Meter - Tartesso West					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$3,723	$3,717	$6
1.5-inch	Disc	1.7	$6,329	$6,319	$10
1.5-inch	Turbine	2.9	$10,796	$10,780	$16

Current fees represent Tartesso West fees.

1. Buckeye Water Engineering Design Standards, Section 3-1.202
2. Meters larger than 1.50 inches calculated using $5.71 per gallon multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

WATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure W21 is based on projected maximum day water demand in Figure W16 and the updated water facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue over the next 10 years equals $364,448,700 in the central service area and $2,730,998 in the Tartesso West service area – Buckeye will end collection of water facilities fees in the Tartesso West service area at the time of full reimbursement. Due to existing development agreements, projected development fee revenue may be offset by development fee credits.

Figure W21: Water Facilities Development Fees Revenue

Fee Component	Central	Tartesso West
Water Facilities	$374,775,000	$2,729,341
Development Fee Report	$38,183	$1,657
Total	$374,813,183	$2,730,998

		Central $17.53 per gallon	Tartesso West $5.71 per gallon
Year		MGD	MGD
Base	2024	12.51	2.79
Year 1	2025	14.59	2.88
Year 2	2026	16.67	2.97
Year 3	2027	18.75	3.06
Year 4	2028	20.83	3.15
Year 5	2029	22.91	3.24
Year 6	2030	24.98	3.27
Year 7	2031	27.06	3.27
Year 8	2032	29.14	3.27
Year 9	2033	31.22	3.27
Year 10	2034	33.30	3.27
10-Year Increase		20.79	0.48
Projected Revenue		$364,448,700	$2,730,998

Projected Fee Revenue	$367,179,698
Total Expenditures	$377,544,181

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines the eligible facilities and assets for the Wastewater Facilities IIP:

> *"Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities."*

The Wastewater Facilities IIP includes components for water reclamation facilities (WRF), lift stations, WRF land, collection lines, reclaimed lines, recharge basins, and the cost of preparing the Wastewater Facilities IIP and related Development Fee Report. The plan-based methodology is used for the central and Sundance service areas and the cost recovery methodology is used for the Tartesso West service area.

PROPORTIONATE SHARE

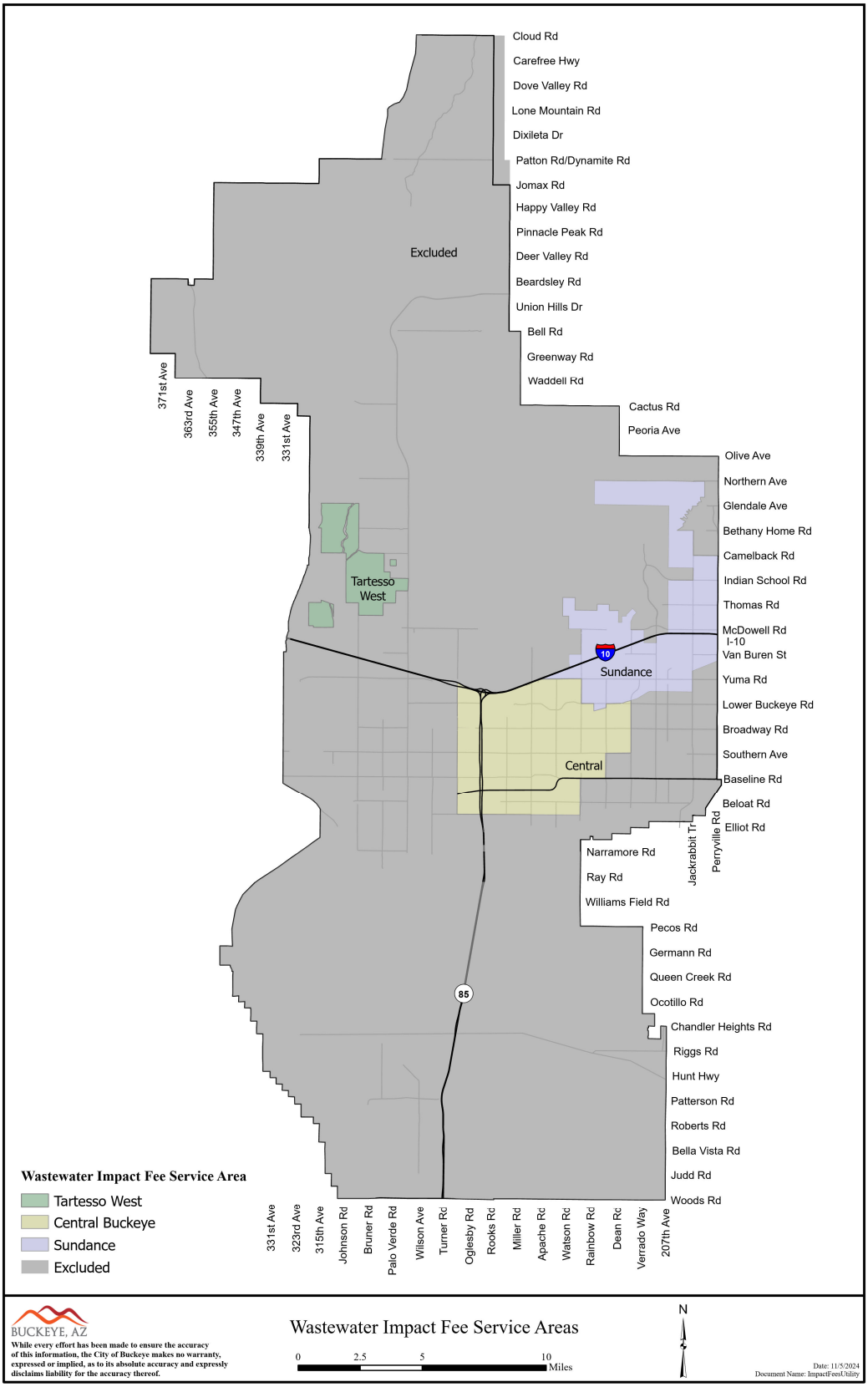
ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Wastewater Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day flow factors.

SERVICE AREA

Buckeye's existing wastewater facilities consist of three separate systems with limited potential for interconnection. As shown in Figure WW1, there are three services areas for the Wastewater Facilities IIP: Central, Sundance, and Tartesso West.

The wastewater service areas are acceptable for these facilities as they are defined as the incorporated area or Buckeye utility service area. Buckeye is not the only wastewater provider within the city limits, and the proposed wastewater service areas do not include areas served by EPCOR.

Figure WW1: Wastewater Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

According to estimates derived during Buckeye's 2024 Water Resource Master Plan update, average day flow from a single-family unit (low and medium density residential development) equals 173 gallons per unit. As shown below in Figure WW2, average day flow from residential development includes a range from 108 gallons per day for active adult units to 173 gallons per day for low and medium density units. Buckeye's current Gravity Sewer Design Standards include average day flow of 256 gallons for low and medium density residential development, so the updated flow factors shown below represent approximately 68 percent of average day flow as defined in the Gravity Sewer Design Standards.

Figure WW2: Wastewater Flow Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit[1]	Average Day Flow/Person	Average Day Gallons
Low and Medium Density	less than 8	3.20	54	173
High Density (includes apartments)	8 or more	2.50	54	135
Active Adult	max 8	2.00	54	108

Source: Buckeye Water Resources Department, 2023

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202

Figure WW3 includes the flow factors for residential and nonresidential land uses. Future development in the central and Sundance service areas will use the updated flow factors discussed on the previous page. Since Tartesso West uses development fees to recover costs of existing infrastructure, and the current repayment calculation uses flow factors from the existing Gravity Sewer Design Standards, future development in the Tartesso West service area will continue using the Gravity Sewer Design Standards flow factors shown below. For residential development, the table displays average day gallons per housing unit. For nonresidential development, the table displays average day gallons per meter by size. For meters larger than 1.5 inches, average day flow is calculated from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Figure WW3: Ratio of Service Unit to Development Unit

Residential Flow per Housing Unit			
Residential Land Use	Demand Unit (Gallons)	Central / Sundance	Tartesso West[1]
Low/Med Density (<8 DU/Acre)	Avg Day	173	256
High Density (≥8 DU/Acre)	Avg Day	135	200
Age Restricted (≤8 DU/Acre)	Avg Day	108	160

Nonresidential Flow per Meter				
Meter Type and Size	Capacity Ratio	Demand Unit (Gallons)	Central / Sundance	Tartesso West[1]
Disc 1.0"	1.0	Avg Day	173	256
Disc 1.5"	1.7	Avg Day	294	435
Turbine 1.5"	2.9	Avg Day	502	742

Source: Buckeye Water Resources Department

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Flow

According to Water Resources Department estimates, 2024 average day flow equals 9.20 million gallons per day (mgd). Average day flow is 2.25 mgd in the central service area, 1.90 mgd in the Sundance service area, and 0.63 mgd in the Tartesso service area.

Figure WW4: Existing Flow

Existing Flow	Central	Sundance	Tartesso West	Total
Existing Capacity (mgd)	4.50	3.50	1.20	9.20
– Average Day Flow (mgd), 2024	(2.25)	(1.90)	(0.63)	(4.77)
Available Capacity (mgd)	2.25	1.61	0.57	4.43
÷ Existing Capacity (mgd)	4.50	3.50	1.20	9.20
Percent Available Capacity	50.00%	45.90%	47.60%	48.10%

Source: Buckeye Water Resources Department

System Components

Level of service (LOS) generally refers to the ratio of capacity to demand. One of the principles of development fee analysis is that future development should not be required to pay for a higher LOS than existing development currently receives. Consequently, it is important to determine the existing LOS.

For wastewater facilities, water reclamation facility (WRF) treatment capacity is generally used as reflective of the capacity of the entire wastewater system. However, some components of the system may have more capacity or less capacity than needed for full utilization of treatment facilities. The existing wastewater system consists of WRFs, lift stations, WRF land, collection lines greater than or equal to 15 inches that form the collection system grid, reclaimed lines, and recharge basins. Figure WW5 includes a summary of wastewater system components by service area.

Figure WW5: System Components

		Existing Quantity			
System Component	Unit	Central	Sundance	Tartesso West	Total
WRFs, < 5 mgd	mgd	4.5	3.5	1.2	9.2
Lift Stations	mgd	1.5	2.8	0.0	4.3
WRF Land	acres	52.0	5.4	44.0	101.4
Collection Lines, ≥ 15"	lin. ft.	105,219.0	22,619.8	35,769.0	163,607.8
Reclaimed Lines	lin. ft.	1,216.0	0.0	0.0	1,216.0
Recharge Basins	acres	0.0	0.0	2.0	2.0

Source: Buckeye Water Resources Department

Level of Service

The Central and Sundance service areas provide the most developed wastewater systems, while the Tartesso West service area has a smaller system. Figure WW6 shows existing quantities for wastewater system components in each service area and a comparison of system component quantities per mgd of WRF capacity.

Figure WW6: Existing Level of Service

		Existing Quantity			Quantity per WRF mgd		
System Component	Unit	Central	Sundance	Tartesso West	Central	Sundance	Tartesso West
WRFs, < 5 mgd	mgd	4.5	3.5	1.2	1.0	1.0	1.0
Lift Stations	mgd	1.5	2.8	0.0	0.3	0.8	0.0
WRF Land	acres	52.0	5.4	44.0	11.6	1.5	36.7
Collection Lines, ≥ 15"	lin. ft.	105,219.0	22,619.8	35,769.0	23,382.0	6,462.8	29,807.5
Reclaimed Lines	lin. ft.	1,216.0	0.0	0.0	270.2	0.0	0.0
Recharge Basins	acres	0.0	0.0	2.0	0.0	0.0	1.7

Source: Buckeye Water Resources Department

Cost Factors

Buckeye's Water Resources Department provided unit costs for wastewater system components based on recent and planned construction costs.

Figure WW7: Cost Factors

System Component	Unit	Unit Cost
WRFs, < 5 mgd	mgd	$25,000,000
Lift Stations	mgd	$1,500,000
WRF Land	acres	$60,000
Collection Lines, ≥ 15"	lin. ft.	$760
Reclaimed Lines	lin. ft.	$760
Recharge Basins	acres	$60,000

Source: Buckeye Water Resources Department

System Value

This section includes the system value for each service area based on existing wastewater system components shown in Figure WW6 and unit costs shown in Figure WW7.

Central Service Area

Existing wastewater facilities in the central service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing wastewater system value in the central service area equals $198,760,600.

Figure WW8: System Value

Central				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	4.5	$25,000,000	$112,500,000
Lift Stations	mgd	1.5	$1,500,000	$2,250,000
WRF Land	acres	52.0	$60,000	$3,120,000
Collection Lines, ≥ 15"	lin. ft.	105,219.0	$760	$79,966,440
Reclaimed Lines	lin. ft.	1,216.0	$760	$924,160
Recharge Basins	acres	0.0	$60,000	$0
Total				$198,760,600

Source: Buckeye Water Resources Department

Sundance Service Area

Existing wastewater facilities in the Sundance service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing system value in the Sundance service area equals $109,212,010.

Figure WW9: System Value

Sundance				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	3.5	$25,000,000	$87,500,000
Lift Stations	mgd	2.8	$1,500,000	$4,200,000
WRF Land	acres	5.4	$60,000	$321,000
Collection Lines, ≥ 15"	lin. ft.	22,619.8	$760	$17,191,010
Reclaimed Lines	lin. ft.	0.0	$760	$0
Recharge Basins	acres	0.0	$60,000	$0
Total				$109,212,010

Source: Buckeye Water Resources Department

Tartesso West Service Area

Existing wastewater facilities in the Tartesso West service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing system value in the Tartesso West service area equals $59,944,440.

Figure WW10: System Value

Tartesso West				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	1.2	$25,000,000	$30,000,000
Lift Stations	mgd	0.0	$1,500,000	$0
WRF Land	acres	44.0	$60,000	$2,640,000
Collection Lines, ≥ 15"	lin. ft.	35,769.0	$760	$27,184,440
Reclaimed Lines	lin. ft.	0.0	$760	$0
Recharge Basins	acres	2.0	$60,000	$120,000
Total				$59,944,440

Source: Buckeye Water Resources Department

Central – Plan-Based

Shown below, the analysis divides system value by WRF capacity to calculate the cost per gallon of wastewater facilities. The cost is $44.17 per gallon in the central service area, and Buckeye will use wastewater facilities development fees to construct growth-related water facilities in the central service area.

Figure WW11: Cost per Gallon

Central			
System Component	System Value	WRF Capacity (mgd)	Cost per Gallon
WRFs, < 5 mgd	$112,500,000	4.50	$25.00
Lift Stations	$2,250,000	4.50	$0.50
WRF Land	$3,120,000	4.50	$0.69
Collection Lines, ≥ 15"	$79,966,440	4.50	$17.77
Reclaimed Lines	$924,160	4.50	$0.21
Recharge Basins	$0	4.50	$0.00
Total	$198,760,600		$44.17

Sundance – Plan-Based

Shown below, the analysis divides system value by WRF capacity to calculate the cost per gallon of wastewater facilities. The cost is $31.20 per gallon in the Sundance service area, and Buckeye will use wastewater facilities development fees to construct growth-related water facilities in the Sundance service area.

Figure WW12: Cost per Gallon

Sundance			
System Component	System Value	WRF Capacity (mgd)	Cost per Gallon
WRFs, < 5 mgd	$87,500,000	3.50	$25.00
Lift Stations	$4,200,000	3.50	$1.20
WRF Land	$321,000	3.50	$0.09
Collection Lines, ≥ 15"	$17,191,010	3.50	$4.91
Reclaimed Lines	$0	3.50	$0.00
Recharge Basins	$0	3.50	$0.00
Total	$109,212,010		$31.20

Tartesso West – Cost Recovery

Buckeye currently collects wastewater facilities development fees in the Tartesso West service area to reimburse the developer for costs related to the existing wastewater facilities. The remaining cost of these wastewater facilities is $5,668,690, and available WRF capacity is 0.19 mgd. The cost is $29.96 per gallon in the Tartesso West service area, and Buckeye will use wastewater facilities development fees to reimburse the developer for existing wastewater facilities in the Tartesso West service area.

Figure WW13: Cost per Gallon

Tartesso West			
System Component	Remaining Cost	Available Capacity (mgd)	Cost per Gallon
Wastewater Facilities	$5,668,690	0.19	$29.96
Total	$5,668,690		$29.96

Development Fee Report – Plan-Based

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report equals $33,640. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future average day wastewater flow, the cost is $0.01 per gallon.

Figure WW14: Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Projected Flow

Shown below, Figure WW15 includes projections of average day flow over the next 10 years. Based on projections provided by Buckeye's Water Resources Department, future development generates additional average day flow of 4.57 mgd over the next 10 years. This includes 2.37 mgd in the central service area, 1.57 mgd in the Sundance service area, and 0.63 mgd in the Tartesso West service area.

Figure WW15: Projected Flow

Year		Average Day Flow (mgd)			
		Central	Sundance	Tartesso	Total
Base	2024	2.25	1.90	0.63	4.77
1	2025	2.49	2.05	0.69	5.23
2	2026	2.72	2.21	0.75	5.69
3	2027	2.96	2.37	0.82	6.14
4	2028	3.20	2.52	0.88	6.60
5	2029	3.43	2.68	0.94	7.06
6	2030	3.67	2.84	1.01	7.52
7	2031	3.91	3.00	1.07	7.97
8	2032	4.14	3.15	1.13	8.43
9	2033	4.38	3.31	1.19	8.89
10	2034	4.62	3.47	1.26	9.34
10-Yr Increase		2.37	1.57	0.63	4.57

Source: Buckeye Water Resources Department

Shown below, Figure WW16 includes projected WRF capacity utilization for each service area in 2034. Based on projected average day flow and existing capacity, projected WRF capacity utilization includes a deficit of 0.12 mgd of capacity in the central service area, excess of 0.03 mgd of capacity in the Sundance service area, and a deficit of 0.06 mgd in the Tartesso service area.

Figure WW16: Projected WRF Capacity Utilization

Projected Flow	Central	Sundance	Tartesso West	Total
Existing Capacity (mgd)	4.50	3.50	1.20	9.20
– Average Day Flow (mgd), 2034	(4.62)	(3.47)	(1.26)	(9.34)
Available Capacity (mgd)	(0.12)	0.03	(0.06)	(0.14)
÷ Existing Capacity (mgd)	4.50	3.50	1.20	9.20
Percent Available Capacity	(2.60%)	0.90%	(4.80%)	(1.60%)

Source: Buckeye Water Resources Department

Wastewater Facilities Costs

The figure shown below includes planned capital expenditures during the next 10 years.

Figure WW17: Wastewater Facilities Costs

Description	Project Type	Fiscal Year	Cost
Central Water Reclamation Facility Expansion (1.5 MGD)	CIP	2025-2029	$37,500,000
Water Resource Operations Facility (Wastewater Share)	CIP	2024-2027	$6,150,000
Central WRF Effluent Management	CIP	2026-2034	$65,000,000
Turner Road Lift Station	Development	2025	$1,500,000
Development Fee Report	Study Cost	2024-2029	$17,437
Subtotal, Central			$110,167,437
Sundance Water Reclamation Facility Expansion	CIP	2026-2030	$27,000,000
Sundance Reimbursement	Dev Agreement	2024-2034	$35,133,058
Development Fee Report	Study Cost	2024-2029	$11,579
Subtotal, Sundance			$62,144,637
Tartesso West Water Reclamation Facility Reimbursement	Dev Agreement	2024-2034	$5,668,690
Development Fee Report	Study Cost	2024-2029	$4,624
Subtotal, Tartesso West			$5,673,314
Total			$177,985,388

Source: Buckeye Water Resources Department

Wastewater Facilities Development Fees

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Central Service Area

Figure WW18 includes infrastructure components and cost factors for wastewater facilities development fees in the central service area. The cost per service unit is $43.49 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $7,524 for a low/medium density unit is calculated using a cost per service unit of $43.49 per gallon multiplied by a demand unit of 173 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $12,790 is calculated using a cost per service unit of $43.49 per gallon, multiplied by 173 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $43.49 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW18: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
WRF	$25.00
Lift Station	$0.50
WRF Land	$0.00
Collection Line, ≥ 15"	$17.77
Reclaimed Line	$0.21
Recharge Basin	$0.00
Development Fee Report	$0.01
Total	$43.49

Residential Fees per Unit - Central				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	173	$7,524	$4,214	$3,310
High Density (≥8 DU/Acre)	135	$5,871	n/a	n/a
Age Restricted (≤8 DU/Acre)	108	$4,697	$2,634	$2,063

Nonresidential Fees per Meter - Central					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$7,524	$4,214	$3,310
1.5-inch	Disc	1.7	$12,790	$7,163	$5,627
1.5-inch	Turbine	2.9	$21,819	$12,219	$9,600

Current Fees represent Central Buckeye fees.

1. Buckeye Water Resources Department
2. Meters larger than 1.50 inches calculated using $43.49 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Sundance Service Area

Figure WW19 includes infrastructure components and cost factors for wastewater facilities development fees in the Sundance service area. The cost per service unit is $31.21 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $5,399 for a low/medium density unit is calculated using a cost per service unit of $31.21 per gallon multiplied by a demand unit of 173 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $9,179 is calculated using a cost per service unit of $31.21 per gallon, multiplied by 173 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $31.21 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW19: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
WRF	$25.00
Lift Station	$1.20
WRF Land	$0.09
Collection Line, ≥ 15"	$4.91
Reclaimed Line	$0.00
Recharge Basin	$0.00
Development Fee Report	$0.01
Total	$31.21

Residential Fees per Unit - Sundance				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	173	$5,399	$5,915	($516)
High Density (≥8 DU/Acre)	135	$4,213	n/a	n/a
Age Restricted (≤8 DU/Acre)	108	$3,371	$3,697	($326)

Nonresidential Fees per Meter - Sundance					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$5,399	$5,915	($516)
1.5-inch	Disc	1.7	$9,179	$10,056	($877)
1.5-inch	Turbine	2.9	$15,658	$17,154	($1,496)

1. Buckeye Water Resources Department
2. Meters larger than 1.50 inches calculated using $31.21 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Tartesso West Service Area

Figure WW20 includes infrastructure components and cost factors for wastewater facilities development fees in the Tartesso West service area. The cost per service unit is $29.97 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $7,672 for a low/medium density unit is calculated using a cost per service unit of $29.97 per gallon multiplied by a demand unit of 256 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $13,043 is calculated using a cost per service unit of $29.97 per gallon, multiplied by 256 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $29.97 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW20: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
Wastewater Facilities	$29.96
Development Fee Report	$0.01
Total	$29.97

Residential Fees per Unit - Tartesso West				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	256	$7,672	$7,670	$2
High Density (≥8 DU/Acre)	200	$5,994	n/a	n/a
Age Restricted (≤8 DU/Acre)	160	$4,795	$4,794	$1

Nonresidential Fees per Meter - Tartesso West					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$7,672	$7,670	$2
1.5-inch	Disc	1.7	$13,043	$13,040	$3
1.5-inch	Turbine	2.9	$22,250	$22,244	$6

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202
2. Meters larger than 1.50 inches calculated using $29.97 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure WW21 is based on projected average day water flow in Figure WW15 and the updated wastewater facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue over the next 10 years equals $103,037,921 in the central service area, $49,103,919 in the Sundance service area, and $5,673,314 in the Tartesso West service area – Buckeye will end collection of wastewater facilities fees in the Tartesso West service area at the time of full reimbursement. Due to existing development agreements, projected development fee revenue may be offset by development fee credits.

Figure WW21: Wastewater Facilities Development Fees Revenue

Fee Component	Central	Sundance	Tartesso West
Wastewater Facilities	$110,150,000	$62,133,058	$5,668,690
Development Fee Report	$17,437	$11,579	$4,624
Total	$110,167,437	$62,144,637	$5,673,314

		Central $43.49 per gallon	Sundance $31.21 per gallon	Tartesso West $29.97 per gallon
Year		MGD	MGD	MGD
Base	2023	2.25	1.90	0.63
Year 1	2024	2.49	2.05	0.69
Year 2	2025	2.72	2.21	0.75
Year 3	2026	2.96	2.37	0.82
Year 4	2027	3.20	2.52	0.82
Year 5	2028	3.43	2.68	0.82
Year 6	2029	3.67	2.84	0.82
Year 7	2030	3.91	3.00	0.82
Year 8	2031	4.14	3.15	0.82
Year 9	2032	4.38	3.31	0.82
Year 10	2033	4.62	3.47	0.82
10-Year Increase		2.37	1.57	0.19
Projected Revenue		$103,037,921	$49,103,919	$5,673,314

Projected Fee Revenue	$157,815,155
Total Expenditures	$177,985,388

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

> *"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."*

ARS § 9-463.05(B)(12) states,

> *"The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."*

REVENUE PROJECTIONS

Buckeye does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, Buckeye provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. These funds are available for capital investments; however, the City of Buckeye directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

NOTE TO STAFF: WE NEED DEVELOP THIS BEFORE STARTING THE DEVELOPMENT FEE ADOPTION PROCESS.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience".

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

RESOLUTION NO. 77-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN AND ADOPTING A NOTICE OF INTENT TO ASSESS DEVELOPMENT FEES IN COMPLIANCE WITH STATE LAW.

WHEREAS, Arizona's enabling legislation for development fees, A.R.S. § 9-463.05 (the "Development Fee Statute") requires the City to produce three integrated documents prior to assessing development fees: (i) Land Use Assumptions ("LUA"), (ii) an Infrastructure Improvements Plan ("IIP"), and (iii) a Development Fee study based upon the LUA/IIP. The Development Fee Statute also requires a two-phase adoption process, whereby the LUA and IIP are reviewed, refined and adopted before the Development Fee Study is addressed; and

WHEREAS, in accordance with the Development Fee Statute, the LUA and IIP were released to the public, and the City Council held a public hearing on October 15, 2024 to receive public comment on the LUA/IIP; and

WHEREAS, the City Council desires to (i) conclude the first phase of the development fee adoption process by approving the IIP and LUA and (ii) initiate the second phase by issuing a notice of intent to assess development fees.

BE IT RESOLVED by the Mayor and Council of the City of Buckeye as follows:

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

Section 2. The Land Use Assumptions and Infrastructure Improvements Plan are hereby adopted in substantially the form and substance on file in the office of the City Clerk.

Section 3. The City Council hereby gives notice of its intent to assess development fees and directs the City Manager or his authorized designee to: (i) release to the public and post on the City's website the adopted LUA/IIP, in substantially the form and substance on file in the office of the City Clerk, and (ii) set a public hearing on the proposed development fees in accordance with applicable law.

Section 4. The Mayor, the City Manager, the City Attorney, and the City Clerk are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Notice of Public Hearing: Development Impact Fees

In accordance with A.R.S. § 9-463.05, notice is hereby given that the City of Buckeye proposes to adjust Development impact fees currently charged by the City.

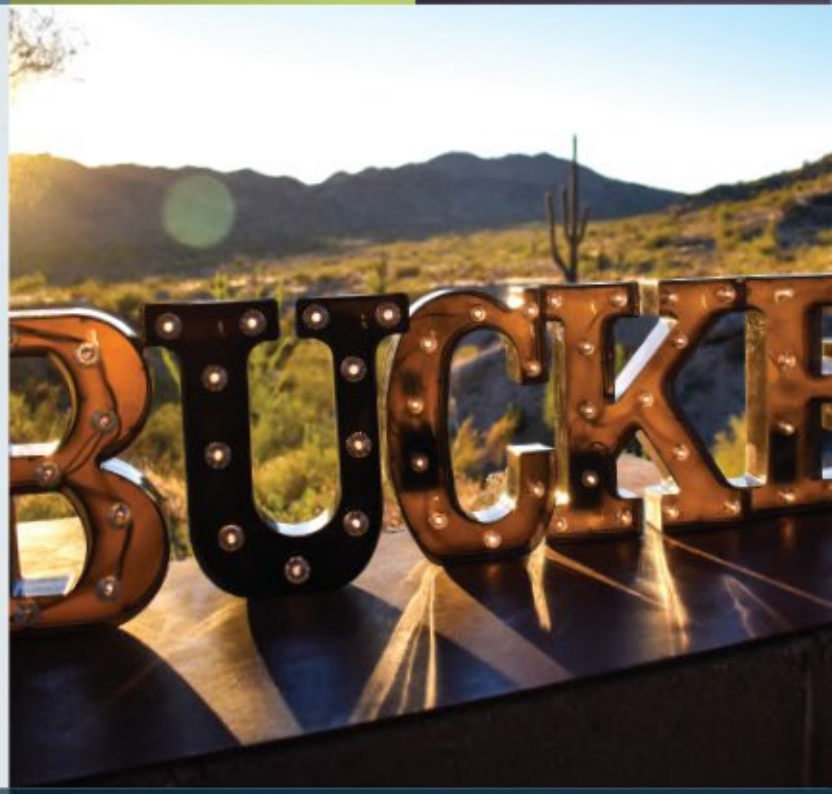
Written reports supporting the update to the Development impact fees, as well as the Land Use Assumptions and Infrastructure Improvement Plans are available for viewing on the City's website at Impact Fees | City of Buckeye (buckeyeaz.gov).

The public hearing for the Development Fees will be held before the Buckeye City Council on Tuesday, January 7, 2025, at 6:00 PM at the City Council Chambers, 530 E. Monroe Ave, Buckeye, AZ 85326. All interested persons are invited to attend and give comment. All proposed fees have a proposed effective date of May 5, 2025.

FY2025 City of Buckeye Draft Report: Adoption: Draft Land Use Assumptions, Infrastructure Improvement Plan and Development Fee Report - November 19, 2024

City of Buckeye Finance Department

Land Use Assumptions
Infrastructure Improvement Plan
Adoption



BUCKEYE, AZ
buckeyeaz.gov

LUA and IIP Adoption

BUCKEYE, AZ

Stakeholder Process

- LUA and IIP update began October 19, 2023
- Extensive Stakeholder process
  - 8 Stakeholder meetings, average 10-15 participants
  - 13 Master Developer Meetings, 5 Master Developer groups
  - Total 20-25 participants
- Most of changes highlighted are a result of this collaborative process

LUA and IIP Adoption

BUCKEYE, AZ

Changes from 2020 Report

- Fire
  - Additional fire station service areas
  - Added fire facilities component
- Streets
  - Additional service areas
  - Added arterial component

LUA and IIP Adoption

BUCKEYE, AZ

Changes from 2020 Report

- Water and Wastewater
  - Charged by meter size up to 1.5 inches
  - Charged per gallon for meters larger than 1.5 inches
    - Ability to provide water study when lower use
  - Average Daily Consumption/Flow
    - Water consumption for Single-Family and Multi-Family homes has been reduced from 113 gallons per person to 94 gallons per person
    - Wastewater flow for residential Development has been decreased from 80 gallons per person to 54 gallons per person

LUA and IIP Adoption

BUCKEYE, AZ

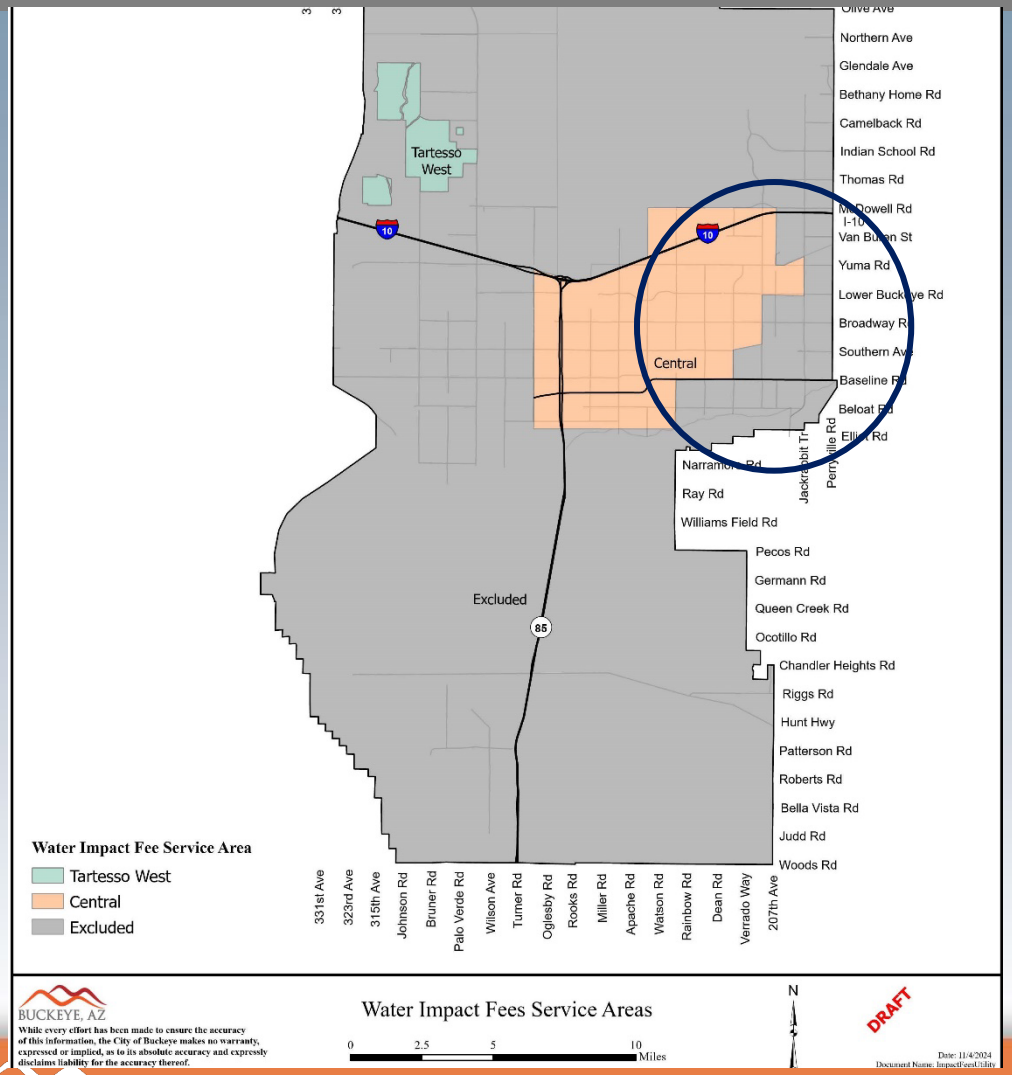
Additional Changes

- Parks and Recreational
  - **Citywide:** Removed regional park land, pools and regional trails
  - **North:**
    - Removed community park land and added park amenities
    - The cost distribution in northern area has been adjusted, extending from 10 years to 15 years
- Parks Amenities
  - Cost per acre is set at $1,000,000.
  - This is based upon recent experience at Sundance Park, surveys of recently completed parks in the valley and engineer estimates

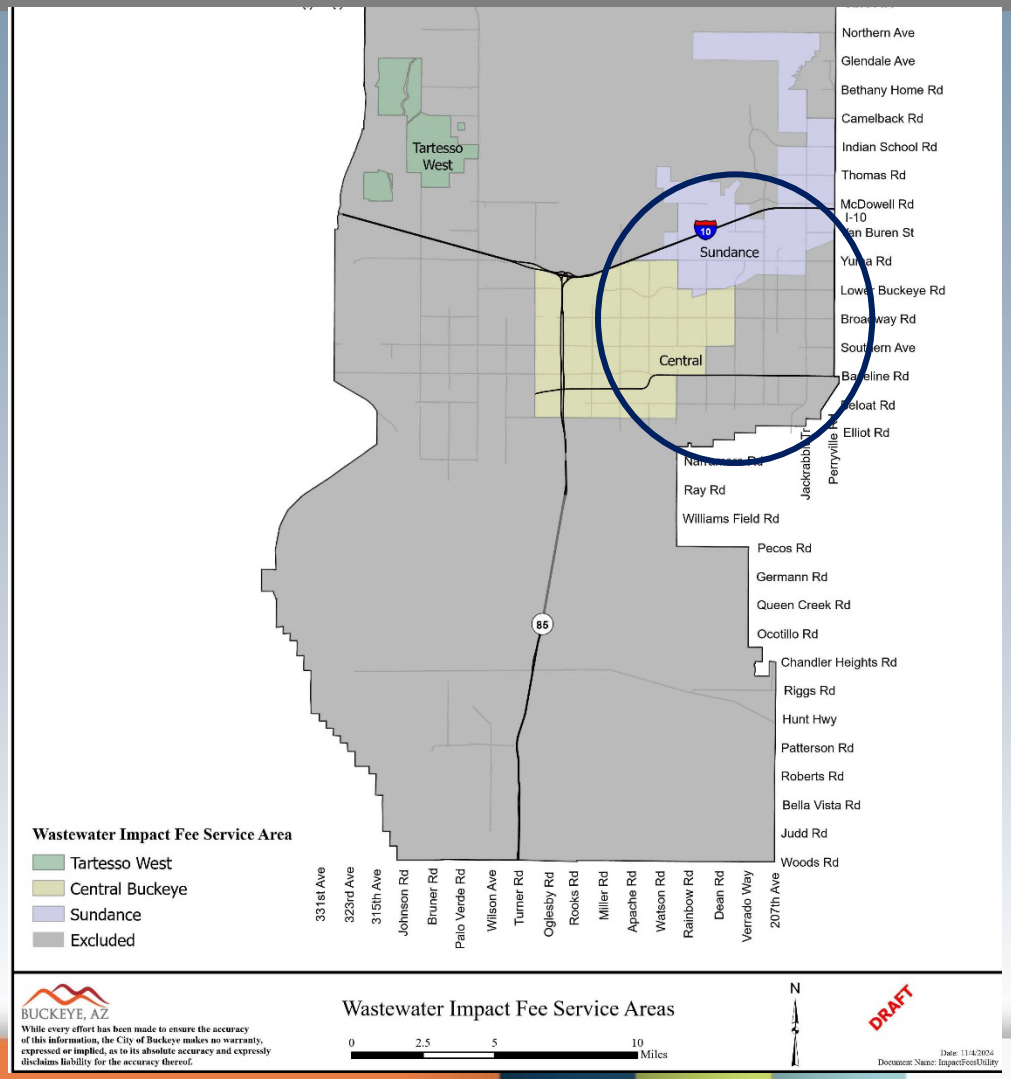
LUA and IIP Adoption

BUCKEYE, AZ

Updated Maps: Water



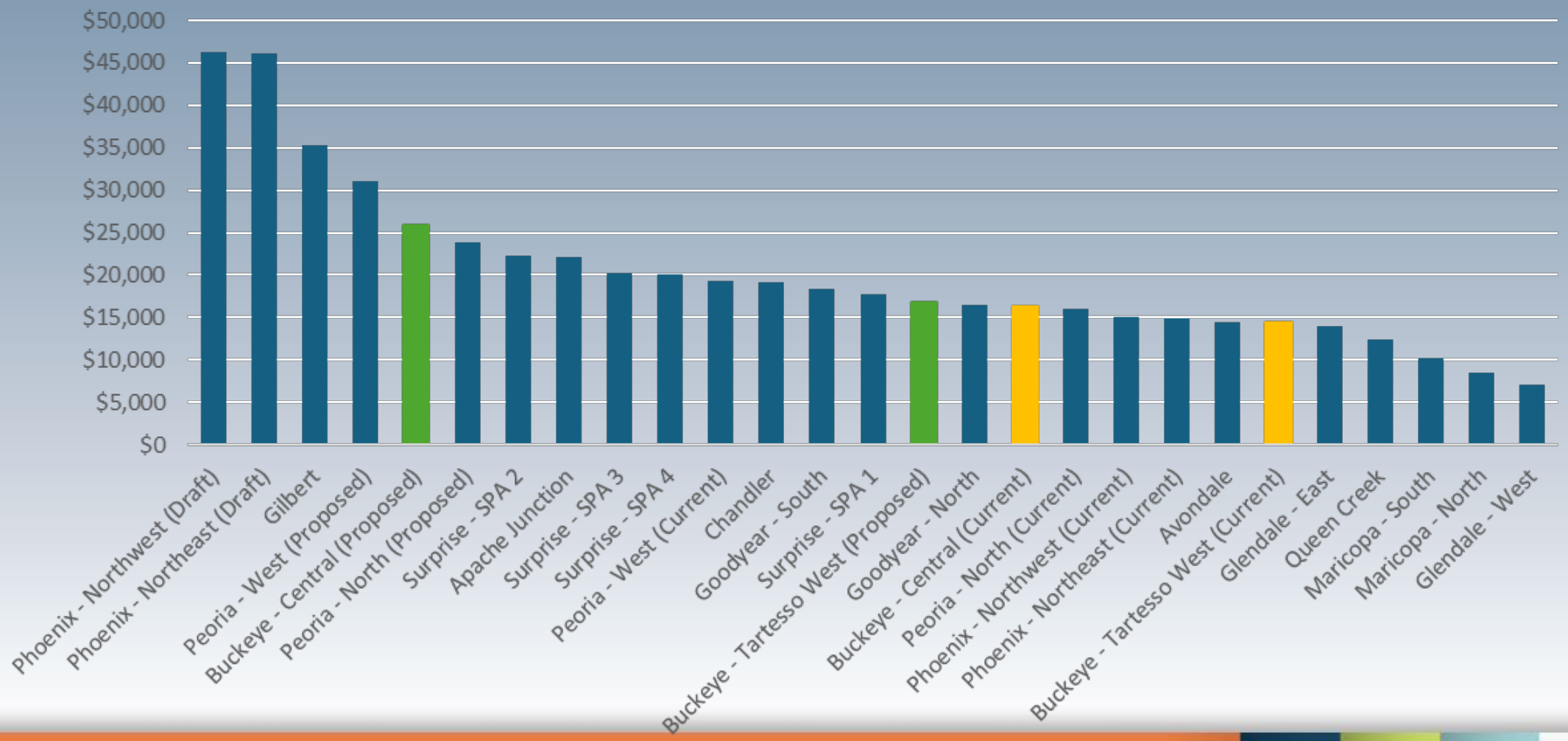
Wastewater



LUA and IIP Adoption

BUCKEYE, AZ

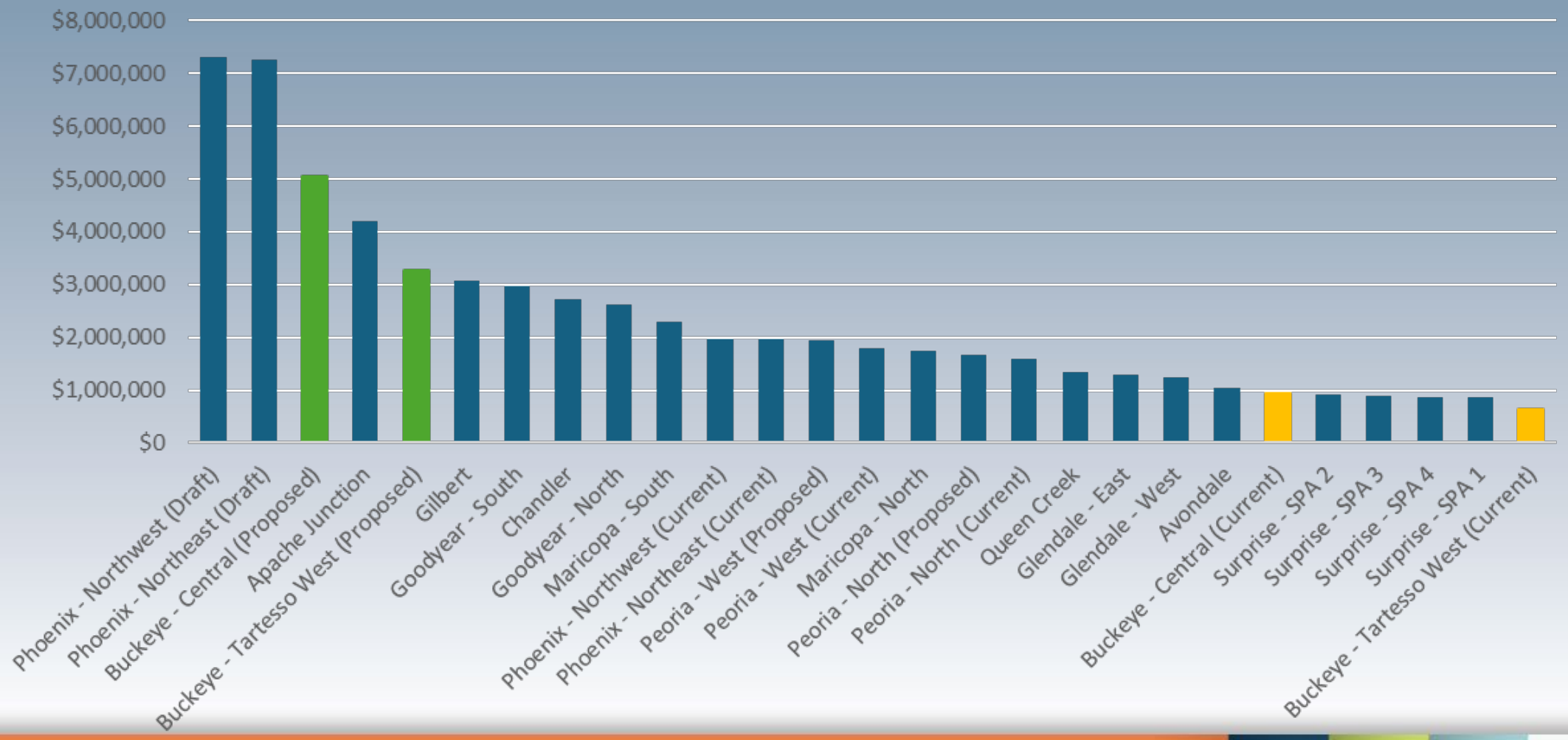
Single Family Residential Comparison



LUA and IIP Adoption

BUCKEYE, AZ

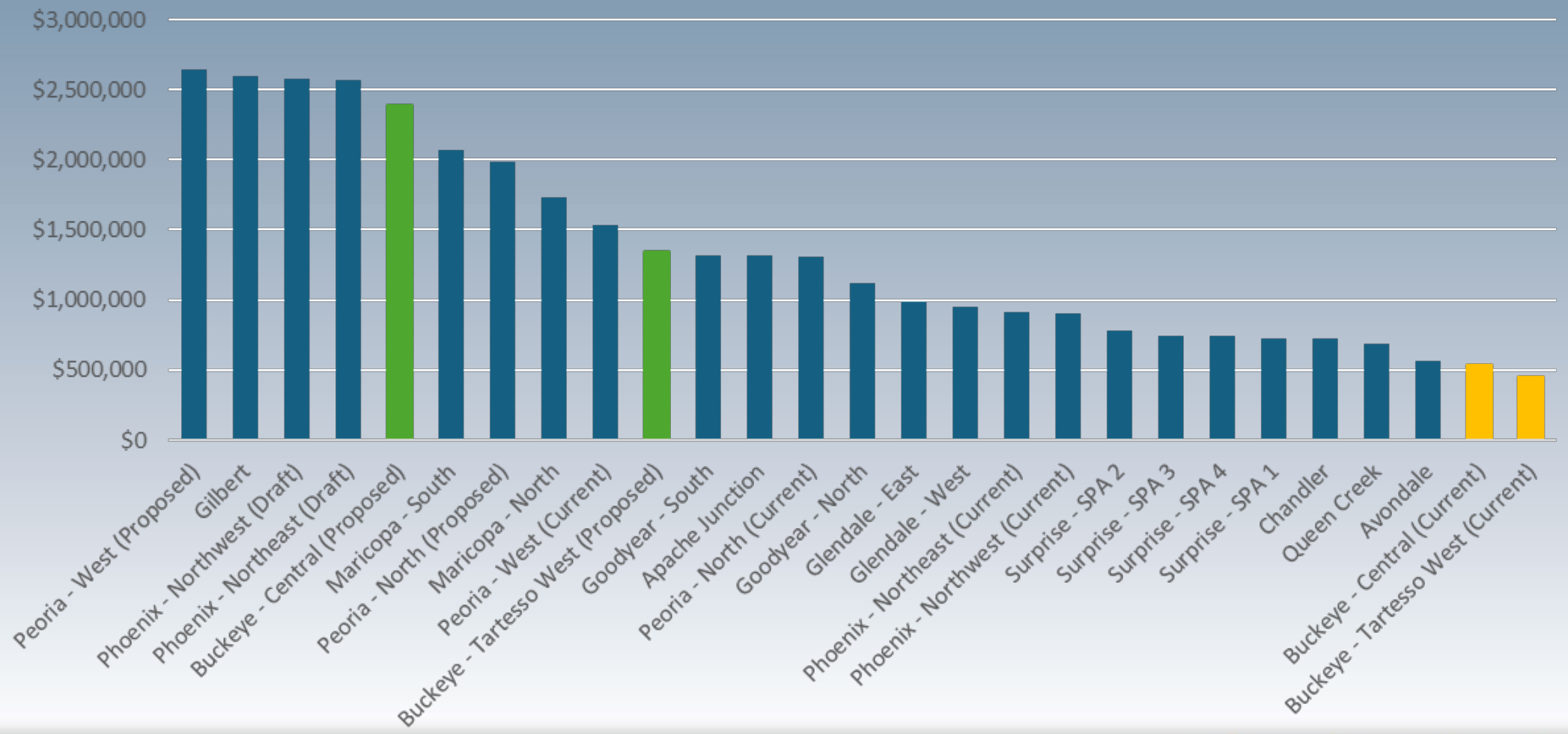
Multi-Family Residential Comparison: 252 Units



LUA and IIP Adoption

BUCKEYE, AZ

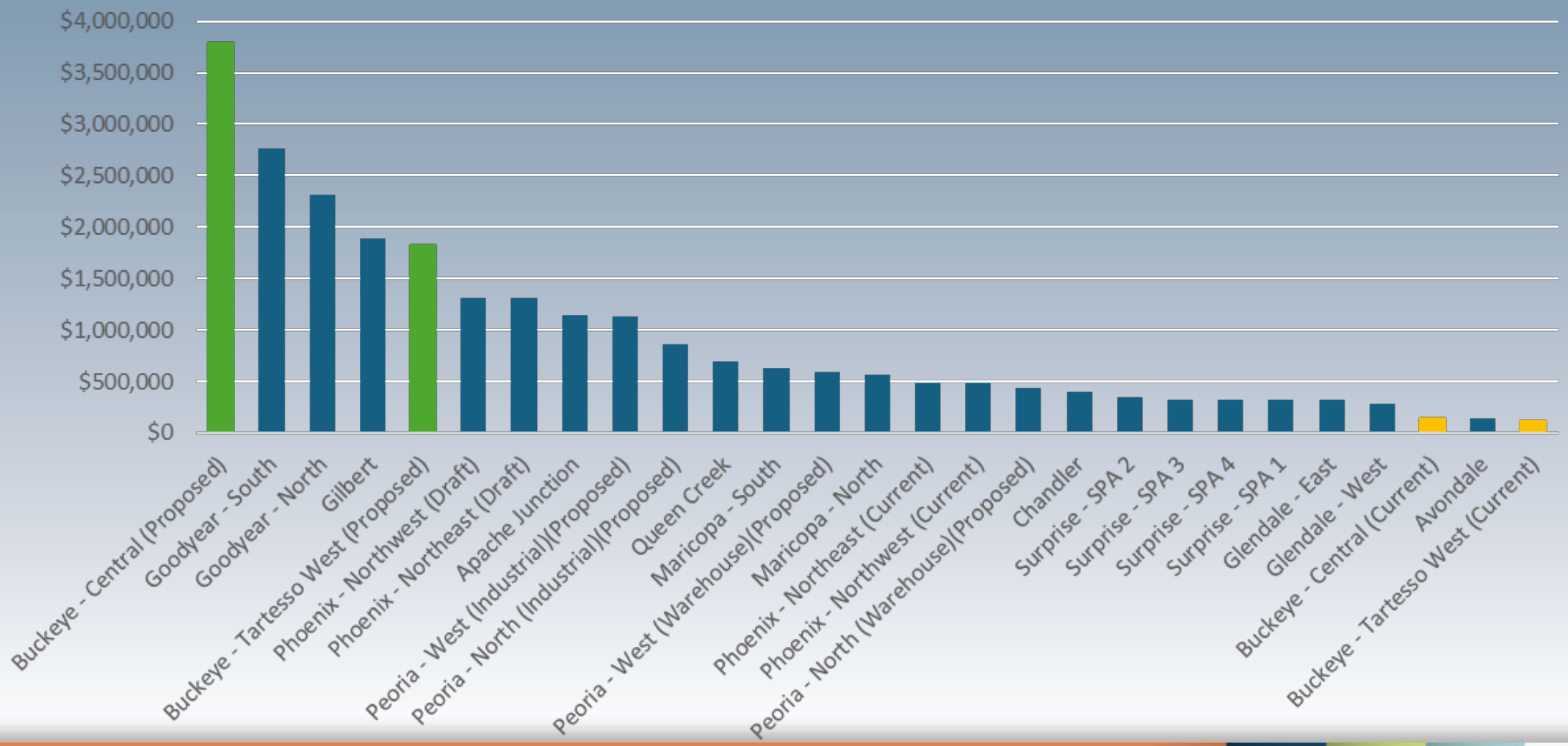
Commercial Comparison: 123,000 Sq. Ft.



LUA and IIP Adoption

BUCKEYE, AZ

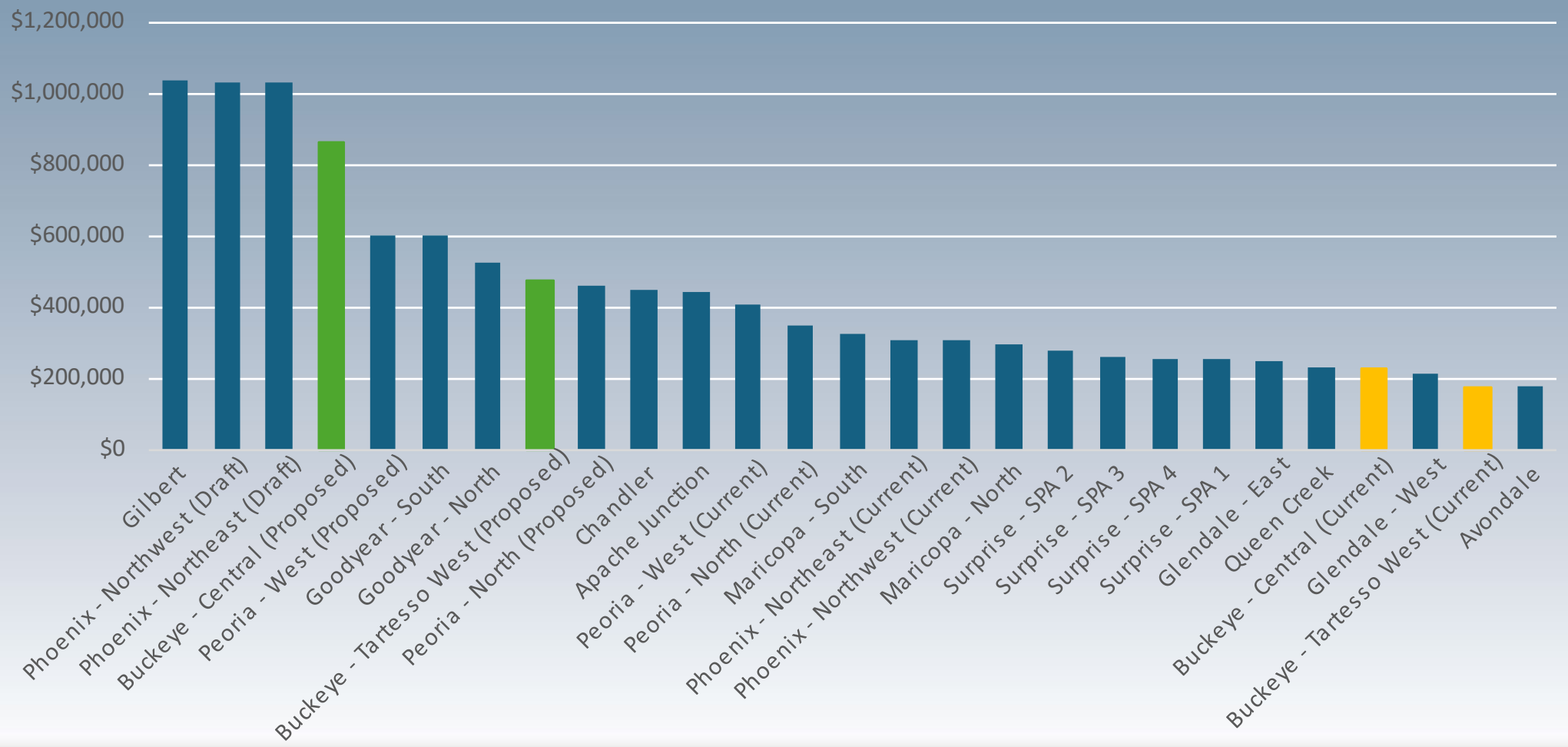
Industrial Comparison: 261,000 Sq. Ft.



LUA and IIP Adoption

BUCKEYE, AZ

Office Comparison: 62,500 Sq. Ft.



Adoption Timeline

BUCKEYE, AZ

LUA and IIP Fee Adoption

• Notice of Public Hearing/Advertisement	✓ August 1, 2024
• Stakeholder Outreach	✓ October 2023-October 2024
• Public Hearing of LUA and IIP	✓ October 15, 2024
• Adoption of LUA and IIP	✓ November 19, 2024

Adoption Timeline

BUCKEYE, AZ

Development Fee Adoption

• Notice of Intent/Public Hearing	➢ November 20, 2024
• Public Hearing of Development Fees	➢ January 7, 2025
• Adoption of Development Fees	➢ February 18, 2025
• Effective date of Fees	➢ May 5, 2025

Council Action

BUCKEYE, AZ

Land Use and IIP Adoption

- Staff recommends Council take action and adopt Resolution No. 77-24 and adopt the proposed Land Use Assumptions and Infrastructure Improvement Plans provided by Tischler Bise and adopting the Notice of Intent to Assess Development Fees in compliance with State Law.

LUA and IIP Adoption

BUCKEYE, AZ

Questions?

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.E. PW - Solid Waste Contract
DATE PREPARED: 11/14/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Professional Services Agreement (PSA) (Contract No. 2024135) between the City of Buckeye, an Arizona municipal corporation, and Allied Waste Transportation, Inc., a Delaware corporation, dba Republic Services of Phoenix, for solid waste collection services; and authorize City Manager to execute and deliver said PSA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

Staff is requesting Council approve a seven-year contract with Allied Waste Transportation, effective December 1, 2024, to December 1, 2031, to provide trash, recycle and bulky trash collection for all single-family residential homes within Buckeye. The renewed and updated programs allow for convenient same-day collection of trash and recycling, reducing the number of days per week in which commercial vehicles are operating on City streets. Scheduled bulky trash puts the resident in charge of their bulky material collection dates.

BENEFITS:
This contract allows an economy of scale, with the purchasing power of the entire population, solid waste collection maintains efficient costs for the entire community. It allows the population to participate in burgeoning recycling markets, and to use modern collection practices to control waste storage and disposal. This well-established solid waste management program contributes to keep the city of Buckeye clean, which assists with the maintenance of property values and community well-being. This contract helps ensure maintenance of a sustainable and healthy environment in which our population resides, while meeting needs of continued community growth, to provide proper stewardship of collection and disposal of solid waste materials.

FUTURE ACTION:
Public Works to implement and oversee solid waste collection and disposal contract for the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:
$6,500,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
Solid Waste 40053205

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2024135 RFP Solid Waste Collection Services.pdf
5G PSA with Allied Waste for Solid Waste Collection Services.pdf

CITY OF BUCKEYE

Request for Proposals
RFP No. 2024135

SOLID WASTE COLLECTION SERVICES

CONTACT PERSON
Diana Landeros
Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov
(623) 349-6191

Date Issued:	**February 5, 2024**
Pre-Submittal Meeting:	**March 4, 2024 at 10:00 AM**
Last Day for Inquires:	**March 11, 2024 by 3:00 PM**
RFP Due Date:	**March 18, 2024, no later than 3:00 PM local time**

PLEASE NOTE: PROPOSERS ARE RESPONSIBLE FOR OBTAINING ANY AMENDMENTS THROUGH UPDATES ON BONFIRE, OR BY CONTACTING THE CITY CONTACT PERSON.

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SECTION 1 INTRODUCTION

The City of Buckeye ("City") is issuing this Request for Proposal ("RFP") to interested and qualified Vendor(s) to provide Solid Waste Collection Services. Services to be provided include.

- Residential Trash Collection Services
- Residential Recycling Collection Services
- Residential Bulky Trash Collection Services
- City Facilities Collection Services
- City Events Collection Services

Except as stated in this RFP, the Contractor shall have the exclusive right to provide Collection Services within the City. This RFP requests a separate RFP for in-ground trash collection service, as more particularly described in Section 3.6. Background information about the City and its current solid waste and recycling operations is provided in Exhibit A.

This section provides an overview of the requested scope of services. The Proposer shall carefully review in their entirety this RFP, the Fee Schedule in Section 10, the draft Agreement provided as Exhibit C, and all other information provided for the complete scope of services and RFP process.

1.1 METHOD OF SELECTION

The intent of the City is to select one Vendor whose proposal is determined to be the most advantageous to the City based on the evaluation factors set forth in this RFP. The successful Vendor will have demonstrated exceptional qualifications.

1.2 REQUEST FOR PROPOSALS

The City will conduct a prequalification screening of all submitted proposals by a designated selection team. The pre-qualification screening process will identify the offerors (a/k/a proposers) that, in the City's sole discretion, best meet the City's needs. Section 4 details the Criteria used for evaluations of submittals. The City reserves the right to reject any or all submissions.

1.3 NEGOTIATIONS

After a ranking of submittals, the City will offer the highest ranked firm a thirty (30) day exclusive negotiation period. If there is an impasse in the negotiations, or the City negotiators determine that a contract cannot be achieved, the City reserves the right to go to the next highest ranked offerors. This process may continue through those offerors on the final list until a contract is successfully negotiated. The City reserves the right to reject all proposals at any time, or to cease negotiations over a contract at any time.

SECTION 2 INSTRUCTIONS TO OFFERORS

1. Proposals are to be uploaded into Bonfire, through the City's website no later than March 18, 2024, https://buckeyeaz.bonfirehub.com/opportunities All documents required as part of the solicitation shall be completed, scanned as a .pdf, and uploaded into Bonfire. The .pdf shall have the name of the company submitting and should reference RFP No. 2024135 Solid Waste Collection Services.

   Name of Offeror: _____
   Title of Proposal: Solid Waste Collection Services
   RFP Number: RFP No. 2024135
   Due Date and Time: March 18, 2024., 3:00 pm Local Time Buckeye, Arizona

2. You may withdraw your proposal at any time prior to the time and date set for closing. Proposals withdrawn after opening but prior to award may be withdrawn in accordance with the City of Buckeye Procurement Code.

3. No department or office in the City has the authority to solicit or receive official proposals other than the City Finance Department. All solicitations are performed under the direct supervision of the Chief Financial Officer, City of Buckeye and in complete accordance with City of Buckeye Procurement Code.

4. The City reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

5. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the City based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor. No purchase order is issued with an offeror until a price is successfully negotiated and is approved by the City, as authorized by the City Council.

6. If you are submitting any information you consider to be proprietary, you must submit the document separately into Bonfire and mark it "Proprietary Information". If the Chief Financial Officer concurs, this information will not be considered public information. The City Manager is the final authority as to the extent of material which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

7. Your proposal should be submitted in the format shown in Section 6. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

8. All Proposals shall remain firm for a period of **One Hundred Twenty (120) calendar days** after

the date of the opening and the Firm(s) shall be prepared to begin construction upon the date established.

9. Definitions
   "May": Indicates something that is not mandatory but permissible/desirable.
   "Shall," "Must," "Will": Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as nonresponsive.
   "Should": Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.

10. Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications/scope of work.

11. All responses and accompanying documentation will become the property of the City at the time the proposals are opened.

12. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of errors or omissions relating to this RFP must be directed in Bonfire or to:

    Diana Landeros
    Contracts Administrator
    Finance Department
    City of Buckeye
    530 E. Monroe Ave. Buckeye, Arizona 85326
    Tel: 623-349-6191 Email: dlanderos@buckeyeaz.gov

    Requests must be submitted in Bonfire. All formal inquiries must be submitted no later than March 18, 2024. Local Time Buckeye, Arizona. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Note that the City will answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Offerors shall not rely on any verbal responses from the City. If you have formal questions about any part of this RFP, which could result in a material issue or a formal amendment to this RFP, submit your questions in Bonfire at:

    https://buckeyeaz.bonfirehub.com/opportunities

13. The City shall not reimburse any offeror the cost of responding to a request for proposals.

14. The City believes that it can best maintain its reputation for treating service providers and suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Procurement Code of the City of Buckeye.

SECTION 3 SCOPE OF WORK

The purpose of this section is to familiarize Proposers with the general requested scope of work and pricing options requested by the City. The Proposer shall carefully review the draft Agreement provided as Exhibit C for additional scope of work details. Throughout this section there are references to specific locations in the Agreement that contain additional information and detailed specifications related to the scope of work included in this RFP. Services performed will be in accordance with the Agreement and as negotiated between the City and the Proposer(s) selected for award of Contract. The Contract may be adjusted at the City's sole discretion to reflect the specific services to be provided by the successful Proposer. The following is an overview of the scope of work.

3.1 Collection Schedule Options for Residential Cart-Based and In-Ground Service

Cart-Based and In-Ground Residential Trash and Recycling Collection Service is currently provided with Trash and Recycling collection occurring on different days of the week. Information on existing Trash and Recycling Collection Service is provided in Exhibit B, Map B3.

Proposers shall submit pricing to maintain the current practice of collecting Trash and Recycling on different days of the week (Two-Day Collection) in addition to submitting separate pricing to collect Trash and Recycling on the same day of the week (One-Day Collection) as further described in Sections 3.4 – 3.6. Proposers are required to submit proposed route maps and schedules for One-Day Collection and Two-Day Collection options with their Proposals. The preference is to implement One-Day Collection if economically feasible.

Due to space limitations, One-Day Collection service in alleys may be challenging. Alleys currently receive service for Trash and Recycling on separate days with residents placing Carts on the right-hand side of one-way alleys to allow for collection using automated side load (ASL) vehicles. Proposers shall provide a detailed description of their proposed method for providing same day collection in alleys including any modifications to existing equipment and practices such as using a rear loader and cart tipper so that residents can place Trash and Recycling Carts on both sides of one-way alleys.

Section R18-13-308 of the Arizona Administrative Code and Chapter II, Section 5, Regulation 4.a of the Maricopa County Environmental Health Code requires the frequency of collection of "refuse with garbage" (as defined) to be provided twice per week unless a variance is obtained to reduce the minimum frequency of collection to once per week. The Contractor shall be responsible for obtaining any variances required to implement Two-Day Collection or One-Day Collection and to include the cost of obtaining any required variance and the cost of complying with stated conditions of any required variance in the Contract Rates. The Proposer shall include a discussion of any variances required to implement any proposed service option and the proposed schedule for obtaining variances in their Proposal.

3.2 Recycling Program Options

The City is requesting collection price proposals for four recycling program options.

Table 3-1: Recycling Program Options

Recycling Program Option	Recyclable Materials Included
Full Recycling (Existing)	All Program Recyclable Material as defined in Section 1 of Appendix 1, attached as Exhibit D is included in the program.
Limited Recycling "A"	Program Recyclable Material is redefined to include only cardboard, aluminum, steel cans, and plastic bottles. Remaining items on current list of Program Recyclable Materials are co-collected with Trash for disposal.
Limited Recycling "B"	Program Recyclable Material is redefined to include only those items that the proposer documents to have a recent historic market value. Remaining items on current list of Program Recyclable Materials are co-collected with Trash for disposal.
No Recycling	None (Recycling program is discontinued and all current Program Recyclable Materials are co-collected with Trash for disposal)

For "Limited Recycling 'B'" service options, proposers shall provide a written description of Program Recyclable Material that has shown a recent (previous 12 months) historic value in the recyclable market.

For "No-Recycling" service options, Trash collection would occur twice per week for the Two-Day Collection Option and once per week for the One-Day Collection Option (See Section 3.1).

The City's recycling program option selection will affect quantities of Trash and Recycling collected. The City is requesting separate pricing for each collection stream and each recycling program option as further described in Sections 3.4 – 3.6 and Section 7.

3.3 Waste Disposal Site Options

The Contractor shall provide Disposal of Trash and Bulky Waste at suitably licensed Disposal Site(s) which may be landfill site(s) or transfer station(s) and include the cost of disposal in its Contract Rates for Trash and Bulky Trash Collection. Proposers shall submit pricing to dispose of all Residential Trash and Residential Bulky Trash at the Southwest Regional Landfill (SWRL) located at 24427 AZ-85, Buckeye, AZ 85326. Proposers may also choose to submit an alternate price proposal to dispose of some or all Residential Trash and Bulky Trash at alternate Disposal Site(s) selected by the Contractor. Pricing for 100% disposal at SWRL is entered online as shown in Section 7, Table 7-1, Table 7-4, and Table 7-7 and pricing for disposal at an alternate site is entered online as shown in Section 7, Table 7-2, Table 7-5, and Table 7-8. For alternate site pricing, enter the maximum percentage to be disposed of at alternate sites (up to 100%) in the space provided at the bottom of the online version of the form.

SWRL is owned by the Buckeye Pollution Control Corporation (BPCC) and is operated by Republic Services, under a lifetime contract. The City receives a 7.5% share of all gate revenue from the landfill. For Proposal evaluation purposes only, the City will adjust collection prices where SWRL is the proposed disposal site to account for the revenue benefit that the City receives for disposal at SWRL as illustrated in the following example.

Example: Proposer 1 and Proposer 2 each propose unadjusted rates of $8.50 per household per month for Trash Collection and $1.50 per household per month for Bulky Trash Collection. Proposer 1 will deliver 50% of each material stream to SWRL while

Proposer 2 will deliver 90% of each stream to SWRL. Each Proposer's adjusted rates for proposal evaluation purposes are calculated as follows.

Table 3-2: SWRL Revenue Adjustment Calculation Example

(A) Proposer	(B) Material Stream	(C) Percent Disposal at SWRL	(D) Historical Average Tons per Household per Month	(E) SWRL Gate Rate	(F) City Revenue Share	Revenue Adjustment (C x D x E X F)	Price per Household per Ton	
							Unadjusted	Adjusted
Proposer 1	Trash	50%	0.083	$41	7.5%	($0.13)	$8.50	$8.37
Proposer 1	Bulky Trash	50%	0.006	$41	7.5%	($0.01)	$1.50	$1.49
Proposer 2	Trash	90%	0.083	$41	7.5%	($0.23)	$8.50	$8.27
Proposer 2	Bulky Trash	90%	0.006	$41	7.5%	($0.02)	$1.50	$1.48

The Contractor's Disposal Site shall operate in compliance with all applicable laws and regulations, and the Contractor shall supply copies of the site's operating permit or other compliance related documentation to the City upon request.

Proposers shall provide a written commitment from the Disposal Site(s) to supply Disposal capacity for the Agreement Term and other information about the Disposal Site(s) as further described in Section 5.6.4, including but not limited to the percentage of households that would be served by each proposed Disposal Site.

3.4 Residential Trash Cart Collection Service

The Contractor shall supply Residential Trash Cart Collection Service as further described in Section 5.1.1 of Appendix 1, attached as Exhibit D. Residential Trash Cart Collection Service shall be provided to all City-designated Residential Service Units that do not receive In-Ground Trash Collection Service. Base Trash Cart Collection Service shall include one 96-gallon Trash Cart collected once per week plus optional additional Trash Carts collected once per week for an additional fee.

Proposers shall enter unit prices for Residential Trash Cart Collection Service for One-Day and Two-Day Collection Schedules (Section 3.1), and "Full Recycling", "Limited Recycling" and "No Recycling" options (Section 3.2). In accordance with Section 3.3, pricing for 100% disposal at SWRL is entered online as shown in Section 7, Table 7-1 and pricing for disposal at an alternate site is entered online as shown in Section 7, Table 7-2. All prices include the cost to collect, haul and dispose of Trash, but exclude the cost of Cart Purchase Service and Cart Maintenance and Delivery Service, which are entered separately as shown in Section 7, Table 7-9 and Table 7-10, respectively.

3.5 Residential Recycling Cart Collection Service

The Contractor shall supply Residential Recycling Cart Collection Service as further described in Section 5.1 of Appendix 1 attached as Exhibit D. Residential Recycling Cart Collection Service shall be provided to all City-designated Residential Service Units that do not receive In-Ground Recycling Collection Service. Base Recycling Cart Collection Service shall include one 96-gallon Recycling Cart collected once per week plus optional additional Recycling Carts collected once

per week for an additional fee.

Proposers shall enter prices online as shown in Section 7, Table 7-3 for One-Day and Two-Day collection schedule options (Section 3.1) and "Full Recycling" , "Limited Recycling 'A'", and "Limited Recycling 'B'" recycling program options (Section 3.2). Prices include the cost to collect, haul and Process Program Recyclable Material at the Material Recovery Facility identified by the Proposer in accordance with Section 5.6.5, but exclude the cost of Cart Purchase Service and Cart Maintenance and Delivery Service, which are entered separately online as shown in Section 7, Table 7-9 and Table 7-10, respectively.

3.6 Residential In-Ground Collection Service

In-Ground Collection Service shall be provided to Residential Service Units in the Sun City Festival development with existing in-ground containers, and to any future units with in-ground containers as they are developed. In-ground containers are owned and maintained by the Resident.

Information about current plans for additional in-ground service units is provided in Exhibit B, Map B7, which is provided for information only. The City cannot guarantee that all planned in-ground service units will be constructed, nor that additional in-ground units could not be approved in the future.

3.6.1 Residential In-Ground Trash Collection Service

The Contractor shall supply Residential In-Ground Trash Collection Service to existing and future In-Ground Service Units as further described in Section 5.1 of Appendix 1 attached as Exhibit D. Residential In-Ground Trash Collection Service includes collection of Trash once per week from in-ground Trash containers plus any additional Trash Bags placed on-top of the in-ground containers, which are collected at no additional cost. Trash is collected by the Contractor directly from the in-ground container and is not carried to the curb by the homeowner.

It is the City's preference to award a single contract for Cart Based and In-Ground Trash and Recycling Collection (Bundled Contract). However, the City is also requesting separate pricing for In-Ground Trash and Recycling Collection Services as a stand-alone contract (In-Ground only). Proposers shall provide unit prices for the following options.

- "Bundled Contract" and "In-Ground Only" contract options (see above)
- One-Day Collection and Two-Day Collection schedule options (Section 3.1)
- "Full Recycling, Limited Recycling 'A', Limited Recycling 'B' and "No Recycling" program options" (Section 3.2)
- Disposal at SWRL versus disposal at alternate sites (Section 3.3)

Unit prices for disposal at SWRL are entered online as shown in Section 7, Table 7-4 and prices for disposal at alternate sites are entered online as shown in Section 7, Table 7-5. All prices include the cost of collection, hauling and disposal.

3.6.2 Residential In-Ground Recycling Collection Services

The Contractor shall supply Residential In-Ground Recycling Collection Services to existing and future In-Ground Service Units as further described in Section 5.1 of Appendix 1 attached as Exhibit D. In-Ground Recycling Collection Service includes collection of Recycling once per week from in-ground Recycling containers plus any additional Recycling Bags placed on-top of the in-

ground containers, which are collected at no additional cost. Recycling is collected by the Contractor directly from the in-ground container and is not carried to the curb by the homeowner.

It is the City's preference to award a single city-wide contract for Cart Based and In-Ground Trash and Recycling Collection (Bundled Contract). However, the City is also requesting separate pricing for In-Ground Trash and Recycling Collection Services as a stand-alone contract (In-Ground Only). Proposers shall provide unit prices for the following service options.

- "Bundled Contract" and "In-Ground Only" contract options (see above)
- One-Day Collection and Two-Day Collection schedule options (Section 3.1)
- "Full Recycling, Limited Recycling 'A', Limited Recycling 'B' and "No Recycling" program options" (Section 3.2)

Unit prices for In-Ground Recycling Collection Services are entered online as shown in Section 7, Table 7-6 and include the cost to collect, haul and Process Program Recyclable Material at the Material Recovery Facility identified by the Proposer in accordance with Section 5.6.5.

3.7 Residential Bulky Trash Collection Services

The Contractor shall provide Residential Bulky Trash Collection Services to all Residential Service Units in the City, as further described in Section 5.1 of Appendix 1 attached as Exhibit D. Bulky Trash includes large items that will not fit into Trash Carts such as furniture, appliances, branches and brush and does not include Hazardous Waste, Special Waste, Construction or Demolition Waste or any waste generated by a contractor. Residents place Bulky Trash items near the curb but not on the road. Bulky Trash piles shall not exceed eight (8) cubic yards per collection.

