

Buckeye Water Conservation and Drainage District

205 Roosevelt Ave.
P.O. Box 1726
Buckeye, AZ 85326
Telephone: 623-386-2196
Fax: 623-386-7789

Permit Application Process

(Plans that affect District owned or maintained Right-of-Way &/or Facilities)

1. Complete the Permit Application Form, which is Page 2 and 3 of this application.
2. Submit the completed Permit Application form, the Application Fee of \$500 (See attached Permit Use and Fee Schedule) and the required two sets of full-size plans (24" x 36") and/or drainage reports to the attention of Ed Gerak.
3. Once the District has determined the location on District owned or maintained property, a review will occur. The fee for review will be determined by hours spent reviewing according to the fee schedule provided below. The review will stop if the fee for review exceeds the initial \$500 application fee without additional funds deposited to cover the expected review costs. Allow 2 to 4 weeks for District review. For large projects, the District will notify the applicant that the project will need to be handled by their outside consultant. Allow 6 to 8 weeks for review by the District's outside consultant. Upon completion of the review, the District will transmit the results of the review to the Applicant. Revisions to the plans may be necessary.
4. If the Applicant for the permit is a Consultant or other agent representing a private developer or a Municipality proposing a new facility, a final plan approval letter will be transmitted to the Applicant after receipt of revised plans and/or drainage reports that have addressed and incorporated all District comments to the satisfaction of the District. **Please note that written correspondence does not constitute authorization to begin construction activities within the District's right-of-way.**
5. After the District issues the final plan approval letter, the right-of-way permit will be issued only after the Contractor who will be doing the actual work within the District's right-of-way submits the following items:
 - a. Application form completed by the Contractor who will be doing the actual work within the District's right-of-way. Upon receipt of the Permit Application, the District will notify the Contractor of the amount of the remaining fees due on the right-of-way permit.
 - b. Copy of plan approval letter from the District, if applicable. (See Item 4 above.)
 - c. Copy of the Certificate of Insurance that names the District as additional insured and in the appropriate insurance amounts. (See attached Insurance/Bonding Requirements.)
 - d. Performance Bond, if required.
 - e. Payment of the remaining fees due on the right-of-way permit. The fees may include, but are not limited to, additional permanent installation review fees, inspection fees, and rental fees, if applicable.

PERMIT APPLICATION

to work within Rights of Way (Real Property) or on Facilities of the
Buckeye Water Conservation and Drainage District
205 Roosevelt Ave., Buckeye, AZ 85326

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Arizona Contractors License Number:

(If a consultant or other agent is submitting plans on behalf of a client, they may enter "Review" in the above line)

Contact Name: _____

Phone Number: _____ FAX Number: _____

Project Name: _____

Project Location: _____

Section: _____ Township: _____ Range: _____

Purpose of Project: _____

Proposed Construction Start Date: _____

Proposed Construction End Date: _____

Contact Ed Gerak or Jesse Head at 623-386-2196 or at egerak@bw added.com
with any questions.

PERMIT APPLICATION

to work within Rights of Way (Real Property) of the
Buckeye Water Conservation and Drainage District
205 Roosevelt Ave., Buckeye, AZ 85326

Insurance Requirements

Commercial General Liability Insurance Coverage:

The Certificate of Insurance covering public liability and property damage must be submitted in the following amounts:

Two million dollars (\$2,000,000) General Aggregate.

Two million dollars (\$2,000,000) Products/Completed Operation Aggregate.

One million dollars (\$1,000,000) Each Occurrence.

BWCDD is to be named as additional insured.

Indemnity Agreement

The undersigned hereby agrees to indemnify and hold harmless the District, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the undersigned's work in or use of the right-of-way as allowed in this permit, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned, his/her agents, whether by acts or omissions of the District, its agents or employees, or whether by act or omissions of third persons. The undersigned further releases and discharges the District, its agents and employees, and any and all persons legally responsible for the acts or omissions of the District, from any and all claims which the undersigned has or may have against the District, its agents, or employees, arising out of or in any way connected with the undersigned's activities as set forth on this permit.