Proposers shall enter unit prices for the following Bulky Trash collection options.

- Four (4) collections annually for all households on a fixed schedule (existing);
- Up to four (4) collections annually per household on a by-appointment basis;
- Up to six (6) collections annually per household on a by-appointment basis;
- Up to twelve (12) collections annually per household on a by appointment basis;
- Monthly (12) collections annually for all households on a fixed schedule;
- Additional Bulky Trash collections requested by households that exceed the City's program limits for Bulky Trash collections per household per year (Additional Bulky Trash Collection Services). Billing for Additional Bulky Trash Collection Services shall be the responsibility of the City; and
- Disposal at SWRL or at an alternate site for each of the above options (Section 3.3).

If the City chooses to issue a separate contract for "In-Ground Only" as discussed in Section 3.6.1 and Section 3.6.2 then the City will include Bulky Trash Collection in the areas with in-ground collection (currently Sun City Festival only) in the same contract. Proposers shall enter separate prices to provide the specified services either "City-wide" or for "In-Ground Units Only" in the columns provided. Prices for Disposal at SWRL are entered online as shown in Section 7, Table 7-7 and Prices for Disposal at alternate sites are entered online as shown in Section 7, Table 7-8. Prices include the cost of collection, hauling, and disposal.

3.8 Optional Cart Purchase Services

Proposers shall enter unit prices for the following Optional Cart Purchase Services online as shown in Section 7, Table 7-9.

Option 1 **Carts Purchased and Owned by the Contractor.** Under this Option, the Contractor Purchases and owns the 96-Gallon Carts used for Residential Trash and Recycling Cart Collection Services. The Contractor retains ownership of all Carts and the end of the Agreement Term.

Option 2 **Carts Purchased by Contractor and Owned by the City**. Under this option, the Contractor purchases the 96-gallon Carts used for Residential Trash and Recycling Cart Collection Services. The Carts are owned by the City and retained by the City after the Agreement Term is completed.

Carts shall meet the minimum specifications in Section 15 of Appendix 1 attached as Exhibit D. If owned by the City (Option 2), the Carts shall display the City's name, logo, customer service number and any other information requested by the City. The Proposer shall provide documentation demonstrating compliance with these specifications and provide a sample of the proposed Carts to the City if requested.

Cart Purchase Services are optional. The City reserves the right at its sole discretion and without obligation to the Contractor to purchase Carts meeting the minimum specifications in the Agreement directly from the Cart manufacturer for use by the Contractor.

The Proposer's unit prices for Optional Cart Purchase Services include Purchase and delivery to the facility where the Carts storage facility whether owned by the Contractor or owned by the City (see Section 3.9) and excludes Cart assembly, initial distribution, and ongoing Cart repair and maintenance activities which are entered separately online as shown in Section 7, Table 7-10. The unit price is payable based on the combined number of Trash and Recycling Carts in service. The City is charged for Cart Purchase Services only during the 7-year Initial Term, and Cart purchase prices are not subject to the annual cost adjustment in Section 3.14.

3.9 Optional Cart Maintenance and Delivery Services

Proposers shall provide unit prices for the Contractor to perform Optional Cart Maintenance and Delivery Services as further described in Section 15 of Appendix 1 attached as Exhibit D. Optional Cart Maintenance and Delivery Services include but are not limited to providing the following services with specified timeframes.

- Providing a secure location within the City for the Agreement Term to receive and store Carts and conduct maintenance activities on Carts.
- Assembly and delivery of new Carts to customers as required
- Warranty replacement, pick-up, repair, maintenance, and delivery of refurbished or replacement Carts
- Pick-up of surplus carts, unwanted carts, and carts from vacant properties or inactive accounts
- Recycling or disposal of irreparably damaged carts

Cart Maintenance and Delivery Services are optional. The City may elect to have the Contractor perform these services whether the Carts are owned by the Contractor or by the City (see Section 3.8). Alternatively, the City may elect to continue its current practice of self-performing Optional Cart Maintenance and Delivery Services at its sole discretion and without further obligation to the Contractor. Unit prices for Optional Cart Maintenance and Delivery Services are entered online as shown in Section 7, Table 7-10.

3.10 Optional Household Hazardous Waste Collection Services and Refrigerant Containing Appliances Services

The City is requesting Proposals for at-your-door collection of Household Hazardous Waste and for collection of Refrigerant Containing Appliances to residents with Processing provided by the Contractor. At minimum, the proposed Collection programs should include the material defined as Program Household Hazardous Waste and the Refrigerant Containing Appliances in Section 1 of Appendix 1 attached as Exhibit D and include recommendations for additional materials that can be added at minimum additional cost. These are optional items, and the City may choose not to contract for these services.

If implemented, the Contractor shall collect, haul, and deliver Program Household Hazardous Waste to a Household Hazardous Waste Processing Facility provided by the Contractor and identified in the its Proposal. The Contractor shall Process Program Household Hazardous Waste in the manner specified in their Proposal.

If implemented, the Contractor shall Collect, haul, and deliver Refrigerant Containing Appliances and deliver it to an approved Processing Facility provided by the Contractor and identified in the Proponent's Proposal. The Contractor shall Process Refrigerant Containing Appliances in the manner specified in their Proposal.

Proposers shall submit details about their proposed program(s) as further described in Section 5.6.3. Proposers may enter proposed fees for call-in collection service online as shown in Section 7, Table 7-11A and Table 7-11B.

Prices include the cost of Collection, hauling and Processing at the frequency specified in the Proposal.

3.11 Optional City Facilities Collection Services

The Contractor shall provide Trash and Recycling Collection to City Facilities in Carts, Front Load Containers, and Roll-Off containers as designated by the City. Container types, sizes, and collection frequencies for existing facilities are provided in Exhibit A, Section A3. The City may designate other City Facilities at its sole discretion. City Facilities Collection is an optional service. The City reserves the right not to award a contract for Optional City Facilities Collection Services and to procure the same or similar services in the future.

The City may award a contract for Optional Facilities Collection Services bundled as a single contract with Residential Collection Services (Bundled Contract) or as separate contract (City Facilities Only). Proposers shall provide separate pricing for "Bundled Contract" and "City Facilities Only". Prices for "Bundled Contract" are entered online as shown in Section 7, Table 7-12A and prices for "City Facilities Only" are entered online as shown in Section 7, Table 7-12B. Prices include collection, hauling, and disposal at a disposal site selected by the Contractor.

3.12 City Event Collection Service

The Contractor shall deliver Trash and Recycling Carts to City Events as requested by the City and provide Collection, hauling, Recycling Processing and Trash Disposal for the requested City Event Carts. The cost of providing City Event Collection Services shall be included in the Contractor's base Contract Rates for Residential Services and provided at no additional cost to the City.

The City may request up to 250 Carts for the annual air show and up to 50 carts each for up to five additional smaller events per year at the City's request.

3.13 Vehicle and Equipment Standards

The Contractor shall provide collection vehicles and equipment sufficient in number and capacity to efficiently perform all required services. All Vehicles shall be licensed in the State of Arizona. Vehicles and equipment shall be maintained in a clean, safe, and sanitary manner in accordance with all regulatory requirements. The average age of fleet vehicles shall not exceed seven years at any time. Vehicles shall comply with standards in Section 14 of Appendix 1 attached as Exhibit D.

The Proposer shall equip all collection vehicles with on-board electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning, route monitoring, work order management and photo verification of service delivery. Proposers shall provide details in their proposals about the proposed equipment, software, and systems, its capabilities for interacting with the City's data systems, and City access to data. Proposers shall include the cost of providing the proposed systems and equipment in their Contract Rates.

3.14 Cost Adjustments

Except for Optional Cart Purchase Services (Section 3.8), the Contract Rates in the Fee Schedule (Section 10), or as otherwise agreed to in writing by the City and Proposer shall remain effective through September 30, 2025. Thereafter the Contract Rates shall be subject to annual adjustment as further described in Section 22 of Appendix 1 attached as Exhibit D. The annual adjustment shall either be based on a fixed percentage submitted by the Proposer (Option 1), or a variable percentage determined by an index (Option 2) as described below.

Option 1: Proposers shall enter a fixed annual cost adjustment percentage online as shown in Section 7, Table 7-13. If the City selects Option 1, then the fixed annual percentage submitted by the Proposer shall be the basis of annual cost adjustments throughout the Agreement Term, unless otherwise agreed to by the City and Proposer.

Option 2: If the City selects Option 2, Annual cost adjustments shall be based on the year-over-year percentage change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended March. Variable cost adjustments may increase or decrease and shall not exceed five percent (5%) for any single year. The maximum increase or decrease in rates in any year will be five percent (5%). Variable cost adjustments may be requested by the Contractor on an annual basis beginning October 1, 2025, and are subject to City approval. Variable cost adjustment requests shall be received by the City by June 1st of each year and take effect on October 1st of each year to align with the City's budget development and approval process, or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

At its sole discretion, the City shall select either Option 1 or Option 2 for incorporation into any Agreement developed as a result of the RFP. The Rates established and incorporated into any Agreement developed as a result of the RFP shall be the full, entire and complete compensation due to the Contractor for furnishing all labor, materials, equipment, supplies, and other things necessary to perform all the services under such Agreement, in the manner and at the times

prescribed.

3.15 Material Recovery Facility

The Contractor shall deliver all Program Recyclable Materials collected under the Agreement for processing at a Material Recovery Facility identified in the Proposal in accordance with Section 5.6.5. The Contractor shall have and maintain sufficient capacity at the proposed Material Recovery Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term. The Material Recovery Facility may be owned by the Contractor or subcontracted to another service provider. Proposers shall submit information with their proposals about the Material Recovery Facility and provide a commitment from the facility owner to receive and process Program Recyclable Material from the City for the duration of the Agreement Term if a contract is awarded.

The Material Recovery Facility shall be operated in compliance with all applicable laws and use processing equipment capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. In addition, the Contractor shall use processing equipment capable of recovering ninety-five percent (95.0%) by weight of available Program Recyclable Materials. The City reserves the right to review the Contractor's operating records including source records, such as collection and disposal records and weight receipts, and/or perform material composition audits to verify compliance with these requirements.

The Contractor shall market one hundred percent (100%) of Recovered Materials to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials is strictly prohibited without the City's consent in writing. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed, including location of such markets. The Contractor shall also be responsible for disposal of all Residue generated by processing of Program Recyclable Material. The Proposer shall include the cost of Collection, hauling, and Processing Program Recyclable Materials and disposing of Residue in its unit prices.

3.16 City's Responsibilities

As they relate directly to any Agreement developed as a result of this RFP, the City's responsibilities are as follows:

A. Paying valid invoices in a timely manner;

B. Providing timely review and responses to reports, requests for approval, and other submissions made by the Contractor;

C. Providing educational programs, materials, and resources to educate residents and businesses on program requirements;

D. Managing the City's call center and promptly notifying the Contractor of complaints;

E. Working cooperatively with the Contractor to resolve customer service issues;

F. Providing the Contractor with a customer list at least one month before Service Commencement;

G. Providing monthly updates on the number of service units; and

H. Performing other duties as described in the Agreement.

3.17 Recordkeeping and Reporting

The Contractor shall maintain sufficient records to document fees charged, and services provided, and to demonstrate financial stability, and compliance with all legal requirements and terms and conditions of the Agreement. Such records shall be made available at any time during business hours for inspection by the City throughout the effective period of the Agreement and for a period of five (5) years after the final payment.

The Contractor shall also be required to report certain events to the City within specified timeframes and submit regular monthly and annual reports to the City as described in Section 34 of Appendix 1 attached as Exhibit D.

3.18 Billing

The City shall be responsible for billing and bill collection for Residential Services, including any Additional Bulky Waste Collection Services requested by a resident.

3.19 Days and Hours of Operation

Collection Services hours are 5:30 AM to 10:00 PM, Monday through Friday, with Saturday collections solely as needed to make up for collection days missed due to holidays, except for Summer Operations, as allowed by City Code, as much as one hour before sunrise. Operating outside of regular approved collection hours is subject to Liquidated Damages as further described in Section 30 of Appendix 1 attached as Exhibit D.

3.20 Holidays

Collection Services shall not be performed on Thanksgiving Day, Christmas, and New Year's Day, except with the prior written approval of the City. Addition of other holidays shall be negotiable between the City and the Contractor. Any collection days missed due to holiday observances shall be made up the following day with the final collection being made up on the following Saturday.

3.21 Alley Service

Alley service currently consists of mostly one-way alleys with some service located on both sides of the alley. Residents are required to place their Carts on the right-hand side of one-way alleys. If an Alley Service Unit is located on a dead-end alley, Residents are required to place their Carts at a designated location at the street corner or alley area where the Carts can be serviced by an ASL collection vehicle without requiring the collection vehicle to back into or out of the alley. No Bulky Trash Collection Service is provided in alleys, whether the alley is dead-end or through-traffic. Residents are required to place Bulky Trash items in a designated location on the street corner or on the street side of the unit if applicable.

The cost of providing Service to current and future Alley Service Units is included in the Contractor's base Contract Rates. The successful Proposer may need to modify equipment or operations if its regular collection vehicles are unable to safely operate in alleys. The Contractor shall make a careful examination of all streets and alleys and ensure that the equipment selected allows for full and complete performance of Services under the Agreement.

3.22 Personnel Standards

Any Agreement developed as a result of this RFP shall include personnel standards to ensure that the Contractor's employees and independent contractors are qualified, trained, licensed, and equipped to perform all of their duties in a safe, respectful, competent, and courteous manner in compliance with applicable laws and regulations. Proposers shall submit information with their Proposals about their method of approach for satisfying or exceeding minimum personnel standards.

3.23 Nuisance Control

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer provides services in a manner that prevents litter, noise, odor, vermin, dust and other nuisances. Proposers shall submit information with their Proposals about their method of approach to meeting or exceeding minimum nuisance control standards.

3.24 Property Damage

Any Agreement developed as a result of this RFP shall include standards to ensure that the Proposer takes all necessary precautions to protect public and private property during the performance of the Services, promptly notifies the City and the property owner in the event that any property damage occurs, and fully restores the damaged property to its original condition at no cost to the property owner in a timely manner.

3.25 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

3.26 Unaccepted Set-outs

In the event of an Unaccepted Set-out, the Contractor shall:

A. Take a photograph of the entire set-out;

B. Collect any portion that is properly set-out and can be easily separated;

C. Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out;

D. Record the location address, and

E. Provide a list of the unaccepted set-outs to the City within one business day of the event.

3.27 Missed Collections

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras, as available. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-out notice was

delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages. The Contractor is required to make up missed collections within one business day from receipt of the complaint.

3.28 Storm and Disaster Debris Management

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue provisions of services in accordance with this Contract, including collection of all materials and material quantity limits as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as described in Section 32 of Appendix 1 attached as Exhibit D.

3.29 Education and Outreach

The Contractor shall have the following responsibilities related to public education and outreach:

A. Cooperate with the City related to education and outreach efforts, including providing information to support messaging;

B. Support other public education activities such as providing trucks for school presentations and neighborhood events;

C. Distribute developed and printed public education materials upon request and approval by the City;

D. Maintain copies of information and notices left for Residents and Customers regarding Unaccepted Set Out notices for compliance purposes;

E. Provide information regarding recyclable materials and services for recycling-related community events;

F. Assist with development or distribution of program introduction or change notices if requested by the City;

G. Contractor to provide educational tours of the recycling facility, upon City or community request; and

H. Contractor to provide, or as requested and approved by the City, quarterly billing inserts with customer information on collection safety and recycling materials.

3.30 Customer Service and Communications

The Proposer understands, acknowledges, and agrees that customer service is important to the

City. The Proposer shall work cooperatively with the City to maintain a high level of customer service and ensure that Collection Services and Recycling Processing Services are delivered in an accessible, professional, and responsible manner.

Key customer service requirements include:

A. Meeting with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning

B. Responding to customer complaints within specified timeframes

C. Electronic tracking and reporting of customer service issues and complaint resolution

3.31 Contingency Plan

At least ninety (90) days prior to the Service Commencement Date, the Contractor shall submit a Contingency Plan to the City's Representative for approval as described in Section 5.6.17 of the RFP. The Contingency Plan shall show the Proposer's detailed arrangements to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Service during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that would impair Proposer's ability to provide Service. The final approved Contingency Plan shall be included in the Agreement and will incorporate language that provides that any collective bargaining agreement (CBA) or, if no CBA exists, any other contract under 29 U.S.C. § 185 (Suits by and against labor organizations) must contain a provision prohibiting the labor organization and/or its members (in the case of a CBA), all employees covered by the CBA or agreement, from engaging in any strike, picketing, work stoppages, boycotts or other economic interferences with the operations of solid waste collections for the duration of the contract entered into between the City and the Contractor ('No Work Stoppages').

3.32 Transition Plan

The Proposer understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Proposer shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement.

Not later than sixty (60) days after the date of contract award, the Contractor shall submit a Transition Plan to the City's Representative for approval as described in Section 5.6.17 of the RFP. The Transition Plan shall describe the Contractor's commitments and capabilities to support the City during transition to Service delivery by the Contractor on the Service Commencement Date and transition to Service delivery by the subsequent Contractor or by the City upon termination of the Agreement. The final approved Transition Plan shall be included as part of the Agreement.

3.33 Performance Metrics and Incentives

The City reserves the right to develop performance incentives as part of any Agreements(s) developed as a result of this RFP. Performance incentives may be established at the City's discretion to incentivize the Contractor to exceed the minimum performance standards in the Agreement.

Any incentives shall be based on performance metrics tracked by the successful Proposer and the City as part of reporting requirements pursuant to Section 34 of Appendix 1 attached as Exhibit D. Performance incentives shall be determined by mutual agreement between the City and the successful Proposer and, at a minimum, shall provide the City the flexibility to waive Liquidated Damages based on good performance.

During the term of the Contract, the successful Proposer shall meet with the City, upon request by the City, to address any issues or concerns that may arise in regard to the Proposer's performance under the Contract, including but not limited to Missed Collections. The purpose of such meetings shall be to identify performance issues or concerns, and for the City and successful Proposer to work collaboratively and proactively to address and remedy any identified issues or concerns.

3.34 Liquidated Damages

If the Proposer does not perform Service in a timely manner or pursuant to the terms of any Agreement developed as a result of this RFP, the City will suffer damages which are difficult to determine and adequately specify. The City may apply liquidated damages as further described in Section 30 of Appendix 1 attached as Exhibit D.

SECTION 4 PRE-SUBMITTAL CONFERENCE

A Pre-submittal conference will be held utilizing Microsoft Teams on March 4, 2024 at 10:00 AM. The meeting link can be accessed by clicking the link provided on the City's Bonfire website under Open Opportunities and the webpage for this solicitation as follows:

https://buckeyeaz.bonfirehub.com/opportunities

Please attempt to access the meeting prior to the scheduled meeting time to identify any access issues. Attendance at this meeting is highly recommended since vital information necessary to the understanding of the Project and the selection process will be discussed. This meeting will be recorded using Microsoft Teams and posted to the City's website following the meeting. All attendees will be muted during the presentation. It is encouraged to post questions within the chat function of Microsoft Teams as they come up so they can be addressed during the meeting.

SECTION 5 EVALUATIONS CRITERIA

A committee will evaluate and rank the offers, based on the following criteria:

Table 5-1: Evaluation Criteria

	Criteria	Points
5.1	Firm Experience and Expertise	20
5.2	Experience and Qualifications of Staff	20
5.3	Project Approach and Operation Plan	30
5.4	Fee Schedule	30
	Total Possible Points:	100

SECTION 6 PROPOSAL PREPARATION INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. Your proposal shall include, at a minimum, the information requested below. If offeror fails to provide any of the requested information, except for the mandatory proposal certification, the City may, at its' sole option, ask the offeror to provide the missing information or evaluate the proposal without the missing information.

6.1 Submittal and Review

All documents required as part of the solicitation shall be uploaded by March 18, 2024 3:00 pm Arizona time through Bonfire, located at the following website: https://buckeyeaz.bonfirehub.com/opportunities. The .pdf shall have the name of the company submitting and subject should be RFP No. 2024135 Solid Waste Collection Services. Submittals not received in Bonfire by the specified date/time will be disqualified.

The Arizona Public Records Act limits the City's ability to withhold prequalification and bid data. If a submittal contains any trade secrets that a submitter does not want disclosed to the public or used by the City for any purpose other than evaluation of the submitter's eligibility, each sheet of such information must be marked with the designation "Confidential." The City agrees that if a Public Records request is made for disclosure of data so classified, it will notify the submitter of such data so that the submitter will have an opportunity to legally challenge the City's obligation to disclose such information.

6.2 Request for Proposal Contents

The Offer shall include the following and should be presented in the order in which they appear. Failure to provide all the required information may result in rejection of the proposal.

6.3 Cover Letter

The cover letter shall include the following background information regarding the Offeror's organization, including, but not limited to:

a. Primary contact information including name, title, email, phone, and mailing address. identification number and legal form of the offeror (e.g., partnership, cooperation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this Section for each member. If the offeror is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address, and telephone number of the person to contact concerning the Proposal.

b. Number of employees

c. Provide a general description of the offeror that is proposing to provide the Services, including number of years in business.

d. Areas of specialty

e. Identify any contract or subcontract held by the offeror or officers of the offeror that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

f. Submittal Proposal Form (Section 6). May be attached as separate appendix.

6.4 Firm Experience and Expertise

Give a brief overview of the vendor including your organizational chart, areas of specialization, number of employees, number of years in operation, etc. State whether the firm is local, regional, national, or international. Include the location of the office(s) which will provide the service to the City. Describe the vendor's experience in providing the services being requested and demonstrate at least two (2) years of experience with similar clients.

6.5 Experience and Qualifications of Staff

Provide a staffing plan that includes, at a minimum, the following:

a. Overview of the proposer's ability to staff the project with experienced and qualified personnel.

b. Overall work chart of key project team members. Detail the role and expected time/involvement for each team member. iii. Resume for each individual, including subcontractors, who will be assigned to the project team. Include name, title, and related experience and qualifications.

6.6 Project Approach and Operational Plan

Provide a full description of major services/tasks to be provided; the proposer's approach to each service/task, and proposed timeline for completing the services. Demonstrate the proposer's understanding of local conditions, project needs, and any additional information deemed relevant by the proposer to demonstrate their understanding and proposed approach to the scope of work. At minimum the proposal should include the following.

6.6.1 Proof of Satisfaction of Minimum Requirements

Proposers shall meet the following minimum requirements to be considered for award of the Agreement.

A. **Ability to meet Performance Security Requirements.** Proposers shall submit with their Proposals proof of ability to meet performance security requirements set forth in Section 31 of Appendix 1 attached as Exhibit D in the form of a letter from the guarantor undertaking to issue the required performance security if a contract is awarded to the Proposer.

B. **Minimum Experience.** Proposers shall provide information demonstrating successful experience providing solid waste collection services that meet the following minimum requirements.

B.1 **Residential Collection Services:** The Proposer shall submit the following information:

a) References from at least three (3) current or previous municipal customers served by the Proposer within the past five years for a period of at least two years each where Trash and Recycling Collection Service was provided.

b) For the municipal references provided in a) above, the Proposer shall have served at least 30,000 households in aggregate to be considered as a candidate vendor for City-wide collection or at least 10,000 households in aggregate to be considered as a candidate vendor for In-Ground Collection Services only.

c) At least one of the references provided in a) above shall be a single municipal customer with 10,000 households or more to be considered as a candidate vendor for City-wide collection or 3,000 households or more to be considered as a candidate vendor for In-Ground Collection Services only.

For each reference, the Proposer shall provide the following information:

a) Name and location of community;

b) Number of households served;

c) Dates of service and contract expiration date; and

d) Description of services provided;

B.2 **Front Load and Roll-Off Collection Services:** To be considered as a candidate vendor for Optional City Facilities Collection Services in accordance with Section 3.11, the Proposer shall submit the following information:

a) References from at least two municipal customers where the Proposer provided Front Load and/or Roll-Off services to the municipality's own facilities, or where the Proposer held a contract with the municipality, or a permit issued by the municipality to provide commercial Front Load and/or Roll-Off services within the municipality for a period of at least two years each within the past five years.

For each reference, the Proposer shall provide the following information:

a) Name and location of community;

b) Dates of service and contract or permit expiration date;

c) Number of municipal facilities and/or Commercial Service accounts;

d) Annual number of pulls; and

e) Description of services provided.

6.6.2 Service Plan

As further described in Exhibit A, Section A1, the City is a fast growing community with over 35,000 single-family residences. Proposers shall provide a service plan outlining the estimated staffing requirements and numbers and types of collections vehicles required to provide the following Services in the first year of the Agreement and in annual increments for a maximum total Agreement Term of 10 years.

A. Residential Trash and/or Recycling;

B. Bulky Trash;

C. City Facilities; and

D. City Events.

At minimum, the service plan shall provide estimates of following information.

- The initial number and type of collection vehicles and other equipment required to perform the services.
- Number of personnel needed for each collection crew to conduct each service.
- Equipment and collection vehicles that will be utilized to provide collections in alleys.
- Number of front line and spare vehicles to be used to perform each service.
- Size and location of facilities where equipment will be stored and maintained.
- Any future equipment to be acquired and a detailed timeline for acquisition of new equipment to accommodate future growth.

Additionally, if the Proposer intends on adjusting the scheduled collection day of customers for either Trash and/or Recycling Collection Service, the service plan shall indicate the number of customers impacted by the change in collection day.

6.6.3 Optional Household Hazardous Waste Collection and Optional Refrigerant Containing Appliance Collection

The Proposer shall describe the approach to providing Household Hazardous Waste Services (Optional) and Refrigerant Containing Appliance Services (Optional). Descriptions shall include the following.

A. Identification of all material to be collected. The Proposer shall collect, at a minimum, the material defined as Program Household Hazardous Waste in Section 1 of Appendix 1 attached as Exhibit D.

B. Proposer shall identify any additional materials that can be collected as part of Program Household Hazardous Waste at minimal additional cost.

C. Proposer shall describe approach to collecting Program Household Hazardous Waste including service frequency by-appointment, and set-out procedures.

D. Proposer shall describe approach to processing materials that can be collected as part of the Program Household Hazardous Waste service.

E. Identification of Refrigerant Containing Appliances to be collected. The Proposer shall collect, at a minimum, the material defined as Refrigerant Containing Appliances in Section 1 of Appendix 1 attached as Exhibit D.

F. Proposer shall describe approach to collecting Refrigerant Containing Appliances including service frequency by-appointment, and set-out procedures.

G. Proposer shall describe approach to processing materials that can be collected as a part of Refrigerant Containing Appliance Service.

6.6.4 Disposal Site

Proposers shall identify each Disposal Site, which may include a landfill or a transfer station to be used for the performance of Services under the Agreement, including the Southwest Regional Landfill (SWRL) and any alternative Disposal Sites. The Proposer shall indicate the area, material stream(s), number of households, and percentage of households that will be serviced by each Disposal Site, including SWRL.

For Disposal Sites other than SWRL, the Proposer shall provide the following additional information.

A. Name, location, and description of the facility and type of materials that will be managed at the location.

B. Name of owner and operator of the facility, identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.

C. Contact name and phone number of the site manager.

D. Term of the Proposer's contract with the facility.

E. If the facility is owned and operated by the Proposer, provide a guarantee to the capacity required over the term of any Agreement developed as a result of this RFP. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner that documents their commitment to provide the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.

6.6.5 Material Recovery Facility

Proposers shall identify the Material Recovery Facility that will process Program Recyclable Material received from the City during the Agreement Term and provide the following additional information.

A. Name, location, and description of the facility.

B. Name of owner and operator of the facility, identifying whether the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor.

C. Contact name and phone number of the site manager.

D. Term of the Proposer's contract with the facility.

E. If the facility is owned and operated by the Proposer, provide a guarantee to the capacity required over the term of any Agreement developed as a result of this RFP. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the capacity required over the term of the Agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/ expansion, and permitting status of the development/expansion plan.

F. All types of recyclable materials processed at the facility from any source.

G. Annual inbound tons processed for each of the previous three years, if an existing facility.

H. Annual tons of material recovered for each of the previous three years by material type, if an existing facility.

I. Annual tons disposed of as residue in each of the previous three years, if an existing facility.

J. An overview of the facility's processing equipment and systems.

6.6.6 Collection Vehicles

Proposers shall meet the collection equipment requirements as set forth in Section 15 of Exhibit A to the Agreement. The Proposer shall provide a description of all collection vehicles for each Service on a material-by-material basis (e.g., indicate the number of collection vehicles for each separate material collected as part of Residential Collection Services). Descriptions shall include:

A. Make, model, age, and fuel type of each proposed vehicle. Photos of each type of vehicle should be included.

B. Proposed maintenance program and maintenance facility for all collection Vehicles used to perform services, including a proposed frequency of cleaning vehicles.

C. Proposed location for vehicle storage and fueling.

D. Details of on-board electronic equipment and systems for collection vehicles proposed in accordance with Section 3.13 including, but not limited to, cameras, internet, GPS, software, and communication systems sufficient for real time positioning and routing, work order management, photographic service verification and data sharing capabilities and access for the City.

The Proposer shall describe the fuel type of each type of collection vehicle proposed for use and its approach to providing and maintaining any alternative-fueled vehicles.

6.6.7 Residential Collection Schedules and Route Maps

As described in Section 3.1, Proposers shall submit pricing to maintain the current practice of collecting Trash and Recycling on different days (Two-Day Collection) in addition to submitting separate pricing to collect Trash and Recycling on the same day (One-Day Collection).

The Proposer shall include proposed route descriptions, schedules, and maps for Two-Day and

One-Day Collection options with their proposals. For each option, Proposers shall identify the number of households that would experience a change in collection days relative to the existing schedule and provide a detailed description of public education efforts to communicate route changes to impacted residents on a material-by-material basis.

The Proposer shall include detailed discussion of their proposed approach to providing One-Day collection in alleys, including any modifications to equipment and current practice as further described in Section 3.1.

6.6.8 Personnel

Proposer shall meet the personnel standards as set forth in Section 23 of Appendix 1 to Professional Services Agreement Exhibit D. Proposer shall describe the following:

A. Number of front line and spare staff to be used to perform each service.

B. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.

C. Any training programs for personnel.

D. Dress code that is required for personnel.

E. Procedure for hiring personnel to ensure continuity of service, particularly during labor shortages.

6.6.9 Unaccepted Set-outs

Proposers shall describe their approach to managing Unaccepted Set Outs in accordance with Section 17 of Exhibit A to the Agreement including a detailed description of its processes for managing and completing work orders.

6.6.10 Missed Collections

Proposers shall describe their approach to documenting and verifying Missed Collections in accordance with Section 18 of Appendix 1 to Professional Services Agreement Exhibit D, including a detailed description of its processes for acknowledging Missed Collections reported by the City, servicing Service Units that have reported a Missed Collections, and working with the City identify if any Service Units are in violation of any set-out requirements.

6.6.11 Spillage and Leakage, Litter, Odor, and Noise

Proposers shall describe their approach to preventing spillage, leakage, litter, odor, noise, and other nuisances and standard operating and response procedures that will be implemented to ensure that service is provided in a clean, safe, and sanitary manner without creating nuisance impacts in the community.

6.6.12 Storm and Disaster Debris

Proposers shall describe its approach to provide sufficient personnel and equipment to collect increased volumes of storm debris material generated including:

A. Any required additional collection crews and equipment to manage surges in volume. Provide information on the additional resources that would be anticipated on a material-by-material basis (e.g., Bulky Trash).

B. Engaging a sub-contractor and the number of personnel and equipment that each sub-contractor would provide on a material-by-material basis.

C. Any other approaches to managing surges in volume on a material-by-material basis.

6.6.13 Cart Management, Maintenance, and Distribution

Proposers shall indicate how they will meet the service requirements pursuant to Section 3.8 and Section 3.9 of the RFP by providing the following:

A. Description of the Proposer's service capabilities and the service capabilities of any sub-contractors.

B. Detailed description of the process for ordering and delivering managing, maintaining, repairing and replacing Carts including any equipment that will be utilized.

C. Description of inspection and quality control policy and procedures

D. Indicate the name and address of the location where Carts that reach the end of their useful lives will be sent for recycling or disposal.

The Proposer shall provide the address of the planned location where Carts will be managed and maintained if the City elects to make the Contractor responsible for Cart maintenance and provide a detailed description of the process for ordering and delivering managing, maintaining, repairing and replacing Carts (including any equipment that will be utilized). Proposers shall provide the following information related to Cart Purchase Services.

A. A description of the Carts to be purchased by the Proposer if the City elects for the Proposer to purchase Carts, including, at minimum, the manufacturer, capacity, color options, and methods of affixing the City logo;

B. Photos of the proposed Carts;

C. Documentation demonstrating compliance with the minimum specifications in Section 15 of Exhibit A to the Agreement;

D. Procedure for obtaining a sample of the proposed Carts if requested by the City;

E. Approach to minimize damage to Carts;

F. Standard delivery time;

G. Required lead time for color selections, graphics or other options;

H. Minimum order size, if applicable;

I. Warranty information;

J. Estimated initial order size and scheduling of future orders; and

K. Information about Cart sourcing demonstrating reduced air quality impacts, reduced resource use, and positive impacts to the local economy.

6.6.14 Location of Contractor Operations

The Proposer shall indicate the location of its operations and customer service office for approval by the City. The location is not required to be within the City limits; however, the City's preference is for proximity to the City to provide for timely and high-quality customer service. Proposers shall provide the proposed location of the customer service office.

6.6.15 Program Recyclable Materials to be Collected

Proposer shall confirm that if the City chooses the "Full Recycling" option in Section 3.2, the Proposer will collect, at a minimum, all Program Recyclable Materials as defined in Section 1 of Appendix 1 to Professional Services Agreement Exhibit D and shall identify any additional materials that can be collected as a part of the Collection Services at no additional cost (e.g., dedicated cardboard collection) or other materials that may be collected at no additional cost (e.g., metals outside of Cart).

6.6.16 Customer Service and Communication

Proposers shall include a description of customer service policies and procedures, including the following:

A. Description of customer complaint resolution procedures.

B. Plan describing the Contractor's approach to recruiting, training, equipping, supporting, and supervising customer service representatives and a description of their role and responsibilities.

C. Description of communication plan with City staff regarding status and resolution of customer complaints.

D. Use of on-board technology as part of customer service and communications.

Proposers shall describe the means of communication proposed to be utilized for customer communications (submittal by customer and response and resolution by Proposer) including:

E. Customer complaints

F. Customer inquiries

G. Customer service requests

6.6.17 Required Planning Documents

A. **Transition Plan(s).** Proposer shall describe its proposed strategies to ensure smooth transitions at the start and end of the Agreement. The proposed Transition Plan is of critical importance to the City and shall include information for each area of service. In the transition plan, the Proposer shall describe, at a minimum, the following:

A.1 Individual or group of individuals that will oversee the execution of the transition plan.

A.2 Approach to acquisition of equipment and personnel, training of personnel, etc. The transition plan should include all permitting, construction and commissioning activities, as well as equipment installation and testing, as applicable.

A.3 Confirmation of the Service Commencement Date.

A.4 Approach to customer education regarding transition of service provider and changes to existing or introduction of new Residential Services.

A.5 Approach to customer service and communications and methodology for verifying missed collections

A.6 Overall schedule for the transition.

Proposers should reference Section 25.2 of Appendix 1 attached as Exhibit D for additional Transition Support requirements of the Contractor. The Proposer's draft Transition Plan shall be submitted with their Proposal, and upon approval by the City, will be included as part of the awarded Agreement.

B. **Contingency Plan(s).** Proposers shall describe proposed Contingency Plan(s) to ensure adequate continuity of each Service. Contingency Plan(s) shall meet the requirements of Section 25.1 of Appendix 1 attached as Exhibit D and shall describe, at a minimum, the following for each Service individually:

B.1 The Contingency Plan if any facility utilized under any Agreement resulting from this RFP falls behind schedule and fails to meet the City's schedule requirement. The City requires that the Proposer be ready to accept any material collected via the City's Collection Service starting on the Commencement Date.

B.2 The Contingency Plan if any vehicles or equipment experience unplanned downtime, including the capability of providing back-up vehicles or equipment and the capacity to ensure continuity of service in a timely manner and at no added cost to the City.

B.3 The Hazardous Waste and Special Waste Contingency Plan to detail what actions shall be taken upon discovery of this material type at a facility.

C. **Recordkeeping and Reporting Plan(s).** Proposer shall provide a Recordkeeping and Reporting Plan describing how it will create and maintain records and reports and otherwise meet the requirements of Section 33 and Section 34 of Appendix 1 attached as Exhibit D. The Proposer shall provide one or more sample report formats with the Proposal.

D. **Fire Prevention Plan(s).** The Proposer shall provide a Fire Prevention and Response Plan for all Services.

6.7 Fee Schedule

Provide a pricing proposal to include all costs associated with performing the stated scope of work. Proposers must submit their fee schedule online on in Bonfire.

https://buckeyeaz.bonfirehub.com/opportunities

Additional details about entering the Fee Schedule are provided in Section 10.

Cost shall be inclusive of all time and materials necessary to complete the desired deliverables.

SECTION 7 SELECTION PROCESS

This Request for Proposals (RFP) is being conducted pursuant to A.R.S. § 34-604. The process to evaluate and score the qualifications submitted in response to this RFP, then rank the firms in descending order of score. The successful firm(s) will be selected through a qualifications based selection process. The Selection Panel will evaluate each proposal according to the criteria set forth in Section 3 above. The City will select a firm(s) based on the proposal's received; formal interviews may or may not be conducted. The City may conduct a due diligence review on the firm(s) receiving the highest evaluation. A "Selection Committee" will be comprised of City employees and at least one senior management employee of a licensed contractor. These members may be employees of the City or outside consultants. The selection committee will review, evaluate, and score the RFP responses in accordance with the evaluation criteria established above.

If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the next most qualified team until a contract is executed, or the City may decide to terminate the selection process.

SECTION 8 GENERAL INFORMATION

City Rights. The City reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposals received, and to be the sole judge of the merits of the respective Proposal received.

Acceptance of Evaluation Methodology. By submitting its Proposals in response to this RFP, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, will require subjective judgments by the City.

Release of Project Information. The City shall provide the release of all public information concerning this project, including selection announcements and contract award. Those desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Council, the City Manager, Department Heads and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Legal Worker Requirements. The City of Buckeye is prohibited by A.R.S. § 41-4401 from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). The consultant and each subconsultant shall comply with all federal immigration laws and regulations related to their employees and compliance with the stated law. The City of Buckeye retains the legal right to

inspect the papers of any consultant or subconsultant employee who is awarded a contract to ensure that the firm or subconsultant is complying with the law.

Lawful Presence Requirement. Pursuant to A.R.S. § 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Protest Procedures. Firms wishing to respond to disqualification, or a procurement outcome may refer to The Procurement Code of the City of Buckeye, Section 24-3-16 which governs protest procedures utilized throughout the selection process.

Suspension/Debarment. By submitting a proposal in response to this solicitation, the respondent is certifying that it is neither debarred nor suspended nor under consideration for suspension or debarment by any federal, state, or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explain why respondent is suspended, debarred, or being considered for suspension or debarment.

Questions. Questions pertaining to this selection process or contract issues should be directed to Diana Landeros, Contracts Administrator, at dlanderos@buckeyeaz.gov.

END OF SECTION 8

SECTION 9 SUBMITTAL PROPOSAL FORM

RFP 2024135: Solid Waste Collection Services

Company Name _____

Authorized Representative:_____

Title:_____

Address: _____

Phone Number:_____ Email Address:_____

Fax Number:_____ Website Address:_____

The undersigned offeror declares to have read and fully understand the Request for Proposals and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal is submitted and accepted, vendor will contract to perform in accordance with the Scope of Work and Proposal.

Signature of Authorized Representative:

Date:_____

SECTION 10
FEE SCHEDULE

Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.**

Taxes must be listed as a separate item on all invoices.

Offerors shall list all applicable staff, goods, services, rentals, etc. and rates associated for covering all tasks described in scope of work.

PROPOSERS MUST SUBMIT FEE SCHEDULE ON THE FEE SCHEDULE BID TABLE IN BONFIRE

https://buckeyeaz.bonfirehub.com/opportunities

The fee tables on the following pages are for reference only. Proposers must submit their fee schedules in Bonfire.

Table 10-1: Residential Trash Cart Collection Service – 100% Disposal at SWRL

Enter unit prices for Residential Trash Cart Collection Service with 100% Disposal at Southwest Regional Landfill (SWRL) as further described in Section 3.4.

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price[1,2,3]	Unit
1	1 Trash Cart	One-Day Collection	Recycling		Per household per Month
2	Additional Trash Cart(s)	One-Day Collection	Recycling		Per Additional Trash Cart per Month
3	1 Trash Cart	Two-Day Collection	Recycling		Per household per Month
4	Additional Trash Cart(s)	Two-Day Collection	Recycling		Per Additional Trash Cart per Month
5	1 Trash Cart	One-Day Collection	Limited Recycling "A"		Per household per Month
6	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "A"		Per Additional Trash Cart per Month
7	1 Trash Cart	Two-Day Collection	Limited Recycling "A"		Per household per Month
8	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "A"		Per Additional Trash Cart per Month
9	1 Trash Cart	One-Day Collection	Limited Recycling "B"		Per household per Month
10	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "B"		Per Additional Trash Cart per Month
11	1 Trash Cart	Two-Day Collection	Limited Recycling "B"		Per household per Month
12	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "B"		Per Additional Trash Cart per Month
13	1 Trash Cart	One-Day Collection	No Recycling		Per household per Month
14	Additional Trash Cart(s)	One-Day Collection	No Recycling		Per Additional Trash Cart per Month
15	1 Trash Cart	Two-Day Collection	No Recycling		Per household per Month
16	Additional Trash Cart(s)	Two-Day Collection	No Recycling		Per Additional Trash Cart per Month

1. Prices include Collection, hauling, and Disposal at SWRL.
2. Prices exclude Optional Cart Purchase Services (Section 3.8) and Optional Cart Maintenance and Delivery Services (Section 3.9) which are entered as shown in Section 7, Table 7-9 and Table 7-10, respectively.
3. Prices subject to annual adjustment in accordance with Section 3.14.

Table 10-2: Residential Trash Cart Collection Service –Disposal at Alternate Site

Enter unit prices for Residential Trash Cart Collection Service with Disposal at an Alternate Site as further described in Section 3.4.

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price[1,2,3]	Unit
1	1 Trash Cart	One-Day Collection	Full Recycling		Per household per Month
2	Additional Trash Cart(s)	One-Day Collection	Full Recycling		Per Additional Trash Cart per Month
3	1 Trash Cart	Two-Day Collection	Full Recycling		Per household per Month
4	Additional Trash Cart(s)	Two-Day Collection	Full Recycling		Per Additional Trash Cart per Month
5	1 Trash Cart	One-Day Collection	Limited Recycling "A"		Per household per Month
6	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "A"		Per Additional Trash Cart per Month
7	1 Trash Cart	Two-Day Collection	Limited Recycling "A"		Per household per Month
8	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "A"		Per Additional Trash Cart per Month
9	1 Trash Cart	One-Day Collection	Limited Recycling "B"		Per household per Month
10	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "B"		Per Additional Trash Cart per Month
11	1 Trash Cart	Two-Day Collection	Limited Recycling "B"		Per household per Month
12	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "B"		Per Additional Trash Cart per Month
13	1 Trash Cart	One-Day Collection	No Recycling		Per household per Month
14	Additional Trash Cart(s)	One-Day Collection	No Recycling		Per Additional Trash Cart per Month
15	1 Trash Cart	Two-Day Collection	No Recycling		Per household per Month
16	Additional Trash Cart(s)	Two-Day Collection	No Recycling		Per Additional Trash Cart per Month

1. Prices include Collection, hauling, and Disposal at an alternate site selected by the Contractor.
2. Prices exclude Optional Cart Purchase Services (Section 3.8) and Optional Cart Maintenance and Delivery Services (Section 3.9) which are entered as shown in Section 7, Table 7-9 and Table 7-10, respectively.
3. Unit prices subject to annual adjustment in accordance with Section 3.14.

Enter maximum percentage of Trash disposal at alternate site	

Table 10-3: Residential Recycling Cart Collection Service

Enter unit prices for Residential Recycling Cart Collection Service as further described in Section 3.5.

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price[1,2,3]	Unit
1	1 Recycling Cart	One-Day Collection	Full Recycling		Per household per Month
2	Additional Recycling Cart(s)	One-Day Collection	Full Recycling		Per Additional Recycling Cart per Month
3	1 Recycling Cart	One-Day Collection	Full Recycling		Per household per Month
4	Additional Recycling Cart(s)	One-Day Collection	Full Recycling		Per Additional Recycling Cart per Month
5	1 Recycling Cart	Two-Day Collection	Limited Recycling "A"		Per household per Month
6	Additional Recycling Cart(s)	Two-Day Collection	Limited Recycling "A"		Per Additional Recycling Cart per Month
7	1 Recycling Cart	Two-Day Collection	Limited Recycling "A"		Per household per Month
8	Additional Recycling Cart(s)	Two-Day Collection	Limited Recycling "A"		Per Additional Recycling Cart per Month
9	1 Recycling Cart	Two-Day Collection	Limited Recycling "B"		Per household per Month
10	Additional Recycling Cart(s)	Two-Day Collection	Limited Recycling "B"		Per Additional Recycling Cart per Month
11	1 Recycling Cart	Two-Day Collection	Limited Recycling "B"		Per household per Month
12	Additional Recycling Cart(s)	Two-Day Collection	Limited Recycling "B"		Per Additional Recycling Cart per Month

1. Prices include Collection, hauling, and Recycling Processing at the Material Recovery Facility.
2. Prices exclude Cart Purchasing Services (Section 3.8) and Cart Maintenance and Delivery Services (Section 3.9) which are entered as shown in Section 7, Table 7-9 and Table 7-10, respectively.
3. Prices subject to annual adjustment in accordance with Section 3.14.

Table 10-4: Residential In-Ground Trash Collection Service – 100% Disposal at SWRL

Define the recycling materials that historically have historically shown value in the recycling market, and use this list to complete the limited recycling program options for table 7-4 "Limited Recycling 'B'":

Limited Recycling "B" Items **(List recycling materials that have shown a history (12 months) of value, cite sources.)**:

Enter unit prices for Residential In-Ground Trash Collection Service with 100% Disposal at SWRL as further described in Section 3.6.1.

Option	**In-Ground Contract Option (Section 3.6.1)**	**Collection Schedule Option (Section 3.1)**	**Recycling Program Option (Section 3.2)**	**Unit Price[1,2]**	**Unit**
1	Bundled Contract	One-Day Collection	Full Recycling		Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling		Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"		Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"		Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"		Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"		Per household per Month
7	Bundled Contract	One-Day Collection	No Recycling		Per household per Month
8	Bundled Contract	Two-Day Collection	No Recycling		Per household per Month
9	In-Ground Only	One-Day Collection	Full Recycling		Per household per Month
10	In-Ground Only	Two-Day Collection	Full Recycling		Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "A"		Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "A"		Per household per Month
13	In-Ground Only	One-Day Collection	Limited Recycling "B"		Per household per Month
14	In-Ground Only	Two-Day Collection	Limited Recycling "B"		Per household per Month
15	In-Ground Only	One-Day Collection	No Recycling		Per household per Month
16	In-Ground Only	Two-Day Collection	No Recycling		Per household per Month

1. All unit prices include Collection, hauling, and Disposal at SWRL
2. Prices subject to annual adjustment in accordance with Section 3.14.

Table 10-5: Residential In-Ground Trash Collection Service – Disposal at Alternate Site

Enter unit prices for Residential In-Ground Trash Collection Service with Disposal at an alternate site as further described in Section 3.6.1.

Option	In-Ground Contract Option (Section 3.6.1)	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price[1,2]	Unit
1	Bundled Contract	One-Day Collection	Full Recycling		Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling		Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"		Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"		Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"		Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"		Per household per Month
7	Bundled Contract	One-Day Collection	No Recycling		Per household per Month
8	Bundled Contract	Two-Day Collection	No Recycling		Per household per Month
9	In-Ground Only	One-Day Collection	Full Recycling		Per household per Month
10	In-Ground Only	Two-Day Collection	Full Recycling		Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "A"		Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "A"		Per household per Month
13	In-Ground Only	One-Day Collection	Limited Recycling "B"		Per household per Month
14	In-Ground Only	Two-Day Collection	Limited Recycling "B"		Per household per Month
15	In-Ground Only	One-Day Collection	No Recycling		Per household per Month
16	In-Ground Only	Two-Day Collection	No Recycling		Per household per Month

1. All unit prices include Collection, hauling, and Disposal at an alternate Disposal Site selected by the Contractor.
2. Prices subject to annual adjustment in accordance with Section 3.14.

Enter maximum percentage of Trash disposal at alternate site	

Table 10-6: Residential In-Ground Recycling Collection Service

Enter unit prices for Residential In-Ground Recycling Collection Service as further described in Section 3.6.2.

Option	In-Ground Contract Option (Section 3.6.2)	Collection Schedule Option (Section 3.1)	Recycling Collection Option (Section 3.2)	Unit Price[1,2]	Unit
1	Bundled Contract	One-Day Collection	Full Recycling		Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling		Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"		Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"		Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"		Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"		Per household per Month
7	In-Ground Only	One-Day Collection	Full Recycling		Per household per Month
8	In-Ground Only	Two-Day Collection	Full Recycling		Per household per Month
9	In-Ground Only	One-Day Collection	Limited Recycling "A"		Per household per Month
10	In-Ground Only	Two-Day Collection	Limited Recycling "A"		Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "B"		Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "B"		Per household per Month

1. Prices include Collection, hauling, and Recycling Processing at the Material Recovery Facility.
2. Prices subject to annual adjustment in accordance with Section 3.14.

Table 10-7: Residential Bulky Trash Collection Service – 100% Disposal at SWRL

Enter unit prices for Residential Bulky Trash Collection Service with 100% Disposal at SWRL as further described in Section 3.7.

Option	Service Option Description	Unit Price[1,2]		Unit
		City-Wide[3]	In-Ground Units Only[4]	
1	Four (4) collections per year for all Residential Service Units on a fixed schedule (existing)			Per household per Month
2	Up to four (4) collections per year per Residential Service Unit on a by-appointment basis			Per household per Month
3	Up to six (6) collections per year per Residential Service Unit on a by-appointment basis			Per household per Month
4	Up to twelve (12) collections per year per Residential Service Unit on a by appointment basis			Per household per Month
5	Additional collections requested by resident (exceeding annual program limit)			Per additional collection

1. Unit prices include Collection, hauling, and Disposal of Bulky Trash at SWRL
2. Prices subject to annual adjustment in accordance with Section 3.14.
3. Prices in this column include provision of the specified service option to all Residential Service Units in the City, or to all Residential Service Units with Cart-Based Trash and Recycling Collection.
4. Prices in this column include provision of the specified service option to Residential Service Units with In-Ground Trash and Recycling Collection Service only.

Table 10-8: Residential Bulky Trash Collection Service – Disposal at Alternate Site

Enter unit prices for Residential Bulky Trash Collection Service as further described in Section 3.7.

Option	Service Option Description	Unit Price[1,2]		Unit
		City-Wide[3]	In-Ground Units Only[4]	
1	Four (4) collections per year for all Residential Service Units on a fixed schedule (existing)			Per household per Month
2	Up to four (4) collections per year per Residential Service Unit on a by-appointment basis			Per household per Month
3	Up to six (6) collections per year per Residential Service Unit on a by-appointment basis			Per household per Month
4	Up to twelve (12) collections per year per Residential Service Unit on a by appointment basis			Per household per Month
5	Additional collections requested by resident (exceeding annual program limit)			Per additional collection

1. Prices include Collection, hauling, and Disposal at an alternate Disposal Site selected by the Contractor
2. Prices subject to annual adjustment in accordance with Section 3.14.
3. Prices in this column include Service to all Residential Service Units in the City, or to all Residential Service Units with Cart-Based Trash and Recycling Collection as determined by the City.
4. Prices in this column include Service to Residential Service Units with In-Ground Trash and Recycling Collection Service only.

Enter maximum percentage of Bulky Trash disposal at alternate site	

Table 10-9: Optional Cart Purchase Service

Enter unit prices for Optional Cart Purchase Services as described in Section 3.8.

Service[1,2,3]	**Proposed Fee[1,2,3,4,5]**	**Unit**
Option 1 – Cart Purchased and Owned by Contractor		Per Cart In-Service per Month
Option 2 – Cart Purchased by Contractor, and Owned by City		Per Cart In-Service per Month

1. All options include cart purchase and delivery to the Contractor's cart storage and maintenance facility (if Contractor provides Optional Cart Maintenance and Delivery Service) or to the City's cart storage and maintenance facility (if Optional Cart Maintenance and Delivery Service is self-performed by the City).
2. Unit prices for all Cart purchase options exclude costs related to ongoing Cart-based collection, hauling, recycling processing, trash disposal, and Cart set-up, delivery, and maintenance, which are included in unit prices for other services.
3. Cart Purchase Service is optional. The City may elect to purchase carts directly from the manufacturer.
4. Cart Purchase Service is <u>not</u> subject to the annual cost adjustment in Section 3.14.
5. The Cart Purchase Service Fee applies during the initial 7-year term only.

Table 10-10: Optional Cart Maintenance and Delivery Service

Enter unit prices for Optional Cart Maintenance and Delivery Service as described in Section 3.9.

Cart Maintenance and Delivery Service is Optional. The City may choose to self-perform these services.

Service[1]	**Proposed Fee**	**Unit**
Optional Cart Maintenance and Delivery Service provided by the Contractor[1]		Per Cart in Service per Month
Delivery fee for replacement cart to replace cart lost or damaged by the Resident		One-time fee per replacement cart

1. All fees exclude costs related to Cart purchase and ongoing Cart-based collection, hauling and Processing and Disposal operations which are included in unit prices for other services.

Table 10-11: Optional Household Hazardous Waste Collection and Optional Refrigerant Containing Devices Collection

Enter proposed pricing for Optional Household Hazardous Waste Services. These services are described in Section 3.10. The table is divided into the following sub-tables corresponding to different contract scenarios.

- Table 10-11A: Optional Household Hazardous Waste Collection Services
- Table 10-11B: Optional Refrigerant Containing Appliances Collection Services

Table 10-11A: Optional Household Hazardous Waste Collection Services

Enter proposed pricing for Optional Household Hazardous Waste Collection Services. This at-your-door service may be provided on a call-in basis in accordance with Section 3.10

Service	Proposed Fee	Unit
At-your-door HHW Collection on a call-in basis [1]		Per Residential Service Unit per Month

1. Monthly fee per Residential Service Unit to provide at-your-door HHW Collection Services on a call-in basis subject to any limits on annual calls per residence specified in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.

Table 10-11B: Optional Refrigerant Containing Appliances Collection Services

Enter proposed pricing for Optional Refrigerant Containing Appliances Collection Services. This at-your-door service may be provided on a call-in basis in accordance with Section 3.10

Service	Proposed Fee	Unit
At-your-door Refrigerant Containing Appliances Collection on a call-in basis [1]		Per Residential Service Unit per Month

1. Monthly fee per Residential Service Unit to provide at-your-door Refrigerant Containing Appliances Collection Services on a call-in basis subject to any limits on annual calls per residence specified in the Proposer's Proposal. Fee includes Collection and Processing at a Processing Facility provided by the Contractor.

Table 10-12: Optional City Facilities Collection Services

Enter unit prices to provide Trash and Recycling Collection to City Facilities as designed by the City and described in Section 3.11. The table is divided into the following sub-tables corresponding to different contract scenarios.

- Table 10-12A: City Facilities Bundled with Residential Collection Services
- Table 10-12B: City Facilities Only

Pricing includes supply and maintenance of front-load and roll-off containers, collection, hauling, Recycling Processing, and Trash Disposal by the Contractor. Supply and maintenance of Carts shall be in accordance with the option selected by the City as per Section 3.8 and Section 3.9.

Table 10-12A: City Facilities Bundled with Residential Collection Services – Carts

Description	Unit Price	Units
1 Trash Cart (Weekly Collection)		Price per Month per City Facility
Additional Trash Carts (Weekly Collection)		Price per Additional Cart per Month (Each City Facility)
1 Recycling Cart (Weekly Collection)		Price per Month per City Facility
Additional Recycling Carts (Weekly Collection)		Price per Additional Cart, per Month (Each City Facility)

Table 10-12A: City Facilities Bundled with Residential Collection Services – Front Load Trash

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart						
2 CY						
3 CY						
4 CY						
6 CY						
8 CY						
10 CY						

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
2 CY Vertical Compactor						
4 CY Vertical Compactor						
6 CY Vertical Compactor						
8 CY Vertical Compactor						

Table 10-12A: City Facilities Bundled with Residential Collection Services – Roll-Off Trash

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted				
30 CY Uncompacted				
40 CY Uncompacted				
15 CY Compacted				
20 CY Compacted				
30 CY Compacted				
35 CY Compacted				
40 CY Compacted				

Table 10-12A: City Facilities Bundled with Residential Collection Services – Front Load Recycling

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart						
2 CY						

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
3 CY						
4 CY						
6 CY						
8 CY						
10 CY						
2 CY Vertical Compactor						
4 CY Vertical Compactor						
6 CY Vertical Compactor						
8 CY Vertical Compactor						

Table 10-12A: City Facilities Bundled with Residential Collection Services – Roll-Off Recycling

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Processing Fee (per Ton)
20 CY Uncompacted				
30 CY Uncompacted				
40 CY Uncompacted				
15 CY Compacted				
20 CY Compacted				
30 CY Compacted				
35 CY Compacted				
40 CY Compacted				

Table 10-12B: City Facilities Only – Carts

Description	Unit Price	Units
1 Trash Cart (Weekly Collection)		Price per Month per City Facility
Additional Trash Carts (Weekly Collection)		Price per Additional Cart per Month (Each City Facility)
1 Recycling Cart (Weekly Collection)		Price per Month per City Facility
Additional Recycling Carts (Weekly Collection)		Price per Additional Cart, per Month (Each City Facility)

Table 10-12B: City Facilities Only – Front Load Trash

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart						
2 CY						
3 CY						
4 CY						
6 CY						
8 CY						
10 CY						
2 CY Vertical Compactor						
4 CY Vertical Compactor						
6 CY Vertical Compactor						
8 CY Vertical Compactor						

Table 10-12B: City Facilities Only – Roll-Off Trash

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Disposal Fee (per Ton)
20 CY Uncompacted				
30 CY Uncompacted				
40 CY Uncompacted				
15 CY Compacted				
20 CY Compacted				
30 CY Compacted				
35 CY Compacted				
40 CY Compacted				

Table 10-12B: City Facilities Only – Front Load Recycling

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart						
2 CY						
3 CY						
4 CY						
6 CY						
8 CY						
10 CY						
2 CY Vertical Compactor						

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
4 CY Vertical Compactor						
6 CY Vertical Compactor						
8 CY Vertical Compactor						

Table 10-12B: City Facilities Only– Roll-Off Recycling

Roll Off Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One -time)	Fee per Collection	Processing Fee (per Ton)
20 CY Uncompacted				
30 CY Uncompacted				
40 CY Uncompacted				
15 CY Compacted				
20 CY Compacted				
30 CY Compacted				
35 CY Compacted				
40 CY Compacted				

Table 10-13: Annual Cost Adjustments

Enter fixed annual cost adjustment percentage to be used if the City elects to use fixed annual adjustments as further described in Section 3.14.

Description	Percentage	Reference
Enter the proposed percentage to be used as the basis for fixed annual cost adjustments		See Section 3.14 (Option 1)

SECTION 11 PROPOSAL CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

City of Buckeye
Finance Department
530 Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

( ) There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with **Request for Proposal No. 2024135**, for **Solid Waste Collection Services** in the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

AMENDMENTS: Receipt of the following Amendments is acknowledged, and the provisions are included in this RFP:

Amendment No._____ Dated_

Amendment No._____ Dated_

Amendment No._____ Dated_

Amendment No._____ Dated_

Firm Name: _____

Address: _____

City: _____, State: _____ Zip: _____

_____
(Signature Required)

_____
(Print name) (Email)

_____
(Print title) (Federal Taxpayer ID Number)

_____
(Date)

END OF SECTION 11

Exhibit A
Background Information

A1 City Information

The City of Buckeye is located at the western edge of the Phoenix metropolitan area in Maricopa County, Arizona and is comprised of approximately 393 square miles with a planned area of approximately 639 square miles. The City is bordered by the Cities of Goodyear, Avondale, Surprise, and Litchfield Park and by sections of unincorporated Maricopa County. A regional map showing the City limits and street map are provided as Exhibit B, Map B1 and Map B2, respectively. The City currently maintains approximately 898 paved street miles.

The City has experienced rapid growth in recent years with the population increasing from 50,876 to 91,502 between the 2010 and 2020 U.S. Censuses. According to recent estimates from the Maricopa Association of Governments, the population is expected to increase from approximately 106,316 as of July 1, 2023 to an ultimate buildout population of approximately 310,800 residents within the next 15 to 20 years[1]. The number of households receiving Residential Collection Services has increased from 18,579 in 2015 to 35,176 in 2022, representing a compound annual growth rate of 9.5% percent per year. The Proposer's ability to manage projected growth is a key consideration for the City. As further described in Section **5.6.2**, the Proposer shall submit with their Proposal a detailed plan describing how they will provide additional vehicles, fleet parking, maintenance facilities, staffing and other resources required throughout the Agreement Term to manage projected future growth.

A2 Existing Residential Curbside Collection Services

In accordance with Section 9-1-5 of the City Code, the current Contractor is required to collect from residences designated by the City to receive service. Residential Collection Services are currently provided by Republic Services (Republic). Residential Trash and Recycling Collection occurs once per week, Monday through Friday, on different days of the week as shown on Exhibit B, Map B3. Bulky Trash Collection is provided four times per year, Monday through Friday, as shown on Exhibit B, Map B4.

Residential Curbside Collection Services are billed by the City on a monthly, per household basis. Accounts may be placed on Vacation Hold for extended periods of time, between two (2) and six (6) months in duration, at a discounted monthly rate. Residential Collection Services exclude apartment buildings or other multifamily structures if not serviced with 96-gallon Carts, or properties deemed to be inaccessible by the City.

Residential Trash and Recycling Collection service is provided using two different collection methods in different parts of the City. In most of the City, Trash and Recycling Collection Service is provided using 96-gallon Carts. In the Sun City Festival (SCF) development, Trash and Recycling collection is provided using 30-gallon in-ground containers. Additional information about Cart-based and in-ground service is provided in Sections A2.1 and A2.2, respectively. Current Residential Curbside Collection Services are summarized in Table A-1.

[1] Additional information about the City's projected future growth can be obtained from the City's official planning documents, which are available at the following internet address: Planning & Zoning | City of Buckeye (buckeyeaz.gov)

Table A-1: Current Residential Curbside Collection Services Summary

Residential Service	Description
Trash	• Once per week • Basic service includes one 96-gallon Cart or In-Ground Service • Customer may request extra Carts for an additional fee
Recycling	• Once per week • Basic service includes one 96-gallon Cart or In-Ground Service
Bulky Trash	• Once per quarter • 8 CY limit per set-out

A2.1 Cart-Based Service

Cart-based collection of Trash and Recycling utilizes automated side load (ASL) trucks. Basic service includes one (1) 96-gallon Cart for Trash and one (1) 96-gallon Cart for Recycling. Residential customers may request extra Carts for an additional fee. Current Cart-based accounts are summarized in Table A-2.

Table A-2: Residential Trash and Recycling Carts per Household

Residential Service	Number of Households
96-Gallon Cart	33,149
Additional 96-Gallon Cart	1,694

The Contractor's current basic price for Cart-based service is $19.00 per household per month plus $14.68 per month for each additional Cart, which includes the cost of Cart-Based Trash and Recycling Collection, Bulky Trash Collection, Recycling Processing, and Trash and Bulky Trash Disposal at Southwest Regional Landfill.

A2.2 Residential In-Ground Collection Services

Residential In-Ground Trash and Recycling Collection Service is provided exclusively in the Sun City Festival (SCF) community, a community for residents aged 55 and older, at the northern edge of the City. The current number of households receiving In-Ground Trash and Recycling Collection Service is 4,020 as of November 2023. A map showing the location of existing and future planned units with In-Ground Trash and Recycling Collection Service is provided in Exhibit B, Map B7.

In-Ground Trash and Recycling Collection Service is provided using 30-gallon in-ground containers located beside each residence as shown in Figure A-1. Residents may place additional Trash or Recycling in bags on top of their in-ground containers. In-Ground Trash and Recycling Collection Service is provided using rear-load collection vehicles. The contractor is required to retrieve Trash and Recycling from the in-ground containers and any bagged material placed on top of the in-ground containers and convey it to the collection vehicle.

The current price for in-ground service is $32.35 per household per month, which includes the cost of In-Ground Trash and Recycling Collection, Bulky Trash Collection, Recycling Processing, and Trash and special rates for Bulky Trash Disposal at Southwest Regional Landfill.

Figure A-1: In-Ground Trash and Recycling Containers

A2.3 Bulky Trash Collection

Bulky Trash Collection Service is currently provided four times per household per year to all households receiving basic service as shown on Exhibit B, Map B4. Bulky Trash includes large items that will not fit into Trash Carts such as furniture, appliances, branches and brush and does not include construction or demolition waste or any waste generated by a contractor. Residents currently place Bulky Trash items near the curb but not on the road on their designated collection week. Bulky Trash Collection Service is currently provided using rear-load trucks and is included in the basic rate for Cart-Based or In-Ground Service depending on the Resident's location.

A2.4 Annual Curbside Collection Tonnages

Annual population and household growth has contributed to annual tonnage increases. Annual Trash, Recycling, and Bulky Trash tonnages for the period from 2019 through 2022 are provided

in Table A-3.

Table A-3: Residential Trash and Recycling Carts per Household

Residential Service	2019	2020	2021	2022
Trash	26,131	30,824	33,690	35,176
Recycling	6,493	7,373	8,222	8,602
Bulky Trash	1,460	2,069	1,998	2,405
Total Tons	**34,084**	**40,266**	**43,910**	**46,183**
Annual Growth	**N/A**	**18%**	**9%**	**5%**

A2.5 Alley Collection

Residential Curbside Collection Services in certain areas of the City occur in alleys. Additional information about alley collection procedures is provided in Section 3.21 of the RFP and Section 5.3 of Appendix 1 attached as Exhibit D. The location of homes with alley collection is shown on Exhibit B, Map B5.

If additional Alley Service Units are approved by the City in the future, the cost of providing service to the new Alley Service Units shall be included in the Contractor's base Contract Rates per Residential Service Unit.

A2.6 Carry-out Service

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor at no additional cost. There are currently 5 homes approved for Carry-out Service. The City shall verify ongoing need for Carry-Out service on a rolling six (6) month basis.

The 5 homes currently approved for Carry-out Service includes a group of three homes where the City has determined that the street configuration makes it impossible for collection vehicles to safely access the curb in front of the home and the distance to move Carts to a safe collection location is too much for the customers. For these three homes (W Wycliff Ct, #3028, #3038, and #3048) the Contractor is not permitted to back into the dead-end street to collect Carts. The Contractor is required to retrieve Carts from the curb in front of each unit, empty the Carts into the collection vehicle stopped on the main loop, and return the Carts to the curb in front of each unit as shown on Exhibit B, Map B6.

A3 City Facilities

The Contractor shall be required to provide Trash and Recycling Collection Services at City

Facilities. The City may increase levels of service or designate additional City Facilities at its sole discretion. Under the current contract, the cost of collection at City facilities is included in the base residential rate at no additional cost to the City. In this RFP, Proposers shall provide separate prices to collect at City facilities as further described in Section 3.11.

Table A-4 provides a list of current expected service levels at City Facilities.

Table A-4: Residential Trash and Recycling Carts per Household

City Facility or Location	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
Police Substation	100 N. Apache Rd.	1 x 8 CY	1x/week	N/A	N/A
Water Resources	423 AZ Eastern Ave.	1 x 8 CY	1x/week	N/A	N/A
Police Simms	90 N. Apache Rd.	1 x 8 CY	1x/week	N/A	N/A
Senior/Community Center	201 E. Centre	1 x 8 CY	1x/week	N/A	N/A
Museum	116 E. Hwy 85	1 x Cart	1x/week	N/A	N/A
Aquatic Center	207 N. 9th St.	1 x 8 CY	1x/week (seasonal need)	N/A	N/A
Public Works Fleet Management	415 AZ Eastern Ave.	4 x 8 CY	1x/week	2 x 8 CY	1x/week
		3 x 40 CY	1x/week	N/A	N/A
Public Works Airport Terminal	3000 S. Palo Ave	5 x Cart	1x/week	2 x Cart	1x/week
		2 x 8 CY	1x/week	N/A	N/A
		3 x 20 CY	1x/week	N/A	N/A
Earl Edgar Park	500 S. Miller Rd.	10 x Cart	1x/week	N/A	N/A
Earl Edgar Maintenance Building	211 S. Miller Rd. / 420 S 1st St.	2 x 20 CY	On Call	N/A	N/A
Library	310 N. 6th St.	2 x Cart	1x/week	N/A	N/A

City Facility or Location	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
Dr. Saide Recreation Center	1003 E. Easton	1 x 8 CY	1x/week	N/A	N/A
Charman Building	1101 E. Ash	1 x 8 CY	1x/week	4 x Cart	1x/week
Heritage Park	809 N. 1st St.	2 x 40 CY	1x/week	N/A	N/A
Derby/Arena	802 N. 1st St.	1 x 8 CY	1x/week	N/A	N/A
		20 x Cart	1x/week	N/A	N/A
City Hall	530 E. Monroe	1 x 8 CY	1x/week	1 x 8 CY	1x/week
Fire Resource	22625 W Durango / 2049 S. Rainbow Rd.	1 x 8 CY	1x/week	N/A	N/A
Fire Training Facility	941 S. 7th Ave.	1 x 20 CY	On Call	N/A	N/A
Fire Station #1	404 S. Miller Rd.	1 x 8 CY	1x/week	1 x 8 CY	1x/week
Fire Station #2	1911 S. Rainbow Rd.	1 x 8 CY	1x/week	N/A	N/A
Fire Station #3	2582 N. Verrado Way	1 x 8 CY	1x/week	N/A	N/A
Fire Station #4	27360 W. Wagner Complex Dr.	1 x 8 CY	1x/week	N/A	N/A
Fire Station #5	30551 W. Tartesso Pkwy.	1 x 8 CY	1x/week	N/A	N/A
Fire Station #6	25821 W. Magnolia St.	1 x 8 CY	1x/week	N/A	N/A
Sundance Park	22865 Lower Buckeye Rd.	2 x 6 CY	1x/week	N/A	N/A
		20 x Cart	1x/week	N/A	N/A
Sundance Crossing	21699 W. Yuma Rd.	4 x 8 CY	1x/week	8 x Cart	1x/week

City Facility or Location	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
Sundance Crossing West Side*	21765 W. Yuma Rd.	1 x 8 CY	1x/week	N/A	N/A
Central Wastewater Treatment Facility	915 S. 7th St.	2 x 20 CY	4x/week	N/A	N/A
		3 x 4 CY	2x/week	N/A	N/A
		1 x 40 CY	1x/quarter	N/A	N/A
Sundance Water Reclamation Facility	21760 W. Watkins	2 x 20 CY	4x/week	N/A	N/A
Tartesso Water Reclamation Facility	31550 W. McDowell Rd.	2 x 20 CY	3x/week	N/A	N/A
Festival Ranch Water Reclamation Facility	18940 N. 287th Ave.	2 x 20 CY	3x/week	N/A	N/A
Public Works Yard	23454 W. US HWY 85	3 x 40 CY	1x/week	N/A	N/A
		4 x 20 CY	1x/week	N/A	N/A
		4 x 8 CY	1x/week	N/A	N/A
		1 x 40 CY	Every other week	N/A	N/A
Lower Buckeye Booster Station	2500 S. Apache Rd.	1 x 2 CY	1x/week	N/A	N/A
Louis B. Hazelton Cemetery	23100 W. Broadway Rd.	1 x 40 CY	On Call	N/A	N/A
Water Plant	30124 W. Lynwood St.	1 x 8 CY	1x/week	N/A	N/A

City Facility or Location	Address	Trash Collection		Recycling Collection	
		Containers	Frequency	Containers	Frequency
Water Booster Station	2500 N. Apache	1 x 4 CY	1x/week	N/A	N/A
Water Well and Storage	5101 S. 238th Lane	1 x 20 CY	On Call	N/A	N/A
Property and Evidence	8050 S. Shepard	1 x 8 CY	1x/week	N/A	N/A
Lewis Prison*	26700 S. US Hwy 85	8 x 40 CY	1x/week	N/A	N/A
		2 x 20 CY	1x/week	N/A	N/A
Streets Sub Office	W. Filmore St.	2 x 20 CY	1x/week	N/A	N/A
Jackie Meck Water Campus	23945 W. Broadway Rd.	1 x 8 CY	1x/week	N/A	N/A

*Non-City Facilities to receive service by the contractor. This service is to be billed to the City monthly with agreed pricing. The City reserves the right at its sole discretion and without obligation to the Contractor to change the waste-hauler for these commercial properties.

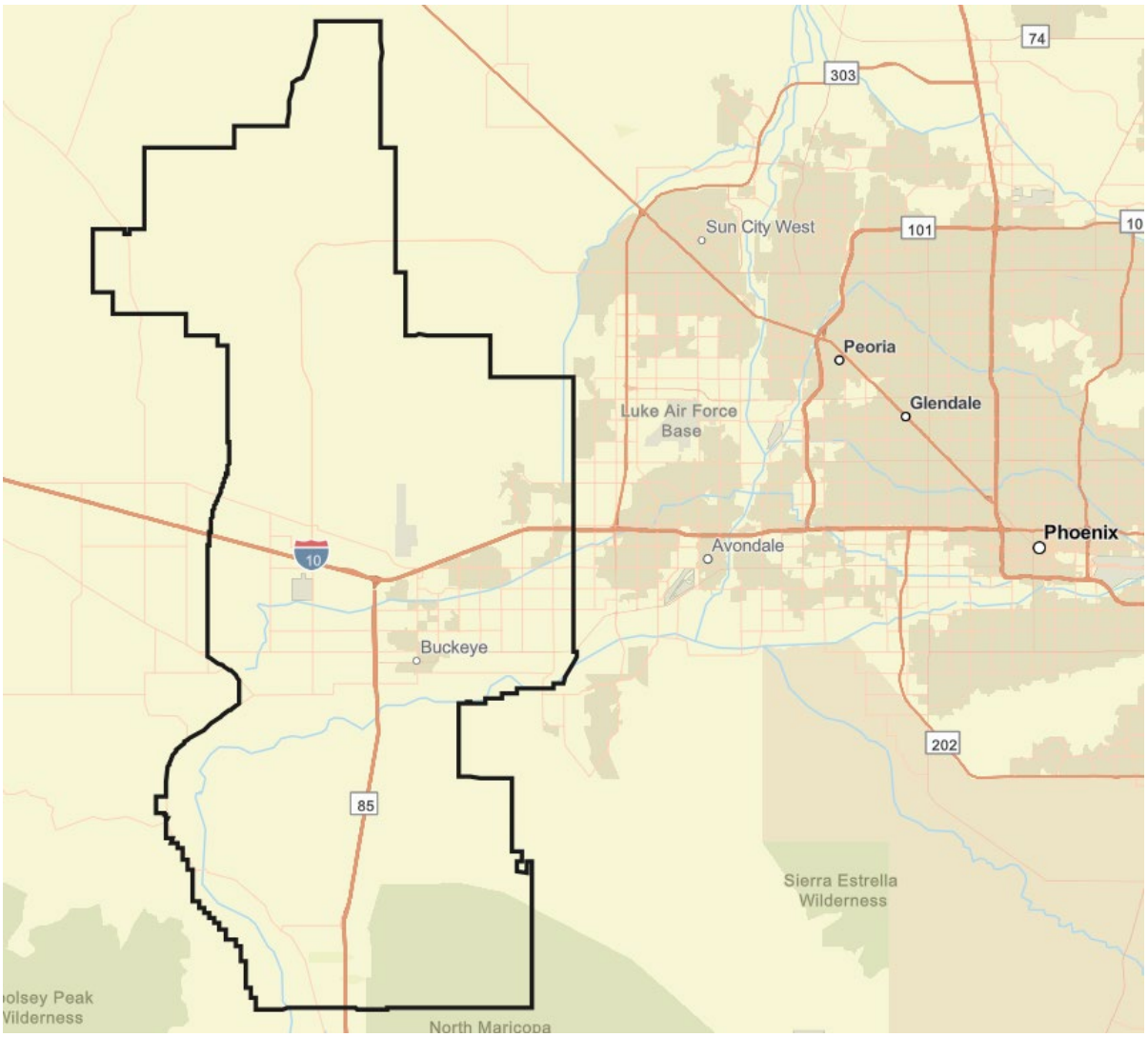
A4 City Landfill

All Trash and Bulky trash collected under the current residential collection contract is delivered to the Southwest Regional Landfill (SWRL) located at 24427 AZ-85, Buckeye, AZ 85326. The SWRL is owned by the Buckeye Pollution Control Corporation (BPCC) and is operated by Republic under a lifetime contract. The City receives a 7.5% share of all gate revenue from the landfill.

As further described in Section 3.3, Proposers may submit pricing to provide Disposal at SWRL or to provide Disposal for some or all Trash and Bulky Trash at an alternative Disposal Site provided by the Contractor.

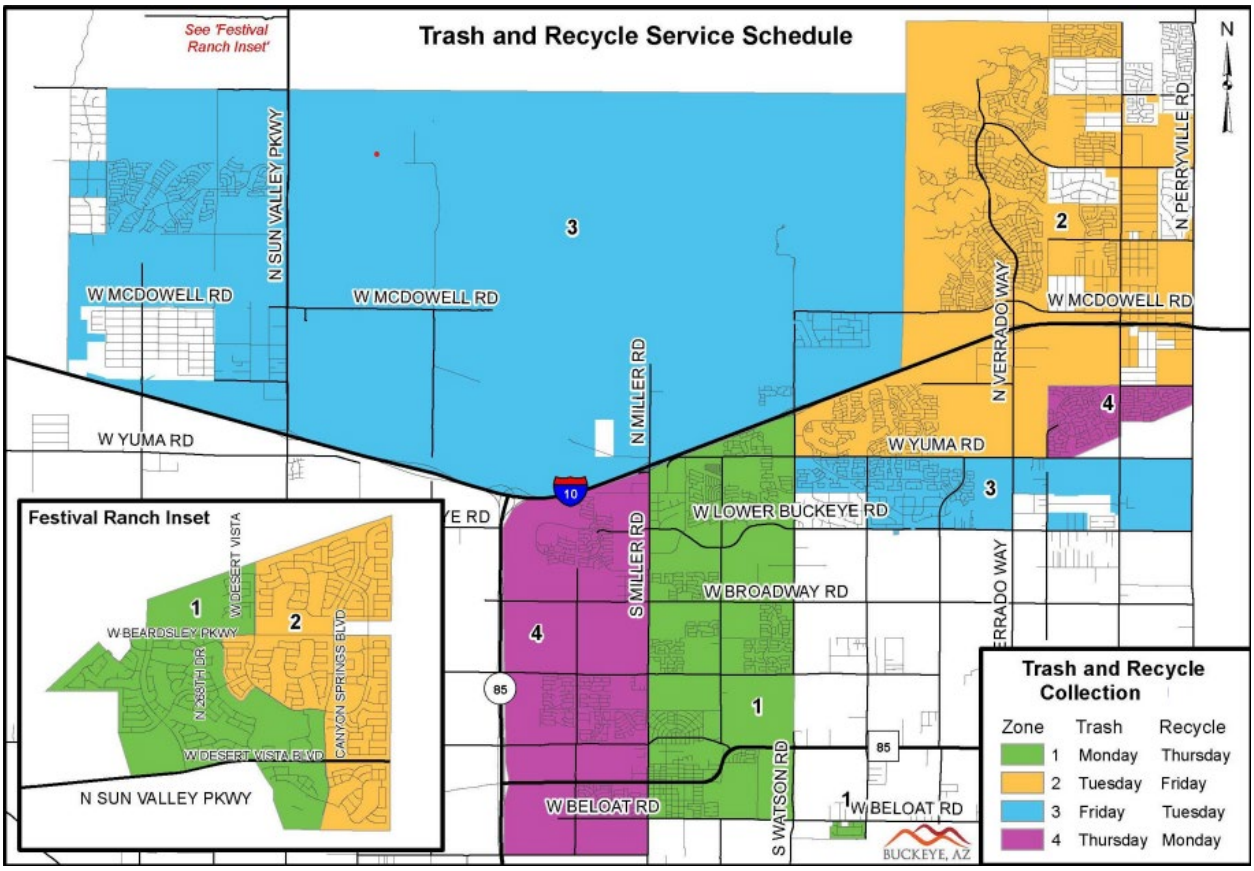
Exhibit B
Maps

B1 Regional Map



B2 Street Map

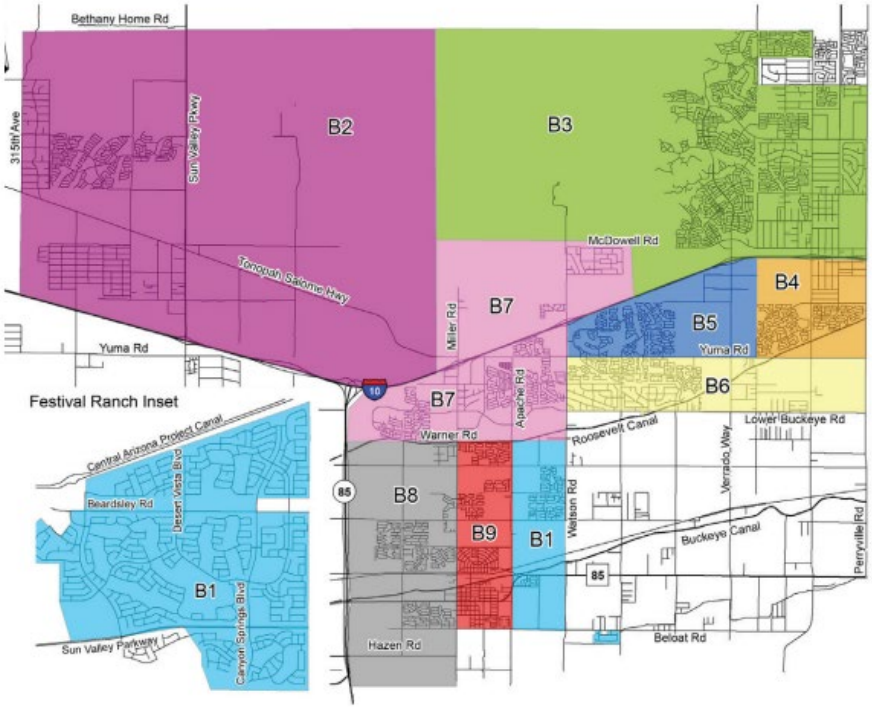
B3 Current Collection Days (Trash and Recycling)



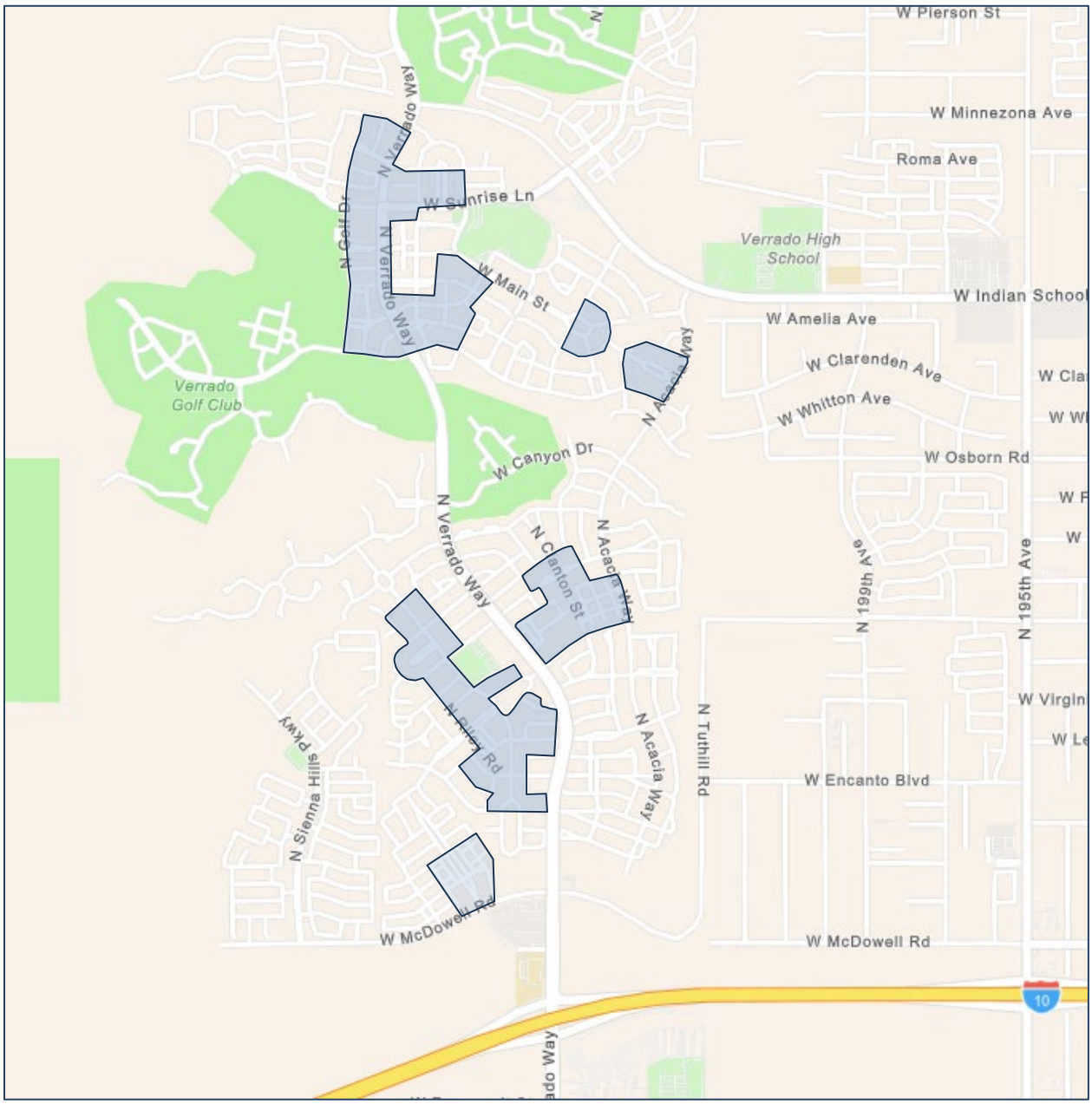
B4 Current Collection Days (Bulky Trash)

2023 BULK TRASH COLLECTION 'WEEK OF' DATES

ZONE	PLACEMENT BEGINS	COLLECTION WEEK OF
B1	1/7, 4/8, 7/8, 10/7	1/9, 4/10 7/10, 10/9
B2	1/14, 4/15, 7/15, 10/14	1/16, 4/17 7/17, 10/16
B3	1/21, 4/22, 7/22, 10/21	1/23, 4/24 7/24, 10/23
B4	2/4, 5/6, 8/5, 11/4	2/6, 5/8 8/7, 11/6
B5	2/11, 5/13, 8/12, 11/11	2/13, 5/15 8/14, 11/13
B6	2/18, 5/20, 8/19, 11/25	2/20, 5/22 8/21, 11/27
B7	3/4, 6/10, 8/26, 12/9	3/6, 6/12 8/28, 12/11
B8	3/11, 6/17, 9/9, 12/16	3/13, 6/19 9/11, 12/18
B9	3/18, 6/24, 9/16, 12/23	3/20, 6/26 9/18, 12/26

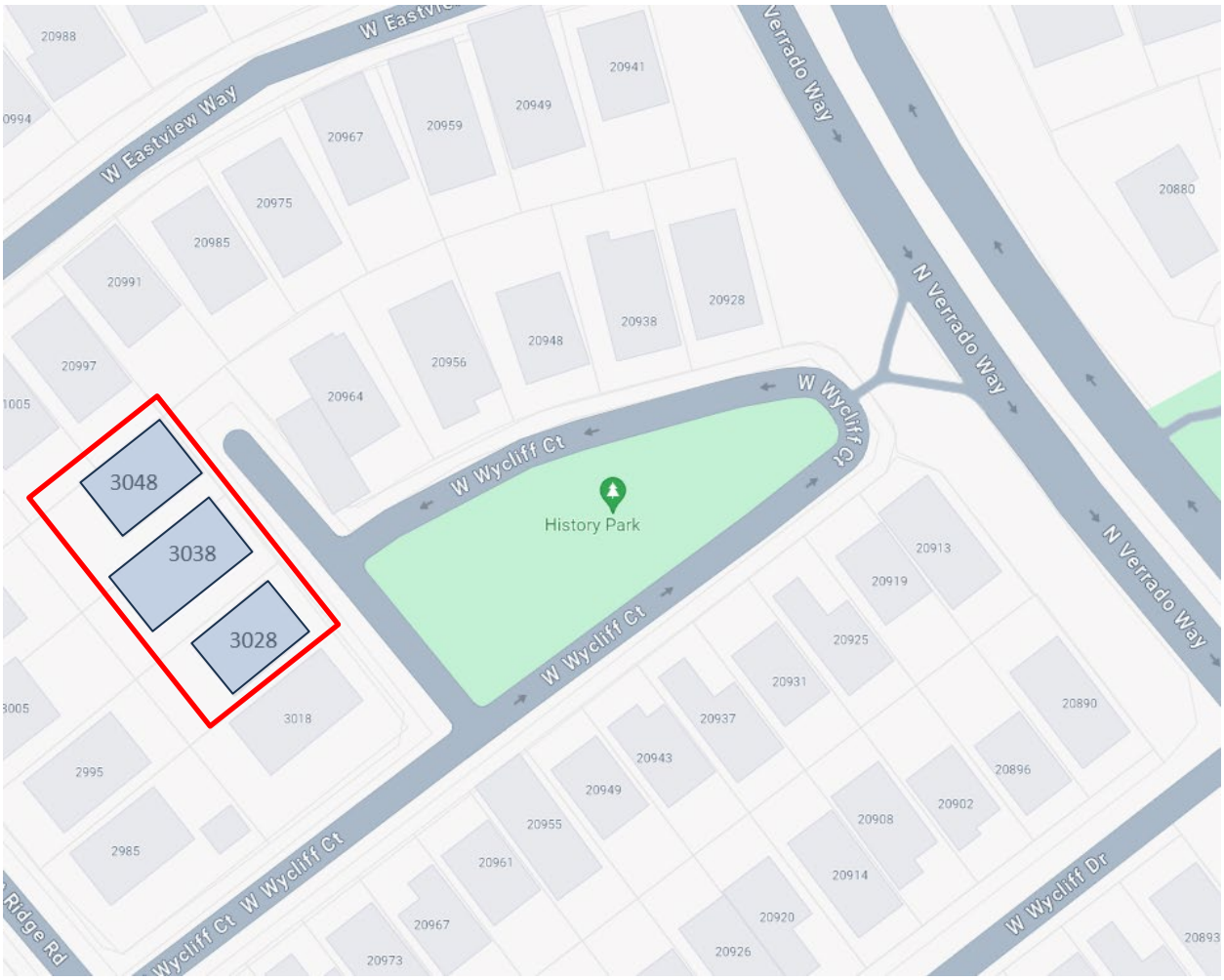


B5 Existing Alley Service Units



Existing Alley Service Area

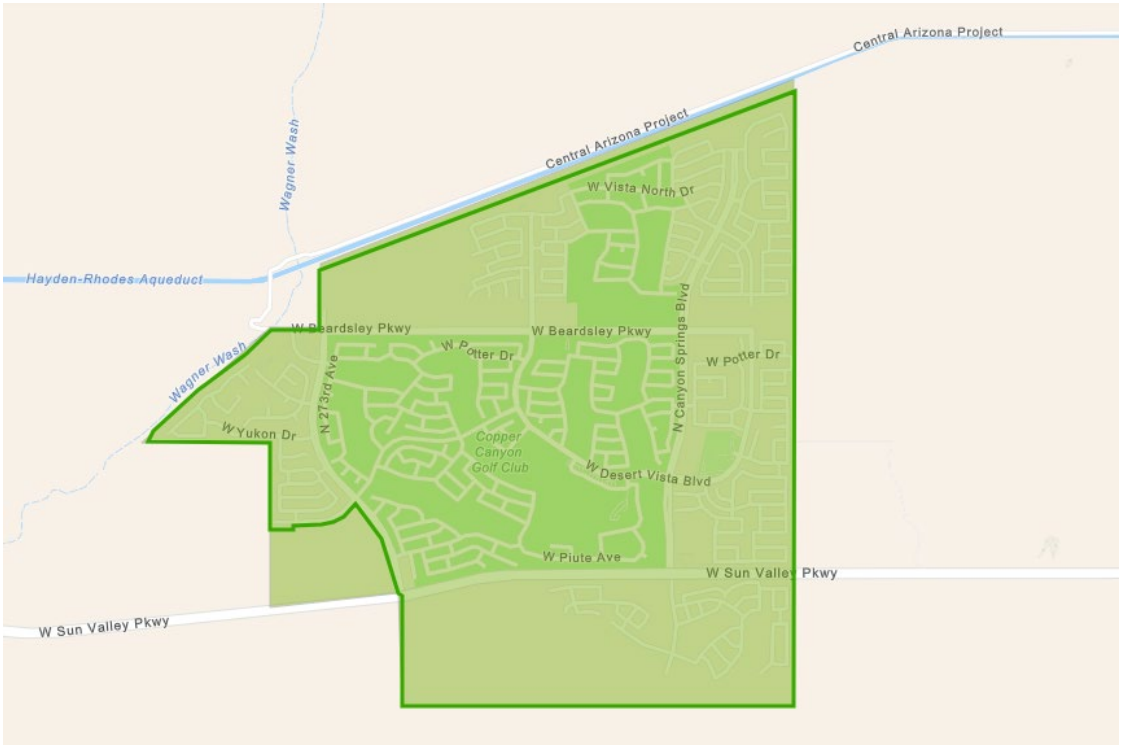
B6 Existing Safety-Based Carry-Out Service



Note: For safety reasons, the Contractor is not permitted to back into the dead-end street in front of W Wycliff Ct #3028, #3038, and #3048. The Contractor is required to retrieve Carts from the curb in front of each unit, empty the Carts into the collection vehicle stopped on the main loop, and return the Carts to the curb in front of each unit.

B7 Existing and Planned Future In-Ground Service Units

Existing build ~4,000 homes



Future build ~5,000 homes

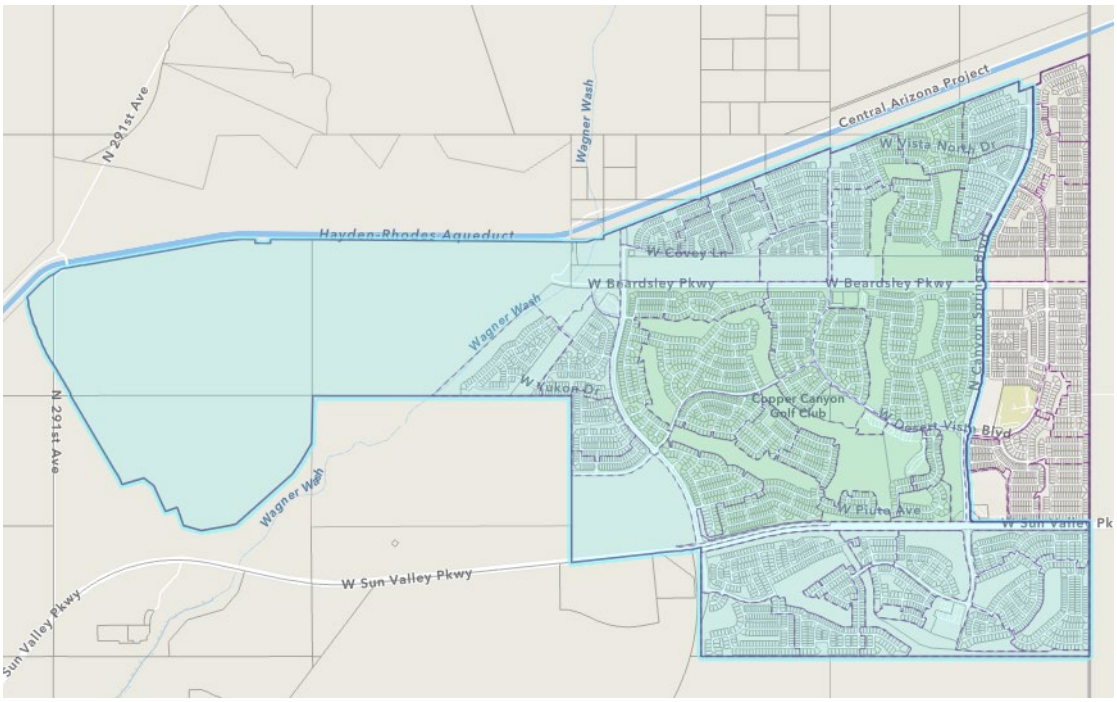


Exhibit C
Professional Services Agreement Template

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

_____

Contract No. _____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 202_, between the City of Buckeye, an Arizona municipal corporation (the "City"), and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City is in need of Solid Waste Services (the "Services").

B. The Consultant possesses the skill and experience required to provide the Services.

C. The Mayor and City Council have determined it is in the City's best interest to enter into an agreement with the Consultant to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 202_, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial term, this Agreement may be renewed for up to ____ successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, including without limitation Appendix 1 attached hereto and incorporated herein by reference, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The City shall pay the Consultant an amount not to exceed $_____ for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

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

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

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

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

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the

Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

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

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

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

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

referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

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

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

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

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

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to

completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of

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

15. Suspension of Work.

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

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

16. Miscellaneous.

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

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

16.3 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom

the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

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

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

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

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

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

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

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

performance of this Agreement.

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

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

16.13 Offset.

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

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

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

If to the City: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85236
Attn: Dan Cotterman, City Manager

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

If to Consultant: _____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been

received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Information Technology.

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

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

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

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

by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

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

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

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

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

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

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this

Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

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

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

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

"**City**"

CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

"**Consultant**"

_____,
a(n) _____

By:_____

Name:_____

Title:_____

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

_____

[Scope of Work and Fee Proposal]

See following page(s).

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
_____

[Fee Proposal]

See following page(s).

Exhibit D
Appendix 1 to Professional Services Agreement

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SECTION 1 DEFINITIONS

1.1 Definitions

As used herein, the following defined terms, phrases, words, and their derivations shall have the meanings as set forth in this Section. Throughout the Agreement, capitalization is used to indicate use of these defined terms. When not inconsistent with the context, words used in the present tense shall include the future, words importing persons shall include firms and corporations, words used in the plural shall include the singular, words used in the singular shall include the plural, words used in the masculine gender shall include the feminine gender, and word used in the feminine gender shall include the masculine gender.

Additional Bulky Trash Services — Additional Residential Bulky Trash Services shall mean Residential Bulky Trash Services that exceed the collection quantity or collection frequency limits specified in Section 5.1.5.

Agreement — Agreement shall mean the Professional Services Agreement, including this Appendix 1, and any written amendment thereto as agreed upon by the City and the Contractor.

Agreement Term— Agreement Term shall mean the full seven (7) year term of the Agreement, including the Initial Term and any Optional Renewal Term of up to three (3) years, unless sooner terminated.

Alley Service Unit— Alley Service Unit shall mean a Residential Service Unit designated by the City to receive Residential Collection Services in an alley.

Bag — Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Trash with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents that is set-out for collection with Bulky Trash Services shall not exceed forty (40) pounds.

Beyond Contractor's Control — Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Agreement and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially reasonable efforts. Includes temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages, or equipment failure.

Brush — Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Trash — Bulky Trash shall mean large items such as furniture, appliances, mattresses, carpet, and other items too large to place in 96-gallon Carts. Prohibited items include

Construction or Demolition waste, treated wood, fence panels, dead animals, Hazardous Waste, Special Waste, tires, and automotive parts.

Bulky Trash Services — Bulky Trash Services shall mean the collection and Disposal of Bulky Trash by the Contractor pursuant to this Agreement.

Business Day — Business Day shall mean any day, Monday through Friday, from 8:00 AM, MST until 5:00 PM, MST.

Cart — Cart shall mean a receptacle with wheels with a capacity of up to approximately ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type truck and approved for use by the City.

Cart Service Unit— Cart Service Unit shall mean a Residential Service Unit designated by the City to receive Trash and Recycling Collection Services using Carts.

City — City shall mean the City of Buckeye, an Arizona municipal corporation, and shall include the City's elected officials, officers, employees, agents, volunteers and representatives.

City Event — City Event shall mean an event sponsored or co-sponsored by the City and designated by the City to receive Collection Services. The City has the sole authority to add or eliminate City Events.

City Facility — City Facility shall mean any City owned or operated facility designated by the City as a City Facility to receive Collection Services. The City has the sole authority to add or eliminate City Facilities to receive Collection Services.

City's Representative — City's Representative shall mean the person designated to receive written notices and communication on behalf of the City as identified in Section 16.14 of the Professional Services Agreement.

Collect or Collection — Collect or Collection shall mean the act of removing Trash and Bulky Trash and transporting it to a Disposal Site or the act of removing Recyclable Material and transporting it to a Material Recovery Facility.

Collection Day — Collection Day shall have the meaning set out in Section 8.

Collection Services — Collection Services shall mean all duties and responsibilities of the Contractor related to Collection pursuant to this Agreement.

Commercial — Commercial shall mean originating from any structure or source that is not defined as Residential or designated by the City as a City Facility or City Event.

Compactor — Compactor shall mean any container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the City.

Comply or Compliance — Comply or Compliance shall mean timely, fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement. Compliance shall not mean substantial compliance. Substantial compliance shall be an Act of Default unless waived by the City solely by a written instrument.

Construction or Demolition Waste — Construction or Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects including all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and cardboard.

Container — Container shall mean Compactor, Front Load Container, or Roll-off.

Contamination — Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.

Contract Rates — Contract Rates shall mean the unit prices for Residential Collection Services, and City Facilities Collection Services found in Appendix C and Appendix D respectively.

Contractor — Contractor shall mean the corporation(s) responsible for performing Services pursuant to the Agreement and includes the Contractor's assignees and subcontractors.

Council — Council shall mean the City Council, the governing body of the City.

County — County shall mean Maricopa County, Arizona.

Cubic Yard (CY) — Cubic Yard shall mean a unit of volume equal to the volume of a cube with sides of one (1) yard in length.

Curbside — Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City.

CY — See Cubic Yard.

Disposal — Disposal shall mean the authorized deposit of Solid Waste at a Disposal Site in accordance with the terms of this Agreement.

Disposal Site— Disposal Site shall mean a Solid Waste management facility authorized by the Arizona Department of Environmental Quality to receive such waste for final disposal in accordance with local, state, and federal requirements.

Excluded Waste — Excluded Waste shall mean Hazardous Waste, Household Hazardous Waste, Special Waste, and Construction and Demolition Waste.

Fiscal Year — Fiscal Year shall mean the period beginning August 1st of each year and ending on June 30th of the subsequent year for the term of the Agreement.

Force Majeure — Force Majeure shall mean events beyond the City's or the Contractor's control that delay the City or Contractor from performing any of its obligations under this Agreement other than its payment obligations as further described in Section 32.

Front Load Container — Front Load Container shall mean any Container with a capacity of two (2) cubic yards to ten (10) cubic yards, and approved for use by the City.

Generator — Generator shall mean any person, site or location that produces Solid Waste, or Recyclable Materials.

GVW — GVW shall mean Gross Vehicle Weight.

Hazardous Waste — Hazardous Waste shall have the same meaning as in Arizona Revised Statutes, Section 49-921.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — shall mean this Agreement.

Household Hazardous Waste — Household Hazardous Waste shall have the same meaning as in Arizona Revised Statutes, Section 701.

In-Ground Container — In-Ground Container shall mean a removable 30-gallon container normally stored in a below-grade chamber and accessible from the ground surface approved for use for Collection of Trash and Recycling by the City within defined service areas.

In-Ground Service Unit — In-Ground Service Unit means a Residential Service Unit approved by the City to receive Trash and Recycling Collection Services using In-Ground Containers.

Initial Term — Initial Term shall mean the initial period that the Contractor shall perform the Services pursuant to the Agreement as further described in Section 1 of the Professional Services Agreement, a period of seven (7) years.

Marketing — Marketing shall mean identification and developing of end markets for Program Recyclable Material and the selling of Program Recyclable Material to end markets.

Material Recovery Facility — Material Recovery Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

May — May shall mean something that is not mandatory but permissible.

Missed Collection — Missed Collection shall mean the Contractor's failure to perform any Collection required by this Agreement within the timeframe specified in the Agreement provided that the material intended for Collection was set out at the time and in the manner specified in the Agreement.

Modified Collection Location —Modified Collection Location shall mean a location other than the Curbside acceptable to both the Resident and the Contractor for providing Residential Trash Collection Services or Residential Recycling Collection Services. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards.

Multi-family Complex — Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units therein, under a common roof of three (3) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

Multi-family Unit — Multi-family Unit shall mean each dwelling unit in a Multi-Family Complex under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwelling units in apartment houses, grouped housing, or condominiums.

Optional Renewal Term — Optional Renewal Term means an optional addition to the term of the Agreement that the City can exercise at its sole discretion as further described in Section 1 of the Professional Services Agreement, a term of not more than three (3) additional years.

Person — Person shall mean an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — Process, Processed, or Processing shall mean Recovery of Recyclable Materials, Treatment into Recovered Materials, and marketing of Recovered Materials to end markets.

[Note: The following definitions of Program Recyclable Materials may be amended based on the City's Selection of Recyclable Material Program Options in accordance with Section 3.2 of the RFP.]

Program Aluminum and Steel Recyclable Material — Program Aluminum and Steel Recyclable Material shall mean any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Material of a similar nature.

Program Household Hazardous Waste — Program Household Hazardous Waste shall mean the following Solid Waste:

[Note: This definition shall be deleted if the City elects not to proceed with Optional HHW collection at the conclusion of the RFP or revised to include any other materials agreed upon by the Contractor and the City]

(A) Aerosols containing flammable or hazardous material such as paint
(B) Lubricant - Automotive/Household Compressor Oil, Cutting Oil, etc.
(C) Art/Hobby Supplies — Adhesive, Paint, Cleaners, Correction Fluid, Photography Chemicals
(D) Other Household — Fluorescent Tubes/Bulbs, Compact Fluorescent Lamps (CFLs), Thermostats, Thermometers
(E) Automotive Products—Cleaners, Lubricant, Solvent, Fuel, Brake Fluid, Antifreeze, Carburetor Cleaner, Metal Conditioner, Engine Degreaser, Fuel Additives, Used Motor Oil, Used Oil Filters, windshield washer fluid, transmission fluid, batteries, oily rags, polishes, waxes
(F) Paint - Aerosols, Hobby/Automotive/Household Latex and Oil-Base Paint Products including Thinner, Lacquer, Linseed Oil, Primer, Stain, Varnish, stripper caulking, glue, wood preservative
(G) Cooking Oil
(H) Batteries — Automotive and Household
(I) Personal Products — Nail Polish, Polish Remover, Rubbing Alcohol, Shoe Polish, Spot Remover
(J) Household Cleaners – bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaner, rust remover
(K) Household/Auto Polish, Degreaser, Rug/Upholstery Cleaner, etc.
(L) Poison — Household/Garden Poison (insecticide, herbicide, fungicide), Bait, Fertilizer, etc.
(M) Flammables — Automotive/Household Solvent, Fuel, Paint, Lubricant, Kerosene, Charcoal Lighter Fluid, Mineral Spirit
(N) Thermostats/Thermometers containing mercury
(O) Sharps — Including needles and lancets placed into a sealed rigid plastic Container prior to placing inside the bag.
(P) Swimming Pool chemicals – pool acid; chlorine – tablets, liquid
(Q) Other Household Hazardous Wastes agreed upon in writing by Contractor and City.

Program Paper Recyclable Material — Program Paper Recyclable Material shall mean any:

(i) Kraft paper;
(ii) Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes;
(iii) Old newspaper including slick paper inserts;
(iv) Chipboard; and
(v) Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery,

writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages.

Program Plastic Recyclable Material — Program Plastic Recyclable Material shall mean any rigid plastic bottle, container, jug, or jar made from #1 through #5 or #7 plastic.

Program Recyclable Material — Program Recyclable Material shall mean Program Paper Recyclable Material, Program Plastic Recyclable Material, and Program Aluminum and Steel Recyclable Material.

Recovered Material — Recovered Material shall mean Program Recyclable Materials that have been processed at the Material Recovery Facility to market specifications.

Recyclable Material — Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, and is any material or product designated in writing by the City as being suitable for reuse, recycling, or reclamation.

Material Recovery Facility — Material Recovery Facility shall mean the facility where the Contractor receives and processes Recyclable Materials, including all contiguous land, structures, other appurtenances, and improvements on the land. A facility may be publicly or privately owned and may consist of several processing or storage units.

Recycling — Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products.

Refrigerant Containing Appliances – Refrigerant Containing Appliances shall mean household appliances containing commonly regulated refrigerants including, but not limited, to Freon, also known as R-22, R-12, R-134, and others.

[Note: This definition shall be deleted if the City elects not to proceed with Optional Refrigerant Containing Appliances collection at the conclusion of the RFP or revised to include any other materials agreed upon by the Contractor and the City]

Request for Proposals (RFP) — Request for Proposals shall mean City of Buckeye Request for Proposals Number XXX through which the City solicited proposals to provide the Services contemplated in this Agreement.

Resident — Resident shall mean a person who resides at a Residential Service Unit.

Residential Trash — Residential Trash means all normal Solid Waste products generated by Residential Service Units other than sewage and body waste, manure, dead animals over 70 pounds in weight, Special Waste, Hazardous Waste, large tree trimmings,

Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into Residential Trash receptacles specified in this Agreement.

Residential Service Unit — Residential Service Unit shall mean any residential building located within the City and designated by the City to receive Cart-based or In-Ground Residential Service including any Alley Service Units or units with Modified Collection Locations. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Residential Services — Residential Services shall mean Trash Services, Bulky Trash Services, and Recycling Services for Residential Service Units.

Residue — Residue shall mean material that is Processed at the Material Recovery Facility but is not recovered and is disposed of as Solid Waste, including both Contamination and unrecovered Recyclable Material.

RFP — see "Request for Proposals."

Roll-off — Roll-off shall mean any container, excluding compactors, with a capacity of ten (10) cubic yards or more which is normally loaded onto a motor vehicle and transported to a Disposal Site or Material Recovery Facility and approved for use by the City.

Scavenging — Scavenging shall mean the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

Service Area — Service Area shall mean the area contained within the limits of the City of Buckeye, Arizona, as may be amended from time to time.

Services — Services shall mean all duties and responsibilities of the Contractor pursuant to this Agreement.

Service Commencement Date — Service Commencement Date shall mean December 1, 2024, or an alternative date mutually agreed upon by the City and the Contractor in writing.

Service Unit — Service Unit shall mean a property qualifying for Service under the Agreement.

Shall — Shall will always mean mandatory and not merely directory.

Solid Waste — Solid Waste shall have the same meaning as in Arizona Revised Statutes, Section 49-701.01.

Special Waste — Special Waste shall have the same meaning as in Arizona Revised Statutes, Section 49-851.

State — State shall mean the State of Arizona.

Substantial Compliance — Substantial Compliance shall pertain solely to acts of Contractor being less than full and complete compliance and being ninety percent (90%) or more of full compliance. Substantial compliance shall mean an act of default.

Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan — Transition Plan shall mean procedures established to ensure timely, smooth, and uninterrupted transitions between service providers at the beginning and end of the Agreement as further described in Appendix B.

Trash — Trash shall mean all normal Solid Waste products other than sewage and body waste, manure, dead animals over ten pounds in weight, Special Waste, Hazardous Waste, large tree trimmings, Construction or Demolition Waste, or any other waste material that cannot be broken down to fit into Residential Trash receptacles specified in this Agreement, regardless of its origin.

Unaccepted Set-out — Unaccepted set-out shall mean a set-out for collection that does not comply with the requirements of the Agreement.

Will — Will shall mean mandatory and not merely directory.

SECTION 2 REPRESENTATIONS

2.1 Representations

2.1.1 Representations by the City

The City represents to the Contractor that the City is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to perform governmental functions and operations as contemplated by this Agreement.

2.1.2 Representations by the Contractor

The Contractor makes the following representations to the City.

(i) The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations required to perform all required Services as contemplated by this Agreement.

(ii) The Contractor has obtained or will provide the necessary Processing and Marketing capacity for Program Recyclable Material for the Initial Term and Optional Renewal Terms as defined in Section 1 of the Professional Services Agreement.

(iii) The Contractor will obtain at their own expense all applicable environmental and other governmental permits, licenses and authorizations as required under

Federal, State, local law, regulation, rule, or ordinance that are necessary to perform the Services.

(iv) The Contractor will obtain at their own expense all required insurance coverages specified in this Agreement.

(v) The Contractor will obtain at their own expense the required performance bond or letter of credit specified in this Agreement.

(vi) To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by the Contractor of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other related contract or instrument entered into by the Contractor.

SECTION 3 SERVICE AREA

The Contractor shall be required to perform the Services for all properties located within the Service Area, which includes the area contained within the limits of the City, or adjacent areas designated by the City to receive Service as may be amended from time to time.

SECTION 4 RIGHT TO PROVISION OF SERVICES

4.1 Right to Operate Collection Vehicles

City hereby grants the Contractor for the Agreement Term, the right and privilege to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys of the City as reasonably required to perform the Services contemplated under the Agreement.

4.2 Exclusive Right to Provision of Collection Services

The Contractor shall have the exclusive right to provide all Residential Collection Services contemplated in this Agreement except as expressly stated herein. The Contractor, not the City, shall be responsible for defending the rights granted herein against third parties.

SECTION 5 RESIDENTIAL COLLECTION SERVICES

5.1 Residential Collection Services Scope

5.1.1 Residential Trash Cart Collection Services Scope

The Contractor shall collect one (1) time per week, on a regularly scheduled Collection Day, all Trash contained in Trash Carts from each Cart Service Unit. Each Cart Service Unit shall have a minimum of one (1) Trash Cart. A Trash Cart Set-Out shall not weigh more than 200 pounds, inclusive of the Cart and contents. A Resident may request additional Trash Carts at their Cart Service Unit for an additional charge as specified in

Appendix C. The Contractor shall provide one collection of Trash from all Carts set out at each Cart Service Unit on its regularly scheduled Collection Day.

[Note: Information about the number of Trash Collections per week may need to be updated based on the City's service level selections at the conclusion of the RFP]

5.1.2 Residential Recycling Cart Collection Services

The Contractor shall collect one (1) time per week, on a regularly scheduled Collection Day, all Recycling contained in Recycling Carts from each Cart Service Unit. Each Cart Service Unit shall have a minimum of one (1) Recycling Cart. A Recycling Cart Set-Out shall not weigh more than 200 pounds, inclusive of the Cart and contents. A Resident may request additional Recycling Carts at their Cart Service Unit for an additional charge as specified in Appendix C. The Contractor shall provide one collection of Recycling from all Carts set out at each Cart Service Unit on its regularly scheduled Collection Day.

Participation in the curbside recycling program is voluntary. The curbside recycling program is designed to be part of the overall solid waste collection plan, and there will be no separate fee for the recycling services. Residents who choose non-participation or are removed from the recycling program will be required to obtain a second refuse container in accordance with Maricopa County Environmental Health Code (MCEHC), Chapter II, Section 5, Regulation 4.a. Both refuse containers shall be placed out for collection on the same day as their regularly scheduled garbage collection. The Contractor's second container structured rate will apply. A non-participating account may be changed to a participating account at the resident's request for no additional fee.

[Note: Information about the number of Recycling Collections per week may need to be updated based on the City's service level selections at the conclusion of the RFP]

5.1.3 Residential In-Ground Trash Collection Services Scope

The Contractor shall collect one (1) time per week, on a regularly scheduled Collection Day, all Trash contained in In-Ground Trash Containers at each In-Ground Service Unit, plus any Trash Bags placed on top of the In-Ground Container at no additional cost. The Contractor is required to retrieve Trash from the In-Ground Containers. Trash will not be placed at the Curbside by the Resident.

[Note: Information about the number of Trash Collections per week may need to be updated based on the City's service level selections at the conclusion of the RFP]

5.1.4 Residential In-Ground Recycling Collection Services Scope

The Contractor shall collect one (1) time per week, on a regularly scheduled Collection Day, all Recycling contained in In-Ground Recycling Containers at each In-Ground Service Unit, plus any Recycling Bags placed on top of the In-Ground Container at no additional cost. The Contractor is required to retrieve Recycling from the In-Ground Containers. Recycling will not be placed at the Curbside by the Resident.

[Note: Information about the number of Trash Collections per week may need to be updated based on the City's service level selections at the conclusion of the RFP]

5.1.5 Residential Bulky Trash Collection Services

The Contractor shall provide Curbside Collection of Bulky Trash to all Residential Service Units. Residents may set out up to eight (8) cubic yards of Bulky Trash per Collection. Bulky Trash includes large items that will not fit into Trash Carts such as furniture, appliances, branches and brush and does not include Construction or Demolition Waste or any waste generated by a contractor. Branches and brush must be cut into lengths not exceeding three feet. Bulky Trash piles are placed near the curb but out of the street.

[Note: Information about the frequency of collection will be updated based on the City's service level selections at the conclusion of the RFP] Residents may request Additional Bulky Trash Collections charged at the specified Contract Rate. Additional Bulky Trash Collections are scheduled through the City and the cost is charged to the Resident's account.

5.1.6 Household Hazardous Waste Collection Services

[To be updated based on the program option selected by the City at the conclusion of the RFP]

5.2 Carry-Out Service

If the City deems that all Residents of a Residential Service Unit are unable due to age or verified physical limitations to safely move a Cart to the Curbside, the Contractor shall provide Residential Trash Collection Services and Residential Recycling Collection Services at a Modified Collection Location acceptable to the Resident and the Contractor. The City reserves the right to designate the Modified Collection Location if the Resident and the Contractor cannot agree on an acceptable location or the location agreed upon by the Resident and the Contractor presents or may present health and safety hazards

The City may also require the Contractor to provide Carry-Out Service in cases where it is not possible to service a property safely at the curb using the Contractor's collection vehicles. The City has designated three such properties as further described in Appendix G. Carry-Out Service is included in the Contractor's base Contract Rates and shall be provided at no additional cost to the City. The City shall verify ongoing need for disability-related Carry-Out service on a rolling six (6) month basis.

5.3 Alley Service

[Alley collection procedures may be modified based on alternative methodologies proposed through the RFP process]

Residential Curbside Collection Services in certain areas of the City occur in alleys. Residents are required to place their Carts on the right-hand side of one-way alleys to facilitate collection by ASL vehicles. If an Alley Service Unit is located on a dead-end alley, Residents are required to place their Carts at a designated location at the street corner where the Carts can be serviced by an automated side loader collection vehicle without requiring the collection vehicle to back into or out of the alley. No Bulky Trash Collection Service is provided in alleys, whether the alley is dead-end or through-traffic. Residents are required to place Bulky Trash items in a designated location on the street corner or on the street side of the unit if applicable.

The cost of providing Service to current and future Alley Service Units is included in the Contractor's base Contract Rates at no additional cost to the City. The Contractor agrees that they have made a careful examination of all streets and alleys prior to executing this Agreement and ensure that the equipment selected allows for full and complete performance of Services under the Agreement.

5.4 Collection Route

Within 6 months of service, the Contractor will provide route maps of all collection services for the city, and annually thereafter for all updated service routes.

The Contractor may re-route trash, recycle, and Bulky Trash services for collection efficiency. Any re-routing that changes the customer's collection day shall be submitted to the City for approval. City approved education will be provided by the Contractor to all residents affected by the change. Re-routing education will include at least one 60-day notice mailing, and two postings on the trash or recycle can between the fourth and last week prior to the service change. Educational materials shall clearly indicate the service adjustment and start date.

SECTION 6 CITY FACILITIES COLLECTION SERVICES

6.1 City Facilities Collection Services Scope

The Contractor shall offer Trash and Recycling Collection Services to all City Facilities designated to receive Service by the City. The Contractor shall provide Trash and Recycling Collection Service to City Facilities using Container types, sizes, and collection frequencies specified by the City. The Contractor shall provide collection frequencies up to six days per week using the following Container options.

Container Type	Size Options
Cart	96 Gallon
Front Load Container (Uncompacted)	2 CY, 3 CY, 4 CY, 6 CY, 8 CY, 10 CY
Front Load Container (Compacted)	2 CY, 4 CY, 6 CY, 8 CY
Roll-off (Uncompacted)	20 CY, 30 CY, 40 CY
Roll-of (Compacted)	15 CY, 20 CY, 30 CY, 35 CY, 40 CY

The Contractor shall invoice the City for City Facilities Collection Services at the Contract Rates in Appendix D.

SECTION 7 CITY EVENTS COLLECTION SERVICES

7.1 City Events Collection Services Scope

The Contractor shall provide Trash and Recycling Carts for City Events as requested by the City and provide Collection, hauling, Recycling Processing and Trash Disposal for the requested City Event Carts. The cost of providing City Event Collection Services shall be included in the Contractor's base Contract Rates for Residential Services and provided at no additional cost to the City.
The City may request up to 250 Carts for the annual air show and up to 50 carts each for up to five additional smaller events per year at the City's request.

SECTION 8 COLLECTION DAYS AND HOLIDAYS

8.1 Residential Collection Days

[Information on Collection Days will be updated based on the City's service option selected at the conclusion of the RFP]

8.2 City Facilities Collection Days

Collection Days for City Facilities shall be mutually agreed upon by the Contractor and the City.

8.3 Holidays

The Contractor shall not provide Collection Services on Thanksgiving Day, Christmas and New Year's Day. Addition of other holidays shall be negotiable between the City and the Contractor. Any collection days missed due to holiday observances shall be made up the following day with the final collection being made up on the following Saturday.

SECTION 9 HOURS OF OPERATION

9.1 Hours of Operation

Collection operations shall not be conducted outside the hours specified in the following table without written approval from the City's Representative. Operating outside of approved hours will subject the Contractor to Liquidated Damages in accordance with Section 30, except for Summer Service hours, allowed per City code Section 10-1-2.

Hours of Operation

Collection Service Type	Approved Collection Hours
Residential Collection Services	5:30 AM to 10:00 PM Monday – Friday Saturday Collection 5:30 AM to 10:00 PM permitted as required to provide make-up Collection for observed Holidays only.
City Facilities Collection Services	5:30 AM to 10:00 PM Monday – Saturday

SECTION 10 DISPOSAL SERVICES

The Contractor shall provide Disposal of Trash and Bulky Waste at [Disposal Site location(s) to be updated based on service option selected by City at the conclusion of the RFP]. The cost of Disposal is included in the Contract Rates for Trash and Bulky Trash Collection in Appendix C and Appendix D. The Disposal Site shall operate in compliance with all applicable laws and regulations, and the Contractor shall supply copies of the site's operating permit or other compliance related documentation to the City upon request.

SECTION 11 RECYCLABLE MATERIAL PROCESSING SERVICES

11.1 Material Recovery Facility Requirements

The Contractor shall deliver all Program Recyclable Material to the Material Recovery Facility located at [update location at conclusion of RFP]. The Contractor shall maintain sufficient capacity at the Material Recovery Facility to receive and Process all Program Recyclable Material collected in the City throughout the Agreement Term.

The Material Recovery Facility shall be operated in compliance with all applicable laws using processing equipment capable of recovering recyclable materials complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination. The Material Recovery Facility shall recover ninety-five percent (95.0%) by weight of available Program Recyclable Materials into Recovered Materials on a monthly average basis. The City reserves the right to review the facility's operating records and/or perform material composition audits to verify compliance with these requirements.

One hundred percent (100%) of Recovered Materials shall be sold to secondary markets. Disposal of Program Recyclable Materials or Recovered Materials without written approval from the City is strictly prohibited and will subject the Contractor to Liquidated Damages in accordance with Section 30. Upon request by the City, the Contractor shall provide information identifying where Program Recyclable Material is marketed. The Contractor shall also be responsible for Disposal of all Residue generated by processing of Program Recyclable Material. The cost of performing all Recyclable Material Processing Services is included in the Contract Rates for Residential and City Facility Recycling Collection in Appendix C and Appendix D.

11.2 Addition and Deletion of Program Recyclable Materials.

The City reserves the right to add other Program Recyclable Materials to the program if the Material Recovery Facility accepts such material from other customers or if the parties agree it is economically and technically feasible. In addition, the City reserves the right to delete Program Recyclable Materials from the program if the parties agree it is economically and technically prohibitive.

SECTION 12 COMMINGLING OF MATERIALS AND PROHIBITION OF PROGRAM RECYCLABLE MATERIAL DISPOSAL

12.1 Commingling of Materials

The Contractor shall be allowed to commingle material collected under the Agreement with material collected from other sources outside the City.

12.2 Disposal of Program Recyclable Materials Prohibited

The Contractor shall not dispose of any Program Recyclable Material or market Program Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Material except when approved in writing by the City.

SECTION 13 STORM AND DISASTER DEBRIS MANAGEMENT

In the event of an emergency declaration by the City, the President of the United States, or Federal Emergency Management Agency (FEMA) affecting the Service Area, the Contractor shall not be responsible for collection of excess debris generated from or as a result of such emergency, to the extent that such debris is in excess of normal volumes and material types collected through services provided under this Contract.

In the event of such emergency declarations, the Contractor shall be required to continue providing services in accordance with this Agreement, including collection of normal material volumes as defined herein. On a non-exclusive basis, the City may negotiate with the Contractor for additional services if required or may negotiate with other service providers for quantities in excess of normal volumes.

Emergency declaration, as defined in this Section, shall not automatically invoke Force Majeure terms, as defined in Section 32.

SECTION 14 COLLECTION VEHICLES

14.1 Inspection of Collection Vehicles

The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification from the City, the Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for its intended purpose. The Contractor shall, upon notification from the City, sanitize, wash, or repaint equipment that is unsightly.

14.2 Appearance of Collection Vehicles

The Contractor shall paint all collection vehicles uniformly as approved by the City and with the Contractor's name, customer service office telephone number and the unique identification number of the vehicle in letters not less than six (6) inches high on each side and the rear of the vehicle. All collection vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on vehicles for persons other than the Contractor. No advertising shall be permitted on vehicles for third parties.

14.3 Age of Collection Vehicles

Upon commencement of the Agreement, the Contractor shall use vehicles that are not more than 36 months old. Throughout the Initial Term and any Optional Renewal Terms the average age of the Contractor's collection vehicle fleet shall not exceed 7 years.

14.4 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

The Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Collection Services. The Contractor shall maintain collection vehicles according to industry standards including, but not limited to compaction, prevention of leakage, safety and other industry standard performance requirements, and in accordance with Maricopa County Environmental Health Code Chapter II, Section 5. Regulation 2.

All collection vehicles shall be equipped with back-up cameras and spill kits for oil and hydraulic fluids.

14.5 Collection Vehicle Specifications

The Contractor shall use Automated Side Loader (ASL) collection vehicles as the standard collection vehicle type to provide all Cart-based collection services (Residential Trash Cart Collection Services and Residential Recycling Cart Services). The City recognizes that there may be areas within the Service Area that are not conducive to safe operation of ASL collection vehicles. In these areas, the Contractor may use collection vehicle type(s) other than ASL.

All collection vehicles used by the Contractor to provide Collection Services under the Agreement shall be designed to prevent leakage, spillage or overflow and maintained in a clean, safe, and sanitary manner without creating nuisance impacts in the community. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. The Contractor shall also ensure that Gross Vehicle Weights (GVW) do not exceed vehicle license limitations.

The Contractor shall equip all collection vehicles with on-board electronic equipment and systems such as cameras, internet, GPS, software and communication systems as required to provide real-time positioning, route monitoring, work order management and photo verification of service delivery in accordance with the specifications provided in Appendix H. The cost to supply, install, maintain, and operate these electronic systems is included in the Contract Rates.

SECTION 15 CARTS

15.1 Ownership of Carts

[To be updated based on the Cart Ownership Option selected by the City at the conclusion of the RFP. If the City chooses to own Carts then City will retain ownership at the end of the Agreement Term]

15.2 Cart Operations

[Sample text in this section assumes that the City will choose to make the Contractor responsible for Cart operations. If the City chooses to continue its current practice of self-performing Cart maintenance work then this section will be revised accordingly.]

The Contractor shall be responsible for Cart operations, as defined herein, at no additional cost to the City.

The Contractor shall be required to provide Trash Collection Services and Recycling Collection Services utilizing Carts for all Cart Service Units receiving service using Carts. The Contractor shall be responsible for Cart operations whether the Carts are owned by the Contractor or the City.

The Contractor shall be responsible for storage, assembly, repair, and maintenance of all Carts, and delivery of repaired and replacement Carts to Residential Service Units and City Facilities. The Contractor shall have computer software capable of supplying the City with detailed information as to the performance of the of the required services under this Section of the Agreement, including Cart purchase and delivery history, service times, types of service performed, types of repairs being made, and other reports as requested by the City. The Contractor shall also be required to provide additional data and reports as required herein.

15.3 Cart Inventory Data

15.3.1 Cart Inventory Database

The Contractor shall develop and maintain a database which contains the following information. The Contractor shall make the then current database, or any data contained therein, available to the City upon request by the City.

Each Cart purchased or managed under the Agreement shall have an associated Cart ID or serial number, unique to that Cart, which may be used to track all Cart information as required under the Agreement, including:

(i) Location (address) and date of delivery of each Cart, including current and historical locations where Cart has been in-service;

(ii) Occurrences of maintenance, repair, and replacement performed for each Cart; and

(iii) Number and type of Cart(s)in at each Residential Service Unit and City Facility

15.4 Cart Inventory Replacement

At Service Commencement, the City may require the Contractor to assemble and distribute Carts to Residential Service Units and City Facilities at no additional cost. The number of Trash or Recycling Carts to be distributed shall be equal to the number of each type of Cart in use by each Residential Service Unit or City Facility location at that time.

Throughout the Agreement Term, the Contractor shall be responsible for delivery of repaired, replacement or new Carts to Residential Service Units and City Facilities and Events. The Contractor shall deliver repaired or replacement Carts at no additional cost to the City provided that the delivery occurs due to addition of a new Service Unit, warranty replacement, or

replacement due to normal wear and tear or damage due to Contractor fault. If a replacement is required due to loss or damage of a Cart by the Resident, then the Contractor may charge the City a one-time fee for delivery of a replacement Cart at the rate specified in Appendix C.

15.5 Cart Operations Facility and Location

The Contractor shall use its own facilities for Cart operations required including but not limited to Cart storage, maintenance, and repair. The Contractor's Cart operations facility shall be used for receipt and storage of all Carts and replacement parts used to provide Services under this Agreement. The Contractor and the City shall work cooperatively to ensure that sufficient Cart inventory is maintained to satisfy requests for new and replacement Carts in a timely manner.

15.6 Cart Purchase

[To be updated based on City's service option selection at the conclusion of the RFP]

15.7 Cart Maintenance, Repair, and Replacement

[If the City elects to continue self-providing Cart Maintenance Services this Section will be updated accordingly.]

(i) The Contractor shall maintain and repair Carts for the collection of Trash and Program Recyclable Materials., in accordance with the Agreement

(ii) The Contractor shall maintain, repair, and deliver repaired, and replacement Carts as needed. All carts delivered shall be sanitized and in ready to use condition. Contractor responsibilities shall include picking up damaged Carts, processing warranty replacements, repairing, and delivering repaired, replacement Carts to Residential Service Units and City Facilities and Events.

(iii) The turn-around time for the maintenance, repair, or replacement of a Cart shall not exceed two (2) business days from the time a request for service is received by the Contractor. Maintenance and repair shall not interfere with normal collection of the Cart.

(iv) The Contractor shall purchase and use replacement parts as specified by the Cart manufacturer as required to repair and maintain Carts.

(v) The Contractor shall make the necessary repairs or replacement within forty-eight (48) hours of receipt of request. The Contractor shall be responsible for maintaining records of such customer service requests and their resolution.

(vi) The Contractor shall be responsible for and incur all costs for the disposal or recycling of Carts damaged beyond repair.

15.8 Cart Cleaning

Buckeye residents are responsible for cleaning their own containers. If a resident refuses to clean the container after a citation for presence of vectors, the City will clean the container for a fee to be charged to the resident. If a resident is on the carry-out program, the City will clean the container, upon resident request or when vectors are present at inspection, at no charge to the resident.

15.9 Cart Specifications

The following represent the minimum specifications for Carts used to provide Collection Services under this Agreement.

(i) Carts shall have a minimum 10-year warranty in accordance with Section 15.11.

(ii) The Cart shall be compatible with both standard American semi-automated, bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G). All Carts should be rotationally or injection molded using linear high or medium density polyethylene that contains resin with an ultraviolet stabilizer and color shall be non-fading throughout the warranty period.

(iii) The body of the Cart shall be composed of first quality recyclable (25% PCR of total) medium or high-density polyethylene with a BCSR rating of not less than 500 hours.

(iv) The resin shall meet or exceed the following American Society for Testing Materials (A.S.T.M) molded property specification: Environmental Stress Crack Resistance (E.S.C.R) Condition "A" for rotational Carts or Condition "B" for injection molded Carts.

(v) The capacity of Carts shall be approximately 96 U.S. gallons.

(vi) The Cart is provided with adequate wheels (minimum ten-inch (10") diameter with five-eighth inch (5/8') diameter solid axle) and handles so that it can be pushed or pulled with little effort.

(vii) Carts shall be furnished complete with all hardware needed for assembly and use. Contractor shall establish an inventory stock of replacement parts for field repairs. Replacement parts should be available upon request of repair to ensure repairs are made in a timely manner in accordance with Section 15.7 of the Agreement. The following are considered replacement parts:

a. Wheels and assemblies;

b. Lids and assemblies;

c. All associated fasteners and brackets.

(viii) The Cart is designed to accommodate a load of three hundred thirty-five (335) pounds for a 96-gallon Cart excluding the weight of the Cart, without permanent damage, deformation or structural failure. Carts and all components shall be capable of withstanding temperature extremes ranging from negative thirty (-30) degrees Fahrenheit to one hundred and fifty (150) degrees Fahrenheit, when under two hundred (200) pounds per square inch compression, applied from opposite sides by the gripping arms of a vehicle without permanent damage, deformation or structural failure.

(ix) Carts shall be made with plastic material using hot melt compounding that is specifically prepared to be colorfast so that the Carts do not alter appreciably in normal use. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

(x) Cart lids shall have the following specifications:

a. Shall be designed to facilitate water run-off.

b. Design prevents the lid from being flung open by the wind.

c. Shall be closed by the weight of the lid only. No latches are used or required.

d. The lid is designed in such a manner as to allow opening without having to touch the bottom edge of the lid.

(xi) The Cart is designed to prevent being turned over by winds of up to 40 mph in any direction.

(xii) In the event of any recall notice, technical service bulletin, or other important notification affecting any Carts or replacement parts purchased under this Agreement, a notice shall be sent to the City. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the City.

(xiii) If the Carts include a bar code system, bar codes should be located on the front of the container above the serial number. The bar code should be readable with the devices that meet industry standards. The scanned value of each code should match each Cart's serial number. The bar code shall remain scannable throughout the warranty period.

(xiv) Carts shall be equipped with RFID technology.

(xv) Carts shall be sourced in a sustainable and environmentally sound manner. The Contractor shall provide documentation on all carts demonstrating reduced air quality impacts, reduced resource use, and positive impacts to the local economy.

15.10 Cart Appearance

(i) Carts shall have an appearance as specified by the City, including, but not limited to:

a. Color.

b. Labels, logos, and other identifying information, including size and color of letters, numbers, and markings.

c. Serial numbers or other numbering system of City's choosing.

d. Size and color of the Carts shall be 96 gallon, blue for recycling and tan for trash, or other size and color as directed by the City.

e. Carts shall be stabilized against ultraviolet light attack with UV 531 or equivalent.

f. Upon request, cart lids shall have a hot stamp informational message educational message, and/or In-Mold Label (IML) option as needed by the City.

(ii) Carts shall have no markings or advertising for any entity other than the City, and shall be marked in accordance with MCEHC Chapter II, Section 5, Regulation 3

15.11 Cart Warranty

The following Cart warranty specifications represent the warranty requirements for Cart maintenance, repair and replacement. All Carts and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If at any time during the warranty period, a defect should occur with any Cart, the Cart shall be replaced by the Contractor at no cost or obligation to the City. The Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City. The City reserves the right to have any or all Carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications. Warranty includes, but is not limited to, the factors listed below:

(i) Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.

(ii) Damage to the Cart body, the lid, or any component parts through opening or closing the lid.

(iii) Does not maneuver smoothly or continuously perform in the intended manner as set forth in Section 15.9.

(iv) Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either is opened or closed.

(v) Failure of any plastic component to be resistant to damage in the event of contact with common household or residential product/chemicals.

(vi) Failure of any plastic component resulting from rodents or other wildlife damage.

(vii) Failure of any portion of the bottom of the Cart to remain impervious to wear-through after repeated contact with rough and abrasive surfaces. The Cart shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the Cart in normal use.

Cart or lid failures during the warranty period shall constitute failure of the Cart and require replacement with a new and complete Cart (including shipping and assembly), at no cost to the City. The determination of failure will be at the sole discretion of the City. Warranty replacement will be due to the City within sixty (60) days from the time the City submits the claim.

SECTION 16 OTHER COLLECTION EQUIPMENT

Contractor shall provide other collection equipment and vehicles sufficient in number and capacity to perform the work required by this Agreement including, but not limited to Front Load Containers, roll-off containers and any vehicles used to service City Facilities.

16.1 Appearance of Other Collection Equipment

The Contractor's name, local telephone number, call center telephone number shall be displayed in letters and numbers no less than four (4) inches high and the vehicle identification number shall be displayed in letters and numbers no less than two and one-half (2.5) inches high on all other collection equipment. Contractor shall not place the City's logo on other collection equipment vehicles. Contractor shall paint all other collection equipment uniformly as approved by Contractor shall maintain all containers in a clean manner.

Other collection equipment used in the collection of materials under the Agreement shall be thoroughly washed on a regular basis to present a clean appearance. City may inspect Vehicles at any time to determine compliance with cleaning and maintenance requirements.

16.2 Other Collection Equipment Specifications

All other collection equipment and vehicles used by Contractor in providing collection of materials under the Agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that GVW of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the roadways of the City. Further, all vehicles shall comply with Maricopa County Environmental Health Code, Chapter II, Section 5, Regulation 2.

16.3 Purchase, Operation, Storage and Replacement of Other Collection Equipment

Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall purchase, operate, and maintain other collection equipment pursuant to this Agreement.

The City, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the City determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Agreement and City may assess administrative charges in accordance with this Agreement. Unless otherwise stated in this Agreement, Contractor, at its sole cost, shall replace collection equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or City determines that other collection equipment requires replacement, Contractor shall replace such equipment within fourteen (14) calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Agreement.

16.4 Other Collection Equipment Inspection and Maintenance

Contractor shall furnish and maintain other collection equipment in accordance with all standards in this Agreement and any maintenance considered to be necessary for execution of the work in an acceptable manner and at a satisfactory rate of progress. Contractor shall inspect each vehicle and each piece of equipment daily to ensure that all equipment is operating properly and complies with Applicable Law. Vehicles which

are not operating properly or do not comply with Applicable Law shall be taken out of service until they are repaired and operate properly and comply with Applicable Law.

16.5 Ownership of Collection Equipment other than Carts

Ownership of collection equipment other than Carts shall rest with Contractor.

SECTION 17 UNACCEPTED SET-OUTS

The Contractor may designate a set-out as an Unaccepted Set-out only for the following reasons.

(i) A set-out of Recycling that contains more than thirty percent (30%) materials that are not Program Recyclable Materials

(ii) A set-out exceeds quantity limits as established in this Agreement

(iii) A set-out is not placed at the Curbside or is inaccessible due to barriers

(iv) A set out is placed in bags or other non-standard containers

(v) Materials are placed on top of a Cart or a Cart cannot be closed

(vi) A set-out presents a substantial danger to the Contractor's employees or the public

(vii) A set-out contains Hazardous Waste or other prohibited materials that cannot be easily separated

In the event of an Unaccepted Set-out, the Contractor shall:

(i) Take a photograph of the entire set-out

(ii) Collect any portion that is properly set-out and can be easily separated

(iii) Leave an Unaccepted Set-out Notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out

(iv) Record the location address

For Bulky Trash set-outs that are Unaccepted Set-outs due to exceeding the quantity limit the Contractor shall, if possible, collect a portion of the set-out approximately equal to the quantity limit.

The Contractor shall provide a list of the Unaccepted Set-outs including the address, and reason for non-acceptance to the City in a timely manner, but no later than 10:00 AM the next business day. If the Contractor fails to provide notice to the customer and to the City in accordance with this Section, the Contractor shall be subject to Liquidated Damages in accordance with Section 30.

SECTION 18 MISSED COLLECTIONS

A missed collection complaint occurs when a customer reports that their material was set out at the correct time and in the manner prescribed by the Agreement and was not collected by the Contractor.

If the City or the Contractor receives a missed collection complaint, the Contractor shall investigate using the collection vehicle's onboard cameras, as applicable. If the Contractor cannot demonstrate that the material was not set-out, or that an Unaccepted Set-Out notice was delivered due to a non-compliant set-out, then the complaint shall be considered confirmed, and the Contractor shall be subject to Liquidated Damages in accordance with Section 30. The Contractor shall be required to return to the property and pick up the missed collection within one business day after the complaint is received.

SECTION 19 PUBLIC EDUCATION NOTICES

The Contractor shall provide the following services associated with public education notices at no additional cost to the City or the customer. The Contractor shall submit all public education notices to the City for approval at least thirty (30) days prior to distribution. The Contractor will at no time place public education notices inside customers' mailboxes. The Contractor shall not distribute any public education notices within the City without written approval from the City.

(i) Transition Notice

The Contractor shall develop, print, and distribute a Transition Notice informing customers of the change in service provider, if applicable. The final City-approved Transition Notices shall be delivered to Residents by the Contractor between one (1) and fourteen (14) days after the Service Commencement Date.

(ii) Program Introduction Notice

Contractor shall develop, print, and distribute a Program Introduction Notice for each Residential Service Unit describing all Residential services that will be provided, including new services and changes to services. Program Introduction notice shall include, at a minimum:

- Types of Residential Services that will be provided;
- Service frequency or procedure for requesting each service; and
- Set-out requirements (types of materials accepted, configuration, and limits).

Final City-Approved Program Introduction Notices shall be distributed 10 to 15 days prior to the Service Commencement Date.

(iii) Unaccepted Set-out Notices

The Contractor shall develop, print, and distribute, at Contractor's own expense, an Unaccepted Set-out Notice. The Unaccepted Set-out Notice shall be approved by the City. The Unaccepted Set-out shall include the date, reason for non-collection, customer service telephone number, and any other information the City requests. The Contractor shall attach the original Unaccepted Set-out Notice via a non-adhesive means to the Cart, or Container. Contractor shall take a digital photo of set-out that receives an Unaccepted Set-out. Contractor shall maintain carbon copies of Unaccepted Set-out Notices and digital photos in a format Contractor can immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of Unaccepted Set-out Notices as required by Section 34.

(iv) Development, Printing and Distribution of Additional Public Education Notices

At the request of the City, the Contractor shall develop, print, and distribute, at Contractor's own expense, other Public Education Notices to Residential Service Units for purposes and needs identified by the City. This includes, but is not limited to, quarterly billing inserts.

The Contractor shall be required to provide to the City at no cost any existing public educational materials previously developed and used for Residential services, including, but not limited to flyers, mailers, informational or instructional videos, etc. The City shall be permitted to use such materials for public education purposes within the City at the City's discretion.

SECTION 20 SPILLAGE, LEAKAGE AND NUISANCES

20.1 Spillage, Leakage, and Litter

The Contractor shall conduct all operations in a manner that does not allow leaks, spills, or blowing litter to occur. The Contractor shall be responsible for cleanup of any spillage, leakage, or blown litter caused by its operations within two (2) hours of the earlier of either (i) receiving notification of spillage, leakage or blown litter or (ii) knowledge of spillage, leakage, or blown litter by the Contractor or Contractor's employees. The Contractor's vehicles shall carry spill containment kits with supplies for containing and cleaning up small spills of engine fluids or other hazardous materials. The Contractor shall also be required to maintain an on-call subcontractor for the purpose of cleaning up larger spills in a timely manner. Failure by the Contractor to adequately prevent or clean up spills, leakage, or blown litter may result in assessment of Liquidated Damages by the City in accordance with Section 30.

Contractor shall immediately notify the Environmental Manager or designee of any significant spill to the emergency response notification process provided by the City. The significance of a spill shall be set at the City's discretion, and be mutually agreed upon, and revisited from time to time at the City's discretion.

SECTION 21 CUSTOMER LIST

At least one month prior to the Service Commencement Date, the City shall provide the Contractor with a customer list for Residential and City Facilities Collection Services. The Contractor will report in writing to the City any Residential set-outs and City Facility accounts or service requests that are not on the then current customer list, and the City will thereafter update the customer list as applicable. The Contractor shall work cooperatively with the City to keep the customer lists up to date throughout the term of the Agreement. Regardless of the customer list, the Contractor shall provide services to all properties in accordance with this Agreement.

SECTION 22 COST ADJUSTMENT

22.1 Annual Cost Adjustment Process

The Contract Rates in Appendix C and Appendix D shall remain effective from the execution of this Agreement through September 30, 2025. Thereafter, cost adjustments may be requested by

the Contractor each new Fiscal Year and are subject to approval by the City. Cost adjustments shall meet the following requirements for each Service offered under the Agreement:

[Note: This Section may need to be updated if the City chooses to use a fixed annual percentage in accordance with Section 7.12 of the RFP]

(i) Cost adjustments will be based on annual changes to indices agreed to by the City and the Contractor.

(ii) Cost adjustment requests must be received by March 1st of each year (taking effect the following August 1st to align with the City's budget development and approval process) or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

(iii) The City may implement cost decreases (based on the cost adjustment indices for each service described below) even if the Contractor does not submit the request by March 1st of a year.

(iv) The Contractor shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be adjusted other than as explicitly authorized in the Agreement.

The annual cost adjustment shall not exceed five percent (5%) in any single year.

22.2 Annual Cost Adjustment Index

[Note: This Section may need to be updated if the City chooses to use a fixed annual percentage in accordance with Section 7.12 of the RFP]

Subject to City approval, the Contract Rates shall be adjusted on August 1, 2025 and every August 1st thereafter for the term of the Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection over the 12-month period ended March.

SECTION 23 PERSONNEL

23.1 Contractor's Representative

The Contractor shall assign a qualified person or persons to oversee its operations and performance of Services, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of the Contractor's representatives and key personnel to the City. Such records shall be updated as personnel or contact information changes.

The Contractor shall have a competent and reliable representative, or designee, on duty at all times that is authorized to make decisions and act on its behalf. The Contractor agrees that the City shall have twenty-four (24) hour access to said representative, or designee, via non-toll call from the City. Answering machines, pagers or other devices that do not provide for immediate contact with the Contractor's said representative(s) shall not meet the requirements.

23.2 Personnel Standards

(i) The Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Contractor is responsible for ensuring that all personnel are supplied with all equipment and have obtained any training, licenses, or certifications required

by law to perform their work. As for personnel operating commercial vehicles, the Contractor shall ensure such personnel have a valid commercial driver's license while operating commercial vehicles in the City or in connection with this Agreement. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

(ii) The Contractor shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of the Contractor. Such uniforms and safety equipment shall make the employee readily visible and identifiable. The Contractor's employees shall wear complete uniforms and safety vest, shirt, or jacket at all times.

(iii) Contractor shall not, nor shall it permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for Service(s) provided under the Agreement.

(iv) The Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, the Contractor's employees shall be trained to perform their duties to maximize the City's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Contractor and available for review at any time by the City.

(v) All employees involved in the performance of this Agreement including office and all front-line personnel, shall be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties, standards of performance, and specific requirements of their roles. All front-line, administrative, supervisory and customer service personnel shall receive customer service training prior to and during the time they are employed by the Contractor

(vi) The Contractor's employees shall treat all customers, co-workers, City employees and any person with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

(vii) In performance of all Services, the Contractor's employees shall adhere to all applicable laws including but not limited to City, County, State and federal laws.

The City reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The City reserves the right to have the Contractor remove employees who fail to meet these criteria from providing service to the City.

SECTION 24 CUSTOMER SERVICE

24.1 Customer Service Responsibilities

The Contractor understands, acknowledges, and agrees that customer service is important to the City. The Contractor shall work cooperatively with the City to maintain a high level of customer

service and ensure that Services are delivered in an accessible, professional, and responsible manner. The Contractor shall meet with the City's Representative on a regular basis to discuss process improvements, performance metrics, performance issues, and service planning.

The Contractor shall at all times supply labor, information, and resources as reasonably required to assist the City with responding to customer service issues, including but not limited to following protocols for missed collection, Unaccepted Set-outs, property damage, and other events as described elsewhere in the Agreement.

The City will log any service requests, complaints or inquiries that it receives before forwarding them to the Contractor for appropriate action.

The Contractor shall inform the City of any service requests, complaints, or inquiries that it receives from residential customers. At minimum, the Contractor shall supply the City with the following information:

(i) Customer name, address, and phone number;

(ii) Description of request, complaint, or inquiry;

(iii) Date and time the request, complaint, or inquiry was received;

(iv) Summary of any investigations or actions taken to address the issue; and

(v) Name of Contractor employee responsible for follow-up.

SECTION 25 PLANNING DOCUMENTS

25.1 Contingency Plan

The Contractor shall be prepared at all times to provide facilities, vehicles, equipment, personnel, subcontracted services, or other resources as required to maintain uninterrupted Services during equipment failures, natural disasters, emergency downtime, outages, labor disputes or any other situation or condition that impairs the Contractor's ability to provide Service in accordance with the Contingency Plan in Appendix A. The Contingency Plan shall be implemented in a timely manner and at no additional cost to the City. The Contractor shall follow the notification procedures in the Contingency Plan prior to implementing contingency measures.

25.2 Transition Plan

The Contractor understands, acknowledges, and agrees that smooth transitions between service providers at the beginning and end of the Agreement is essential for the health and safety of the City and its residents and businesses. The Contractor shall cooperate fully with the City to ensure timely, smooth, and uninterrupted transitions between service providers in accordance with the Transition Plan in Appendix B.

The Contractor shall make all preparations necessary to provide Services beginning on the Service Commencement Date and provide the City with such information prior to the Service Commencement Date as reasonably required for a smooth transition from the previous service

provider. At the end of the Agreement, whether by expiration or termination, the Contractor shall continue to diligently provide Services until the final day of the Agreement and provide the City with such information as reasonably required to ensure a smooth transition to the successor service provider.

If the Contractor fails to fully and completely comply with the transition requirements in Section 25 or the Transition Plan, the City may engage the services of another provider to perform the required services, and the reasonable expenses incurred by the City shall be paid by the Contractor. Alternatively, the City may terminate the Agreement and employ other remedies in accordance with Section 14 of the Professional Services Agreement.

25.3 Hazardous Waste and Special Waste Contingency Plan

The Contractor shall submit to the City for approval a Hazardous Waste and Special Waste Contingency Plan at least three (3) months prior to the Service Commencement Date. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste and/or Special Waste at a facility. The Contractor shall include in the plan a copy of a signed contract(s) with a permitted Hazardous Waste and Special Waste transporter(s) to handle any Hazardous Waste and Special Waste discovered during the course of operations. The plan shall comply with all State and Federal regulations regarding the handling of Hazardous Waste and Special Waste.

SECTION 26 DAMAGE TO PROPERTY

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property which is damaged by the Contractor. The damaged property shall be restored to its original condition through repair or replacement at no charge to the property owner, within seven (7) days. The Contractor shall notify the property owner and the City of any damaged property as soon as possible after the damage occurs and provide the property owner and the City with the anticipated schedule for repair or replacement.

If the Contractor fails to address the repair or replacement of damaged property within seven (7) days, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

SECTION 27 NUISANCE CONTROL

The Contractor shall conduct operations as quietly as possible and shall conform to applicable Federal, State, County and City noise level regulations. The Contractor shall maintain facilities and equipment that is used to provide services in a manner that prevents odor, noise, vermin, dust, and other nuisances. The Contractor shall routinely clean equipment used to collect, transport, or process waste.