Permit Applicant

Signature: _____ Title: _____ Date: _____

Additional Requirements: _____

District Approval Box

Signature: _____ Title: _____ Date: _____

Contact Ed Gerak or Jesse Head at 623-386-2196 or at egerak@bwccd.com with any questions.

PERMIT USE AND FEE SCHEDULE
As Authorized by BWCDD – June 2011

1. Permit Filing Fees (in all cases) \$500.00 /application
2. Plans review by in-house District Engineer - \$100 per hour.
3. Construction Observation / Inspection Fees (including travel time)
 - A. District Engineer - \$100 per Hour
 - B. District Crew Boss - \$75 per Hour
 - C. Zanjero - \$75 per Hour
4. District Engineering Consultant – Determined on a case-by-case basis.
5. Municipal Bridge or Drainage License – Canal -One time charge of \$20,000 minimum or appraised value (whichever is greater) with CPI Escalation
6. Municipal Utility License - Canal – One time charge of \$10,000 with CPI Escalation
7. Private Utility License - Canal – \$5,000 per year with CPI Escalation
8. Private Bridge License (Vehicular Traffic) – Canal - \$5,000 per year with CPI Escalation
9. Private Bridge License (Pedestrian) – Canal - \$2,000 per year with CPI Escalation
10. Private Bridge License - Laterals – One time charge of \$500, plus cost of engineering review.
11. Agricultural Related Licenses – Canal & Laterals – Cost of engineering review
 12. Temporary Construction Easement – Based on Appraisal
12. Appraisal Fee (if applicable) Actual cost if District appraisal consultants must be utilized
13. Extensions \$50.00 Filing Fee + Rent and Inspection (if applicable)
14. After-the-Fact Permit \$1,500.00 (assessed in addition to the above fees)

Permit Filing Fees are non-refundable.

Initial Permanent Installation Review Fee covers the first submittal only.

Inspection Fees are per trip. The number of inspection trips required is determined by the District on a case-by-case basis.

Commercial General Liability Insurance Coverage - as follows or other limits determined by the General Manager and adopted by the Board of Directors:

Plan(s) Requirements

1. Indicate District Rights-of-way, City limits, and County limits. Also include existing easement information and its recording number. If no easement exists, indicate the proposed location.
2. All existing utilities within the District Rights-of-way shall be located and shown dashed with the size, construction materials, type of utility line, location, and depth below grade.
3. Include the Blue Stake sticker.
4. Drawings must include existing topographic features adjacent or in conflict with new construction.
5. All new construction should be delineated, via leader notes or construction notes.
6. Indicate the street names on plan (s), including distance to nearest intersection.
7. A plan and profile drawing of any proposed boring pits or excavations must be included on the drawings for work within District Rights-of-way or that may affect District structures.

RIGHT-OF-WAY PERMIT

to work within Rights of Way (Real Property) of the
Buckeye Water Conservation and Drainage District
205 Roosevelt Ave., Buckeye, AZ 85326

The Buckeye Water Conservation and Drainage District (BWCDD) hereby grants permission to work within BWCDD right-of-way to:

Project Sponsor (Permittee)

For the purpose of constructing BWCDD and non-BWCDD facilities within and/or across the BWCDD right-of-way in association with the project described below:

Project Name (Project)

The Permittee having read and understood the Special Conditions and the General Conditions below agrees to these conditions.

SPECIAL CONDITIONS

1. All facilities constructed within or across the BWCDD right-of-way shall strictly conform to plans and specifications approved by BWCDD.
 - a. CONSTRUCTION PLANS — Project Name – Engineer - Date
2. All deviations from the plans must be approved by BWCDD prior to construction.
3. Any work completed by the Permittee without BWCDD approval shall be at the Permittee's risk.
4. The Permittee shall contact the BWCDD Construction Observer at (602) 421-9864, a minimum of 15 calendar days in advance of commencement of the proposed work.
5. Construction clearance is required prior to any work proceeding that would affect the District's ability to deliver water through its canals and laterals or that would affect the drainage of the District.
 - a. The availability, scheduling and duration of an irrigation outage shall be determined solely at the discretion of BWCDD.
 - b. A construction clearance does not assure a dry-up. Please contact the Construction Observer for dry-up dates.
6. The construction and/or installation of non-BWCDD facilities within or across BWCDD right-of-way requires construction observation prior to backfill and compaction.