SECTION 28 CITY'S RIGHTS TO INSPECT FACILITIES AND EQUIPMENT

The City or any of its duly authorized representatives reserves the right to inspect the Contractor's facilities and equipment, as the City deems reasonably necessary, to verify

compliance with the terms of the Agreement either on a continuing or random inspection basis. The City shall conduct the inspection of facilities and equipment during regular hours of operation. The Contractor shall make available to the City all reasonable assistance to facilitate performance of inspections.

SECTION 29 OWNERSHIP AND RISK OF LOSS FOR TRASH, BULKY TRASH, AND PROGRAM RECYCLABLE MATERIALS

Title to Trash, Bulky Trash, and Program Recyclable Material shall pass to the Contractor once the Contractor takes possession of the materials, and responsibility for its proper management in accordance with the Agreement and applicable law remains with the Contractor.

Service collaboration may from time to time require coordination and special collection to assist with law enforcement. The contractor agrees to follow reasonable requests by law enforcement for special collection of trash, recyclables, and bulky trash for investigative purposes.

SECTION 30 LIQUIDATED DAMAGES

30.1 Liquidated Damage Amounts

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collections will be noted but no Liquidated Damages will be assessed for up to five (5) service units missed on any route. Any misses of over five (5) Service Units on any route will not be covered by the grace period. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement.

(i) Violation of any local, State, or Federal regulations

$500 each incident

(ii) Failure to clean up leakage, spills, or litter caused by the Contractor within two (4) hours of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier

$250 each incident

(iii) Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances

$100 each incident

(iv) Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement

$250 each incident

(v) Failure to provide a timely or complete daily, monthly, or annual report

$250 each incident

(vi) Missed Collection

$50 for failure to collect a missed collection within one business day of notification of each missed service. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a non-set-out or Unaccepted Set-out

(vii) Missed Block Collection

$500 for each incident of the Contractor failing to pick up material on a block containing multiple service units. A missed block is defined as one side of a street between cross streets or an entire cul-de-sac where at least three service units report that their material was set out before at the correct time and was not picked up and the address was not reported and documented by the Contractor as a non-set-out or Unaccepted Set-out

(viii) Failure to Provide Collection Services within specified Hours of Operation

$250 for each Contractor vehicle providing Collection Services up to 2 hours before or 2 hours after the specified start and end times for that type of Collection Service

$500 for each Contractor vehicle providing Collection Services 2 hours or more before or after the specified start and end times for that type of Collection Service

(ix) Failure to Complete a Majority (50%) of the collections on a given day

$2,500 each incident

(x) Failure to collect materials from a Missed Collection Hot Spot location. A Hot Spot location includes a home that has submitted more than two valid Missed Collection complaints within a six (6) month period, and not reported and documented by the

Contractor as a non-set-out or Unaccepted Set-out, and requested by the City to make the location a hot spot for driver documentation of service completion

$250 each incident

(xi) Failure to respond to deliver a new Cart or respond to a Cart maintenance request within two (2) business days of receiving a request from the City. [Note: Applies only if the City elects to makes Contractor responsible for Cart maintenance]

$100 each incident

(xii) Failure to return Cart or Container to approximately original location

$50 each incident

(xiii) Placing Recyclable Material in Solid Waste containers or vehicles without City authorization

$1,000 each incident

(xiv) Failure to provide updated route maps to City after change in routing

$50 per day each day beyond thirty (30) calendar days after change in routing

(xv) Failure to leave an education tag when material that is inappropriately prepared is not collected

$100 each incident

(xvi) Distributing Carts or other Containers that do not meet specifications in this Agreement

$100 each incident

(xvii) Failure to respond to any customer complaint received by the close of the following business day

$100 per business day thereafter per incident

(xviii) Failure to report or documents complaints or complaint responses

$50 per business day after the close of the business day following the date of the incident

(xix) Failure to provide Collection Services on any scheduled Collection Day on or after the Service Commencement Date

$3,000 each day

(xx) Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of Residential Service Units

$50,000 as a one-time cost and $15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

(xxi) Failure to market Recovered Materials

$2,500 per occurrence

(xxii) Disposal of Program Recyclable Material without City Authorization

$2,500 per occurrence.

30.2 Performance Incentive

The City and the Contractor shall track Missed Collections on a monthly basis for the Trash, Recycling, and Bulky Waste streams. If the number of missed collections for a collection stream in a given month is less than or equal to the lowest monthly total for that waste stream for all previous months during the Contract Term, then the City shall waive all liquidated damages for Missed Collections for that collection stream for that month.

However, if the number of Missed Collections for the month is greater than the lowest monthly total for that waste stream for all previous months during the Contract Term, then the City has the right to assess and Contractor shall pay the associated Missed Collection liquidated damage fee per collection as stated in Section 30.1 for each individual Missed Collection that occurs within that waste stream for that month.

SECTION 31 PERFORMANCE SECURITY

At least one (1) month prior to the Service Commencement Date, the Contractor shall make, execute and deliver to the City a good and sufficient letter of credit (preferred) or performance bond (alternate) to secure the full, complete and faithful performance of the terms and conditions of the Agreement. Such letter of credit or performance bond shall be in an amount equal to at least [Enter Amount], such amount being equivalent to at least six (6) months projected fees. The amount of the letter of credit or performance bond shall be increased when necessary to maintain a minimum six (6) month equivalency to the costs of providing Services by and through this Agreement and renewed each year throughout the Agreement Term.

31.1 The Letter of Credit

Contractor may provide a standby Letter of Credit ("LOC") issued by a state or national banking association acceptable to City (or a cash deposit) in the form attached hereto as Appendix E which LOC (or cash deposit) shall be for the Initial Term of this Contract and any Optional Renewal Term in the amount specified above. Without limiting any other indemnity provisions herein, said LOC (or cash deposit) shall guarantee full, satisfactory and complete performance of this Agreement by the Contractor and indemnify the City against any loss, expense, cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

The Contractor agrees to renew the LOC prior to its expiration so the LOC shall remain in full force and effect during the entire Agreement Term, including any extension. Upon each renewal, the amount of the LOC shall be in its original amount or such greater amount as is necessary to equal and maintain a sum equal to at least six (6) months projected fees for Services provided by Contractor by and through this Agreement. Contractor shall provide the City evidence that the LOC has been renewed at least thirty (30) days prior to its scheduled expiration date. If Contractor fails to timely provide City with such verification of renewal, City shall be authorized to immediately, and at any time prior to the expiration date of the LOC, to make presentment of the LOC.

The only requirements for presentment of the LOC accepted hereunder by City shall be the presentation of the original thereof, together with an affidavit executed by the City stating that Contractor is in breach or default under the terms of this Agreement. City shall require a local banking association to be named as a confirming bank for purposes of presentment and collection. Anytime that Contractor replaces the then current LOC with a new LOC of equal or greater value during the Initial Term and any Optional Renewal Term of this Agreement the City shall upon receipt of the new LOC return the expired equal or lower valued LOC to Contractor. The last and then current LOC shall be returned to Contractor upon Contractor's satisfactory completion of this Agreement.

31.2 The Performance Bond

The Performance Bond shall be executed by a surety company licensed to do business in the State of Arizona in the form attached hereto as Appendix F and shall be for the Initial Term of this Contract and any Optional Renewal Term in the amount specified above. The Performance Bond shall be reviewed and updated on an annual basis, if necessary, by Contractor in its original amount or such greater amount as is necessary to equal and maintain a sum equal to at least six (6) months projected fees for Services provided by Contractor by and through this Agreement. Without limiting any other indemnity provisions herein, said Performance Bond shall guarantee full, satisfactory and complete performance of this Agreement by the Contractor and indemnify the City against any loss, expense, cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

The Contractor shall pay any and all premiums for the Performance Bond described above. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond. Such certificate shall be submitted to the City with the bond and any renewal and/or increase thereof. The surety on the bond shall also be authorized to underwrite federal obligations as reflected on the United States Department of the Treasury Circular 570.

SECTION 32 FORCE MAJEURE

Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; or

(iii) Suspension, termination or interruption of utilities necessary for performance of the Services.

To be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section, time is of the essence.

SECTION 33 RECORDKEEPING

The Contractor shall maintain at the local customer service office adequate records relating to the performance of their respective duties under this Agreement. The Contractor shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, intending thereby to separate the accounting records of the City's operation from its other operations. The records of the Contractor applicable to its performance under this Agreement shall be made available at any time during reasonable business hours for inspection by the City and for a period of five (5) years after last or final payment. At a minimum, the Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

(i) Document services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City

(ii) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, source of material, route, and other information as requested by the City

(iii) Document missed collections and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collection

(iv) Document damaged Carts by address, description of damage, and other information as requested by the City

(v) Document the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City

(vi) Document complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City

(vii) Document inactive accounts by address and other information as requested by the City

(viii) Document damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring

(ix) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City

(x) Document loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, unaccepted loads by weight and date collected, and other information as requested by City. A monthly and annual summary shall also be submitted to the City

(xi) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet the City's reporting requirements.

SECTION 34 REPORTING

The Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.

(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City

(iii) Missed collections and Unaccepted Set-outs by date, time, and address.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

SECTION 35 INVOICING

The Contractor shall invoice the City for Residential Services on a monthly basis for the previous month's service. The invoice shall be based on the Contract Rates multiplied by the number of applicable units. The invoice shall include a full itemization of services and costs by service type and unit counts, and all costs and charges taken from the current schedule of services and fees established by the City's Agreement. This report shall accompany the Contractor's invoice for payment and shall be received by the Environmental Manager or designee no later than the 15th of the next month. Within thirty (30) calendar days of receiving

the Contractor's invoice, the City shall remit to the Contractor payment for the amounts on the invoice less disputed amounts, Liquidated Damages, and payments withheld.

The Contractor shall invoice the City based on the number, size, and Collection frequency for in-service Carts and Containers at City Facilities charged at applicable Contract Rates in Appendix D.

APPENDIX A
CONTINGENCY PLAN

[**NOTE:** The successful Proposer's Contingency Plan, upon approval by the City, shall be included as an Appendix to the final awarded Agreement.]

APPENDIX B
TRANSITION PLAN

[NOTE: The successful Proposer's Transition Plan, upon approval by the City, shall be included as an Appendix to the final awarded Agreement.]

APPENDIX C
RESIDENTIAL COLLECTION SERVICES UNIT PRICES

[NOTE: Appendix C will be updated and included as an Appendix to the final awarded Agreement, based on terms agreed to by the City and the successful Proposer.]

APPENDIX D
CITY FACILITIES UNIT PRICES

[NOTE: Appendix D will be updated and included as an Appendix to the final awarded Agreement, based on terms agreed to by the City and the successful Proposer.]

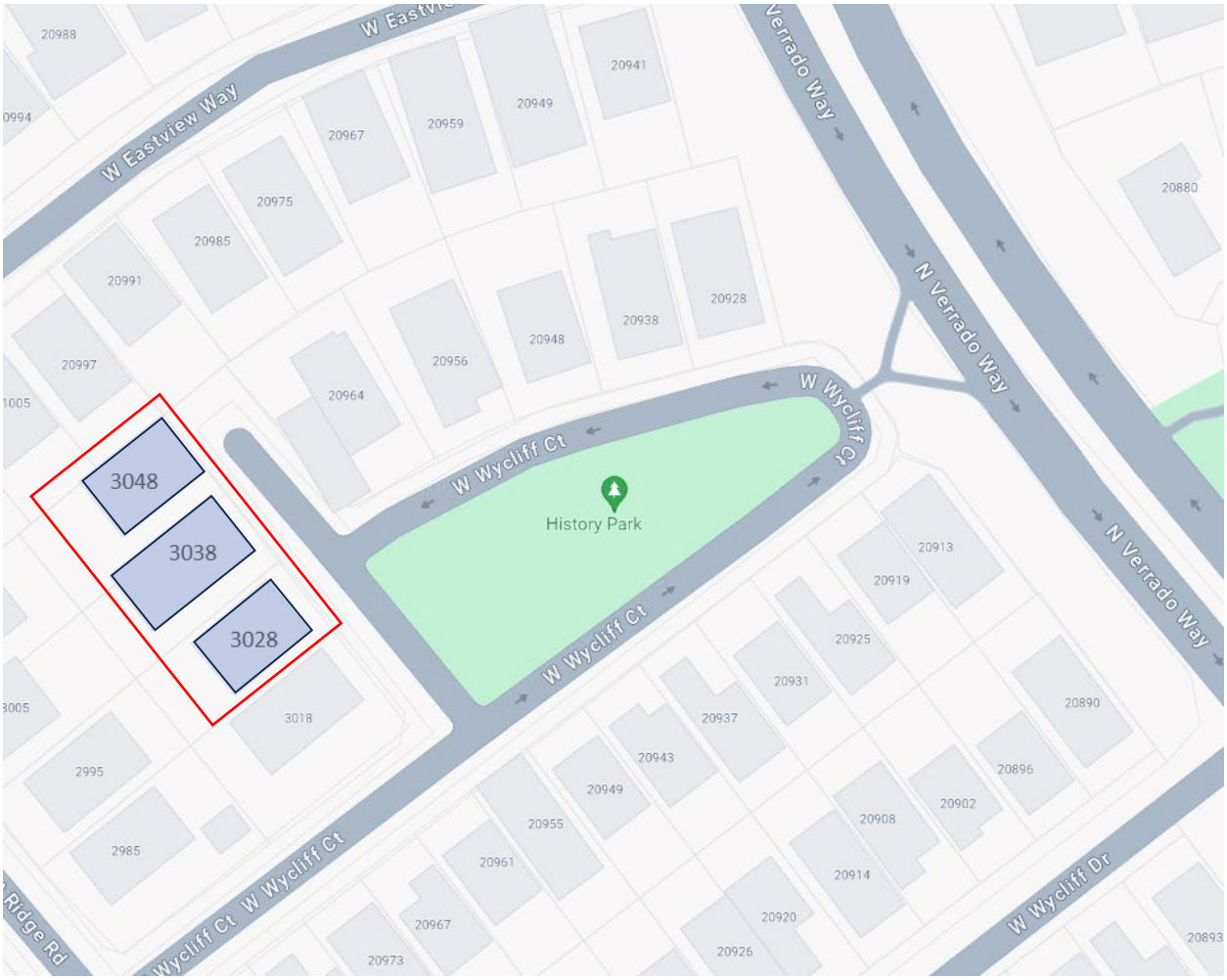
APPENDIX E
LETTER OF CREDIT

[City to Insert Standard Letter of Credit Template]

APPENDIX F
PERFORMANCE BOND

[City to Insert Standard Performance Bond Template]

APPENDIX G
SAFETY-RELATED CARRY-OUT SERVICE LOCATIONS



Note: For safety reasons, the Contractor is not permitted to back into the dead-end street in front of W Wycliff Ct #3028, #3038, and #3048. The Contractor is required to retrieve Carts from the curb in front of each unit, empty the Carts into the collection vehicle stopped on the main loop, and return the Carts to the curb in front of each unit.

APPENDIX H
ON-BOARD TECHNOLOGY SPECIFICATIONS

[To be updated with technology specifications from the Proposal at the conclusion of the RFP]

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
ALLIED WASTE TRANSPORATION, INC. dba REPUBLIC SERVICES OF PHOENIX
Contract No. 2024135

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Allied Waste Transportation, Inc. dba Republic Services of Phoenix, a Delaware corporation (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, "RFP 2024135 Solid Waste Collection Services," (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from contractors for Solid Waste Collection Services.

B. The Contractor submitted a Proposal in response to the RFP (the "RFP Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor to provide Solid Waste Collection Services (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of December 1, 2024, and shall remain in full force and effect until December 1, 2031, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial term, this Agreement may be renewed for up to three (3) successive one (1) year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods,

techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor.

3. Compensation. The City shall pay the Contractor for the Services at the rates set forth in the Pricing Summary, attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this

Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this

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

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

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

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

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

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

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

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

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

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

14.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future

employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or

modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (B) for which a change order is executed.

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts the Contractor owes to the City for damages that have been reduced to a judgment resulting

from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

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

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

If to Contractor:
Allied Waste Transportation, Inc., dba Republic Services of Phoenix
1855 E. Deer Vallery Road
Phoenix, Arizona 85024
Attn: Alberto Guardado, General Manager
Email: Aguardado@republicservices.com
Ph: (623) 241-8420

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

16.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except

as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Agreement.

16.16 Information Technology.

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

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

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

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

E. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been

compromised, the Contractor shall immediately notify the City Manager, or authorized City designee. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

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

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

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

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

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the

duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, Exhibit C (form of Performance Bond), Exhibit B (the Pricing Summary), Exhibit A (the Proposal), the RFP, and the Purchase Order, the documents shall govern in the order listed herein.

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

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

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

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

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

16.26 Supplemental Terms and Conditions. The following supplemental terms and conditions and/or documents are part of this Contract:

C. Performance Bonds

Bonds: The Contractor shall provide a performance bond in the form attached hereto as **Exhibit C.**

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

"**Contractor**"

ALLIED WASTE TRANSPORATION, INC., dba REPUBLIC SERVICES OF PHOENIX, a Delaware corporation

Alberto Guardado

Alberto Guardado, General Manager

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAApQ25244M442aOrNqHejBMD-H

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
ALLIED WASTE TRANSPORATION, INC. dba REPUBLIC SERVICES OF PHOENIX

[PROPOSAL]

See following pages.

Solid Waste Collection Services

RFP No. 2024135

Submitted by:

Michael Celaya
Area Senior Manager, Municipal Sales
Republic Services

Submitted:
March 18, 2024

REPUBLIC® SERVICES

Sustainability in Action

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6.3 Cover Letter

March 16, 2024

Diana Landeros, Contracts Administrator
Finance Department
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326

Request for Proposals RFP No. 2024135 Solid Waste Collection Services

Dear Ms. Landeros,

Allied Waste Transportation Inc. d/b/a Republic Services (EIN 20-4754255) has been a reliable and current service provider to the City of Buckeye tor over 25+ years. We are pleased to provide our proposal for the RFP regarding the Solid Waste Collection Services. As an industry leader for over 70 years of experience, we have carefully reviewed all relevant documents that include the City's Request for Proposals, Professional Service Agreements, all attachments, exhibits, addenda. and engaged our in-house experts to ensure accuracy of our proposal.

As the current service provider to the City of Buckeye, Republic Services has been one of the most experienced solid waste and recycling service providers for over 70 years in the nation. Republic Services is an industry leader providing the strength and backing of a renowned national network. Republic is currently handling more than 100 million tons of solid resources annually for nearly 14 million customers nationwide, while locally employing nearly 2,000 united employees with decades of experience, diversified capabilities and expertise serving clients of all sizes, including, proudly serving the City of Apache Junction, AZ, Fountain Hills, AZ, Chula Vista, CA, City of Garden Grove, CA, and Carlsbad, CA. Our national strength is why we are offering the City of Buckeye a proposal that encompasses the City's preferences for a source separated two container collection system.

Republic is additionally equipped to facilitate a smooth expansion of the City's collection services and compliance with statewide recycling initiatives should the city want to restart their recycling services. To ensure a seamless transition to the new contract terms, we aim to utilize all existing capital and equipment in the City's service area, including trucks, carts, dumpsters, and will acquire additional equipment as needed.

As a proven service provider, we are confident in our ability to meet and exceed all requirements of the "Scope of Work." We have the financial capacity to procure additional equipment and provide services as specified in the RFP assets and capability to procure additional equipment and provide all services as specified in the RFP and Professional Service Agreement, offering the lowest risk and greatest continuity for the City.

As indicated in the following Certificate of Secretary, I am authorized to make representations for Republic during the proposal process and I am authorized to execute the contracts with the City of Buckeye on behalf of Republic Services. I may be reached at (623) 241-8420, or AGuardado@republicservices.com. Or at 4811 W. Lower Buckeye Road, Buckeye, AZ 85043

I appreciate the City's consideration of Republic's response and look forward to the opportunity to continue servicing the City of Buckeye.

Sincerely,

Alberto Guardado

General Manager

Certificate of Secretary

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL
TO PROVIDE SOLID WASTE COLLECTION
FOR THE CITY OF BUCKEYE
IN THE STATE OF ARIZONA**

The undersigned, Secretary of **ALLIED WASTE TRANSPORTATION, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ALBERTO GUARDADO** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 15th day of March, 2024.

Lauren McKeon

Lauren McKeon, Secretary

Certificate of Good Standing

23100408177027

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

ALLIED WASTE TRANSPORTATION, INC.

ACC file number: F08230048

a foreign corporation, was authorized to transact business or conduct affairs in the State of Arizona on 11/05/1997;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: **10/04/2023**

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
• 1912 •

Douglas R. Clark, Executive Director

Acknowledgement of Amendments

SOLICITATION AMENDMENT
RFP NO. 2024135
CITY OF BUCKEYE
AMENDMENT NO. 1

NOTE: Attach to Original Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return for attachment to your bid no later than 3:00 PM, March 18, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFP No. 2024135 – REQUEST FOR PROPOSALS SOLID WASTE COLLECTION SERVICES
Last Day for Questions: **March 11, 2024, no later than 3:00 PM local time**
Bid Due Date and Time: **March 18, 2024, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.

QUESTIONS ASKED BY CONTRACTORS:

1. Can the City please clarify if the 4,020 in-ground residential units described in section A2.2 is in addition to the 33,149 units in Table A-2 meaning 37,169 total units or are the in-ground units a portion of the 33,149 total units? (4,020 in-ground units + 29,129 standard units = 33,149 total units)
    a. The in-ground units are 4,020. The above ground are 33,149. The total homes serviced is 37,169.

2. Can the City confirm that the initial term is only for one year with nine, one-year extensions?
    a. The initial term is 7 years. There is a possibility of three years of extension, the three years taken at the city's discretion, collectively or individually.

3. Can firms submit an alternative processing-only proposals?
    a. Firms may submit any alternative, but also must answer the questions asked.

4. Per Section 6.6.1. – B.1, does the 30,000-household aggregate for the references mean the total households served for all three references or 30,000 for each reference?
    a. It should be 30,000 (or very close to 30,000) for each reference.

5. Due to the size and scope of the work under this agreement, would the City please grant a one-month extension on the proposal deadline to April 15th and extend the question deadline to March 18th to allow proposers sufficient time to review the City's answers to proposer questions and develop the comprehensive, high-quality solutions Buckeye is seeking for your community.
    a. The date is set to close March 18th at 3:00 PM

6. Is a bid bond required?
    a. A bid bond is not required, a Performance Bond will be required as noted in Section 31.2, from the awarded contractor.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BID AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFP NO. 2024135 – SOLID WASTE COLLECTION SERVICES

AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: February 28, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of **Company** Republic Services

Authorized Signature: Michael Celaya

Print Name and Title: Michael Celaya, Area Sr. Manager of Municipal Sales

Date: March 16, 2024

Address: 1855 E. Deer Valley Road

City, State, Zip Code: Phoenix, Arizona 85024

Telephone Number: (480) 233-4294

Email Address: mcelaya@republicservices.com

SOLICITATION AMENDMENT
RFP NO. 2024135
CITY OF BUCKEYE
AMENDMENT NO. 2

NOTE: Attach to Original Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return it for attachment to your Proposal no later than 3:00 PM, March 18, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFP No. 2024135 – REQUEST FOR PROPOSALS SOLID WASTE COLLECTION SERVICES
Last Day for Questions: **March 11, 2024, no later than 3:00 PM local time**
Proposal Due Date and Time: **March 18, 2024, no later than 3:00 PM local time.**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the proposal.

QUESTIONS ASKED BY CONTRACTORS:

1. Sections 6.6.13, bullet point C on page 28 for the RFP reference documentation demonstrating compliance with the minimum specifications in Section 15 of Exhibit A to the Agreement? On what page of the RFP are those specifications listed?
   a. A reference error has been found. Our apologies. The correct reference is Section 15 of "Exhibit D, Appendix 1 to Professional Services Agreement". This error occurs on page 26, section 6.6.6, page 27, section 6.6.9, and page 28, section 6.6.13.

   b. This section may be found on pages 106-111 of the RFP pdf document.

2. How many cart actions (deliveries, removals, and exchanges did the City perform in 2023)?

   a. There were 5,537 dispatch orders issued in calendar year 2023, including moving 4,045 trash cans and 3,344 recycle cans. The following is broken out into individual deliveries:
      i. Swaps – 762 trash, 523 recycle, trash and recycle 476.
      ii. New homes – 1,951 (trash and recycle deliveries)
      iii. Replace – 345 trash, 214 recycle, 187 trash and recycle.
      iv. Repair - 86 trash cartwheels, 70 trash cart lids, 37 recycle cartwheels, 44 recycle cart lids.

v. Extra carts – 338 trash carts
vi. Remove – 277 trash carts, 82 recycle, 138 trash and recycle.

3. If a contractor does not wish to propose a price for an optional service, will they still be considered responsive for the overall RFP? How would the City like the that reflected on the pricing sheet?

   a. Each respondent will be evaluated based on their total response. If no proposed price is given, provide an explanation.

   b. Input a zero (0) for the price and add an addendum in the written response referencing the reason for the zero.

4. How many and what types of material did the City collect in 2023 via the HHW drop off?

   a. The total volumes of each material type collected were not recorded. There were 550 customer requests, 470 customer drop-offs, and 36,348 lbs. of material received. All material was weighed on a scale when received. The average drop off was 78lbs per customer.

   b. Only household waste as received, including any item that may be purchased off the shelf at the local general supermarkets: paint (latex and oil based), stains, antifreeze, all automotive fluids, general household cleaners, batteries -all chemistries up to as large as car batteries, spray paints and other compressed gas cans, pool chemicals – all types, mercury switches. Additionally, there were 3 unknowns.

5. Knowing the maximum file size is 1000B, what is the page limitation for the maximum file size accepted?

   a. No page limitation has been set; brevity is valued, and verboseness is discouraged.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED REQUEST FOR PROPOSAL AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFP NO. 2024135 – SOLID WASTE COLLECTION SERVICES

AMENDMENT NUMBER 2
AMENDMENT ISSUE DATE: March 1, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Republic Services

Authorized Signature: Michael Celaya

Print Name and Title: Michael Celaya, Area Manager of Municipal Sales

Date: March 16, 2024

Address: 1855 E. Deer Valley Road

City, State, Zip Code: Phoenix, Arizona 85024

Telephone Number: (480) 233-4294

Email Address: mcelaya@republicservices.com

SOLICITATION AMENDMENT
RFP NO. 2024135
CITY OF BUCKEYE
AMENDMENT NO. 3

NOTE: Attach to Original Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return it for attachment to your Proposal no later than 3:00 PM, March 18, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFP No. 2024135 – REQUEST FOR PROPOSALS SOLID WASTE COLLECTION SERVICES
Last Day for Questions: **March 11, 2024, no later than 3:00 PM local time**
Proposal Due Date and Time: **March 18, 2024, no later than 3:00 PM local time.**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the proposal.

THE FOLLOWING EXHIBITS HAVE BEEN ADDED TO THE OIRIGINAL RFP:

Exhibit E: City of Buckeye Pick up Locations
Exhibit F: Performance Bond

QUESTIONS ASKED BY CONTRACTORS:

1. Can the City please clarify if Two-Day Collection means that Trash will need to be serviced twice per week or if the term means that Trash and Recycling can be collected on different days but once per week each?
   a. TWO-DAY COLLECTION REFERS TO TRASH AND RECYCLING ON DIFFERENT DAYS. THIS WOULD BE NECESSARY IN ALLEY SERVICE AREAS WITH LIMITED ROOM FOR BOTH CANS TO BE OUT ON THE SAME DAY.

2. Can the City please provide the current location where recyclables are brought for processing and also provide the fee per ton for materials
   a. AS CURRENT MATERIAL HANDLING IS NOT PART OF THE RFP, REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

3. Can the City provide the number of units that are currently serviced within one-way alleyways?
   a. WE HAVE NOT COUNTED THIS NUMBER, BUT THE ESTIMATE IS 1,500 HOMES

4. PG 7 of the RFP – Section R18-13-308 of the Arizona Administrative Code and Chapter II, Section 5, Regulation 4.a of the Maricopa County Environmental Health Code: Can the City clarify what variable has been reached in order to allow for only once per week collection of refuse?
   a. THE RESPONDER MUST APPLY FOR A VARIANCE WITH ADEQ/MC ESD.

5. Can the City please provide the number and amount of administrative fines/liquidated damages assessed for each material collection for each of the past 2 years?
   a. AS CURRENT COSTS FOR CUSTOMER CARE IS NOT PART OF THE RFP, REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

6. Could the City please provide the last 6 months of invoices paid to the actual incumbent?
   a. AS CURRENT COSTS ARE NOT PART OF THE RFP, REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

7. Can the City please provide the number of routes that are run per day per material stream? (garbage, recycle, yard waste)
   a. CURRENT ROUTES ARE OPERATED AT THE DISCRETION OF THE CONTRACTOR, AND OUTSIDE OF THE SCOPE OF THE RFP.

8. Can the City please confirm that the Contractor will be paid for the service of additional carts on a monthly basis for this upcoming contract?
   a. THE RESPONDENT MUST PROPOSE THE PRICE THEY WOULD LIKE TO CHARGE FOR THE ADDITIONAL CARTS.

9. Can the City please provide the number and type of specialty trucks used by haulers for difficult areas to service?
   a. THE METHOD OF COLLECTION IS UP TO THE CONTRACTOR TO PROVIDE.

10. Can the City please clarify what permits and licenses would be required in order to lawfully provide collection services to the City?
    a. THE CITY REQUIRES THE HAULER BE LICENSED WITH THE CTIY. OTHER STATE AND COUNTY LICENSING AND PERMITS ARE THE RESPONSIBILITY OF THE VENDOR.

11. Will the Contractor need to replace all carts for this agreement, or can the existing carts be utilized?
    a. THE EXISTING CARTS ARE OWNED BY THE EXISTING CONTRACTOR. THE PROPOSER WOULD NEED TO SUBMIT A METHOD TO SWAP THESE OUT.

12. Can the City please provide how bulky waste is currently collected?
    A. BULKY WASTE IS COLLECTED BY HAND. THE EXPLANATION OF EXISTING SERVICE MAY BE SEEN IN THE RFP, PG 54 OF EXHIBIT A, BACKGROUND INFORMATION

13. Can the City please confirm that there is no franchise fee associated to this agreement?
    a. THERE IS NO FRANCHISE FEE.

14. Could the City please provide tonnage reports (or disposal tickets), by day and by truck identification or load identification for the years 2022 and 2023 for each waste stream collected (residential solid waste and recycling)?
    a. DAY BY DAY TONNAGE IS THE RESPONSIBILITY OF THE HAULER. THE ANNUAL FOR 2022 WAS 8,602 TONS RECYCLING, AND 35,176 TONS TRASH, AND 2023 WAS 9,100 TONS RECYCLING AND 37,222 TONS TRASH

15. Could the City please provide the number of tons of recyclables each year for the past 2 years?
    a. THE ANNUAL FOR 2022 WAS 8,602 TONS RECYCLING, AND 35,176 TONS TRASH, AND 2023 WAS 9,100 TONS RECYCLING AND 37,222 TONS TRASH

16. Can the City please provide the "hard to reach areas" in a map?
    a. PLEASE SEE THE RFP, EXHIBIT A, AND THE MAP ON PAGE 67

17. Is there any Minority goal stablished for this contract?
    a. THERE ARE NO MINORITY GOALS. IN ALL ACTIVITIES THE CITY CELEBRATES DIVERSITY, AND EXPECTS THE HIGHLY QUALIFIED STAFF WITHOUT REGARD OF RACE.

18. Can the City please provide the current tip fee per ton at the Southwest Regional Landfill?
    a. THE CURRENT GATE RATE IS $44.69 PER TON, SET ON MARCH 1, 2024.

19. Can the City clarify if it is the preference to award all components (cart maintenance, City facilities, in ground collection, standard collection) to a single hauler?
    a. PREFERANCE WILL DEPEND ON THE PROPOSED IMPLEMINTATION METHODS. AT THE CITY'S DISCRETION, IF A HIGHLY QUALIFIED PROPOSAL IS AWARDED TO AN IN-GROUND SERVICE ONLY PROVIDER, THERE IS A POSSIBLIITY FOR TWO SERVICE PROVIDERS.

20. Section 3.7 – Does the City also seek to receive the option of up to six (6) collections annually per household on a fixed schedule in addition to the appointment basis?
    a. PER SECTION 3.7, PAGE 11 OF THE RFP, PLEASE PROVIDE THE REQUESTED INFORMATION. PREFERANCE WILL DEPEND ON THE PROPOSED IMPLEMINTATION METHODS.

21. Can the City please clarify if a Household Hazardous Waste program can be subcontracted to a company that specializes in this type of collection?
    a. THE RESPONDENT MAY SUBCONTRACT THIS ACTIVITY.

22. Can the City please provide the Company that currently collects the Household Hazardous Waste?
    a. HHW IS HANDLED BY IN-HOUSE STAFF. THAT SAID, CURRENT SERVICE PROCESSES ARE NOT PART OF THE RFP. FURTHER REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

23. the City clarify if multiple collections will be required for the carts described for the "up to five" events each year? Or will the Contractor only need to supply the carts and then remove the carts for a one-time collection?
    a. FOR THE SMALLER EVENTS, ONE-TIME COLLECTION IS ACCEPTABLE. FOR THE AIR FAIR, MULTIPLE COLLECTIONS MAY BE NEEDED.

24. Can the City please provide the historical increases of the CPI under the current agreement for the past 5 years?
    a. THE CURRENT SERVICE AGREEMENT IS NOT PART OF THIS RFP. REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

25. Can the City confirm that the Contractor will be responsible for receiving and processing all communication from residents under this contract?
    a. RESIDENTIAL ACCOUNT MANGEMENT AND COMMUNICATION IS HANDLED BY THE CITY. ESCALATED COMPLAINTS MAY REQUIRE THE CONTRACTOR TO HAVE CUSTOMER COMMUNICATION.

26. Section 6.6.5 items H&I – can the City confirm if this applies to the total amount of tons that the facility receives or if this is only applicable to the facility(ies) that receive the City's material?
    a. THIS REFERANCES THE FACILITY THAT IS PROPOSED TO BE USED TO PROCESS THE MATERIAL ACCEPTED UNDER THIS CONTRACT.

27. Can the City provide known disposal locations that accept residential trash?
    a. RESIDENTIAL TRASH IS CURRENTLY TAKEN TO THE SOUTHWEST REGINAL LANDFILL. THE RESPONDERS WILL PROVIDE ADDITIONAL DISPOSAL LOCATIONS IF ALTERNATIVE LOCATIONS ARE TO BE CONSIDERED.

28. Table 10-9. For option 1, can the City please confirm if this rate should be provided as a monthly "rental" rate that would be charged to the resident? Or would the City prefer to see this as the total cost of the cart per option?
    a. AS DEFINED BY THE TABLE, OPTION ONE IS A "RENTAL" PER CART PER MONTH. ALL CHARGES ARE TO THE CITY, NOT TO THE RESIDENT. THE CITY MAINTAINS THE ACCOUNTS.

29. Can the City please provide the number of new units issued on a monthly basis for the past 12 months?
    a. THE CITY HAD JUST UNDER 2,000 NEW LIVING UNITS OPEN IN THE LAST 12 MONTHS.

30. Can the City please provide the anticipated number of units that will be added prior to the Commencement Date?
    a. THE CITY IS ANTICIPATING 1,500 NEW LIVING UNITS ADDED BEFORE THE COMMENSEMENT DATE.

31. Can the City please provide an anticipated award date of the contract?
    a. AS NOTED IN THE RFP, PAGE 4, SECTION 1.3, AN AWARD DATE WILL OCCUR AFTER SUCCESSFUL NEGOTIATIONS, AND OTHER CONSIDERATIONS AS NOTED IN THIS SECTION.

32. Can the City please confirm the Commencement Date of 12/1/2024?
    a. IT IS ANTICIPATED THAT THE COMMENCEMENT OF THIS NEW CONTRACT MAY BE ON 12/1/2024

33. Can the City please provide what the discounted monthly rate for vacation holds is currently per unit?
    a. AS CURRENT COSTS ARE NOT PART OF THE RFP, REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

34. Can the City please clarify what the discounted monthly rate for vacation holds per unit will be for the upcoming contract? Will this be negotiated?
    a. AS NOTED IN THE RFP, THROUGHOUT, THE APPLICANT WILL PROPOSE RATES AND NEGOTIATION WILL OCCUR.

35. For the Sun City Festival Development, can the City please confirm that the 30-gallon in-ground containers are customer owned and will not need to be supplied by the Contractor?
    a. 30 GALLON CONTAINERS ARE OWNED AND MAINTAINED BY THE PROERTY OWNER.

36. Table A-1: Can the City clarify if residents are allowed to request an extra cart for recycling for an additional fee? Will there also be a monthly service fee for these as the Contractor is responsible for the disposal?
    a. THE RESPONDER SHALL PROPOSE AN IMPLEMENTATION PLAN FOR RECYCLE SERVICE.

37. Section B7 – Can the City please clarify when the future build of 3,000 homes for in-ground services is anticipated to be completed?

a. AS CONSTRUCTION AND HOME BUILDING IS ENTIRELY MARKET BASED, THE CITY IS NOT ABLE TO SPECULATE.

38. Section 16.23 – Can the City please confirm that the Contractor for the services awarded under this RFP will be the sole provider of services?
    a. YES, AS NOTED IN SECTION 1, PAGE 4 OF THE RFP, WITH THE PROVISO THAT, AT THE CITIY'S DISCRETION, A SEPARATE CONTRACT MAY OCCUR IF A HIGHLY QUALIFIED VENDER SUBMITS FOR IN-GROUND CAN SERVICE ONLY. IN WHICH CASE, TWO VENDORS COULD PROVIDER RESIDENTIAL SERVICE. ONE FOR IN-GROUND, AND ONE FOR NINTY SIX GALLON CARTS.

39. Fiscal Year definition: Can the City please clarify if this definition should be from August 1 to July 31st or is July intentionally excluded from this timeframe?
    a. THE CITY FISCAL YEAR IS JULY 1 TO JUNE 30.

40. Section 5.1.2 (page 100 of RFP) – Can the City please clarify the requirement of units who choose non-participation of the recycling program to obtain a second refuse container? Is this applicable to the current contract? According to Table A-3, this would mean that approximately 25,000 units would need to either choose recycling participation or request a 2nd cart.
    a. EACH CUSTOMER IS REQUIRED TO MAINTAIN ONE TRASH AND ONE RECYCLE CART. ADDITIONAL TRASH CARTS ARE AN ADDITIONAL EXPENSE. NON-PARTICIPATION IS AT THE CUSTOMER'S DISCRETION. FURTHER INFORMATION ON THE EXISTING SERVICE IS NOT PART OF THE RFP, REQUESTS FOR CURRENT SERVICE INFORMATION MAY BE SUBMITTED TO THE CITY CLERK IN THE FORM OF A RECORDS REQUEST.

41. Section 5.1.3 – is there a limit of trash bags that can be placed on top of the in-ground containers to be serviced?
    a. NO LIMIT HAS BEEN SET. THE RESPONDERS MAY PROPOSE LIMITS.

42. Section 5.1.5 – Can the City confirm that furniture and branches/brush can be comingled and disposed of at a landfill?
    a. FURNITURE AND GREEN WASTE MAY BE COMINGLED FOR DISPOSAL.

43. Section 14.3 Age of Collection Vehicles – Can the City confirm that this would include the extension years of the agreement? Meaning that new trucks would need to be purchased if contract is extended in order to comply with the 7-year average age?
    A. UPON COMMENCEMENT OF THE AGREEMENT, THE CONTRACTOR SHALL USE VEHICLES THAT ARE NOT MORE THAN 36 MONTHS OLD. THROUGHOUT THE INITIAL TERM AND ANY OPTIONAL RENEWAL TERMS THE AVERAGE AGE OF THE CONTRACTOR'S COLLECTION VEHICLE FLEET SHALL NOT EXCEED 7 YEARS.

44. Section 15.2 Cart Operations – Since the City is requesting cart operations as an optional component, then can the City please confirm that this would be at an additional cost to the City?
    a. THE RESPONDENT SHALL PROPOSE COSTS AS NOTED IN SECTION 15 OF THE RFP.

45. Can the City confirm if detailed route maps are required as part of the proposal submission or if a weekly collection schedule divided by route day will be sufficient for each material?
    A. PER SECTION 5.4 OF THE RFP, PAGE 102, WITHIN 6 MONTHS OF SERVICE THE CONTRACTOR WILL PROVIDE ROUTE MAPS OF ALL COLLECTION SERVICES FOR THE CITY, AND ANNUALLY THEREAFTER FOR ALL UPDATED SERVICE ROUTES.

46. Can the City please clarify if the 4,020 in-ground residential units described in section A2.2 is in addition to the 33,149 units in Table A-2 meaning 37,169 total units or are the in-ground units a portion of the 33,149 total units? (4,020 in-ground units + 29,129 standard units = 33,149 total units)
    a. THE 4,020 IN-GROUND CUSTOMERS IS IN ADDITION TO THE 33,149 NINETYSIX GALLON CART CUSTOMERS, FOR A TOTAL OF 37,169 CUSTOMERS.
47. This section requests a performance bond licensed to do business in Arizona ...and mentions a form attached hereto as Appendix F F. However no from is in this section. can the City provide said form?
    a. Performance Bond has been added to the amendment.
48. Can the City provide a list of active resident addresses for trash and recycling and what services are provided (i.e. curbside, in-ground)? This question pertains to the RFP request to provide detailed service maps with various options and data needed to build out service maps

EXHIBIT F
TO
AMENDMENT 3

PERFORMANCE BONDS

Performance Bond

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
_____
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
_____
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____, 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

_____
PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL) Address: _____

_____
Witness as to PRINCIPAL

_____
Address

SURETY'S ATTEST:

_____
SURETY

By: _____

(SEAL) Address: _____

_____
Witness as to SURETY

_____
Address

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED REQUEST FOR PROPOSAL AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFP NO. 2024135 – SOLID WASTE COLLECTION SERVICES

AMENDMENT NUMBER 3
AMENDMENT ISSUE DATE: March 11, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Republic Services

Authorized Signature: Michael Celaya

Print Name and Title: Michael Celaya, Area Sr. Manager of Municipal Sales

Date: March 16, 2024

Address: 1855 E. Dear Valley Road

City, State, Zip Code: Phoenix, Arizona 85024

Telephone Number: (480) 233-4294

Email Address: mcelaya@republicservices.com

SOLICITATION AMENDMENT
RFP NO. 2024135
CITY OF BUCKEYE
AMENDMENT NO. 4

NOTE: Attach to Original Request for Proposal. However, if the proposal has already been returned, complete this Amendment and return it for attachment to your Proposal no later than 3:00 PM, March 18, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

SOLICITATION: RFP No. 2024135 – REQUEST FOR PROPOSALS SOLID WASTE COLLECTION SERVICES
Last Day for Questions: **March 11, 2024, no later than 3:00 PM local time**
Proposal Due Date and Time: **March 18, 2024, no later than 3:00 PM local time.**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the proposal.

QUESTIONS ASKED BY CONTRACTORS:

1. Can the City provide monthly usage at the drop-off center for Household hazardous waste? Number of scheduled appointments and pounds/tons collected annually?

    a. For 2023, the city had 550 scheduled appointments and 470 actual HHW drop-offs providing ~37,000 lbs. of material.
        i. Tonnage for the last two years:
        ii. 2023 – 18 tons of HHW material
        iii. 2022 – 12 tons of HHW material

2. Can the City please clarify if bidders will need to submit a rate for every service option? For example, can a bidder submit a proposal for only delivering garbage to the Southwest Regional Landfill leaving tables 10-2 and 10-5 blank or N/A?

    a. Yes, if a bidder/proposer would like to not bring trash to other locations, that is the proposer's option. Explain this and leave the tables blank.
    b. This question would apply to bidding only the bundled contract option and not only in-ground containers and Table 10-12 City Facilities only.
        i. To clarify, there are only two submittals possible. The entire contract, or just in-ground containers. The bidder/proposer shall provide the description of the service option chosen.

3. Can the City please confirm that garbage and bulk waste can be mixed and collected with the same truck?

    a. Garbage and bulky trash may be mixed in the same truck. Yes.

4. Can the City please clarify where the cost of the initial delivery of carts should be included (if the City requests the contractor to do so)

    a. The city is depending on the responder to propose an agreeable financial plan to roll-out the carts with the residential customer service in mind. A payback plan over the length of the contract could be beneficial.

5. If trucks and equipment are brand new at the beginning of the contract, in order to provide the most beneficial proposal to residents, would the City eliminate the age limitation during potential extensions of the contract?

    a. The age limitation shall be maintained for the duration of the contract and any optional extension contract.

6. Can the City please review table 10.3? We believe that the 3rd column, rows 3 and 4 should read "Two Day Collection". This comment is the same for rows 5,6, 9, and 10 but stating "One Day Collection."

    a. Table 10-3 references various options for recycling. The subsequent rows are asking for pricing options given certain scenarios:
        i. Same day trash and recycle service for one recycle cart (row 1) and an additional recycle cart (row 2).
        ii. Separate date trash and recycle collection service for one recycle cart (row 3) and an additional recycle cart (row 3).
        iii. Rows 5 – 12 – various recycling material methods
        iv. Lines 13 – 16 would be twice per week trash collection. Two carts on the same day (row 13) additional carts (row 14), and a separate trash collection day (row 15) and an additional trash cart on that second collection day (row 16).

7. Page 46 of 136. Can the City please clarify what the difference in price for carts on the second table when compared to the first table is?

    a. Tabel 10-12 references optional city facility waste costs. The different parts (Part A, pages 46 – 48, and Part B, pages 48 - 51) references if the proposer offers a discounted rate for city facility waste disposal with this residential waste disposal contract, compared to what the rate would be if no discount were offered for the residential service.

8. Can the City please clarify why there are no services currently collected on Wednesday? Also, can the City please confirm that bids may use Wednesday to provide collection in order to provide the most competitive rate?

    a. State code requires two separate days of collection, or submittal for a variance to this code. When our schedule was instituted, it followed the two-day collection rule, with two collection days, collected three days apart. ADEQ/Maricopa County has approved variances for other entities, but there has been no rush to disrupt our citizens' service dates because of the impending changes that may occur with this new contract. We fully anticipate and would approve collection on Wednesdays under this new contract.

9. Can the City please confirm that residents who opt out of recycling collection will still pay the same rate as other residents and not a discounted rate?

    a. All residents shall pay the same rate, regardless of participation or opt-out status with recycling.

10. Can the City please confirm that RFID service confirmation technology on collection vehicles is not required?

    a. RFID technology on collection vehicles is not required; however, RFID tags shall be equipped on the service carts (page 110).

11. Can the City confirm the following map: Map B7 states (Future build 5,000 homes) for planned future In-Ground service units. Should the potential service provider assume the City will have an estimated 9,000 in-ground cans to service currently and in the future?

    a. The future build out of Sun City Festival could have as many as 9,000 homes. Currently there are 4,000 homes. Based on the last five years of growth, we anticipate 6,000 homes by 2030, and full build out (9,000) by 2040.

12. Can the City please confirm that the proposing hauler does not need to propose service for all optional services?

    a. There are two possible proposals that may be submitted. The proposing hauler must submit for either the Sun City Festival In-Ground service only, or for the Entire City Service.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED REQUEST FOR PROPOSAL AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFP NO. 2024135 – SOLID WASTE COLLECTION SERVICES

AMENDMENT NUMBER 4
AMENDMENT ISSUE DATE: March 11, 2024

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Republic Services

Authorized Signature: Michael Celaya

Print Name and Title: Michael Celaya, Area Sr. Manager of Municipal Sales

Date: March 16, 2024

Address: 1855 E. Deer Valley Road

City, State, Zip Code Phoenix, Arizona 85024

Telephone Number: (480) 233-4294

Email Address: mcelaya@republicservices.com

6.4 Firm Experience and Expertise

Republic Services is a national leader in environmental services, delivering essential services to more than 2,000 communities, and 13 million customers.

Business Structure

Republic Services Inc. at 18500 N. Allied Way, Phoenix, AZ 85054 is the legal corporate entity, that is a local, regional and national player that will execute and serve as the guarantor of the new *Franchise Agreement* with the City of Buckeye. Republic Services of Arizona has been organized and doing business under this structure since 2008 and is a company in good standing to conduct business in Arizona.

Point of contact for this proposal is Alberto Guardado, General Manager and may be reached directly at (623) 241-8420, or AGuardado@Republicservices.com.

Local Presence

For decades, Republic Services has partnered with municipalities, residents and businesses in the City of Buckeye to provide solid waste, recycling, yard waste, bulky item collection, city events and landfill services. We are extremely proud of our longstanding partnership and serving residents and business for the last twenty years. We are integrated in the community, employing over 100 drivers and support staff in the City of Buckeye

Republic Services serves the communities our employees live within. In fact, as a community partner, we employ approximately 20 people within City of Buckeye.

We place great importance on talent and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for personal and professional growth. In fact, many of our supervisors and managers began their careers at Republic Services as drivers, landfill operators or technicians, or Logistic Analysts.

Republic Services invests in our communities by continuing to provide customers with safe, customer-service-focused solutions.

- Municipalities that partner with Republic Services typically renew or extend their contracts about 90% of the time. We've had some partnerships for longer than 50 years.
- Our 16,000 drivers execute more than 5M pickups/day nationwide.
- Republic Services Charitable Foundation gives back to communities through our National Neighborhood Promise and community-based grant programs.
- Republic Services deploys 90 trucks daily from its local collection operations.

Our South Phoenix hauling yard at 4811 W. Lower Buckeye, Phoenix, AZ 85043, will be our principal office that will be providing the services to the City of Buckeye, with support from our local operations yard. This location has truck parking, a CNG fueling station, a maintenance shop, dispatch center, and supervisorial and manager support services.

Our Company

Republic Services is an industry leader in environmental services, recycling and waste. With the acquisition of US Ecology in 2022, we can now offer customers the most comprehensive set of products and services available from a single company.

With 39,000 employees and 16,000 trucks on the road, we operate the fifth largest vocational fleet, and we're able to serve customers throughout the nation and beyond. Our extensive infrastructure includes 198 active, modern landfills and 71 recycling centers.

In addition to our daily operations, we have our eyes on the future, currently operating 77 landfill gas and renewable energy projects, and we're adding 39 more in a joint venture with Archaea Energy/bp in the next decade.

*Figure 1. **Environmental Responsibility**. We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*

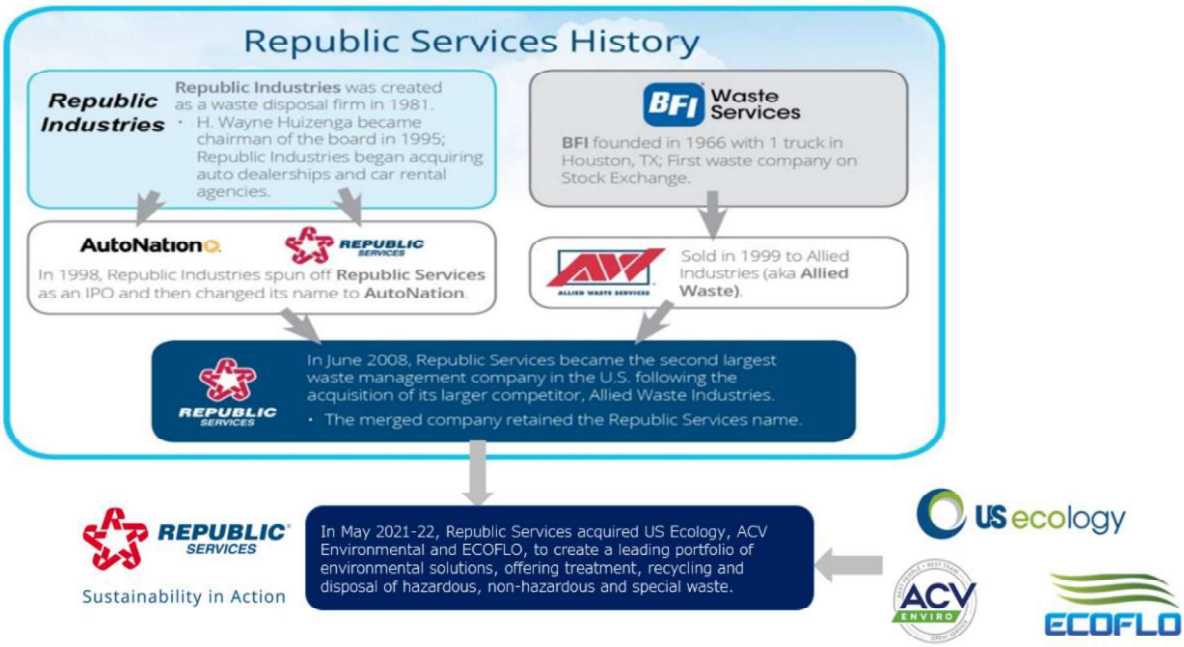
Our Promise

Sustainability in Action™ is our promise and it's more than just a promise for us. It's who we are and what we do. As an environmental services leader, we make a commitment to operate in the most responsible way possible. We're not waiting for tomorrow; we're doing the hard work of sustainability today, within every facet of our business.

Our Vision

Republic Services' vision is: Partnering with customers to create a more sustainable world. This vision is intentionally ambitious and demonstrates our commitment to achieve real sustainability. We also partner

*Figure 2. **Company History**. Today's Republic Services is the product of three former industry leaders in recycling and solid waste, and the 2022 addition of three prominent leaders in environmental services.*



with customers to help them follow through on their commitments and responsibilities.

Values

We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values. These include:

Safe – We protect the livelihoods of our colleagues and communities.

Committed to Serve – We go above and beyond to exceed our customers' expectations.

Environmentally Responsible – We take action to improve our environment.

Driven – We deliver results in the right way.

Human-centered – We respect the dignity and unique potential of every person.

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, provides opportunities to increase customer loyalty, grows our business, motivates our employees and differentiates Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our success. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiatives, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

Figure 1. Ownership beyond five percent

Name of Owner	Percent Owned
Cascade Investment, LLC	34.8%
BlackRock, Inc.	6.5%
The Vanguard Group, Inc.	5.6%

Leadership

Republic Services' operations are expansive in scope and network but local in operations and service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple business units and divisions that each provide recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at our South Phoenix hauling yard at 4811 W. Lower Buckeye, Phoenix, AZ 85043. This team is fully empowered within our company structure to serve you. This local team has the backing and support of corporate staff.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows information as of April 2023 with respect to the ownership of common stock by shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Credit Rating

Republic Services, Inc. has an "investment-grade" rating.

Associations

Republic Services is a member of the following associations. Our employees are actively engaged in these organizations and serve on the board of directors and/or are elected officers in many cases.

- National Waste & Recycling Association (NWRA)
- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)
- International Facility Managers Association (IFMA)
- WESTMARC
- Leadership West
- Buckeye Valley Chamber of Commerce
- Fighter Country Partnership

Experience Matters

For over 70 years, Republic Services has been a reliable partner to municipalities, residents, and businesses in Arizona, San Diego County, and Southern California by providing top-notch solid waste, recycling, yard waste, and bulk item collection and processing services. With a focus on serving more than 690,000 residential accounts and over 50,000 commercial and industrial customers each week, Republic's commitment to its customers is evident in everything it does.

At Republic Services, employees are considered the company's most valuable asset, and this is reflected in the work environment that the company provides. Republic ensures its employees have access to a safe and secure working environment, higher than average industry wages and benefits, career coaching and guidance, and plenty of opportunities for professional growth. In fact, many Republic managers and supervisors started their careers as drivers or operators, attesting to the company's commitment to its employees' development.

Republic's success is evident in its ability to establish more than 75 new municipal contracts each year, all of which receive national strength and local expertise. Each transition is thoughtfully tailored to meet the unique needs of the contract and a city, ensuring flawless execution. With 15 municipal agreements across Arizona, Republic's footprint and impact on the region are significant. The company employs over 2,000 dedicated professionals within the state, and its local employee turnover rate is less than five percent, highlighting Republic's priority on people.

*Figure 2. **Low Risk Transition**. From contract award to service start date our teams are visible and in constant communication.*

Successful transitions cover many details and require strong communication

- Communication is key to a successful transition.
- Capital asset procurement and delivery.
- Driver hiring, training and route planning.
- Community education and messaging

The key to success, regardless of project details, relies on communication. We start with a transition timeline, crafted in collaboration with the City. A transition plan for the City of Buckeye is found in *Section 6.6 17 Required Planning Documentation.*

We provide frequent, proactive communication with the City to ensure there are no surprises along the way including weekly in-person meetings and phone calls/emails as needed. Our philosophy is to constantly share updates with you as that gives everyone a chance to prepare and react in a timely fashion.

We utilize data sharing and operational field coordination with your current hauler to ensure all open requests are met and service information is accurate.

The monitoring of open service notes is critical, especially when the transition date nears. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes. Container removal and delivery also require careful coordination with field crews. Customers need same-day service from both the incoming and outgoing providers, and our local teams work with the current hauler to streamline this function for a seamless transition including:

Timely and appropriate communication with residents and businesses—from events and

mailings to website information and direct communication (phone, email, live chat) and daily communication with the internal team to assess project status and timeline benchmarks.

Our operational management team meets daily with our supervisors and maintenance team to ensure critical-path items are addressed.

The public outreach and education teams meet with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects of the rigorous training for customer service staff and drivers.

Dedicated phone lines, contract-specific information, route development and truck test drives combine to bring a safe and well-informed team to Buckeye. We are in regular communication with vendors supplying containers, printed material, trucks and on-board computing systems.

Our experience has shown that relationships matter—when we need equipment, we get it. Our national strength and buying power are leveraged for your benefit. Locally, we have secured relationships with key printing/mail house partners who put our needs first in a time-critical situation.

Below are a list of other municipalities where similar franchise collection and processing services are performed by Republic Services.

City of Chula Vista, CA

Contact: Manuel Medrano

Environmental Service Manager
Address: 276 Forth Avenue,
Chula Vista, CA 91910
Phone: (619)585-5766

Service Features:

- 61, 662 single-family residents served
- Date of service 7/1/1999
- Contract expiration date 6/30/2031
- Description of service includes weekly automated collection of solid waste, recyclables, and green waste

City of Garden Grove, CA

Contact: Mark Ladney

Contracts Manager
Address: 11222 Acacia Pkwy
Garden Grove, CA 92840
Phone: (714) 741-5372

Service Features:

- 30,370 single-family residents served
- Date of service 7/1/2010
- Contract expiration date 6/30/2032
- Description of service includes weekly automated collection of solid waste, recyclables, and yard waste

City of Carlsbad, CA

Contact: Jamie Wood

Environmental Management Director
Address: 1200 Carlsbad Village Drive
Carlsbad, CA 92008
Phone: (442)339-2646

Service Features:

- 32,000 single-family residents served
- Date of service 7/1/2022
- Contract expiration date 6/30/2032
- Description of service includes weekly automated collection of solid waste, recyclables, and green waste

City of Apache Junction, AZ

Contact: Bryant Powell

City Manager
Address: 300 E. Superstition Blvd.
Apache Junction, AZ 85119
Phone: (480)474-5066

Service Features:

- 11,500 single-family residents served
- Date of service 4/1/2018
- Contract expiration date 3/31/2028
- Description of service includes weekly automated collection of solid waste, recyclables, and green waste

Incumbent Advantage

Republic has successfully implemented new or emerging services in its 2,000 municipalities nationwide. As the current provider, we have developed relationships over the last 25+ years with City staff and the Buckeye community.

There are a multitude of advantages associated with working alongside an incumbent service provider such as Republic Services. The company has been serving the City of Buckeye for over 20 years and has become a trusted partner in the community due to their outstanding safety and service records, as well as their vast knowledge of Buckeye's specific service conditions and customer requirements.

By maintaining their partnership with Republic Services, the City of Buckeye can continue to access the necessary personnel, equipment, systems, and infrastructure required to ensure that its residents receive high-quality, reliable service. Furthermore, Republic Services possesses the financial and human resources necessary to grow in step with the needs of a growing city, which guarantees a seamless transition when implementing new programs or services.

Working with Republic Services also negates the risks, expenses, and customer inconvenience associated with transitioning to a new service provider. This allows the city's resources to be utilized for improving existing programs, enhancing the customer experience, and increasing recycling participation, all of which are instrumental in attracting new businesses and residents to the city.

Additionally, as Republic Services is already well-versed in Buckeye's operations, they are uniquely suited to guarantee a smooth transition when implementing new programs or services while seamlessly incorporating pre-existing services.

Decades of experience partnering with municipalities to implement new programs in the community

- 90% track record of successful extension or retention of existing partner contracts
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed
- National strength, with local experts

Republic Services has a proven track record when it comes to successfully implementing new municipal contracts as they consistently implement over 75 new contracts each year. This experience ensures that they are capable of incorporating new services or programs within the jurisdiction they currently serve, as well as efficiently rolling out city-wide services for a new contract.

To ensure a successful transition for Buckeye, the City's current service provider, Republic Services, has identified a few essential elements to ensure success for Buckeye's transition to new and expanded service offerings:

- Clear and consistent **communication**, both internally and **between Republic and the City**.

  Scheduled/frequent communication with the city, follow-up status reports, and daily internal team meetings maintaining project organization and momentum.
- As the incumbent and even though we have national buying power there is no waiting because we already have all the **capital asset in place.**

  Procurement accuracy and frequent communication with vendors supplying new equipment. Since Republic is a major purchaser of equipment nationwide, vendors assign dedicated resources to Republic orders.
- Refreshed, targeted **messaging, outreach, and recycling technical assistance and training**.

Timely and appropriate communication with residents and businesses—including direct communication through a variety of channels, events, updated website information, and site visits to ensure customer enrollment and participation.

- **Personnel training** relative to all new programs and initiatives for the City of Buckeye.

Republic personnel receive updated and intensive training addressing all necessary aspects of the new Agreement.

6.5 Experience and Qualifications of Staff

Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams.

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. Local leadership is knowledgeable of local collection and post-collection processing activities. However, all areas are supported by the extensive resource recovery, technical expertise, infrastructure and financial strength of a large, nationwide company with a corporate headquarters.

Republic Services' in-house training, personnel advancement, recruitment programs and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated and experienced professionals in the business today.

Local Leadership

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the City of Buckeye. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents.

Area Leadership

We believe our strong area management team allows us to effectively drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets. Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service.

Your local business unit has more than 40 years of combined industry experience

- We provide jobs to more than 40,000 people nationwide, including 22 who live and work in the local community.
- The local General Manager and his business unit are fully empowered to serve your needs.
- Every business unit is completely supported by area and corporate staff

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are however, backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract.

*Figure 3. Empowered **Leadership**. The local business unit is fully empowered, with full support of area and corporate staff.*

An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados or other natural disasters. In times of challenges like these, our area and corporate teams activate to ensure people are safe and our assets are operational, so we can return to normal operations as soon as possible.

Key Personnel Bios

Your local team has been working together for several years, serving the City of Buckeye, and other municipalities in Arizona. The key positions and roles involved in the delivery of this contract are listed below:

Area President

Javara Perrilliat has over 8 years of experience in the solid waste industry, and oversees the Southwest Area comprising Arizona, San Diego County, and Southern California. As a seasoned leader, Javara manages a team of Area Vice Presidents, General Managers, and an infrastructure team responsible for Sales, Operations, Finance, Human Resources, Safety and Environmental Engineering, providing senior-level guidance and ensuring top-notch performance.

Javara collaborates with the Area Vice Presidents of Field Operations and General Managers to develop the Area's overall operational budget, strategic operating plan, and business strategy, complementing the Company's overarching strategic and operating plan. Championing the execution of the strategic plan and tactical initiatives, Javara ensures an outstanding customer experience, business growth, and durability. With expertise in driving strategic and tactical business plans, including sales plans, Javara empowers General Managers and other Business unit leaders to execute against the operating plan, achieving or exceeding the Area's budget and strategic plan for customer experience goals, and service business objectives.

Javara executes the Company's mission, vision, and values within the Southwest Area while developing a best-in-class team and effectively managing performance and talent development. Javara encourages best practice sharing across the Company as appropriate, identifying and developing key external alliances that deliver complete customer solutions. He also builds and maintains strong and effective relationships with relevant government, community, and environmental groups, ensuring the Company's 2030 Sustainable Goals of Safety, Talent, Climate Leadership and Community.

*Figure 4. Your **Local Team** is ready to deliver service to your city today.*

Area Vice President

Darrell Reno is the Southwest Area Vice President for the Phoenix, Tucson, San Diego County, and the Yuma/Imperial County area. He has been with Republic Services since 2001 and has been in the industry for 39 years. In his current role, Darrell oversees the Arizona and San Diego markets, which includes eight hauling locations, four transfer stations, 5 landfills, and multiple municipal agreements. His extensive knowledge of the local market and years of experience enable him to effectively lead the entire Arizona and San Diego County team.

Darrell's background in Leadership and management includes a wealth of skills that are essential to success. These skills include operations, P&L (profit and loss) management, risk management, customer relations, sales, and marketing management. With his broad range of expertise, Darrell is well-equipped to navigate the complex challenges of the solid waste and recycling industry while ensuring that Republic Services provides the highest level of service to its customers.

General Manager

Alberto Guardado is a seasoned industry professional with 29 years of experience. Having graduated from the University of San Diego with a B.A. in Business, he worked for Waste Management before joining Republic Services in 2012.

Throughout his career, Alberto has managed several collection companies, landfills, transfer stations, and material recovery facilities across the Southwestern United States.

Alberto manages all aspects of the the Company's field operations, including Collections, Post-Collections and Fleet Management, while ensuring profit and loss responsibilities are met. He implements a local market strategy that complements the Area's overall strategic operating and marketing plans and devises tactical initiatives to drive functional excellence and budget achievements. This includes representing the company to customers, vendors, municipal customers, and other external stakeholders and ensuring compliance with standards and effective safety and accident prevention programs.

Alberto implements and executes plans to maximize the customer experience, growth and durability, while optimizing profitability, and develops a best-in-class team and workplace culture and effectively manages performance and talent development. Additionally builds and maintains strong and effective relations with relevant government, community, and environmental groups and will deliver complete customer solutions.

Area Sr. Municipal Manager

Michael Celaya has over 28 years of extensive experience working with municipalities and government officials on complex infrastructure issues. Michael is a graduate from Arizona State University and prior to joining Republic Services in 2020, he served as a Government Relations Director, Town Manager, and City Manager for various municipalities in Arizona. Michael is also ICMA-CM certified and has built a network base with many local municipalities and elected officials at the state and federal levels.

Michael maintains an awareness of market dynamics and competitors' activity in areas where the company conducts business, attends industry trade shows and participates in local or state industry associations and grade groups. He also develops/implements approved strategies and activates to increase account satisfaction and ensure client retention.

Additionally, Michael meets with Corporate Development teams, as appropriate, to coordinate pro forma development for new business. He also seeks out the coordinated development of new solid waste infrastructure projects and manages projects through the development cycle to conclusion.

Finance Manager

Laina Hill joined Republic Services in 2018. In her current role, she is a finance and accounting specialist. This involves accurate recordkeeping and reporting as well as ensuring compliance with applicable regulations. Laina has 23 years experience within the solid waste industry and is currently responsible for all administrative, accounting, and statistical reporting functions for Republic Services. She ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing financial statements and variance analyses, billing, and account reconciliation. In addition, Laina is responsible for providing analytical support and assistance for the division goals and action plans. She develops and coordinates the annual budget, negotiates contract rates for municipal bids, and manages and trains staff in the accounting department.

Operations Manager

Brent has been with Republic Services for 4 years. After completing his education, Brent took on a role in his family's business which ultimately led to a role in Operations Management where he grew to understand and provide leadership to achieve and communicate about safety goals and objectives and works to remove unsafe conditions or situations from drivers' routes. Brent ensures all equipment is compliant with safety standards and administers effective safety programs to ensure a safe and productive work environment for all employees; implement and maintain an effective safety program.

Brent engages employees to maintain a culture of safety and ensures services to all customers meets or exceeds customer expectations. He coaches drivers and takes action to minimize missed pickups. He responds to unique service requests, equipment breakdowns, and schedule changes with timely communications to all stakeholders. Interacts with customers to permanently resolve any concerns or issues and establishes and ensures productivity goals are safely met; manages labor hours per established plans. Brent continually audits and modify routes to increase safety and efficiency.

Residential Supervisor

Lawrence Brew has 15+ years of experience in municipal daily operations. Lawrence manages the daily operations for the City of Buckeye Residential-Hauling Line of Business and ensures maximum productivity and route management systems and establishes productivity improvement goals where needed. In addition, Lawrence is a United States Army Honorable discharged veteran with experience in manufacturing, logistics, water treatment and environmental services. Adept in leading the introduction of new products and services that will increase the bottom line and existing offerings of businesses within the community.

Residential Supervisor

Federico Marin has been in the waste industry for 5 years. He is responsible for district route maps, route restructuring and supervision of employees providing waste collection and disposal.

Federico is also responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies.

Fleet Maintenance Manager

Hector Lopez has been in the heavy truck maintenance industry for over 15 years and manages the department staff, including responsibility for hiring, training, scheduling work assignments, performance management, discipline, and authorization of overtime. He serves as an integral part of the Division's management team in assuring coordination of efforts of all departments in providing quality service to customers, budget preparation and goal attainment.

Hector regularly communicates with operations and sales regarding status of fleet vehicles, containers and /or other equipment. He ensures that the Maintenance department maintains quality and safety standards, adherence to company policy in regard to operations and safety issues. Additionally, Hector assures all maintenance related data is available for input into the vehicle maintenance system is responsible for overseeing all aspects of our fleet maintenance program. Finally, Hector ensures that all repair and maintenance work is performed in a safe, efficient and timely manner, reallocating resources among sites as appropriate.

*Figure 5. **Personal and Powerful**. Your dedicated local support backed by Republic Services infrastructure.*

Human Resources Manager

Trish Benson has been in the solid waste industry and Republic Services for over 5 years. Prior to coming to Republic Services, she worked in the real estate development and financial services industries. Trish is a highly skilled Human resource manager with a proven track record in developing strategic business approaches and providing quality project management and talent acquisition. Trish is working to promote team engagement and other positive refinements to the workforce culture. Her responsibilities include assessing, making recommendations, developing, implementing, and supporting human resources processes to assist in employee hiring, engagement, retention, and policy standardization.

Billing Supervisor

Vanessa Truitt has been with Republic Services since 2017, and provides administrative support to the Division. Vanessa supervises and coordinates the effective and timely preparations of monthly invoices, accurate monthly billing adjustments, and the handling of billing questions and discrepancies. In doing so, the utilization of independent discretion and judgment to matters of significance is required. In addition, develops local billing processes, procedures and policies to ensure compliance with Republic region, area and corporate policies. Ensures that the billing staff follows standard operating procedures, taking the appropriate action when performance does not meet targets and objectives. Vanessa is responsible for managing a team of customer service representatives focused on the customers served by the business unit. She supervises customer service representatives performing customer service activities including responding to service inquiries, retaining existing accounts, and problem resolution including, but not limited to, hiring, training, and coaching representatives.

Primary Contact Person

Alberto Guardado, General Manager will be the primary contact person for the City of Buckeye and on-going management of the contract.

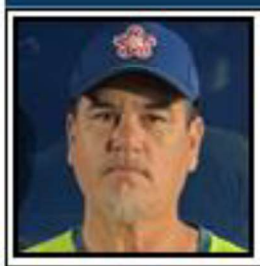
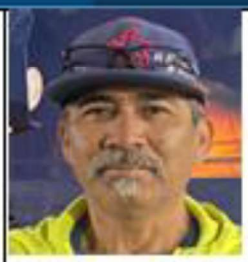
Phone: (623) 241-8420

Email: AGuardado@republicservices.com

Your City of Buckeye Residential Drivers

Proudly Serving the City of Buckeye

Driver Name | Years with Republic | Residential

 Sergio Delatorre 30 Years	 Juan Ramirez 7 Years
Ramon Ruiz 20 Years	Eliset Villela 5 Years
Carl Reed 18 Years	Tenisha Feather-stone 5 Years
Luis Alcia 17 Years	Humberto Castillo 5 Years
Abdul Nassiru 7 Years	Willie Morales 4 Years

Proudly Serving the City of Buckeye

Driver Name | Years with Republic | Residential

Vicente Martinez 3 Years	Michael Lally 10 Months
Daniel Hernandez 2 Years	Damon Berry 5 Months
Erik Hernandez 2 Years	Louis Mandujano 5 Months
Domingo DeLeon 1 Years	Yered Castillo 2 Months
Marcelo Caudillo 1Year	Desmond Burns 3 Weeks

Key Personnel Resumes

Javara Perrilliat, Area President

Javara Perrilliat is the President for the Southwest Area (Southern California, Arizona and Nevada) for Republic Services - the second largest provider of services in the domestic non-hazardous solid waste industry, as measured by revenue as well as a Fortune 500 company, publicly traded on the New York Stock Exchange (NYSE: RSG). In this role he has full P&L responsibility for $1B in gross revenue across all product and service offerings. Additionally, his functional responsibilities include sales, pricing, finance, operations, safety, human resources and business development.

Prior to this role, Javara served as Senior Vice President, Operations Support. In this role, he ensured that our field teams were equipped with the right processes, standards, tools and support to deliver flawless service to our 14 million customers across the country.

Prior to joining Republic Services, Javara Perrilliat served as the Senior Vice President of Strategic Supply Management and a member of the Executive Leadership Team at Owens & Minor, a Fortune 500 international healthcare services company. Javara's responsibilities included leading the supply chain, category management, global procurement, supplier diversity and private brands division (MediChoice and Medical Action).

Prior to Owens & Minor, Javara was a Principal and recognized operations leader with A. T. Kearney, a global consulting firm with the mission to help the world's leading corporations gain and sustain competitive advantage, and achieve profound, tangible results. Javara has over nine years of experience in providing management consulting services across multiple industries.

Javara earned his Bachelor of Science in Electrical Engineering from Purdue University (where he served as President of the National Society of Black Engineers) and his Master in Business Administration from the Ross School of Business at the University of Michigan.

Additionally, Javara is a member of the Executive Leadership Council (ELC), Greater Phoenix Leadership (GPL) and a Life Member of Kappa Alpha Psi Fraternity, Incorporated. He has previously served on the non-profit boards of both St. Mary's Hospital and the HIDA Educational Foundation (HEF).

DARRELL A. RENO

(818) 974-5230 cell

Skills	Strategic Planning Program Implementation & Design Operational Reviews Rate Setting & Rate Studies Franchise & Contract Negotiation Project Management Municipal Relations Leadership Skills Contract Management Staff Development Budget Management & Development Finance & Administration Skills Public Speaking
Experience	**2021 – present** Republic Services Southwest Area Vice President of Operations • ☐ Strategic Operations for the San Diego and Phoenix Market Areas • ☐ Full P&L responsibilities with an annual revenue of 600M + • ☐ Oversight of multiple including Hauling, Landfill, Transfer Station, and Recycling Centers **2013 – 2021** Republic Services Corporate Office Vice President Hauling Operations / Vice President Operations East Region • ☐ Design workshop platforms for Hauling, Maintenance, Landfill, and Recycle Operations focused on expectations for individual contributors • ☐ Assisted in the creation of multiple cross functional policies and programs • ☐ Design and direct cost control performance methodology, enhancing bottom line OI • ☐ Review cost analysis for acquisitions and bid proformas • ☐ Promote programs to enhance the internal and external customers experience • ☐ Train and reinforce the "Republic Way" by implementing initiatives directed by the Region and Corporate offices • ☐ Create a productive, energetic and inspirational atmosphere for all Republic employees **2008 – 2013** Republic Services West Region Region Operations Manager West Region • ☐ Develop and train General Managers on roles and responsibilities with an emphasis on leadership skills. • ☐ Cultivate, research and appoint key talent for the region • ☐ Develop and train operations personnel in the West Region on all operational efficiencies, customer service and safety matters. • ☐ Plan and schedule capital expenditures for 58 hauling companies. • ☐ Develop new programs and enhancements to improve customer service quality, productivity efficiency, safety frequency, employee satisfaction, community growth planning, business marketing, and transportation • ☐ Responsible for many special projects including route audits, union contract activity, facility design enhancements, vehicle specifications, buy-back center implementation, alternative fuel vehicles, transfer station and compost permitting, MRF development, and facility consolidations. • ☐ Construct and implement key performance matrices for 58 hauling companies • ☐ Develop strategic selling and municipal marketing plans

Alberto Guardado
alberto_guardado@yahoo.com
(480) 548-7228

Bilingual strategic executive with extensive background in transportation, logistics and vertically integrated environmental services operations. Growth-minded leader with strong financial acumen that delivers sustainable results. Strong ability to connect with diverse functional teams to boost effectiveness and manage change, while improving talent development, engagement, and retention. Passionate about maintaining a people-centered and inclusive culture, that unleashes potential and provides opportunities for all.

SUMMARY OF QUALIFICATIONS

Strategic Market Planning	P&L Management & Margin Enhancement	Customer Zeal
Business Continuity	Employee & Labor Relations	Human Capital Leadership
Mergers & Acquisitions	Change Management	Contract Negotiation

PROFESSIONAL HISTORY

Republic Services – Phoenix, AZ **2012-Present**

Republic Services is the second largest waste and recycling services company in the United States, with over $10B in annual revenue, and 36,000 employees operating in 41 states and Puerto Rico. NYSE: RSG

General Manager, Phoenix, AZ, 2018-Present
Manage day-to-day operations and long-term strategy for South Phoenix business unit, which includes a collection operation, two transfer stations, and landfill. Phoenix South has 220 employees and annual revenue of $103M. Responsibilities include P&L, operations, sales and marketing (new business development and account management), labor relations, customer experience, fleet maintenance and accounting/finance.

- Milestones:
  - Diverse team of top performers in place
  - Consistent Employee Engagement Score of 86
  - Participant of Republic's General Manager Council
  - Lead negotiator in City of Phoenix negotiations, which yielded $2.0M in operating income improvement.
  - Increased revenue, operating income, and margin consistently since 2018.

Area Director of Operations, Phoenix, AZ 2016-2018
Senior executive in newly created role with profit and loss responsibilities for eight business units, over 30 divisions and 1600 union and non-union employees in the Southwest Area – Arizona and Southern California. Annual revenue responsibility of $700M. Focusing on business development and growth strategies, championing standardization, change and excellence through the "One Republic Way", customer experience, and developing, leading and motivating successful teams.

- Collaborate with the local business unit management teams to set and achieve short and long-term growth strategies.
- Provide leadership in order to achieve annual improvement in Safety, Employee Engagement, Net Promoter Score and other key operating metrics.
- Drive the talent agenda for direct reports and their teams to ensure continuous development, training, and motivation.

Area President, Phoenix, AZ 2014-2016
Senior executive with profit and loss responsibilities for seven business units, over 30 divisions and 1000 union and non-union employees in the Southwest Area – Arizona and Southern California (San Diego and Imperial counties). Annual revenues exceeded $500M.

- Achieved YOY revenue and operating income growth with a targeted strategy around market and infrastructure development to ensure long term market position.
- Drove continuous improvement in all key operating metrics including: Safety, Employee Engagement, Net Promoter Score.
- Built a diverse team of professionals with focus on continuous development
- Ranked 2nd best operating Area in the company in 2014 and 2015.
- Received Area recognition for the highest Customer Experience scores in the company in 2014 and 2015.

General Manager, San Diego, CA, 2012-2014
Managed day-to-day operations and long-term strategy for San Diego Business Unit with 280 union and non-union employees and annual revenue of $70M. Responsibilities include P&L, operations, sales and marketing (new business development and account management), labor relations, customer experience, fleet maintenance and accounting/finance.

- Successfully implemented new initiatives involving fleet maintenance, revenue increases, and customer experience.
- Developed, trained, and motivated a team of managers and supervisors to achieve area, division and individual goals.
- Improved employee engagement by listening to employee concerns, encouraging open communication, and include employees in the decision-making process.
- YOY revenue growth with improvement in revenue and operating income. YOY revenue growth of 9% and operating income improvement of 11%.
- Improved customer experience and delivered solutions by regularly meeting with customers, partnering with sales team, and building on the entire team's enhanced sense of engagement and service.

Waste Management **1994-2012**

Waste Management, a Fortune 250 company, is the leading provider of comprehensive waste and environmental services in North America with $14B in annual revenue and over 40,000 employees. NYSE: WM

Director of Operations, Albuquerque, NM, 2008-2012

Led a team of Business Unit Managers and Support staff who had responsibility for 8 hauling operations and 2 landfills across New Mexico, Southern Colorado and West Texas consisting of 220 employees and $60M in annual revenue.

- Built and maintained relationships with key municipal stakeholders for 14 franchise agreements.
- Identified a site and led the successful effort to obtain a Conditional Use Permit and Solid Waste Facility permit for a Transfer Station, MRF, and Hauling combination facility in Albuquerque. This included community meetings to resolve environmental justice concerns and presentations to the County Board of Supervisors.
- Identified, permitted and built a small MRF in Farmington, NM in 14 months.

Director of Operations Improvement – Western Group, Phoenix, AZ, 2006-2008

Partnered with Area Presidents and the Region Vice President to identify underperforming districts; work with those districts to develop and implement business improvement plans.

- Developed and standardized operations processes and reporting for the Western Region in collaboration with corporate operations staff.
- Created a Labor Flex report for productivity tracking that was implemented company wide.
- Key member of team that developed a company-wide Vehicle Weight Compliance tool.
- Advised on the development of a company-wide, tablet based On-Board Computing solution.

District Manager, Irvine, CA, 2004-2008

Responsible for the day to day collection operations for the franchise cities of: Irvine, Mission Viejo, Laguna Beach and Lake Forest, and two transfer station/MRF operations in Orange County. 320 union and non-union employees with annual revenue of $90M

- Negotiated a 10-year extension of the Irvine franchise agreement.
- Negotiated a 5-year collective bargaining agreement. Led the strike preparation efforts in case of a work stoppage. This included contingency planning to ensure service for 12,000 commercial accounts and 200,000 residential customers with replacement workers.
- Implemented a construction and demolition recycling/diversion program at the Sunset Transfer Station.

District Manager, Waste Management, Tucson, AZ, 2002-2004

Responsible for the day to day operations for 78,000 residential customers, 5,000 commercial customers, and a transfer station. Total employee base of 180 with annual revenue in excess of $50M.

- Improved business unit safety performance and DOT compliance.
- Negotiated a tonnage swap agreement between the City of Tucson landfill and WM's transfer station to improve efficiency 10% and improved DOT hours of service compliance.

Various Operations roles, Waste Management, San Diego, CA 1994 – 2002

- Customer Experience Improvement Project 2001-2002

EDUCATION

B.A. Business Administration, University of San Diego

MICHAEL CELAYA

623.640.1467 M.CELAYA@COX.NET WWW.LINKEDIN.COM/IN/MICHAEL-CELAYA

Accomplished, resourceful, politically astute professional with over 19 years' experience in Senior Management of municipal administration and small communities. Recognized as an innovator with a proven record across a broad range of city government systems, practices and initiatives. Proven ability to create partnerships, build relationships, values diversity and inclusion with a philosophy that is centered on Servant Leadership. Areas of proficiency include:

- ☑ Elected Officials Relationships
- ☑ Municipal Administration
- ☑ Strategic Planning
- ☑ Organizational Development
- ☑ Economic Development
- ☑ Transportation Infrastructure
- ☑ Grant Writing, RFP, RFQ's
- ☑ Cultural Diversity, Equity & Inclusion
- ☑ Community and Public Relations

Professional Experience

Republic Services — **Area Sr. Manager of Municipal** — 2020–Present

Securing and sustaining Solid Waste, Recycling and Organic contracts with municipal partners for the Southwest Area that includes, Arizona, San Diego County, Los Angeles, and Orange County. Responsibilities include strategic planning, pipeline growth, public education and outreach, project development, governmental relations, and negotiations.

City of Page, Arizona — **City Manager** — 2018–2019

Led a staff of 148 employees and managed an annual budget of $51 million. Wide range of experience in environments of change impacting local government administration in the areas of overseeing all administrative tasks necessary for oversight regarding city operations, supervising city departments, strategic planning and its impact on the city budget, economic development, fostering collaboration and partnerships and representing the municipality while ensuring quality services and serving the needs of the community.

Town of Gila Bend, Arizona — **Town Manager** — 2016–2018

Led a committed staff of 34 employees and oversaw an annual budget of $14 million. Directed and administered all departments, agencies, and offices of the Town to achieve goals within available resources. Appointed, and evaluated management staff directly and other staff indirectly, reviewed operational progress and directed changes as needed.

City of Surprise, AZ — **Intergovernmental Relations Director** — **2008–2015**

Substantial success in managing political affairs, politically astute, as well as maintaining communication within local, state, and federal governments. Proficient in communicating messages to appropriate levels within the organization to ensure overall efficiency and goals achievement.

Education

Bachelor of Arts in Political Science
ARIZONA STATE UNIVERSITY, Tempe, AZ

Associates of Arts in Business Administration
CENTRAL ARIZONA COLLEGE, Coolidge, AZ

PROFESSIONAL AFFILIATIONS

ICMA (International City/County Management Association) **ICMA – CM Designation** - ACMA (Arizona City/County Management Association) - AAED (Arizona Association for Economic Development) - GPA (Grant Professionals Association)

Volunteer

Honorary Commander & Blue Blazer Squadron for Luke Air Force Base and Fighter Country Partnership

Laina K Hill

Phoenix, AZ 85032
Mobile: (801) 971-5951 E-mail: lhill@republicservices.com

CAREER SUMMARY

Business Unit Finance Manager/Controller - Republic Services, Inc
2011 – Current
Phoenix, AZ

- Manages reconciliation of all balance sheet accounts and reviews financial statement and supporting documentation to ensure compliance with GAAP
- Manage month end close and day to day finance to ensure compliance with SOX and company standards
- Provide monthly forecast and annual budget planning for multiple divisions
- Manage assets transfers, sales, retirements and capital expenditures
- Ensure completion and submission of financial filing and returns required by contractual agreement and government entities
- Support General Manager with financial analytics to support sound and profitable business decisions
- Oversee and provide direction for accounting staff, sales and field operations
- Manages and provide support to financial audits including internal and external auditors, 2019 audit results 95%

Assistant Division Controller/Staff Accountant - Republic Services, Inc
2006 – 2011
Phoenix, AZ

- Processed monthly journal entries and reconciled general ledger accounts for ten divisions including transfers, landfills, and hauling
- Assisted in month end close by calculating revenue, bad debt, cash related journal entries and approving invoices for payment
- Reconciled balance sheet accounts in accordance with GAAP and company standards
- Assisted in inventory control by tracking usage and assisting in part counts
- Prepared monthly sales tax returns, host and royalty and government returns
- Mentored Accounts Payable Coordinator by training and coaching
- Provided support for internal/external audits and monthly SOX testing

Accounts Payable Coordinator – Republic Services, Inc
2001 – 2006
Phoenix, AZ

- Prepared invoices for payment by performing a three-way match with invoice, purchase order and packing slip
- Created, received and tracked purchase orders for multiple divisions
- Assisted controller in month end close by preparing accruals, reconciling and tracking transportation and fuel expenses
- Created and maintained fleet registrations for over 100+ vehicles
- Handled certificated of insurance for multiple sites per company policy
- Provided support to field, management and corporate

EDUCATION

North Summit High School
Coalville, UT - 1996

Arizona State University
Phoenix, AZ - 2009

BRENT WICKEREMASURIYA

(253) 905-5562| B.suriya13@gmail.com
4275 E Amarillo Dr. Queen Creek Arizona 85140

SUMMARY

Strategic and results- oriented Operations Manager with over 18 years of experience optimizing processes, enhancing efficiency, and driving bottom line improvements in diverse industries. Proficient in streamlining operations, leading cross functional teams, and implementing innovative solutions to meet organizational objectives. A collaborative leader with strong communication and problem-solving abilities.

PROFESSIONAL EXPERIENCE

Republic Services:

Operations Manager- Transportation & Hauling | 2022- Present

- Lead a team of employees in optimizing daily operations responsibilities.
- Develop and implemented strategic initiatives to improve Safety, Cost, and Productivity
- Expenses, Forecasting, Budgets, and Facilities cost control
- Oversee all aspects of Logistics, Process Improvement, and Compliance
- Sustained company standards, and industry regulations
- Collaborated cross functionally with Sales, Finance, and Fleet to align operations with organizational goals and objectives
- Conduct regular performance evaluations while providing coaching and feedback
- Utilize data driven insights to identify areas of improvement and implementation to drive continuous process's, KPM Results, Financial Metrics, and Safety

Operations Supervisor- Transportation & Hauling | 2020- 2022

- DOT Safety and Compliances
- Routing, Mapping, Sequencing
- RISE, Info Pro, and Customer Service Platforms
- Driver Accountability, Appraisals, and Reviews
- Team Training and Development
- Pre & Post trip QCIs, Observations, and Maintenance Support
- Staffing, Hiring, Progressive Discipline, and Interviewing

Fred Meyer- Kroger Inc.:

Operations Manager| 2006-2019

- Directed all Aspects of Store Operations, including sales, customer services, inventory management, and staff supervision.
- Implemented effective sales strategies and campaigns to drive revenue.
- Growth and maximization for store profitable results
- Recruiting and training of employees and staff to foster a positive work environment.
- Established and maintained high standards of customer service, customer inquiries, in stocks, fresh presentations, and customer satisfaction.
- Implemented merchandising standards in all areas of store layout.
- Fostered positive relationships with vendors and suppliers to optimize pricing, assortment, and profitability.

SKILLS

- Operations Monitoring | Operations Analysis | Transportation| Safety & DOT Compliances | Class A CDL
- Sales and Marketing | Personnel and Human Resources | Hiring
- Time Management | Talent Development and Retention | Cross Functional Collaboration

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LAWRENCE A. BREW, JR.

Buckeye, AZ | labrew22@gmail.com | c. 623.290.4115
https://www.linkedin.com/in/lawrence-brew-2491b336

Detailed Oriented Professional with 15+ years of experience including customer relations, research and development, report analyzing and evaluation, project management, administrative support, detail orientation, leadership training, workforce management, change management, grievance hearings, arbitrations, contract negotiations. United States Army Honorable discharged veteran.

WORK EXPERIENCE

Operations Supervisor-Hauling
Republic Services June 2022 to Present
Phoenix, AZ
Key Focus:

- Create a collaborative, communicative team environment and drive employee engagement with the Company.
- Successfully managed the end-to-end onboarding process for new employees, ensuring a smooth transition into their roles and department, reducing time-to-productivity.
- Conducted thorough interviews and assessments of job candidates, employing a structured approach to identify top talent and strengthen the team.
- Proactively addressed performance issues through fair and consistent corrective actions, improving team productivity.
- Coached and mentored employees to enhance their skills and achieve personal and professional growth, increasing employee satisfaction.
- Led a team of 35 employees, providing clear expectations, regular feedback, and performance evaluations to drive accountability and productivity.

Assistant Operator
December 2020 to April 2022
Missouri American Water, St. Louis, MO
Key Focus:

- Regulate the operation of basin machineries such as flocculators, clarifiers, mixers, pumps, either by remote (SCADA) or manual control to maintain proper water levels in basins, filters, and clearwells.
- Keep accurate station records, observe, and report operating irregularities, and improperly use equipment (temperature, vibration, noise, leakage, etc.).
- Operate filters: surface wash and backwash filters
- Operate high service and booster pumps within allowable demand to maintain pressures, basin, and clearwell levels in the distribution system and at the plant.

Warehouse Supervisor
January 2020 to January 2021
Heartland Coca-Cola
St. Louis, MO
Key Focus:

- Oversee the daily activities of the warehouse.
- Work cross-functionally with multiple departments to ensure timely delivery of incoming

and outgoing product or materials.
- Manage labor and operations with the OPEX budget.
- Oversee shipping and receiving functions, ensuring customer demands are met.

Senior Director of Metro Bus, Service & Support
April 2018 to October 2019
Bi-State Development/Metro
St. Louis, MO
Key Focus:
Proactively developed strategies and metrics to measure success/failure of route logistics.
- Actively communicated with local businesses in an effort to increase ridership and the long-term profitability of the company's impacted.
- Directed and oversaw all functions of the division, while developing and maintaining a motivated team.

DIRECTOR, BRENTWOOD FACILITY
August 2014 to April 2018
Bi-State Development/Metro St. Louis, MO
Key Focus:
- Directed and integrated, through the Superintendent of Brentwood Operations, the quality of customer service by overseeing all functional aspects of operations.
- Provided training and development to 1 direct report.
- Defined and identified existing transit operating management systems (Hastus, Kronos, Trapeze, Oracle); in an effort to assess their strengths and opportunities for improvement.
- Quoted jobs, budget and provide technical environmental knowledge to customers regarding implementation/compliance.

SUPERINTENDENT OF OPERATIONS, DEBALIVIERE FACILITY
August 2009 to August 2014
Bi-State Development/Metro
St. Louis, MO

Key Focus:
- Managed positions and personnel to make the best use of frontline team members.
- Engaged in emergency response, interaction with various regulating agencies.
- Developed contingency plans to meet unexpected situations, new developments, and changes in the business environment.
- Developed performance standards for operations activities; evaluate productivity and proformance against established standards.

EDUCATION

November 2019 | Courses Towards Green Belt Certification
Six Sigma Global Institute (SSGI Online course)

2012 | BS, Business Management
Courses Towards BS, Business Management
Columbia College - St. Louis, MO

FEDERICO MARÍN LOAIZA
1635 South Desert View Place▪ Apache Junction, Arizona 85120 ▪ (C) 4802591183
fmarin@republicservices.com

Career Profile

My relevant qualifications include 10+ years of management experience, leading teams of up to 200 employees, providing outstanding internal and external customer service. At my current company, Republic Services, I have performed the Operations Supervisor position since 2022, leading 100 employees directly and 200 indirectly. Responsible for productivity, safety, employee performance, quality of service, payroll, key performance indicators (KPI), fleet utilization (80-100 trucks) as well as support for multi areas of the company like dispatch team and sales team.

Expertise areas

- Data Management
- Leadership
- Growth aspirations
- Team player
- Quick learner
- Bilingual (Spanish-English)
- Customer service skills
- Strong communication skills
- Proactive

Professional Summary

REPUBLIC SERVICES, DECEMBER 2022-PRESENT
Phoenix, AZ
Operations Supervisor All Lines of Business
Responsible for supervising the collections activities in large container line of business. Oversee drivers and helpers and work with the Operations Manager and General Manager, implementing tactical initiatives to drive functional excellence and budget achievement. Ensure adherence to all accident prevention programs and lead operations to ensure compliance with all safety, environmental, operating, regulatory, accounting, ethics, and other standards. Execute and delivery of Safety, Customer Experience, and Efficiency while supporting a culture of employee engagement.

WASTE MANAGEMENT, 2019-2022
Phoenix/Mesa, AZ
Route Manager All Lines of Business
Responsible for managing a waste hauling site composed of 75 routes and drivers, operational specialists and fleet technicians. Have had managed commercial, industrial and residential accounts producing gold level results year over year in the scorecard. Continue growing efficiency and revenue for the business and achieve world class safety results while creating a positive and supportive work environment for the team.

COSTCO WHOLESALE CORPORATION, 2016-2019
Gilbert, AZ
Front End Supervisor and Service Deli Supervisor
Responsible for operations of multiple areas of one of the largest warehouses in the Phoenix metro area. Lead a team of 100+ employees and ensure high productivity monitoring performance indicators and labor cost. Extensive human resource experience.

EAST VALLEY PHYSICAL THERAPY, 2013-2019
Mesa, AZ
Floor Supervisor
Oversaw a team of 15 Physical Therapy Technicians in a very busy private practice with 2 owners and 20+ Physical Therapists, Physical Therapy Assistants and Physical Therapy Technicians. Managed specialty department of Orthopedics and aquatic therapy. In charge of operations, customer service, supply chain, schedule rotations and maintenance.

EDUCATION

MAY 2008
Universidad Tecnológica de Pereira (Technological University of Pereira), Pereira, Risaralda, Colombia
Bachelor of Sport Sciences

HECTOR **LOPEZ**

24609 W Sheraton Lane Buckeye, AZ 85326 · (602) 552-6202
Rushlopezh1@gmail.com

Advocate and representative for customer service with a broad scope of experience, desire, knowledge and skills required for problem solving in any situation. Extensive experience in the industrial and commercial vehicle industry. Proven to successfully drive organization, performance, and profitability through shop operations. Efficient in team building, employee development, and company principles.

EXPERIENCE

2019 – CURRENT EMPLOYER
FLEET MAINTENANCE MANAGER, REPUBLIC SERVICES
Responsible for overseeing maintenance shop and managing multiple teams of technicians, maintenance supervisors and are responsible for the preventive maintenance and repair of a fleet of vehicles up to 130+ trucks (diesel and alternate fuel) machinery that supports approximately 3 post collection facilities, approximately and 3 container shops.

- Provide direction to on-site technicians and technician supervisor, and leadership and direction to maintenance supervisors or maintenance managers, to ensure that all repair/ maintenance work is performed in a safe, efficient, and timely manner, reallocating resources among sites as appropriate. Oversee coordination, planning/ scheduling of all repair work to increase productivity, while effectively managing department's overtime. Monitor shops' operational performance and efficiency; take action to redirect activities appropriately. Report to management on shops' performance; implement procedures for process/programmatic changes for improvement or efficiencies.
- Manage maintenance supervisors/managers, including overseeing daily shop huddles; fleet walk-arounds; coaching and counseling lead technician and maintenance supervisor(s)/managers on performance and corrective action, when necessary; make hiring/ termination decisions in concert with Human Resources and appropriate management; oversee employee training and performance evaluations
- Maintain an on-going preventive maintenance program for all shops within geographic responsibility. Identify trends in road calls, break downs; oversees maintenance of building and other facility on site; control maintenance costs relating to personnel, purchasing, inventory control and outsourcing of repairs.
- Perform inspections of outside repairs and maintenance to ensure all work is properly completed in accordance with Company safety and compliance procedures and federal and state regulations;
- Accountable for scheduled Quality Control Inspections, track issues and resolution to ensure all work is properly completed in accordance with Company safety and compliance procedures, and federal and state regulations.
- Maintain advanced knowledge of engine, emission systems, transmission, brake, hydraulic and electrical systems of heavy equipment and vehicles used by Company to ensure ability to perform advanced preventive and repair maintenance functions, on site and on road, including: to ensure equipment is back in an operable condition as quickly and as safely as possible.

2018 – 2019
SHOP MANAGER, KNIGHT TRANSPORTATION
Ensure the completion of shop operational requirements by scheduling and assigning technicians. Responsible for recruiting, selecting, orienting, and training employees. Protect employees and customers by providing a safe and clean shop environment. Facilitate and manage all technicians and maintain

efficiency of all repairs by providing proper tooling and all technical support that is needed. Manage all fleet expenses. Responsible for opening, reviewing and closing RO's. Also responsible for managing budgets, maximizing profitability, and setting/achieving sales goals

02/2018 – 11/2018
GENERAL MANAGER, DARK HORSE AUTOMOTIVE
Directly responsible for overall profitability, sales and service operations. Composed and implemented long and short-term goals, supervised and controlled daily processes and procedures and enforced proper policies. Recruited, hired and trained all staff members. Evaluated overall and individual performance in order to maintain an efficient and satisfactory working environment. Developed consistent and standardized processes and ensured the highest quality of customer service company wide.

2017 – 2018
FOREMAN/LEAD TECH, ALLSTATE PETERBILT
Provided technical service to vehicles, equipment, and all components associated. Overhauled gas and diesel engines as needed and performed all work in accordance with specified guidelines. Installed injectors, pistons, liners, cam shafts, cylinder heads, rod and main bearings, oil pans, clutches, fan hubs, differentials, brakes, fifth wheels, diagnosed electrical systems, and replaced transmissions and other parts. Attended training classes and always remained current with factory technical bulletins.

2015 – 2017
SERVICE MANAGER, RUSH TRUCK CENTERS – FORD AND PETERBILT
Acquired a new location and promoted Rush Culture to all current and prospective employees. Helped team create RO's, close paperwork, determine and file warranty, create quotes for all repairs and schedule all incoming work to the appropriate technicians. Maintained complaint service facility by abiding by all manufacturer and dealer regulations.

2012 – 2015
SHOP FOREMAN, RUSH TRUCK CENTERS – HINO AND PETERBILT
Created RO's, prepared and closed paperwork using SAP software, generated estimates for all repairs and dispatched all incoming work to suitable technicians. Maintained and cultivated new customer relations. Helped update and sustain all key accounts. Developed monthly shop specials to increase work traffic, scheduled needed training and track progress and prepared all qualified technicians for Tech Rodeo Competition. Diagnosed equipment/vehicle malfunctions and ensured thorough and efficient repairs for each work order.

EDUCATION

APRIL 2006
ASSOCIATE OF OCCUPATIONAL STUDIES DEGREE IN AUTOMOTIVE/DIESEL AND INDUSTRIAL TECHNOLOGY, UTI

JUNE 2005
HIGH SCHOOL DIPLOMA, WEST PHOENIX HIGH SCHOOL

SKILLS

- Ford Technical Customer Service Handling and Ford Service Manager Training
- Certified ALLDATA Automotive Information Specialist
- Peterbilt, Volvo, Freightliner, International, and Kenworth Chassis Training
- Cummins Certified - in CNG, ISLG, ISXG and all diesel Engines
- Natural Gas Fuel Systems Agility/Mainstay - CNG and LNG
- Cat Training
- Detroit Training
- CPR Certified and Forklift Certified

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TRISHA BENSON

Cell (815) 222-1461 tvbenson@hotmail.com

HUMAN RESOURCES PROFESSIONAL

Dedicated Leader Driving Human Resource Goals while Enhancing Employee Development in Pursuit of Organizational Objectives

Featuring years of comprehensive HR experience including compensation, benefit administration, recruitment and retention, personnel development, engagement and reward recognition, legal compliance, and payroll. Detailed oriented individual possessing broad knowledge of human resources in a variety of sectors and multi state locations.

PROFESSIONAL EXPERIENCE

Republic Services, Phoenix, AZ September, 2018 to Present

HR Manager. Partners with the local management team to effectively manage the human resources function for assigned divisions while maintaining compliance with industry regulatory agencies and company programs.

- Provides human resources advice and consultation to employees and management including coaching and counseling on performance management issues, conflict management and interpretation of employment polices
- Actively engaged with the implementation of strategic human resources initiatives
- Implements, disseminates and monitors company policies, programs, and procedures in the areas of training, compensation, compliance and benefits to attract, retain and motivate employees
- Oversees recording and maintenance of employee information including personal data, compensation, benefits, tax data, attendance, performance evaluations, disciplinary actions and separation of employment
- Monitors division compliance with federal, state and local laws and regulations relating to equal employment opportunity, affirmative action, unemployment compensation and any other employment related requirements
- Coordinates with division and corporate/regional human resources staff regarding all employment activity including hiring, employee relations, compliance and terminations
- Conducts and resolves investigations regarding employee complaints and concerns
- Participates in staff meetings and assists with and influences personnel related decisions
- Involved with coaching and counseling managers as it relates to performance management
- Identifies training needs and/or gaps and develops training programs where appropriate
- Assists with human resources related audits
- Implements succession planning and talent management plans to support leadership by identifying current talent and anticipating future needs
- Proficient use with Workday

Sagicor Life Insurance Company, Scottsdale, AZ August, 2012 – March, 2018

HR Manager. Assisted with the design, planning, implementation and management of human resources and provide services that promote a work environment with fair treatment of staff, personal accountability and open communication including the following:

- Recruitment and hiring including new hire orientation, on boarding and training
- Prepared employee contracts and assembled new hire packages
- Administered and maintained employee documentation in HR systems
- Proficient use with ADP Workforce Now for payroll and benefit enrollment

- Updated and revised Employee Handbook as needed
- Employee Relations including investigation, review and resolution
- Ensured adherence to company policies (discipline, salary administration, terminations, job descriptions, performance evaluations, etc.) and personal record keeping
- Legal compliance including FMLA, FLSA, ADA, ERISA, HIPPA, OSHA, ACA and COBRA requirements
- Reviewed and addressed legal matters as they relate to labor and employment
- Assisted managers with employee relations and performance issues
- Company contact for the Performance Management System
- Reviewed existing compensation, benefit and wellness policies and procedures to ensure that they are cost effective and consistent with industry trends and company objectives
- Maintained and administered all employee benefits including payroll and applicable filings, medical/dental, HSA and FSA accounts, short and long term disability, voluntary offerings and 401k retirement plan
- Negotiated and submitted all benefit and insurance contracts and reviewed billings for accuracy
- Company liaison for Brokers, Insurance Carriers, 401k and Third Party Administrators
- Completed verifications of employment, conducted exit interviews and maintained documentation
- Managed unemployment and workmen's compensation and all applicable filings
- Assisted in facilitating the annual leadership program
- Assisted with the management and coordination of employee events and community volunteer events
- Created employee engagement surveys and reviewed results with management to discuss necessary changes

Rubloff Development Group, Inc., Rockford, IL May, 1992 - June, 2012

VP – HR and Administration. Established HR department for a rapidly growing company and developed plans to implement policies, procedures, and operations. Transformed human resources from an administrative role to strategic division working with senior management and legal department to drive key business and implement performance initiatives.

- Oversaw all aspects of Human Resources including supervision of one employee
- Conducted new hire orientation regarding benefits, policies and procedures
- Maintained employee documentation and HR systems
- Oversaw payroll processing and verified all related reports and entries for multiple locations and entities
- Updated benefits plans, ensured compliance and conducted monthly audit of billing statements
- Coordinated financial audits for the 401k plan and payroll
- Oversaw submission of the Form 5500 for health and 401k plans
- Facilitated annual 401k audit
- Managed worker compensations claims, maintained OSHA logs and oversaw annual WC audits
- Legal compliance including FMLA, FLSA, ADA, ERISA, HIPPA, OSHA and COBRA requirements
- Responded to unemployment filings and coordinated appeals as necessary
- Assisted and investigated all employee queries and provided guidance as necessary

EDUCATION

Northern Illinois University, DeKalb, IL
Bachelor of Science in Business Administration/HR Management

EDUCATION/PROFESSIONAL DEVELOPMENT

Continuing Education/Seminars
- The Essentials of HR Law
- Arizona Workplace Law Education Series
- FMLA Compliance Update
- Fair Labor Standards Act, Key Issues
- Requesting Medical Information – GINA, FMLA, ADA

6.6 Project Approach and Operational Plan

Great operations come from great people. Republic Services' locally based operations team draws from extensive training and the backing of a seasoned corporate support team.

Republic's Buckeye Approach

As the incumbent service provider with a longstanding history of dedicated service in Buckeye and existing infrastructure — personnel and systems, facilities, and rolling stock — Republic is best positioned to implement the City's fully updated scope of work.

Residential cart customers will continue to use their existing 96-gallon tan -colored MSW and a blue-colored recycle cart for the new contract commencement in December 2024.

Residents requiring additional carts can obtain a 96-gallon MSW and Recycling cart by contacting the City and Republic Services will provide another cart.

Republic has the financial backing, experience, facilities, and most experienced employees already in place to continue serving Buckeye. Republic guarantees to implement all aspects of the new contract as a singular smooth transition with uninterrupted service.

Figure 6. Republic's operations team is ready to help Buckeye transition to new service offerings.

Republic Services' operations team is market-leading through training, collaboration and hands-on experience

- The most robust operations supervisor training in the industry
- Average of 15:1 route-to-dedicated-supervisor-ratio – means prompt response and oversight for your community.
- Proven optimized routing process ensures efficiency, safety, and minimal impact on city streets.
- Republic Services executes more than 5M pickups per day.
- 99.9% pickup reliability rate, with an emphasis on safety, sustainable practices, and low-risk operations.

Republic supports and encourages the city to select the same day service option for trash and recycling. Republic will work with the City on customer notification to ensure a smooth transition to same day service. This will improve the overall resident experience.

Residential in-ground customers will continue to experience the same high level of service they are accustomed to. Should the City select the same day service option, Republic will work with the City to notify residents of their new service days and ensure consistent delivery of service.

Republic values its relationship with the City and is offering a collection plan that does not bet on unproven or uncertified technology. Our primary approach is based on assets and proven technologies available now. The City of Buckeye can rest assured that in partnering with Republic, as systems develop, our financial strength will allow us to deliver a world class customer experience on day 1.

Our approach is simple: structure contract implementation around a few key factors to ensure a solid plan.

In the simplest terms this means doing the work to understand the City's needs and preferences; adhering to a road map which includes all stakeholders; educate and communicate effectively and frequently; maintaining the best infrastructure; developing and refreshing optimized, safe, routing; retaining the very best people; and ongoing consistent customer outreach.

Key Transition Elements

Understanding the City's Needs and Requirements

Republic has:

- Decades of experience working with the City of Buckeye and its residents.
- A complete customer service delivery team already employed and have already worked in Buckeye.
- Full-time staff already working solely on service delivery programs in Buckeye.

Figure 7. With over 20 years servicing Buckeye, our team has become an integral part of the community.

Communication and Education

- Republic will use our experienced and extensive team that includes a dedicated Municipal Manager, who will approach city staff, community stakeholders and residents by explaining the program offerings, and requirements. This community outreach will be key if the city elects to process recycling. Resident education will ensure lower contamination levels of recyclables.
- Republic has a full marketing department who will be producing material specifically for Buckeye. All messaging and materials will be provided to the City for approval prior to distribution.

Capital/Financial Strength/Facilities

- Republic is a local company with national support and substantial financial resources to internally procure all equipment necessary for this contract.
- Republic's strong balance sheet ensures years of stability.
- Trucks and containers are already in place, assuring there will be no service gaps as we steadily implement any service changes the result from the RFP.
- Republic is one of the largest purchasers of containers and trucks in the USA with retained production flooring capacity that provides a distinct advantage over other service providers.
- Republic's strategically placed network of transfer stations, recycling, and landfill disposal sites enables the required processing of all Buckeye generated material streams and guarantees capacity for the full term of the *Agreement.*

Retention of the Best People

- Republic's Buckeye drivers and its Route Supervisors already have complete familiarity with the city.
- Our assigned Municipal Manager, General Manager, Operations Manager,

Operations Supervisor, and Logistics Analyst have established working relationships with City staff.

- Republic has the lowest employee turnover in the industry.
- Only Republic can offer complete City and route familiarity.
- Republic's non-union work force is paid higher wages and receives better benefits than any of our competitors.

Ongoing Customer Outreach

Republic Services understands that if the City of Buckeye chooses to restart recycling, we will need to restart some community Public Education and Outreach in conjunction with the city. Republic would propose the following education and outreach materials to all customers during the transition period:

- Initial mailer to all customers
- "How-to" source separate flyer to all customers
- PSA for local newspapers
- Business and community group presentations

Republic acknowledges the tremendous amount of work the City has undertaken in implementing a new contract; however, the City can be assured that, through its continued partnership with Republic, Buckeye is keeping a partner that has a thorough working knowledge of the City and values its community. At the end of the day, we will continue to take care of every Buckeye resident because Republic remains fully committed to the communities it serves. Buckeye is not just a franchise customer to us; it has been our hometown for more than 20 years.

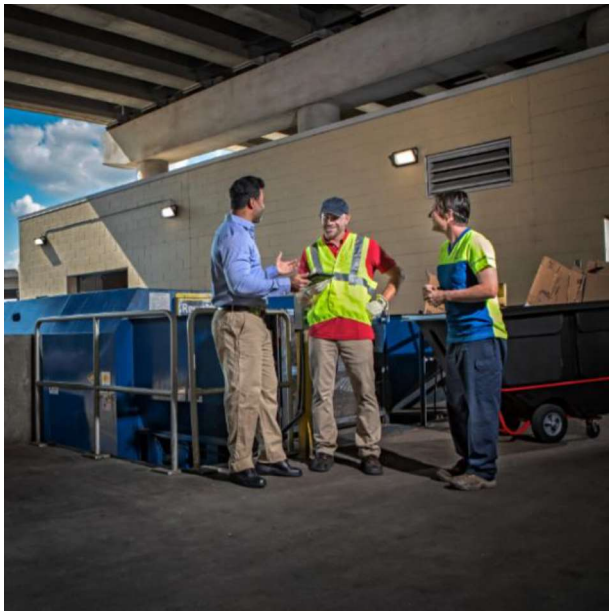
Implementation Team, Schedule, and Activities

The key to a successful transition to new and advanced programs is an experienced transition team led by experienced team leaders.

At Republic, the transition team leaders include Alberto Guardado, General Manager; Michael Celaya, Area Sr. Municipal Relationship Manager; and Brent Wickeremasuriya, Buckeye Operations Manager; who, together, bring of 40 years of transition experience gleaned through large-scale, challenging municipal implementation projects.

Mr. Guardado, Mr. Celaya, and Mr. Wickeremasuriya will continue to administer the franchise, function as liaisons to the City, and work with City staff regarding contract administration and compliance. They will continue to also serve as contract representatives after the initial start-up phase of this new contract period.

*Figure 8. **Open Communications**. Republic Services communicates with residents and businesses regarding services changes.*



Mile-stone	Description	Target Start	Target Complete	Owner	Status	Notes
	Route Development			**Ops**		
	As the incumbent, we have established routes and we will continue normal operations	N/A	N/A			
	Conduct site visits to all commercial customers without recycle and organics services to determine level of service	6/01/23	Ongoing			
	Import audited customer data and confirm collection	7/01/23	Ongoing			
	Import routes into Rise	7/01/23	Ongoing			
	Create route maps for City Approval	7/01/23				
	Receive City approval for route maps	7/15/23	7/30/23			
	Behind the wheel instruction training	7/01/23	Ongoing			
	Route familiarization/ dry run routes / Hospitals/ ghost routes - Customer List	7/01/23	Ongoing			
	Employees			**HR/Ops**		
	Hire newly required staff as necessary	6/01/23	N/A			
	High Level Review of New Agreement Service Requirements	6/01/23	Ongoing			
	Job Fair - One event to hire local residents	6/15/23	TBD			
	Complete administrative work in Workday	7/15/23	Ongoing			
	Confirm any/all new hires	6/15/23	Ongoing			
	LOCAL CRC POD Hiring	6/15/23	Ongoing			
	Complete Republic staff contact list for managers	7/15/23	TBD			
	Huddle Meeting Safety Review	N/A	Daily			
	Customer Service and Outreach			**Susan**		
	High Level Review of New Agreement Service Requirements	6/01/23	Ongoing			
	Hire Local Recycling Coordinator	6/01/23	Ongoing			
	Onboard / Training any new hires	7/01/23	Ongoing			
	CRC Agents Go Live	8/01/23				
	Review and update customer service database to ensure new agreement information	7/01/23	Ongoing			
	Provide script for the agents on all services and develop FAQs	6/15/23				
	Time for training with CRC (6 weeks) (City Specifics)	6/15/23	Ongoing			
	Review and Confirm KMT is Complete and Accurate	7/01/23	Ongoing			
	Install language line for Chinese and Vietnamese speakers	6/15/23				
	Customer service start date	N/A	N/A			
	Enrollment Process, Digital Programs, Local Office	6/01/23	Ongoing			
	Community Meetings, Mailers including initial mailer to all customers	7/01/23	07/30/23			
	"How-to" source separate flyer & MF/Comm. signage & posters	7/01/23	Ongoing			
	Instructional packet for key transition dates and services for all customers	7/01/23	07/30/23			
	PSA for local newspapers	7/01/23	8/30/23			
	Business group presentations	7/01/23	Ongoing			
	Visit commercial and multifamily non-compliant recycling and organics customers to enroll in programs, right size, resolve detriments, generate proposals, capture data, photo document, document contamination, and track.	7/01/23	Ongoing			
	Identify all commercial customers that meet the definition of Tier One and Tier Two	8/30/23	Ongoing			
	Update City-specific website to reflect transition timelines, new programs/services, other information requested by City	7/01/23	Ongoing			

The Division's accounting staff will be responsible for continuing to maintain the customer database, billing interface and work with the City's customer service team.

This transition team is responsible for the continuity of service while implementing any new elements of the contract.

In addition to implementation responsibilities, our key personnel will engage with the community to promote programs and maintain visibility as a responsible and involved corporate citizen.

Republic's key transition team members will meet as necessary during the transition to ensure that all goals, objectives, and timelines are met and adhered to and will communicate with the City its updates regarding the implementation and transition process.

Republic's Continuous Improvement (CI) local team, which has a representative from each key department (i.e., the team is composed of a customer service representative from the City of Buckeye, a Public works staff person, a maintenance team member, a representative from the post-collections, and a team member from operations) will meet regularly to ensure all program and quality assurance objectives are met.

Initial Scoping Session

Immediately upon contract award the key transition team members will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto.

Ongoing Meetings

Republic acknowledges that a strong implementation plan must remain fluid to meet any unforeseen challenges or events.

Implementation Schedule

The draft Implementation Schedule located on the previous page will be updated as needed during the transition period. Republic's transition team members will meet regularly with City staff throughout the implementation period while adhering to a schedule which will be outlined by the City's needs and preferences.

Following this draft *Implementation Schedule* is a description of some key implementation tasks, which are much easier to execute for Republic, as the incumbent. As per the *RFP*, Republic will submit a finalized version of this *Implementation Schedule* no later than 90-days prior to the operations start date. (This is called out in the Transition Plan to be included in Section 6.6.17).

Key Implementation Activities

The following implementation activities are outlined in greater detail below.

Customer Service During the Transition

Republic will work with the City to develop promotional and educational materials specifically related to the transition period. We currently have an extensive library of transition period-specific materials to launch this effort. The information contained in these transition period collateral materials will be based on finalized *Franchise Agreement* specifications and the outcome of a collaborative process between the City and Republic. All outreach materials will be printed in English and full color, and shall include but not be limited to all or a combination of the following information:

Figure 9. Onsite customer education and information sharing with Buckeye customers

- Service Area Name
- Contact information City's Customer Services Department
- Regular and special collection services available (including bulky item collection service)
- Appropriate information on recycling
- Collection schedule/holiday collection schedule
- Important changes and other pertinent information

Republic will develop a detailed implementation education plan that it will submit to the City for collaboration, review, and subsequent approval. Republic's education plan will be submitted to the City no later than 90-days prior to the commencement of the new contract. Republic's educational efforts during the transition/implementation period will consist of the following, at a minimum:

- Initial mailer to all residential customers
- "How-To" recycling flyer distributed to all residents, if needed.
- PSA for local newspapers and media outlets
- Host HOA and Community workshops on an as needed basis.

Container Procurement and Deployment

Since Republic is the incumbent all trash and recycling carts are already in place. This will make the transition to the new contract even more seamless for Residents.

Route Review

Prior to commencement of collection service, Republic will take the opportunity to review existing routes and determine any necessary changes for efficiency and safety.

This is primarily accomplished using Republic's Route Editor routing system. Any changes will be uploaded to Republic's customer management system, RISE.

Hours of Operation: Republic determines the number of vehicles needed and the ways in which these vehicles will be routed given the parameters of set collection hours. **Collection Services hours are 5:30 am to 7:30 pm, Monday through Friday**, with Saturday collections solely as needed to make up for collection days missed due to holidays.

6.6.1 Proof of Satisfaction of Minimum Requirements

A. Ability to Meet Performance Security Requirements

USI

USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

March 18, 2024

LETTER OF INTENT

City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

RE: Allied Waste Transportation, Inc
RFP No. 2024135 - Solid Waste Collection Services

To Whom it May Concern:

We are writing to you at the request of Allied Waste Transportation, Inc. This principal has or is about to submit a Bid proposal for RFP No. 2024135 - Solid Waste Collection Services.

If a contract for this work is awarded to Allied Waste Transportation, Inc, Western Surety Company, a surety licensed to conduct business in the State of AZ, has agreed to act as surety to issue the required Performance Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Amber Engel
Attorney-in-Fact
Western Surety Company

Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting
The USI ONE Advantage®

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amber Engel , **Individually**
of Seattle, WA , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts –

Surety Bond No: Letter of Intent
Principal: Allied Waste Transportation, Inc
Obligee: City of Buckeye

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

March 18, 2024

Michael Celaya
Allied Waste Transportation, Inc
1855 E. Deer Valley Road
Phoenix, AZ 85024

FedEx Priority Overnight

Company: Allied Waste Transportation, Inc

RE: $9,900,000.00 Letter of Intent
to City of Buckeye
for RFP No. 2024135 - Solid Waste Collection Services

Bid Date: March 18, 2024

Please find enclosed your Letter of Intent as requested. *Please review for accuracy before forwarding the enclosed* ***original*** Letter of Intent *to the Obligee* along with the rest of your bid package.

To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on your Letter of Intent.

Please note that in the event Allied Waste Transportation, Inc is the successful bidder, it is up to the field to request a Performance bond if it is ***required per the terms of the contract***, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at RSNew@usi.com or 206-731-1200.

Sincerely,

Amber

Amber Engel
Attorney-in-Fact
Surety Services

SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instructions for your bond):

Please see attached page for outline of requested changes.

B. Minimum Experience

Republic Services is proud to partner with approximately 2000 municipalities across the nation. To assist in obtaining feedback from partners that best align with your requested services and size, we offer the following references with contact information.

Residential Collection Services References

City of Chula Vista, California Exclusive Franchise – 7/1/1999 to 6/30/2031	
Contact Person	Manuel Medrano, Environmental Service Manager
Address	276 Fourth Avenue Chula Vista, California 919105
Phone	(619) 585-5766
Email	mmedrano@chulavistaca.gov
Households	61,662 single family residents
Services performed:	Solid waste services and recycling services, including green waste and organics collection

City of Garden Grove, California Exclusive Franchise - 2012 - Present	
Contact Person	Mark Ladney, Contracts Manager
Address	11222 Acacia Pkwy Garden Grove, CA 92840
Phone	(714) 741-5372
Email	markla@ggcity.org
Households	30,370 single family residents
Services performed:	Solid waste services and recycling services, including green waste and organics collection

City of Apache Junction, Arizona Collection Contract – 4/1/2018 – 3/31/2028	
Contact Person	Bryant Powell, City Manager
Address	1149 S. Broadway St, 5th FL Los Angeles, California 90015
Phone	(480) 474-5066
Email	bpowell@apachejunctionaz.gov
Households	11,500 single family residents
Services performed:	Solid waste services and recycling services collections

Front Load and Roll Off Collection References

City of Chula Vista, California Exclusive Franchise – 7/1/1999 to 6/30/2031	
Contact Person	Manuel Medrano, Environmental Service Manager
Address	276 Fourth Avenue Chula Vista, California 919105
Phone	(619) 585-5766
Email	mmedrano@chulavistaca.gov
	20 - Municipality facilities; 952 - Commercial Accounts; 68,844 of pulls
Services performed:	Recycling, commercial and roll offs

City of Garden Grove, California Exclusive Franchise - 2012 - Present	
Contact Person	Mark Ladney, Contracts Manager
Address	11222 Acacia Pkwy Garden Grove, CA 92840
Phone	(714) 741-5372
Email	markla@ggcity.org
	14 - Municipality facilities; 1516 - Commercial Accounts; 8058 - of pulls
Services performed:	Recycling, commercial and roll offs

6.6.2 Service Plan

As the current hauler for the City of Buckeye, there are some benefits of incumbency that deserve to be conveyed. First, Republic is a known entity through its service history and proven track record of exemplary performance and safety in Buckeye.

The company has all the personnel, systems, equipment – infrastructure – in place to allow it to continue providing the same excellent service the City of Buckeye has come to expect from Republic. Republic also has the human and equipment capital to grow with the City of Buckeye.

By continuing to utilize Republic as its contractor, the city will eliminate all the risk, expense, and customer inconvenience associated with transition to a new contractor. Resources can then be directed toward enhancing programs, customer experience, and recycling participation. A sustainable Buckeye will be attractive to new businesses and residents.

Operations Overview

Successful collection operations begin with a skillful operations team who knows the business as well as your community. That team consists of our operations Manager, two Operations Supervisors and a Logistics Analyst. Your Republic Services local operations supervisors are responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, as well as implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-along with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

*Figure 11. **Operational Excellence**. Our rigorous supervisor training program yields highly skilled operations teams.*

Operations Facility

All collection operations for the City of Buckeye will launch from our facility at 4811 W Lower Buckeye Rd in Phoenix. Republic's fleet of 100 trucks and support equipment operate from this facility.
The same team of dedicated Supervisors and drivers that serviced Buckeye during the current contract will continue to service Buckeye residents on day one of the new agreement.

Collection – Residential

When it comes to handling your residents' recycling and waste needs, Republic Services will exceed your expectations in providing safe and dependable curbside pickups.

The largest provider of municipal residential collection services in the US

- 5 million pickups each day
- 99.9% on-time pickup
- Comprehensive collection services, including solid waste, recycling, yard waste, and bulk

Residential Cart Collection

The best practice for residential collection is through single-family carts using an automated side loader (ASL) truck. The ASL collection vehicle is proven over time to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts, and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

We currently have 24 ASLs in our fleet. The size of our fleet ensures enough trucks for collection of the Buckeye cart routes and an adequate spare ratio. Additionally, we have 20 trained ASL drivers, with 2 additional relief drivers that can assigned to Buckeye as needed.

If the City chooses to continue collection of trash and recycling on different days of the week, Republic will dedicate an average of 9 trucks per day over the four collection days for trash and 8 trucks for recycling.

For the collection of trash and recycling carts on the same day, Republic will dedicate 8 trucks for trash and 7 for recycling. In both scenarios, the ASL trucks are one person crews.

If a cart customer needs more than one collection cart, we will provide an additional

Figure 12. Our team has a 99.9% pickup reliability record, an industry-leading safety record, sustainable practices and low-risk operations.

cart for trash or recycling at an additional fee to accommodate the customer's needs.

We propose to use 95- gallon carts from Rehrig Pacific. Trash carts will be tan with tan lids and recycling carts will be dark blue bodies with a light blue lid.

Residential in-ground Collection

Rearload (REL) trucks will be used to service the in-ground customers, bulk and the alleys identified in the RFP. The REL crews are 2 to 3 people. They consist of a driver and 1 to 2 helpers. We currently have 8 REL trucks in our fleet. This allows for coverage of routes and meets our 1:17 spare ratio. Our REL team is made up of 8 very skilled drivers and 8-9 helpers.

For inground collection, if the City continues collection on separate days, we will use two RELS for collection of trash on Monday and Tuesday. Those same crews will collect recycling on Thursday and Friday.

If the City opts to have trash and recycling collection on the same day, we would re-route the areas so that 1.5 routes collect trash, and the 1.5 routes collect recycling across the four days of the week.

Residential Bulk Collection

Bulk collection based on the current zone collection schedule will continue as currently done with 1 route running Monday, Tuesday, Thursday and Friday. Four to five additional routes will collect most of the bulk zone on Wednesday.

For the collection of bulk four times per year on an on-call basis Republic will staff 1-2 REL crews daily based on demand. If the City increases bulk collection, to the 6 or 12 time per year option Republic will scale daily routes based on the demand.

Republic requests that all brush, yard clippings and branches be contained in bags or bundled and tied in 3ft section and not weigh more than 25 lbs. per bag/bundle.

Residential Alley Collection

The two person REL crew is the safest option for collection of the identified alleys. The helper will act as an extra set of eyes for the driver as they stand a safe distance from the truck and direct the driver through the backing maneuver. Safety is our top priority, and all two person crews are trained in our Safe Backing Absolute, which details the proper way for a helper to safely communicate, maintain eye contact and direct the driver through the backing action.

All collection vehicles will be painted in a uniform manner, featuring our logo and company contact information.

Holiday Schedules

Republic Services will be closed on Thanksgiving, Christmas and New Years. If your service day falls on one of these days, all services will delay by one day.

Holiday tree collection

Republic will provide rolloff boxes and staff for holiday trees collection the first two Saturdays of the January. Locations and quantities will be agreed upon by Public Works and Republic staff.

Future growth

Republic will continue to grow the size of our driver/helper team and the fleet to meet the future growth of Buckeye. We estimate adding 1 additional truck and route per year based on the Buckeye's historical and projected growth.

6.6.3 Optional HHW and Bulky Collection

HHW Residential Collection

Republic Services will be taking an exception in providing this service, given that we do not offer door-to-door collection of Household Hazardous Waste and thus we are unable to furnish pricing quotes for such a service.

Refrigerant Containing Appliance Collection

Republic Services will be taking an exception in providing this service, given that we do not offer Refrigerant Containing Appliance collection and thus we are unable to furnish pricing quotes for such a service.

6.6.4 Disposal Site

Responsible waste disposal requires science, engineering, and technology to manage an evolving waste stream in a manner that is protective of the air, land, and water upon which our communities depend.

City of Buckeye Processing

Republic Services will deliver all material from the City of Buckeye to the Southwest Regional Landfill. 100% of the material will be delivered to the landfill. We anticipate 75% of the material to be delivered to the landfill with the remaining 25% be delivered to SWRLF via Republic Service's Paradise Transfer Station located at 4845 W Lower Buckeye Rd.

In 2025, Republic Services plans to open the West Wing Transfer Station at the 303 and El Mirage. When open, this will give us an additional option for disposal from the northern areas of the city, including Sun City Festival. 100% of the material from West Wing Transfer Station will also be delivered to Southwest Regional Landfill.

Transfer Station

Republic Services owns or operates 239 transfer stations throughout the United States.

In its simplest form, a transfer station is a facility with a designated receiving area where waste collection vehicles empty their loads. The waste is then consolidated and loaded into larger vehicles for more efficient transport to an area landfill. No overnight storage of waste occurs at a transfer station; waste is quickly consolidated and loaded into larger vehicles and moved offsite.

A transfer station allows waste to be efficiently transported long distances, driving down costs for businesses and residents and positively impacting the environment through reduced air emissions and energy usage. Benefits of transfer stations:

- Service customers faster

A national leader in compliant and sustainable transfer stations and landfills

- Our transfer stations and landfills are designed, constructed, operated using the latest resources in environmental protection and monitoring technologies.
- 77 landfill gas and renewable energy sites
- 1.4B gallons of treated water returned to nation's watershed

- Reduction of greenhouse gasses and traffic congestion

Local Paradise Transfer Station Profile

Republic Services owns and operates the Paradise located at 4845 W. Lower Buckeye Rd, Buckeye, AZ.

Service Area: Southwest Maricopa County

Contact: Alberto Guardado, General Manager; 623-241-8420 or AGuardado@republicservices.com

Capacity: 2,500 tons per day

Accepted Materials:

- Yard Waste
- Solid Waste
- Hazardous waste [is/is not] accepted at this transfer station.

*Figure 10. **Transfer Stations** reduce greenhouse gasses and traffic congestion in your community.*

Landfill

Republic Services owns or operates 198 active landfills. As of December 31, 2018, we have approximately 37,800 permitted acres and total available permitted and probable expansion disposal capacity of approximately 5 billion in-place cubic yards.

The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations, and our ability to successfully renew operating permits and obtain expansion permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and the likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain landfills.

Republic Services is committed to harnessing landfill gas, the natural byproduct of decomposing waste, and converting it to energy. The use of landfill gas provides our economy with benefits, including reducing air pollution through the capture and use of methane. As of April 2022, we operated 77 landfill gas and renewable energy projects. We also have responsibility for more than a hundred closed landfills, for which we have associated closure and post-closure obligations.

Local Southwest Regional Landfill Profile

Republic Services has a life of site agreement with the City and operates the Southwest Regional Landfill located at Southwest Regional Landfill located at 24427 DR 85 Buckeye AZ 85326.

Facility Hours: Monday – Friday 6:00 AM to 4:00 PM; Saturday 7:00 AM to 1:30 PM

Service Area: City of Buckeye and the metro Phoenix area

Contact: Alberto Guardado, General Manager; 623-241-8420 or aguardado@republicservices.com

Site Capacity: 121 years of life

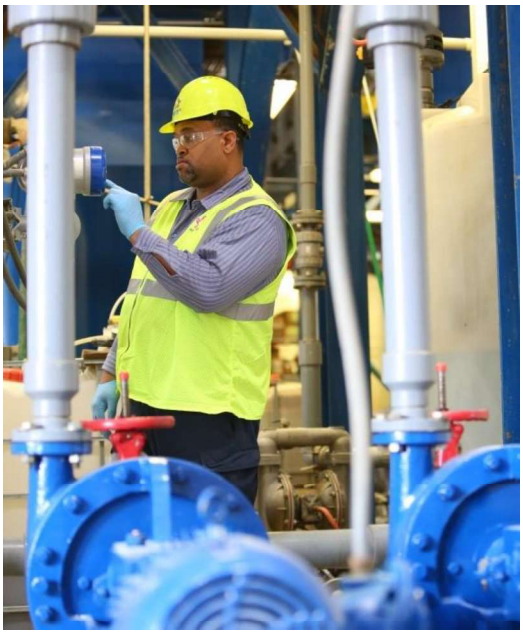
Accepted Materials:

- Municipal Solid Waste
- Bio-solids
- Non-hazardous waste special waste is accepted at this landfill.

We are a permitted Subtitle D lined facility with 24 inches of 1 x 10-7 cm/s compacted clay and a 60 mil HDPE composite liner.

Leachate is managed by a dual-lined leachate collection system with side-slope riser pumps and leachate storage tanks. The designed/permitted capacity is 134.8 million cubic yards. Current remaining airspace is estimated at 121 years at the current daily tonnages.

Figure 11.Republic Services operates 77 landfill gas-to-energy projects.



Facility Operations

Operating plans and records are maintained on site. Operations are conducted in accordance with local, state and federal regulations, as well as the facility's permit requirements. One inbound and one outbound scale are utilized.

The site has three tippers available for tipping trailers. Waste is covered daily with a minimum of 6" of soil or permitted Alternate Daily Cover (ADC).

Methane gas is monitored quarterly. An active gas collection system is operational and maintained. Berms, pipes, drainage ditches and sediment ponds are used to prevent runoff and run-on storm water. Monitoring is conducted in accordance with the NPDES storm water permit and the Storm Water Pollution Prevention Plan.

Independent consultants collect samples and perform analysis at off-site laboratories.

Closure is performed as a normal operating procedure throughout the life of the facility. Post-closure will be performed by Republic Services, for a minimum of 30 years after final closure.

Regulatory Compliance

We have an excellent record of compliance with Federal, State and local regulatory requirements. In fact, our Environmental Managers (EMs) are dedicated to this specific task. Our EMs have significant experience in the environmental and solid waste industry and have dealt with all aspects of Federal, State and local regulations. Additionally, the EMs use a Compliance Tracking and Reporting System (CTRS), which is an intranet-based software system that assists them with tracking specific compliance tasks. The CTRS provides notification of specific permit conditions so that the conditions are satisfied and documented in an appropriate timeframe.

We obtain permits for our facilities and continuously renew these permits before they expire. Our EMs are well-versed with the permitting process for all types of solid waste facilities and have excellent relationships with the staff of the State's environmental agencies. Through these relationships, our permit applications are readily reviewed and approved without comment.

*Figure 12. Each year, **Republic Services** avoids double-digit millions of metric tons of CO2 emissions in our landfills.*

6.6.5 Material Recovery Facility

A leader in America with 72 recycling centers nationwide, we are committed to investing in recycling processing infrastructure where appropriate.

Recycling Overview

We believe we have a responsibility to our planet with the materials we are entrusted to handle everyday by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. As consumer demand for recycling services has increased, we have met the demand by integrating recycling components to each of our collection service offerings. Based on an industry trade publication, approximately 34% of municipal solid waste is recycled.

Local Facility Capabilities

The Salt River Recycling facility opened in October of 2023 and is a state-of-the-art recycling facility that is owned and operated by Republic Services
The facility is located at:
located at 4660 N Beeline Hwy, Scottsdale AZ 85256
Service Area: Maricopa County
Capacity: 600 tons per day
Accepted Materials: Commingled recycling.

Point of contact for this recycling facility is Sidiq Young, General Manager and may be reached directly at (480) 593-9925, or syoung5@Republicservices.com.

As stated in Section 6.6.5 E. of the RFP, a letter from the facility owner and operator that documents their commitment to provide the capacity required over the term of the Agreement is supplied in Appendix B.

Republic Services has the experience and expertise to provide recycling solutions that fit the latest market trends to best assist your community

- 72 Recycling Centers nationwide
- More than 5M tons of material collected and processed annually.
- Millions of tons of CO2 emissions are saved through our recycling operation, equivalent to our entire company's carbon footprint.
- Republic Services markets material to more than 100 domestic and international customers
- Republic Services opened the first of several Polymer Centers in 2023 that will create greater circularity for rigid plastics.

The 51,000-square-foot recycling center, located in the Salt River Pima-Maricopa Indian Community, manages recyclables from approximately 1.4 million residents and more than 2,000 businesses throughout the Valley. The high-capacity facility processes 40 tons, or eight truckloads, of recyclables per hour, including paper, cardboard, plastic bottles and jugs, metal food and beverage cans, and glass bottles and jars. This facility is helping to meet growing demand for recycling throughout the Valley and helps customers achieve their sustainability goals. The facility leverages cutting-edge recycling technology, including five optical sorters that use digital recognition to identify and separate paper or plastic in milliseconds and artificial intelligence to help reduce contamination. AI system data also enables operators to make real-time adjustments to maximize the volume of materials recycled.

Plastics from the Salt River Recycling Center are transported to the Republic Services new **Polymer Center** in Las Vegas, the first facility of its kind in North America. The Polymer Center's innovative process grinds, sorts and washes the plastics so they can become new bottles, jugs and containers, enabling true bottle-to-bottle circularity.

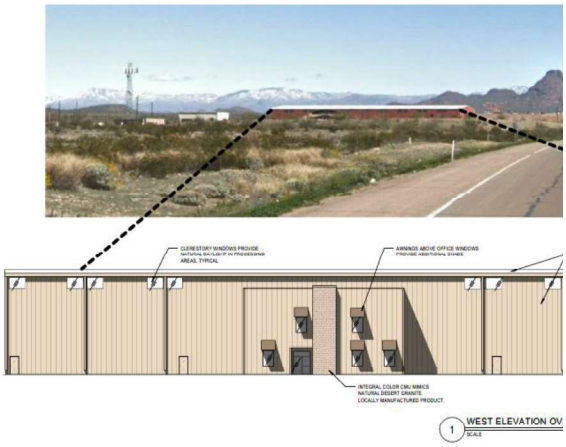
The Salt River facility currently is processing approximately 300 tons per day; with a total

daily capacity of 600 tons. Called a Material Recovery Facility (MRF), it utilizes specialized equipment to process incoming materials, and ship finished commodities to primarily domestic markets.

There are approximately 30 full-time employees working at the Salt River Recycling Center. Our facility is open Monday through Friday from 4 AM to 3 PM to receive material.

Salt River accepts mixed paper, cardboard, newspaper, tin cans, aluminum cans, foil, plastics, bottles, jars, ridged plastics 1,2 and 5, scrap metal and glass. Our cutting-edge recycling facility helps preserve the local environment for future generations.

Description of the Salt River Recycling Facility



Tip Floor

Approximate size: 16,600 sq. ft.
Clear height: 28' min.
Tip Doors: 4 @ 17' 6" W x 20'T

Process Area

Approximate size: 27,240 sq. ft. (include bale storage)
Clear Height 32' clear max

Office (ADA Compliant)

Approximate size: 2760 sq. ft. (2-story)
1st floor: Employee restrooms, breakroom
2nd floor: Offices, Observation/education room

Other

Year constructed 2021
Electric 3000A @ 460/480v
Loading docks 4
Bale storage 550 bales aprx.
Maintenance shop 350 sq. ft.
Supervisor office 120 sq. ft. (Central to sort platform)
Fire Suppression Fire Rover™ automated fire detection & suppression
Scales (2) Inbound & Outbound

Description of Recycling Equipment

Manufacturer Machinex
Year built 2021
Throughput 40 TPH
Balers 2 Machinex 2-ram (Full redundancy)
Optical Sorters 5
Robots 1
Features: Metered infeed
10-station presort
Over belt magnet for ferrous capture
Rare earth magnet eddy current for aluminum
QC Stations for all commodities
Glass clean-up system
Ability to process clean loads (typ. OCC)
High efficiency motors
Residue compacted into trailers (2)

Description of Processing Efficiency and Facility Performance

The system is 100% state-of-the-art Machinex equipment. The recovery and purity rates are both designed to be 95% minimum each when operating the system at 40 TPH. At these ratings, the system was designed for 26 direct sorting staff. The oversized tipping floor is adjacent to the infeed hopper, which has a storage dwell time of about 10 minutes. The material in the hopper advances forward into the drum feeder which distributes a constant burden depth onto the infeed for maximum efficiency. This material first passes a 10-station presort where all non-program materials are removed. Immediately follow the presort is a 3-deck OCC screen, with a 3-deck glass breaker screen directly underneath. This strategy gets the glass and all small contaminants out of the stream early on. This new system has eliminated the need for traditional rubber disc screening, which is cost intensive and deteriorates quality throughout the shift. Instead, this system employs ballistic separating which provides consistent results throughout the day by eliminating rotating shafts. Once all the front-end sizing separation has been completed, there are 5 very wide (3.2m) optical sorters to clean up the stream and remove

contaminants, while others target the desired commodity. After all sorting has been completed, 10 large storage bunkers hold the material until it is ready to be baled. This system has been designed for risk avoidance by having parallel redundant processing lines for the fiber processing, as well as baling.
To get the facility up to full performance is a process of trial and adjustment. The plant is rated at 40 TPH but will typically start-up at 10 TPH until we get all staff trained on their positions, and equipment fine-tuned. The plant will typically run, at first, for a few minutes, then stop while we adjust, then restart. This will continue throughout the first day, by the end of the first day we should be up to 15 TPH and only stopping once every 30 minutes. Each day we will continue to improve, and by the end of the first week we will be near to 40 TPH, and able to run at least 4-5 hours non-stop. Week two following full installation is when we can run "full" production. Typically, every night during the first two weeks involves additional maintenance and adjustment of the equipment.

Full Layout of Recycling Equipment
Attachment "MR-4363A"

Description of Storage of Recyclable Materials

Tip floor (size)	16,600 sq. ft.
Tip floor (volume)	6725 cu. Yd. (850 tons @ 250 tons/cu. yd. density)
# of Storage bunkers	10
Size of Bunker	Large paper 128 cu. yd.
Small paper	103 cu. yd.
OCC	157 cu. yd.
PET	50 cu. yd.
HDPE Nat	45 cu. yd.
HDPE Color	45 cu. yd.
Polyprop. #5	47 cu. yd.
Aluminum	47 cu. yd.
Ferrous Cans	48 cu. yd.
Bulky Rigids	60 cu. yd.
Outdoor bunkers	
Glass	26' x 32'
Clean loads	32' x 32'
Bale storage	Approximately 550 bales, all indoor under fire suppressant.

City of Phoenix MRF

The 27th Ave MRF owned by the City of Phoenix and operated by Balconies has also committed to accepting recycling volume from our collection routes in Buckeye. The facility is currently undergoing a total revamp and is scheduled to open in Q3 2024. The new state of the art facility is designed to process 30 tons per hour and 100,000 tons per year.
The facility is located at:

3060 S. 27th Ave, Phoenix AZ 85043

Service Area: South Metro Phoenix

Capacity: 600 tons per day

Accepted Materials: Commingled recycling.

As stated in Section 6.6.5.F of the RFP.

See the Letter of Commitment from the City of Phoenix in Appendix C.

Types of material processed are listed in Appendix D.

Point of contact: Eduardo Rodriguez, Deputy Public Works Director; (602) 495-5362, or eduardo.rodriguez@phoenix.gov

newsprint material over the deck while heavier materials (plastic, steel, glass, and aluminum) fall onto a debris roll screen and larger plastic and steel dumpsters roll off onto a conveyor. The spacing of the old newsprint screens allows the glass to fall through (where glass is included in the program) and then is conveyed to the glass screening system. An electromagnet pulls any metal cans out of the paper stream and the paper stream continues for further separation.

Polymer Centers and Advanced Technology

Through innovation and investment, Republic Services is advancing circularity for plastics. It's the first time a single U.S. company will manage the plastics stream from curbside collection to delivery of high-quality recycled content for consumer packaging.

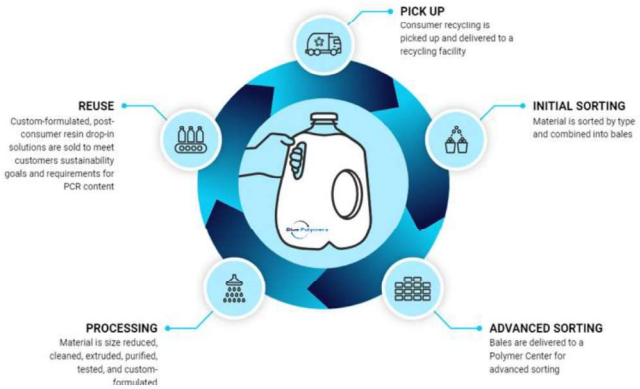
In other companies, plastic processed at the recycling center is typically sold to a company that will 'downcycle" the plastics into products like clothing, carpet, or construction piping. Although these participants in the industry do play an important role in recycling plastic commodity, the end result is typically a product that will not be recycled at the end of its useful life. The Republic Services Plastics Polymer Centers will advance circular economy for the long term, by ensuring that plastics collected at the curb are processed to be used in consumer packaging again. This means a water bottle will in fact become another water bottle.

In recent years, consumer brands have set ambitious targets to use more post-consumer content in their packaging, but the current supply of production grade recycled plastics falls short of the national demand. The Republic Services Polymer Center will meet this increasing demand for reliable, high-quality supply of recycled plastics, helping consumer brands achieve their sustainability commitments.

Rigid plastics collected from residential and commercial customers and sorted at local recycling facilities will be delivered to the Polymer Center for processing, including shredding and hot washing or sorting by color. The facility is expected to produce more than 100 million pounds per year of recycled plastic products including 100% post-consumer PET flake delivered to the food-grade marketplace to enable bottle-to-bottle circularity. In addition, HDPE, and PP packaging such as detergent jugs, which today are collected in multicolored bundles, can be separated by plastic type and color, allowing, for example, an orange jug to be recycled into another orange jug.

The first Polymer Center opened in Las Vegas in December 2023, and will process plastics from Republic's recycling facilities in the West, including Buckeye's plastics. Republic anticipates opening an additional three centers by 2025 to provide national coverage and further drive circularity.

Republic Services is proud to lead the industry in innovation and investments that promise to expand traditional recycling to meet the sustainability needs of our customers and the planet.



Blue Polymer

Blue Polymer is a new joint venture Republic Services announced. Blue Polymer and Republic Services will manage the plastics stream through an integrated process from curbside collection to production of recycled feedstock for consumer packaging.

Plastics from the Las Vegas Polymer center will be sent to the new Blue Polymer facility currently under development that will be located in Buckeye. At the Blue Polymer Center, plastics will be converted to pellets that are used to manufacture new plastic packaging. The Blue Polymer center currently in design is $95M investment in the City of Buckeye that will create 60+ high skilled manufacturing jobs.

6.6.6 Collection Vehicles

Last year, Republic set a target to reduce its primary greenhouse gas emissions 35 percent by 2030. In keeping with this objective, Republic has aggressively pursued electrification of our vehicles. In 2024, Republic Services plans to deploy electric vehicles in Arizona.

An overview of the collection vehicles specified for this contract is included in Figure 13 below. Vehicle color and branding are visible in the photographs on the following pages.

Maintenance Facility, Program and Cleaning

All vehicles are parked, maintenance, and washed at our facility at 4811 W Lower Buckeye Rd. All collection truck bodies are washed once per week and chassis and engines receive a deep cleaning one per month.

Preventive Maintenance (PM) is the hallmark of OneFleet, the cornerstone of our maintenance and operations execution standards. OneFleet ensures our trucks are route ready, every day. Republic Services prescribes six levels of PM activity at varying truck hour markers.

Additionally, drivers perform a pre-trip inspection prior to leaving our facility and a post trip inspection at the end of the day. Any defects noted are sent electronically from the drivers tablet via a Vehicle Condition Report (VCR) to our on-site maintenance department. The Maintenance Supervisor reviews all VCRs with defects and assigns them to the appropriate technician for repair. If a repair cannot be completed on a safety item or on a DOT out of service

Republic Services' operations team is market-leading through training, collaboration, and hands-on experience

- The most robust operations supervisor training in the industry
- Average of 15:1 route to dedicated supervisors' ratio – means prompt response and oversight for your community.
- Proven optimized routing process ensures efficiency, safety, and minimal impact on city streets.
- Republic Services executes 5M pickups per day

*Figure 13. **Collection Vehicles**. Included below are the projected frontline vehicles that will be utilized to service this contract.*

Count	Unit #	Body Type	Chassis Make	Model	Date in Service	Fuel Type
1	2014	Rear loader	Peterbilt	520	7/16/2020	Diesel
2	2015	Rear loader	Peterbilt	520	12/31/2019	Diesel
3	2017	Rear loader	Peterbilt	520	5/1/2018	Diesel
4	2018	Rear loader	Peterbilt	520	3/30/2018	Diesel
5	2019	Rear loader	Peterbilt	520	4/11/2018	Diesel
6	2021	Rear loader	Peterbilt	567	10/7/2022	Diesel
7	2022	Rear loader	Peterbilt	567	9/23/2022	Diesel
8	2106	Rear loader	Freightliner	320	7/22/2021	Diesel

Count	Unit #	Body Type	Chassis Make	Model	Date in Service	Fuel Type
1	2505	Side loader	Peterbilt	520	2/27/2018	Diesel
2	2601	Side loader	Peterbilt	520	7/22/2019	Diesel
3	2602	Side loader	Peterbilt	520	8/16/2019	Diesel
4	2604	Side loader	Peterbilt	520	5/13/2019	CNG
5	2605	Side loader	Peterbilt	520	6/4/2019	CNG
6	2606	Side loader	Peterbilt	520	7/1/2019	Diesel
7	2607	Side loader	Peterbilt	520	7/10/2019	Diesel
8	2608	Side loader	Peterbilt	520	11/20/2019	Diesel
9	2609	Side loader	Peterbilt	520	4/14/2020	Diesel
10	2610	Side loader	Peterbilt	520	4/14/2020	Diesel
11	2611	Side loader	Peterbilt	520	6/22/2021	Diesel
12	2612	Side loader	Peterbilt	520	6/15/2021	Diesel
13	2613	Side loader	Peterbilt	520	6/23/2021	Diesel
14	2614	Side loader	Peterbilt	520	8/12/2021	Diesel
15	2615	Side loader	Peterbilt	520	8/10/2021	Diesel
16	2616	Side loader	Peterbilt	520	12/10/2020	Diesel
17	2617	Side loader	Peterbilt	520	6/10/2022	Diesel
18	2618	Side loader	Peterbilt	520	11/17/2022	Diesel
19	2619	Side loader	Peterbilt	520	5/4/2023	Diesel
20	2620	Side loader	Peterbilt	520	9/20/2023	Diesel
21	2621	Side loader	Peterbilt	520	12/28/2023	Diesel
22	2623	Side loader	Peterbilt	520	9/5/2023	Diesel
23	2624	Side loader	Peterbilt	520	8/25/2023	Diesel
24	2622	Side loader	Peterbilt	520	3/11/2024	Diesel

*Figure 14. **Collection Vehicle Overview.** Republic Services vehicles are maintained to the highest standard.*

Automated Side Load

Fuel Type: Diesel

Chassis: Peterbilt 520

Body: McNeilus Zero Radius

Capcity: 27 CY

No. Axles: 4

GVW: 57,500

Rear Loader

Fuel Type: Diesel

Chassis: Peterbilt 520

Body: Heil

Capacty: 27 CY

No. Axles: 4

GVW: 55,500

Automated Side Load

Fuel Type: Diesel

Chassis: Peterbilt 520

Body: McNeilus Zero Radius

Capcity: 27 CY

No. Axles: 4

GVW: 57,500

Rear Loader

Fuel Type: Diesel

Chassis: Peterbilt 520

Body: Heil

Capacty: 27 CY

No. Axles: 4

GVW: 55,500

item, the truck is placed out of service until the repair can be completed.

Engineering Design Partnerships

Because Republic purchases over 750 collection vehicles each year, it has

considerable design input with its vehicle manufacturers, which has yielded collection vehicles with optimized carrying capacity, significantly reducing emissions and vehicle miles traveled.

Additional Collection Vehicle Advantages

Since Republic collection vehicles are co-engineered with the manufacturers and are therefore, purposefully built, the vehicle uptime is improved making the collection to delivery cycle shorter.

- **Lightweight Body Design**

Republic and Heil have been strategic partners for about 20 years and have designed a lightweight front loader body allowing Republic to safely run ten-ton legal payloads while still maintaining a durable platform and conforming to the Federal Bridge Weight Standards. The project has been a huge success with over 1,000 Heil lightweight front loaders running in the field.

- **Camera Technology**

Republic's cab technology integrates with cameras to document service issues on driver's phone. This technology is GIS/GPS-driven.

- **Service Verification**

Through the use of Republic's Connect application, Republic driver and truck locations are reported at regular time and distance intervals, providing the operations team with the whereabouts and situational awareness of the fleet and all routes during the day. Additionally, Republic utilizes geo-fencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This information assists operation team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

Vehicle Maintenance Program

Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

These procedures, along with Republic's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

Republic has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The Company keeps accurate and detailed maintenance logs—available to City staff for inspection upon request—identifying each vehicle by identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed.