General Conditions

1. Permittee warrants and represents that he is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the permit.
2. Permittee agrees to obtain such other licenses, permits and agreements as may be required by other governing bodies having jurisdiction over the location which is the subject hereof.
3. Permittee agrees that any work in the BWCDD right-of-way shall be completed and maintained in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. In the event that said installation does not comply with the specifications and conditions stated herein or upon revocation of the permit, Permittee shall remove at his sole cost, within ninety (90) days after written notice, any improvements or installations placed on said right-of-way pursuant to this permit, and restore the irrigation facilities to the satisfaction of

BWCDD. In the event that BWCDD determines that the irrigation facilities must be restored immediately for operational purposes, or Permittee fails to remove the installations or improvement within the time specified above or restore the irrigation facilities, the BWCDD may remove the installations from the said right-of-way and/or restore the irrigation facilities, and the cost so incurred (as solely and conclusively determined by the BWCDD) shall be paid by Permittee within ten (10) days after receipt of a statement of such cost. Permittee hereby releases the BWCDD from all claims for damages that may result to the Permittee or others by reason of such removal.

5. Should Permittee damage any BWCDD facilities, such facilities shall be repaired at Permittee's expense, to the current BWCDD standards. The BWCDD reserves the right, depending upon the nature and extent of the damage, to make such repairs and bill Permittee for all costs associated therewith.
6. Permittee shall be liable for any and all damages to the property of the BWCDD, or any other party or parties by reason of the exercise of the privilege herein granted to Permittee. Permittee agrees to indemnify and hold harmless the BWCDD against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to the exercise of rights herein granted, except those caused solely and exclusively by the negligence of the BWCDD. Permittee understands and agrees that he enters upon the property of BWCDD at its own risk.
7. Should Permittee fail to start construction within one (1) year following execution of this permit, this permit is automatically revoked and terminated, and Permittee shall secure a new permit to construct the installation under conditions and specifications then in force.
8. All facilities installed pursuant to this permit are subject to observation by agents of the BWCDD and must comply with the specifications and conditions listed on this form (and attached). Said observation, however, is not intended nor understood to be or constitute more than a determination that the specifications set forth herein have been complied with by Permittee and is not to be considered as an approval or ratification by BWCDD of the quality or fitness of Permittee's improvements.
9. Permittee agrees to keep in proper maintenance and repair any facilities, materials, equipment, excavations, etc. placed within said right-of-way during the period that this permit is in effect.
10. This permit shall continue in effect so long as it is considered to be expedient as conclusively determined by BWCDD and shall be revocable within ninety (90) days after written notice is sent to Permittee.
11. While the permit is in effect the Permittee shall move or modify any facility, materials, equipment, excavations, etc. constructed or placed in the BWCDD right-of-way at its sole expense if at any time the existence of said item conflicts with the maintenance of, or future installations of BWCDD's facilities.
12. It is mutually understood that BWCDD may have only easement rights to the right-of-way covered by this permit, and consent by the record owner of the underlying fee title to the land is not to be implied.
13. As-Built drawings are required for all work performed within BWCDD right-of-way.

Construction Requirements

1. All facilities constructed within or across the BWCDD right-of-way shall strictly conform to plans and specifications approved by BWCDD. All deviations from the plans must be approved by BWCDD prior to construction. Any work completed by the Permittee without BWCDD approval shall be at the Permittee's risk.
2. Contractor must obtain necessary District Permit prior to commencement of construction within District right-of-way and maintain a copy of the permit on the project site at all times.

3. Notify the District's Permits Inspector at 623-386-2196 (Office), 602-722-7252 (Jesse Head) or 623-238-1374 (Ed Gerak) at least 48 hrs prior to any work being performed in the District's rights-of-way.
4. Traffic control for any work performed on rights-of-way shall conform to the Manual on Uniform Traffic Control Devices.
5. All Construction within Buckeye Water Conservation and Drainage District Rights-of-way jurisdiction shall conform to the latest Maricopa Association of Governments' Specifications.
6. All construction involving jack/bore operations across the BWCDD right-of-way shall conform to the following provisions:
 - a) The boring/receiving pits shall be located outside of the BWCDD right-of-way limits unless other arrangements are approved in advance.
 - b) Pipelines are to be sleeved for the full width of the BWCDD right-of-way.
 - c) A minimum of six (6) feet of vertical clearance is required between the top of the sleeve pipe and the bottom of the BWCDD canal.
 - d) The minimum top elevation of the bore and receiving pits shall be at least one (1) vertical foot above the maximum water surface elevation in the adjacent BWCDD Main Canal.
 - e) When the existing grade at the bore/receiving pits is insufficient to meet this requirement the Permittee shall construct embankments about the pits.
 - f) Embankments shall have a minimum top width of eight (8) feet and be constructed per MAG Standard Specification 211.1 and 211.4 and compacted to 95% minimum uniform density.
 - g) Should the bore/receiving pits show evidence of leakage from the BWCDD Main Canal, BWCDD may at their discretion require that the jack/bore operation be terminated and the bore/receiving pits backfilled by the Permittee.
 - h) Operations terminated under this provision shall be inspected and evaluated during the subsequent annual BWCDD dry-up to determine the disposition of the crossing. The Permittee shall complete all work necessary to allow for the inspection of the facilities as determined by BWCDD.
 - i) Based on the inspection the Permittee shall complete, repair, remove and/or abandon all constructed facilities within the BWCDD right-of-way as determined and approved by BWCDD at the Permittee's expense.
 - j) The Permittee shall repair and/or replace all damaged BWCDD facilities to the satisfaction of BWCDD at the Permittee's expense.
7. All construction involving an open trench excavation across the Main Canal or the South Extension Canal within the BWCDD right-of-way shall conform to the following provisions:
 - a) Prior BWCDD approval for open trench construction within the BWCDD right-of-way is required. All construction shall strictly conform to BWCDD approved plans and specifications.
 - b) All open trench construction within the BWCDD right-of-way shall be completed during the scheduled annual BWCDD system dry-up unless other arrangements are approved in advance by BWCDD.
 - c) Unless otherwise approved by BWCDD all open excavations within the right-of-way shall be backfilled per MAG Standard Specification 601.4 – Type 1.
 - d) Contractor performing excavation operations is responsible for locating and protecting all underground utilities. If as-builts are unavailable, potholing is recommended when crossing any District facilities.
 - e) All excavations shall be properly barricaded. Applicant shall barricade and maintain all traffic control at his own expense.
8. All compaction and backfill within District's right-of-way shall conform to the latest MAG Specifications unless stipulated otherwise in the District's Permit.
9. Proper Drainage/erosion control shall be maintained at all times.

10. Proper dust suppression will be maintained at all times. Asphalt millings are the preferred track out of the District and track out must be utilized/maintained wherever necessary.
11. All proposed construction and related activities must avoid impacts to the water delivery and drainage functions of the District's facilities.
12. The District claims prior rights to location of pipes, laterals, ditches and the canal. Any utility conflict will need to be remediated by permit applicant to the satisfaction of the District.
13. Any damage to District's structures, equipment, materials and/or property shall be replaced and/or repaired in-kind to the satisfaction of the District.

Permit Exclusions

- A. At no time will District facilities receive or be constructed to receive stormwater runoff without express written permission in the approval letter.
- B. A permit does not entitle the permit holder or their agent(s) to use irrigation water for dust suppression from any District facility. Construction water may be obtained from the District under a separate contract.
- C. A permit does not entitle the permit holder or their agent(s) the right to store materials or equipment within the district right-of-way. District O&M roads are to be maintained free of encumbrances.

APPROVED: _____ DATE: _____
 Ed Gerak, General Manager
 Buckeye Water Conservation and Drainage District

Indemnity Agreement

The undersigned hereby agrees to indemnify and hold harmless the District, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the undersigned's work in or use of the right-of-way as allowed in this permit, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned, his/her agents, whether by acts or omissions of the District, its agents or employees, or whether by act or omissions of third persons. The undersigned further releases and discharges the District, its agents and employees, and any and all persons legally responsible for the acts or omissions of the District, from any and all claims which the undersigned has or may have against the District, its agents, or employees, arising out of or in any way connected with the undersigned's activities as set forth on this permit.