One Fleet Initiative

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Vehicle Inspection Reports

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated, and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

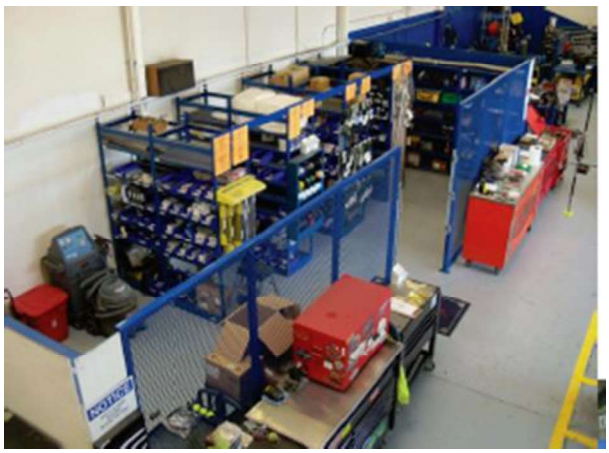
Preventive Maintenance

Republic Services prescribes six levels of PM activity at varying truck hour markers.

- Every 150 hours - full inspection, including nuts/bolts/fluids/no cracks.
- Every 450 hours – 1, plus full lubrication service
- Every 1,350 hours - transmission, front suspension, air-to-air, hydraulics, CNG inspection
- Every 2,700 hours – 1- 3, plus drain transmission, new filters, and fluids; crank ventilation filters; exhaust system inspection/service, cleaning, catalyst inspection/service.
- Every 5,400 hours – 1-4, plus differential fluids, DPF system, overhead valve adjustment, fuel systems inspection/service
- Every Year – Annual Federal Safety Inspection

*Figure 15. **OneFleet.** Our preventive maintenance system contains six pillars.*

*Figure 16. **Parts Management** is a key component of our successful OneFleet program.*



Equipment Safety Features

All Republic collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:

- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- In-cab methane detection monitoring systems
- Dual air horn
- Prutsman 7 x 16" West Coast Mirrors
- Dual convex safety mirror

*Figure 17. **Our highly specialized technicians** deliver a best-in-class fleet for your municipality.*

- Body hoist, arm, rear door warning alarms
- Tag axles
- Rear working strobe warning light
- Right-hand turn safety equipment

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

Tracking and Reporting of Equipment Maintenance and Repairs

Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to Company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

Workplace Organization

A clean and organized workplace makes for a safer and more efficient environment. At Republic Services, we abide by the Five S's:

- Sort
- Straighten
- Sanitize
- Standardize
- Sustain

Training

The Republic Services OneFleet initiative is built on the foundation of an educated work force. Ongoing tech training, on-the-job projects, as well as formal classroom clinics, are all part of the "Republic Services Way."

Partnership

Joint accountability and proper communication between maintenance crews and operations personnel (drivers and supervisors) foster fewer unscheduled repairs and breakdowns. Each day, drivers:

- Drivers perform a pre-trip inspection prior to leaving our facility and a post trip inspection at the end of the day.
- Any defects noted are sent electronically from the drivers tablet via a Vehicle Condition Report (VCR) to our on-site maintenance department.

The Maintenance Supervisor reviews all VCRs with defects and assigns them to the appropriate technician for repair.

If a repair cannot be completed on a safety item or on a DOT out of service, the truck is placed out of service until the repair can be completed.

Maintenance and Operations teamwork hand in hand to ensure daily safe operation of our vehicles.

Parts Management

The right part at the right time is critical to maintaining a fleet. With proper inventory management, parts are on hand for all scheduled repairs. That decreases truck and labor down time and reduces overall costs for the customer. Integral to the parts

*Figure 18. **Clean, well-maintained trucks**. Our well-maintained fleet is a direct reflection of your municipality.*

maintenance program is a maintenance bay. The floors and shelves are kept clean and orderly. With proper scheduling, parts are also staged on dumpsters in advance of a technician's arrival.

The real benefit of OneFleet is the positive impact to the customers. Republic Services drivers begin each day with a safe and reliable fleet. A reliable fleet allows the frontline employees to focus outwards and onto the MSW and recycling needs of the community.

Reserve Fleet

Republic maintains a reserve fleet typically of about 17% to be used in the event a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs.

Service interruptions due to mechanical breakdowns on route will be further minimized since the Republic's solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

Vehicle Appearance

Republic always maintains its solid waste and recycling collection fleet in clean condition and in excellent repair. All vehicle parts and systems are checked by maintenance staff according to Republic's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely.

Republic's route drivers are required to conduct pre- and post-trip vehicle inspections as part of the daily routine to assure all equipment is operable and safe before use. To maintain a professional brand, Republic adheres to strict standards relative to equipment color and signage. All collection vehicles are washed regularly at a wash station conforming to Best Management Practice guidelines for non-point source pollutants.

Environmental Stewardship

Additionally, Republic's commitment to the environment is evident in its maintenance

*Figure 19. **Vehicle Appearance** - To maintain a professional brand, Republic adheres to strict standards relative to equipment color and signage*

shop practices, where everything that can be recycled, is recycled, including:

- Motor and Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

On-Board Technology

The following hardware and applications are key to service accuracy, verification, as well as data capture and reporting.

The Rise Platform

In 2022, Republic Services rolled out the RISE software route management platform.

The RISE platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:

- RISE Portal
- RISE Map
- RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

The RISE Map will quickly allow new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit will help eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

The last piece of the RISE platform is the RISE tablet. Republic Services completed roll out of the RISE tablets in 2023 companywide. The RISE tablets will provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software will use real-time traffic conditions to avoid delays and incorporate safety mechanisms that record the truck's height, weight, and length to ensure overpasses and bridges can support our vehicles.

Pdv Connect

While Republic Services rolls out the RISE platform, we will continue to use our pdvConnect system, a highly stable and reliable method for managing our fleet operations. We have completed extensive testing of alternative devices, and have selected the Sonim XP5 rugged handheld device, running the pdvConnect application.

*Figure 20. **RISE Platform**. Our new platform is in the process of rolling out over the next few years and will yield even safer, more efficient collection for your municipality.*

The Sonim XP5 offers the ruggedization and environmental specifications that our industry operations demand, yielding handsets that we can rely on.

We issue all drivers a rugged handheld device equipped with the pdvConnect application each day as they check in for their route. The operations dispatch team then utilizes the pdvConnect desktop application to monitor and communicate with the drivers out on routes throughout the day.

Samsara Dual Facing Cameras

All residential trucks that service the City of Buckeye, will also be equipped with Samara dual facing cameras. This system is also GPS enabled. One camera faces the driver and is used by the Operations team to ensure drivers are following safe practices. The second camera faces forward giving a view of a street. These cameras provide a real time feed while the truck is powered on. Republic Services can grant access to the Samara system to designated users so that the users can use the outward facing cameras feed for service verification or to see service exceptions real time.

GPS Tracking

Through use of the pdvConnect application or our RISE platform, our driver and truck locations are reported at regular time and distance intervals, providing our operations team with the situational awareness of our fleet during the day.

In addition, we utilize Geo-fencing capabilities, to set geographic boundaries, which trigger alerts and awareness when vehicles cross a defined geo-fence border.

*Figure 21. **Driver Connected Devices**. Our drivers are equipped with Sonim XP5 rugged devices offering GPS tracking and 2-way communications.*

This information can assist operations team members with monitoring whether drivers are on schedule for completion of their route, or if additional support may be required due to unforeseen circumstances.

Future Alternative Fuel Vehicles

As the current fleet is replaced, Republic Services will replace the residential collection fleet with cleaning burning natural gas trucks.

Electric Vehicles

Republic Services is proud to lead the industry in the push to convert to an all-electric fleet.

We currently operate one of the largest vocational fleets in the country, with more than 16,000 vehicles in operation daily. For this reason, we have set one of our sustainability goals to reduce our greenhouse gas emissions 35% by 2030.

This is an aggressive target, which is backed by the Science Based Targets Initiative (SBTi) and is also in line with the Paris Climate Accord. One of the greatest opportunities of achieving this goal is to advance the state-of-the-art technology for electrification, to enable the conversion of our fleet.

Understanding Factors for Success

To successfully convert operations from a diesel- or CNG-powered fleet to electric, it is important to understand the complexity of the environmental services operation, and the balance that must be achieved across four key factors.

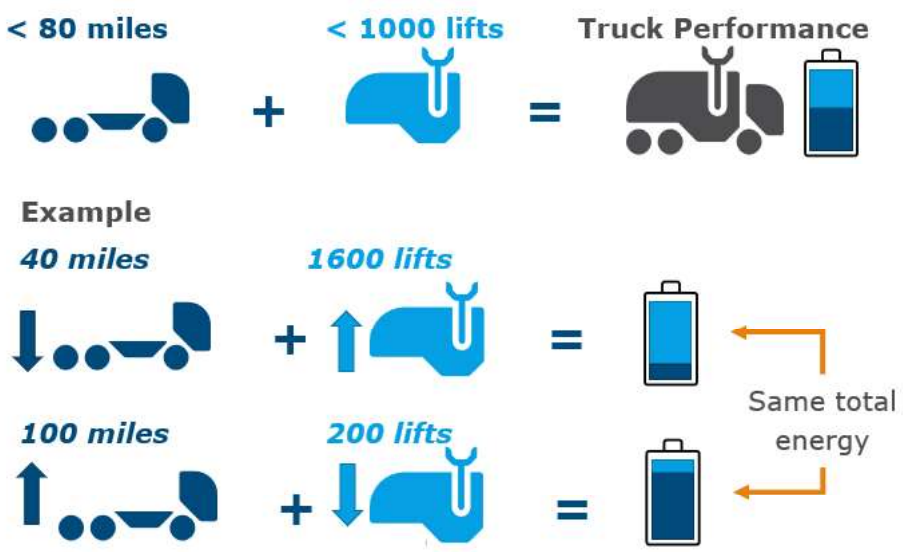
Truck Performance

The operational requirements of a modern recycling and waste collection vehicle make it arguably one of the most challenging platforms to electrify. This is due to several operational constraints:

- Route trucks must run continuously throughout the day and do not have the ability to stop and recharge for hours at a time.
- On collection routes, trucks touch 800-1,600 homes, starting and stopping every few hundred feet, which presents a greater body power draw than a long-haul over-road truck.
- During the collection operation, the truck must power the lift arm that grabs the cart, tips the material, and places the cart back on the curb. Additionally, as the truck hopper fills with material, the truck must power the compactor, which compresses the material in the body of the truck to allow it to maximize the number of homes it can collect before requiring a disposal trip.
- The weight of the collected material in a solid waste truck can be multiple tons, which places an additional burden on the drive train and requires more power draw to propel the vehicle than when empty.

Together, these operational constraints create an initial performance requirement for a solid waste truck that is far greater than a transit bus or over-road tractor trailer. This means that the major platform manufacturers of industry collection platforms must innovate and advance the state of the technology to achieve these operational requirements.

*Figure 22. **Power Trade-offs** – Power utilization is a function of route distance and number of lifts/compactions.*



Infrastructure

Charging a fleet of collection vehicles presents a utility power challenge that must be considered. The entire fleet in a hauling facility is on route at the same time during the day. This requires an electric fleet to be charged during a specific period, typically from end of day until early morning hours. As the size of the electric fleet increases at each hauling facility, the need for sufficient power (transformers, switch gears, distribution line and charging stations) also increases. In very large hauling facilities, which contain upward of 100 trucks or more, a partnership with the local power company may be required to design and construct infrastructure to deliver the required power to the fleet during the same down time.

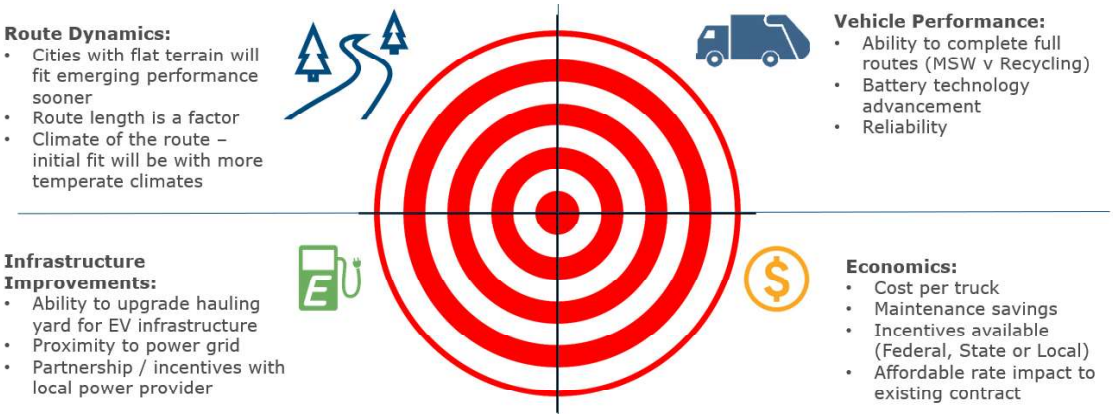
Route Dynamics

The location and terrain of routes will play a factor in early ability to electrify a fleet successfully.

- Terrain is a factor in early-stage operations because of the power draw increases when navigating hilly terrain, especially with heavier collection loads. Routes with terrain will tend to deplete the current battery charge before the route can be completed, which would require the truck to be taken out of service to recharge during the day. Correspondingly, a route that is flat will not present the added power draw to the platform, and thus be more successful in the early stages of development.
- The climate of each route can also present operations challenges, as some routes are in extreme heat, while others are in extreme cold during a portion of the year. Cabin comfort and battery conditioning consume more energy in hot and cold environments. For this reason, in initial stages of development, ideal routes will be in moderate temperature markets.
- Lastly, the weight of the collected material will place an added power burden on the platform. This indicates that initial routes to electrify will best be focused on recycling (over solid waste), until platform performance can complete a full route with heavier solid waste payloads.

Until battery technology and platform performance exceed operational requirements, the optimal route will be on flat terrain, in mild climate temperatures, and collect relatively lighter loads.

*Figure 23. **Four Factors of Success** – In order to convert a program to electric powered vehicles, these four factors must be aligned*



Economics

Like any new and emerging technology, electric-powered waste collection vehicles cost a premium. On average, the trucks cost about $200,000 more than a RNG powered equivalent truck in 2022. Additionally, the infrastructure required to bring power and a charging station to the hauling yard parking space will add an additional cost to the initial capital. The cost per truck for the infrastructure investment will vary depending on the total number of trucks being implemented in the rollout, as there is a considerable cost to bring the power into the hauling yard, regardless of whether it is for one truck or 21 trucks.

To make the economics work for a municipal program, there either need to be incentives to help close the economic gap, or the municipality needs to be supportive of the additional costs flowing through to the price per home. In either case, the introduction of the new technology must have the awareness of the municipality in their procurement, as the cost differences would otherwise cause a bidder to lose on price unintentionally.

Lastly, the economic topic is one that will likely change over time. Like most new technology topics, Mohr's Law will apply to fleet electrification. Technology will improve over time and costs will decrease over time, opening the topic for fleet transition to EV in more and more cities over the coming years. We strongly encourage municipalities interested in bringing electric vehicles to their program to engage in dialogue with Republic Services, to monitor where they are in the "4-Factors for Success."

Pushing State of the Art

Republic Services is very proud to lead the industry in our aggressive push to electrify our fleet. Despite the challenges described, we are not shying away from the topic. In fact, we are engaged with multiple platform manufacturers. Our investment in the advancement of the technology is multi-faceted. We start by flowing operational facts and needs to them, so that their development teams understand the real-world paces that the platform must perform. We then put our money where our mouth is by buying their prototype and early production trucks and running them through their paces on real routes in multiple locations in the United States. Lastly, we give the feedback from those real-world routes back to the manufacturers, so they can learn from our efforts and improve on their designs.

Ongoing Pilot Programs

In 2022, we have two pilot programs running on real routes. One in Hickory NC, and the other in Boise ID. Each of these locations is using a different platform manufacturer's truck, offering performance feedback to both teams.

Long-Term Plans

Our long-term plans are aggressive, but achievable. As performance, infrastructure, route dynamics and economics mature for all routes in all geographies, we will implement electric trucks in our fleet as part of our planned replacement and obsolescence program. Before that time, we will continue to implement EV where economic incentives or a willingness to pay exist, as long as the performance and route dynamics are aligned.

6.6.7 Residential Collection Schedules and Route Maps

As the current hauler for the City of Buckeye, there are benefits of incumbency that deserve to be conveyed. First, Republic is a known entity through its service history and proven track record of exemplary performance and safety in Buckeye.

The company has all the personnel, systems, equipment – infrastructure – in place to allow it to continue providing the same excellent service the City of Buckeye has come to expect from Republic. Republic also has the human and equipment capital to grow with the City of Buckeye.

Republic Services strongly encourages the city to convert to same day trash and recycling service. However, if the City chooses to continue with the current two-day collection system, Republic will maintain the current service days and route structure. Staying with two-day collection requires no day changes for customers and leave the existing service areas in place.

Using our routing software, we have developed a routing model for one-day collection option. There is a slight reduction in the number of routes needed to accomplish services, but this requires all 37,400 residents will experience one day change. The means that either their trash or recycling service will change so that both services are on the same day. Of the 37,400 residents 10,011 would have a completely new service day. For example, a customer might currently have trash service on Monday and recycle on Thursday their new day for trash and recycle could be Tuesday.

See Appendix E for service areas by day for one day collection.

Figure 24. Two Day Service Areas – The current service areas would remain the same.

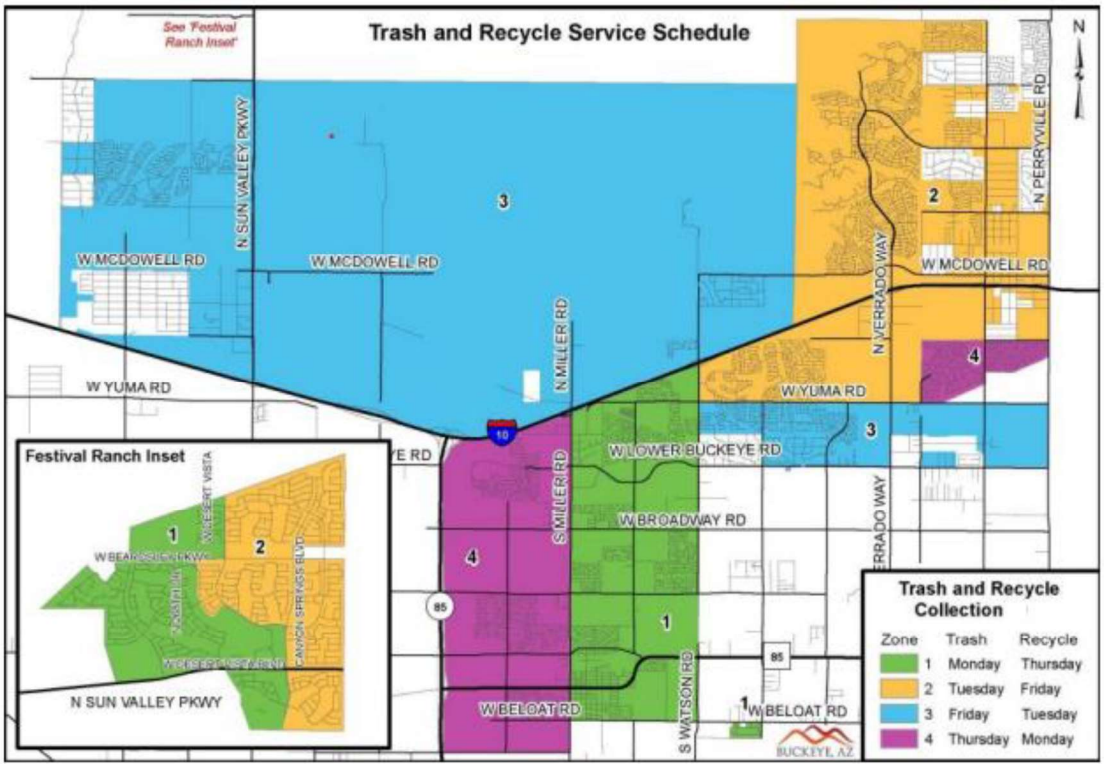


Figure 28. Two Day Service Table of routes, driver, and trucks per day.

Current Service/Routes

Buckeye Routes by Truck Style/Stream:	ASL- MSW	ASL- REC	REL- MSW	REL-REC	BULK- MSW	Total
Monday	10	8	2	0	1	21
Tuesday	10	6	2	0	1	19
Wednesday	0	0	0	0	5	5
Thursday	8	7	0	2	1	18
Friday	7	10	1	2	1	21

Figure 26: One Day Cart Service Areas: Maps by day in Appendix E

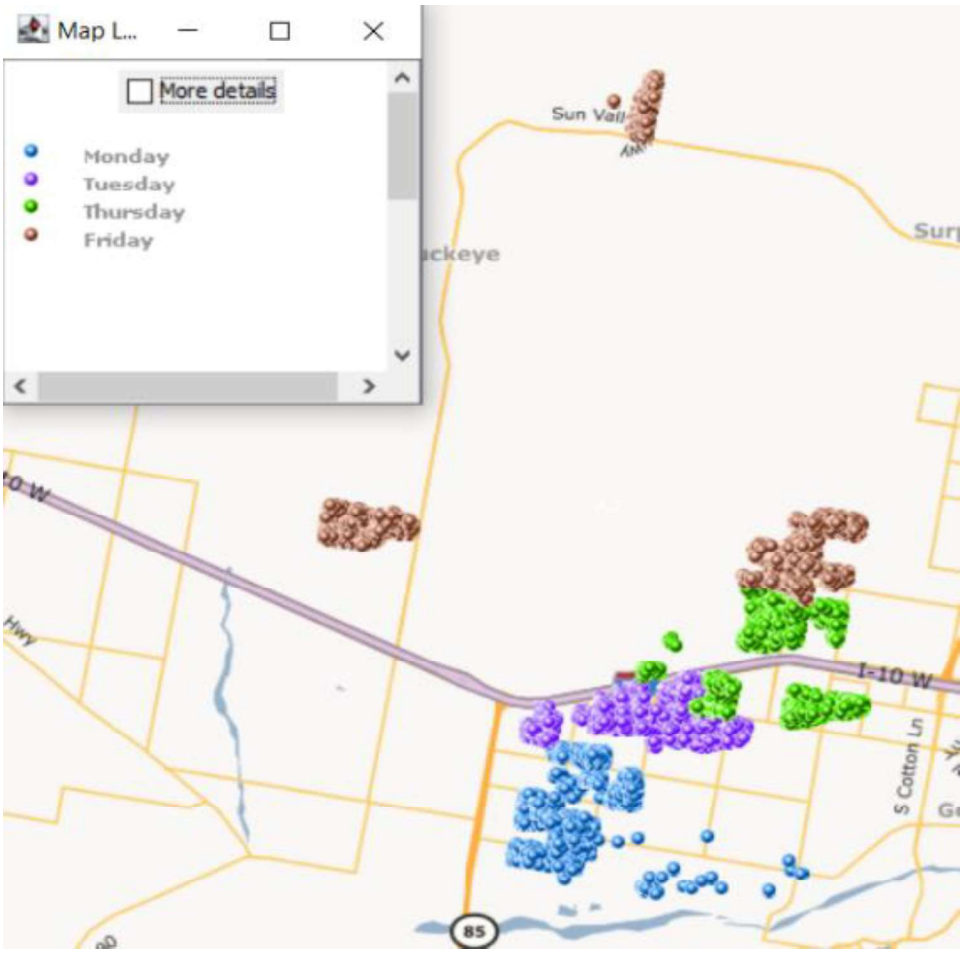


Figure 27: One Day In-ground Service Areas: Maps by day in Appendix E

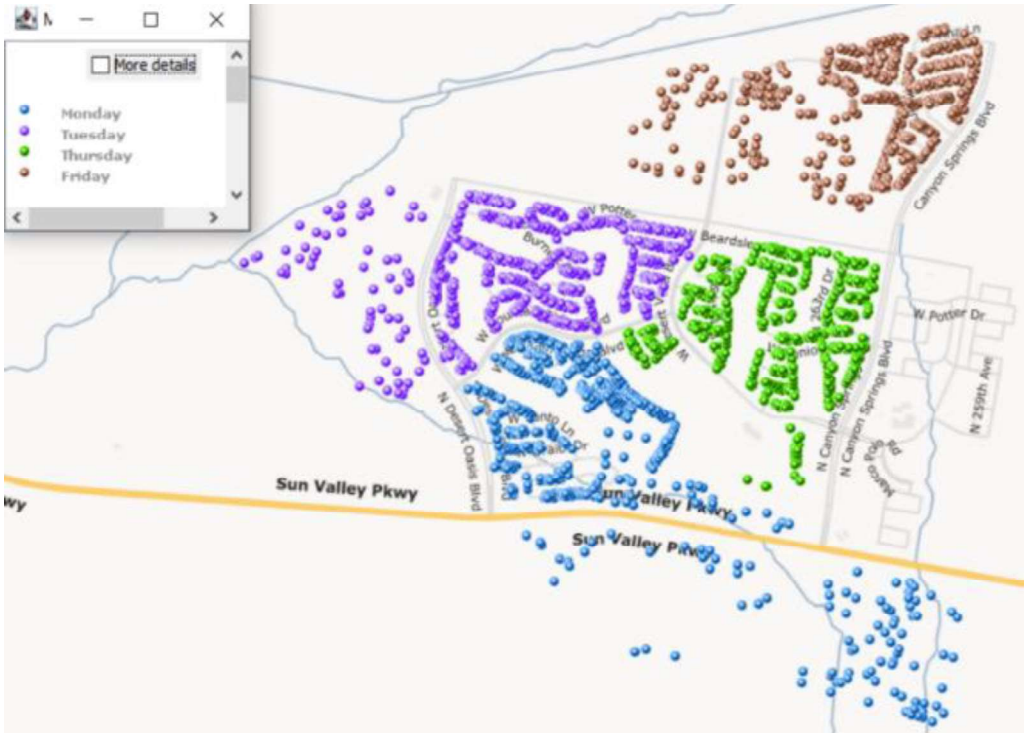


Figure 28: Table of routes, drivers, and trucks per day for One Day Collection

Same Day service/routes

Buckeye Routes by Truck Style/Stream:	ASL- MSW	ASL- REC	REL- MSW	REL-REC	BULK- MSW	Total
Monday	8	7	1.5	1.5	1	19
Tuesday	8	7	1.5	1.5	1	19
Wednesday	0	0	0	0	5	5
Thursday	8	7	1.5	1.5	1	19
Friday	8	7	1.5	1.5	1	19

For alley collections, Republic proposes the use of rearload crews so that residents can place both carts out for service on the same day of the week. This will require two separate passes by the truck to collect the commodities separately. All our rearload carts are equipped with tippers to allow crews to safely empty the carts. We will work with the City to determine the place placement for carts in each alley.

6.6.8 Personnel

Republic Services offers a superior partnership for our municipalities by attracting, training and retaining the top talent in our industry.

As the incumbent, Republic Services knows the correct number of staff that is needed to service the City of Buckeye. As laid out in Figures 28 and 29 in Section 6.6.7, we have the staff already on the team to service the city with either the current two day service or with the proposed one day service model.

Training, Policies and Processes

All employees have received extensive safety, compliance and customer service training.

Annually drivers receive training on the following topics:

Accident Prevention	Heat Stress
Lock out/Tag out	Fall Protection
Hazard Communication	Heat Stress

Personal Protective Equipment

Blood Borne Pathogens

Emergency response

Fire Prevention/Extinguishers

Hearing Conservation

Additionally, because the solid waste industry is the 6th most dangerous job, Republic has an industry leading safety program. Focus 6, prioritizes training on the 6 incident types most likely to change to a life:

Backing, Pedestrian, Intersections, Rollovers, Push/Pull/Lift, Rear-end Collisions.

Drivers receive monthly training and skills courses related to each of the Focus 6 categories.

Republic Services also has Absolutes and Standards, which are the rules at the foundation of how we operate:

<u>Absolutes</u>:

Seatbelts, Personal Protective Equipment, Lockout/Tagout, Multi-Crew Backing, Uniforms and Fleet Security.

Each of these details the Republic way for how we operate.

All employees receive monthly receive refresher training on an OSHA topic, an Absolute and a Focus topic. The fourth week of the month is reserved for a Customer Zeal topic. Additionally, every day starts with a safety message at each crew out. Safety is our priority and customer service is our passion.

New Hire Driver Training

Candidates must complete a rigorous interview process. This includes a panel interview with 3 Supervisors and the Human Resources Manager. They are then invited to participate in a realistic job preview (RJP). The candidate arrives at his/her corresponding crew out time, participates in the crew out safety meeting and then is assigned to a ride along. The ride-along is conducted by our Certified Behind the Wheel Instructors (BWTI).

To be a BTWI, a driver must be a minimum of two years incident free and complete a certification class. The prospective candidate rides with the BTWI for four hours. At the conclusion of the RJP, the candidate meets with the Operations Manager. Before a hiring decision is made the Operations Manager, Supervisor and Human Resources Manager hear the feedback from the BTWI and then a hiring decision is made.

Once selected, a candidate must pass a background check and drug screen. Then they are ready for a minimum 17-day orientation and training process. The first two days are in class Focus 6, OSHA and Fundamentals of Safe Driving class. Then the new hire spends 15 days with the BTWI learning to drive the Republic Way. Training is capped with a supervisor ride-along and a release from training meeting with the new hire, BTWI, Supervisor, Operations Manager, General Manager and Area Safety Director.

Dress Code

During Crew out, Supervisors ensure that all employees are adhering to our Uniform Absolute

Absolutes and Standards

Absolute

Approved uniforms must be worn by required personnel at all times during working hours. Employees must be in their uniform and ready to work before clocking in for the day and remain in uniform for the duration of their shift.

Absolutes and Standards

Attracting Top Talent

Delivering differentiated service in our complex industry requires attracting, training and retaining the best talent in the industry. We accomplish this by identifying employees with relevant experience and skills, and then training them on the unique complexities of our industry, while instilling

the Republic Way of delivering customer zeal every day. The result is a highly engaged workforce, who participate in twice annual surveys to tell leadership how they feel about the company, and their personal role in delivering success to our customers.

Driver Recruiting

Locally, even when fully staffed, we continue to conduct driver interview 3 days per week to ensure there is an adequate bench of candidates. Additionally, we have a policy of staffing to +1 of our operational need.

DoD SkillBridge

In 2022, Republic Services proudly opened its doors to the Department of Defense's SkillBridge program. SkillBridge is a nationwide program that provides transitioning Service members an opportunity to gain valuable civilian work experience through specific industry training, apprenticeships, or internships during their last 180 days of service.

SkillBridge provides Republic Services the opportunity to access and leverage highly trained and motivated individuals. Service members participating in SkillBridge receive their military compensation and benefits, and Republic Services provides them with training and work experience.

With thousands of Veterans already working hard and giving their best at Republic every day, we look forward to helping the next generation of Veterans find impactful and fulfilling work in the next chapter of their careers.

Talent Link

With a national workforce of over 40,000 employees, Republic Services is constantly seeking talent to join our growing team. Equally, we recognize that our municipal partners have workforce development initiatives, seeking to increase the average wage of residents in their municipality.

Our Talent Link program connects the dots between two existing initiatives that are happening separately. We want to help your workforce development objectives while hiring more people into long-term careers with Republic Services.

The Municipality positions our hiring program to residents through appropriate websites or marketing that fit the local initiative for workforce development.

Interested candidates visit RepublicServices.com/Talent Link, where they can:

Better understand positions and careers at Republic Services

Decide if they aspire to work in their local municipality, or if they aspire to live in another location.

Apply to one or more positions.

Candidates who are hired either start in their roles immediately or may be trained in skills and certifications before being placed in their career.

Three positions we're training and hiring for are drivers, technicians and call center agents.

Republic Services then tracks candidates who originate through your Municipal Talent Match program efforts, enabling summary reports of hiring and careers impacted over time.

Creating Top Talent

Once we hire the best employees from outside our industry, it is imperative to train them on the nuances and complexities that make the environmental services industry so interesting. We run a series of intentional programs to help train and certify our employees to comply with industry, local laws and the Republic Way of running our operations. Our programs are even capable of creating a long-term career for an employee who lacks the training and certifications on their initial day of hire. For those interested in learning and mastering a trade such as CDL driving or becoming a technician, we will train and mentor them every step of the way.

*Figure 29. **DoD Skillbridge Program** enables transitioning veterans with relevant experience and skills to build a successful career at Republic Services.*

Driver Training Program Institute

There continues to be a growing national shortage of CDL drivers across all industries needing commercial drivers in country. The rate of retiring CDL drivers exiting the industry after a successful career is greater than the rate of new CDL drivers entering the industry. If left unchecked, this will result in a continued premium being placed on the CDL salary to attract drivers, as well as competitors poaching drivers using signing bonuses or other incentives.

To address this national challenge, Republic Services is ensuring continuity of service, particularly during labor shortages and working to hire driver candidates, and work with them to train and ultimately earn their CDL certification. By working with our employees to train, certify and establish a successful career as a CDL driver, we plan to maintain our position as a company with one of the longest tenured drivers' teams in the industry.

Technical Institute

It is becoming increasingly competitive to attract and retain technician talent in our industry. For this reason, we created our Technical Institute, located in Dallas Texas, which enables Republic Services to develop a pipeline for talent and will provide ongoing training to retain technicians.

The Technical Institute offers a systematic training approach and ongoing support to improve our fleet maintenance, increase productivity, and reduce downtime of our trucks and equipment.

Our state-of-the-art Technical Institute offers a unique learning and development environment. Students receive paid training programs designed to provide new hires with high-tech classroom, computer-based and on-the-job opportunities while working

Figure 30. State of the Art Technical Institute is creating our top technicians of tomorrow.

toward industry-related technical certifications. Apprenticeships combine paid-on-the-job training with classroom instruction to prepare workers for skilled technical careers.

The Republic Services Technician Apprenticeship Program is a two (2) year program including:

- Twelve (12) weeks of company-paid training at the Technical Institute
- Successful graduates of the Technical Institute will continue with an additional twenty-one (21) months of on-the-job training (OJT) at a Business Unit.
- Upon successful completion of the apprenticeship requirements, apprentices will become C-Technicians and earn industry-recognized and nationally portable credential based on Department of Labor standards.

General Manager Accelerated Program (GMAP)

The General Manager Accelerated Program (GMAP) is a full-time two-year development program that provides on the job training and formal learning through a structured sequence of tasks and rotations. Assigned to a Business Unit in the field, GMAPs learn the fundamentals of the business, sharpen their leadership skills, and establish close working relationships with executives, Area and BU leaders, employees and our customers. The strong operational, networking and leadership skills developed, enable our GMAPs to effectively prepare for placement as a General Manager upon completion of the program.

Leadership Academy

The Republic Services Leadership Academy (RSLA) is a year-long transformative leadership development experience for mid-level leaders to increase capabilities in their current role and support growth towards greater responsibilities by strengthening their leadership effectiveness, business acumen, strategic thinking, & innovation.

Employees identified as having the potential to be a future leader in the company are placed in the leadership academy, which gives them exposure the real-world business challenges while also expanding their professional network across their peers and company executives. Many of our upper-level leaders were previous members of the leadership academy.

Evidence of Success

We rely on several indicators to inform us that our goals and objectives regarding talent are on track. They range from direct internal feedback from our employees themselves, to respected external third-party organizations through awards and recognition.

Staffing and Communication

Republic Services understands that there will be time when key employees will need time off or seek other employment opportunities. As a plan to cover key roles Republic Services has implemented a SOS program, which allows other employees from other sites to temporary be assigned to another site and assist with operations. This program covers all hourly positions in the company. When a large-scale emergency event lowers staff beyond minimum requirement, Republic Services will activate this program.

Operation Managers also can be temporarily transferred to another site if key leadership is not available at a site. Republic Services local and area teams will first deploy area support to the site before transferring other managers. But if the support area team is unavailable then transfers will be done until new management is hired.

In addition, we will communicate daily with the area team to coordinate support where needed.

Employee Engagement

Employee Engagement is defined as the extent to which employees feel passionate about their jobs, are committed to the organization, and put discretionary effort into their work. Not only can levels of engagement be observed and measured, but they can also be influenced through promoting a deepening sense of belonging, meaning, and value to the work.

Twice each year, Republic Services runs an Employee Engagement Survey across all of our 40,000 employees. We currently enjoy a 99% participation rate and continue to strive to achieve 100%. The responses provide us with guidance to help shape our benefits, processes, and working environment to continue to foster a great place to work. We also use this information to create action plans focusing on specific improvements that teams can focus on to enable a positive and productive work environment.

Our Engagement Survey is administered by a third-party partner, who runs similar surveys for companies across the United States. Using their experience, we know that the top performing companies in the country have an employee engagement score of 80 or higher. In 2023, our engagement score was 86, and we maintain our 2030 Sustainability Goal to achieve a score of 88 or higher by 2030.

Driver of the Year Awards

The Driver of the Year awards recognize drivers who safely operate their trucks, maintain a superior performance record and enhance the overall safety and image of the environmental services industry in eight categories. The National Waste & Recycling Association (NWRA) Driver of the Year Award in the environmental services industry is a lifetime achievement award for our drivers.

Since 2006, Republic drivers have consecutively won various categories of NWRA's Driver of the Year awards, further showcasing the Company's commitment to safety. For the first time since the awards' inception, there was a tie for Residential Driver of the Year among two Republic drivers.

2022 National Commercial Driver of the Year: Frank Epps

Based out of Republic Services' Springfield, Mo., division, Frank Epps has spent the past 18 years with the Company. Frank began working at his family's waste disposal business after school. Over the course of his career, Frank developed a passion for safety and a commitment to customer service that is second to none. He credits his family, faith and community with his success.

2022 National Industrial Driver of the Year: Jason Tavares

Jason Tavares is a 28-year Republic Services driver, currently serving the Yorktown, Va.,

*Figure 31. **NWRA Driver of the Year Awards** – Republic Services drivers consistently win this prestigious industry award each year, amongst thousands of peers across the country.*

division. His father was a driver and introduced him to the industry, where he began his career. Jason has been a part of the Virginia team for the entirety of his tenure and considers his coworkers to be family. His supervisor says Jason embodies what it means to be Committed to Serve, one of the Company's values, as he tirelessly works to take care of customers and the community. York County's waste services manager stated that Jason brings "integrity to the York County operations."

2022 National Residential Driver of the Year: Kevin Johnston

Kevin Johnston has been a residential driver with Republic Services in Mt. Vernon, Ill., for 14 years. He's passionate about his career, family and his customers. Kevin is respected by his entire team and is often referred to as "Superman." His operations supervisor states, "Kevin embodies Customer Zeal and the Republic Way … he comes to work with a desire to go the extra mile to take care of his customers like it was the first day on the job."

2022 National Residential Driver of the Year: Richard Denshuick

A proud member of the Republic Services team in Philadelphia, Pa., Richard Denshuick has been with the Company for 12 years. Rick has spent the majority of his career as a driver but has also committed his time and expertise toward training new drivers. He is admired and respected by his peers and is known to always lend a hand when he can. Rick's commitment to safety and customer service have solidified him as an invaluable member of the team.

Awards and Recognition

In addition to our driver recognition, we are honored to receive third party recognition awards that indicate our talent initiatives remain on track to make Republic Services on of the top employers in America.

*Figure 32. **Third Party Recognition** helps us validate that we are and continue to be a great place for employees to make a career.*

6.6.9 – 6.6.11 Unaccepted Setouts, Missed Collections, Spillage and Leakage, Litter, Oder, and Noise

Unaccepted Setouts

For unaccepted setouts as defined in Section 17 of Exhibit A of the RFP, Republic drivers will take the following steps:

1. Take a photograph of the entire set out.
2. Collect any portion that is properly set out and can easily be separated.
3. Leave an Unaccepted Setout notice stating the reason the set-out or portion of the set-out was designated an Unaccepted Set-out.
4. Send the picture and address information to the logistics analyst.
5. The Logistics Analyst will transmit the picture and information to the city.

A report of unaccepted setouts will be provided to the City daily by 10:00 AM the next business day.

If the customer sets out containers that include nonconforming materials, Republic Services will leave a non-collection notice.

As an enhancement and to mitigate frustration on the part of the customer, Republic Services proposes to collect nonconforming materials on the first instance of violation and leave a courtesy notice provided the non-conforming materials do not contain hazardous materials/substances or pose physical risk to the driver.
The courtesy notice will describe the type of violation and will warn the customer that in the future the container may not be collected if it contains non-conforming materials. In the event of subsequent violations, the material will not be collected, and a notice will be left on the container identifying the reason(s) for non-collection. After leaving the notice on the container, the driver will provide the information to the Logistics Analyst who will record the information and send it to the city.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After receiving notification of a missed pickup, late set-out, or spills and litter resulting from collection, our Logistics Analyst will determine the closest driver to resolve the situation. All miss pickups will be collected by the end of next service day at the latest. Once the service is complete, the Logistics Analyst will notify the city.

Republic Services will collect late setouts upon notification by the customer on the first instance of violation as a courtesy without any additional charge. After a second occurrence, the driver will notify the Logistics Analyst. The Logistics Analyst will use either Samara or PVD connect to confirm the late set out and notify the City's customer service department.

6.6.12 Storm and Disaster Debris

As a leading environmental services partner, Republic Services has the resources to mobilize a response to help clean up the mess.

Republic Services has been a leader in providing reliable and compliant emergency response solutions for more than 30 years. Our national and global response programs with fully integrated services, including waste disposal, offer convenience and reduced risk of working with a single trusted partner.

Response to Disaster Events

It all starts with a plan. Republic Services' key objectives in responding to an emergency or disaster recovery includes a prioritized sequence of steps to prepare for and navigate a disaster event:

1. Protect our employees and their families (when our employees know their families are safe, they can concentrate on helping their neighbors).
2. Secure and safeguard our property and assets, so they are available for you when needed.
3. Provide service to our customers and satisfy their needs, even if this means calling up resources from other parts of the country.
4. Expedite the post-emergency/disaster cleanup effort, which includes coordinating with FEMA and other relief agencies.

*Figure 33. **Pre-defined Response Plans**. Our teams are there after disasters to assist the municipality and residents with cleanup and disposal needs.*

Our goal is to support you until life returns to normal

- We coordinate our response with you and have experience working directly with FEMA and other disaster relief organizations.
- Our national footprint means that crews from outside the area can be drawn upon to respond locally.
- Our human resources team ensures our local employees have what they need so they can concentrate on helping your community.

At the onset, and throughout the term of an emergency or disaster, we work closely with the City of Buckeye personnel to define our role and develop solutions.

Republic Services is among the first responders after large disasters. We are eager to share our response plan with you, so we can join forces to ensure safety and essential services for our community during a major catastrophe.

Sequence of a Response

Once word of a major disaster occurs, our local team and corporate leaders initiate our disaster communications and response plan. The strength of a national company backing our local teams is evident in these situations. Our team maintains a complete disaster response playbook, which outlines specific roles and responsibilities for members of the local team, the Area leadership, and our headquarters support staff. Logistics teams ensure coverage of a long list of important items that make sure our local team is safe and free of worry for their families and well-being. Everything from fuel, water, safe accommodations for employees and their families to communications and payroll is managed and addressed within a day of activation.

Once the event has occurred, and employees are confirmed safe, our local team will:

- Conduct damage assessment of facilities and the fleet, as well as all employee homes
- Identify staging site for extra assets and equipment needed.
- Contact and coordinate with national debris removal companies who are typically contracted for FEMA debris cleanup.
- Conduct meetings/briefings with city staff to understand and address any unique needs. It is common that recycling routes are suspended in the initial days after an event, to allow for less contamination from material tied to the event in the recycling containers.

Disaster Response for Hazardous Waste

Our Environmental Services team is here to help you plan for the hazardous materials cleanup from unexpected natural disasters and other catastrophic events, including hurricanes and wildfires, to minimize their impact on your operations. Typically, they would partner with your FEMA cleanup contractors to handle the hazardous cleanups across your municipality.

Emergency Response to Non-Disaster Events

Even without a disaster event, normal daily operations across a municipality can include spills and cleanups that require emergency response. To address this, Republic Services maintains a constant state of readiness with certified experts and specialized equipment for incidents at facilities, businesses, on land, in the water, over the road and on rail across a spectrum of industries.

Oil Spill Response and Compliance

We are uniquely qualified to address oil spills through NRC, a Republic Services company, which is the world's largest commercial Oil Spill Recovery Organization (OSRO). We are the only private contractor to hold MMPD, WCD1, WCD2, and WCD3 classifications from the United States Coast Guard, meeting federal oil spill response requirements for inland, rivers/canals and oceans.

Biohazardous Decontamination

Should a biohazard event occur in your municipality, Republic Services can protect your businesses and residents with a multi-faceted decontamination service plan designed to reduce the risk of additional exposure and contagion.

Other Response Services

The list of additional scenarios and needs for emergency response services can be quite long. The list below offers examples of services that are offered in various markets across the country.

*Figure 34. **Disaster Response Services** for hazardous cleanups are available through a simple Emergency response Addendum to your contract.*

- Rapid response and containment
- Transportation incidents, rollovers and releases
- Freight emergencies
- Rail response and standby services
- Confined space entry and rescue
- Industrial fires and explosions
- Pressurized cylinder releases
- Petroleum and chemical spills
- Illegally dumped chemicals and containers
- Emergency pump outs and vacuum services
- Tank and pipeline emergencies

By including a standard Emergency Response Agreement as an addendum to your contract, we can be there when you may need us most, from initial mobilization through final closeout.

If desired, we would be happy to address the needs of City of Buckeye with the locally available services from our Environmental Solutions team.

Emergency Response Contacts

Our emergency response team is pre-defined to support your community in time of need.

Figure 35. ***Emergency Response Contacts.***

Role	Name	Phone
General Manager	Alberto Guardado	623-241-8420
Emergency Response Coordinator - Commercial	Brent Wickermasuyria	425-615-1339
Emergency Response Coordinator - Residential	Brent Wickermasuyria	425-616-1339

Public Education and Outreach

Public education is critical to maintaining an efficient and cost-effective program for environmental services in your community.

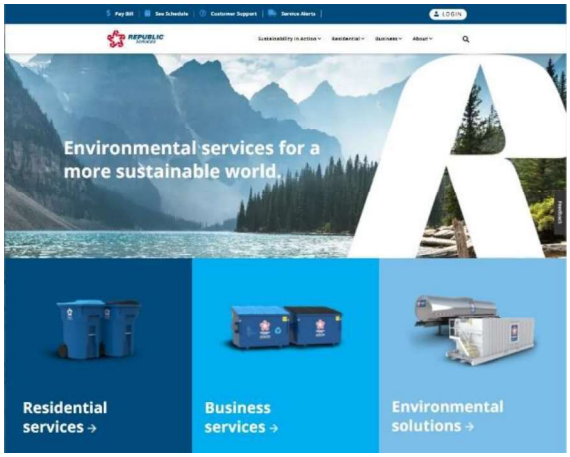
The goal of Republic Services' public education and outreach program is to educate residents on industry trends and best practices, and the specific programs in your contract. We do this by engaging community groups and business associations, to educate residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and state requirements.

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. They will find news updates, collection information and educational tools. The educational program provides in-depth information for both residential and commercial customers, and the programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs. If the customer is directly billed by Republic Services, they can also inquire into billing-related questions or even view and securely pay their bill. Residential customers will also find resources for recycling and environmental needs.

*Figure 24. **Republic Services' Website**. RepublicServices.com is a one-stop resource.*



We develop and maintain a library of public education programs and materials that our municipalities can leverage to drive awareness

- Instant access to information via website and the Republic Services app
- Facility tours
- School education and take-home materials
- Videos and public service announcements
- Community newsletters

Business pages allow users to login and view/pay their bills, view billing history, and schedule pickups. Commercial users will also find resources on how to responsibly dispose of electronics waste, hazardous household material, and other environmentally harmful materials.

On the main page of RepublicServices.com, visitors will be able to view a video clip of recycling education that features our "closed loop" recycling collection program. This video can easily be edited to focus on any new initiatives agreed upon with City of Buckeye. Additionally, residents can view a video on our new Plastics Polymer center featuring our innovative techniques for creating plastics circularity.

Republic Services App

Our application for mobile devices can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. It can be easily downloaded from the App Store for Apple users or for Android users from Google Play.

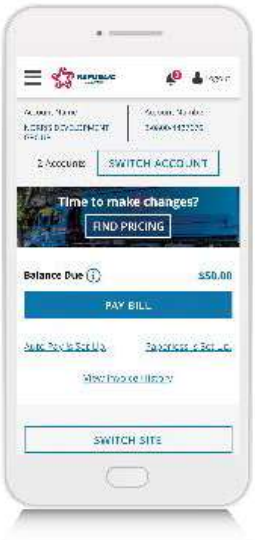
Reference Guides & Collateral

As part of the initial program implementation our ongoing education efforts, we provide the following materials to ensure that residents are fully aware of the services provided by Republic Services and how to properly use these services.

Welcome Packet

At the commencement of service, Republic Services will work with the City to provide an initial information packet to residents. This packet will contain information on the services offered and proper preparation procedures. In addition, the packet will contain information on additional services and products offered by Republic Services as well as a collection day reminder for their specific location. This packet will also be made available to new residents that move into City of Buckeye.

*Figure 25. **Online Options**. About 2.6 customers use Republic Services online and app-based solutions to instantly access important information on services.*



Annual Education Updates

Republic Services collaborate with the City to mail each household an annual reference guide for collection services. This reference guide will contain information on collection services as well as any updates for acceptable or unacceptable materials. The reference guide will also contain information on new products and services available to residents.

Oops Tags

Oops tags are our first line of education for residents that have placed unacceptable items at the curb for collection. Drivers and route supervisors will leave an oops tag with the resident if a material cannot be picked up. Oops tags will provide the reason why the item was not picked up as well as a phone number to call for further follow up information.

Presentations to Schools and Other Community Organizations

Republic Services is a well-known friend, supporter, and partner to local schools in City of Buckeye. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back to their families and become catalysts for promoting sustainable habits at home.

Republic Services provides teachers, staff and students with training on proper diversion and disposal practices. We place significant emphasis on the importance of recycling as it diverts reusable materials from being disposed in and allows for a longer lifespan for local landfills.

We provide education on all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions. Our goal is to empower students to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

Creating Sustainability Focused Generations

In order to teach and influence the future generations in our municipalities, Republic Services will engage school administrators, faculty, staff and students in efforts to drive public education in the schools. Once enrolled, the entire school community will receive specialized education based on that group's role in promoting recycling.

Republic Services will include the following elements when addressing the education and training needs of each community member:

1.) Communication and Feedback

Republic Services will communicate the availability of educational resources to each school's administrators through a variety of outlets prior to the opening of school each fall. In addition, a recycling representative will follow up and respond to school/teacher requests for educational materials, resources, and presentations throughout the year.

2.) Logistical Training

Republic Services will meet with administrators, faculty, facilities personnel, and parents (through PTA meetings and other means) initially, and as needed, to establish and provide training on internal materials capture systems. We will provide educational curriculum and program how-to information in a fun format, such as storytelling, recycling relays, competitions, waste audits and videos. Educational curriculum, activities and presentations are geared toward grade level/age groups.

3.) Recycling Champions

Republic Services will work with all schools within the district to identify a recycling champion within each school who will act as the school's recycling coordinator**.** This coordinator will monitor faculty, staff and administrators for optimal, proper recycling program participation, knowledge, and utilization of educational resources provided by Republic Services and other sources. They will also communicate recycling program results to students and staff.

4.) District Recycling Committee

Republic Services proposes that the school district recycling committee be comprised of the identified recycling champions named in item 3 above and headed by a district administrator and a Republic Services recycling representative. The recycling committee will meet according to need and district preference until recycling programs are functional in all schools.

5.) Recycling Education

All educational materials will be provided in the primary languages represented in the student body of the district and can be found at RecyclingSimplified.com

Republic Services involvement with local schools goes beyond how we can help with environmental education; we also believe in supporting students at all levels. For example, we provide educational and safety programs at local schools featuring characters such as Recycling Rosie, Garbage Gus and Driver Mike.

The presentation is interactive and features information on how to recycle and teaches children how to be safe around collection vehicles. Children receive a complimentary coloring book that reinforces the safety message. At the end of the presentation, children are escorted out to the parking lot, where a Republic Services truck and driver are on hand so that children can sit in the

*Figure 26. **Engaging kids through schools**. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet.*

cab, view the controls, and ask the driver questions.

Republic Services also encourages an annual recycling contest among local elementary schools. Each school is challenged to reduce waste, recycle more, and separate their food scraps for composting. Schools will compete for the greatest year-over-year diversion results (measured Fall through early Spring). The winning school is rewarded with an all-expenses paid recycling fair that will feature multiple activity stations including recycled art projects, an opportunity to view the inside of a recycling collection truck, and products made from recycled materials.

In addition to providing a unique and comprehensive school outreach program, Republic Services plans to reach out to various community organizations such as the Chamber of Commerce, Rotary, business associations and other appropriate groups to provide detailed recycling outreach education and offer tools and support for successful programs.

Public Events

Republic Services will continue to serve as a true leader in City of Buckeye, not only because of our dedication to excellence in service, but because we are a proud community partner.

We participate in numerous community events that include the City of Buckeye Air Fare, Buckeye Marathon, Glow on Monroe, Independence 4th of July Celebration and the Halloween Carnival. These events will continue to be on an annual basis and propose to build on these existing efforts by partnering with the City of Buckeye in developing and launching a sustainability-themed outreach schedule for public events.

The program would involve creating a family of "green" recycling-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals, summer concerts, etc.

Republic Services will not only continue to provide service and assistance to community events, but we will also work with event planners to bring additional value. This would include upfront planning for logistics detail, such as providing information regarding recyclable materials and services for recycling -related community events, placement of dumpsters, providing a full contingent of dumpsters at each collection point with clear messaging to encourage recycling and/or food waste participation, clean-up services, sponsorships, and educational giveaways such as sharps, and backyard compost containers as required by the *RFP*.

We see this as an opportunity to engage with the Buckeye community to become even stronger and more vibrant. The City of Buckeye can count on Republic Services to continue serving as a true responsible corporate citizen and community partner in "greening," the City of Buckeye service area and educating residents and businesses every step of the way.

Curbing Contamination

The best way to reduce contamination is at the source, with both restricted access lids and spot checks.

Our drivers are well trained to check for and document contamination every time they service a cart or dumpster. The driver can then remotely update the account to reflect the contamination note, allowing our dedicated staff to notify the customer and offer one-on-one assistance. We work closely with each customer to develop a solution to their contamination problem. We can also provide resources to the city they can share with residents and property staff.

K-12 School Education

Republic Services has also been the longtime solid waste and recycling service provider to the Buckeye District. In addition to the already established educational programs we offer the School District, our goal is for every student to go home each day, they can serve as "recycling ambassadors," to their families and friends in Rosemead.

Recycling Simplified

Republic has established an excellent source for additional customer educational information, which will be promoted in all collateral materials. Information and instructive videos by material type are posted at the website below, along with a full recycling curriculum for grades pre-kindergarten through 12, developed for Republic by educators: https://recyclingsimplified.com/

We believe we have a responsibility to educate our customers when it comes to recycling the right way. We understand recycling can be confusing at time, so we have created a campaign to educate people how and what to recycle.

On average, one-third of what consumers put in their recycling carts doesn't belong there. And there aren't enough resources or technology to reverse contamination once it takes place. Some of these items are contaminated with food or another residue. Think of a ketchup bottle – if there's still ketchup inside, it's contaminated and can ruin an entire load of recyclables.

We know people want to be responsible and do the right thing to ensure the local recycling programs they know, and love, are sustainable for future generations.

Many people are "wish-cycling" – throwing items in their recycling bin that they hope can be recycled. Remember: When in doubt, throw it out.

To help consumers know how and what to recycle, we launched our Recycling Simplified campaign. Visit RecyclingSimplified.com for tips, videos, and resources to become a better recycler and reduce contamination rates.

*Figure 27. **Republic Services is proud** to partner with communities, like Buckeye, to offer lessons and activities for educators built by educators.*

We are partnering with communities to help reduce contamination and the best way to do this is through education. We also know that the children are integral in driving behaviors in the home. We are extremely proud to offer a free service to the schools to assist in this effort. The Recycling Simplified Education Program contains everything needed to teach students about recycling. You'll find step-by-step lesson plans and supporting materials including activities, videos, student certificates and handouts for students to bring home. The curriculum is based on grade level. There are four categories – PreK-2, 3rd-5th, 6-8th and 9-12th grade.

Lessons within each grade range build upon students' understanding and help them gain greater awareness of the broader environmental, sustainability, and societal issues related to recycling and its role in conserving natural resources.

Aside from information for educators, other resources on the site include:

- Recycling Basics: This provides an overview and basic recycling information by material type.
- Expert Tips: This includes tips to avoid common recycling mistakes.
- Resources: This is information geared toward generator type other than educational institutions, such as for residents and businesses.
- At-Home Learning: Offerings include at-home activities for school age children, again, by grade level.

This is a tremendous virtual platform available to all for free; Republic will ensure educators are aware of its presence through existing communications channels and printed materials as advised by them.

Figure 28. Republic will assist Rosemead schools implement Lunch Time Recycling Waste Stations that teach school-age children how to properly separate their waste after meals so they may replicate their behaviors at home and other places in the community.

6.6.13 Cart Management, Maintenance, and Distribution

Residential Containers

Republic proposes to leave all existing carts in place and continue the process of replacing carts as needed. Republic has provided pricing per the requirements of the RFP for ownership of carts to remain with Republic or transfer to the City at the end of the contract.

We enjoy a partnership with a vast network of national suppliers who accommodate our collection container needs with accuracy, efficiency, durability and use of recycled material. We propose to purchase and deploy wheeled carts manufactured by the Rehrig Pacific Company that are specially designed to accommodate the fully automated collection system.

While performance of a fully automated wheeled cart can be measured in numerous ways, we gauge cart viability by a set of principal criteria:

- Durability
- Functionality
- Appearance
- Ease of customer use

Republic Services expects a cart placed into service should remain serviceable for its intended life of 10 years, barring any extraordinary misuse or mistreatment.

The carts have a one-piece mold-in handle for easier customer handling and an attached lid that seals the cart interior. The carts also contain approximately 20% post-consumer materials and have a manufacturers' warranty of 10 years. An adequate inventory of replacement units will be available. Each cart will have an in-mold label regarding proper materials, use and unacceptable materials. If carts are to be owned by the city, they will have the City's name, logo and customer service number.

Figure 36. Rehrig Pacific Cart Specifications.

hot stamped on sides of the cart. Republic will continue the existing color scheme of tan for trash and blue body with light blue lid for recycling. By partnering with Rehrig Pacific e have access to their seven manufacturing plants across the United States, including the plant under construction in Buckeye. The plant is expected to open in August 2024. The lid time for the initial brand plating is four weeks.

Upon award Republic will begin work with the City and Rehrig to create and approve the brand plating so it is ready in time for new inventory orders. Once an order is placed via email to the Rehrig sales representative the lead time to delivery is 3-

4 weeks. The minimum order quantity is 180 carts. Republic is very familiar with the City's annual cart needs and will order inventory quarterly to ensure sufficient inventory.

All cart inventory for the City of Buckeye will be stored at our facility located at 4811 W Lower Buckeye Rd. If the City chooses to continue cart deliver and removal by City staff, Republic will delivery inventory to the public works yards as needed to ensure the city is never without inventory.

Container Management

Republic has secured a partnership and subcontract with FleetGenius, a highly reputable and nationally recognized organization, to facilitate the delivery of containers to the residents in the City of Buckeye. FleetGenius' corporate office is Located at 2525 E. Arizona Biltmore Cir #130, Phoenix AZ 85016.

Contact:

Joe Galindo is the Vice President of Operations for FleetGenius in Arizona.

Email: jgalindo@fleetgenius.com

Phone: (720) 403-3005

FleetGenius operating hours are 4 AM to 4 PM Monday through Friday.

FleetGenius is dedicated to meeting the needs of its customers and is open from 7 a.m. to 5 p.m., Monday through Friday, with the flexibility to extend service hours for containers that are delayed due to unforeseeable circumstances. The facility is also open on Saturdays to accommodate trucks collecting containers due to weekday holidays.

With decades of experience serving municipal clients, FleetGenius has developed some of the most effective container management facilities in the State. Republic is confident that this partnership will deliver the highest level of service to the City of Buckeye, ensuring timely and reliable container delivery. Fleet Genuis company experience overview and operations plan is included in Appendix F.

Figure 37. Proposed cart colors for trash and recycle.

6.6.14 Location of Contractor Operations

South Phoenix Hauling Company

- **Address:** 4811 W. Lower Buckeye Road Phoenix, AZ 85043
- **Phone**: 602-237-2078

- **Hours of Operation**: Monday – Saturday, 5am - 7pm

- **Number of Employees:** 200
- **Distance from Buckeye:** 6 miles

Our South Phoenix hauling company is where the Buckeye community's recycling and waste collection services are based. This facility serves several important functions that are critical to delivering exceptional service to your residents:

- A yard for housing all the vehicles that serve the community, including fueling infrastructure,
- Storage yard for spare carts and dumpsters and those used to serve the residential, commercial, and industrial customers in the community.
- An industry leading maintenance facility, which delivers service for the trucks, carts, and dumpsters.
- Training facilities to keep our workforce at the forefront of learning and safety.
- Administrative offices to interact with your municipal staff.

Our largest workforce presence serving Buckeye exists at our South Phoenix based hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

*Figure 38. **South Phoenix Hauling Company**. Our hauling operations are the core of the collection service to your community, offering a truck fleet with the most tenured drivers in the industry.*

Local Customer Service Office

The City of Buckeye provides the support for the local service needs where Buckeye customers can request services specific to their accounts, including account set-up or closure.

6.6.15 Recyclable Materials to be Collected

What's Recyclable?

Acceptable Items

Plastics
Recycle plastics #1, #2 and #5. Look on the bottom of containers for the number inside the recycling arrows.

Metal Cans
Recycle all food and beverage metal cans—steel, tin, bi-metal and aluminum.

Cardboard, Newspaper & Magazines
Recycle newspaper inserts, catalogs, paperback books, phone books and brochures.

Paper Food Containers & Cartons
Recycle juice boxes, egg, ice cream and milk cartons, and cereal and pasta boxes.

Paper
Recycle envelopes, office paper, junk mail, greeting cards and file folders. Shredded paper should be put in a paper bag.

Glass
Recycle clear, brown and green bottles and jars.

Empty. Clean. Dry.

Please make sure your recyclables are **empty, clean and dry** before placing them in your recycling cart.

Unacceptable Items

Batteries
Bio-hazardous waste
Cables
Ceramics
Clothes
Construction debris
Diapers
Dishes or mirrors
Egg cartons
Electronics
Food or liquid waste
Greasy food containers
Hardback books
Hazardous waste
Holiday decorations
Hoses
Ice cream cartons (wax-coated)
Light bulbs
Plastic bags
Plastic food wrappers
Plastic straws
Plastic without numbers
Polystyrene foam
Scrap metal
Shoes
Tissue
To-go lids
Tools
Toys
Yard waste

Visit RecyclingSimplified.com for more information.

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Recycling Simplified

Sustainability in Action

ONLY place these items in the recycling container

Flattened Cardboard

Paper

Metal Cans

Plastic Bottles & Jugs

Glass

How to prepare your recyclables

Empty. Clean. Dry.™
Keep all recyclables free of food and liquid

Don't bag it
Never put recyclables in containers or bags

NEVER place these items in the recycling container

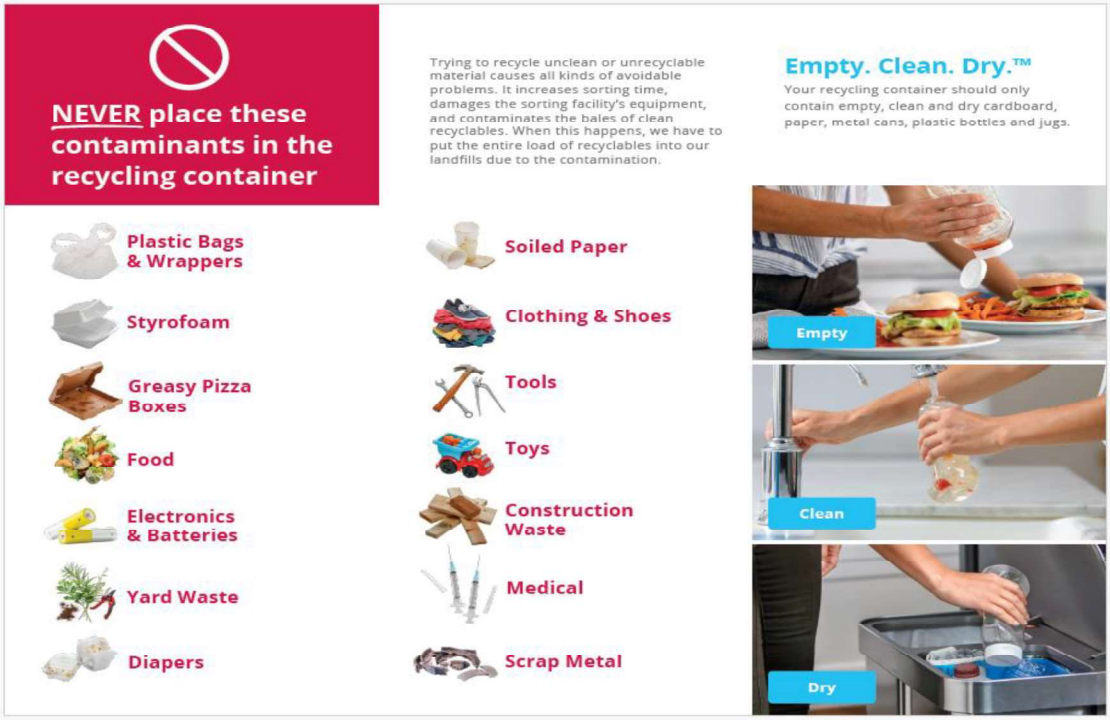
- Plastic Bags & Wrappers
- Soiled Paper
- Styrofoam
- Clothing & Shoes
- Greasy Pizza Boxes
- Tools
- Food
- Toys
- Electronics & Batteries
- Construction Waste
- Medical Waste
- Yard Waste
- Diapers
- Scrap Metal

Learn more at **RecyclingSimplified.com**

Recycling Simplified

REPUBLIC SERVICES
We'll handle it from here.™

Simple as 1-2-3
1. Know what to throw
Cardboard, paper, metal cans, plastic bottles and jugs
2. Empty. Clean. Dry.™
Keep all recyclables free of food and liquid
3. Don't bag it
Never put recyclables in containers or bags
Help us create a bright future
When it comes to recycling, everyone has a part to play. When we all work together we can make sure recyclable materials don't end up in our lakes and landfills. At Republic Services, we believe in the preservation of a Blue Planet, a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.
How to avoid recycling contamination
RecyclingSimplified.com
©2018 Republic Services, Inc.
REPUBLIC SERVICES
We'll handle it from here.
Recycling Simplified
REPUBLIC SERVICES


NEVER place these contaminants in the recycling container
Trying to recycle unclean or unrecyclable material causes all kinds of avoidable problems. It increases sorting time, damages the sorting facility's equipment, and contaminates the bales of clean recyclables. When this happens, we have to put the entire load of recyclables into our landfills due to the contamination.
Empty. Clean. Dry.™
Your recycling container should only contain empty, clean and dry cardboard, paper, metal cans, plastic bottles and jugs.
Plastic Bags & Wrappers
Styrofoam
Greasy Pizza Boxes
Food
Electronics & Batteries
Yard Waste
Diapers
Soiled Paper
Clothing & Shoes
Tools
Toys
Construction Waste
Medical
Scrap Metal
Empty
Clean
Dry

6.6.16 Customer Service and Communication

Customer Complaint Resolution

Customer Zeal is our passion at Republic Services. We have one Logistics Analyst dedicated to monitoring the status of residential routes and reviewing all incoming customer complaints. The Logistic Analyst reviews the complaint to understand the nature of the complaint and the appropriate course of action for resolution.

Any service-related complaints are queued for communication to the appropriate driver based on proximity to the location. The complaint is sent to the driver via the RISE tablet and the Logistics Analyst contacts the driver to inform them on the complaint. Once the service is completed the driver acknowledges it in the RISE tablet. When the route is closed at the end of the day all service complaints are closed in RISE.

Service complaints are resolved by the end of the next service day. Reports of daily service complaints can be provided to the city of a weekly or monthly basis.

For issues requiring customer contact, the Logistics Analyst routes them to a supervisor. Supervisors ensure customers are contacted and issues reviewed within 48 hours or less for urgent matters.

Customer Service Representative

Republic is willing to provide the City with access to our recruiting, training, staffing and supervision tools for customer service representatives. Since it is the City that does the recruiting, training and supervision for these City employee's, Republic can act in an advisory capacity.

Customer Complaint Resolution and communication

The RISE platform allows Republic's operations team to provide follow up communication to the City of complaint resolution as frequently as daily, weekly, or monthly.

Republic proposes to have our IT team, work with the City to develop a data feed between the City's customer service system and the RISE platform, so that the City has visibility to issue resolution.

In the interim, Republic proposes the use of Microsoft Forms or a similar online application for the City to submit customer complaints. Republic can consolidate the complaints and resolutions into a daily, weekly, or monthly report that is transmitted back to the city.

Use of on-board technology

The backbone of our operations on board technology is the RISE platform described earlier. For long term sustainability and flow of information, Republic's IT team will work with the City's designee to build a data bridge between the City's customer relationship management (CRM) system and RISE. Customer calls entered into the CRM by City will flow into RISE. Republic's Logistics Analyst will route the work order to the appropriate driver and once service is completed, that information will flow from the RISE platform back to the CRM tool.

As outlined in section 6.6.6, future enhancements to RISE will allow for service verification. In the interim, Republic can grant viewer access to the Samsara dual facing camera system so that the City's customer service team can verify in real time if carts or bulk items were or placed out for service, if overage was present and if the cart was serviced. If the City prefers this can be done by Republic staff and images sent to the city.

6.6.17 Required Planning Documents

As part of this proposal submission, we are submitting separate pdf files for the 4 Plans outlined below. Please reference our submitted pdf files as needed.

A. Transition Plan

Please see Plan submitted as a separate pdf file with this proposal.

B. Contingency Plan

Please see Plan submitted as a separate pdf file with this proposal.

C. Recordkeeping and Reporting Plan

Please see Plan submitted as a separate pdf file with this proposal.

D. Fire Prevention Plan

Please see Plan submitted as a separate pdf file with this proposal.

6.7 Fee Schedule

As outlined by the *RFP*, Republic Services has proposed on all required services included in the *RFP* and professional service *agreement* and has submitted corresponding pricing reflective of these required services in our primary proposal.

Also, as allowed by the RFP, Republic Services has prepared the following two (2) Proposal Services for the City of Buckeye and its proposal evaluation team to consider for inclusion in the Solid Waste Collection Services Agreement and awarded contract. Republic welcomes the opportunity to further discuss these proposal service alternatives with the City of Buckeye and its proposal evaluators to provide greater detail and changes to the overall scope of services.

Annual Cost Adjustment

Fixed Annual Cost Adjustment

Republic request a fixed annual price adjustment of 5%.

Indexed Annual Cost Adjustment

Republic agrees with the use of U.S. Consumer Price Index: Urban Consumer – Garbage and Trash Collection. Republic requests an annual minimum increase of 3.5% and a maximum annual increase of 5%.

Rate Schedule

See the Rate Proposal document for all rates.

Items for Further Discussion

Republic Services has reviewed the draft *Agreement* provided and understands the roles, responsibilities, rights, and obligations of both the City of Buckeye and Republic Services. In addition to the items previously documented in this section, we have also identified a category of items we would like to discuss further with the City. This latter group of discussion items **are not** taken as exceptions to the *draft agreement*. Rather, we request these items be included as topics during negotiation sessions should Republic be further included in the hauler selection process.

- Section 14.3 Age of the collection fleet at commencement of the contract
- Section 15.5 Contractor's office location

Appendix

A. Submittal Proposal Form

SECTION 9 **SUBMITTAL PROPOSAL FORM**

RFP 2024135: Solid Waste Collection Services

Company Name Republic Services

Authorized Representative: Alberto Guardado

Title: General Manager

Address: 4811 W. Lower Buckeye Road, Phoenix, AZ 85043

Phone Number: (623) 241-8420 Email Address: AGuardado@republicservices.com

Fax Number: N/A Website Address: www.republicservices.com

The undersigned offeror declares to have read and fully understand the Request for Proposals and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal is submitted and accepted, vendor will contract to perform in accordance with the Scope of Work and Proposal.

Signature of Authorized Representative:

Date: 3/15/2024

B. Recycling Commitment Letter

February 20th, 2024

City of Buckeye – Procurement Division

To Whom it May Concern,

Please accept this letter as our commitment to receive and process all program recyclable materials as outlined under your agreement for the duration of its term. We own and operate the Salt River Recycling Facility at 4670 N Beeline Hwy, Scottsdale AZ, and have experience operating other facilities here in the valley.

Our facility was recently rebuilt and outfitted with state-of-the-art Machine X branded equipment capable of processing 40 tons per hour utilizing five optical sorters, AI technology as well as a team of quality material sorters to assist with processing and proper capture of material. We take pride in the work we do and if a contract is awarded to Republic Services, Inc., we will fully accept your material at our facility, and maintain capacity to accept the material for the duration of the agreement.

Sincerely,

Sidiq Young
General Manager

1855 E. Deer Valley Road
Phoenix, AZ 85024
syoung5@republicservices.com
602-442-7285

C. Recycling Commitment Letter – City of Phoenix

City of Phoenix
Public Works Department

February 26, 2024

Mr. Alberto Guardado
General Manager
Republic Services
4811 W Lower Buckeye Rd
Phoenix AZ 85043

Re: MATERIAL RECOVERY FACILITY ACCEPTANCE TO RECEIVE AND PROCESS CITY OF BUCKEYE RECYCLE

Dear Mr. Guardado:

This letter serves as the City of Phoenix's official commitment to process recyclable material collected by Republic Services from the City of Buckeye. Recyclables would be processed at one of Phoenix's two Materials Recovery Facilities (MRFs) – the North Gateway MRF at 30205 N. Black Canyon Highway and the 27th Avenue MRF at 3060 S. 27th Avenue (expected to be operational in Fall 2024). Phoenix has contracted with Balcones Recycling Phoenix, LLC, to operate both MRFs. Although this letter is a commitment to process recyclable materials, a final contract will be contingent on the City of Phoenix Council's approval.