ACCEPTED: _____ DATE: _____
 Permittee (Owner/Agent)

PLEASE REMIT PERMIT FEE AND SIGNED DOCUMENT TO:

**BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT
 205 ROOSEVELT AVENUE
 BUCKEYE, AZ 85326**

LICENSE TO CONSTRUCT

along, on or in connection with District Related Facilities
Buckeye Water Conservation and Drainage District
205 Roosevelt Ave., Buckeye, AZ 85326

The Buckeye Water Conservation and Drainage District (BWCDD) hereby grants a License to Construct for the purposes of: ????????????????

Project Sponsor (Licensee)

For the purpose of constructing BWCDD and non-BWCDD facilities within and/or across the BWCDD right-of-way in association with the project described below:

Project Name (Project)

The Permittee having read and understood the Special Conditions and the General Conditions below agrees to these conditions.

SPECIAL CONDITIONS

1. All facilities constructed within or across the BWCDD right-of-way shall strictly conform to plans and specifications approved by BWCDD.
 - a. CONSTRUCTION PLANS — Project Name – Engineer - Date
2. All deviations from the plans must be approved by BWCDD prior to construction.
3. Any work completed by the Permittee without BWCDD approval shall be at the Permittee's risk.
4. The Permittee shall contact the BWCDD Construction Observer at (602) 421-9864, a minimum of 15 calendar days in advance of the following:
5. Construction clearance is required prior to any work proceeding that would affect the District's ability to deliver water through its canals and laterals or that would affect the drainage of the District.
 - a. The availability, scheduling and duration of an irrigation outage shall be determined solely at the discretion of BWCDD.
 - b. A construction clearance does not assure a dry-up. Please contact the Construction Observer for dry-up dates.
6. The construction and/or installation of non-BWCDD facilities within BWCDD right-of-way requires construction observation prior to backfill and compaction.

General Conditions

1. Permittee warrants and represents that he is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the permit.
2. Permittee agrees to obtain such other licenses, permits and agreements as may be required by other governing bodies having jurisdiction over the location which is the subject hereof.
3. Permittee agrees that any work in the BWCDD right-of-way shall be completed and maintained in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. In the event that said installation does not comply with the specifications and conditions stated herein or upon revocation of the permit, Permittee shall remove at his sole cost, within ninety (90) days after written notice, any improvements or installations placed on said right-of-way pursuant to this permit, and restore the irrigation facilities to the satisfaction of

BWCDD. In the event that BWCDD determines that the irrigation facilities must be restored immediately for operational purposes, or Permittee fails to remove the installations or improvement within the time specified above or restore the irrigation facilities, the BWCDD may remove the installations from the said right-of-way and/or restore the irrigation facilities, and the cost so incurred (as solely and conclusively determined by the BWCDD) shall be paid by Permittee within ten (10) days after receipt of a statement of such cost. Permittee hereby releases the BWCDD from all claims for damages that may result to the Permittee or others by reason of such removal.

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6. Permittee shall be liable for any and all damages to the property of the BWCDD, or any other party or parties by reason of the exercise of the privilege herein granted to Permittee. Permittee agrees to indemnify and hold harmless the BWCDD against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to the exercise of rights herein granted, except those caused solely and exclusively by the negligence of the BWCDD. Permittee understands and agrees that he enters upon the property of BWCDD at its own risk.
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7. Proper Drainage/erosion control shall be maintained at all times.
8. Proper dust suppression will be maintained at all times. Asphalt millings are the preferred track out of the District and track out must be utilized/maintained wherever necessary.
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APPROVED: _____ DATE: _____
 Ed Gerak, General Manager
 Buckeye Water Conservation and Drainage District

Indemnity Agreement

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ACCEPTED: _____ DATE: _____
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**BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT
 205 ROOSEVELT AVENUE
 BUCKEYE, AZ 85326**