Respectfully,

Eduardo Rodriguez
Deputy Public Works Director
City of Phoenix

D. Types of Recyclable Material Processed

Recycle

Put these materials in your blue recycling container:

PAPER

- Cardboard (please break down)
- Cereal boxes (remove plastic liner)
- Office paper, junk mail, sticky notes, magazines
- Clean pizza boxes
- Newspaper
- Egg cartons (paper or plastic, no foam)
- Empty paper milk cartons
- Empty soup and juice boxes (aseptic containers)
- Envelopes (windows OK)
- Packing or craft paper
- Paper bags
- Shredded paper (place in a clear plastic bag)
- Wrapping paper (non-metallic)

HARD PLASTIC (NO FOAM)

- Bottles (leave caps on)
- Coffee cup lids
- Cups, Jars and Jugs
- Tubs, lids, clamshells, containers

METAL

- Aluminum cans
- Aluminum foil or trays (clean off all food; ball foil into softball size)
- Steel and tin cans

GLASS

- Glass bottles and jars only (lids off)

Recycle Tips

Break down boxes

Anything less than 2.5" in diameter cannot be recycled

Recyclables must be free of food, grease and liquids

Paper: If you can rip it, you can recycle it

Do Not Bag Recyclables

Unacceptable Items

Paper towels, napkins or tissues (consider composting)

Polystyrene or foam

Plastic bags and other soft plastics (return to local grocery or retail store)

Food scraps and yard waste (consider composting)

Electronics (return to local electronics store)

Batteries (return to local electronics or hardware store)

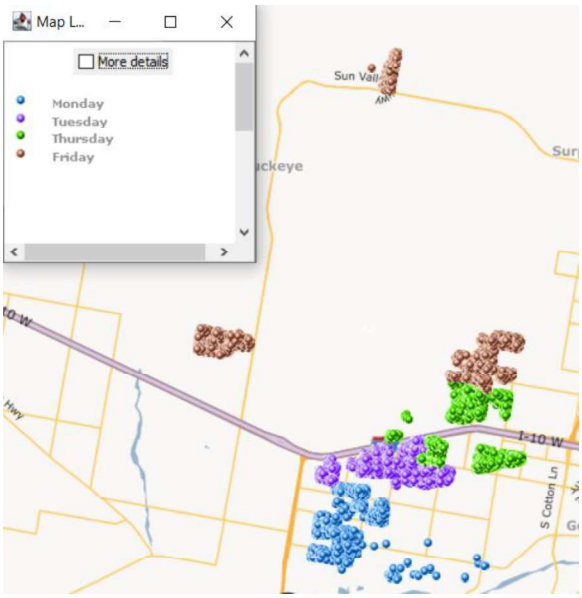
Light bulbs (return to local hardware store)

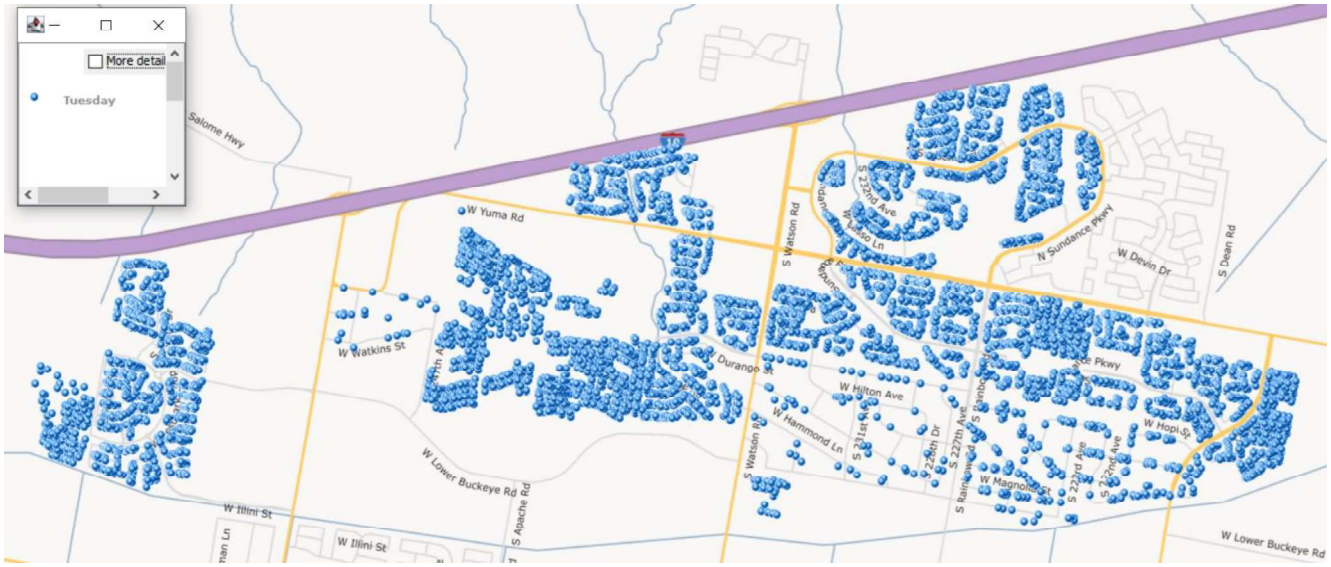
Large scrap metal or car parts (take to local scrap yard)

E. Route Maps for One Day Collection

Automated Side Load

Monday, Tuesday, Thursday, Friday overview

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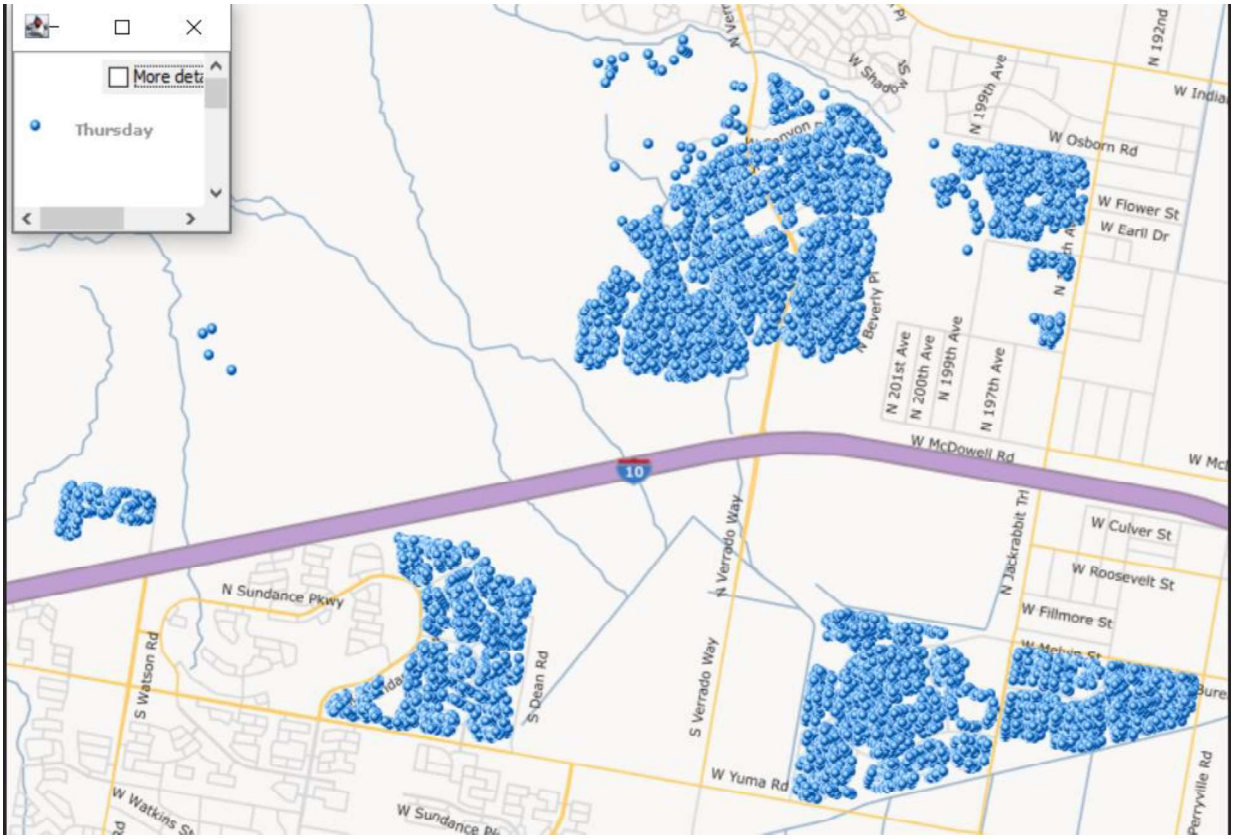
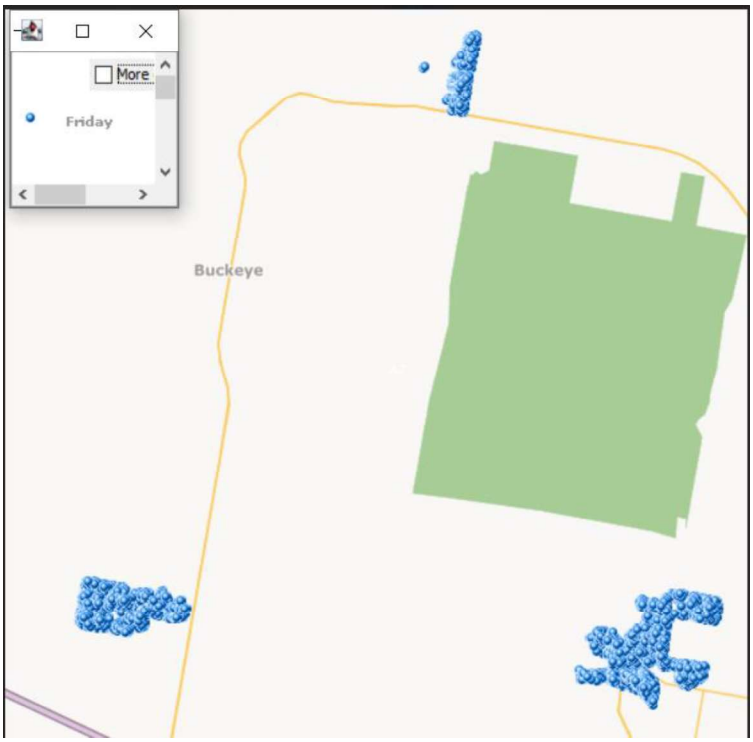
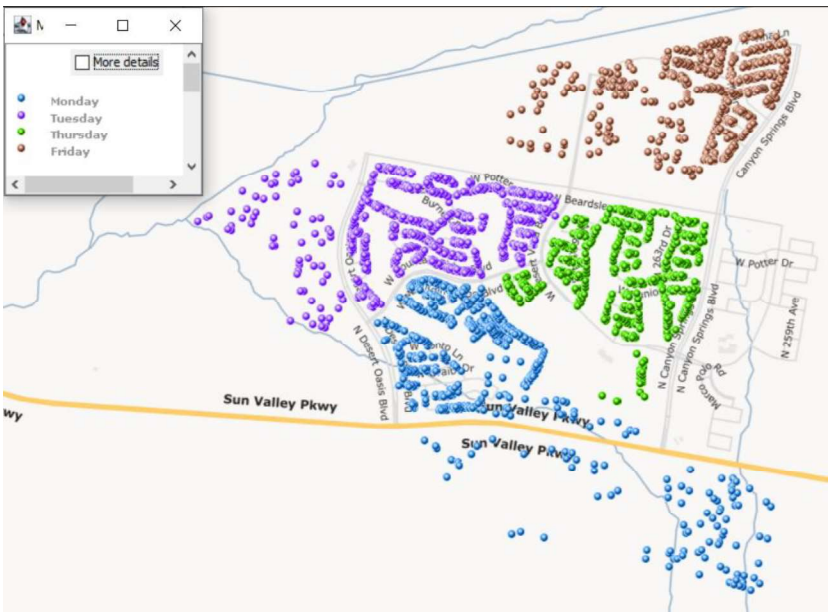
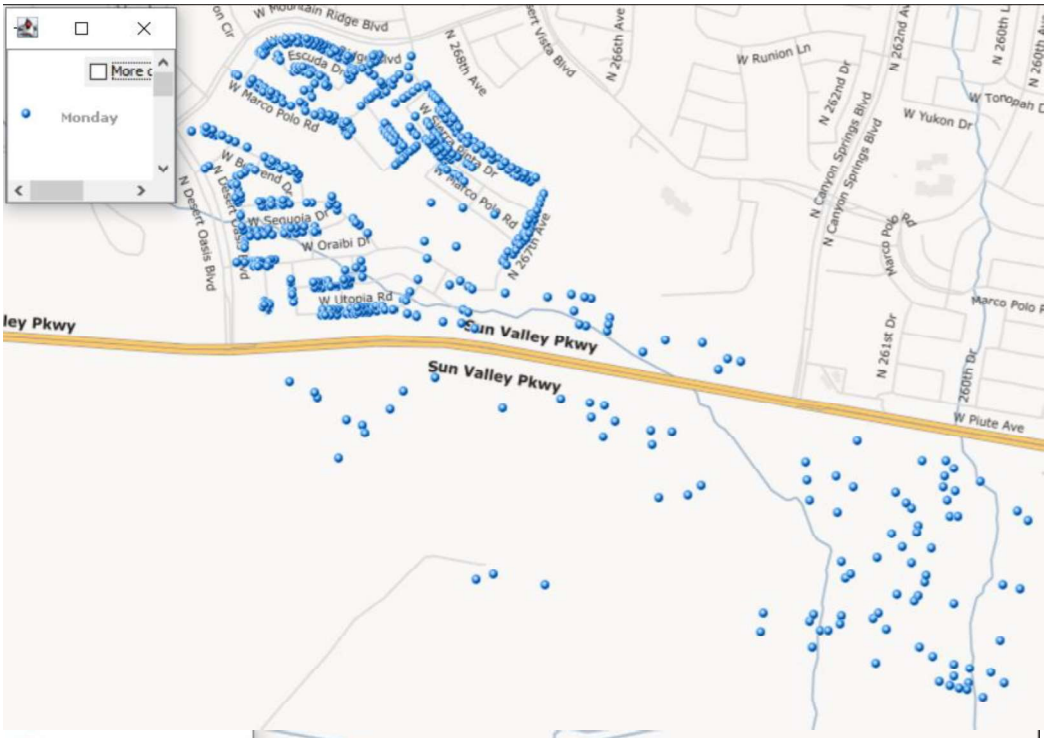
Tuesday
Salome Hwy
10
W Yuma Rd
S Watson Rd
N Sundance Pkwy
W Devin Dr
S Dean Rd
W Watkins St
Durango St
W Hilton Ave
W Hammond Ln
W Hopi St
W Lower Buckeye Rd
S Apache Rd
W Illini St
W Magnolia St

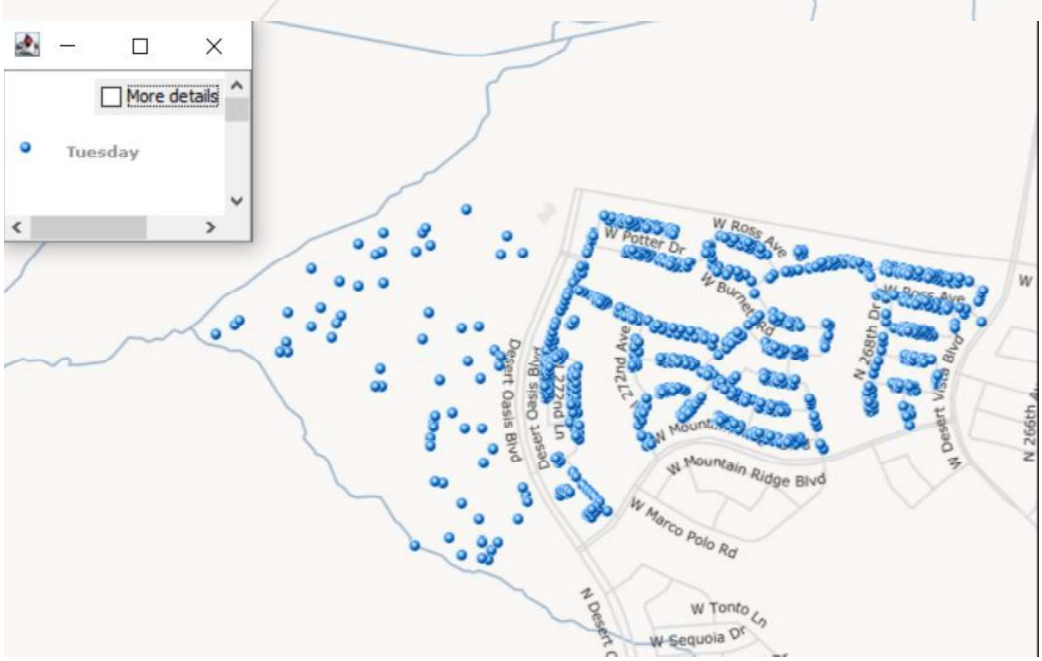

More deta
Thursday
N 192nd
W Indian
N 199th Ave
W Osborn Rd
W Flower St
W Earll Dr
W Beverly Pl
N 201st Ave
N 200th Ave
N 199th Ave
N 197th Ave
W McDowell Rd
10
N Verrado Way
N Jackrabbit Trl
W Culver St
W Roosevelt St
W Fillmore St
N Sundance Pkwy
S Watson Rd
S Dean Rd
S Verrado Way
W Yuma Rd
W Watkins St
Perryville Rd



In-ground same day service




More details
Monday
W Mountain Ridge Blvd
N 268th Ave
N 266th Ave
W Runion Ln
N 262nd Dr
N 262nd Ave
N 260th Ln
W Yukon Dr
N Canyon Springs Blvd
W Marco Polo Rd
W Sequoia Dr
W Oraibi Dr
W Litopia Rd
N Desert Oasis Blvd
N 267th Ave
Sun Valley Pkwy
N 261st Dr
N 260th Dr
W Piute Ave


More details
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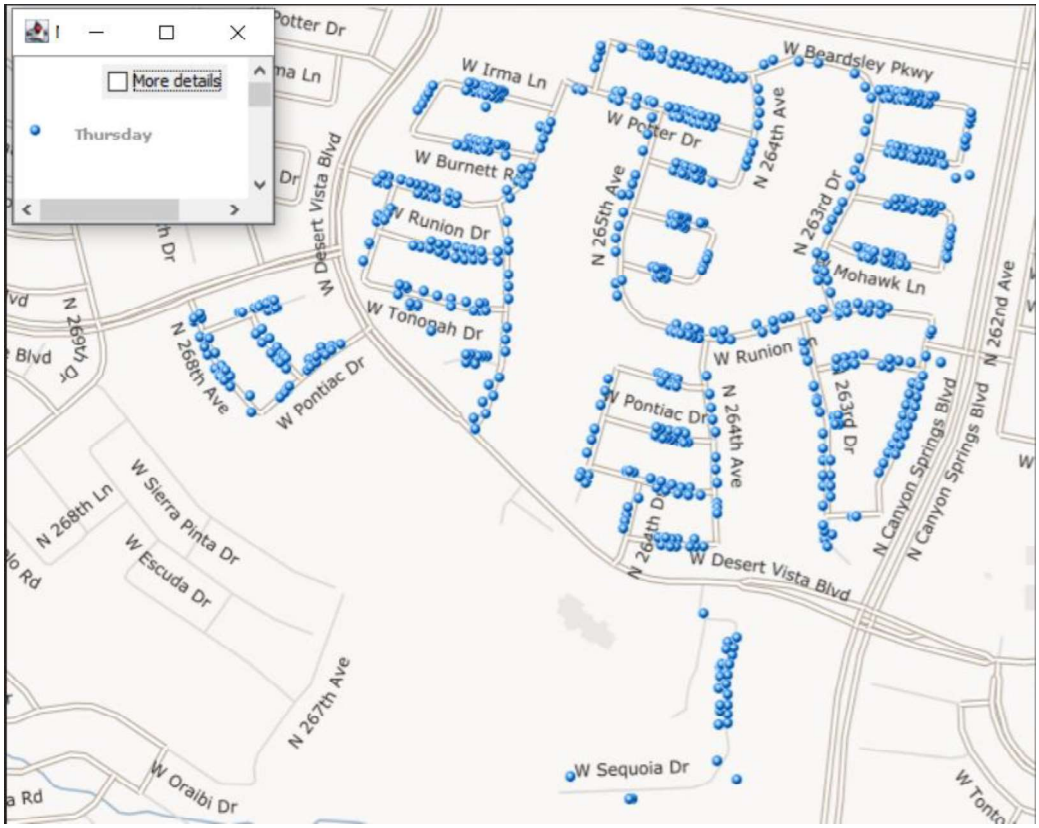
W Ross Ave
W Potter Dr
W Burnett Rd
N 268th Dr
N 266th Ave
Desert Oasis Blvd
N 272nd Ln
N 272nd Ave
W Mountain Ridge Blvd
W Marco Polo Rd
W Tonto Ln
W Sequoia Dr


More details
Thursday
W Irma Ln
W Beardsley Pkwy
W Potter Dr
W Burnett Rd
W Runion Dr
W Tonopah Dr
W Desert Vista Blvd
N 265th Ave
N 264th Ave
N 263rd Dr
Mohawk Ln
N 262nd Ave
N Canyon Springs Blvd
W Runion Dr
W Pontiac Dr
N 268th Ave
N 268th Ln
W Sierra Pinta Dr
W Escuda Dr
N 267th Ave
W Sequoia Dr
W Oralbi Dr

More details
Friday
W Tina Ln
W Louise Dr
W Via Del Sol Dr
N 265th Dr
N 263rd Dr
N 262nd Ln
N 261st Ave
W Vista North Dr
W Cat Balue Dr
N 265th Ln
W Firehawk Dr
W Abraham Ln
Melinda Ln
Abraham Ln
N 263rd Ln
W Coney Ln
W Quail Ave
Canyon Springs Blvd

Solid Waste Collection Services

RFP No. 2024135

Submitted by:

Michael Celaya
Area Senior Manager, Municipal Sales
Republic Services

Submitted:
March 18, 2024

REPUBLIC SERVICES

Sustainability in Action

6.7 Pricing Proposal

Residential Trash Cart Collection Service -- 100% Disposal at SWRL

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2,3]	Unit
1	1 Trash Cart	One-Day Collection	Full Recycling	$9.15	Per household per Month
2	Additional Trash Cart(s)	One-Day Collection	Full Recycling	$9.10	Per Additional Trash Cart per Month
3	1 Trash Cart	Two-Day Collection	Full Recycling	$9.20	Per household per Month
4	Additional Trash Cart(s)	Two-Day Collection	Full Recycling	$9.10	Per Additional Trash Cart per Month
5	1 Trash Cart	One-Day Collection	Limited Recycling "A"	$9.15	Per household per Month
6	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "A"	$9.10	Per Additional Trash Cart per Month
7	1 Trash Cart	Two-Day Collection	Limited Recycling "A"	$9.20	Per household per Month
8	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "A"	$9.10	Per Additional Trash Cart per Month
9	1 Trash Cart	One-Day Collection	Limited Recycling "B"	$9.15	Per household per Month
10	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "B"	$9.10	Per Additional Trash Cart per Month
11	1 Trash Cart	Two-Day Collection	Limited Recycling "B"	$9.20	Per household per Month
12	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "B"	$9.10	Per Additional Trash Cart per Month
13	1 Trash Cart	One-Day Collection	No Recycling	$9.15	Per household per Month
14	Additional Trash Cart(s)	One-Day Collection	No Recycling	$9.10	Per Additional Trash Cart per Month
15	1 Trash Cart	Two-Day Collection	No Recycling	$9.20	Per household per Month
16	Additional Trash Cart(s)	Two-Day Collection	No Recycling	$9.10	Per Additional Trash Cart per Month

1 Prices include Collection, hauling, and Disposal at SWRL
2 Prices exclude Optional Cart Purchase Services (Section 3.8) and Option Cart Maintenance and Delivery Service (Section 3.9)
3 Prices subject to annual adjustment in accordance with Section 3.14.

Residential Trash Cart Collection Service -- 100% Disposal at Alternate Site

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2,3]	Unit
1	1 Trash Cart	One-Day Collection	Full Recycling	0 -- No bid	Per household per Month
2	Additional Trash Cart(s)	One-Day Collection	Full Recycling	0 -- No bid	Per Additional Trash Cart per Month
3	1 Trash Cart	Two-Day Collection	Full Recycling	0 -- No bid	Per household per Month
4	Additional Trash Cart(s)	Two-Day Collection	Full Recycling	0 -- No bid	Per Additional Trash Cart per Month
5	1 Trash Cart	One-Day Collection	Limited Recycling "A"	0 -- No bid	Per household per Month
6	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "A"	0 -- No bid	Per Additional Trash Cart per Month
7	1 Trash Cart	Two-Day Collection	Limited Recycling "A"	0 -- No bid	Per household per Month
8	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "A"	0 -- No bid	Per Additional Trash Cart per Month
9	1 Trash Cart	One-Day Collection	Limited Recycling "B"	0 -- No bid	Per household per Month
10	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "B"	0 -- No bid	Per Additional Trash Cart per Month
11	1 Trash Cart	Two-Day Collection	Limited Recycling "B"	0 -- No bid	Per household per Month
12	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "B"	0 -- No bid	Per Additional Trash Cart per Month
13	1 Trash Cart	One-Day Collection	No Recycling	0 -- No bid	Per household per Month
14	Additional Trash Cart(s)	One-Day Collection	No Recycling	0 -- No bid	Per Additional Trash Cart per Month
15	1 Trash Cart	Two-Day Collection	No Recycling	0 -- No bid	Per household per Month
16	Additional Trash Cart(s)	Two-Day Collection	No Recycling	0 -- No bid	Per Additional Trash Cart per Month

1 Prices include Collection, hauling, and Disposal at SWRL
2 Prices exclude Optional Cart Purchase Services (Section 3.8) and Option Cart Maintenance and Delivery Service (Section 3.9)
3 Prices subject to annual adjustment in accordance with Section 3.14.

Residential Recycling Cart Collection Service

Option	Service Type	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2,3]	Unit
1	1 Recycling Cart	One-Day Collection	Full Recycling	$10.35	Per household per Month
2	Additional Trash Cart(s)	One-Day Collection	Full Recycling	$10.20	Per Additional Recycling Cart per Month
3	1 Recycling Cart	Two-Day Collection	Full Recycling	$10.80	Per household per Month
4	Additional Trash Cart(s)	Two-Day Collection	Full Recycling	$10.65	Per Additional Recycling Cart per Month
5	1 Recycling Cart	One-Day Collection	Limited Recycling "A"	$10.35	Per household per Month
6	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "A"	$10.20	Per Additional Recycling Cart per Month
7	1 Recycling Cart	Two-Day Collection	Limited Recycling "A"	$10.80	Per household per Month
8	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "A"	$10.65	Per Additional Recycling Cart per Month
9	1 Recycling Cart	One-Day Collection	Limited Recycling "B"	$10.35	Per household per Month
10	Additional Trash Cart(s)	One-Day Collection	Limited Recycling "B"	$10.30	Per Additional Recycling Cart per Month
11	1 Recycling Cart	Two-Day Collection	Limited Recycling "B"	$10.80	Per household per Month
12	Additional Trash Cart(s)	Two-Day Collection	Limited Recycling "B"	$10.65	Per Additional Recycling Cart per Month

1 Prices include Collection, hauling, and Disposal at Material Recovery Facility
2 Prices exclude Optional Cart Purchase Services (Section 3.8) and Option Cart Maintenance and Delivery Service (Section 3.9)
3 Prices subject to annual adjustment in accordance with Section 3.14.

Residential In-Ground Trash Cart Collection Service -- 100% Disposal at SWRL

Option	In-Ground Contract Option (Section 3.6.1)	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2]	Unit
1	Bundled Contract	One-Day Collection	Full Recycling	$18.95	Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling	$19.00	Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"	$18.95	Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"	$19.00	Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"	$18.95	Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"	$19.00	Per household per Month
7	Bundled Contract	One-Day Collection	No Recycling	$18.95	Per household per Month
8	Bundled Contract	Two-Day Collection	No Recycling	$19.00	Per household per Month
9	In-Ground Only	One-Day Collection	Full Recycling	0--No bid	Per household per Month
10	In-Ground Only	Two-Day Collection	Full Recycling	0--No bid	Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "A"	0--No bid	Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "A"	0--No bid	Per household per Month
13	In-Ground Only	One-Day Collection	Limited Recycling "B"	0--No bid	Per household per Month
14	In-Ground Only	Two-Day Collection	Limited Recycling "B"	0--No bid	Per household per Month
15	In-Ground Only	One-Day Collection	No Recycling	0--No bid	Per household per Month
16	In-Ground Only	Two-Day Collection	No Recycling	0--No bid	Per household per Month

1 Prices include Collection, hauling, and Disposal at SWRL
2 Prices subject to annual adjustment in accordance with Section 3.14.

Residential In-Ground Trash Cart Collection Service -- at Alternate site

Option	In-Ground Contract Option (Section 3.6.1)	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2]	Unit
1	Bundled Contract	One-Day Collection	Full Recycling	0-- No bid	Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling	0-- No bid	Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
7	Bundled Contract	One-Day Collection	No Recycling	0-- No bid	Per household per Month
8	Bundled Contract	Two-Day Collection	No Recycling	0-- No bid	Per household per Month
9	In-Ground Only	One-Day Collection	Full Recycling	0-- No bid	Per household per Month
10	In-Ground Only	Two-Day Collection	Full Recycling	0-- No bid	Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
13	In-Ground Only	One-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
14	In-Ground Only	Two-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
15	In-Ground Only	One-Day Collection	No Recycling	0-- No bid	Per household per Month
16	In-Ground Only	Two-Day Collection	No Recycling	0-- No bid	Per household per Month

1 Prices include Collection, hauling, and Disposal at SWRL
2 Prices subject to annual adjustment in accordance with Section 3.14.

Residential In-Ground Recycling Collection Service

Option	In-Ground Contract Option (Section 3.6.2)	Collection Schedule Option (Section 3.1)	Recycling Program Option (Section 3.2)	Unit Price [1,2]	Unit
1	Bundled Contract	One-Day Collection	Full Recycling	$20.05	Per household per Month
2	Bundled Contract	Two-Day Collection	Full Recycling	$20.05	Per household per Month
3	Bundled Contract	One-Day Collection	Limited Recycling "A"	$20.05	Per household per Month
4	Bundled Contract	Two-Day Collection	Limited Recycling "A"	$20.05	Per household per Month
5	Bundled Contract	One-Day Collection	Limited Recycling "B"	$20.05	Per household per Month
6	Bundled Contract	Two-Day Collection	Limited Recycling "B"	$20.50	Per household per Month
7	Bundled Contract	One-Day Collection	No Recycling	$20.05	Per household per Month
8	Bundled Contract	Two-Day Collection	No Recycling	$20.05	Per household per Month
9	In-Ground Only	One-Day Collection	Full Recycling	0-- No bid	Per household per Month
10	In-Ground Only	Two-Day Collection	Full Recycling	0-- No bid	Per household per Month
11	In-Ground Only	One-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
12	In-Ground Only	Two-Day Collection	Limited Recycling "A"	0-- No bid	Per household per Month
13	In-Ground Only	One-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
14	In-Ground Only	Two-Day Collection	Limited Recycling "B"	0-- No bid	Per household per Month
15	In-Ground Only	One-Day Collection	No Recycling	0-- No bid	Per household per Month
16	In-Ground Only	Two-Day Collection	No Recycling	0-- No bid	Per household per Month

1 Prices include Collection, hauling, and Disposal at SWRL
2 Prices subject to annual adjustment in accordance with Section 3.14.

Residential Bulky Trash Collection Service -- 100% Disposal at SWRL

Option	Service Option Description	Unit Price [1,2]		Unit
		City Wide[3]	In-Ground Units Only[4]	
1	Four (4) collections per year for all Residential Service Units on a fixed schedule (existing)	$0.75	0-- No bid	Per household per Month
2	Up to four (4) collections per year for all Residential Service Units on a by-appointment basis	$0.75	0-- No bid	Per household per Month
3	Up to six (6) collections per year for all Residential Service Units on a by-appointment basis	$1.25	0-- No bid	Per household per Month
4	Up to twelve (12) collections per year for all Residential Service Units on a by-appointment basis	$4.60	0-- No bid	Per household per Month
5	Additional collections requested by resident (exceeding annual program limit)	$195.00	0-- No bid	Per household per Month

1 Prices include Collection, hauling, and Disposal of Bulky Trash at SWRL
2 Prices subject to annual adjustment in accordance with Section 3.14.
3 Prices in this column include provision of the specified service option to all Residential Service Units in City, or to all Residential Service units with Cart-Based Trash and Recycling Collection.
4 Prices in this column include provision of the specified service option to Residential Service Units with In-Ground Trash and Recycling Collection Service only.

Residential Bulky Trash Collection Service -- Disposal at Alternate Site

Option	Service Option Description	Unit Price [1,2]		Unit
		City Wide[3]	In-Ground Units Only[4]	
1	Four (4) collections per year for all Residential Service Units on a fixed schedule (existing)	0-- No bid	0-- No bid	Per household per Month
2	Up to four (4) collections per year for all Residential Service Units on a by-appointment basis	0-- No bid	0-- No bid	Per household per Month
3	Up to six (6) collections per year for all Residential Service Units on a by-appointment basis	0-- No bid	0-- No bid	Per household per Month
4	Up to twelve (12) collections per year for all Residential Service Units on a by-appointment basis	0-- No bid	0-- No bid	Per household per Month
5	Additional collections requested by resident (exceeding annual program limit)	0-- No bid	0-- No bid	Per household per Month

1 Prices include Collection, hauling, and Disposal of Bulky Trash at SWRL
2 Prices subject to annual adjustment in accordance with Section 3.14.
3 Prices in this column include provision of the specified service option to all Residential Service Units in City, or to all Residential Service units with Cart-Based Trash and Recycling Collection.
4 Prices in this column include provision of the specified service option to Residential Service Units with In-Ground Trash and Recycling Collection Service only.

Optional Cart Purchase Service

Service[1.2.3]	Proposed Fee[1,2,3,4,5]	Unit
Option 1 -- Cart Purchased and Owned by Contractor	$0.00	Per household per Month
Option 2 -- Cart Purchased by Contractor and Owned by City	$1.71	Per household per Month

1 All options include cart pruchase and delivery to the Contractor's cart storage and maintenance facility (if the Contractor provides Options Cart Maintenance and Delivery Service) or to the City's cart storage and maintenance facility (if Optional Cart Maintenance and Delivery is self performed by the City).

2 Unit prices for all Cart purchase options exclude costs related to ongoing Cart-based collection, hauling, recycling processing,

3 Cart Purchase Service is option. The City may elect to purchase carts directly from the manufacturer.

4 Cart Purchase Service is not subject to the annual cost adjustment in Section 3.14

5 The Cart Purchase Service Fee applies during the intial 7-year term only.

Optional Cart Maintenance and Delivery Service

Service[1]	Proposed Fee	Unit
Optional Cart Maintenance and Delivery Service provided by the Contractor[1]	$0.29	Per Cart in Service per month
Delivery fee for replacement cart to replace cart lost or damaged by the Resident	$26.50	One-time fee per replacement cart

1 All fees exclude costs related to Cart purchase and ongoing Cart-based collecion, hauling and Processing and Disposal operations which are included in unit prices for other services.

Optional Household Hazardous Waste Collection Services

Service	Proposed Fee	Unit
At-your-door HHW Collection on a call-in basis[1]	0-- No Bid	Per Cart in Service per month

1 Monthly fee per Residential Service Unit to provide at your door HHW Collection Services on a call-in basis up 2 calls per year per residence. Fee includes Collection and Processing at a Processing Facility provided by the contractor.

Optional Refrigerant Containing Appliances Collection Services

Service	Proposed Fee	Unit
At-your-door Refrigerant Containing Appliances on a call-in basis[1]	0-- No Bid	Per Cart in Service per month

1 Monthly fee per Residential Service Unit to provide at your door Refrigerant Containing Appliance Collection Services on a call-in basis up 2 calls per year per residence. Fee includes Collection and Processing at a Processing Facility provided by the contractor.

Optional City Facilities Collection Services

City Facilities Bundled with Residential Collection Services -- Carts

Description	Units Price	Units
1 Trash Cart (Weekly Collection)	$9.60	Price per Month per City Facility
Additional Trash Cart (Weekly Collection)	$9.10	Price per Additional Cart per Month (each City Facility)
1 Recycling Cart (Weekly Collection)	$11.05	Price per Month per City Facility
Additional Recycling Cart (Weekly Collection)	$10.50	Price per Additional Cart per Month (each City Facility)

City Facilities Bundled with Residential Collection Services -- Front Load Trash

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart	$9.60	$19.10	$28.64	$38.19	$47.74	$57.29
2 CY	$38.19	$76.38	$114.57	$152.76	$190.95	$229.14
3 CY	$57.29	$114.57	$171.86	$229.14	$286.43	$343.72
4 CY	$76.38	$152.76	$229.14	$305.52	$381.91	$458.29
6 CY	$114.57	$229.14	$343.72	$458.29	$572.86	$687.43
8 Cy	$152.76	$305.52	$458.29	$611.05	$763.81	$916.57

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
2 CY Vertical Compactor	$114.57	$229.14	$343.71	$458.28	$572.85	$687.42
4 CY Vertical Compactor	$229.14	$458.28	$687.42	$916.56	$1,145.73	$1,374.87
6 CY Vertical Compactor	$343.71	$687.42	$1,031.16	$1,374.87	$1,718.58	$2,062.29
8 CY Vertical Compactor	$458.28	$916.56	$1,374.87	$1,833.15	$2,291.43	$2,749.71

City Facilities Bundled with Residential Collection Services -- Rolloff Trash

Rolloff Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One- time)	Fee per Collection	Disposal Fee (per ton)
20 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
30 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
40 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
15 CY Compacted	$0.00	$100.00	$185.00	$35.00
20 CY Compacted	$0.00	$100.00	$185.00	$35.00
30 CY Compacted	$0.00	$100.00	$185.00	$35.00
35 CY Compacted	$0.00	$100.00	$185.00	$35.00
40 CY Compacted	$0.00	$100.00	$185.00	$35.00

City Facilities Bundled with Residential Collection Services -- Front Load Recycling

Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart	$11.05	$22.91	$34.37	$45.83	$57.29	$68.74
2 CY	$45.83	$91.66	$137.48	$183.31	$229.14	$274.97
3 CY	$68.75	$137.48	$206.23	$274.97	$343.72	$412.46
4 CY	$91.66	$183.31	$274.97	$366.62	$458.29	$549.95
6 CY	$137.48	$274.97	$412.46	$549.95	$687.43	$824.92
8 Cy	$183.31	$366.62	$549.95	$733.26	$916.57	$1,099.88
2 CY Vertical Compactor	$137.48	$274.97	$412.45	$549.94	$687.42	$824.90
4 CY Vertical Compactor	$274.97	$549.94	$824.90	$1,099.87	$1,374.88	$1,649.84
6 CY Vertical Compactor	$412.45	$824.90	$1,237.39	$1,649.84	$2,062.30	$2,474.75
8 CY Vertical Compactor	$549.94	$1,099.87	$1,649.84	$2,199.78	$2,749.72	$3,299.65

City Facilities Bundled with Residential Collection Services -- Rolloff Recycling

Rolloff Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One- time)	Fee per Collection	Processing Fee (per ton)
20 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
30 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
40 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
15 CY Compacted	$0.00	$100.00	$225.00	$98.00
20 CY Compacted	$0.00	$100.00	$225.00	$98.00
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20 CY Compacted	$0.00	$100.00	$225.00	$98.00
30 CY Compacted	$0.00	$100.00	$225.00	$98.00
35 CY Compacted	$0.00	$100.00	$225.00	$98.00
40 CY Compacted	$0.00	$100.00	$225.00	$98.00

Annual Cost Adjustment

Fixed Annual Cost Adjustment

Republic request a fixed annual price adjustment of 5%.

Indexed Annual Cost Adjustment

Republic agrees with the use of U.S. Consumer Price Index: Urban Consumer –Garbage and Trash Collection. Republic request an annual minimum increase of 3.5% and a maximum annual increase of 5%.

RECORDKEEPING

Republic Services will maintain adequate records related to performance of services. Republic Services will also maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Agreement, and to separate the accounting records of the City's operation from its other operations. Republic Services will create, maintain, and make available records related to the following:
(i) Documentation of services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.
(ii) Documentation of deliveries of materials by type of material, time delivered to the facility, tonnage of material delivered, source of material, route, and other information as requested by the City.
(iii) Documentation of missed collections and photographic evidence of Unaccepted Set-outs on a daily basis by address, time and date for each and the reason and notice for Unaccepted Set-outs or missed collections.
(iv) Documentation of damaged Carts by address, description of damage, and other information as requested by the City.
(v) Documentation of the number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.
(vi) Documentation of complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.
(vii) Documentation of inactive accounts by address and other information as requested by the City.
(viii) Documentation of damage to City-owned or private property as a result of conducting Service(s) within two (2) hours of damage occurring.
(ix) Documentation of spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City.
(x) Documentation of loads delivered by time delivered to all Disposal Sites and Processing Facilities, tonnage of material delivered, unaccepted loads by weight and date collected, and other information as requested by the City. A monthly and annual summary must also be submitted to the City.
(xi) Any missing criteria, data, guidance, information or other such other documents and reports as City may reasonably require verifying compliance with the Agreement or to meet the City's reporting requirements.

REPORTING

Republic Services will ensure to provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the following information.

(i) Services provided by type of service, container type, container size, collection frequency, fees charged, and other information as requested by the City.
(ii) Tonnages delivered to all Disposal Sites and Processing Facilities by material type, source of material, and other information as requested by the City
(iii) Missed collections and Unaccepted Set-outs by date, time, and address.

(iv) Damaged Carts by address, description of damage, and other information as requested by the City.

(v) Number of Carts that have been lost, stolen, destroyed, or damaged beyond repair and other information as requested by the City.

(vi) Complaints by address, date and time of receipt of complaint, date and time of resolution of complaint, description of complaint resolution, and other information as requested by the City.

(vii) Inactive accounts by address and other information as requested by the City.

(viii) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by the City. Additionally, the Contractor shall promptly notify the City and the property owner in the event that any property damage occurs.

(ix) Such other documents and reports as City may reasonably require verifying compliance with the Agreement or to meet City's reporting requirements.

In summary, Republic Services will establish and maintain a comprehensive record-keeping and reporting systems that captures all relevant data, report regularly to the City, and be prepared to make our records available for inspection at any time during reasonable business hour

Republic Services South Phoenix
Business Continuity Plan

Republic Services considers Business Continuity Management (BCM) and Information Technology Disaster Recovery (IT DR) extremely important aspects of the organization's strategic planning and customer service focus. The company has adopted a comprehensive and holistic approach to BCM that includes all the organization's critical operational functions both at corporate and field locations. The outcome of the company's BCM Program contributes to the resilience and long-term performance of the organization before, during and after a potential catastrophic disruption, such as a hurricane, earthquake, or large-scale event.

Below is the short-term contingency plans for Hauling Operations. For any event that would last for more than three days, Republic Services would mobilize the Blue Crew, which consists of 200 drivers from across the country that are trained to respond to natural disasters, work stoppages and other non-routine events.

Hauling Operations Contingency Plan

Our business unit is currently running with a driver count of 90 drivers between all 3 LOB's. The following will list the process should we see an increase in driver vacancy during a crisis affecting our normal operation. In all scenarios, we will contact our neighboring BU's to see if there is assistance available and maximize HOS. Utilizing cross trained drivers in other LOB's when needed.

Driver Reduction-10% (81 Available Drivers, workforce reduced by 9)
Operational impact would be minimal. Operations runs as normal.

Small Container- (32 available drivers) workforce reduced by 4.
All routes should be covered, but with extended hours. Average route count per day is 30.

Residential – (25 available drivers) workforce reduced by 2.
All routes covered. Pull 1 driver from SC, 1 driver from LC, 2-3 temps as needed.

Large Container – (24 available drivers) workforce reduced by 3.
Reduced volume as needed to successfully service all customer needs. Moving one driver into Residential would put available workforce count at 23.

Proactively communicate to customers using Automated Call Notification.

Driver Rreduction-25% (68 Available Drivers, workforce reduced by 22)
Significant Impact-multiple open route scenarios
*Discuss resource availability with the North and East Yards.

Small Container (26 available drivers)- workforce reduced by 9.
4 open routes, if running normal route counts/customer lists. Eliminate 4 or 5 recycle routes. One driver pulled into Residential for volume increase, leaving driver count at 26.

Look at customer pick up days and potentially reduce service if applicable resort to reduction or non-service of low priority accounts. Involve management team to assist with visual inspection of accounts that may not need immediate service.

Residential (25 available drivers)– workforce reduced by 6.
Pull 1 driver from SC, 1 driver from LC, 2-3 temps needed.

Partner with the Municipal Relationship Manager, and key members of the City of Buckeye to discuss service reduction options and communication with residents. Potential option would be to suspend recycling to EOW.

Large Container (17 available drivers)- workforce reduced by 7.
One driver pulled into Residential for volume increase, leaving driver count at 15. Communication to sales to minimize excess haul counts, focus on medium to high priority accounts.

Proactively communicate to customers using Automated Call Notification

Driver Reduction-50% (45 Available Drivers, workforce reduced by 45)
Severe Impact-Select customer service
*Discuss resource availability with the North and East Yards.

Small Container- (15 available drivers) – workforce reduced by 21.
Service high priority MSW customers only. Suspend recycling service.

Residential Operation- (15 available drivers) – workforce reduced by 12.
Partner with the Municipal Relationship Manager and key members of the City of Buckeye to discuss service reduction options and communication with residents. Potential option would be to suspend recycling and bulk collection.

Large Container- (15 available drivers) – workforce reduced by 11.
Service high priority customer only. 10 drivers needed to run high priority customers. Remaining 5 drivers would be pulled into residential or small container.

Proactively communicate to customers using Automated Call Notification

Landfill Operations Continency Plan

Depending on the type of emergency, if Southwest Regional Landfill is not available for disposal, we have two options. Divert all loads to the transfer stations. From there transfer trailers will be sent to one of two landfills depending on road conditions any access:

1. Republic Services Cactus Landfill located in Pinal County
2. City of Phoenix SR 85 Landfill.

We have a mutual aid agreement in place with the Phoenix due to proximity of Southwest Regional Landfill and SR 85.

Transfer Station Operations Continency Plan

Depending on the type of emergency, if Paradise Transfer Station is not available for disposal, we have other transfer station options. Volume can be diverted to:

1. Republic Services 7th St Transfer Station
2. City of Phoenix 27th Ave Transfer Station via tonnage swap agreement we have in place.
3. Direct to Southwest Regional Landfill
4. Republic Services West Wing TS—upon completion in 2025

Recycling Processing Facility Continency Plan

Depending on the type of emergency, if Salt River MRF is not available for disposal, we have other transfer station options. Volume can be diverted to:

1. City of Phoenix 27th Ave MRF
2. Friedman Recycling
3. Republic Services Tucson MRF via our transfer stations

Republic Services Business Continuity Management Summary 2024

The information furnished herein by Republic Services Inc. is proprietary and confidential to Republic Services Inc. personnel and is not to be duplicated, published, or disclosed to any third party in whole or in part without permission from Republic Services, Inc.

Background

Republic Services considers Business Continuity Management (BCM) and Information Technology Disaster Recovery (IT DR) extremely important aspects of the organization's strategic planning and customer service focus. The company has adopted a comprehensive and holistic approach to BCM that includes all of the organization's critical operational functions both at corporate and field locations.

The outcome of the company's BCM Program contributes to the resilience and long-term performance of the organization before, during and after a potential catastrophic disruption, such as a hurricane, earthquake or large-scale event.

Overview

Republic Services has assigned responsibility for management of the BCM program to the Corporate Security department. Responsibilities include:

- Protecting the safety and security of our employees and guests in our locations;
- Establishing preparedness, response and recovery programs that support the continuity of Republic's critical business functions;
- Maintenance of these programs and identifying and mitigating any risks that could affect the continuity of Republic's business operations; and
- Training, testing and process review and improvement.

The Program is led by:

Jason Maddix, Director Corporate Security
18500 N Allied Way
Phoenix, AZ 85054

The Director of Corporate Security ensures the BCM program is current, that the Crisis Management Team is appropriately prepared and trained and meets to assess Republic's responses to any event that poses a risk to the continuity of the organization's business operations.

Details of Republic Services Business Continuity Plans (BCPs) are considered proprietary. In lieu however, Republic provides the information below as a general description of the organization's BCM program.

Business Continuity Management

Each critical business area is required to develop, and regularly update, a BCP. The BCPs are centrally managed by the Republic Business Continuity Team.

Business Continuity Management Policy / Standards / Oversight Committee

Republic Services has detailed its' Business Continuity Management Policy in the "Business Continuity and Crisis Response Plan" document. The plan document, including the program goals are subject to a yearly review from the Business Continuity Oversight Committee. This committee is comprised of senior leaders from key operational areas of the company who ensure that the program aligns with business continuity standards and the strategic goals of the company.

Business Impact Analysis (BIA)

A critical step in the development of a BCP is the preparation and regular review of the Business Impact Analysis (BIA). The BIA requires the identification of critical process, key dependencies, and setting Recovery Time Objectives (RTOs) among its' key goals. At the Corporate level, we expect to restore urgent, critical functions within 72 hours or less.

Business Continuity Plans (BCPs)

Republic Services maintains plans for critical business areas of the organization based on the areas identified within the BIA. The objective of each Plan is to identify and prioritize those actions that need to be taken to allow the business unit to recover effectively and efficiently in the event of a business disruption. The Plans include key contact lists, identification of alternate work locations and provide details concerning:

- Recovery Strategies
- Critical Business Processes and Recovery Times
- Critical Applications
- Key Vendors
- Task Checklists for:
    - Loss of Technology
    - Loss of Facility and/or Infrastructure;
    - Loss of Internal Support Departments;
    - Loss of Vendor and
    - Loss of Personnel

Business Continuity Plan Testing

Business continuity exercises for critical business areas can be conducted in several different methods across the organization. Testing may include one or more of the following:

- Plan walk-through
- Tabletop (Scenario based)
- Actual event

Plans should be exercised at least once per calendar year. Exercise results are confidential within the organization. Exercise findings and lessons learned are used within the business and response team areas to improve plan resiliency.

IT Disaster Recovery

Republic Services has developed its IT Disaster Recovery Program (DR) for all critical system applications. The framework for a robust DR program is already in place:

- The primary datacenter is in Las Vegas, Nevada, and a backup datacenter in Chandler, Arizona
    - Regular backups at the system level, allow for some critical systems to be recovered in a short period of time.
    - We maintain a Tiered list of critical applications (Tier 0 - Tier 4)
    - This list is reviewed and updated annually by the business and IT.
    - There is a documented recovery plan that covers recovery of critical applications and processes within the first 72 hours of a catastrophic IT event.
    - SOX applications are failed over to the backup site in Chandler annually, and run there for several weeks

- Recovery teams have been identified in the following areas in the event that a recovery is necessary:
    - Network
    - Infrastructure
    - Application
    - Database
    - Middleware
    - Business Validation

- There are documented standards and procedures for prolonged unavailability of:
    - Key individuals
    - Systems or application software
    - Network service and
    - Essential utilities (e.g., electricity, telephony)

Crisis and Event Response

In addition to active monitoring by the Business Continuity Team, a Corporate Response Team has been established which includes all key functional and support areas across the organization. This team is responsible for making strategic decisions when responding to a catastrophic incident at the local or corporate level and engaging all required parties in the response to and recovery of business operations. Documented procedures, responsibilities and communication protocols are included as part of the response process.

In the event that a disruption occurs in one office, and the appropriate response requires it, a transfer of work to a designated location with the required skills may occur. In the event of a data center disaster, Republic Services activates the disaster recovery plan which prescribes how we respond to customers, including escalation and notification. Additionally, if there is a need to migrate to the backup data center, there are plans in place to accomplish this within 72 hours or less. The timing and method of communication and contact to customers would be dictated by the nature and impact of the incident.

Field Operations

The Corporate Crisis Response Team's main support responsibilities includes ensuring that Field Operations are up and resuming normal business operations as quickly as possible after an event occurs. The key points in this approach are:

- Active response and support from the Corporate Response team;
- Front line local area response teams;
- Pro-Active pre-event outbound communications to key partners;
- Dedicated Call Center staff to address event specific issues;
- Fully dedicated on-call support and replacement team of workers outside of the impact zones ready to respond to and backfill key field operational roles when needed;
- A leader in employees' first approach, providing immediate support for employees, ensuring their ability to respond and resume regular operations.

Pandemic Response - Overview

Republic Services takes the planning, preparation and response to an event such as pandemic very seriously. In addition to our standard event response protocols, we have created a dedicated Pandemic Response Team comprised of individuals from key departments across the organization. Detailed response activities have been documented that guide our response activities.

Personnel Planning

Planning for the loss of personnel is a critical component to a successful response to a pandemic or virus outbreak. To that end, Republic Services has completed the following:

- Member validation and preparations for our internal back-up support workforce (SOS)
- Development of a formal work at home policy for Corporate employees
- Regionally diverse call center operations, including work at home
- Continuous release of pro-active communications and mitigations activities for employees
- Monitoring and support of vaccine rollout across the company

Cybersecurity

The primary goal of Republic's Cybersecurity program is to protect all IT systems, applications and data from unauthorized access, use, or compromise. In order to achieve this objective, Republic employs the internationally recognized NIST framework which consists of guidelines and best practices to manage cyber related risk. The framework categories of Identify, Protect, Detect, Respond and Recover are all prioritized accordingly in order to maintain a cost-effective program that promotes the protection and resilience of critical infrastructure and data.

Furthermore, in order to validate the efficiency and effectiveness of the Company's cybersecurity program, Republic conducts an annual independent outside NIST assessment of the Cybersecurity program which is presented directly to the Board of Directors by a consulting partner. Exact tools, strategies and target operating models are considered proprietary, but additional questions or concerns can be directed to:

Jason Maddix, Director Corporate Security
18500 N Allied Way
Phoenix, AZ 85054

Fire Prevention Plan

Republic Services of Phoenix/Allied Waste Transportation, Inc.
4811 W Lower Buckeye Rd Phoenix AZ 85043

I. PURPOSE

The Fire Prevention and Protection Plan is established to provide all Republic Services personnel with the guidelines to eliminate all causes of fire, prevent loss of life and property by fire, promote fire safety throughout the organization and provide procedure in the event of a fire emergency. This program has been written in compliance with the OSHA standard for fire prevention, 29 CFR 1910.39 and coincides with the Emergency Action Plan.

II. DEFINITIONS

Flashpoint – lowest temperature in which a material will vaporize and become ignitable

Flammable liquids – liquids with a flashpoint under 100°F

Combustible liquids – liquids with a flashpoint over 100°F

Class A Fire – Ordinary combustibles; i.e. paper, wood, cardboard, plastic

Class B Fire – Flammable/combustible liquids and gases; i.e. gasoline, oil, lubricants, natural gas

Class C Fire – Electrical or energized equipment; i.e. Bollegraaf, drum-feeder, bobcats, forklifts

III. RESPONSIBILITY

The Facility Manager will be responsible for the implementation and maintaining the Fire Prevention and Protection Plan. All communication, questions, alarms, etc… will be directed to the Facility Manager. The Facility Manager is also in charge of any and all emergencies, including fire.

The Facility Manager is responsible for:

a. Maintaining a list of all fire hazards and ignition sources at the site.

b. Ensuring that all personnel are trained on the procedures outlined in this plan.

c. Designating the appropriate fire response personnel, Fire Brigade, for a fire emergency outlined in this plan, and who will assist the Facility Manager in the evaluation and response to the emergency.

d. Ensuring the fire response personnel, the Fire Brigade, are properly trained to respond to a fire emergency.

e. Maintaining a facility MSDS Notebook for all flammable/combustible materials, liquids and chemicals.

f. Directing evacuation and recall of personnel during a fire emergency.

g. Communicating with local law enforcement and local emergency response personnel to review this plan, the facility, and communicate with them during a fire emergency.

h. Ensuring the fire suppression systems are properly maintained, tested, and operational.

i. Assigning alternates, in the event the Facility Manager is absent or unreachable during a fire emergency, to understand and perform the duties and responsibilities of the Facility Manager.

j. Conducting mock fire drills to train personnel and test this plan at least annually.

k. Ensuring that this plan and the contact personnel are kept up to date with current work practices and contacts.

IV. FIRE PREVENTION AND PROTECTION PLAN OVERVIEW

This plan is designed to prevent loss of life and property by providing guidelines for facility management and employees to follow to prevent the occurrence of fire, attempt to control a fire in its incipient stages, and outline an emergency evacuation plan in the event of a fire emergency.

In preparation for these events the facilities has designed the following plans to help instruct personnel on who to contact, where to go, and the basic emergency supplies information.

1. Emergency Information List (Appendix A)

The emergency information list contains emergency responders, contact phone numbers and emergency assembly locations. It outlines the basic actions that must be taken in the event of a fire emergency.

2. Emergency Contact List (Appendix B)

The emergency contact list is posted at **Employee Break-Room, Operation Manager Office, and Scale Office** so to be used to initiate this fire emergency plan. This list contains the home and work phone numbers of key staff and support personnel (e.g., corporate staff, police, fire, emergency medical support, and relevant government agencies). It also contains the names and/or titles of those individuals who are assigned to serve as the facility's Emergency Coordinator, spokesperson, and their designated alternates.

3. Site Evacuation Map

The site evacuation map(s) (Appendix A) contain the emergency escape routes for the buildings and/or area. In addition fire extinguishers and first aid kits are indicated. Upon notification of an evacuation, all personnel who are not directly involved in responding to the fire emergency must go directly to the emergency assembly location(s) indicated on this map. Once at the emergency assembly location point, a headcount will be conducted to account for all personnel at the facility.

The emergency assembly areas were selected because there is sufficient area to accommodate all personnel. They are located away from busy streets and out of the way where they will not interfere with rescue and emergency response operations. The location is also up-wind from the most common or prevailing wind direction from the potentially hazardous areas on site.

4. Employee Personal Information

Personal emergency response information is kept with the human resources department. This information, which may be needed in the event of an emergency includes:

a. Home telephone numbers

b. Names and telephone number of next of kin, and

c. Medical information

This information is maintained in such a way that it can be readily retrieved in the event of an emergency.

5. Rescue

Rescue operations at this facility will only be performed by outside agencies that have professionally trained, equipped, and certified personnel to perform rescue operations.

V. FIRE PREVENTION

1. Identifying Fire Hazards

The following list identifies many of the fire hazards associated with the recycling industry and ways to keep the fire risk of each hazard to an absolute minimum.

a. Smoking – Only smoking in designated areas
b. Gasoline, oil, lubricants, and other flammable/combustible liquids – Keeping these liquids in approved fire resistant containers and away from ignition sources when in use
c. Hot-work – Performing hot-work duties away from flammable/combustible liquids and materials.
d. Energized equipment – Ensuring all parts of equipment are fully functional and are clear of debris.
e. Hot-loads – Maintain clear hot-load drop zone and hot-load extinguishing equipment is functional.
f. Recyclable materials – Ensuring recyclable materials are not piled near ignition sources (electrical boxes, smoking area, etc…)
g. Friction – When transporting bales, ensure arms of forklifts are lifted enough to prevent baling wire from dragging

2. Inspections

A monthly fire inspection shall be performed either separate from or as a part of the monthly inspection. The Facility Manager will be responsible for performing the inspection or designating the inspection to be performed by a properly trained employee. The Facility Manager will establish an inspection schedule, determining the routing of the report, and maintain a complete and up-to-date list of items to be inspected. The inspection will cover the following:

a. Fire extinguishers have been annually inspected and are up-to-date
b. Flammable/combustible material containers in good condition
c. Hot-load drop zone clear and fire suppression equipment in place
d. Fire evacuation maps in place
e. Smoke/fire detectors and alarms

f. Automatic sprinkler systems
g. Aisle-ways clear of debris for egress
h. General housekeeping
i. Smoking area clear of debris
j. Fire hydrant area clear for use by emergency response
k. Fire hoses are intact with no holes
l. Electrical panel area clear of debris
m. Hot-work permits up-to-date
n. Appropriate signage around fuel island

VI. FIRE BRIGADE RESPONSE PROCEDURES

This outlines when it is safe and not safe to fight a fire and who will be responsible for fighting the fire. Promptly reporting a fire is always the first response. This is to alert all employees to ensure they have evacuated to the emergency assembly location if necessary and also to alert the Fire Brigade of the need of possible fire suppression.

1. Fire Brigade Training

The members of the Fire Brigade will partake in fire fighting training twice annually. Training will be reviewed and conducted by the local fire department and consist of:

a. Fire hose and extinguisher training
b. Proper attack methods
c. Fire Awareness
d. Any other vital information provided by fire department

2. Report Fires Immediately

Activate the emergency alarm system and report all fires immediately to the facility manager or the nearest member of management or Fire Brigade and notify the fire department.

3. Incipient Fires

Personnel who have completed annual fire hose and extinguisher training may attempt to extinguish small fires and will be members of the Fire Brigade. The Fire Brigade will be made up of:

a. All maintenance personnel
b. All shift supervisors
c. Maintenance Manager
d. Operations Manager

An incipient stage fire is defined as a fire in its beginning stage and can be controlled or extinguished by the use of portable fire extinguishers or small hose without the need for personal protective equipment. Members of the Fire Brigade must use their judgment based on their training and experience to determine whether or not it is safe to fight a fire with portable fire extinguishers.

The following is provided as general guidance in helping personnel in making this decision.

1. When it may be safe to extinguish a fire using a fire extinguisher or fire hose

a. Size of the Fire – if the fire is limited to the original material ignited, it is contained (such as in a waste basket) and has not spread to other materials. The flames are no higher than the firefighter's head.
b. Condition of the Air in the Area – if the fire has not depleted the oxygen in the room and is producing only small quantities of toxic gases and no respiratory protection equipment is required.
c. Amount of Smoke and Heat – if heat is being generated, but the room temperature is only slightly increased. Smoke may be accumulating on the ceiling, but visibility is good and no special personal protective equipment is required
d. Evacuation Path - there is a clear evacuation path that is behind you as you fight the fire.

2. When it is not safe to use a fire extinguisher or fire hose to fight a fire:

a. Type, size, and location of the fire - If the fire involves flammable solvents, has spread over more than 60 square feet, or is partially hidden behind a wall or ceiling, or can not be reached from a standing position.
b. Condition of the air - if the smoke and products of combustion from the fire require respiratory protection in the area
c. Amount of Heat – If the radiated heat is easily felt on exposed skin making it difficult to approach within 10-15 feet of the fire (or the effective range of the extinguisher)
d. Visibility - If the person must crawl on the floor due to heat or smoke. Smoke is quickly filling the room, decreasing visibility.
e. Evacuation Path - If the fire is not contained, and fire, heat, or smoke may block the evacuation path

Only members of the Fire Brigade shall attempt to fight fires. Other personnel in violation shall be subject to disciplinary actions.

VII. EVACUATION PROCEDURE

1. Activate Emergency Alarm System

Employees will be notified of a fire emergency by way of emergency alarm initiated by the operation management team, via word or mouth or by radio.

2. Shut Off Equipment

Equipment or operations will only be shut off in a fire situation where the fire has grown passed its incipient stages and requires the need of first responders and the local fire department to contain and extinguish the fire.

3. Use Designated Exit Routes

Plans/maps that identify designated emergency exits, routes and the locations of fire extinguishers and fire hoses are posted in key locations within the Facility. Employees must always evacuate through an exit closest to their location in the event of a fire requiring evacuation (All fires require evacuation). Each supervisor, or in his/her absence an individual designated by the supervisor, is responsible to ensure that all assigned evacuation routes and exits are clear from obstructions that could hinder evacuation during an emergency.

4. Clear the Building / Area

Supervisors are responsible in the event of an evacuation to ensure that all employees and visitors safely evacuate from the supervisor's assigned work area. Supervisors are also responsible for ensuring that any disabled person located in the supervisor's work area is either evacuated with other employees or is relocated to a designated (on the evacuation map) location for evacuation by emergency response personnel. Those supervisors whose assigned work areas include restrooms and other inside rooms are responsible to ensure that those areas have been evacuated.

5. Evacuation Precautions

When evacuating during a fire, do not open doors if the doors or knobs are hot. If they are cool, open doors slowly. If smoke is encountered when exiting, kneel down on the floor and crawl to escape. Never use an elevator during a fire. Smoke and heat rises so the elevator may be filled with smoke.

6. Proceed Immediately to Assembly Locations

Employees are instructed to quickly exit the building and to assemble at the primary or secondary assembly locations. See Facility Specific Emergency Information List for the primary and secondary locations.

7. Conduct Headcount

Supervisors, with the assistance of employees, are to take headcounts at the assembly area. Emergency personnel are to be notified of names and last known location of any missing personnel who might require rescue.

Emergency personnel or the facility manager will make the decision once a headcount is taken if the situation warrants a further evacuation. This may require sending personnel home by normal means or providing them with transportation to an offsite location.

8. Do Not Re-Enter Building / Area Until Authorized

Once emergency response personnel or the General Manager or Designee has given the "all clear" to employees and their supervisors, they may reenter the facility and proceed to their designated work areas.

9. Review Plan

Senior management will conduct a formal critique of the incident and associated actions, to identify necessary recommendations for improvement.

VIII. MEDICAL EMERGENCIES

1. Emergency First Aid Assistance

First aid is only to be provided by designated first aid providers who have received first aid and/or CPR training, and whose job description duties include providing first aid. Additionally, the Republic Services contract medical provider has established a procedure to provide post-exposure treatment in the event that an employee is exposed to blood or other potentially infectious substances when voluntarily providing emergency assistance or first-aid. Refer to the Safe Work Procedures – First Aid for additional details.

Note: Employees who have received Republic Services provided first aid or CPR training, and are not designated as first aid providers are instructed that their job does not require that they perform first aid services.

2. Stop, Drop, and Roll

In the event an employee has been engulfed in flames, assist them in the Stop, Drop, and Roll fire extinguishing technique:

a. Have the employee stop moving immediately. Moving/running may fan the flame or prevent those attempting to put the fire out from doing so.

b. The employee must then drop to the ground and cover their face with their hands to prevent facial burns.

c. Have the employee begin rolling on the ground. This will deprive the fire from oxygen and help extinguish the flames. Aid the victim by dousing with water, fire extinguisher, or fire beating if need be. Once the fire has been extinguished, help victim get to nearest first responder for emergency medical treatment.

IX. TRAINING

Training employees is a critical component of this plan in preparing personnel in how to respond to an emergency. All employees are trained, on their first day of employment, on the actions that they are required to follow during an emergency. Additional training, as appropriate, is provided:

- For employees who are assigned to assume additional responsibilities during a fire;
- Whenever employee's responsibilities or designated actions under the plan change
- Whenever the plan is changed, and
- As necessary to maintain the required skills of personnel.

The training program provided to personnel covers this emergency action plan and includes the following topics:

- Individual roles and responsibilities;
- Potential fire hazards, and protective actions;
- Preventative measures;
- Notification and communications procedures;
- Fire response procedures;
- Evacuation locations and accountability procedures;
- Establishing Fire Brigade and training for use of fire fighting equipment; and
- Emergency shutdown procedures.

X. ANNUAL DRILLS AND PERIODIC UPDATES

This facility conducts a test of this fire emergency plan at least annually so personnel become familiar with the emergency procedures, the evacuation routes, and emergency assembly locations. The facility reviews this plan with other companies in the area to ensure fire response efforts are coordinated between neighboring facilities.

Additionally, the plan is reviewed with local emergency response officials to help facilitate the coordination of emergency response efforts. A relationship has been promoted with the local fire department and ambulance provider so they know the layout of the facility, potential hazards, and are familiar with site emergency response personnel.

The plan is stored in a location and manner that can be readily reviewed by employees or their designated representatives. This plan is routinely updated as changes occur.

XI. PROGRAM ENFORCEMENT

The Facility Manager is responsible for enforcement of this Fire Prevention and Protection Plan. Anyone who directs someone to violate, or has knowledge of a violation, and takes no corrective action will receive appropriate disciplinary action.

All personnel are responsible for following the procedures in this program. Personnel found in violation of this program will be subject to disciplinary action.

X11. Additional Fire Prevention Guidance

VI. FIRE PREVENTION

STANDARD

Recycling Centers and Complexes store potentially combustible materials such as paper and plastics. Management must implement and maintain a comprehensive Fire Prevention Safety Program at all times and comply with local and State Fire Prevention codes.

EMERGENCY RESPONSE PLAN:

- Review the Fire/Emergency Evacuation Plan *(EEP)* annually, or after any change to the facility layout.
- Assign a primary person and an alternate on each shift to be responsible for calling the fire or police department in the event of an emergency.
- Train all personnel on the EEP and key personnel on fire extinguishing *(below)*.
- Provide a lockbox and key for after-hour access by the fire department.
- Mark all exits with an illuminated sign per fire code.

SPRINKLER SYSTEM:

- Maintain a fire sprinkler system in all areas where required, certified to local building/fire codes. Have a qualified third-party contractor test the system annually.
- The fire detection system should be wired to automatically alert a third party monitoring company of the detection of a fire.

FIRE EXTINGUISHERS:

- Equip all operating equipment *(such as wheel loaders, forklifts, skid-steers, etc.)* with a fire extinguisher, mounted in or on the equipment as appropriate per the Republic Services guidelines.
- Maintain fire extinguishers in easily accessible, clearly visible locations throughout the RC. Post a wall map designating the location of each fire extinguisher and the emergency evacuation route.
- Ensure every extinguisher is fully operational by inspecting them regularly:
  - *Annually by a qualified third party;*
  - *Monthly by Republic management via the monthly site inspection procedures;*
  - *Daily by operators with the VCR for rolling stock.*
- Immediately replace a discharged fire extinguisher.

EMPLOYEE TRAINING:

- Train all key employees annually in proper use of fire extinguishers. Key employees typically include baler operators, leads, operations leadership, and fire teams *(at larger facilities)*.
- Include EEP instructions in new-hire orientation and conduct annual EEP training, including an evacuation drill for each shift. For each drill, record the date, time, headcount, and time to complete the evacuation. *Measure the time from alarm activation to the time the last employee exited the Recycling Center and was accounted for at the meeting location.*

- Keep potentially flammable bales at least 15 feet from a building's heating units. Turn heating units away from bales to prevent a spark from igniting them in the event the spark inhibitor fails

SMOKING CONTROL:

- Post "No Smoking" signs and enforce this standard in each area of the RC.
- Designate a smoking area that conforms to local code.

EQUIPMENT FIRE SUPPRESSION SYSTEMS:

- Every piece of heavy equipment that is up to 10 years old that works with either refuse or recycling materials must have an automatic fire suppression system on board, approved by the Safety Department.

NOTE: *See detailed Corporate SOPS for Automatic Fire Detection and Suppression Systems Republic's Intranet:*

SAFETY ➔ SAFETY STANDARDS ➔ Fire Suppression Systems Heavy Equipment.

Fire suppression system for FEL

INVENTORY CONTROL:

- Maintain manageable volume(s) on the tip floor; during prolonged downtime events, stage materials at other locations or deliver to an alternate processing facility whenever possible or when volumes exceed storage capacity.
- Control the bale storage area by maintaining a consistent outbound shipping schedule; maintain minimal number of bales as possible to minimize the loss in the event of a fire *(fire, water or smoke damage)*.
- Maintain a clean environment around and in-between bales and aisles to prevent the spread of a fire.
- Inspect the bale storage area frequently for possible ignition sources.

RECOVERY EQUIPMENT FIRE EMERGENCY RESPONSE

- **Immediately call 911 when fire or smoke appears.** *(NOTE: A fire in paper, cardboard, or plastic will triple in size every minute, fast response is critical.)*
- Only trained employees are to operate fire extinguishers. Do not let those employees risk personal injury.
- If possible and safe to do so, shut off the main electrical panel during an actual fire emergency evacuation.

MACHINE FIRE RESPONSE

Follow these steps in the event of a machine fire, such as a Wheel Loader:

- Immediately notify a supervisor and call 911.
- If possible, **move the machine to the designated and isolated fire-response area** *(see "Hot-Load Response" below)*. Move the machine away from the tip floor, staged bales, and processing area, if safe.

- **Turn the machine off** to prevent fuel and oil from feeding the fire.
- **Engage the automatic fire suppression system**, if so equipped. *If not*, then key trained personnel should attempt to extinguish the fire with fire extinguishers. *Do not let those employees risk personal injury.*
- *If fire extinguishers cannot put out the fire*, then move all personnel away from the area and allow the fire department access to the machine.
- Never restart a machine that has experienced a fire until after maintenance cleans up the fire-suppressing chemicals and evaluates the machine for damage. Maintenance should tag the equipment "Out of Service" until completing the evaluation and any required repairs.

HOT-LOAD RESPONSE:

- **Designate a special area for incoming "hot loads" – i.e., recycling material that is smoking or clearly on fire.** Locate that tip area in an isolated part of the facility, away from tip floor, processing, or bale storage area; *outside the building is preferable.*
- Immediately call 911 to request fire department response.
- **Bypass the scale and direct the load to the isolated hot-load area.** Immediately direct key employees, trained in fire extinguisher use, to attempt to extinguish the fire with fire extinguishers. *Do not let those employees risk personal injury.*
- After extinguishing the fire, **monitor remains for any hot areas**. Extinguish them and let the load sit; maintain a fire watch until it is certain that the fire will not re-ignite.
- **Dispose of this load of material**, rather than attempting to process it for recovery.
- For hot loads identified before reaching the Recycling Center, first compact the load as tight as possible to help suppress the flames.

FIRE CONTAINMENT

If a fire does occur within the recycling facility, first and foremost, ensure that all employees, customers and visitors are safely out of harm's ways and accounted for at the main rally point. Containing the fire to the immediate area is the biggest key to saving the recovery equipment and building.

- Assign the following tasks to qualified employees:
  - *If safe and possible,* ***shut down the main electrical source to the building.*** *This will prevent water from coming into direct contact with "live" components.*
  - ***Ensure that the main areas of facility have been evacuated*** *(tip floor, bale room storage, processing area); assign a manager/supervisor to respond to each area to ensure complete evacuation on their way to the main rally point.*
  - *During the fire department's firefighting efforts,* ***assign a supervisor/manager to key but safe areas of the facility to monitor the spread of the fire.*** *Each of these supervisors/managers should be in radio contact with the Operations Manager and reporting the spread or containment of the fire within their assigned area. The Operations Manager should stay in close proximity to the local Fire Chief and report directly to the Chief, the observations of the supervisors and managers.*

Note: *At no time should the supervisors or managers enter into the building from their observation points or engage in a risk taking measure to monitor the spread and containment of the fire.*

- The recovered materials and/or the unprocessed inbound materials that have been directly affected by the fire should be discarded *(water damage, smoke damage)*. For any volume that may be salvageable, consult with the ***Regional Recycling Manager*** or your ***MMG representative***.
- Monitor the remaining material for a minimum of 24 hours to ensure the fire, embers and "hot" areas have been completely extinguished before processing or loading materials.

BEST PRACTICES

- **Conduct emergency evacuation drills annually, or more often if employee turnover is frequent.**
- **Invite your local fire department for an annual inspection of the facility**. Conduct fire training for employees and ensure that proper fire prevention systems, equipment, and practices are in place and operational.

FLEETGENIUS

Proposal for Republic Services - City of Buckeye

OUR **STORY**

FleetGenius is proud to offer best-in-class, data-driven, logistics and container management partnerships for solid waste collection operations. FleetGenius consistently performs at a high level as a trusted partner in the environmental services industry.

Our performance standard is unmatched in the industry. In 2023, FleetGenius performed over 2,000,000 ticket actions annually. What we are most proud of is exceeding our customers' internal service standards. We have achieved a verifiable 99.56% success rate in 2023! FleetGenius has provided solid waste haulers this excellent type of service and partnerships for over 23 years, and we are committed to providing this same level of service for Republic Services - Phoenix Market Area.

OUR **EXPERIENCE**

FleetGenius is a certified Minority Business Enterprise (MBE) company. FleetGenius is stable and profitable with over 650 employees. For over 23 years, FleetGenius has been a vital logistics partner to the nation's leading waste haulers.

We are currently members of:

NMSDC
National Minority Supplier Development Council

OUR **LEADERSHIP TEAM**

Andreas Gruson – Chairman and CEO

Andreas Y. Gruson is the Chairman and Chief Executive Officer of FleetGenius, LLC. Mr. Gruson has over 25 years of experience in the environmental services industry in the United States and Latin America.

Beginning in 2021, Mr. Gruson has served as a board member of Big Belly Solar, LLC. Since 2014, he has served as Executive Chairman and Chief Sustainability Officer of Compology, Inc. From 2017 through 2019, Mr. Gruson was Chairman of Estre Ambiental, Inc. (Brazil). Beginning in 2018 through 2019, he served as Chairman of Wastequip Inc. Until its sale to Veolia Environnement in 2018, Mr. Gruson was Chairman of the Strategic Planning Committee of Grupo Sala, S.A. (Colombia). From 2004 to 2007, he was Chairman and CEO of Regus Industries, LLC, a solid waste logistics and disposal company based in the Northeastern United States.

Mr. Gruson holds a Master of Business Administration from Columbia Business School and a Bachelor's degree from the University of Pennsylvania. Since 2015, he has been a Director of Squash Urbano Colombia, an non-profit organization focused on bettering the lives of underprivileged children in Colombia through a rigorous combination of educational programs and squash.

Joe Galindo - Vice President of Operations

Joe has over 12 years of experience in the environmental industry with in-depth knowledge of operations improvement, dispatch, post collection and hauling operations. Prior to joining FleetGenius, LLC, Joe spent the majority of his career with Waste Management, leading both technological implementations to the front-line employees as well as managing a large hauling operation.

Mike Hinkley - Director of Safety and Operations

Mike has over 21 years of experience in the Management of Operations and Safety with a candid understanding and employee engagement related to departmentalization, routing, dispatching, fleet support, and organization management. He has a robust ability to ensure that employers and employees comply with safety programs and required regulations for all workplace safety. Prior to joining FleeGenius, LLC, Mike worked as an Operations Manager with Coors Brewing Company, Sr. Route Manager with

Waste Management, District Manager with Waste Connections, and a vested owner/manager with a private waste hauler that involved many acquisitions

COMMITMENT TO **SUSTAINABILITY**

FleetGenius is committed to continuously improving our operations and best practices with the environment in mind. FleetGenius is committed to sustainability by investing in equipment and resources to help reduce the carbon footprint of the container lifecycle.

efficient **routing**

FleetGenius has full-time routing professionals and routing software to ensure safe and efficient routes, making us up to 30% more efficient than internal container management operations.

sustainable suds **cart washer**

FleetGenius has strategically invested in SUSTAINABLE SUDS cart washing equipment to dramatically reduce water consumption while washing carts at our high volume sites. SUSTAINABLE SUDS brings increased efficiency to our operation to re-use as many carts as possible, washing up to 500 carts in an 8-hour day. SUSTAINABLE SUDS offers incredible water conservation with an estimated water savings of approximately 4 gallons of water per cart washed compared to traditional power washing.

poly**-welding**

FleetGenius poly-welds thousands of carts annually so they can be reused instead of scrapped. Every cart poly-welded is a cart saved from being scrapped, and savings over purchasing a new replacement cart.

lid **replacements**

FleetGenius reuses all lids from unrepairable scrap carts so that carts with broken lids can be reused to their full potential. New lids are ordered for carts with good bodies to avoid purchasing new carts.

paperless **practices**

FleetGenius continues to invest in our technology platform to be as efficient as possible and eliminate paper communication with our electronic ticket dispatch. FleetGenius can integrate directly with your customer management system to electronically push and pull tickets for residential tickets in a turn-key fashion. FleetGenius performs over 2,000,000 electronic tickets annually, that alone saves $20,000 on just paper vs. the traditional paper work order dispatch process.

https://www.fleetgenius.com/sustainabilitycommitment

FLEETGENIUS

COMMITMENT TO **TECHNOLOGY**

FleetGenius is devoted to maintaining and further refining our service performance capabilities by committing to the continuous improvement of our technology platform to bring you **transparency** into our partnership and **data** to make informed business decisions.

In 2010, we began custom work on a GPS task management software to provide our customers with real-time photographic service verification for all residential and commercial ticket work orders. We implemented our technology platform in 2011 and have used it for all operations since then, making advancements each year. Our software program enables our employees to digitally capture notes, photographs, and geocodes as well as to close tickets automatically in the field.

Our technology platform enables us to uphold true transparency into our actions on the street and in the yard, and enables the hauler the ability to easily **verify service** and address any concerns from their residents. This data has proved invaluable to all our operations to quickly resolving customer service issues and making sure FleetGenius meets your company's service standards. By becoming your partner, we know that it is our responsibility to represent you as an **extension of your operation** seamlessly to the communities you serve.

OUR **TEAM**

FleetGenius is a nationally recognized, reputable partner. We are large enough to have an operational scale but small enough to quickly implement technology and innovative management processes that continuously make our company a leader in the industry.

FleetGenius is proud of the company culture we have developed which empowers our employees to thrive in their roles day in and day out. A FleetGenius team member is a motivated, loyal team member that is key to our continued success in our partnerships.

FleetGenius is an environmentally conscious company that strives to practice being a good steward of the environment. Our employees use a digital platform for all job functions or documentation.

safety **program**

FleetGenius strives to protect its employees and clients by providing a secure and safe environment, which includes a 52-week safety program. Our corporate office provides each location with a weekly safety topic that is administered by either our local site manager or operations supervisor. Our system provides our corporate office with full visibility of its implementation and compliance.

Our safety program is compliant with OSHA standards, and we make every effort to align our safety training with Republic Services - Phoenix Market Area 's core safety values. FleetGenius provides all employees with PPE gear for safety needed in both cold and hot weather, as well as COVID-19 prevention PPE. This gear includes a corporate annual steel toe boot program where each employee is issued a voucher for a new pair of steel toe boots.

forklift **safety procedures**

All managers and yard personnel are forklift certified. A forklift safety inspection form is completed each day.

clean **work areas**

FleetGenius believes a clean work area is a safe work area. Each day our yard staff stacks and organizes plastic containers to ensure no yard hazards. All off-route containers are staged to be serviced by Republic Services - Phoenix Market Area trucks. Yards are organized daily and remain free of debris.

accident & injury **documentation**

FleetGenius has an established protocol for accident and injury

documentation and investigation. We investigate every accident and injury. Our site manager performs the investigation and fills out a form whether it is property damage or an accident. All forms are electronic and include detailed information and photographs. If it is an injury, a form is filled out and the employee is required to go to a local health clinic for treatment.

communication **process**

At the start of every new partnership, FleetGenius identifies the key Republic Services - Phoenix Market Area member to partner with our site manager and corporate staff. All key Republic Services - Phoenix Market Area contact information is entered into our CRM database. All conversations and meeting notes are tracked and automatically broadcast to critical FleetGenius employees to help manage any challenges. We will establish a communication protocol with Republic Services - Phoenix Market Area to ensure any potential operational issues are resolved immediately. Our site manager typically has daily communication with the Republic Services - Phoenix Market Area on-site operational staff as well as any off-site customer service and dispatch staff. Our manager is the first point of contact who addresses Republic Services - Phoenix Market Area operational issues. We will provide a variety of daily and weekly reports to communicate operational activities.

service level **commitment**

FleetGenius service level commitment sets the benchmark in the container management industry. FleetGenius company policy is to satisfy the needs of the customer by any means necessary. FleetGenius is committed to providing same-day service issue resolution if possible. This includes leveraging on-site management to perform any task that is part of the service of the container management contract.

To back our service commitment up we will not charge Republic Services - Phoenix Market Area for any FleetGenius service failure or for the recovery. If Republic Services - Phoenix Market Area has any container service commitments that include liquidated damages, FleetGenius will assume that exposure for Republic Services - Phoenix Market Area. We are committed to being the best partner we can be with constant communication and transparency into daily operations.

ON-STREET OPERATION:
WORK ORDER MANAGEMENT

operational **overview**

FleetGenius will perform on-street work orders on behalf of Republic Services - Phoenix Market Area, giving you peace of mind that your residential tickets are taken care of so you can focus on hauling. We have the capability to query your back office ticket management system and download daily tickets for completion. This data is transferred to FleetGenius dispatch and uploaded into our proprietary route management software. The system creates an efficient paperless route for our drivers providing our management team visibility into the on-street performance of our employees.

Our drivers' daily routes are downloaded through our custom application on their mobile devices. Our drivers complete all stops on the day the tickets are assigned within your ticket management system, and FleetGenius will ensure all assigned stops are completed within Republic Services - Phoenix Market Area service standards.

As stops are completed, before and after service photos are taken, the stop status is indicated, and any route notes are recorded and linked to the account in our aGenda software application. This information is available in real-time through our web portal via a public link that can be easily emailed to a customer by copying and pasting the web link (please reference ***Real-Time Service Verification*** section).

Same-day work orders are emailed to the FleetGenius dispatcher. Our dispatch enters them into our system and the system automatically provides the dispatcher with the three closest drivers. A dedicated driver will be selected and he will receive a notice on his device which he must acknowledge before moving on to complete the work order. The drivers will perform in-field repairs as needed for carts. Republic Services - Phoenix Market Area will provide all parts for cart repairs.

The status of your tickets is available in real-time. Republic Services - Phoenix Market Area will have access to viewing real-time ticket completion. Optional text message and email updates are available for residents if they opt-in to receiving text message communication from FleetGenius regarding their ticket status.

Drivers will perform cart repairs as requested on-site, when able. If a cart cannot be repaired on-site, the driver will take the container back to the yard

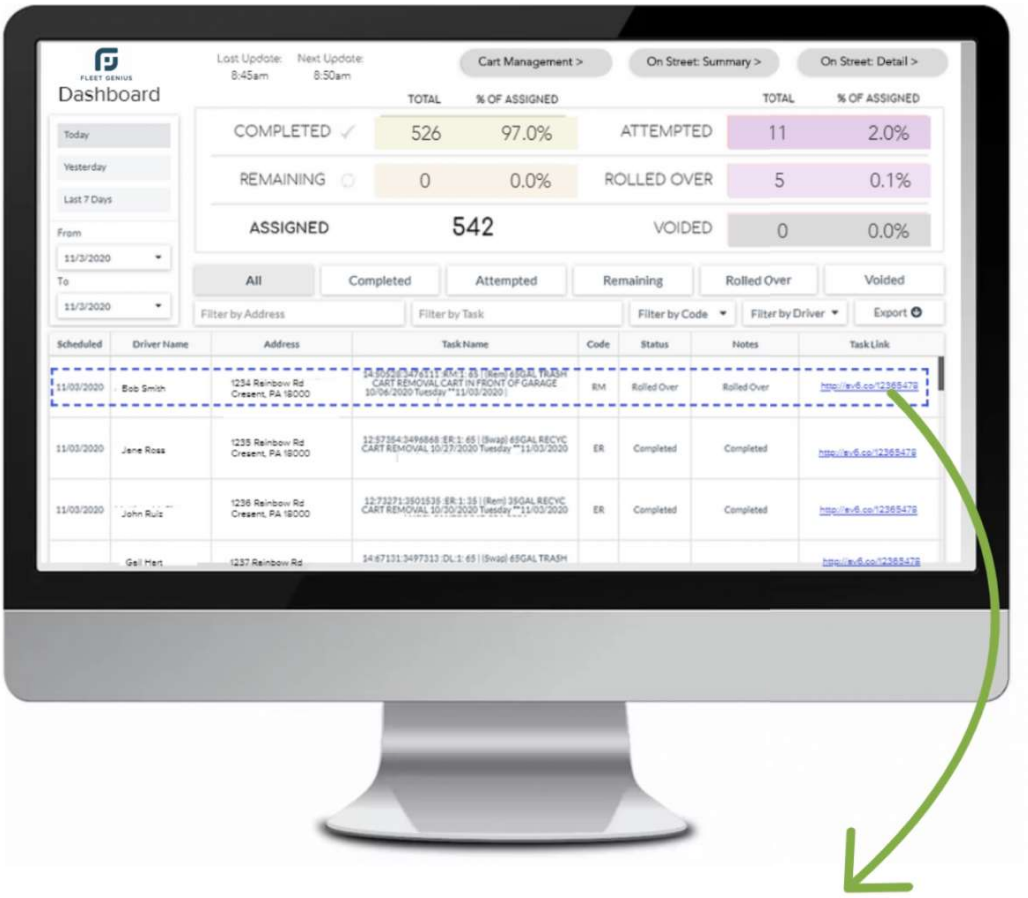
for repair.

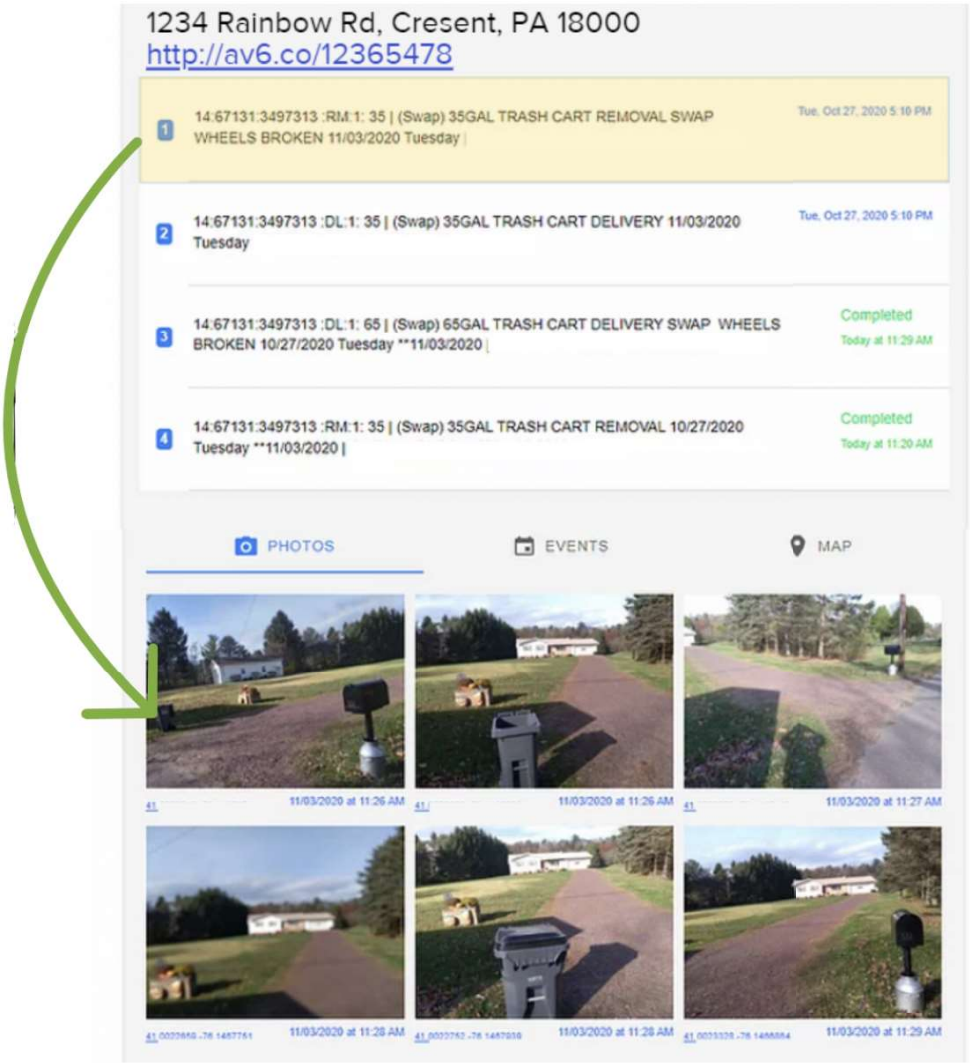
REAL-TIME
SERVICE VERIFICATION

On-Street **Task Management Dashboard**

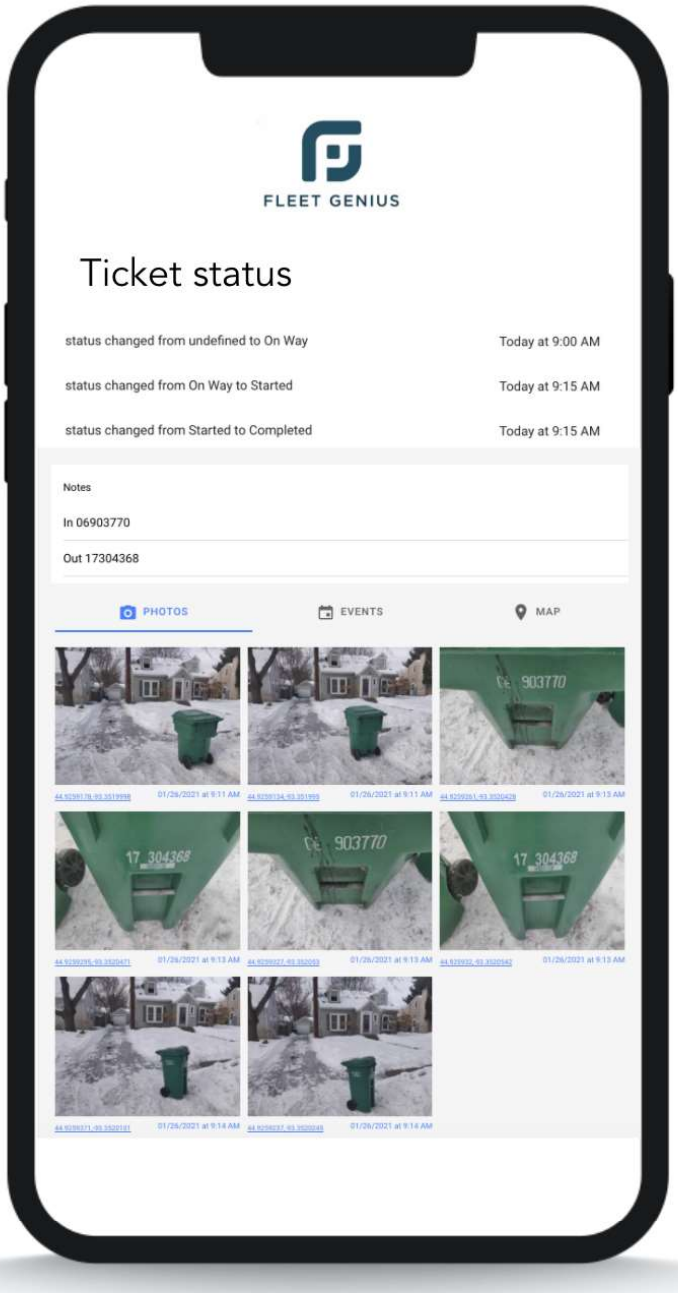
Look up the status of any ticket assigned in real-time to know exactly what has taken place on street today (or in the past), and see what other tickets are pending that are scheduled for the same day. View photos, time stamps, and geo-location for each completed/attempted ticket, helping you to provide faster service verification to your residents if they call Customer Service for an update.

We are proud to help reduce your time-consuming internal ticket escalations and eliminate unnecessary calls, texts, and emails trying to get status updates from your on-street employees. Below is a service verification link example. This is a public web link that is supplied for every ticket action that you can open in your internet browser or send directly to your end customer.





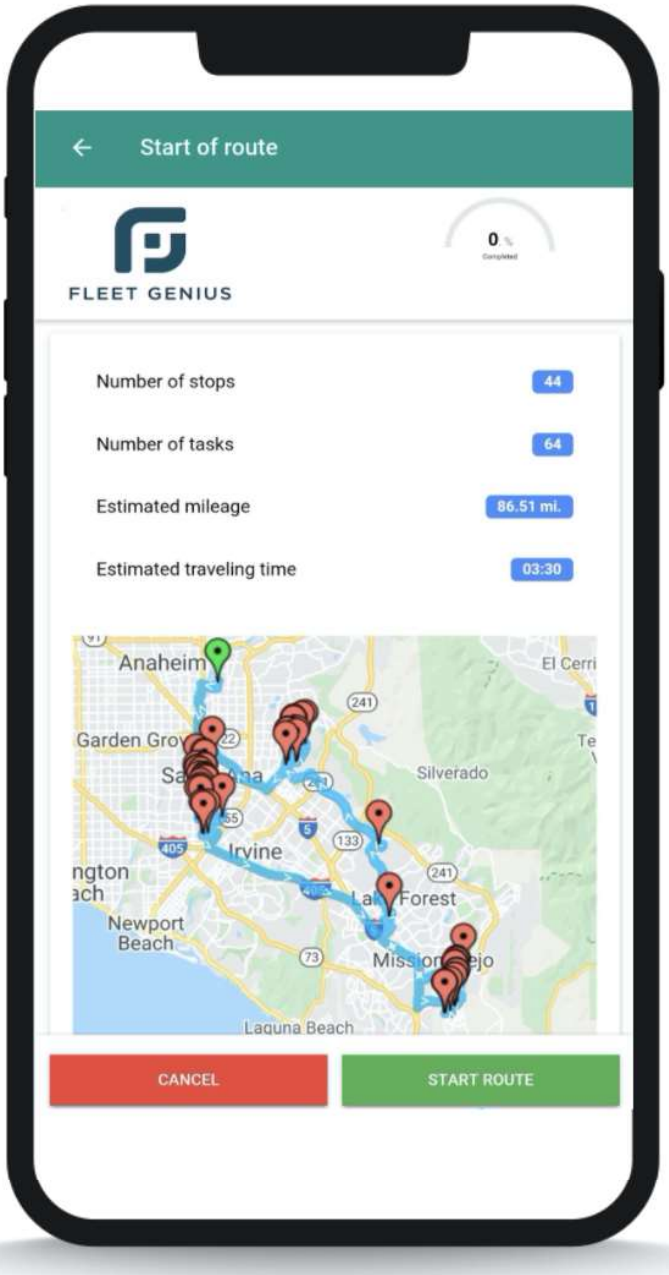
We can even take this one step further to set up live text or email updates directly to your end customer so they can get notifications about when their service is scheduled, and when it was completed with access to the service verification link.


FLEET GENIUS
Ticket status
status changed from undefined to On Way
Today at 9:00 AM
status changed from On Way to Started
Today at 9:15 AM
status changed from Started to Completed
Today at 9:15 AM
Notes
In 06903770
Out 17304368
PHOTOS
EVENTS
MAP

SYSTEM **INTEGRATION**

FleetGenius is proud to offer back-office system integration via API or batch process download. We also have the capability to successfully close out tickets on behalf of our customers (given proper permissions) to eliminate the administrative work involved with closing out tickets at the end of each day.

Our routers can pull your tickets the night before the date on the ticket and seamlessly route the tickets to FleetGenius drivers to their mobile device.



After each ticket is completed, the status is updated by the drivers in real-time from their mobile devices, and Republic Services - Phoenix Market Area has access to view ticket status from that same day, as well as any tickets from the past.

This transparency into our partnership has helped our clients to drastically reduce customer escalations, phone calls, and unnecessary work related to residential tickets.

YARD **OPERATION OVERVIEW**

FleetGenius manages both plastic and metal yards for haulers throughout the United States. We have over 3 million containers under management and have developed proven processes for organizing and processing both plastic and metal containers. Our job is to maximize the life of every container asset.

Our goal is to reduce your spending on new containers and reuse your existing assets. FleetGenius does not manufacture or sell containers; instead, we are motivated to return a maximum number of containers to your inventory at your lowest cost. This is done by washing every container that can be re-used or repaired, accurately recording inventory, processing warranty claims (if applicable), and poly-welding or repairing every container that we can.

Yard Operation **Outline**:

- Receiving of containers from manufacturers
  - Offloading of incoming truckloads of containers in yard
- Manage incoming inventory electronically
- Organize, inventory and maintain all carts and containers on site

    - Provide weekly inventory reports and web-based dashboard with daily incoming and outgoing usage rates to predict inventory needs
    - Incoming carts and containers will be sorted into categories:
        - Reusable for service (process for wash and repair if needed)
        - Process for warranty claim (if applicable based on manufacture date stamp)
        - Scrap carts for recycling (non-warranty and beyond repair)

- Washing Containers
    - We utilize our proven 3-step wash to ensure re-deployed containers are well received by your clients, making the Republic Services - Phoenix Market Area brand the highest priority
        - FleetGenius guarantees that the operations will never wait for washed containers. If the containers are available, they will be cleaned and ready for redeployment the next business day.

- Retrofitting Containers
    - Exchanging wheels, axles, and lids, utilizing only parts from recycled containers.

- Poly-welding containers
    - FleetGenius has a 20-year partnership with Drader Injectiweld poly-welding tools, which provides container reconditioning unmatched in the industry.

- Warranty Management
    - Full documentation and compliance with all container vendor warranties, including serial number and picture documentation of every container submitted for warranty.

- Recycling retired (scrap) containers
    - All containers retired from service will be documented.
    - All containers retired from service will be recycled with a local recycling processor.
    - The sale of the recycled material will be issued directly to Republic Services - Phoenix Market Area from the recycling processor.

FleetGenius will track all Republic Services - Phoenix Market Area spare parts inventory. As carts are recycled or repaired, spare parts will be removed and separated into holding areas for individual components. These parts are documented and inventoried. If the spare parts stock is excessive,

FleetGenius will communicate the number of spare parts that are no longer needed, and those spare parts are recycled. FleetGenius will facilitate the operational process and documentation to recycle the plastic, and Republic Services - Phoenix Market Area will be compensated directly from the recycling processor. All reusable containers are washed. After washing, the container is poly-welded and repaired (if needed). During the repair process, the containers will be tracked using an electronic format.

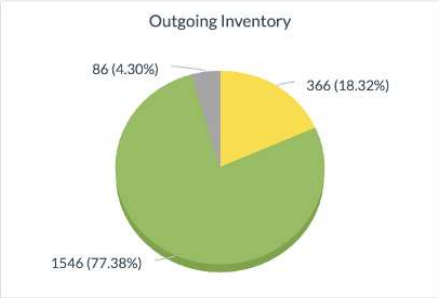
INVENTORY **DASHBOARD REPORTING**

Reporting for Inventory Management and Yard Activities

{brand_company_name}} will track all incoming new inventory and all outgoing inventory digitally. All carts entering the yard are recorded and tracked through our technology platform. The digital platform can be accessed in real-time by Republic Services - Phoenix Market Area staff via our Inventory Management Dashboard. All Republic Services - Phoenix Market Area inventory returning from the field are placed in a dedicated staging area. They are separated into wash, warranty, out of warranty but repairable, and recycle. FleetGenius yard staff will ensure that the Republic Services - Phoenix Market Area yard is organized weekly along with weekly inventory counts. All Republic Services - Phoenix Market Area cart inventory will also be physically counted weekly by location.

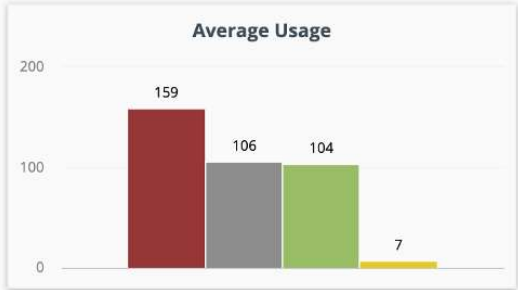
Inventory Management Dashboard:

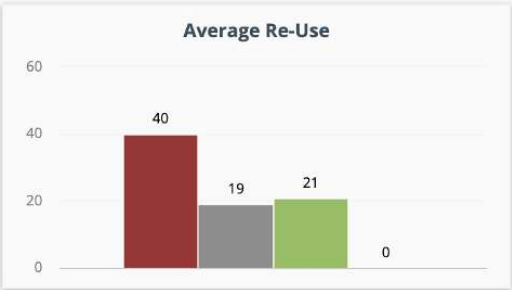
Incoming and Outgoing Inventory Dashboard:



FleetGenius yard staff will ensure that the our customer yard is organized weekly along with weekly inventory counts. our customer is provided daily electronic inventory and work order completion reports. All repairs and poly welding will be electronically tracked and reported on weekly.

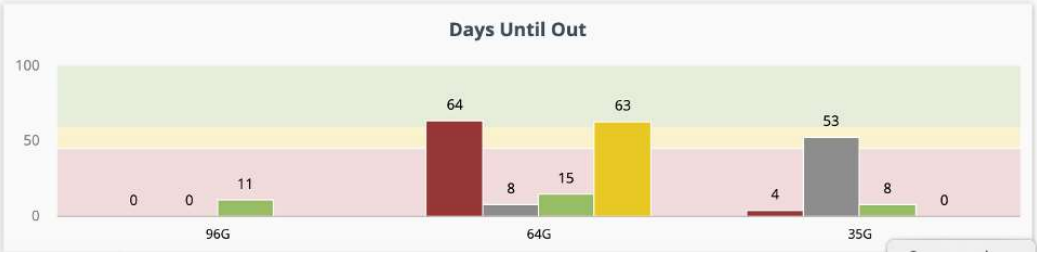
Average usage and re-use Dashboard:





Track historical data with confidence to create purchasing budgets and make business decisions passed on trends.

Days until out dashboard:



Predict when you will be out of inventory using historical data patterns, giving you ample time to plan and re-stock containers (if needed) without the risk of running out of your ready line inventory.

Ready Line Dashboard:

Have confidence in your ready line container asset inventory so you can focus on your core business of collection operations.

Cost savings calculator Dashboard:

Track service actions in your yard to reuse carts to their full potential and extend their lifespan in order to reduce future spend on new carts.

CART **WASHING**

FleetGenius has a proven wash process to ensure that re-used containers are ready to be re-deployed into service and meet your residents' expectations. We use a pressure washer, degreaser and deodorizer during the washing process. The washed container will be completely wiped down after it is washed and will look and smell new.

FleetGenius will use our electronic devices to track all cart washing actions for ultimate transparency. FleetGenius will provide Republic Services - Phoenix Market Area a weekly report of all carts that are washed.

On-site cart washing process:

FleetGenius will evaluate and sort each cart that comes in from the field to determine if they are scrap, warranty or reusable. The reusable carts will be washed. FleetGenius will use a Landa Power Washer with a Karcher Dirt Blaster Nozzle (or existing power washer). Landa Power Washer Model PG4-35324, 3.7 gallons per minute, Honda GX390 Engine, Pump RPM 1185. A Karcher DirtBlaster Nozzle will be used with the Landa Power Washer. The nozzle is a high-pressure pencil jet that rotates at approximately 4,000 RPM to provide a wider cleaning area. This nozzle is unsurpassed at removing stubborn dirt and solvents.

FleetGenius will thoroughly wash the interior of each barrel. All debris is scraped or removed and discarded into the trash. A degreaser and deodorizer is then sprayed into the inside of the cart. The interior is pressure washed and emptied of any excess water. The interior is sprayed with deodorizer and inspected for any debris remaining in the container. If debris remains, it will be wiped by hand and cleaned. FleetGenius also washes the exterior of each cart. A degreaser will be sprayed on the outside of each cart. The exterior of the cart will be pressure washed and all debris will be removed. The exterior of the cart will be inspected, and any remaining debris left after washing will be wiped by hand. Example of cart washing tracking data:

Employee Name	Date	96 BLU	64 BLU	35 BLU	96 GRY	64 GRY	35 GRY	96 GRN	64 GRN	35 GRN	64 YLW	35 YLW	Notes
Joseph gosnell	7/1/2019	120			82								202
Joseph gosnell	7/2/2019	124			96								220
Joseph gosnell	7/3/2019	98			84				4				186
Joseph gosnell	7/5/2019	120			84								204
Joseph gosnell	7/6/2019	64			48								112
Joseph gosnell	7/8/2019	84			84				14				182
Joseph gosnell	7/9/2019	40			24								64
Joseph gosnell	7/10/2019	98			84								182
Joseph gosnell	7/11/2019	92			53	24							169
Joseph gosnell	7/12/2019	84			92								176
Joseph gosnell	7/13/2019	82			82	34							198
Joseph gosnell	7/15/2019	92			96								188
Joseph gosnell	7/16/2019	60			92								152
Everardo mendoza	7/17/2019	31	26	39	76	0	0	0	72	0	0	0	244
Everardo Mendoza	7/18/2019	15	25	39	102			4	78				263
Everardo Mendoza	7/19/2019	18	17	40	93								168
Joseph gosnell	7/20/2019	82			82	34							198
Joseph gosnell	7/22/2019	24			82								106
Everardo Mendoza	7/23/2019	78	12	33	58	14		12	88				295
Joseph gosnell	7/24/2019	64			82								146
Everardo Mendoza	7/25/2019	85	12	21	70				63				251
Joseph gosnell	7/26/2019	64			82			4					150
Everardo Mendoza jr	7/29/2019	30	0		25	0		9	81				145
Everardo Mendoza jr	7/30/2019	60	0		24	0			81				165
Joseph gosnell	7/31/2019	72			64								136
Everardo Mendoza jr	8/1/2019	70		30	6	6							112
Joseph gosnell	8/2/2019	94			80				24				198
Everardo Mendoza jr	8/5/2019	84			42				54				180
Everardo Mendoza jr	8/6/2019	90		25	78				135				328
Joseph gosnell	8/7/2019	92			64								156
Joseph gosnell	8/8/2019	94			82								176

CART **POLY-WELDING**

FleetGenius will make every effort to repair and weld every container that can be reasonably repaired. Since we manufacture our own welding rod, we are the only plastic welding company that can guaranty a true color match. We are also the only plastic welding company that removes the welding bead to ensure the container does not look welded. At most, the container will look like it has been scratched.

https://www.youtube.com/watch?v=2R-sS8JpDho&t=13s

FleetGenius will poly-weld each cracked cart using the following process:

- The container will be washed (see ***Cart Washing***).
- The container will be completely wiped down and dried by hand prior to welding
- The crack is Dremeled on both sides creating a V shape. The V shape ensures our specially designed welding tips achieve full penetration of the cart wall
- A Drader International Injectiweld W30000 Model plastic welding gun will be used to weld the crack. The welder will inject a color-matched welding rod heated to the same melt index as the originally manufactured cart production molding temperature; into the crack, creating a weld bead. We will weld both sides of the crack.
- When the weld begins to cool the weld bead will be carefully scraped off with a flat knife
- The finished weld will be smooth and will appear as a scrape on the barrel
- Poly-weld warranty: The welded crack will be guaranteed for the life of the cart

Example of data to populate weld tracking report including before and after pictures for every cart weld:

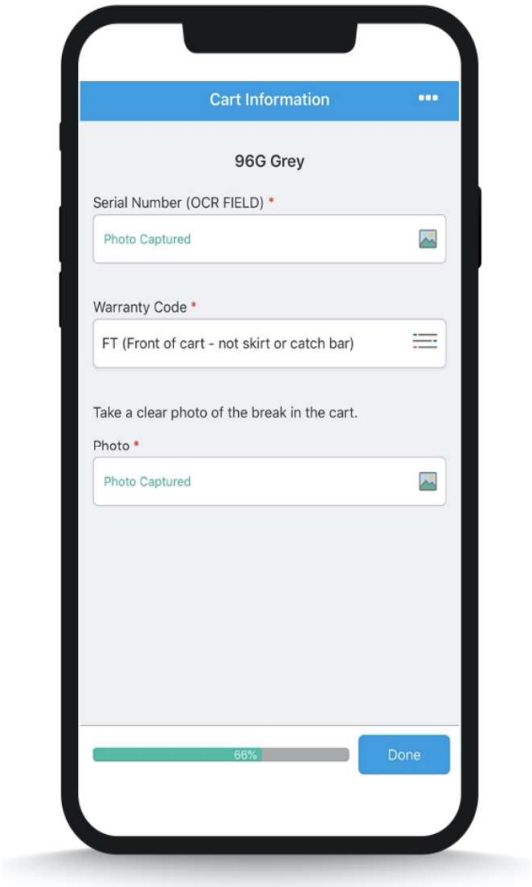
Name	Date	Time	Size	Color	Type	Serial Number	Weld Location	Type of Weld	Before Photo	After Photo	Notes
Luis Pérez	10/17/2019	8:12 AM	960	Blue	960 Blue	T13 089439	Right side	Large crack	https://www.pocketnow.com/values/T528227948	https://www.pocketnow.com/values/T528227949	10-21-2019
Luis Pérez	10/17/2019	8:22 AM	960	Blue	960 Blue	T12 070532	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528227954	https://www.pocketnow.com/values/T528227957	10-21-2019
Luis Pérez	10/17/2019	8:12 AM	960	Blue	960 Blue	T16 117274	Back of cart	Large crack	https://www.pocketnow.com/values/T528227958	https://www.pocketnow.com/values/T528227960	10-21-2019
Luis Pérez	10/17/2019	8:17 AM	960	Blue	960 Blue	T18 057627	Back of cart	Large crack	https://www.pocketnow.com/values/T528227956	https://www.pocketnow.com/values/T528227979	10-21-2019
Luis Pérez	10/17/2019	8:27 AM	960	Blue	960 Blue	R11 010731	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528227967	https://www.pocketnow.com/values/T528227980	10-21-2019
Luis Pérez	10/17/2019	9:47 AM	960	Blue	960 Blue	T18 165844	Back of cart	Large crack	https://www.pocketnow.com/values/T528227908	https://www.pocketnow.com/values/T528227901	10-21-2019
Luis Pérez	10/17/2019	10:10 AM	960	Blue	960 Blue	T14 082515	Back of cart	Large crack	https://www.pocketnow.com/values/T528227909	https://www.pocketnow.com/values/T528227912	10-21-2019
Luis Pérez	10/17/2019	10:27 AM	960	Blue	960 Blue	T13 086803	Back of cart	Large crack	https://www.pocketnow.com/values/T528227920	https://www.pocketnow.com/values/T528227923	10-21-2019
Luis Pérez	10/17/2019	10:39 AM	960	Blue	960 Blue	T13 086379	Right side	Large crack	https://www.pocketnow.com/values/T528227931	https://www.pocketnow.com/values/T528227934	10-21-2019
Luis Pérez	10/17/2019	10:57 AM	960	Blue	960 Blue	T18 163394	Axle area	Small crack	https://www.pocketnow.com/values/T528227942	https://www.pocketnow.com/values/T528227945	10-21-2019
Luis Pérez	10/17/2019	11:03 AM	960	Blue	960 Blue	T11 070003	Axle area	Large crack	https://www.pocketnow.com/values/T528227953	https://www.pocketnow.com/values/T528227956	10-21-2019
Luis Pérez	10/17/2019	11:14 AM	960	Blue	960 Blue	T10 057 274	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528227964	https://www.pocketnow.com/values/T528227967	10-21-2019
Luis Pérez	10/17/2019	11:23 AM	960	Blue	960 Blue	T13 091167	Back of cart	Large crack	https://www.pocketnow.com/values/T528227976	https://www.pocketnow.com/values/T528227979	10-21-2019
Luis Pérez	10/17/2019	12:25 PM	960	Blue	960 Blue	T16 082897	Right side	Large crack	https://www.pocketnow.com/values/T528227986	https://www.pocketnow.com/values/T528227989	10-21-2019
Luis Pérez	10/17/2019	12:39 PM	960	Blue	960 Blue	R95 015503	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528227967	https://www.pocketnow.com/values/T528228000	10-21-2019
Luis Pérez	10/17/2019	12:51 PM	960	Blue	960 Blue	T09 042581	Back of cart	Large crack	https://www.pocketnow.com/values/T528228004	https://www.pocketnow.com/values/T528228011	10-21-2019
Luis Pérez	10/17/2019	1:11 PM	960	Blue	960 Blue	T17 118128	Back of cart	Large crack	https://www.pocketnow.com/values/T528228019	https://www.pocketnow.com/values/T528228022	10-21-2019
Luis Pérez	10/17/2019	1:15 PM	960	Blue	960 Blue	T18 085536	Right side	Large crack	https://www.pocketnow.com/values/T528228035	https://www.pocketnow.com/values/T528228040	10-21-2019
Luis Pérez	10/17/2019	1:24 PM	960	Blue	960 Blue	T14 082892	Back of cart	Large crack	https://www.pocketnow.com/values/T528228054	https://www.pocketnow.com/values/T528228059	10-21-2019
Luis Pérez	10/17/2019	1:42 PM	960	Blue	960 Blue	T11 086841	Axle area	Small crack	https://www.pocketnow.com/values/T528228063	https://www.pocketnow.com/values/T528228077	10-21-2019
Luis Pérez	10/17/2019	1:50 PM	960	Blue	960 Blue	T11 072180	Back of cart	Large crack	https://www.pocketnow.com/values/T528228088	https://www.pocketnow.com/values/T528228102	10-21-2019
Luis Pérez	10/17/2019	2:10 PM	960	Blue	960 Blue	T13 085507	Back of cart	Large crack	https://www.pocketnow.com/values/T528228122	https://www.pocketnow.com/values/T528228131	10-21-2019
Luis Pérez	10/17/2019	2:17 PM	960	Blue	960 Blue	T14 083728	Left side	Large crack	https://www.pocketnow.com/values/T528228151	https://www.pocketnow.com/values/T528228158	10-21-2019
David castillo	10/16/2019	1:28 PM	960	Blue	960 Blue	T15 111612	Axle area	Large crack	https://www.pocketnow.com/values/T528284081	https://www.pocketnow.com/values/T528284100	10-21-2019
David castillo	10/16/2019	1:30 PM	960	Blue	960 Blue	T12 070172	Skirt - upper lifting point	Large crack	https://www.pocketnow.com/values/T528284108	https://www.pocketnow.com/values/T528284111	10-21-2019
David castillo	10/16/2019	1:40 PM	960	Blue	960 Blue	T15 113620	Axle area	Large crack	https://www.pocketnow.com/values/T528284129	https://www.pocketnow.com/values/T528284122	10-21-2019
David castillo	10/16/2019	2:06 PM	960	Blue	960 Blue	T16 086822	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528284130	https://www.pocketnow.com/values/T528284133	10-21-2019
David castillo	10/16/2019	2:22 PM	960	Blue	960 Blue	T13 083622	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528284141	https://www.pocketnow.com/values/T528284144	10-21-2019
David castillo	10/16/2019	2:36 PM	960	Blue	960 Blue	T18 183890	Back of cart	Large crack	https://www.pocketnow.com/values/T528284152	https://www.pocketnow.com/values/T528284155	10-21-2019
Edgar Juarez Ramos	10/17/2019	8:20 AM	960	Blue	960 Blue	T09 082891	Axle area	Small crack	https://www.pocketnow.com/values/T528280389	https://www.pocketnow.com/values/T528280400	10-21-2019
Edgar Juarez Ramos	10/17/2019	8:16 AM	960	Blue	960 Blue	T14 000341	Axle area	Small crack	https://www.pocketnow.com/values/T528280406	https://www.pocketnow.com/values/T528280431	10-21-2019
Edgar Juarez Ramos	10/17/2019	8:40 AM	960	Blue	960 Blue	T18 082818	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528280438	https://www.pocketnow.com/values/T528280487	10-21-2019
Edgar Juarez Ramos	10/17/2019	8:42 AM	960	Blue	960 Blue	T12 077293	Front of cart - not skirt or catch bar	Small crack	https://www.pocketnow.com/values/T528280496	https://www.pocketnow.com/values/T528280499	10-21-2019
Edgar Juarez Ramos	10/17/2019	10:03 AM	960	Blue	960 Blue	T18 081505	Front of cart - not skirt or catch bar	Large crack	https://www.pocketnow.com/values/T528280516	https://www.pocketnow.com/values/T528280517	10-21-2019
Edgar Juarez Ramos	10/17/2019	10:55 AM	960	Blue	960 Blue	T09 040397	Axle area	Small crack	https://www.pocketnow.com/values/T528280537	https://www.pocketnow.com/values/T528280544	10-21-2019
Edgar Juarez Ramos	10/17/2019	11:03 AM	960	Blue	960 Blue	R11 012738	Back of cart	Large crack	https://www.pocketnow.com/values/T528280557	https://www.pocketnow.com/values/T528280563	10-21-2019
Edgar Juarez Ramos	10/17/2019	12:19 PM	960	Blue	960 Blue	T16 164591	Axle area	Small crack	https://www.pocketnow.com/values/T528280569	https://www.pocketnow.com/values/T528280573	10-21-2019

Photo examples from live links in welding report

CART **WARRANTY PROCESSING**

FleetGenius provides documentation and compliance with all container vendor warranties, including serial number and picture documentation of every container submitted for warranty. We also track the status of the claims and record claim metrics by the manufacturer. FleetGenius ensures that all requested warranty claim documentation details are provided to manufacturers, providing the best claim submissions to enable container vendors to honor their warranty.

We provide detailed reporting so that Republic Services - Phoenix Market Area will understand how many containers are being submitted for warranty and accurately how many are being honored. With FleetGenius you have a 3rd party evaluator to administer your warranty.



FleetGenius uses Optical Character Recognition (OCR) technology to easily and accurately capture each cart's unique serial number, as required documentation by most cart manufacturer warranty claims. We capture a picture of the cart failure and a picture of the matching serial number data for indisputable claims. Our team electronically records the date, cart size, manufacturer and warranty claim code associated with the failure location on the cart.

We can then provide the claim data back to Republic Services - Phoenix Market Area to fulfill directly with the cart manufacturer, or we can take it one step further and manage the claim through the validation phase directly with the manufacturer on behalf of Republic Services - Phoenix Market Area (with your employee copied on all correspondence). If the manufacturer requires Republic Services - Phoenix Market Area to return the warrantied containers, FleetGenius ensures all parts (including lids) are removed before container bodies are returned. Containers not honored in the warranty program will not be returned to the manufacturer and will be evaluated for potential repair, or processed for recycling value.

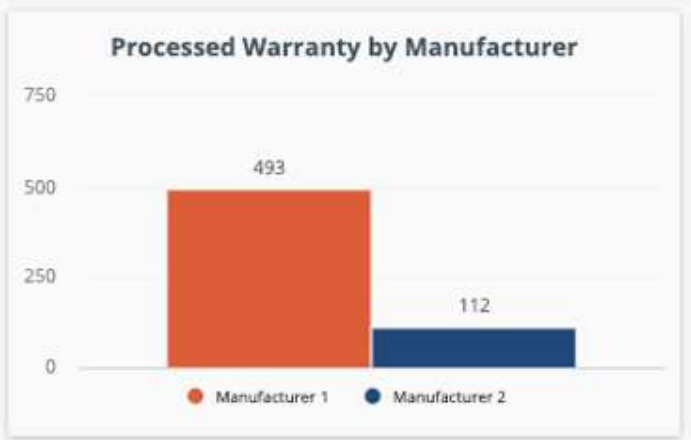
Example of data to populate vendor warranty claim form submissions including photos of cart failure and serial number:

Date	Size	Serial Number	Code	Photo of Cart	Photo of Serial Number	Date Submitted	Claim #	Date Approved	Rejection Reason
3/30/2020	96G	T95063587	BK (Back of cart)	http://www.gocanvas.com/values/8075475099	http://www.gocanvas.com/values/8075475101	4/3/2020	1584-20-1-W		
3/30/2020	96G	G95027618	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8075475110	http://www.gocanvas.com/values/8075475112	4/3/2020	1584-20-1-W		
3/30/2020	96G	T95058852	LS (Left side)	http://www.gocanvas.com/values/8075475138	http://www.gocanvas.com/values/8075475139	4/3/2020	1584-20-1-W		
3/30/2020	96G	95y05334	LS (Left side)	http://www.gocanvas.com/values/8075475146	http://www.gocanvas.com/values/8075475147	4/3/2020	1584-20-1-W		
3/30/2020	96G	95g026767	BK (Back of cart)	http://www.gocanvas.com/values/8075475154	http://www.gocanvas.com/values/8075475156	4/3/2020	1584-20-1-W		
3/30/2020	96G	T95057173	AX (Axle area)	http://www.gocanvas.com/values/8075475161	http://www.gocanvas.com/values/8075475162	4/3/2020	1584-20-1-W		
3/30/2020	96G	T95056565	AX (Axle area)	http://www.gocanvas.com/values/8075475166	http://www.gocanvas.com/values/8075475167	4/3/2020	1584-20-1-W		
3/30/2020	96G	t95056536	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102334	http://www.gocanvas.com/values/8076102356	4/3/2020	1584-20-1-W		
3/30/2020	96G	t95056898	BK (Back of cart)	http://www.gocanvas.com/values/8076102365	http://www.gocanvas.com/values/8076102367	4/3/2020	1584-20-1-W		
3/30/2020	96G	95r022755	BK (Back of cart)	http://www.gocanvas.com/values/8076102374	http://www.gocanvas.com/values/8076102375	4/3/2020	1584-20-1-W		
3/30/2020	96G	t950584444	BK (Back of cart)	http://www.gocanvas.com/values/8076102382	http://www.gocanvas.com/values/8076102383	4/3/2020	1584-20-1-W		
3/30/2020	96G	r95037143	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102390	http://www.gocanvas.com/values/8076102391	4/3/2020	1584-20-1-W		
3/30/2020	96G	t95057295	AX (Axle area)	http://www.gocanvas.com/values/8076102397	http://www.gocanvas.com/values/8076102399	4/3/2020	1584-20-1-W		
3/30/2020	96G	g95039598	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102405	http://www.gocanvas.com/values/8076102407	4/3/2020	1584-20-1-W		
3/30/2020	96G	t95062532	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102414	http://www.gocanvas.com/values/8076102416	4/3/2020	1584-20-1-W		
3/30/2020	64G	65r102246	AX (Axle area)	http://www.gocanvas.com/values/8076102422	http://www.gocanvas.com/values/8076102424	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014391	AX (Axle area)	http://www.gocanvas.com/values/8076102431	http://www.gocanvas.com/values/8076102433	4/3/2020	1584-20-1-W		
3/30/2020	64G	r65025605	AX (Axle area)	http://www.gocanvas.com/values/8076102439	http://www.gocanvas.com/values/8076102441	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65012276	RS (Right side)	http://www.gocanvas.com/values/8076102447	http://www.gocanvas.com/values/8076102449	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014896	AX (Axle area)	http://www.gocanvas.com/values/8076102455	http://www.gocanvas.com/values/8076102457	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65021761	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102463	http://www.gocanvas.com/values/8076102465	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65024627	AX (Axle area)	http://www.gocanvas.com/values/8076102471	http://www.gocanvas.com/values/8076102473	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65023355	BK (Back of cart)	http://www.gocanvas.com/values/8076102479	http://www.gocanvas.com/values/8076102481	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014734	AX (Axle area)	http://www.gocanvas.com/values/8076102488	http://www.gocanvas.com/values/8076102489	4/3/2020	1584-20-1-W		
3/30/2020	64G	r65025346	BK (Back of cart)	http://www.gocanvas.com/values/8076102496	http://www.gocanvas.com/values/8076102497	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65013769	LS (Left side)	http://www.gocanvas.com/values/8076102504	http://www.gocanvas.com/values/8076102505	4/3/2020	1584-20-1-W		
3/30/2020	64G	r65024229	AX (Axle area)	http://www.gocanvas.com/values/8076102512	http://www.gocanvas.com/values/8076102513	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65024287	AX (Axle area)	http://www.gocanvas.com/values/8076102520	http://www.gocanvas.com/values/8076102522	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014549	AX (Axle area)	http://www.gocanvas.com/values/8076102528	http://www.gocanvas.com/values/8076102530	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014600	AX (Axle area)	http://www.gocanvas.com/values/8076102537	http://www.gocanvas.com/values/8076102538	4/3/2020	1584-20-1-W		
3/30/2020	64G	g65014427	FT (Front of cart - not skirt or catch bar)	http://www.gocanvas.com/values/8076102545	http://www.gocanvas.com/values/8076102553	4/3/2020	1584-20-1-W		
3/30/2020	64G	t65024782	AX (Axle area)	http://www.gocanvas.com/values/8076102559	http://www.gocanvas.com/values/8076102560	4/3/2020	1584-20-1-W		

Photo examples from live links in warranty report

Processed warranty by manufacturer Dashboard:

Track your damaged assets that you are claiming under warranty and compare the volume of damaged carts claimed for warranty by manufacturer. Make informed business decisions on future cart purchases based on manufacturer-specific field performance.


Processed Warranty by Manufacturer
750
500
250
0
493
112
Manufacturer 1
Manufacturer 2

RECYCLING **RETIRED CONTAINERS**

After evaluating the container and exhausting options to re-use it (wash, weld, repair, warranty), some containers, unfortunately, need to be retired. Our goal is to recycle retired assets (scrap carts) in the most efficient way possible with the highest return for the material value for Republic Services - Phoenix Market Area.

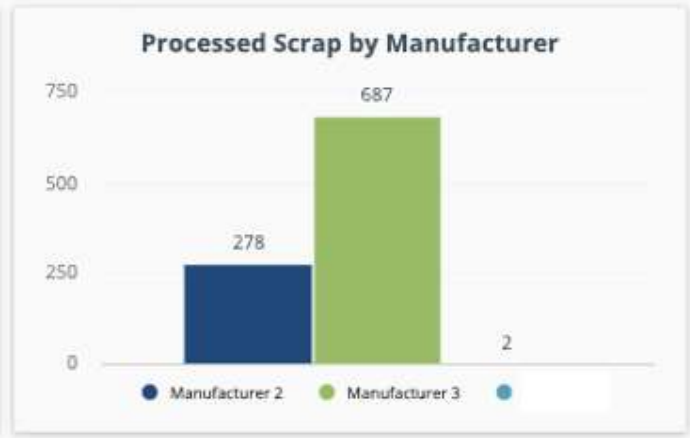
- All containers retired from service will be documented.
- All containers retired will be recycled with a local recycling processor of Republic Services - Phoenix Market Area's choice.
- The sale of the recycled material will be issued directly to Republic Services - Phoenix Market Area from the recycling processor.

Example of data to populate scrap processing report:

Submitted By	Date	Manufacturer	Size	Color	Mfg. Year	Location of Break	Photo of Cart	Photo of Serial Number
Everardo Mendoza jr	43918	MFG Name	64G	Blue	2007	Back of body	https://www.gocanvas.com/values/8071140386.jpg	https://www.gocanvas.com/values/8071140387.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2007	Back of body	https://www.gocanvas.com/values/8071140392.jpg	https://www.gocanvas.com/values/8071140393.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071140398.jpg	https://www.gocanvas.com/values/8071140399.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2007	Front of body	https://www.gocanvas.com/values/8071140404.jpg	https://www.gocanvas.com/values/8071140405.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2009	Front of body	https://www.gocanvas.com/values/8071140410.jpg	https://www.gocanvas.com/values/8071140411.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2009	Front of body	https://www.gocanvas.com/values/8071140416.jpg	https://www.gocanvas.com/values/8071140417.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071140422.jpg	https://www.gocanvas.com/values/8071140423.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2007	Beyond usable	https://www.gocanvas.com/values/8071140428.jpg	https://www.gocanvas.com/values/8071140429.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071140434.jpg	https://www.gocanvas.com/values/8071140435.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Blue	2007	Handles	https://www.gocanvas.com/values/8071140440.jpg	https://www.gocanvas.com/values/8071140441.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071154572.jpg	https://www.gocanvas.com/values/8071154574.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071154584.jpg	https://www.gocanvas.com/values/8071154585.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2007	Back of body	https://www.gocanvas.com/values/8071154595.jpg	https://www.gocanvas.com/values/8071154597.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2009	Back of body	https://www.gocanvas.com/values/8071154606.jpg	https://www.gocanvas.com/values/8071154608.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2006	Back of body	https://www.gocanvas.com/values/8071154617.jpg	https://www.gocanvas.com/values/8071154619.jpg
Phillip Acosta	43918	MFG Name	96G	Blue	2007	Back of body	https://www.gocanvas.com/values/8071154628.jpg	https://www.gocanvas.com/values/8071154630.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Bottom	https://www.gocanvas.com/values/8071185703.jpg	https://www.gocanvas.com/values/8071185706.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Front of body	https://www.gocanvas.com/values/8071185727.jpg	https://www.gocanvas.com/values/8071185728.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Back of body	https://www.gocanvas.com/values/8071185733.jpg	https://www.gocanvas.com/values/8071185734.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Front of body	https://www.gocanvas.com/values/8071185739.jpg	https://www.gocanvas.com/values/8071185740.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Back of body	https://www.gocanvas.com/values/8071185745.jpg	https://www.gocanvas.com/values/8071185746.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Bottom	https://www.gocanvas.com/values/8071185751.jpg	https://www.gocanvas.com/values/8071185752.jpg
Govanni Ramirez	43918	MFG Name	96G	Blue	1996	Back of body	https://www.gocanvas.com/values/8071185757.jpg	https://www.gocanvas.com/values/8071185758.jpg
Govanni Ramires	43918	MFG Name	64G	Green	2009	Back of body	https://www.gocanvas.com/values/8071197239.jpg	https://www.gocanvas.com/values/8071197240.jpg
Govanni Ramires	43918	MFG Name	64G	Green	2009	Front of body	https://www.gocanvas.com/values/8071197245.jpg	https://www.gocanvas.com/values/8071197246.jpg
Govanni Ramirez	43918	MFG Name	64G	Grey	2004	Back of body	https://www.gocanvas.com/values/8071219155.jpg	https://www.gocanvas.com/values/8071219156.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2008	Back of body	https://www.gocanvas.com/values/8071244950.jpg	https://www.gocanvas.com/values/8071244951.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2006	Back of body	https://www.gocanvas.com/values/8071244956.jpg	https://www.gocanvas.com/values/8071244957.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2006	Back of body	https://www.gocanvas.com/values/8071244962.jpg	https://www.gocanvas.com/values/8071244963.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2007	Back of body	https://www.gocanvas.com/values/8071244968.jpg	https://www.gocanvas.com/values/8071244969.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2006	Back of body	https://www.gocanvas.com/values/8071244974.jpg	https://www.gocanvas.com/values/8071244975.jpg
Everardo Mendoza jr	43918	MFG Name	96G	Grey	2006	Back of body	https://www.gocanvas.com/values/8071244980.jpg	https://www.gocanvas.com/values/8071244981.jpg

Photo examples from live links in scrap report

Processed scrap by manufacturer Dashboard:



Track your retired assets and compare the number of scrap carts processed by each manufacturer to track performance over time and make informed future purchasing decisions.

recyclone **mobile cart shredder**

Your retired carts can be ground up and reused as Post Consumer Recycled (PCR) material in the making of new carts.

FleetGenius supports this sustainable practice by helping to optimize the logistics of the supply chain with our RECYCLONE mobile shredder. With the depressed value of HDPE, freight and volume are huge factors impacting the sale of retired cart material. The shredding of retired carts helps to save yard space, decrease negative (empty) space during over the road truck transportation, and provide cost savings on both ends of the supply chain (hauler and cart manufacturers).

The RECYCLONE can optimize the logistics of the supply chain with volume reduction and reduced transportation costs by shredding the carts down into super sacks/bulk bags, decreasing the carbon footprint and transportation costs related to the recycling of retired (scrap) carts. The RECYCLONE shredder will also help by improving the incentive in the free market to increase diversion from the landfill.

Transition Plan

We are seasoned experts in the successful transition of services from your current provider to Republic Services.

Transition Team, Schedule, and Activities

The key to a successful transition to new and advanced programs is an experienced transition team led by experienced team leaders.

At Republic, the transition team leaders include Alberto Guardado, General Area Sr. Manager of Municipal Michael Celaya, and Brent , Buckeye Operations Manager; who, together, bring of 40 years of transition experience gleaned through large-scale, challenging municipal implementation projects.

Mr. Guardado, Mr. Celaya, and Mr. Wickeremasuriya will continue to administer the franchise, act as liaisons to the City, and work with City staff regarding contract administration and compliance. They will continue to also serve as contract representatives after the initial start-up phase of this new contract period.

Coordination and Planning

We know the key to a successful transition and implementation of your contract relies on open communication. Our philosophy is to constantly share updates with you, so everyone involved remains aligned and on plan.

Figure 1. Low Risk Transition. From contract award to service start date our teams are visible and in constant communication.

Successful transitions cover many details and require strong communication

- Communication is key to a successful transition
- Capital asset procurement and delivery
- Staging and rollout of new containers
- Driver hiring, training and route planning
- Community education and marketing

Our local team works to provide a seamless transition by developing a detailed plan to include:

- Creating a transition timeline and plan, crafted in collaboration with the city. This transition plan includes milestones, roles/responsibilities, community education plan and contact information.
- Providing frequent, proactive communication with the City of Buckeye to ensure there are no surprises along the way; including weekly in-person meetings and phone calls/emails as needed.
- Providing route maps to the city and identifying any changes from the current hauler's routes.
- Monitoring open service notes, our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.
- Timely and appropriate communication, in coordination with the city, with residents and businesses — from events, mailings, website information and direct communication (phone, email, live chat).
- Daily communication with the internal team to assess project status and timeline benchmarks.
- Our operational management team meets daily with our supervisors and maintenance team to ensure critical-path items are addressed.

The transition lead (operations manager), municipal manager, customer service manager and general manager meet prior to service implementation to ensure customer-specific aspects of the rigorous training for customer service staff and drivers are met. as contract representatives after the initial start-up phase of this new contract period.

The Division's accounting staff will be responsible for continuing to maintain the customer database, billing interface, and work order system, and, will be available to assist with the City's customer service needs.

This transition team is responsible for the continuity of service while implementing elements of the new contract. The plan will primarily focus on syncing customer outreach to those programs and new equipment deployment.

In addition to implementation responsibilities, our key personnel will engage with the community to promote programs and maintain visibility as a responsible and involved corporate citizen.

Republic's key transition team members will meet as necessary during the transition to ensure that all goals, objectives, and timelines are met and adhered to and will communicate with the City its updates regarding the implementation and transition process.

Republic's Continuous Improvement (CI) local team, which has a representative from each key department (i.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the post-collections, etc.) will meet regularly to ensure all program and quality assurance objectives are met.

Figure 2. Draft Implementation Schedule for Buckeye contingent upon collaboration and discussion with the City as well as finalization of the franchise agreement.

Mile- stone	Description	Target Start	Target Complete	Owner	Status	Notes
	Contract Negotiation, Award, and Implementation Plan	**5/31/24**	**6/15/23**	**Alberto**		
	City Council Award of Agreement	**6/09/24**	**Ongoing**			
	Weekly Meeting with City Staff (or more frequent if necessary)	**TBD**	**Ongoing**			
	Franchise Term Begin	**12/1/24**	**12/1/24**			
	Transition Kick Off Meeting with City Staff and Republic Services	**12/24**	**TBD**			
	Identify Transition Team at Incumbent / City	**12/24**	**TBD**			
	Detailed Transition Plan due to City	**2/1/25**	**2/1/25**			
	Equipment and Procurement			**Alberto**		
	Place order to meet needs for any new equipment	**6/01/23**				
	Carts procurement & residential delivery	**6/30/23**	**By 8/01/23**			
	Develop cart lid graphics	**6/01/23**	**6/15/23**			
	Coordinate with City on Container Requirements and Receive Written Approval	**6/01/23**	**6/15/23**			
	Build out a detailed truck list & Review vehicle specs with vendor	**6/01/23**	**6/15/23**			
	Paint and Branding for Trucks - Smaller Vehicles -based on equipment type	**7/01/23**	**Ongoing**			
	Residential Cart Delivery	**7/01/23**	**7/31/23**			

Mile-stone	Description	Target Start	Target Complete	Owner	Status	Notes
	Route Development			**Ops**		
	As the incumbent, we have established routes and we will continue normal operations	**N/A**	**N/A**			
	Import routes into Rise	**7/01/23**	**Ongoing**			
	Create route maps for City Approval	**7/01/23**				
	Receive City approval for route maps	**7/15/23**	**7/30/23**			
	Compare final data and route statistics	**7/15/23**	**7/30/23**			
	Route familiarization	**7/01/23**	**Ongoing**			
	Employees			**HR/Ops**		
	Hire newly required staff as necessary	**6/01/23**	**N/A**			
	High Level Review of New Agreement Service Requirements	**6/01/23**	**Ongoing**			
	Complete administrative work in Workday	**7/15/23**	**Ongoing**			
	Complete Republic staff contact list for managers	**7/15/23**	**TBD**			
	Huddle Meeting Safety Review	**N/A**	**Daily**			
	Customer Service and Outreach			**Michael**		
	High Level Review of New Agreement Service Requirements	**6/01/23**	**Ongoing**			
	Review and update customer service database to ensure new agreement information	**7/01/23**	**Ongoing**			
	Customer service start date	**N/A**	**N/A**			
	PSA for local newspapers	**7/01/23**	**8/30/23**			
	Business group presentations	**7/01/23**	**Ongoing**			

Initial Scoping Session

Immediately upon contract award the key transition team members will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto.

Ongoing Meetings

Republic acknowledges that a strong implementation plan must remain fluid to meet any unforeseen challenges or events.

Implementation Schedule

The draft Implementation Schedule located on the previous page will be updated as needed during the transition period. Republic's transition team members will meet regularly with City staff throughout the implementation period while adhering to a schedule which will be outlined by the City's needs and preferences.

Following this draft *Implementation Schedule* is a description of some key implementation tasks, which are much easier to execute for Republic, as the incumbent. As per the *RFP*, Republic will submit a finalized version of this Transition Plan no later than 60-days after the date of potential contract award. See Transition Plan in Section 6.6.17 A.

Key Implementation Activities

The following implementation activities are outlined in greater detail below.

Figure 3. Onsite customer education and information sharing with Buckeye customers

Customer Service During the Transition

Republic will continue to provide the world-class customer service Buckeye is accustomed too and will be prepared to manage inquiries relating to new program elements with the utmost courtesy, promptness, and efficiency.

During the transition period, customers will be notified about any program changes through our education and outreach activities as described in the next section.

Republic will work with the City to develop promotional and educational materials specifically related to the transition period. We currently have an extensive library of transition period-specific materials to launch this effort. The information contained in these transition period collateral materials will be based on finalized *Franchise Agreement* specifications and the outcome of a collaborative process between the City and Republic. All outreach materials will be printed in English, full color, and shall include but not be limited to all or a combination of the following information:

- Service Area Name
- Contact information for both Republic and the City's Development Services Department
- Regular and special collection services available (including bulky item collection service)
- Collection schedule/holiday collection schedule
- Important changes and other pertinent information

Republic will develop a detailed implementation education plan that it will submit to the City for collaboration, review, and subsequent approval. Republic's education plan will be submitted to the City no later than 90-days prior to the commencement of the new contract. Republic's educational efforts during the transition/implementation period will consist of the following, at a minimum:

- Initial mailer to all residential customers
- Instructional packet for key transition dates and services distributed to all customers
- PSA for local newspapers and media outlets
- Host HOA and community meetings
- procedures, pick-up schedules, hours of collection, and container set-out requirements
- Procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, and drop-off programs (if applicable)

Route Review

Prior to commencement of collection service, Republic will take the opportunity to review existing routes and determine any necessary changes for efficiency and safety.

This is primarily accomplished using Republic's Route-editor routing system. Republic will review and make changes as needed to initiate stop sequences, modify route entry and exit points, and prepare stop-by-stop driver-facing instructions (route sheets). Any changes will be uploaded to Republic's customer management system, RISE, which will then create a route number for each service recipient. For residential cart service, new route sheets for each driver will be created and updated as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

Republic always develops routes aimed at minimizing impacts and optimizing safety in the community.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
ALLIED WASTE TRANSPORATION, INC. dba REPUBLIC SERVICES OF PHOENIX

[PRICING SUMMARY]

See following pages.

Tasks

Contractor Shall:

- Include, at no charge to the City, (i) City special event services (up to 10 special events per calendar year), and (ii) Christmas tree collection. Christmas tree collection includes manned collection of Christmas trees for four (4) hours on the first two Saturdays of January at all City of Buckeye Fire Stations or other property in lieu of the Fire Stations, at the City's discretion,

- Install a camera facing the service area to be document service verification. Republic is currently piloting the use of camera and AI technology to facilitate service verification, as well as the potential for tracking of overfilled containers and contamination in the future. Republic commits to deploy these capabilities when the technology offers a low risk and mature capability, and upon such happening the parties agree to exercise reasonable efforts to partner to enable this technology, which is intended to enhance efficiency, customer service, and recovery of added costs. Other than the City's administrative resources, Republic's deployment of such technology will be at no cost to the City,

- Provide Republic Services owned carts purchased from Rehrig Pacific,

- Provide Bulky trash at the proposed quarterly "scheduled collection", with the schedule operated by Republic,

- Adjust residential collection schedule Citywide to same day service for trash and recycling,

- Send recycling to a Materials Recovery Facility (MRF),

- Provide Rehrig Pacific cart dispatch,

- Provide Wastewater Treatment Biosolids disposal for one (1) year, retaining the option to enter additional negotiations for the Biosolids disposal,

- Provide a 4% fixed annual escalator,

- During the first six (6) months of effective date of contract, the average life of a collection truck will be under thirty-six (36) months,

- Provide Facilities Solid Waste Collection cost rates as noted on solicitation RFP No. 2024135 Part 6.0 Pricing Proposal (listed below), and

- All rates valid 12/1/2024 and subject to annual price increase.

Residential Collection Services	
Item	**Total Monthly Cost Per Home**
96 Gal Trash	$ 9.15
96 Gal Recycle	$ 10.35
96 Vacation Hold	$ 15.00
96 Extra Trash	$ 9.10
96 Extra Recycle	$ 10.20
In-Ground Trash	$ 18.95
In-Ground Recycle	$ 20.05
In-Ground Vacation Hold	$ 23.00
Bulky Trash - by appointment, 4 collections per year) - Republic to run the scheduling	$ 0.75
Rehrig Pacific Cart Dispatch	$ 0.43
Replacement fee for cart damaged by Resident	$ 26.50

Additional Pricing		
12-yard Roll-Off Box	$185.00 per haul	$35.00 per ton disposal
Annual Household Hazardous Waste drop-off Event	$115.00 per hour + Disposal Cost	Disposal Cost based on material collected + 10% environmental surcharge
Self-Scheduled Household Hazardous Waste Curbside Collection	$115.00 per hour + Disposal Cost, billed to resident	Disposal Cost Based on material collected + 10% environmental surcharge
Self-Scheduled Bulky Trash Collection requested by resident (exceeding annual program limit)	$195.00 per haul, billed to resident	Price includes collection, hauling, and disposal of Bulky Trash at SWRL.

Biosolids Rates
12/1/2024-11/30/2025

Waste Water Plats		
Location	**Haul Rate**	**Disposal Cost**
915 S 7th St	$190.00	$35 per ton
21760 W Watkins St	$245.00	$35 per ton
31550 W McDowell Rd	$255.00	$35 per ton
18940 N 287th Ave	$275.00	$35 per ton

The following are rates for City Facilities Solid Waste Services Bundled with Residential Collection Services

Description	Cost	Unit
1 Trash Cart (Weekly Collection)	$9.60	Price per Month per City Facility
Additional Trash Cart (Weekly Collection)	$9.10	Price per Additional Cart per Month (each City Facility)
1 Recycling Cart (Weekly Collection)	$11.05	Price per Month per City Facility
Additional Recycling Cart (Weekly Collection)	$10.50	Price per Additional Cart per Month (each City Facility)

Front and Automatic Side Load Trash	Monthly Cost per Container Collections per Week					
	1	2	3	4	5	6
Cart	$9.60	$19.10	$28.64	$38.19	$47.74	$57.29
2 CY	$38.19	$76.38	$114.57	$152.76	$190.95	$229.14
3 CY	$57.29	$114.57	$171.86	$229.14	$286.43	$343.72
4 CY	$76.38	$152.76	$229.14	$305.52	$381.91	$458.29
6 CY	$114.57	$229.14	$343.72	$458.29	$572.86	$687.43
8 Cy	$152.76	$305.52	$458.29	$611.05	$763.81	$916.57

Trash - Vertical Compactor	Monthly Cost per Container Collections per Week					
	1	2	3	4	5	6
2 CY	$114.57	$229.14	$343.71	$458.28	$572.85	$687.42
4 CY	$229.14	$458.28	$687.42	$916.56	$1,145.73	$1,374.87
6 CY	$343.71	$687.42	$1,031.16	$1,374.87	$1,718.58	$2,062.29
8 CY	$458.28	$916.56	$1,374.87	$1,833.15	$2,291.43	$2,749.71

Trash Rolloff Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One-time)	Fee per Collection	Disposal Fee (per ton)
20 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
30 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
40 CY Uncompacted	$0.00	$100.00	$185.00	$35.00
15 CY Compacted	$0.00	$100.00	$185.00	$35.00
20 CY Compacted	$0.00	$100.00	$185.00	$35.00
30 CY Compacted	$0.00	$100.00	$185.00	$35.00
35 CY Compacted	$0.00	$100.00	$185.00	$35.00
40 CY Compacted	$0.00	$100.00	$185.00	$35.00

Recycle Container Type	Monthly Cost per Container					
	Collections per Week					
	1	2	3	4	5	6
Cart	$11.05	$22.91	$34.37	$45.83	$57.29	$68.74
2 CY	$45.83	$91.66	$137.48	$183.31	$229.14	$274.97
3 CY	$68.75	$137.48	$206.23	$274.97	$343.72	$412.46
4 CY	$91.66	$183.31	$274.97	$366.62	$458.29	$549.95
6 CY	$137.48	$274.97	$412.46	$549.95	$687.43	$824.92
8 Cy	$183.31	$366.62	$549.95	$733.26	$916.57	$1,099.88
2 CY Vertical Compactor	$137.48	$274.97	$412.45	$549.94	$687.42	$824.90
4 CY Vertical Compactor	$274.97	$549.94	$824.90	$1,099.87	$1,374.88	$1,649.84
6 CY Vertical Compactor	$412.45	$824.90	$1,237.39	$1,649.84	$2,062.30	$2,474.75
8 CY Vertical Compactor	$549.94	$1,099.87	$1,649.84	$2,199.78	$2,749.72	$3,299.65

Recycling Rolloff Type and Size	Container Rental Fee (per Month)	Initial Delivery Fee (One- time)	Fee per Collection	Processing Fee (per ton)
20 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
30 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
40 CY Uncompacted	$0.00	$100.00	$225.00	$98.00
15 CY Compacted	$0.00	$100.00	$225.00	$98.00
20 CY Compacted	$0.00	$100.00	$225.00	$98.00
30 CY Compacted	$0.00	$100.00	$225.00	$98.00
35 CY Compacted	$0.00	$100.00	$225.00	$98.00
40 CY Compacted	$0.00	$100.00	$225.00	$98.00

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
ALLIED WASTE TRANSPORATION, INC. dba REPUBLIC SERVICES OF PHOENIX

[PERFORMANCE BOND]

See following pages.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(*Corporation), (Partnership) or (Individual)*

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____ , 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

_____
PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL) Address: _____

_____
Witness as to PRINCIPAL

_____
Address

SURETY'S ATTEST:

_____
SURETY

By: _____

(SEAL) Address: _____

_____
Witness as to SURETY

_____
Address

***PLEASE NOTE**:*

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/19/24	**AGENDA ITEM:** 6.F. CM - Resolution 78-24 to establish policy for annual review and adjustment of Mayor, Vice-Mayor and Council salaries, stipends and allowances.
DATE PREPARED: 11/14/24	**DISTRICT NO.:** All
STAFF LIAISON: Doug Sandstrom, Deputy City Manager, dsandstrom@buckeyeaz.gov, (623) 349-6993	
DEPARTMENT: City Manager	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 78-24 establishing a policy and process for reviewing and adjusting City Council salaries, stipends, and allowances.

SUMMARY

PROJECT DESCRIPTION:
This action will establish and implement an administrative process to annually review, budget for and adjust council salaries, stipends and allowances.

BENEFITS:
The last salary adjustment to Mayor and Council salaries occurred in 2005. The passage of nearly 20 years since the last salary adjustment has resulted in an increasing disparity between the current salaries of the Buckeye City Council and the salaries of City Councils of comparable valley cities. Comparable cities would include those municipalities within the Phoenix-metropolitan area, generally with a population greater than 90,000 people based on the most recent census data available. Given the City of Buckeye's growth and increased population it is desired that City Council salaries remain in-line with comparable valley cities to recognize the demands of public office.

FUTURE ACTION:
No future council action required

FINANCIAL IMPACT STATEMENT:
Salary surveys will be conducted annually in December with City Council salaries adjusted in July of the following fiscal year. The initial adjustment will be based upon a survey to be conducted in December 2024 with an effective date in January 2025. Annual salaries, allowances and stipends shall be adjusted to equal the average of comparable cities or by the social security price index, whichever is greater

CURRENT FISCAL YEAR TOTAL COST:
Current fiscal year cost to be determined upon completion of comparable city surveys

BUDGETED:
Yes

FISCAL YEAR:
2025

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

ATTACHMENTS:

RESOLUTION 78-24 ESTABLISHING POLICY AND PROCESS FOR REVIEWING AND ADJUSTING CITY COUNCIL SALARIES, STIPENDS AND ALLOWANCES.pdf

RESOLUTION NO. 78-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ESTABLISHING A POLICY AND PROCESS FOR REVIEWING AND ADJUSTING CITY COUNCIL SALARIES, STIPENDS, AND ALLOWANCES.

WHEREAS, A.R.S § 9-274 and Section 2-1-5 of the Buckeye City Code authorizes a City Council to establish or alter salaries of the Mayor and Council by resolution;

WHEREAS, the last adjustment to Mayor and Council salaries occurred in 2005;

WHEREAS, the passage of 19 years since the last salary adjustment has resulted in an increasing disparity between the current salaries of the Buckeye City Council and the salaries of City Councils of comparable valley cities;

WHEREAS, given the City of Buckeye's growth and increased population it is imperative that City Council salaries remain comparable to other valley cities in order to attract qualified candidates to public office.

BE IT RESOLVED by the Mayor and Council of the City of Buckeye, Arizona, as follows:

Section 1. The following Mayor and Council Member Salary Review and Adjustment Policy is established:

A. Each fiscal year, the City Manager will compile salary, stipend, and allowances information for non-full-time Mayors and Council Members of comparable cities operating under the council-manager form of government.

B. Comparable cities would include those municipalities within the Phoenix-metropolitan area, with a population greater than 90,000 people based on the most recently available census data used to determine state shared revenues.

C. The City Manager shall calculate the average salaries, stipends, and allowances as of December of that respective year for Mayors and Council Members of these comparable cities.

D. At a time consistent with Section 1.G. of this Resolution, the City of Buckeye Mayor and Council Members' salaries will be set at the greater of:

(i) Current salary, or

(ii) the current average salary as calculated by the City Manager pursuant to Section 1.C of this Resolution, or

(iii) be adjusted by the then current Price Index for Urban Wage

Earners and Clerical Workers as utilized by the U.S. Social Security Administration.

E. At a time consistent with Section 1.G. of this Resolution, the City of Buckeye Mayor and Council Members' allowance/stipends will be set at the greater of:

(i) Current allowance/stipend, or

(ii) the current average allowance/stipend as calculated by the City Manager pursuant to Section 1.C of this Resolution.

F. The City Manager will program all adjustments to Mayor and Council Member salaries and allowance/stipends, if any, into the annual budget.

G. Initial adjustment to the salaries and allowance/stipends of the Mayor and Council will occur with the 1st full pay period in January 2025. Thereafter, adjustments shall occur with the beginning of each fiscal year.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney