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
MARCH 18, 2025
AGENDA

City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

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

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

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

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

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 the City of Buckeye City Council Strategic Plan 2025-2028.

Summary: The City of Buckeye's City Council Strategic Plan is a roadmap designed to guide our city's growth and prosperity. Buckeye is one of the fastest-growing cities in the nation, and with this growth comes incredible opportunities to shape a future that reflects our vision to be the community of limitless possibilities. This strategic plan is the result of collaboration between our City Council, staff, and community members. It outlines key priorities that focus on responsible development, enhanced public safety, infrastructure improvements, economic vitality, and maintaining the high quality of life that makes Buckeye a great place to live, work, and visit. The plan focuses on the following focus areas: Fiscal Responsibility, Economic Growth, Innovative and High Performing Organization, A Safe and Sustainable Quality of Life, and Infrastructure. Each of these focus areas have guiding principles and specific, measurable activities to be completed within calendar years 2025 - 2028, to ensure the city stays on track by making deliberate and smart choices for the future of Buckeye. The city adopted the original plan in 2022, and each year the plan is amended to ensure the city's strategic focus remains a priority. This revised plan aligns with our vision, mission, and core values.
Staff Liaison: Dan Cotterman, City Manager, dcotterman@buckeyeaz.gov, (623) 349-6994

***4.B** Council to take action on Resolution No. 09-25 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Depository Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving a Preliminary Official Statement; approving the sale, execution and delivery of not to exceed $46,580,000 of City Excise Tax Revenue Refunding Obligations, ("2025 Refunding Obligations") evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; authorizing the redemption in advance of maturity of certain outstanding obligations; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying all actions taken or to be taken to further this Resolution.
Summary: As part of the City's annual debt review process City Staff identified approximately $4.5 million in interest savings by refinancing debt from 2015. As with most municipal bonds, refinancing was not allowed until the debt had been in place for 10 years. This $4.5 million in savings will be over the remaining 10-year term of this existing debt. This year, staff is recommending the Series 2015 Excise Tax Revenue bonds ("2015 Obligations") to be refunded. As a result of this refunding, the City will achieve a debt service savings of approximately by $4.5 million over the terms of the debt.
Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

***4.C** Council to take action on the submission of a $500,000 US Department of Transportation - Promoting Resilient Operations for Transformative Efficient Cost-Saving Transportation Grant Application for flood mitigation planning and design at the Yuma Road and Verrado Way intersection, with no local-match requirement; authorize the City Manager and the Grant Program Manager to submit the same; and authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of submission of the Grant Application.
Summary: The City of Buckeye seeks to improve and protect the intersection of Yuma Road and Verrado Way from flooding. Yuma Road is an east-west arterial road south of Interstate 10 in Buckeye. Verrado Way is one of four north-south arterial roadways that connect Interstate 10 to Maricopa County Road 85. Historically, this intersection has experienced floods that decrease

roadway safety and shut down portions of the intersection that has an average daily traffic volume of 22,873 vehicles. If the Grant is awarded, this project will cover a two-year period to generate and design the plan that should suggest resolution alternatives such as installing drainpipes, raising the elevation of the intersection or other innovative solutions. The completed plan should lead to an implementation project that resolves the problems experienced at this location while enhancing resilience. The Federal grant portion is $500,000, with no match from the City. The total project cost is $500,000.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.D** Council to take action on the submission of a $400,000 Arizona Department of Homeland Security - Urban Area Security Initiative Grant Application for Remote Devices as First Responders.
Summary: The City of Buckeye Police Department seeks to increase officer and public safety through submission of a grant application to support the purchase of a remote device that resembles a dog which has 360-degree cameras that work in well-lit and non-lit environments that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, and has communications and drug detection capabilities. This device has sensors that allow it to detect chemical, biological, radiological, and explosive threats and it can defuse these threats. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center jurisdictions. The grant will cover a one-year period, if awarded. The Federal grant portion is $400,000 with no match from the City. The total project cost is $400,000.
Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.E** Council to take action on Ordinance No. 09-25 authorizing and directing the City Manager, City Attorney, and City Staff to take any and all action necessary to acquire fee title, or a lesser interest in, including but not limited to easements for airport approach protection, utility undertakings, drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, and/or by exercise of the power of eminent domain for an amount not to exceed the fair market value of such property plus acquisition and closing costs; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; such real property bearing Maricopa County Assessor's Parcel Numbers 504-15-030D, 504-15-029J and 504-15-029K, situated in Section 8, Township 1 North, Range 4 West, Gila and Salt River Base And Meridian, Maricopa County, Arizona; and declaring an emergency.
Summary: This Council action will facilitate the acquisition of approximately 38.43 acres of real property located north of the Buckeye Municipal Airport between Yuma Road and Interstate 10 for a runway protection zone. This acquisition will provide for approach protection as well as future airport development. The land acquisition was approved in the Fiscal Year 2024-2025 Capital Improvement Plan (CIP). The City Council of the City of Buckeye has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the real property interests, and has determined that protecting the runway approach area to the Buckeye Municipal Airport results in the greatest public good and the least private injury.
Staff Liaison: Scott Gray, Aviation Director, sgray@buckeyaz.gov, (623) 349-6885

***4.F** Council to take action on a final plat titled "Sun City Festival - Parcel AA1 - Phase 1" located at the northwest corner of Sun Valley Parkway and Desert Oasis Boulevard.

Summary: The applicant is requesting approval of a 35.56-acre 111 single-family lot final plat for Sun City Festival Parcel AA1 Phase 1, Case No. PLZS-21-00148, located at the northwest corner of Sun Valley Parkway and Desert Oasis Boulevard. A final plat creates more than 10 lots and delineates property boundaries, describes and dedicates applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder's office to create an official record of a subdivision, required for the sale of subdivided lots.
Staff Liaison: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295

***4.G** Council to take action on a final plat titled "Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1" located approximately 0.37 miles south of the intersection at Beardsley Parkway and Desert Vista Boulevard.
Summary: The applicant is requesting approval of a 13.07-acre 73 single-family lot final plat, Case No. PLZS-24-0027, located approximately 0.37 miles south of the intersection at Beardsley Parkway and Desert Vista Boulevard. A final plat creates more than 10 lots and delineates property boundaries, describes and dedicates applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder's office to create an official record of a subdivision, required for the sale of subdivided lots.
Staff Liaison: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295

***4.H** Council to take action on the request for a new Series 007 Beer and Wine Bar Liquor License (Application No. 329364) for Verra Nail Bar, located at 19580 West Indian School Road in Buckeye.
Summary: Verra Nail Bar is requesting approval for a Series 007 Beer and Wine Bar Liquor License Application for their business located at 19580 West Indian School Road in Buckeye. The application and public notice were legally posted and approved by staff.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***4.I** Council to take action on the February 4, 2025 Special Council Meeting and Council Executive Session Minutes and February 4, 2025 Council Workshop Minutes.
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 take 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.** The item and the accompanying public hearing is continued to the April 1, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 05-24 approving a Major Amendment to the Floreo at Teravalis Community Master Plan (CMP), revising permitted land uses, development standards, design requirements and processes applicable to the subject property to facilitate development of the entirety of the site, subject to conditions (a) through (bb).
Summary: William E. Lally, Tiffany & Bosco, PA., on behalf of Greg Fitchitt of Trillium Land Company, LLC, is requesting approval of a Major Community Master Plan Amendment (CMPA) for Floreo at Teravalis CMP, a 3,029-acre master-planned community in the northwest quadrant

of the City of Buckeye, approximately 15 miles north of I-10's Sun Valley Parkway interchange. The purpose of this CMPA, Application PLZZ-24-0008, is to establish a comprehensive vision and regulatory framework that supports flexible development of both residential and non-residential uses, while maintaining high-quality standards.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

5.B **No action will be taken on this item.** The item and the accompanying public hearing is continued to the April 1, 2025 Regular Council Meeting. Council to hold a public hearing and take action on Ordinance No. 04-25 declaring as a public record that certain document on file with the City Clerk entitled the Community Master Plan and Planned Area Development Modified Provisions; adopting the same by reference; amending Chapter 7, Development Code, Article 5, Development and Design Standards and Guidelines as set forth in the Community Master Plan and Planned Area Development Modified Provisions; providing for repeal of conflicting ordinances and provisions; and providing for severability.
Summary: Council to hold a public hearing and take action on Ordinance No. 04-25 approving an amendment to the Development Code Article 5, establishing Section 5.1.5. Authority of CMP and PAD to Establish Modified Provisions. The proposed section clarifies the authority of City Council to approve Community Master Plans and Planned Area Developments modifying provisions of the Development Code by establishing unique development standards and guidelines.
Staff Liaison: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 640-6093

6. Public Hearings and Non-Consent - New Business

6.A Council to hold a public hearing only related to the annexation of one parcel of land totaling approximately 5 acres located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road.
Summary: The applicant is requesting annexation of one parcel of land totaling approximately 5 acres and located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road. The annexation will bring additional developable land within the City of Buckeye limits and ensure that future development complies with City requirements pertaining to design, infrastructure, etc.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220

6.B Council to hold a public hearing and take action on Ordinance No. 08-25 amending the Zoning Map of the City of Buckeye for approximately 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment from Planned Residential (PR) to Planned Area Development (PAD).
Summary: Jeff Blilie, Gilbert Blilie PLLC, on behalf of property owner Buckeye Union High School District 201 and multi-family residential developer Greenlight Communities, is requesting approval of a rezone of 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of the site with three distinct multi-family residential communities on 36.9 acres, a 5.7-acre parcel reserved for supporting commercial development, and a 6.7-acre parcel that will be dedicated to the City to expand the adjacent, existing water campus facility. Rezoning is the process of changing the zoning classification of a property, which determines how the land can be used.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

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: 03/18/25	**AGENDA ITEM:** 4.A. CMO - City of Buckeye City Council Strategic Plan 2025 - 2028
DATE PREPARED: 03/13/25	**DISTRICT NO.:**
STAFF LIAISON: Dan Cotterman, City Manager, dcotterman@buckeyeaz.gov, (623) 349-6994	
DEPARTMENT: City Manager	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the City of Buckeye City Council Strategic Plan 2025-2028.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's City Council Strategic Plan is a roadmap designed to guide our city's growth and prosperity. Buckeye is one of the fastest-growing cities in the nation, and with this growth comes incredible opportunities to shape a future that reflects our vision to be the community of limitless possibilities.

This strategic plan is the result of collaboration between our City Council, staff, and community members. It outlines key priorities that focus on responsible development, enhanced public safety, infrastructure improvements, economic vitality, and maintaining the high quality of life that makes Buckeye a great place to live, work, and visit.

The plan focuses on the following focus areas: Fiscal Responsibility, Economic Growth, Innovative and High Performing Organization, A Safe and Sustainable Quality of Life, and Infrastructure. Each of these focus areas have guiding principles and specific, measurable activities to be completed within calendar years 2025 - 2028, to ensure the city stays on track by making deliberate and smart choices for the future of Buckeye. The city adopted the original plan in 2022, and each year the plan is amended to ensure the city's strategic focus remains a priority. This revised plan aligns with our vision, mission, and core values.

FINANCIAL IMPACT STATEMENT:
Any future projects in the strategic plan will be handled through the city's yearly budget process and programmed into the Capital Improvement Program.

BUDGETED:
Yes

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CY25-28 Strategic Plan FINAL (1).pdf

BUCKEYE, AZ

COUNCIL STRATEGIC PLAN

2025-2028

Dan Cotterman
City Manager

INTRODUCTION

It is my privilege to introduce the City of Buckeye's City Council Strategic Plan, a roadmap designed to guide our city's growth and prosperity. Buckeye is one of the fastest-growing cities in the nation, and with this growth comes incredible opportunities to shape a future that reflects our vision to be the community of limitless possibilities.

This strategic plan is the result of collaboration between our City Council, staff, and community members. It outlines key priorities that focus on responsible development, enhanced public safety, infrastructure improvements, economic vitality, and maintaining the high quality of life that makes Buckeye a great place to live, work, and visit.

The plan focuses on the following areas:

- Fiscal Responsibility
- Economic Growth
- Innovative and High Performing Organization
- A Safe and Sustainable Quality of Life, and
- Infrastructure

Each of these focus areas have guiding principles and specific, measurable activities to be completed within calendar years 2025 - 2028, to ensure the city stays on track by making deliberate and smart choices for the future of Buckeye.

The city adopted the original plan in 2022, and each year the plan is amended to ensure the city's strategic focus remains a priority. I am pleased to present this revised city of Buckeye Strategic Plan that aligns with our vision, mission, and core values.

BUCKEYE, AZ

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FISCAL RESPONSIBILITY

The city of Buckeye aspires to implement innovative and responsible policies and business practices to effectively manage its fiscal and human resources. The city aspires to maintain a stable, transparent, forward-looking fiscal condition that provides an outstanding quality of life for our residents. Business practices should be efficient, business friendly and ensure exceptional customer service to all stakeholders and residents.

Guiding Principle 1

Demonstrate fiscal responsibility through established financial policies, budgeting practices and financial standards that meet the excellence requirements and benchmarks for financial reporting established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB). Ensure that this information is readily available and transparent to all residents and stakeholders.

Guiding Principle 2

Implement business processes and operational efficiencies to streamline the cost of government including the examination and identification of cost of services and cost recovery policies.

Guiding Principle 3

Implement financial initiatives that allows the city to proactively recruit, plan for, maximize, and retain top human resources.

Guiding Principle 4

Implement innovative technology initiatives to support city business processes, customer service and encourage private development investment.

Guiding Principle 5

Create and pursue opportunities for collaboration and regional partnerships to maximize resources and address regional issues.

Guiding Principle 6

Implement and seek diverse revenue sources that withstand and adapt to changing economic conditions.

FISCAL RESPONSIBILITY ACTIVITIES

Activity	Department	Year
Migrate essential clerk records into Tyler solutions	City Clerk's Office	2027
Develop a city hall concept	City Manager's Office	2026
Form GO Bond Citizen committee to consider next phase of CIP funding	Finance	2028
Develop Utility Rate Model	Finance	2025
Develop a User Fee/Cost Recovery Philosophy	Finance	2025
Conduct Impact Fee Study	Finance	2025
Standardize all contract templates	Finance	2025
Improve operational efficiencies by transitioning all contracts to MUNIS contracts module	Finance	2025

ECONOMIC GROWTH

The city of Buckeye aspires to seek diverse, high quality and enhanced development that supports the community's economic sustainability and fosters growth and development. Business investment should be fostered through streamlined processes, technology and ongoing partnerships and relationships.

Guiding Principle 1

Ensure development services are continually streamlined, efficient, customer focused and responsive to support new growth, local economic development, and the long-term success of existing local businesses.

Guiding Principle 2

Continually update and refine a long-range planning that incorporates resident and stakeholder input to provide a road map for community design, strategic economic development, infrastructure, and budget planning.

Guiding Principle 3

Focus on strategic and targeted economic development pursuits that strive to increase local jobs, generate additional revenues, and support the needs of a growing community.

Guiding Principle 4

Nurture and support existing businesses and entrepreneurial efforts in the city.

Guiding Principle 5

Employ economic development strategies, including development agreements that invest in public amenities and infrastructure to enhance our quality of life and thereby drive economic growth.

Guiding Principle 6

Promote balanced housing development that targets a wide variety of options (e.g. types, price ranges, sizes, ownership/rental, and styles) through strategic partnerships and enhanced ordinances/policies.

ECONOMIC GROWTH ACTIVITIES

Activity	Department	Year
Complete the Airport Master Plan & Airport Long Range Development Plans	Airport	2025
Develop an implementation and funding strategy for the development and expansion of the airport	Airport	2026
Complete second Economic Impact Analysis of the Buckeye Air Fair	Community Services	2026
Draft Gateway Activity Center (aka “The Landing”) Special Area Plan	Development Services	2025
Draft a Housing Action Plan	Development Services	2026
Complete the Airport Specific Area Plan	Development Services	2026
Develop timeline and funding source for downtown streetscape enhancement	Development Services	2026
Evaluate feasibility and economic impact of Passenger Rail Service in Buckeye	Economic Development	2027
Develop resident workforce training programs in partnership with local education and industry partners	Economic Development	2026

INNOVATIVE AND HIGH PERFORMING ORGANIZATION

The city of Buckeye should update programs and policies that create a healthy, safe, inclusive, and sustainable workplace. The city aspires to be the employer of choice, by providing a culture and working environment and benefits to attract and retain a workforce that is committed to providing outstanding service to its residents at an exceptional value for their tax dollars.

Guiding Principle 1

Establish clear management expectations for all employees and volunteers of the city.

Guiding Principle 2

Develop initiatives to improve communication and transparency for city employees.

Guiding Principle 3

Create and maintain a culture of ownership by empowering employees to make decisions. Ensure employees have the necessary intellectual and physical resources to perform their jobs and provide excellent customer service efficiently and effectively.

Guiding Principle 4

Implement programs and develop projects that create a professional, safe, value-oriented, accountable, and responsive work environment with opportunities for education, advancement, and job fulfillment.

Guiding Principle 5

Implement and evaluate opportunities to foster employee engagement in meaningful ways that strengthen internal relationships while celebrating accomplishments.

INNOVATIVE AND HIGH PERFORMING ORGANIZATION ACTIVITIES

Activity	Department	Year
Evaluate ways to expand the potential of our continuous improvement efforts	City Manager's Office	2027
Review and update the internal communication plan	Communications and Government Affairs	2026
Launch an interactive planning and development map service	Development Services	2025
Evaluate benefits programs	Finance & Human Resources	2025
Payroll/HR system assessment (new system vs complete reimplementation)	Finance & Human Resources	2026
Utility billing system assessment (new system vs complete reimplementation)	Finance	2026
Create fire department professional development plan	Fire	2025
Conduct Fire Department Master Plan	Fire	2027
Develop and implement a mentoring and succession plan	Human Resources	2026
Implement on-site training and educational opportunities	Human Resources	2025
Develop new performance appraisal system	Human Resources	2025
Create an internal organizational safety program	Human Resources	2027
Develop and implement a strategic plan	Program Management Office	2025
Develop a Fleet and People Moving Master Plan	Public Works	2027

SAFE AND SUSTAINABLE QUALITY OF LIFE

The city of Buckeye will continue providing programs, gathering places, and events where the community can come together to participate in opportunities of learning and recreation. Sustainable relationships with the community should be cultivated through resident engagement, outstanding customer service, and clear, accessible communication. We aim to protect our community's history and environment for future generations. The city aspires to implement programs and projects that create a healthy, safe, and sustainable environment that provide residents with opportunities for an engaged, healthy, and active lifestyle.

Guiding Principle 1

Preserve and enhance the historic and cultural identity/resources that reflect the values and traditions of our community. We support and promote cultural activities that reflect our historic legacy.

Guiding Principle 2

Support and create partnerships with public/private educational institutions and local school leadership. Provide multi-generational development programs and recreational opportunities.

Guiding Principle 3

Create an enhanced connection with neighborhoods throughout the city through focused outreach and strategic utilization of various communication methods. We should celebrate our accomplishments through focused outreach to the residents.

Guiding Principle 4

Promote public safety process improvements and innovative programs that ensure a safe community.

Guiding Principle 5

Foster and support initiatives and evaluate community policies, programs, gathering places, and events that promote healthy and quality lifestyles for our diverse community.

Guiding Principle 6

Foster citywide "open space" initiatives, policies and city codes that support a clean, well-maintained, and sustainable community.

Guiding Principle 7

Promote and implement sustainable water management policies and practices

SAFE AND SUSTAINABLE QUALITY OF LIFE ACTIVITIES

Activity	Department	Year
Update Recreation, Parks, and Trails Master Plan	Community Services	2025
Create and formalize a park ranger program	Community Services	2027
Complete improvements and open the Joe Foss Shooting Range as a recreational public facility	Community Services	2025
Complete an Arts and Culture Master Plan	Community Services	2026
Create neighborhood orientation program	City Manager's Office	2027
Create an HOA academy program	City Manager's Office	2027
Incorporate open space and parks standards in city code and development standards for new development	Development Services	2026
Complete a Public Safety Facilities Needs Assessment to address training, support and administration	Fire & Police	2026
Develop a municipal security risk assessment	Police	2026
Complete a critical infrastructure assessment	Police	2027
Implement public safety plan	Police	2027
Conduct a right-of-way landscape beautification assessment	Public Works	2027
Adopt water management policies	Water Resources	2025
Acquire Designation of Assured Water Supply (DAWS) for a portion of the city of Buckeye	Water Resources	2025

INFRASTRUCTURE

The city of Buckeye should strategically plan, implement, and maintain current and future infrastructure and facilities to support the community's quality of life, economic viability, and protection of the environment.

Guiding Principle 1

Establish routine and industry best practice maintenance guidelines to monitor the efficiency and operability of current below and above grade infrastructure and facilities.

Guiding Principle 2

Identify programs, technologies, or resources to compliment current operational practices that ensure the sustainability of existing infrastructure and facilities.

Guiding Principle 3

Establish long-term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life for residents while being financially sustainable.

INFRASTRUCTURE ACTIVITIES

Activity	Department	Year
Develop an asset management program and tracking system	City Manager's Office	2025
Advance regional transportation funding opportunities for SR30, SR85 and I-10	Communications and Government Affairs	2028
Evaluate existing roadway network level of service	Engineering	2025
Update Transportation Master Plan to include truck routes and parking	Engineering	2025
Update Transit Master Plan	Engineering	2026
Complete a traffic management center plan with implementation schedule and funding strategy	Engineering	2027
Develop a SMART City Master Plan	Information Technology	2025
Complete a feasibility study for an open access fiber-optic conduit system	Information Technology	2027
Complete identified GO Bond projects as planned to demonstrate accountability	Program Management Office	2027
Implement Sensei IQ for program management	Program Management Office	2026
Create a Facilities Master Plan	Public Works	2025
Develop an emergency fuel storage and infrastructure strategy	Public Works	2027
Develop partnership for new drinking water supply with irrigation districts	Water Resources	2027

EMBRACE THE NEW

DO RIGHT

LEND A HAND

FIND A WAY

ENJOY OUR WORK

CELEBRATE UNIQUENESS

BUCKEYE, AZ

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.B. FIN - Resolution No. 09-25 City Excise Tax
DATE PREPARED: 03/12/25	**DISTRICT NO.:** All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 09-25 approving the form and authorizing the execution and delivery of a Purchase Agreement, a Trust Agreement, a Depository Trust Agreement, a Continuing Disclosure Certificate, an Obligation Purchase Agreement and other necessary agreements, instruments and documents; approving a Preliminary Official Statement; approving the sale, execution and delivery of not to exceed $46,580,000 of City Excise Tax Revenue Refunding Obligations, ("2025 Refunding Obligations") evidencing a proportionate interest of the Owners thereof in the Purchase Agreement; authorizing the redemption in advance of maturity of certain outstanding obligations; delegating authority to the Mayor, the City Manager and the Chief Financial Officer of the City to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; and ratifying all actions taken or to be taken to further this Resolution.

SUMMARY

PROJECT DESCRIPTION:
Sale, execution and delivery of City Excise Tax Refunding Revenue Obligations, Series 2025 to refinance the Series 2015 Obligations, as summarized herein and pursuant to the parameters established in Resolution No. 09-25. The transaction would only move forward if the savings level desired by the City (at least 3.00%) is achieved. Accordingly, staff will work closely with the Underwriter (Steifel) and other financing team members to monitor the municipal bond market.

As part of the City's annual debt review process City Staff identified approximately $4.5 million in interest savings by refinancing debt from 2015. As with most municipal bonds, refinancing was not allowed until the debt had been in place for 10-years. This $4.5 million in savings will be over the remaining 10-year term of this existing debt.

City staff met with the City's bond underwriters to determine if any outstanding bonds issued were eligible to be refunded with the goal to lower our outstanding debt costs. This year, staff is recommending the Series 2015 Excise Tax Revenue bonds ("2015 Obligations") to be refunded. In July 2015, the City issued $51.2 million of debt to acquire, construct, and install various water systems, facilities and improvements, which included Global Water Resources, West Maricopa Combine, Valencia Water Company and the Water Utility of Greater Buckeye.

After the July 1, 2025 principal payment, the principal amount outstanding will be $45.26 million with approximately $38.55 million identified as possible maturities to be refinanced at a savings. The debt term will not be extended and the pledged source of repayment for the remains revenues from City Excise taxes and State Shared Revenues. The annual debt service will continue to be paid by the City's Water Fund.

The majority of the 2015 Obligations were sold at 5% interest rates and were not eligible to be refinanced until April 1, 2025 (approximately 10 years which is common for municipal bond issuances). While interest rates are subject to change, the current rates are estimated at 2.86%-4.00% with an average of approximately 3.92%. As a result of this refunding, the City will achieve a debt service savings of approximately by $4.5 million over the terms of the debt.

BENEFITS:
The estimated Net Cash Flow Savings to the City is $4.5 million with an estimated Net Present Value Savings to the City of $3.3 million.

FUTURE ACTION:
City staff and the financing team retained by the City will move forward expeditiously with the Credit Rating update process and anticipate selling the City Excise Tax Revenue Refunding Obligations, Series 2025 on or around April 7th to refinance the 2015 Obligations and achieve debt service savings. After the sale of the refunding obligations, the City and team members will finalize the final Official Statement (Offering Document), legal documents and close the transaction on or around May 1, 2025--depending upon the sale date. After the sale, staff will report back to the City Council the final savings numbers and benefit to the General Fund.

FINANCIAL IMPACT STATEMENT:
See above summary in Benefits paragraph.

BUDGETED:
Yes

FISCAL YEAR:
2025/26-2034/35

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
RES 09-25 - Buckeye ET Rev Rfg Oblg Sr 2025 - Approving Resolution (003)(GR 3.3.25) (6453723.3).docx
AGR - Buckeye Excise Tax Rev Rfg Obligs., Sr 2025 - Trust Agreement (004) (GR 3.3.25) (6454838.4).docx
AGR - Buckeye ETO Ref 2025 - Obligation Purchase Agreement (707494158.1) (003) (GT 3.4.25) (6470426.3).docx
CER - Buckeye ET Rfg Oblg., Sr 2025 - Continuing Disclosure Cert (002) (GR 3.4.25)(6458387.2).docx
AGR - Buckeye Excise Tax Rev Rfg Obligs., Sr 2025 - Purchase Agreement (003) (GR 3.3.25) (6456995.3).docx
AGR - Buckeye ET Rev Rfg Obligs, Sr 2025 - Depository Trust Agreement (DTA) (003) (GR 3.3.25) (6457931.3).docx
PRELIM Buckeye, C of REF Srs 25 3-4-25(6459457.2).pdf

RESOLUTION NO. 09-25

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF NOT TO EXCEED $46,580,000 OF CITY EXCISE TAX REVENUE REFUNDING OBLIGATIONS EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; AUTHORIZING THE REDEMPTION IN ADVANCE OF MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; DELEGATING AUTHORITY TO THE MAYOR, THE CITY MANAGER AND THE CHIEF FINANCIAL OFFICER OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

WHEREAS, the City of Buckeye, Arizona (the "City") has outstanding certain of its Excise Tax Revenue Obligations, Series 2015 (the "Prior Obligations"); and

WHEREAS, the Prior Obligations were executed and delivered by U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association) (the "Prior Trustee") as trustee under the Trust Agreement dated as of July 1, 2015 (the "Prior Trust Agreement") by and between the City and the Prior Trustee, to (i) finance the acquisition, construction and installation of various water systems, facilities and improvements (the "Prior Project") and (ii) pay expenses related to the execution and delivery of the Prior Obligations; and

WHEREAS, the City desires to refinance a portion of the costs of the Prior Project in an amount sufficient to refund all or a portion of the Prior Obligations plus the associated costs of issuing such refinancing as determined by the City Manager or the Chief Financial Officer of the City through the execution and delivery of not to exceed $46,580,000 City of Buckeye, Arizona, Excise Tax Revenue Refunding Obligations, Series 2025 (the "Refunding Obligations"); and

WHEREAS, the Refunding Obligations will be executed and delivered pursuant to a trust agreement (the "Trust Agreement"), by and between the City and a trustee (the "Trustee"), who is a bank or trust company authorized to do trust business in the State of Arizona to be selected by the City pursuant to Section 2(b) of this Resolution; and

WHEREAS, the Refunding Obligations shall evidence a proportionate interest of the owners of the Refunding Obligations in a purchase agreement (the "Purchase Agreement"), by and between the City and the Trustee, as seller, and obligating the City to make certain payments (the "Payments") to the Trustee; and

WHEREAS, the Payments will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge revenues from Excise Taxes and State Shared Revenues (as such terms are defined in the Trust Agreement); and

WHEREAS, the Trust Agreement will authorize the Trustee to apply the proceeds of the Refunding Obligations to (i) transfer a portion of the proceeds to a depository trustee to be selected by the City pursuant to Section 2(b) of this Resolution (the "Depository Trustee"), and such Depository Trustee shall apply the proceeds in accordance with a depository trust agreement (the "Depository Trust Agreement"), by and between the City and the Depository Trustee, to prepay and refinance all or a portion of the Prior Obligations and redeem the same in advance of maturity as further set forth herein (the "Obligations Being Refunded"), (ii) fund, as applicable, the Payment Fund, as created pursuant to the Trust Agreement, and (iii) pay all or a portion of the costs of issuance of the Refunding Obligations (the "Delivery Costs"); and

WHEREAS, a proposal in the form of an Obligation Purchase Agreement (the "Obligation Purchase Contract") has been received from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the underwriter (the "Underwriter"), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the United States Securities and Exchange Commission, for the purchase of the Refunding Obligations, and the City has determined that the Refunding Obligations should be sold through negotiation to the Underwriter in accordance with the Obligation Purchase Contract on such terms as may hereafter be approved by the Authorized Representatives (as defined in this Resolution) and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-2223; and

WHEREAS, the proposed forms of the following documents are on file with the City Clerk and have been presented to the Mayor and Council of the City (the "Council") at the meeting at which this Resolution is being adopted: (i) the Purchase Agreement; (ii) the Trust Agreement; (iii) the Depository Trust Agreement; (iv) an Obligation Purchase Contract; (v) a continuing disclosure certificate, to be dated the date of delivery of the Refunding Obligations (the "Undertaking"), from the City necessary for purposes of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (collectively, the foregoing documents are referred to herein as the "2025 Refunding Obligation Documents"); and (vi) a preliminary form of the Official Statement relating to the Refunding Obligations (the "Preliminary Official Statement"), to be dated the date of the dissemination thereof, relating to the Refunding Obligations, which, as to be revised after the sale of the Refunding Obligations, shall constitute the Official Statement, to be dated the date of sale of the Refunding Obligations (the "Official Statement"), relating to the Refunding Obligations; and

WHEREAS, refinancing the costs of the Prior Project pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest.

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

Section 1. Prior Project Refinancing. It is hereby found and determined that the refinancing of a portion of the costs of the Prior Project at fixed interest rates pursuant to the terms of the Purchase Agreement, the Trust Agreement and the Obligation Purchase Contract is in the

best interest of and in furtherance of the purposes of the City and in the public interest. The foregoing does not affect the non-refinanced portions of the Prior Project.

Section 2. Approval and Terms of Refunding Obligations.

(a) The City hereby approves the execution and delivery of the Refunding Obligations, as hereinafter described, by the Trustee.

(b) The Mayor, the City Manager, the Chief Financial Officer of the City or the designees of any of them (collectively, the "Authorized Representatives") are hereby authorized to determine on behalf of the City: (1) the entity or entities to serve as Trustee and Depository Trustee; (2) the series designation of the Refunding Obligations if not sold in calendar year 2025; (3) the name and designation of the Purchase Agreement, the Trust Agreement and the Depository Trust Agreement; (4) the date the Refunding Obligations are to be sold to the Underwriter; (5) the total aggregate principal amount of the Refunding Obligations which are to be executed and delivered but not to exceed the aggregate principal amount of $46,580,000; (6) the maturities of the Prior Obligations to be refunded; (7) the date the Refunding Obligations are to be dated; (8) the dates on which interest on the Refunding Obligations is to be payable and the interest rates per annum the Refunding Obligations are to bear; (9) the dates the Refunding Obligations are to mature (but not later than July 1, 2045), the principal amounts to mature on such dates and the provisions for redemption thereof in advance of such dates; and (10) the terms upon which the Refunding Obligations are to be sold to the Underwriter (including determinations of price, original issue discount and premium and underwriting compensation); provided, however, that the foregoing determinations shall not result in the yield on the Refunding Obligations, as calculated in accordance with Section 148 of the Internal Revenue Code of 1986, as amended, exceeding 6.00%. The refinancing of the Obligations Being Refunded must result in a net present value savings to the City of at least 3.00% of the principal amount of the Obligations Being Refunded.

(c) The Authorized Representatives are further also authorized to determine on behalf of the City whether the purchase of an insurance policy, surety bonds, reserve fund guaranties or other credit enhancement securing payment of the Refunding Obligations would be advantageous to the City or the terms of the financing represented by the Refunding Obligations. The Authorized Representatives are authorized to negotiate with and secure, with proceeds of the Refunding Obligations or otherwise, such an insurance policy, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy.

(d) The form and other terms of the Refunding Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are hereby approved with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Obligation Purchase Contract, and are approved by those officers executing the Refunding Obligations; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Refunding Obligations may have notations, legends or endorsements required by law, securities exchange rule or usage. As

applicable, each Refunding Obligation shall show both the date of the issue and the date of such Obligation's authentication and registration. The Refunding Obligations are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of special counsel to the City. If the book-entry-only system is used and at any time discontinued, the Refunding Obligations shall be reissued and transferred in the form of the Refunding Obligations to be prepared at that time.

Section 3. Award to Underwriter. The Refunding Obligations are to be sold to the Underwriter pursuant to terms of the Obligation Purchase Contract as such terms are to be determined as provided hereinabove.

Section 4. Approval of Documents. The forms, terms and provisions of the 2025 Refunding Obligation Documents, in substantially the forms of such documents (including the Refunding Obligations and other exhibits thereto) presented at the meeting of the Council at which this Resolution is being adopted are hereby approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove (including pursuant to the delegation set forth in Section 2(b) of this Resolution), and shall be approved by the Mayor, any other member of the Council, and, in the case of the Obligation Purchase Contract, the Authorized Representatives, the execution of each such document being conclusive evidence of such approval. The Mayor or any other member of the Council and, in the case of the Obligation Purchase Contract, the Authorized Representatives, or the Clerk of the City, where applicable, are hereby authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the 2025 Refunding Obligation Documents, in each case as necessary and as applicable, and to take all action to carry out and comply with the terms of such documents.

Section 5. Preliminary Official Statement; Official Statement. The preparation of the Preliminary Official Statement, in substantially the form on file with the City Clerk, is hereby authorized and approved with such changes as are deemed necessary by the Authorized Representatives, and the distribution of the Preliminary Official Statement by the Underwriter as so modified is hereby authorized and approved. The Preliminary Official Statement shall ultimately be in a form that is approved and deemed "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended, by any of the Authorized Representatives. The City will cause the Official Statement in substantially the form of the Preliminary Official Statement referred to above to be prepared and distributed with the Refunding Obligations upon initial issuance. The Authorized Representatives are each hereby authorized and directed to approve, execute and deliver, when complete, the Official Statement on behalf of the City.

Section 6. Trustee, Prior Trustee and Depository Trustee Action. The City hereby requests the Trustee and Depository Trustee, selected as set forth in Section 2(b) of this Resolution, and the Prior Trustee, as applicable, to each take all actions necessary in connection with the execution and delivery of the applicable 2025 Refunding Obligation Documents; the defeasance and redemption of the Obligations Being Refunded; and, as applicable to the Trustee, the sale, execution and delivery of the Refunding Obligations. The City further authorizes and directs the Trustee and any trustees for any obligations on parity with the Refunding Obligations to enter into such agreements as may be reasonable for the administration of the trusts so held by them.

Section 7. Pledge of and Lien Excise Taxes and State Shared Revenues. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on revenues from Excise Taxes and State Shared Revenues and the restriction on the issuance of further parity obligations secured by revenues from Excise Taxes and State Shared Revenues are approved and confirmed.

Section 8. Irrepealable. After any of the Refunding Obligations are delivered by the Trustee to the Underwriter upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Refunding Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 9. Further Actions. The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Resolution.

Section 10. Ratification of Prior Actions. All actions of the officers and agents of the City that conform to the purposes and intent of this Resolution and that further the sale and execution and delivery of the Refunding Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 11. Severability. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 18th day of March, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C., Special Counsel

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 09-25 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on March 18, 2025, and the vote was _____ aye's, _____ nay's, _____ abstained and _____ were absent, and that the Mayor and _____ Council Members were present thereat.

_____
City Clerk

TRUST AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

and

CITY OF BUCKEYE, ARIZONA

Dated as of [_____] 1, 2025

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TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of [_____] 1, 2025 (together with any duly authorized, executed and delivered supplement hereto, this "*Trust Agreement*"), by and between **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to exercise corporate trust powers in the State of Arizona, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "*Seller*" pursuant to the hereinafter described Purchase Agreement (the "*Trustee*"), and the **CITY OF BUCKEYE, ARIZONA**, a municipal corporation under the laws of the State of Arizona (the "*City*");

W I T N E S S E T H:

WHEREAS, the City previously caused the execution and delivery of $51,260,000 aggregate principal amount of its Excise Tax Revenue Obligations, Series 2015 (the "*2015 Obligations*"), pursuant to a Trust Agreement, dated as of July 1, 2015 (the "*2015 Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association) (the "*Prior Trustee*"); and

WHEREAS, there are outstanding $[_____] aggregate principal amount of the 2015 Obligations, which represent participating interests in payments to be made by the City to the Prior Trustee pursuant to an Agreement dated as of July 1, 2015, between the City and the Prior Trustee, as payee (the "*2015 Agreement*"); and

WHEREAS, the City now desires to refinance and prepay certain payments due pursuant to the 2015 Agreement and to redeem in advance of maturity certain maturities of the 2015 Obligations as set forth in the herein defined Depository Trust Agreement (collectively, the "*Obligations Being Refunded*"); and

WHEREAS, the Obligations Being Refunded were executed and delivered to finance the acquisition, construction and installation of various water systems, facilities and improvements of the City (the "*Prior Project*"); and

WHEREAS, the payments due from the City in connection with the 2015 Obligations, the 2016 Refunding Obligations and the 2024A Obligations (as defined herein) (collectively, the "*Existing Parity Obligations*") have a parity lien on revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein) and pursuant to the proceedings establishing the pledge and lien for the Existing Parity Obligations, the City, upon satisfaction of certain conditions, may authorize the execution and delivery of additional obligations secured by a parity lien on the revenues from Excise Taxes and State Shared Revenues; and

WHEREAS, for the purpose of refinancing a portion of the costs of the Prior Project and paying costs associated therewith under the terms and conditions of the Purchase Agreement, dated as of [_____ 1, 2025] (the "*Purchase Agreement*"), by and between the City and the Trustee as Seller (as defined herein), the City has heretofore agreed to repurchase from the Trustee and the

Trustee has agreed to resell to the City that portion of the Prior Project that is being refinanced with the proceeds of the Obligations (as defined herein) and under the Purchase Agreement; and

WHEREAS, the City has pledged its revenues from Excise Taxes and State Shared Revenues to the payment of the amounts due under the Purchase Agreement, and such pledge is on parity with the City's pledge related to payments due in connection with the Existing Parity Obligations; and

WHEREAS, the City has authorized the execution and delivery of $[_____] aggregate principal amount of its Excise Tax Revenue Refunding Obligations, Series 2025 (the "*Obligations*" and, individually, each an "*Obligation*"), each evidencing a proportionate, undivided interest in the Purchase Agreement and the payments made by the City in accordance therewith, in order to provide monies to (i) prepay the above-mentioned payments and thereby refund the Obligations Being Refunded and redeem them in advance of maturity (the "*Refunding*"), and (ii) pay all or a portion of the Delivery Costs (as defined herein) of the 2025 Refunding Obligations; and

WHEREAS, the City has determined that all acts and things have been done and performed which are necessary to make this Trust Agreement a valid and binding agreement for the security for the Obligations authenticated and delivered pursuant hereto.

NOW, THEREFORE, in consideration for the Obligations executed, delivered and Outstanding under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligations by the Owners (as defined herein), and to secure the payment of principal of and interest on (to the extent provided herein) the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, and the performance and the observance of all of the covenants and conditions contained therein, the Trustee and the City hereby declare an irrevocable trust and Trustee acknowledges its acceptance of all right, title and interest in and to the following described "Trust Estate," which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the payments and any other amounts payable by the City under the Purchase Agreement (except any rebate payments made pursuant to Section 12 of the Purchase Agreement) and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder; and

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by the Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of revenues from Excise Taxes and State Shared Revenues pledged by the Purchase Agreement to the payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times the Obligations mature [or are subject to redemption prior to maturity], all of the Obligations being co-equal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues pledged for the payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes or State Shared Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. **Definitions**. In addition to the terms defined in the first paragraph hereof and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"*Annual Debt Service*" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"*Authorized Denominations*" means $5,000 of principal due on a specific maturity date or integral multiples thereof.

"*Bond Year*" means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligations

and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Obligations.

"*Bond Yield*" means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligations as determined under Regulations section 1.148-4(b), recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). The present value of all such payments shall be computed as of the date of issue of the Obligations and using semiannual compounding on the basis of a 360-day year.

"*Business Day*" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

"*City Representative*" means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager, the City Chief Financial Officer or the Mayor and Council to act on behalf of the City with respect to this Trust Agreement.

"*Closing Date*" means [_____, 2025].

"*Code"* means the Internal Revenue Code of 1986, as amended, and any successor provision thereto.

"*Completion Date*" means the date on which the Certificate of Completion is filed with the Trustee by the City Representative.

"*Continuing Disclosure Undertaking*" means the continuing disclosure certificate, dated the Closing Date, from the City.

"*Corporate Trust Office*" means the office of the Trustee designated in Section 12.2 or any successor corporate trust office; provided, however, that with respect to payments on an Obligation at its stated payment date and any exchange, transfer or other surrender of the Obligation, the Corporate Trust Office shall mean the corporate trust operations office of the Trustee in St. Paul, Minnesota, or such other office or location designated by the Trustee by written notice.

"*Defaulted Interest*" has the meaning provided in Section 2.11(d).

"*Defeasance Obligations*" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("*Treasuries*"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom

the custodian may be obligated, (4) such other obligations or investments as described in the Depository Trust Agreement or (5) any combination thereof.

"*Delivery Costs*" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"*Delivery Costs Fund*" means the fund of that name established pursuant to Article III and held by the Trustee.

"*Depository Trust Agreement*" means the depository trust agreement dated as of [_____ 1, 2025] by and between the City and the Depository Trustee.

"*Depository Trustee*" means any bank or trust company, which may include the Trustee or its affiliates, with a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or State authority, designated by the City to act as Depository Trustee pursuant to Section 12.1 of this Trust Agreement.

"*Designated Office*" means the office designated as such by the Trustee in writing to the City.

"*DTC*" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"*Electronically*" or "*electronic method*" means, with respect to notice, one transmitted through a timesharing terminal, computer network (including email as a "pdf" (portable document format) or other replicating image attached to an email) or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

"*Event of Default*" means an event of default under the Purchase Agreement as provided in Section 10 thereof.

"*Excise Taxes*" means all unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the City imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council and which, if so restricted, will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement. Pursuant to Ordinance 04-15, the City imposed an additional 3% tax upon transient lodging. The revenues generated by the additional 3% tax upon transient lodging will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement. Revenues generated by the City from building permits and development

impact fees will not be deemed Excise Taxes for purposes of this Trust Agreement and the Purchase Agreement.

"*Existing Parity Obligations*" means the payments due from the City in connection with the 2015 Obligations, the 2016 Refunding Obligations, and the 2024A Obligations on parity with City's pledge of and lien on the revenues from Excise Taxes and State Shared Revenues for the payment of the Payments in connection with the Obligations.

"*F.A.S.T.*" shall mean DTC's fast automated securities transfer procedures, wherein the Obligations are fully paid for by the Underwriter and are deemed delivered to DTC notwithstanding that the Trustee, as registrar, continues to hold such Obligations in custody for DTC.

"*Fiscal Year*" means the fiscal year of the City, currently the period July 1, through June 30.

"*Gross Proceeds*" means:

(i) any amounts actually or constructively received by the City from the sale of the Obligations but excluding amounts used to pay accrued interest on the Obligations within one year of the date of issuance of the Obligations;

(ii) transferred proceeds of the Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Trust Agreement.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

"*Interest Payment Date*" means each January 1 and July 1, while any Obligations are Outstanding provided that, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"*Interest Portion*" means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated "Interest," denominated as and comprising interest pursuant to the Purchase Agreement and received by any Owner.

"*Investment Property*" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"*Issue Price*" means the issue price of the Obligations determined as provided in the Regulations and as indicated in the Tax Certificate.

"*Market Value*" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation (on which the Trustee may conclusively rely, without liability).

"*Maximum Annual Debt Service*" means the greatest Annual Debt Service in any Fiscal Year.

"*Nonpurpose Investment*" means any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligations.

"*Notification*" shall have the meaning provided in Section 10.3.

"*Obligations*" means the City of Buckeye, Arizona Excise Tax Revenue Refunding Obligations, Series 2025, executed and delivered pursuant hereto.

"*Outstanding*" means all Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations that have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations that have been paid; (iii) Obligations that have become due and for the payment of which moneys have been duly provided to the Trustee; (iv) Obligations that have been cancelled or surrendered for cancellation; and (v) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations; provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"*Owner*" or any similar term, when used with respect to an Obligation, means the person in whose name such Obligation shall be registered.

"*Parity Obligations*" means and includes the Existing Parity Obligations and any additional bonds, lease purchase agreements, purchase agreements or other obligations authorized

by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from revenues from Excise Taxes and State Shared Revenues on parity with, and in compliance with the terms of, the then-outstanding Parity Obligations.

"*Payment Fund*" means the fund of that name established pursuant to Article V and held by the Trustee.

"*Payments*" means the Payments required to be paid by the City pursuant to Section 2(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement.

"*Permitted Investments*" means any investment permitted by A.R.S. § 35-323, as amended, or any successor provision thereto.

"*Purchase Agreement*" means the Purchase Agreement, dated as of [_____ 1, 2025], by and between the City and the Seller.

"*Rebate Payment*" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"*Rebate Requirement*" means, for each Bond Year, at any time the excess of the future value of all Receipts over the future value of all Rebate Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Rebate Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"*Receipt*" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"*Regular Record Date*" means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

"*Regulations*" means sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"*Responsible Officer*" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"*Securities Depository*" means a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended.

"*Seller*" means the Trustee in its separate capacity as Seller pursuant to the Purchase Agreement.

"*Special Counsel's Opinion*" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"*Special Record Date*" has the meaning provided in Section 2.11(d).

"*State*" means the State of Arizona.

"*State Shared Revenues*" means all received amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes. Revenues received by the City from vehicle license taxes charged by the State are not deemed State Shared Revenues for purposes of this Trust Agreement or the Purchase Agreement.

"*Tax Certificate*" means the tax certificate executed and delivered by the City on the Closing Date.

"*Underwriter*" means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Obligations.

"*United States Obligations*" means any bonds or other obligations which are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including Refcorp Strips).

"*2016 Agreement*" means the Agreement, dated as of April 1, 2016, by and between the City and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association).

"*2016 Refunding Obligations*" means the City's Excise Tax Revenue Refunding Obligations, Series 2016.

"*2024A Agreement*" means the First Purchase Agreement, dated as of March 1, 2024, by and between the City and U.S. Bank Trust Company, National Association.

"*2024A Obligations*" means the City's Excise Tax Revenue Obligations, Series 2024A.

Section 1.2. <u>Interpretation</u>.

(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words imparting the singular shall include the plural and vice versa and the use of neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Trust Agreement.

Section 1.3. **Obligations Not General Obligation of the City**. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
SPECIAL REVENUE OBLIGATIONS

Section 2.1. **Authorization of the Obligations**. The Trustee is hereby authorized and directed to execute and deliver to the Underwriter or hold in custody for DTC, the Obligations in the principal amount of $[_____], evidencing proportionate ownership interests in the Purchase Agreement and the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2. **Date; Interest Accrual**. Each Obligation shall be dated the Closing Date, and interest with respect thereto shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. **Maturities and Interest Rates**. The Obligations shall be in Authorized Denominations. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Date (July 1)	Principal Amount	Interest Rates
[___]	$[_____]	[__]%

Section 2.4. **Interest on Obligations**. Interest on the Obligations shall be payable on [July 1, 2025] and semiannually thereafter on January 1 and July 1 of each year, to and including the date of maturity or prior redemption, if applicable, of the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the Closing Date to [July 1, 2025].

Section 2.5. **Form**. The Obligations shall be in fully registered, certificated form, substantially in the form set forth in *Exhibit A* hereto.

Section 2.6. **Execution**. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on any Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. **Book-Entry Only System**. The Trustee and the City may from time to time enter into, and discontinue, an agreement with a Securities Depository which is the Owner of the Obligations, to establish procedures with respect to the Obligations not inconsistent with the provisions of this Trust Agreement; provided, that, notwithstanding any other provisions of this Trust Agreement, any such agreement may provide that different provisions for notice to the Securities Depository may be set forth herein and that a legend shall appear on each Obligation so long as the Obligations are subject to such agreement. With respect to Obligations registered in the name of a Securities Depository (or its nominee), neither the Trustee nor the City shall have any obligation to any of its members or participants or to any person on behalf of whom an interest is held in the Obligations. It is hereby acknowledged that the City intends to enter into an agreement with DTC in connection with the execution and delivery of the Obligations, and while such agreement is in effect, the procedures established therein shall apply to the Obligations

notwithstanding any other provisions of this Trust Agreement to the contrary. As long as DTC is the Securities Depository with respect to the Obligations, the Trustee shall be a "DTC Direct Participant." The Trustee shall not have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Obligations regarding accuracy of any records maintained by DTC or DTC participants, the payments by DTC or DTC participants of any amount in respect of principal, redemption price or interest on the Obligations, any notice which is permitted or required to be given to or by Owners hereunder (except such notice as is required to be given by the City to the Trustee or to DTC), or any consent given or any other action taken by DTC as Owner.

Section 2.8. [Reserved.]

Section 2.9. Transfer and Exchange.

(a) Transfer of Obligations. Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligations required to be kept pursuant to the provisions of Section 2.13 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same maturity and interest rate and for a like aggregate principal amount.

(b) Exchange of Obligations. Obligations may be exchanged at the Corporate Trust Office for a like aggregate principal amount of Obligations of Authorized Denominations of the same maturity and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) Reporting Obligations. Prior to any transfer of the Obligations outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any of its usual, applicable tax reporting obligations. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.10. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given,

the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11. <u>Payment</u>.

(a) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the persons appearing on the registration books for the Obligations maintained by the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by first class mail to such Owners at the address thereof as it appears on such registration books, payable in lawful money of the United States of America.

(b) The principal and redemption price, if any, with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the Designated Office.

(c) Interest and, if arrangements for surrender are made with the Trustee, principal and redemption price, if any, payable to any Securities Depository or to any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner makes a written request of the Trustee at least 20 days before the Interest Payment Date specifying the account address without presentment or surrender of the Obligation except as set forth below. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

(d) Any interest on any Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("*Defaulted Interest*") shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose names such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "*Special Record Date*"). When the Trustee has funds available to pay the Defaulted Interest and

interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of an Obligation at his address as it appears in the registration books by the Trustee for the Obligations not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose names the Obligations are registered on such Special Record Date.

Section 2.12. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of the Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.13. Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it

may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

Section 2.14. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two years from its payment date or any Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The obligation of the Trustee to hold such funds shall continue for two years and six months (subject to applicable escheat laws) following the date on which such interest or principal payment became due, whether at maturity or the date fixed for redemption, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

Section 2.15. **F.A.S.T. Closing**. The Trustee may agree to hold the Obligations for DTC under F.A.S.T. If F.A.S.T. is used to close the sale of the Obligations, the Obligations will be deemed fully issued, delivered and enforceable according to their terms, even though the Trustee, as registrar, retains physical custody of the Obligations after receiving full payment therefor.

ARTICLE III
APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; REDEMPTION OF OBLIGATIONS BEING REFUNDED; DELIVERY COSTS FUND

Section 3.1. **Redemption of Obligations Being Refunded**. The Obligations shall be executed and delivered to prepay and refinance the Obligations Being Refunded and redeem them in advance of maturity and to pay Delivery Costs. As of the date of execution and delivery of the Obligations, the Depository Trustee and the City shall enter into the Depository Trust Agreement, pursuant to which the proceeds of the Obligations identified in Section 3.2(b) below shall be deposited into the depository trust created in accordance with the Depository Trust Agreement. Sufficient amounts of the proceeds of the Obligations shall be deposited with the Depository Trustee and used to purchase any noncallable United States Obligations in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants acceptable to both the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, sufficient to pay all amounts needed to redeem the Obligations Being Refunded on [July 1, 2025].

Section 3.2. **Application of Proceeds**. The proceeds received by the Trustee from the sale of the Obligations[, net of the Underwriter's discount,] shall forthwith be applied by the Trustee as follows:

(a) The Trustee shall deposit $[_____] in the Delivery Costs Fund; and

(b) The Trustee shall transfer [the remainder of the proceeds in the amount of] $[_____] to the Depository Trustee for application in accordance with the Depository Trust Agreement to prepay and refinance in full the Obligations Being Refunded in advance of maturity.

Section 3.3. <u>Establishment and Application of Delivery Costs Fund</u>.

(a) The Trustee shall establish and maintain a special trust fund designated as the "*City of Buckeye, Arizona, Series 2025 Refunding Delivery Costs Fund*" (herein referred to as the "*Delivery Costs Fund*"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Delivery Costs Fund shall be disbursed for the payment of Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee upon receipt of a requisition for disbursement in substantially the form attached hereto as *<u>Exhibit B</u>* (on which the Trustee is entitled to rely conclusively, and it shall not be required to make any independent investigation in connection therewith) executed or approved by the City Representative. Each such requisition shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of [____ 1, 2025], or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund or such other fund as directed by a City Representative. Upon such transfer, the Trustee shall close the Delivery Costs Fund.

ARTICLE IV
REDEMPTION OF OBLIGATIONS

Section 4.1. <u>Redemption Provisions</u>.

(a) The Obligations maturing before or on July 1, 20[__], are not subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20[_____], are subject to redemption in such order and from such maturities as may be selected by the City and by lot within any maturity by such methods as may be selected by the Trustee from redemptions made at the option of the City pursuant to Section 7 of the Purchase Agreement, in whole or in part on any date, on or after July 1, 20[_], at a redemption price equal to the principal amount of Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption[, but without premium].

(b) [Reserved.]

(c) Whenever Obligations subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the City to the Trustee for cancellation, the principal amount of the Obligations represented thereby so retired shall satisfy and be credited against the mandatory redemption requirements for such Obligations for such years

as the City may direct in writing. No surrender of the Obligation shall be necessary in accordance with a mandatory prepayment described in this Section that does not represent final maturity.

Section 4.2. **Selection of Obligations for Redemption**. The Obligations shall be redeemed only in the principal amounts of $5,000 each or integral multiples thereof. The City shall, at least 45 days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, if the Obligations are not held in a book-entry-only system as described in Section 2.7, the particular Obligations or portions of Obligations of such maturity to be redeemed shall be selected by the Trustee by lot in accordance with its standard procedures not more than 45 nor less than 30 days prior to the redemption date by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for redemption in principal amounts of $5,000 or integral multiples thereof such that any $5,000 Obligation or $5,000 portion of an Obligation of such maturity shall be as likely to be called for redemption as any other such $5,000 Obligation or $5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Obligations so selected for redemption, and the City will provide the Trustee within 30 days a recomputed payment schedule for the Purchase Agreement.

Section 4.3. **Notice of Redemption; Effect**.

(a) The Trustee shall cause notice of any redemption of Obligations hereunder, other than redemption at maturity, to be mailed to the Owners of all of the Obligations to be redeemed at the addresses appearing in the Register kept for such purpose pursuant to Section 2.13. Each such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the redemption date, (2) identify the Obligations to be redeemed (specifying the CUSIP numbers, if any, assigned to the Obligations), (3) specify with respect to the Obligations being redeemed their date of issue, their maturity date, their redemption date and their redemption price, (4) set forth the name, address and telephone number of the person from whom information pertaining to the redemption may be obtained, and (5) state that on the redemption date the Obligations to be redeemed will be payable at the Corporate Trust Office, that from that date interest will cease to accrue and that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Obligations. No defect affecting any Obligation, whether in the notice of redemption or the delivery thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Obligations.

(b) If at the time of mailing of notice of an optional redemption Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to redeem all Obligations subject to such redemption and the requirements of (e) below are not satisfied, then such notice shall state that the redemption is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the redemption with the Trustee and satisfaction of such requirements not later than the opening of business on the redemption date, and such notice will be of no effect and such Obligations shall not be redeemed unless such moneys or Defeasance Obligations are so deposited and such requirements in (e) below are met.

(c) Any notice of redemption shall be mailed by first class mail, postage prepaid; provided that any notice of redemption given to any Owner of $1,000,000 or more in aggregate principal amount of Obligations also shall be transmitted electronically. A certificate of the Trustee shall conclusively establish the mailing or delivery of any such notice for all purposes.

(d) Notice having been mailed in the manner provided in (a) above, the Obligations and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date.

(e) If the money or Defeasance Obligations for the redemption of all of the Obligations and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, is held by the Trustee on the redemption date, so as to be available therefor on that date, then from and after the redemption date those Obligations and portions thereof to be redeemed shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the redemption date, those Obligations and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the redemption of particular Obligations shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Obligations.

Section 4.4. **Partial Redemption of Obligation**. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Obligation or Obligations of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

ARTICLE V
PAYMENTS; PAYMENT FUND

Section 5.1. **Trustee's Rights in Purchase Agreement**. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2. **Establishment and Application of Payment Fund**.

(a) The Trustee shall establish a special trust fund designated as the "*City of Buckeye, Arizona, Series 2025 Refunding Payment Fund*" (herein referred to as the "*Payment Fund*"). So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than 10 Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Obligations as the same shall become due and payable, in accordance with the provisions of Article II.

Section 5.3. **Transfers of Investment Earnings to Payment Fund**. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. **Surplus**. Any surplus remaining in any of the funds created hereunder, after redemption and payment or provision for redemption and payment of all Obligations, including accrued interest, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such redemption and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. **Held in Trust**. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

Section 6.2. **Investments Authorized**. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Absent timely and specific written direction from the City Representative, the Trustee shall hold any cash held by it hereunder uninvested. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments and such written investment direction shall constitute a certification that such directed investment constitutes a Permitted Investment. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions

as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations Chapter 1, Part 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee also is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The City acknowledges that the legal obligation to pay the purchase price of any Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Trust Agreement, (a) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (b) nothing in this Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code § 9-206.

Section 6.3. **Accounting**. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. **Allocation of Earnings**. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to Section 148 of the Code.

Section 6.5. **Valuation and Disposition of Investments**. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The City acknowledges that values shall be determined in accordance with the price provided by pricing services and sources relied upon by the Trustee and the Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by Trustee. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6. **Limitation of Investment Yield**. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered "arbitrage bonds" within the meaning of Section 148 of the Code, the City Representative may issue to the Trustee a written certificate to such effect along with instructions directing the Trustee

to take such action with respect to investments hereunder as the City instructs so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate. The Trustee shall have no responsibility with respect to arbitrage or investment yield in connection with the Obligations except to comply within a reasonable time with written investment direction of the City in accordance with this Section and Section 6.2.

Section 6.7. **Other Tax Covenants**. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners, from time to time, and in consideration of retaining the exclusion of the portion of each Payment denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners for federal income tax purposes, the City shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in such portion of each such Payment becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The City shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations.

ARTICLE VII
THE TRUSTEE

Section 7.1. **Authorization of Trustee**.

(a) The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority, so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The City hereby authorizes the Trustee to redeem the Obligations when duly presented for payment at maturity and to cancel all Obligations upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Obligations paid and discharged.

Section 7.2. **Liability of Trustee; Standard of Care**. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. **Merger or Consolidation**. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. **Protection and Rights of the Trustee**.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof,

but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the Project.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of any default or an Event of Default, except an Event of Default under Section 10(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof

or is specifically notified in writing of such default by the City or the Owners of at least 25% in aggregate principal amount of all Obligations then Outstanding.

(j) The Trustee shall have the right to accept and act upon instructions of directions pursuant to this Trust Agreement sent by Electronic Means (as hereinafter defined), provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. As used in this paragraph, "*Electronic Means*" means a portable document format ("*PDF*") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the City elects to give the Trustee instructions by Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee cannot determine the identity of the actual sender of such instructions and the Trustee shall conclusively presume that directions that purport to have been sent by an officer listed on the incumbency certificate provided to the Trustee have been sent by such officer. The City shall be responsible for ensuring that only authorized representatives transmit such instructions to the Trustee and that the City and all authorized representatives are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Obligations.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Project.

(n) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a

satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful misconduct in connection with any action so taken.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) In acting or omitting to act pursuant to the Purchase Agreement or any other documents executed in connection herewith or therewith, the Trustee shall be entitled to all the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VII and Section 10.3 hereof.

Section 7.5. Compensation of Trustee. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which fee schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, at any time upon 30 days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000 and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within 30 days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The

Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their respective addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.13.

Section 7.7. **Appointment of Agent**. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. **Commingling**. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. **Records**. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances in accordance with Section 6.3.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. **Amendments Permitted**.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 8.3, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to add to the covenants and agreements of any party,

other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, (7) to facilitate the incurrence of additional Parity Obligations, (8) with respect to rating matters, or (9) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. <u>Procedure for Amendment With Written Consent of Obligation Owners</u>.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owners of the Obligations for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at the address thereof as set forth on the registration books for the Obligations maintained pursuant to Section 2.13, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of all Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 8.3) and a notice shall have been mailed as hereinafter in this Section provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance

that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.3. Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in this Trust Agreement and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; provided, however, that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Obligations which a Responsible Officer of the Trustee actually knows to be owned or held by the City, or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall be deemed not to be Outstanding unless all Obligations are so owned, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

Section 8.4. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.5. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.6. **Amendatory Endorsement of Obligations**. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations held thereby, provided that proper notation thereof is made on such Obligations.

ARTICLE IX
COVENANTS, NOTICES

Section 9.1. **Compliance With and Enforcement of Purchase Agreement**. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. **Observance of Laws and Regulations**. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. **Recordation and Filing**. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee; provided the Trustee shall have no duty or obligation to requests such actions), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owners. The Trustee has no duty or obligation to determine the sufficiency of any such filings.

Section 9.4. **Further Assurances**. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 9.5. **Notification to the City of Failure to Make Payments**. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. **Business Days**. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is

not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the City. Except for the payment of Payments from revenues from Excise Taxes and State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

Section 10.2. No Liability of the City for Trustee Performance. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee, in its capacity as Trustee and Seller, and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the Obligations; (2) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into in connection with the Obligations; (3) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Obligations or the Obligations Being Refunded; (4) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Obligations or the Obligations Being Refunded; (5) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith; or (6) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct or negligence by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the maturity and payment or redemption of the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the

Trustee shall notify the City in writing of such circumstances or action (the "*Notification*"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within 15 days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee or the Trustee believes in good faith that there are defenses available to it that are not available to the City or that are adverse to or in conflict with those available to the City and that the Trustee believes in good faith cannot be effectively asserted by common counsel, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Independent Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of revenues from Excise Taxes and State Shared Revenues for the payment of the Obligations.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default happens, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any

circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 10 of the Purchase Agreement and any moneys held as part of the trust estate shall be applied by the Trustee in the order following:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Obligation Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal, interest and redemption premium, if any, with respect to such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid such Obligations Outstanding, including all principal, interest and redemption premium, if any; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged such Obligations (including all principal, interest and redemption premium, if any) at their respective maturity or prior redemption dates, which deposit may be made in accordance with the provisions of Section 8 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) Any Obligation or portion thereof in Authorized Denominations may be paid and discharged as provided in this Section; provided however, that if any such Obligation or portion thereof is to be redeemed, notice of such redemption shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Obligation or portion thereof is to be redeemed and as to the giving of notice of such redemption; provided further, that if any such Obligation or portion thereof will not mature within 60 days of the deposit referred to in paragraph (a) subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligation may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the City may rely upon an opinion of Independent Counsel which is nationally recognized bond counsel to the effect that the provisions of this subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: Chief Financial Officer

If to the Trustee: [_____]
_____
_____
Attention: _____

All notices, approvals, consents, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the City chooses to use electronic signatures to sign documents delivered to the Trustee, the City agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of A.R.S. § 38-511, as amended, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of A.R.S. § 38-511, as amended, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to A.R.S. § 38-511, as amended, as of the date hereof.

(b) To the extent applicable under A.R.S. § 41-4401, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "E-Verify" requirements under A.R.S. § 23-214(A), as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for

random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) To the extent applicable under A.R.S. §§ 35-393 et seq., as amended, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. § 35-393, as amended. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may remove the Trustee hereunder as provided by law.

(d) To the extent applicable under A.R.S. § 35-394, as amended, the Trustee hereby certifies it does not currently, and for the duration of this Trust Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (iii) 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 foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Trust Agreement. If the Trustee becomes aware during the duration of this Trust Agreement that it is not in compliance with such certification, the Trustee shall provide the required notice to the City and resign as Trustee hereunder in accordance with the provisions of Article VII. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VII.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee may destroy such Obligations and, upon the City's request, deliver a certificate of such destruction to the City instead.

Section 12.8. **Headings**. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. **Parties Interested Herein**. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owners, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

Section 12.10. **Waiver of Notice**. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. **Severability of Invalid Provisions**. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By_____
Authorized Representative

CITY OF BUCKEYE, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

[Signature page to Trust Agreement]

6454838.4

EXHIBIT A

(FORM OF OBLIGATION)

No. R-__ Principal Amount: $_____

UNLESS THIS OBLIGATION IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OF NEW YORK, A NEW YORK CORPORATION ("*DTC*"), TO THE TRUSTEE, AS REGISTRAR (OR ANY SUCCESSOR REGISTRAR), FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY OBLIGATION ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EXCISE TAX REVENUE REFUNDING OBLIGATION, SERIES 2025
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

THE CITY OF BUCKEYE, ARIZONA

to

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Interest Rate:	Principal Payment Date:	Dated Date:	CUSIP:
___%	July 1, 20__	_____, 2025	118087___

Registered Owner: CEDE & CO.

Principal Amount: _____ AND 00/100 DOLLARS ($_____)

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Excise Tax Revenue Refunding Obligation, Series 2025 (this "*Obligation*") is the owner of an undivided, participatory, proportionate interest in the right to receive certain "*Payments*" under and defined in that certain Purchase Agreement, dated as of [_____ 1, 2025] (the "*Purchase Agreement*"), by and between U.S. Bank Trust Company, National Association (the "*Trustee*"), and the City of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona (the "*City*"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain Trust Agreement, dated as of [_____ 1, 2025] (the "*Trust Agreement*"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "*Designated Office*").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the payments due designated as principal coming due and to receive semiannually on January 1 and July 1 of each year commencing [July 1, 2025] (the "*Interest Payment Dates*"), until payment in full of said portion of principal or redemption prior thereto, the registered owner's proportionate share of the Payments designated as interest coming due during the period

commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each.

Said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America by check mailed when due by first class mail by the Trustee to the registered owner in whose name this Obligation is registered at the close of business on the 15th day of the calendar month next preceding the Interest Payment Date at the address thereof as it appears on the registration books for the Obligations maintained by the Trustee. Said amounts representing the registered owner's share of the Payments designated as principal are payable when due without presentment or surrender of this Obligation at the Designated Office, except that the final payment of principal and interest, when due, will be paid upon surrender of this Obligation at the Designated Office. Principal, interest or redemption premium, if any, payable to any owner of $1,000,000 or more in principal amount of the series of obligations of which this Obligation is a part (the "*Obligations*") may be paid by wire transfer in immediately available funds to an account in the United States of America if the owner makes a written request of the Trustee at least 20 days before the date of payment specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by a resolution of the Mayor and Council of the City adopted on [March 18, 2025]. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured and to be secured on parity with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of all Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.)

The Obligations are payable from Payments to be made by the City pursuant to the Purchase Agreement. The City is required under the Purchase Agreement to make Payments from revenues from the City's Excise Taxes and State Shared Revenues (each as defined in the Trust Agreement), which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations. The obligation of the City to make Payments does not represent or constitute a general obligation of the City, the State of Arizona or any political subdivision thereof for which the City or the State of Arizona or any political subdivision thereof is obligated to levy or pledge any form of taxation, nor does the obligation to make Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Payments and all other amounts due under the Purchase Agreement are payable from a pledge of, and secured by a lien on, revenues from Excise Taxes and State Shared Revenues as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, revenues from the Excise Taxes and State Shared Revenues, is irrevocably made and created by the City pursuant to the Purchase Agreement for the prompt and punctual payment of amounts due under the Purchase Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of revenues from Excise Taxes and State Shared Revenues hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or regardless of the time or times the Obligations mature. All of the Obligations are coequal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes and State Shared Revenues or security therefor. The pledge of revenues from Excise Taxes and State Shared Revenues under the Purchase Agreement is on parity with the pledge of revenues from Excise Taxes and State Shared Revenues to payments due on or with respect to the Existing Parity Obligations and any additional Parity Obligations (as defined in the Trust Agreement).

For further definitions, a description of the terms on which the Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which, this Obligation is payable, the conditions under which additional Obligations or Parity Obligations may be authorized, a statement of the terms under which the Trust Agreement or the Purchase Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Obligation is issued, and of the rights of the owner of the Obligation, reference is made to the Trust Agreement and the Purchase Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Obligation, consents and agrees. All Obligations of the total authorized amount and all obligations which have been or may hereafter be issued as Parity Obligations, as provided in the Trust Agreement and the Purchase Agreement, and are co-equal as to the pledge of and lien on all such revenues from Excise Taxes and State Shared Revenues securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from revenues from Excise Taxes and State Shared Revenues and security thereof.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the maturities of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and

Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

The Obligations are executed and delivered only in fully registered form in denominations of $5,000 of principal due on a specific maturity date or integral multiples thereof. The Obligations shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same maturity date and interest rate.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation or Obligations, of authorized denomination or denominations, for the same aggregate principal amount will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

[The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for redemption, in whole or in part, or (ii) during a period of 15 days preceding the giving of a notice of redemption. If this Obligation is transferred after having been selected for redemption, any notice of redemption which has been given to the transferor shall be binding on the transferee, and a copy of the notice of redemption shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

The Obligations maturing before or on July 1, 20_____], are not subject to optional redemption prior to maturity. The Obligations maturing on or after July 1, 20____], are subject to redemption in such order and from such maturities as may be selected by the City, in whole or in part on any date on or after July 1, 20_____], at a redemption price equal to the principal amount of each Obligation to be redeemed, together with accrued interest to the date fixed for redemption but without premium.

Whenever Obligations are purchased, redeemed (other than by mandatory redemption) or are delivered by the City to the Trustee for cancellation, the principal amount of the Obligations so retired shall satisfy and be credited against the mandatory redemption requirements therefor in any order specified by the City.

If less than all of the outstanding Obligations of any maturity are to be redeemed, the Obligations (or portions hereof) to be redeemed will be selected by the Trustee by lot or in any

customary manner as determined by the Trustee. Redemption shall be in authorized denominations or any integral multiples thereof.

The Trustee shall give notice of any redemption of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the redemption date to the registered owner at its address shown on the registration books maintained by the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of redemption there has not been deposited with the Trustee moneys or eligible securities sufficient to redeem all Obligations subject to redemption and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to the deposit of moneys sufficient for the redemption and satisfaction of such conditions. If Obligations or portions thereof are subject to redemption and if on the redemption date moneys for the redemption thereof are held by the Trustee and those other conditions are met, thereafter those Obligations or portions thereof to be redeemed shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement. The failure to receive any notice of redemption, or any defect in such notice in respect of any Obligation, shall not affect the validity of redemption of any Obligation.]

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: [_____, 2025].

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By_____
Its: Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned ..... (the "*Transferor*"), hereby sells, assigns and transfers unto ..... (the "*Transferee*"), whose address is ..... and whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE
.....
.....

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ..... as attorney to register the transfer of the within certificate on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: .....

.....
NOTICE: No transfer will be registered and no new certificate will be issued in the name of the Transferee, unless that signature(s) to this assignment correspond(s) with the name as it appears on the face of the within certificate in every particular, without alteration or enlargement or any change whatever and name, address and the Social Security Number or federal employee identification number of the Transferee is supplied

The following abbreviations when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian for .....
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of .....
(State)

Additional abbreviations may also be used though not in list above.

6454838.4

EXHIBIT B

FORM OF DISBURSEMENT CERTIFICATE

The Trustee is hereby requested to pay from the Delivery Costs Fund, as defined in the Trust Agreement, dated as of [May 1, 2025] (the "*Trust Agreement*"), between the City of Buckeye and U.S. Bank Trust Company, National Association, as trustee, to the person or corporation designated on the attached Exhibit 1 as Payee, the sum set forth thereon, in payment of the Delivery Costs (as defined in the Trust Agreement).

DATED: _____.

By_____
City Representative

EXHIBIT 1

Delivery Costs

Name of Payee	Amount
_____	_____
_____	_____
_____	_____

Please forward payment to Payees in the manner provided in their respective invoices.

DRAFT
02/28/25
03/04/25

$____,000
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

OBLIGATION PURCHASE AGREEMENT

_____, 2025

Mayor and Council
City of Buckeye, Arizona
530 E. Monroe Avenue
Buckeye, Arizona 85326

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Obligation Purchase Agreement (this "Obligation Purchase Agreement") with the City of Buckeye, Arizona (the "Issuer"), a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Obligations (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Obligation Purchase Agreement, this Obligation Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Obligation Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Obligation Purchase Agreement.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to cause _____, as trustee (the "Trustee"), to execute, sell and deliver to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "City of Buckeye, Arizona Excise Tax Revenue Refunding Obligations, Series 2025" (the "Obligations"), at the purchase price of $_____, representing the aggregate principal amount of the Obligations less an Underwriter's discount of $_____ plus [net] original issue premium of $_____. The Underwriter intends to make an initial bona fide public offering of the Obligations at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Obligations (but in all cases subject to the requirements of

Section 4 hereof), and may offer and sell the Obligations to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Obligation Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE OBLIGATIONS.

(a) The Obligations have been authorized pursuant to a resolution adopted by the Mayor and Council of the Issuer on _____, 2025 (the "Resolution"). The Obligations shall be dated the date of delivery and executed and delivered and secured under and pursuant to the Trust Agreement, to be dated as of _____ 1, 2025 (the "Trust Agreement"), by and between the Issuer and the Trustee. The Obligations represent undivided proportionate interests in the payments (each a "Payment," and collectively, the "Payments") to be made by the Issuer pursuant to the Purchase Agreement, to be dated as of _____ 1, 2025 (the "Purchase Agreement"), by and between the Issuer and the Trustee. The Payments will be secured by revenues from Excise Taxes and State Shared Revenues (each as defined in the Trust Agreement) as described in the Purchase Agreement.

(b) The proceeds of the sale of the Obligations will be used to (i) prepay and refinance the Obligations Being Refunded (as defined in the Trust Agreement), and (ii) pay certain costs of execution and delivery of the Obligations.

(c) The Obligations shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto. The terms of the Obligations shall be otherwise as described in the Trust Agreement.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement, dated _____, 2025, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter

may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Exchange Act ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Obligations dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Special Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Obligations.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate of the Issuer, to be dated the Closing Date (the "Undertaking"), to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of the Undertaking is attached as APPENDIX F - "FORM OF CONTINUING DISCLOSURE CERTIFICATE" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Obligations and shall execute and deliver to the Issuer at Closing (as defined herein) an "issue price" or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and

Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Obligations (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Obligation Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Obligations. [If at that time the 10% test has not been satisfied as to any maturity of the Obligations, the Underwriter agrees to promptly report to the Issuer the prices at which Obligations of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Obligations of that maturity have been sold or (ii) the 10% test has been satisfied as to the Obligations of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Special Counsel.] For purposes of this Section, if Obligations mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Obligations. All actions to be taken by the Issuer under this Section to establish the issue price of the Obligations may be taken on behalf of the Issuer by the Issuer's financial advisor and any notice or report to be provided to the Issuer may be provided to the Issuer's financial advisor.

[(c) The Underwriter confirms that the Underwriter has offered the Obligations to the public on or before the date of this Obligation Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Obligation Purchase Agreement, the maturities, if any, of the Obligations for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Obligations, the Underwriter will neither offer nor sell unsold Obligations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Obligations to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Obligations to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in

each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Obligations to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Obligations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.

[(e)][(f)] The Underwriter acknowledges that sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Obligations to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the public),

(iii) a purchaser of any of the Obligations is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding

stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Obligation Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to cause the sale, execution and delivery of the Obligations to the Underwriter pursuant to the Resolution and the Trust Agreement, to pledge the revenues from the Excise Taxes and the State Shared Revenues pursuant to the Purchase Agreement and to execute, deliver and perform its obligations, as the case may be, under this Obligation Purchase Agreement, the Purchase Agreement, the Trust Agreement, the Undertaking, a Depository Trust Agreement, to be dated as of _____ 1, 2025 (the "Depository Trust Agreement"), by and between the Issuer and the Trustee, in its separate capacity as depository trustee (collectively, the "Issuer Documents"), and the Obligations, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, sale, execution and delivery of the Obligations upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Mayor and Council of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Issuer Documents and the Obligations conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Obligations, when duly executed and authenticated in accordance with the Trust Agreement and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Purchase Agreement and the Trust Agreement and secured by a legally valid and binding pledge and lien on, and payable from, revenues from Excise Taxes and State Shared Revenues as described in the Purchase Agreement, subject to applicable Creditors' Rights Laws (as defined herein).

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by

application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Resolution, the sale and execution and delivery of the Obligations and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Obligations for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in

the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2024, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2024, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an

amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the sale or execution and delivery of any of the Obligations, or the levy, collection, pledge and/or payment, as applicable, of revenues from Excise Taxes and State Shared Revenues as described in the Purchase Agreement; (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Resolution or any provision thereof or the application of the proceeds of the Obligations; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Obligations.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(q) The Issuer has not granted a lien on, made a pledge of or agreed to apply revenues from Excise Taxes and State Shared Revenues and other moneys payable pursuant to the Purchase Agreement except as provided or permitted in the Purchase Agreement or as described in the Official Statement.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Obligations.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that the Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Obligation Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or

organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING. The date of the payment for and delivery of the Obligations (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Obligations herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on _____, 2025, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Special Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Obligations, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Obligations, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer, and (ii) the Issuer shall deliver or cause to be delivered the Obligations to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Obligations shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Obligation Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Obligation Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Resolution, the Obligations and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Resolution, the Obligations, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Obligation Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Obligations, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Resolution, the Obligations, the Issuer Documents, revenues from Excise Taxes or State Shared Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Obligations.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the execution and delivery of the Obligations, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion of Special Counsel relating to the Obligations, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Special Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;

(iii) The opinion of counsel to the Issuer, addressed to the Underwriter and Special Counsel, dated the Closing Date, and substantially in the form of Exhibit C attached hereto;

(iv) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(v) A certificate, dated the Closing Date, signed by an authorized officer of the Issuer to the effect that: (A) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (B) the Obligations and the Issuer Documents have been duly authorized and executed and are in full force and effect; (C) except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the execution and delivery of the Obligations, (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations, the validity of the Obligations, the Resolution or any Issuer Document or the levy,

collection and pledge, as applicable, of revenues from Excise Taxes and State Shared Revenues imposed and levied or to be imposed and levied to pay all the Payments, or the imposition thereof, (iii) in any way contesting the creation, existence or powers of the Issuer or the application of the proceeds of the Obligations, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Obligations or any Issuer Document; (D) no authority or proceedings for the execution and delivery of the Obligations has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Obligations has been filed with or received by such authorized officer; (E) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC and the information under the heading "UNDERWRITING"; (F) the financial statements of the Issuer as of June 30, 2024, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; (G) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2024, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer, and the Issuer has not incurred since June 30, 2024, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement; and (H) the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing;

(vi) A certificate, dated the Closing Date, signed by an authorized officer of the Trustee to the effect that: (A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Purchase Agreement, the Trust Agreement and the Depository Trust Agreement (collectively for purposes of this paragraph, the "Trustee Documents") and to

authenticate, execute and deliver the Obligations to the Underwriter; (B) the Trustee is duly authorized to enter into the Trustee Documents and to authenticate, execute and deliver the Obligations to the Underwriter pursuant to the Trust Agreement; (C) when delivered to and paid for by the Underwriter at the Closing, the Obligations will have been duly authenticated, executed and delivered by the Trustee; (D) the execution and delivery of the Trustee Documents and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Trustee Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trustee Documents under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trustee Documents; and (E) to the best knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Obligations or the collection of revenues to be applied to pay the principal and interest with respect to the Obligations, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Trustee Documents, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trustee Documents or the power and authority of the Trustee to enter into and perform its duties under the Trustee Documents and to authenticate, execute and deliver the Obligations to or upon the order of the Underwriter;

(vii) Executed or certified copies of each of the Issuer Documents;

(viii) A tax certificate of the Issuer, in form satisfactory to Special Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(ix) A certified copy of the Resolution;

(x) Specimen Obligations;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(xii) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC and Fitch Ratings, Inc. have issued ratings for the Obligations of "__" and "__," respectively (together, the "Ratings"), and that the Ratings are then in effect;

(xiii) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xiv) Evidence that a Form 8038-G relating to the Obligations has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xv) a verification report from _____ (the "Verification Agent") with respect to the matters described in the Official Statement under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS";

(xvi) Such opinions of counsel as are required in connection with the prepayment of the Obligations Being Refunded, pursuant to terms of the applicable controlling documents for the Obligations Being Refunded;

(xvii) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xviii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Special Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

9. TERMINATION. If the Issuer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Obligation Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Obligation Purchase Agreement, this Obligation Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Obligation Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Obligations, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Obligations, or the ability of the Underwriter to enforce contracts for the sale of the Obligations, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Obligations; or

(B) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for

securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Obligations, the Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(F) any rating on securities of the Issuer secured by a pledge of revenues from Excise Taxes and State Shared Revenues on a parity with the pledge of such amounts to be made for the Payments is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Obligations or the ability of the Underwriter to enforce contracts for the sale of the Obligations; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in securities settlement, payment or clearance services affecting the Obligations shall have occurred; or

(v) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the offering, sale or execution and delivery of the Obligations, including the underlying obligations as contemplated by this Obligation Purchase Agreement or by the Official Statement, or any document relating to the offering, sale or execution and delivery of the Obligations, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act; or

(vii) United States Treasury Certificate of Indebtedness, Notes or Bonds-State and Local Government Series or acceptable open market securities shall be unavailable for purchase and/or delivery in the amounts, maturities and prices or yields required pursuant to the Depository Trust Agreement.

(b) Upon the occurrence of a Termination Event and the termination of this Obligation Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Obligation Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting

period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Obligations are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Obligations are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Obligations or from other funds of the Issuer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Obligations; (iii) the fees and expenses of the Issuer, the Trustee, the financial advisor to the Issuer, Special Counsel, counsel to the Underwriter, the Verification Agent and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Obligations; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Obligations, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Obligations. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Obligations at Closing as further described in the closing memorandum relating to the Obligations.

(b) If the Obligations are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Obligations the discount of the Underwriter or the purchase price paid for the Obligations shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Obligations for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Obligations and all other expenses incurred by it in connection with its public offering and distribution of the Obligations, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Obligations, this Obligation Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Obligations for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Obligation Purchase Agreement may be given by delivering the same in writing to City of Buckeye, Arizona, 530 E. Monroe Avenue, Buckeye, Arizona 85326, Attention: Chief Financial Officer, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: B. Mark Reader, Managing Director

15. BENEFIT. This Obligation Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Obligation Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Obligations hereunder; or (iii) any termination of this Obligation Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Obligation Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS OBLIGATION PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS OBLIGATION PURCHASE AGREEMENT OR THE TRANSACTIONS

CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Obligation Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Obligation Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Obligation Purchase Agreement. The parties to this Obligation Purchase Agreement declared they would have executed this Obligation Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Obligation Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Obligation Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Obligation Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Obligation Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Obligation Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Obligation Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Obligation Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED THIS ..... DAY OF
….....….. 2025 at …..….. P.M.

CITY OF BUCKEYE, ARIZONA

By.....

Printed Name: .....

Title: .....

[Signature page to Obligation Purchase Agreement]

SCHEDULE

$____,000
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 1, 20__.

Optional Redemption. The Obligations maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Obligation redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Obligations maturing on July 1, 20____ will be redeemed on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Obligations Maturing July 1, 20__

Redemption Date (July 1)	Principal Amount
(stated maturity date)	

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$____,000
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Obligations").

1. Obligation Purchase Agreement. On _____, 2025 (the "Sale Date"), Stifel and the City of Buckeye, Arizona (the "Issuer") executed an Obligation Purchase Agreement (the "Purchase Contract") in connection with the sale of the Obligations. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Obligations, the first price or prices at which at least 10% of [each] such Maturity of the Obligations was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Obligations:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Obligations of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Obligations of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Obligations, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Obligations to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Obligations, it would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Obligations at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Obligations listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means the City of Buckeye, Arizona.

(d) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is [_____, 2025].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Obligations.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 1)	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Obligations is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

$____,000
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Obligations").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Obligations to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Obligations, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means the City of Buckeye, Arizona.

(b) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Obligations to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Obligations.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF SPECIAL COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Re: City of Buckeye, Arizona Excise Tax Revenue Refunding Obligations, Series 2025

WE HAVE ACTED as Special Counsel to the City of Buckeye, Arizona (hereinafter referred to as the "City") in connection with the execution and delivery this date of Excise Tax Revenue Refunding Obligations, Series 2025, in the aggregate principal amount of $____,000 (hereinafter referred to as the "Obligations") and otherwise as counsel to the City including for purposes relating to the execution and delivery of the "Purchase Agreement" as such term is defined in the hereinafter described Obligation Purchase Agreement. The Obligations (i) are executed and delivered under the Resolution (as such term is defined in the Obligation Purchase Agreement); (ii) are described in an Official Statement, dated _____, 2025 (hereinafter referred to as the "Official Statement"); and (iii) are being sold pursuant to an Obligation Purchase Agreement, dated _____, 2025 (hereinafter referred to as the "Obligation Purchase Agreement"), by and between the City and Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"). You may rely on our opinion as Special Counsel, dated of even date herewith, with regard to the Obligations as if addressed to you.

IN OUR CAPACITY as Special Counsel, and as counsel as described hereinabove to the City, we have examined and relied upon:

(i) An executed copy of the Purchase Agreement;

(ii) An executed copy of the Obligation Purchase Agreement;

(iii) An executed copy of the Official Statement;

(iv) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Obligation Purchase Agreement);

(v) An executed copy of the Trust Agreement, dated as of _____ 1, 2025 (hereinafter referred to as the "Trust Agreement"), by and between the City and _____, as trustee (hereinafter referred to as the "Trustee");

(vi) An executed copy of the Depository Trust Agreement, dated as of _____ 1, 2025 (hereinafter referred to as the "Depository Trust Agreement"), by and between the City and _____, as depository trustee;

(vii) An executed copy of the Letter of Representations to The Depository Trust Company (hereinafter referred to as the "DTC Letter");

(viii) An executed copy of the Continuing Disclosure Certificate, dated of even date herewith (collectively with the Obligation Purchase Agreement, the Purchase Agreement, the Trust Agreement, the Depository Trust Agreement and the DTC Letter hereinafter referred to as the "City Documents");

(ix) Such other agreements, certificates (including particularly, but not by way of limitation, a certificate of the Mayor, the City Clerk and the Chief Financial Officer of the City, dated of even date herewith), opinions (including particularly, but not by way of limitation, an opinion of the City Attorney, dated of even date herewith), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Obligations, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(ix) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the City in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the City, the Underwriter and the Trustee relating to the Official Statement and the City Documents.

WE ARE OF THE OPINION, based upon the foregoing and subject to the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The City is duly incorporated and validly existing as a municipal corporation and political subdivision under the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder to adopt the Resolution and to enter into and perform its covenants and agreements under the Resolution and the City Documents; to approve and authorize the use, distribution and execution, as applicable, of the Official Statement and to carry out and consummate all other transactions contemplated by the Resolution, the Official Statement and the City Documents.

2. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations), is required in connection with the adoption by the City of the Resolution or the

authorization, execution and delivery and performance, as applicable, by City of the City Documents and the Obligations and the consummation of the transactions contemplated by the Obligations and the City Documents, provided that we express no opinion on any action required under state securities or "blue sky" laws with respect to the Obligations and the adoption of the Resolution and the execution and delivery by the City of the City Documents and compliance with the provisions of the Resolution and of each of such instruments do not and shall not conflict with or violate any federal or Arizona constitutional or statutory provision.

3. The City has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution and delivery of, and the performance of its obligations under, the City Documents and the Obligations; (ii) the execution, use and distribution of the Preliminary Official Statement, dated _____, 2025 (hereinafter referred to as the "Preliminary Official Statement"), and the Official Statement; and (iii) the taking of the actions required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the City Documents and the Obligations. The City has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents, and the Resolution is fully effective under and pursuant to the laws of the State of Arizona and is not subject to referendum.

4. The City Documents have been duly authorized, executed and delivered by the City and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the City enforceable in accordance with their terms.

5. The adoption and approval of the Resolution, the authorization, execution and delivery of the City Documents and the authorization, execution and delivery and sale of the Obligations and compliance with the respective provisions thereof under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, ordinance, administrative regulation, court order or consent decree to which the City is subject.

6. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover page thereof, under the headings "INTRODUCTORY STATEMENT," "THE OBLIGATIONS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "TAX EXEMPTION," "LEGAL MATTERS" and "CONTINUING DISCLOSURE" (except for any statements concerning compliance by the City with existing continuing disclosure obligations) therein and in APPENDIX D – "SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS," APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" thereto, insofar as such information purports to summarize certain provisions of the Obligations, the Resolution, the City Documents, and federal law and the laws of the State of Arizona, presents a fair and accurate summary of the information which it purports to summarize and the information under the heading "RELATIONSHIP AMONG PARTIES" relating to Special Counsel is correct in all material respects. Otherwise, in connection with our participation in the transaction relating to the Obligations as Special Counsel,

we have had no part in the preparation of the information appearing in the Preliminary Official Statement or the Official Statement with respect to the City. In connection with our participation in the preparation of the Preliminary Official Statement and the Official Statement and except as indicated hereinabove, we have not undertaken to determine independently the accuracy, completeness or fairness of the information contained therein. However, on the basis of our participation as Special Counsel in the transaction relating to the Obligations, nothing has come to our attention to lead us to believe that the Preliminary Official Statement or the Official Statement (except for the financial statements and notes thereto and the schedules and other financial or statistical data included therein and in the appendices thereto, as to which we express no opinion) contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

7. It is not necessary in connection with the sale and execution and delivery of the Obligations to the public to register the Obligations under the Securities Act of 1933, as amended, or to qualify the Resolution or the Trust Agreement under the Trust Indenture Act of 1939, as amended.

8. There is no legal requirement to record, re-record, file or re-file any instrument in order to create, perfect, protect and maintain the enforceability of any pledge, lien or security interest granted or assigned by the Trust Agreement.

Notwithstanding the foregoing, the enforceability of the Obligations by the Underwriter, as the owner of the Obligations, and the validity and enforceability of the Obligation Purchase Agreement is subject to all applicable laws regarding conflicts of interest, and we express no opinion with respect to the impact of any such laws on the enforceability of the Obligations by the Underwriter, as owner of the Obligations or the validity or enforceability of the Obligation Purchase Agreement.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE ISSUER

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Gust Rosenfeld P.L.C.
Phoenix, Arizona

Re: City of Buckeye, Arizona Excise Tax Revenue Refunding Obligations, Series 2025

I hold the office of City Attorney of the City of Buckeye, Arizona (the "City"), and in that capacity render this opinion pursuant to the Obligation Purchase Agreement, dated _____, 2025 (the "Purchase Contract"), with respect to the captioned Obligations. (The capitalized terms used in this opinion and not otherwise defined herein have the meaning ascribed to them in the Purchase Contract.)

I have examined the transcript of proceedings (the "Transcript") relating to the execution and delivery of the Obligations, including originals or copies, certified or otherwise identified to my satisfaction, of the included documents, resolutions, instruments, records, certificates and opinions, and have reviewed laws and information and have made investigations, as I have considered necessary or appropriate for the purpose of rendering this opinion. In such examination of the Transcript, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity to the original documents of all documents submitted to me as copies. As to any facts material to this opinion, I have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

Based upon such examination, I am of the opinion that, pursuant to the law existing on the date of this opinion:

1. The City is duly organized and validly incorporated as a municipal corporation in accordance with the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder to enter into and perform its agreements in accordance with the Resolution and its covenants and agreements pursuant to the Issuer Documents.

2. The Resolution has been duly adopted and approved by the Mayor and Council of the City in conformance with the applicable open meeting and other laws and ordinances of the City and the State of Arizona.

3. The Issuer Documents have been duly authorized and validly executed and delivered by the City, and the distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City.

4. The adoption and approval of the Resolution, the authorization, execution and delivery of the Issuer Documents and compliance with the respective provisions thereof under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or of any existing law, administrative regulation, court order or consent decree to which the City, or any of its property, is subject.

5. There are no lawsuits or proceedings by or before any court, governmental agency, public board or body, pending or, to the best of my knowledge, threatened against the City (a) that in any way question (i) the validity and the proper authorization, approval and execution of any of the Issuer Documents, (ii) the validity and proper approval and adoption of the Resolution, (iii) the authority of the City or its officials to enter into any of the Issuer Documents, to make the Payments or to perform its obligations under such documents or the Resolution or the pledge of revenues from Excise Taxes and State Shared Revenues (each as defined in the Issuer Documents) and to carry out the transactions contemplated thereby, or (b) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Resolution, the Obligations, any of the Issuer Documents or the Official Statement, or would in any way adversely affect the validity or enforceability of the Obligations, the Resolution, any of the Issuer Documents or of any other instruments required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement, or that, individually or collectively, would have a material adverse effect on the financial condition of the City or impair the City's ability to comply with all of its duties under the Resolution, or (c) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement.

6. The statements in the Preliminary Official Statement and the Official Statement under the heading "LITIGATION" are true and correct in all material respects and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

CITY OF BUCKEYE, ARIZONA

$[_____]
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025
(CUSIP Base No. 118087)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Buckeye, Arizona (the "*City*") in connection with the execution and delivery of $[_____] aggregate principal amount of Excise Tax Revenue Refunding Obligations, Series 2025 (the "*Obligations*"). The Obligations are being executed and delivered pursuant to a Trust Agreement, dated as of [_____ 1, 2025] (the "*Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

"*Dissemination Agent*" shall mean the City, or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2025], relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

"*Purchase Agreement*" means the Purchase Agreement, dated as of [_____ 1, 2025], by and between the City and the Trustee.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized securities law counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2026, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements

within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the Official Statement in [TABLE 4] – Historical and Budgeted Excise Taxes and State Shared Revenues Collections (actual results for most recently completed fiscal year only).

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Beneficial Owners, if material;
(viii) Obligation calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Beneficial Owner, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Beneficial Owner, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Beneficial Owner may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter or Special Counsel.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, and shall create no rights in any other person or entity.

Section 14. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated [_____, 2025].

CITY OF BUCKEYE, ARIZONA

By _____
Mayor

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $[_____] Excise Tax Revenue Refunding Obligations, Series 2025
Dated Date of Obligations: [_____, 2025] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2025]. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $[_____] Excise Tax Revenue Refunding Obligations, Series 2025
Dated Date of Obligations: [_____, 2025] Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2025], with respect to the above-named Obligations. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Buckeye, Arizona
By_____
Its _____

PURCHASE AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Seller

and

CITY OF BUCKEYE, ARIZONA,
as Purchaser

Dated as of [_____ 1, 2025]

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated as of [_____ 1, 2025] (this "*Agreement*"), by and between the **CITY OF BUCKEYE, ARIZONA**, a municipal corporation under the laws of the State of Arizona (the "*City*"), as purchaser hereunder, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association (the "*Trustee*"), in its capacity as trustee under the Trust Agreement, dated as of even date herewith (the "*Trust Agreement*"), by and between the Trustee and the City, but in its separate capacity as seller hereunder,

RECITALS:

WHEREAS, the City previously caused the execution and delivery of $51,260,000 aggregate principal amount of its Excise Tax Revenue Obligations, Series 2015 (the "*2015 Obligations*"), pursuant to a Trust Agreement, dated as of July 1, 2015 (the "*2015 Trust Agreement*"), by and between the City and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association) (the "*Prior Trustee*") to finance the acquisition, construction and installation of various water systems, facilities and improvements of the City (the "*Prior Project*"); and

WHEREAS, there are outstanding $[46,580,000] aggregate principal amount of the 2015 Obligations, which represent participating interests in payments to be made by the City to the Prior Trustee pursuant to an Agreement dated as of July 1, 2015, between the City and the Prior Trustee, as payee (the "*2015 Agreement*"); and

WHEREAS, the City now desires to refinance and prepay certain payments due pursuant to the 2015 Agreement and to redeem in advance of maturity certain maturities of the 2015 Obligations (collectively, the "*Obligations Being Refunded*"); and

WHEREAS, the City has caused the refunding of the Obligations Being Refunded as provided for in the Trust Agreement, by authorizing the execution and delivery of the City's Excise Tax Revenue Refunding Obligations, Series 2025 (the "*Obligations*") to be executed and delivered pursuant to the Trust Agreement; and

WHEREAS, the Trustee will execute and deliver the Obligations and, at the direction of the City, use the proceeds of the Obligations to prepay the above-mentioned payments and thereby refund the Obligations Being Refunded and redeem them in advance of maturity, and the City shall have no further obligation to provide funds to pay costs and expenses attendant thereto.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

Section 1. **Definitions**. All terms not otherwise defined in this Agreement are as defined in the Trust Agreement.

Section 2. **Term and Payments**.

(a) For the purpose of refinancing certain payments due pursuant to the 2015 Agreement, the City hereby sells and conveys any interests it has in the Prior Project to the Trustee and the Trustee hereby resells to the City and the City hereby repurchases from Trustee that portion of the Prior Project that is being refinanced by this Agreement as further described in the Trust Agreement. The foregoing does not affect the non-refinanced portions of the Prior Project.

(b) As the purchase price, the City shall pay the Payments to the Trustee on the dates and in the amounts set forth in the *Schedule* hereto. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a "*net purchase agreement*," and the Payments shall be an absolute net return to the Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein. The City shall also pay all amounts necessary for compliance with the Continuing Disclosure Undertaking. The City shall also pay to the Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 12(b)(ii). The City shall receive a credit against amounts so due, equal to any amounts held in the Payment Fund in excess of the amount then required to be in the Payment Fund. If the balance available in the Payment Fund after a Payment is insufficient to make the next required payments of principal and interest due on the Obligations on the next date for payment thereof, the City shall pay any such deficiency in sufficient time to prevent default in the payment of principal of or interest on the Obligations falling due on such date.

(c) The obligation of the City to pay the amounts described in paragraph (b) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the payments described in paragraph (b) hereof (including the Payments) shall have been fully paid or provided for, the City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof, and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Prior Project or the taking by *eminent domain* of title to or temporary use of any or all of the Prior Project, commercial frustration of purpose, abandonment of the Prior Project by the City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release the Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained, and, in the event the Trustee shall fail to perform any such agreements on its part, the City may institute such action against the Trustee as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this paragraph.

(d) Any of the payments described in paragraph (b) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to the Trustee shall be paid by the means specified by the Trustee in writing to the City.

Section 3. <u>Pledge; Limited Obligations</u>.

(a) Revenues from Excise Taxes and State Shared Revenues are hereby pledged by the City to the payment of all amounts described in Section 2(b) hereof (including the Payments), and such amounts shall be secured by a paramount and first lien on and pledge of revenues from Excise Taxes and State Shared Revenues, on parity with the pledge and lien hereby granted by the City for the payment and security of the 2015 Agreement, the 2016 Agreement, the 2024A Agreement and any additional Parity Obligations hereafter incurred. The City shall make said payments from revenues from Excise Taxes and State Shared Revenues (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes and State Shared Revenues or security therefor.

(b) The City shall remit to the Trustee from revenues from Excise Taxes and State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of the City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from revenues from Excise Taxes and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) The City may, at the sole option of the City, make payments due pursuant to Section 2 hereof from its other funds as permitted by law and as the City shall determine from time to time, but the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by the City or from bonds or other obligations, the payment of which the City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 4. <u>Surplus and Deficiency of Revenues From Excise Taxes and State Shared Revenues</u>. Revenues from Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of obligations to which revenues from Excise Taxes and State

Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from revenues from Excise Taxes and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the 2015 Agreement, the 2016 Agreement, the 2024A Agreement, this Agreement and any additional Parity Obligations hereafter incurred, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 5. **Additional Parity Obligations**. Additional Parity Obligations may be incurred but only if revenues from Excise Taxes and State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed Fiscal Year, shall have amounted to at least two times the Maximum Annual Debt Service.

Section 6. **City Control over Revenue Collection**.

(a) To the extent permitted by applicable law, Excise Taxes shall be retained and maintained so that revenues from Excise Taxes and State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed Fiscal Year, shall have been equal to at least two times the Annual Debt Service for the current Fiscal Year. If revenues from Excise Taxes and State Shared Revenues for any such Fiscal Year shall not have been equal to at least two times the Annual Debt Service for the current Fiscal Year or if at any time it appears that revenues from Excise Taxes and State Shared Revenues will not be sufficient to meet such requirements, the City shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) revenues from Excise Taxes and State Shared Revenues will be sufficient to meet all current requirements hereunder, and (ii) revenues from Excise Taxes and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

(b) The amount of State Shared Revenues is determined by provisions of the Arizona Revised Statutes and the City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State Shared Revenues to provide for the payment of the amounts due hereunder or under any other Parity Obligations.

(c) The special fund previously established by the City and designated as City of Buckeye Excise Tax Fund is hereby expanded to provide for the purposes of this Agreement and, after paying therefrom amounts for the purposes described in the Parity Obligations and herein, such fund may be reduced to zero, including by transferring any such balance to the General Fund of City.

Section 7. **Representations, Warranties and Covenants**.

(a) The City represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms, and has been duly authorized, executed and delivered by the City; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds that are legally available for such purposes.

(b) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, the Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the Prior Project. All such risks shall be borne by the City without in any way excusing the City from its obligations under this Agreement and the Trustee shall not be liable to the City for any damages on account of such risks. Except with respect to any acts by the Trustee which are not undertaken either (i) at the City's request, or (ii) with the City's prior approval, the City agrees to waive all claims against the Trustee relating to the Prior Project.

Section 8. **Providing for Payment**. The City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 2 hereof or on a date on which it can be prepaid; or

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date, or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations that are noncallable, in such amount as shall be certified to the Trustee and the City, by a national firm of certified public accountants acceptable to the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a redemption of Obligations, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial redemption of Obligations from the proceeds of such Payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

Section 9. **Term of Agreement**. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 8 hereof, upon full payment or provision for payment and in consideration of the timely payment of all the amounts described in Section 2(b) hereof (including the Payments) and provided that the City has performed all the covenants and agreements required by the City to be performed, this Agreement shall cease and expire. The obligations of the City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and the City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that the City shall be credited with any amount received by the Trustee pursuant to actions brought under the next Section hereof.

Section 10. **Default; Remedies Upon Default**.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 2(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by the City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the 2015 Agreement, the 2016 Agreement, the 2024A Agreement or any additional Parity Obligations hereafter incurred or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Section 2(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal of or interest on the 2015 Agreement, the 2016 Agreement, the 2024A Agreement or any additional Parity Obligations hereafter incurred on their due dates, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within 60 days after notice in writing from the Trustee specifying such default, and (C) in the case of any other default under 2015 Agreement, the 2016 Agreement, the 2024A Agreement or any additional Parity Obligations hereafter incurred after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by the City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of the City under the Trust Agreement or this Agreement, and with respect to revenues from Excise Taxes and State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of revenues from Excise Taxes and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and the City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of the Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by the Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of the Trustee to insist upon a strict compliance by the City with all the covenants and conditions hereof. The City shall, upon not less than 10 days' prior request by the Trustee, execute, acknowledge and deliver to the Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) The Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until the Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by the City properly specifying wherein the Trustee has failed to perform any such obligation. No default by the Trustee shall relieve the City of its obligations to make the various payments herein required, so long as any of the Obligations remain outstanding; however, the City may exercise any other remedy available at law or in equity to require the Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to the Trustee under the Trust Agreement.

Section 11. <u>Assignment</u>.

(a) Except as otherwise provided herein, the City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest in and to this Agreement and all payments of any kind due or which become due to the Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 12. <u>Federal Law Provisions</u>.

(a) (i) As described in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Obligations or of the Prior Project shall be made, permitted to be made or omitted from being made which would cause the Obligations to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligations.

Particularly, the City shall continue to be the owner of the Prior Project for federal income tax purposes. The City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Prior Project unless the management or service contract complies with the requirements of such authority as may control at the time, or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Prior Project. Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury. The City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in subsection (b) and the Tax Certificate) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, the City shall, and the appropriate officials of the City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) (A) The City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event the City receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under hereinafter described Regulations Section 1.148-3(h) with respect to the Code.

(iii) Written procedures have been established for the City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of Section 148 of the Code relating to arbitrage, with which the City will comply.

(b) (i) Undefined terms used in this Subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception is available to the satisfaction of a City Representative, within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Subsection shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsections (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (e.g., a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) The City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by the City to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code with respect to the Obligations.

(c) The City shall comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, provided that such costs of compliance shall be payable solely from revenues from Excise Taxes and State Shared Revenues. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default; however, the Trustee may (and, at the request of the original purchaser of the Obligations or the owners of at least 25% aggregate principal amount in outstanding Obligations and receipt of indemnity to its satisfaction, shall) take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

(d) The Trustee has no duty or obligations under this Section and has no duty to monitor compliance by the City with this Section.

Section 13. <u>Covenant as to Conflict of Interest; Other Statutory Restrictions</u>.

(a) To the extent applicable by provision of law, the Trustee acknowledges that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended, the provisions of which are incorporated herein and which provides that the City may within three years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City within three years from the execution of this Agreement, unless a waiver of A.R.S. § 38-511, as amended, is provided by the City. No basis exists for the City to cancel this Agreement pursuant to A.R.S. § 38-511, as amended, as of the date hereof.

(b) To the extent applicable under A.R.S. § 41-4401, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "E-Verify" requirements under A.R.S. § 23-214(A), as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the City. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its rights to keep such papers and records confidential.

(c) To the extent applicable under A.R.S. §§ 35-393 *et seq*., as amended, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. § 35-393, as amended. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may remove the Trustee hereunder as provided by law.

(d) To the extent applicable under A.R.S. § 35-394, as amended, the Trustee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China, (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (iii) 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 foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this Agreement. If the Trustee becomes aware during the duration of this Agreement that it is not in compliance with such certification, the Trustee shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VII of the Trust Agreement.

Section 14. <u>Miscellaneous</u>.

(a) No covenant or obligation herein to be performed by the City may be waived except by the written consent of the Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Trustee from invoking such remedy at any later time prior to the cure by the City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered

or changed in any respect except by a written document signed by both the Trustee and the City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of the Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Trustee:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as seller

By_____
Authorized Representative

City:

CITY OF BUCKEYE, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By_____
Mayor

ATTEST:

_____
City Clerk

6456995.3

[Signature page to Purchase Agreement]

SCHEDULE

Payment Date	Principal	Interest	Total Payment
07/01/2025	$ [_____]	$ [_____]	$ [_____]
01/01/2026			
07/01/2026			
01/01/2027			
07/01/2027			
01/01/2028			
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07/01/2043			
01/01/2044			
07/01/2044			
01/01/2045			
07/01/2045			
TOTAL			

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of [_____ 1, 2025], by and [among] the **CITY OF BUCKEYE, ARIZONA** (the "*City*"), **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the "*Depository Trustee*"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (as successor in interest to U.S. Bank National Association), a national banking association authorized to do trust business in the State of Arizona, and as trustee of the hereinafter defined Obligations Being Refunded (the "*Refunded Trustee*");

W I T N E S S E T H:

WHEREAS, the following obligations of the City have been executed and delivered and are currently outstanding (the "*Obligations Being Refunded*"):

CUSIP (Base No. 118087)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a Percentage of Principal)
BT1	07/14/15	City of Buckeye, Arizona	$ 1,385,000	2026	$ 1,385,000	2025	100%
BU8		Excise Tax Revenue	1,455,000	2027	1,455,000	2025	100
BV6		Obligations, Series 2015	1,530,000	2028	1,530,000	2025	100
BW4			1,605,000	2029	1,605,000	2025	100
BX2			1,685,000	2030	1,685,000	2025	100
BY0			9,640,000	2035*	9,640,000	2025	100
CA1			4,560,000	2037*	4,560,000	2025	100
CB9			16,690,000	2043*	16,690,000	2025	100

*Term Obligation.

; and

WHEREAS, the Refunded Trustee is the trustee, bond registrar and paying agent for the Obligations Being Refunded; and

WHEREAS, by a resolution adopted on March 18, 2025 (the "*Resolution*"), the Mayor and Council of the City authorized the execution, sale and delivery of [$_____] in aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2025 (the "*Obligations*"); and

WHEREAS, the Obligations were executed and delivered to refund in advance of maturity the Obligations Being Refunded and to pay the delivery costs of the Obligations; and

WHEREAS, the Resolution and that certain Trust Agreement dated as of [_____ 1, 2025], (the "*Trust Agreement*") between the City and the Depository Trustee, in its separate capacity as trustee under the Trust Agreement, authorizes and directs the City and the Depository Trustee to enter into an irrevocable trust agreement for the safekeeping and handling of the moneys and securities to be held in trust to prepay and refinance the Obligations Being Refunded in advance of maturity; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit the following amounts to refund the Obligations Being Refunded:

Obligation Proceeds	$[_____]
[Net Premium]	[_____]
Less: Underwriter's Discount	([_____])
Less: Deposit to Delivery Costs Fund held by the Trustee	([_____])
TOTAL	$[_____]

Such proceeds of the Obligations shall be applied as follows: [_____] shall be deposited to the Trust Account (as defined herein) to currently refund and provide for the payment of principal and interest on the Obligations Being Refunded on July 1, 2025.

Section 2. **Trust Account**. The Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee from the City hereunder in an irrevocable, segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Obligations Being Refunded until transfer to the Refunded Trustee for final payment thereof.

Section 3. **Government Obligations**. On the date of initial delivery of the Obligations, the Depository Trustee shall invest the proceeds of the Obligations deposited in the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: $[_____] shall be applied to create a portfolio of Government Obligations as described in *Exhibit A* attached hereto and $[___] will be held uninvested as an initial cash balance in the Trust Account, all to refund the Obligations Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall

keep accurate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. **Code Provisions**. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery of this Agreement, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Obligations and the Obligations Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be transferred to the Refunded Trustee to be used to pay principal of or interest on the Obligations Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Obligations of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Obligations), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery of this Agreement, if a Government Obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Government Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds--State and Local Government Series which yield no more than the yield on the Bonds.

(d) Notwithstanding the foregoing, and subject to the provisions of Section 5 hereof, any amounts held in the Trust Account may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of nationally recognized bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Obligations Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Obligations or the Obligations Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations, if any, prior to the date such amounts are to be transferred to the Refunded Trustee to be used to make payments on the Obligations Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Obligations Being Refunded based on the debt service schedules described in Section 7 hereof, may be withdrawn from the Trust Account and returned to the City and applied for the benefit of the City in accordance with applicable law.

(f) Notwithstanding anything to the contrary herein, the Trustee shall have no responsibility with respect to compliance by the City with the Code or the covenants in this Section 4 regarding yields on investments or for determining whether the yield on any investments made in accordance with this Agreement would cause, or whether any other facts exist which would cause, the Obligations Being Refunded to become arbitrage bonds under Section 148 of the Code.

Section 5. **Investment Instructions**. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Account in connection with such sale or redemption in Government Obligations only upon receipt of written instructions from the Chief Financial Officer of the City (the "*CFO*") to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Obligations Being Refunded or the Obligations to be included in gross income for federal income tax purposes and will not cause the Obligations Being Refunded or the Obligations to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the City to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally-recognized certified public accountant or firm of certified public accountants selected by the City verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the CFO's instructions, to pay, when due, the principal of and interest on the Obligations Being Refunded as the same become due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment, any amounts not needed in the Trust Account to provide for payment of the Obligations Being Refunded, as shown by the accountant's report discussed above may be withdrawn from the Trust Account and returned to the CFO and applied for the benefit of the City in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Obligations are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3. If the Depository Trustee shall not receive any of the Government Obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are

substituted. (The Depository Trustee may rely upon a report of an independent firm of certified public accountants that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities that the Substitute Escrow Securities replaced.

Section 6. **Moneys Not Invested**. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. **Timely Payments**. The Depository Trustee shall make timely payments from the Trust Account to the Refunded Trustee in the amounts and on the dates sufficient to pay principal and interest coming due on the Obligations Being Refunded. Unless otherwise directed by the CFO, in order to determine the amounts and the dates on which principal and interest is due on the Obligations Being Refunded, the Depository Trustee may rely upon the debt service schedules with respect to the Obligations Being Refunded as such debt service schedules appear in the verification report prepared by [_____], a firm of certified public accountants, in connection with the execution and delivery of the Obligations. The Depository Trustee has no duty or obligation to determine the sufficiency of such verification report.

Section 8. **Notices**.

(a) The Refunded Trustee shall mail by first class mail, postage prepaid, a notice of refunding of the Obligations Being Refunded in substantially the form attached hereto as *Exhibit B* to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system ("*EMMA*").

(b) The City hereby irrevocably instructs the Depository Trustee that the Obligations Being Refunded shall be redeemed by the Depository Trustee on July 1, [2025]. Not less than 30 days prior to the date set for redemption, the Refunded Trustee shall mail by first class mail, postage prepaid to each owner of the Obligations Being Refunded and send via telecopy or through other electronic means to The Depository Trust Company, a notice of redemption of the Obligations Being Refunded in substantially the form of *Exhibit C* attached hereto. Additionally, the Refunded Trustee shall send a notice of the redemption of the Obligations Being Refunded to the MSRB by the method required by the MSRB, currently through EMMA.

(c) The City agrees to pay the expenses of the Refunded Trustee in giving all notices required hereunder pursuant to the trust indenture relative to the Obligations Being Refunded. The Depository Trustee shall not have any liability to any party in connection with any failure to timely file such notices of refunding and redemption with the MSRB via EMMA, and the sole remedy available shall be an action by the holders of the Obligations Being Refunded in mandamus for specific performance or similar remedy to compel performance.

Section 9. **Insufficient Funds**. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Obligations Being Refunded as the same becomes due based on the debt service schedules described in Section 7 hereof, or for the payment of

the fees and expenses of the Depository Trustee or the Refunded Trustee, the Depository Trustee shall promptly notify the City of such deficiency and the City shall immediately deposit sufficient funds with the Depository Trustee. The Depository Trustee shall have no liability for any such deficiency.

Section 10. **Depository Trustee Fees**. For services hereunder, the Depository Trustee shall be entitled to the Depository Trustee's fees in the amount of $[____] being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and prepayment of the annual Depository Trustee's fees for services hereunder during the term hereof. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out-of-pocket costs (including legal fees and expenses).

Section 11. **Reports**. On July 15, 2025, the Depository Trustee shall submit to the City a report covering all moneys it has received and all payments it has made under the provisions hereof, which will cover the period commencing with the date on which the Obligations were executed and delivered to and including July 1, 2025. Each such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 12. **Transfer Upon Full Payment**. When all amounts payable on the Obligations Being Refunded have become due based on the debt service schedules described in Section 7 hereof and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Obligations Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required to be transferred to the Refunded Trustee for payment of principal and interest with respect to the Obligations Being Refunded to the CFO for the City's benefit.

Section 13. **Agreement Irrevocable**. The parties recognize that the owners of the Obligations Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account and that the Obligations will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner that may materially adversely affect the rights herein sought to be protected (as evidenced by an opinion of bond counsel selected by the City delivered to the Depository Trustee), until the provisions hereof have been fully carried out.

Section 14. **Non-Liability**. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by any paying agent for the Obligations Being Refunded of any of their obligations or to protect any of the rights of the City under any of the proceedings with respect to the Obligations Being Refunded or the Obligations. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 15. **Audit**. The City shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 16. **Depository Trustee Responsibility**.

(a) In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) in connection therewith.

(b) To the extent permitted by law, the City will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment, claim, suit, damages or expense (including reasonable attorneys' fees and expenses) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the Depository Trustee's negligence or willful misconduct or willful breach of trust as determined by the final judgment of a court of competent jurisdiction no longer subject to appeal or review. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement and the earlier removal or resignation of the Depository Trustee.

(c) The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Obligations Being Refunded at the respective maturities or earlier redemption of the Obligations Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

(d) The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Obligations Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the City, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the City. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall

become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

(e) Any corporation into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in the State of Arizona that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

(f) The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("*Instructions*") given pursuant to this Agreement and delivered using Electronic Means ("*Electronic Means*" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Depository Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Depository Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties;

(b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 17. **Assignment; Merger**. Neither this Agreement nor the Trust Account created hereunder may be assigned by the Depository Trustee without the prior written consent of the City, unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its municipal corporate trust business, in which event the trust shall be continued by the Depository Trustee's successor in interest.

Section 18. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity that may be construed as either valid or invalid, the valid construction shall be adopted.

Section 19. **Applicable Laws**. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 20. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 21. **Conflict of Interest**. The City hereby gives notice to the Depository Trustee and Refunded Trustee that A.R.S. § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 22. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee, the Refunded Trustee and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's, Refunded Trustee's or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Trustee and their subcontractors who work on this Agreement to ensure that the Depository Trustee, the Refunded

Trustee and their subcontractors are complying with the above-mentioned warranty. The Depository Trustee, the Refunded Trustee and their subcontractors warrant to keep the papers and records open for random inspection by the City during the Depository Trustee's or the Refunded Trustee's respective normal business hours. The Depository Trustee, the Refunded Trustee and their subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 23. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Depository Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Section 24. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Depository Trustee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) 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 foregoing certification is made to the best knowledge of the Depository Trustee without any current independent investigation or without any future independent investigation for the duration of this Agreement. If the Depository Trustee becomes aware during the duration of this Agreement that it is not in compliance with such certification, the Depository Trustee shall take such actions as provided by law, including providing the required notice to the City. If the City determines that the Depository Trustee is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Depository Trustee's role as depository trustee pursuant to Section 16 hereunder.

Section 25. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF BUCKEYE, ARIZONA

By_____
Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Depository Trustee

By_____
Title:_____

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTIONS [7, 8, 9, 21 and 22] HEREOF:

_____
U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association, as the Refunded Trustee

[Signature Page of Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired with proceeds of the Obligations in the amount of $[_____]. $[____] shall be held uninvested as an initial cash balance to the Trust Account for the refunding of the Obligations Being Refunded.

Security Type	Maturity Date	Par Amount	Coupon Rate	Total Cost

EXHIBIT B

NOTICE OF REFUNDING

CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS, SERIES 2015

CUSIP (Base No. 118087)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a Percentage of Principal)
BT1	07/14/15	City of Buckeye, Arizona	$ 1,385,000	2026	$ 1,385,000	2025	100%
BU8		Excise Tax Revenue	1,455,000	2027	1,455,000	2025	100
BV6		Obligations, Series 2015	1,530,000	2028	1,530,000	2025	100
BW4			1,605,000	2029	1,605,000	2025	100
BX2			1,685,000	2030	1,685,000	2025	100
BY0			9,640,000	2035*	9,640,000	2025	100
CA1			4,560,000	2037*	4,560,000	2025	100
CB9			16,690,000	2043*	16,690,000	2025	100

*Term Obligation.

Such obligations are hereinafter referred to as the "Obligations Being Refunded".

Notice is hereby given that the Obligations Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Obligations Being Refunded.

The Obligations Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

The Refunded Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this notice or on any bond.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank National Association), as Refunded Trustee

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by first class mail, postage prepaid to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the obligations that refund the Obligations Being Refunded.

EXHIBIT C

NOTICE OF REDEMPTION
of the following obligations:

The City of Buckeye, Arizona Excise Tax Revenue Obligations, Series 2015, dated July 14, 2015.

Notice is hereby given that the below-described principal amount of the above-referenced obligations outstanding have been called for redemption and will be redeemed on [July 1, 2025]. The maturity dates and amounts of the obligations to be redeemed are as follows:

CUSIP (Base No. 118087)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a Percentage of Principal)
BT1	07/14/15	City of Buckeye, Arizona	$ 1,385,000	2026	$ 1,385,000	2025	100%
BU8		Excise Tax Revenue	1,455,000	2027	1,455,000	2025	100
BV6		Obligations, Series 2015	1,530,000	2028	1,530,000	2025	100
BW4			1,605,000	2029	1,605,000	2025	100
BX2			1,685,000	2030	1,685,000	2025	100
BY0			9,640,000	2035*	9,640,000	2025	100
CA1			4,560,000	2037*	4,560,000	2025	100
CB9			16,690,000	2043*	16,690,000	2025	100

*Term Obligation.

Owners of the above-described obligations called for redemption are notified to present the same at the corporate trust office of U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association) (the "*Refunded Trustee*"), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such obligation plus accrued interest to the date set for redemption. All obligations so called for redemption must be surrendered and no interest will be paid on the above-described obligations from and after the redemption date.

The Refunded Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any obligation.

DATED: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank National Association), as Refunded Trustee

By_____

The following is not part of this notice:

Not less than 30 days prior to the date set for redemption, the Refunded Trustee shall cause a notice of any such redemption to be mailed by first class mail, postage prepaid to the registered owner of each obligation to be redeemed at the address shown on the registration book maintained by the Refunded Trustee on the 15th day preceding that mailing. Additionally, the Refunded Trustee shall cause a notice of any such

redemption to be sent to The Depository Trust Company and the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system by the method required by the MSRB.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2025

NEW ISSUE – BOOK-ENTRY ONLY **RATINGS: See "RATINGS" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the owners of the Obligations (the "Interest Portion") is excluded from gross income for federal income tax purposes and is exempt from State of Arizona income taxes. The Interest Portion is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations. In the opinion of Special Counsel, Interest Portion is exempt from Arizona income taxes. See "TAX EXEMPTION" herein.

$35,920,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

DRAFT II
3-4-25

Dated: Date of Delivery *Due:* July 1, as shown on the inside front cover page

The Excise Tax Revenue Refunding Obligations, Series 2025 (the "Obligations") will be executed and delivered to (i) refinance the costs of certain capital projects in and for the City as described herein under the heading "PLAN OF REFUNDING" and (ii) pay the costs and expenses relating to the execution and delivery of the Obligations.

Interest on the Obligations will be payable semiannually on each January 1 and July 1, commencing July 1, 2025*. The Obligations will be dated the date of delivery and will be issuable as fully registered obligations without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the Obligations. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific maturity date and any integral multiple thereof only under the book-entry only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as defined herein). Purchasers will not receive physical certificates. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

The Obligations will be subject to redemption prior to their stated maturities as described herein. See "THE OBLIGATIONS – Redemption Provisions" herein.

SEE MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

The Obligations will be undivided, proportionate interests in the installment payments to be made by the City pursuant to a Purchase Agreement, to be dated as of May 1, 2025* (the "Purchase Agreement"), between the City and U.S. Bank Trust Company, National Association, as trustee. The installment payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein) on parity with the 2015 Agreement, the 2016 Agreement, the 2024 Agreement and any additional Parity Obligations (each as defined herein) that may be incurred on parity as provided in the Purchase Agreement. No obligations may be incurred that would have a prior pledge of revenues from Excise Taxes and State Shared Revenues to the installment payments due pursuant to the Purchase Agreement. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" herein.

THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF, AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL NOT BE PLEDGED FOR THE PAYMENT OF THE OBLIGATIONS.

The Obligations will be offered when, as and if executed and delivered, subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, as to validity and tax exemption. Certain matters will be passed upon for the underwriter identified below by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona. It is anticipated that the Obligations in definitive form will be available for delivery through DTC on or about May __, 2025*.

This cover page contains only a brief description of the Obligations and the security therefor. It is not a summary of material information with respect to the Obligations. Investors are advised to read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Obligations.

STIFEL

* *Subject to change.*

MATURITY SCHEDULE*

$35,920,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 118087
2025	$ 270,000	%	%	
2026	1,265,000			
2027	1,330,000			
2028	1,400,000			
2029	1,465,000			
2030	1,540,000			
2031	1,620,000			
2032	1,695,000			
2033	1,785,000			
2034	1,875,000			
2035	1,965,000			
2036	2,065,000			
2037	2,165,000			
2038	2,275,000			
2039	2,390,000			
2040	2,510,000			
2041	2,635,000			
2042	2,770,000			
2043	2,900,000			

* *Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Special Counsel, the Financial Advisor, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

CITY OF BUCKEYE, ARIZONA

CITY COUNCIL

Eric Orsborn, *Mayor*

Craig Heustis, *Vice Mayor*

Tony Youngker, *Councilmember*

Jamaine Berry, *Councilmember*

Curtis Beard, *Councilmember*

Patrick HagEstad, *Councilmember*

Clay Goodman, Ph.D., *Councilmember*

CITY ADMINISTRATION

Daniel Cotterman, *City Manager*

David Roderique, *Deputy City Manager*

Doug Sandstrom, *Deputy City Manager*

Javier Setovich, *Deputy City Manager*

Mel Gibson, *Assistant to the City Manager*

William Kauppi, *Chief Financial Officer*

Larry Price, *Special Districts and Debt Manager*

Lucinda J. Aja, *City Clerk*

K. Scott McCoy, Esq., *City Attorney*

FINANCIAL ADVISOR

Hilltop Securities, Inc.
Phoenix, Arizona

SPECIAL COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

TRUSTEE

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Buckeye, Arizona (the "City"), Hilltop Securities, Inc. (the "Financial Advisor") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter") to give any information or to make any representations with respect to the Obligations, other than those in this Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, and there shall not be any sale of the Obligations by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement has been obtained from representatives of the City and the Arizona Department of Revenue and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City, the Financial Advisor or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City, the Financial Advisor, the Underwriter or any of their legal counsel, including counsel to the Underwriter and Special Counsel (as defined herein) and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

None of the City, the Financial Advisor, the Underwriter, counsel to the Underwriter or Special Counsel are actuaries. None of them have performed any actuarial or other analysis of the City's share of unfunded liabilities of the Arizona State Retirement System and the Arizona Public Safety Personnel Retirement System.

The Obligations will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (the "SEC") nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Obligations for sale.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such publications and websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE," all pursuant to Rule 15c2-12 of the SEC.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES OF THE OBLIGATIONS TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE OBLIGATIONS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$35,920,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the Excise Tax Revenue Refunding Obligations, Series 2025 (the "Obligations"), to be executed and delivered in the principal amount indicated hereinabove. The Obligations will be undivided, participating, proportionate interests in installment payments (the "Payments") to be made by the City of Buckeye, Arizona (the "City"), pursuant to a Purchase Agreement, to be dated as of May 1, 2025* (the "Purchase Agreement"), between the City, as buyer, and U.S. Bank Trust Company, National Association, in its capacity as trustee (the "Trustee"). The Obligations are being executed and delivered for the purpose of providing funds to (i) refinance the costs of certain capital projects in and for the City (collectively, the "Refinanced Project") as described under the heading "PLAN OF REFUNDING" and (ii) pay the costs and expenses relating to the execution and delivery of the Obligations. Pursuant to the Purchase Agreement, the Trustee will sell and convey to the City, and the City will buy and accept from the Trustee, the Refinanced Project.

The Obligations will be executed and delivered pursuant to a Trust Agreement, to be dated as of May 1, 2025* (the "Trust Agreement"), between the City and the Trustee. Certain of the Trustee's interests under the Purchase Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the payment of the Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations. See APPENDIX D – "SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS" in addition to the information hereinbelow for descriptions of the terms of the Purchase Agreement and the Trust Agreement. See APPENDIX A – "CITY OF BUCKEYE, ARIZONA – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION," APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA" and APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" for information about the City.

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein), on parity with the payments required pursuant to (i) the Agreement, dated as of July 1, 2015 (the "2015 Agreement"), executed and delivered by the City in connection with $46,580,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2015, (ii) the Agreement, dated as of April 1, 2016 (the "2016 Agreement"), executed and delivered by the City in connection with $8,410,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2016, [(iii) the First Purchase Agreement, dated as of March 1, 2024 (the "2024 Agreement"), executed and delivered by the City in connection with $45,230,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2024A, and (iv) the Second Purchase Agreement, dated as of _____ 1, 2025 (the "2025 Agreement"), executed and delivered by the City in connection with $____,000 outstanding aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2025](collectively, the "Existing Obligations"), and any additional Parity Obligations (as defined herein) hereafter issued or incurred as provided in the Purchase Agreement.

"Excise Taxes" means all unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the City imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council and which, if so restricted, will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. Pursuant to Ordinance 04-15, the City imposed an additional 3% tax upon

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* *Subject to change.*

transient lodging. The revenues generated by the additional 3% tax upon transient lodging will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. In addition, revenues generated by the City from building permits and development impact fees will not be deemed Excise Taxes for purposes of the Trust Agreement and the Purchase Agreement. "State Shared Revenues" means all received amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona (the "State" or "Arizona") or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes. Revenues received by the City from vehicle license taxes charged by the State will not be deemed State Shared Revenues for purposes of the Trust Agreement or the Purchase Agreement.

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge for the Purchase Agreement (such obligations, the Existing Obligations and the Purchase Agreement are referred to collectively herein as "Parity Obligations") unless certain requirements are satisfied. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS – Additional Parity Obligations; No Prior Lien Obligations" and, for detail about amounts due pursuant to the 2015 Agreement, the 2016 Agreement, the 2024 Agreement and the Purchase Agreement, see APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA." The City may not encumber revenues from Excise Taxes and State Shared Revenues on a basis prior to the pledge for the Purchase Agreement.

THE OBLIGATIONS AND THE OBLIGATION OF THE CITY TO MAKE THE PAYMENTS EACH CONSTITUTE A LIMITED OBLIGATION OF THE CITY, AND NEITHER CONSTITUTES A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OR LAWS OF THE STATE. THE CITY'S OBLIGATION TO MAKE THE PAYMENTS IS NOT SUBJECT TO ANNUAL APPROPRIATION OR BUDGETING BY THE CITY NOR IS SUCH OBLIGATION SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON EXPENDITURES. THE OBLIGATIONS AND THE OBLIGATION OF THE CITY TO MAKE THE PAYMENTS WILL NOT BE SECURED BY THE REFINANCED PROJECT AND NEITHER THE TRUSTEE NOR THE OWNERS OF THE OBLIGATIONS HAVE ANY CLAIM OR LIEN ON THE REFINANCED PROJECT OR ANY PART THEREOF.

Unless and until discontinued, the Obligations will be held in book-entry form by The Depository Trust Company ("DTC"), a registered securities depository, and beneficial interests therein may only be purchased and sold, and payments of principal and interest on the Obligations will be made only to beneficial owners (the "Beneficial Owners"), through participants in the DTC system. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific maturity date and any integral multiple thereof. So long as Cede & Co. is the registered Owner of the Obligations, as nominee for DTC, references in this Official Statement to "Owner" or registered Owners of the Obligations (other than with respect to the Obligations under the heading "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

Brief descriptions of the security for the Obligations and of matters related to the City are included in this Official Statement together with a summary of select provisions of the Purchase Agreement and the Trust Agreement. Such descriptions do not purport to be comprehensive or definitive. All references to the Purchase Agreement and the Trust Agreement are qualified in their entirety by reference to such documents, and references herein to the Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of all of which are available for inspection at the designated corporate trust office of the Trustee.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes, or uncodified, or of the Arizona Constitution, are references to those current provisions. Those provisions may be amended, repealed or supplemented.

Neither this Official Statement nor any statement that may have been made orally or in writing in connection herewith is to be considered as, or as part of, a contract with the original purchasers or subsequent owners or beneficial owners of the Obligations.

THE OBLIGATIONS

General Provisions

The Obligations will be dated the date of their initial execution and delivery, and will bear interest payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing on July 1, 2025*, until their maturity date or redemption dates, at the rates set forth on the inside front cover page of this Official Statement. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

As described in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the Obligations, when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. So long as DTC, or its nominee Cede & Co., is the registered owner of all the Obligations, all payments on the Obligations and notices regarding the Obligations will be made directly to DTC.

Subject to the provisions summarized in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the principal of each Obligation will be payable at the designated office of the Trustee. Interest represented by the Obligations will be paid on each Interest Payment Date by check drawn on the Trustee mailed on or before the Interest Payment Date to the registered owners as shown on the records of the Trustee as of the fifteenth day of the month immediately preceding such Interest Payment Date or, if such date is not a business day, on the next succeeding business day (the "Regular Record Date") or the Trustee may agree with a registered Owner of $1,000,000 or more in aggregate principal amount of the Obligations for another form of payment.

If the Trustee fails to make payments or provision for payment of interest on the Obligations when due on any Interest Payment Date, that interest shall cease to be payable to the registered Owner of such Obligations as of the applicable Regular Record Date, and when moneys become available for payment of that interest, the Trustee shall establish a special record date for the payment of that interest, which shall be at least 10 days prior to the proposed interest payment date, and notice of such special record date shall be mailed to each registered Owner at least 10 days prior to the special record date.

Each Obligation will accrue interest from the Interest Payment Date next preceding the date of its execution, unless: (i) executed on an Interest Payment Date or after a Regular Record Date but before the following Interest Payment Date, in which case interest accrues from such Interest Payment Date, (ii) executed on the date of initial delivery or prior to July 1, 2025*, in which case interest accrues from its dated date, or (iii) payment of interest is in default, in which case interest is payable from the last date to which interest has been paid or, if none, its dated date.

Redemption Provisions*

Optional Redemption of Obligations. The Obligations maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part on any date on or after July 1, 20__, at the redemption price of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

Manner of Selection for Redemption. The Obligations will be redeemed only in principal amounts of $5,000 each or integral multiples thereof. The City will, at least 45 days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, the particular Obligations or portions of the Obligations to be redeemed shall be selected through the procedures of DTC.

Notice of Redemption. Redemption notices will be sent only to DTC by electronic media, not more than 60 nor less than 30 days prior to the date set for redemption. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM." Such notice will state that if, on the specified redemption date, moneys for redemption of all the Obligations to be redeemed together with interest to the date of redemption, is held by the Trustee, then, from and after said date of redemption, interest with respect to the Obligations will cease to accrue and become payable and that if such moneys are not so held, the redemption will not occur.

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* *Subject to change.*

PLAN OF REFUNDING

The proceeds from the sale of the Obligations remaining after payment of certain costs of sale and execution and delivery thereof will be placed in an irrevocable trust with U.S. Bank Trust Company, National Association, as depository trustee (the "Depository Trustee"), pursuant to a Depository Trust Agreement, to be dated as of May 1, 2025* (the "Depository Trust Agreement"), between the City and the Depository Trustee, to be used to pay the principal of and premium and interest on the following obligations being prepaid prior to payment as shown below (collectively, the "Obligations Being Refunded"). The Obligations Being Refunded were executed and delivered to finance or refinance the costs of the Refinanced Project, to acquire, construct and install various water systems, facilities and improvements thereto. Such proceeds of the Obligations will be used to acquire securities issued or guaranteed by the United States of America (the "Government Obligations"), the maturing principal of an interest income with respect to which are calculated to be sufficient, along with certain cash held pursuant to the Depository Trust Agreement, to redeem the Obligations Being Refunded on the redemption date shown below, without premium. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein. Upon delivery of the Obligations and deposit of the proceeds thereof with the Depository Trustee, the Obligations Being Refunded will no longer be outstanding under the trust agreement pursuant to which they were issued and will not be secured by revenues from Excise Taxes and State Shared Revenues.

Schedule of Obligations Being Refunded

Issue Series	Payment Date (July 1)	Coupon	Principal Amount Outstanding	Principal Being Refunded*	Redemption Date*	CUSIP®(1) No. 118087
2015	2026	5.000 %	$ 1,385,000	$ 1,385,000	7/1/2025	BT1
	2027	5.000	1,455,000	1,455,000	7/1/2025	BU8
	2028	5.000	1,530,000	1,530,000	7/1/2025	BV6
	2029	5.000	1,605,000	1,605,000	7/1/2025	BW4
	2030	3.500	1,685,000	1,685,000	7/1/2025	BX2
	2031	5.000	1,745,000	1,745,000	7/1/2025	BY0
	2032	5.000	1,830,000	1,830,000	7/1/2025	BY0
	2033	5.000	1,925,000	1,925,000	7/1/2025	BY0
	2034	5.000	2,020,000	2,020,000	7/1/2025	BY0
	2035	5.000	2,120,000	2,120,000	7/1/2025	BY0
	2036	5.000	2,225,000	2,225,000	7/1/2025	CA1
	2037	5.000	2,335,000	2,335,000	7/1/2025	CA1
	2038	5.000	2,455,000	2,455,000	7/1/2025	CB9
	2039	5.000	2,575,000	2,575,000	7/1/2025	CB9
	2040	5.000	2,705,000	2,705,000	7/1/2025	CB9
	2041	5.000	2,840,000	2,840,000	7/1/2025	CB9
	2042	5.000	2,985,000	2,985,000	7/1/2025	CB9
	2043	5.000	3,130,000	3,130,000	7/1/2025	CB9
			$38,550,000	$ 38,550,000		

(1) See footnote (1) to the inside front cover page hereof.

* *Subject to change.*

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Public Finance Partners LLC will deliver to the District, on or before the settlement date of the Obligations, its verification report indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the escrow securities, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Obligations Being Refunded.

Public Finance Partners LLC relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the District. In addition, Public Finance Partners LLC has relied on any information provided to it by the District's retained advisors, consultants or legal counsel.

SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS

General

The Obligations will be special, limited, revenue obligations, taking the form of undivided, participating, proportionate interests in the Payments. The obligation of the City to make the Payments will be limited to payment from revenues from Excise Taxes and State Shared Revenues and will in no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

Under the terms of the Trust Agreement, an irrevocable trust will be administered by the Trustee for the equal and proportionate benefit of the Owners of the Obligations, which trust includes: (i) all right, title and interest of the Trustee in the Purchase Agreement and the right to (a) make claim for, collect or receive all amounts payable or receivable thereunder, (b) bring actions and proceedings thereunder or for the enforcement of such rights, and (c) do any and all other things which the Trustee is entitled to do thereunder; (ii) amounts on deposit from time to time in the funds created pursuant to the Trust Agreement; and (iii) any and all other property of any kind hereafter conveyed as additional security for the Obligations. The Trust Agreement does not provide for a debt service reserve fund for the Obligations.

Pledge

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues on parity with the payments due pursuant to the Existing Obligations and any additional Parity Obligations.

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City may not further encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge for the Purchase Agreement unless certain requirements are satisfied. See "Additional Parity Obligations; No Prior Lien Obligations" below. For detail about amounts due pursuant to the 2015 Agreement, the 2016 Agreement, the 2024 Agreement and the Purchase Agreement, see APPENDIX B – "CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA."

If at any time the moneys in the funds held for payment of amounts due under the Purchase Agreement or the Trust Agreement are not sufficient to make the deposits and transfers required, any such deficiency will be made up from the first moneys thereafter received and available for such transfers under the terms of the Purchase Agreement and, with respect to payment from revenues from Excise Taxes and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the Existing Obligations, the Purchase Agreement and any additional Parity Obligations. Revenues from Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Trustee for payments due under the Purchase Agreement and the Trust Agreement will constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City. The City may make such payments from its other funds as permitted by law and as the City determines from time to time, but the Trustee will thereafter have no claim to such other funds. The Purchase Agreement will not terminate so long as any of the Payments are due and owing pursuant to the terms of the Obligations.

Payment of the principal represented by the Obligations will not be secured by the Refinanced Project, and neither the Trustee nor the Owners of the Obligations have any claim or lien on the Refinanced Project or any part thereof.

THE PAYMENTS WILL NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY NOR WILL THE CITY BE LIABLE FOR THE PAYMENTS FROM AD VALOREM PROPERTY TAXES. PURSUANT TO THE TRUST AGREEMENT, THE OBLIGATIONS WILL BE SPECIAL, LIMITED REVENUE OBLIGATIONS, PAYABLE SOLELY FROM THE PAYMENTS MADE PURSUANT TO THE PURCHASE AGREEMENT. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND WILL NOT REPRESENT OR CONSTITUTE A DEBT OR A DIRECT OR INDIRECT PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF.

Coverage Requirements

To the extent permitted by applicable law, Excise Taxes will be retained and maintained so that the revenues from Excise Taxes and State Shared Revenues, all within and for the most recently completed fiscal year of the City, will be equal to at least two (2) times the Annual Debt Service for the current fiscal year of the City. If revenues from Excise Taxes and State Shared Revenues for any such fiscal year shall not have been equal to at least two (2) times the Annual Debt Service for the current fiscal year of the City or if at any time it appears that revenues from Excise Taxes and State Shared Revenues will not be sufficient to meet such requirements, the City will, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the City in order that (i) revenues from Excise Taxes and State Shared Revenues will be sufficient to meet all such requirements and (ii) revenues from Excise Taxes and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph. The amount of State Shared Revenues is determined by provisions of the Arizona Revised Statutes and City has not covenanted to, and has no power to, set or maintain rates or otherwise impose taxes to increase, replace or supplement State Shared Revenues to provide for the payment of the amounts due under the Purchase Agreement or under any other Parity Obligations.

Additional Parity Obligations; No Prior Lien Obligations

Additional Parity Obligations may be incurred but only if revenues from Excise Taxes and State Shared Revenues in the most recently completed fiscal year of the City have amounted to at least two (2) times the Maximum Annual Debt Service. No obligations may be incurred that would have a prior pledge of revenues from Excise Taxes and State Shared Revenues to the Payments.

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EXCISE TAXES AND STATE SHARED REVENUES

Revenues from Excise Taxes and State Shared Revenues will be pledged as security for the Payments due pursuant to the Purchase Agreement, which will be used to pay debt service on the Obligations. The major categories of such revenues are discussed more fully under this heading.

NO ASSURANCES CAN BE GIVEN THAT THE AMOUNT OF STATE SHARED SALES TAXES OR STATE SHARED INCOME TAXES DESCRIBED HEREINBELOW WILL NOT BE REDUCED OR ELIMINATED BY THE STATE LEGISLATURE IN THE FUTURE.

Excise Taxes

City Transaction Privilege (Sales) Tax. The City collects a transaction privilege (sales) tax on a variety of categories of business activity. The City's transaction privilege (sales) tax is levied by the City upon persons on account of their business activities within the City. The amount of taxes due is calculated by applying the tax rate against the gross proceeds of sales or gross income derived from the business activities shown in TABLE 1.

TABLE 1

City Transaction Privilege (Sales) Tax Rates by Category
City of Buckeye, Arizona

Category	City Privilege Tax Rate *(a)*
Advertising	3.00%
Amusements	3.00
Contracting – Prime	3.00
Contracting – Speculative Builders	3.00
Contracting – Owner Builder	3.00
Feed at Wholesale	3.00
Job Printing	3.00
Manufactured Buildings	3.00
Timbering and Other Extraction	3.00
Severance – Metal Mining	0.10
Publication	3.00
Hotels	3.00
Hotel/Motel (Additional Tax) *(b)*	3.00
Commercial Rental, Leasing, & Licensing for Use	2.00
Rental Occupancy	2.00
Restaurant and Bars	3.00
Retail Sales	3.00
Retail Sales (Single Item Over $5,000)	1.10
Retail Sales Food for Home Consumption	3.00
Maintenance, Repair, Replace and Alteration (MRRA) Amount	3.00
Communications	4.00
Transporting	3.00
Utilities	3.00
Use Tax Purchases	3.00
Use Tax Purchases (Single Item Over $5,000)	1.10
Use Tax From Inventory	3.00

(a) From and after December 31, 2024, Arizona cities and towns are no longer permitted to levy a transaction privilege (sales) tax on the business of renting or leasing real property for residential purposes. As a result, revenues for fiscal year 2025 will only include receipts from residential rental tax levied prior to January 1, 2025. In fiscal year 2024, the City had revenues of approximately $1,800,000 from the residential rental tax. For the period between July 1, 2024 and December 31, 2024, which period is included in fiscal year 2025, the City collected approximately $992,000 in rental tax revenues. Source: Finance Department of the City.

(b) *The City levies an additional 3% transient lodging tax on any hotel, motel, apartment or individual charging for lodging space to any person for less than 30 consecutive days. This tax is restricted by State law to use for visitor and hospitality services. Such amounts are not part of the revenues from Excise Taxes pledged to payment of the Payments.*

Source: Arizona Department of Revenue.

The following table shows actual collections of the City's unrestricted transaction privilege (sales) tax by industry classification for fiscal years 2019/20 through and including 2023/24 and budgeted collections for fiscal year 2024/25.

TABLE 2

Transaction Privilege (Sales) Tax Collections by Industry Classification
City of Buckeye, Arizona

	Audited					Budgeted
Industry Classification	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25 *(a)*
Mining	$ (4,450)	$ 5,442	$ 1,988	$ 6,447	$ 1,129	$ 1,000
Telecommunications	505,945	397,122	375,214	421,350	549,132	703,000
Utilities	1,725,713	2,103,159	2,248,803	2,317,206	2,679,938	3,041,000
Transportation & Warehouse	182	1,742	10,203	(2,708)	6,086	7,000
Construction	16,876,892	22,918,148	25,733,267	31,123,447	32,648,462	33,500,000
Retail	16,022,226	21,278,319	25,626,631	30,126,662	36,133,820	42,950,000
Use Tax Eff. 4-1-23				297,591	1,850,759	2,000,000
Real Estate Rentals *(b)*	2,157,707	2,229,431	3,183,496	3,676,984	4,396,603	4,198,000
Restaurants & Bars	2,410,847	3,076,868	3,630,285	4,281,456	5,259,342	6,008,000
Hotels *(c)*	399,773	538,044	813,216	965,887	1,254,143	1,468,000
Services, Financial, Insurance	53,588	42,732	47,864	61,421	61,102	74,000
Arts & Entertainment	271,533	337,838	396,536	403,766	463,393	450,000
Total	$ 40,419,956	$ 52,928,845	$ 62,067,504	$ 73,679,508	$ 85,303,909	$ 94,400,000

(a) *Budgeted figures for fiscal year 2024/25 are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.*

(b) *From and after December 31, 2024, Arizona cities and towns are no longer permitted to levy a transaction privilege (sales) tax on the business of renting or leasing real property for residential purposes. As a result, revenues for fiscal year 2025 will only include receipts from residential rental tax levied prior to January 1, 2025. In fiscal year 2024, the City had revenues of approximately $1,800,000 from the residential rental tax. For the period between July 1, 2024 and December 31, 2024, which period is included in fiscal year 2025, the City collected approximately $992,000 in rental tax revenues. Source: Finance Department of the City.*

(c) *A portion of the City's Hotel/Motel tax is restricted by State statute to use for visitor and hospitality services. The restricted amounts are not part of the revenues from Excise Taxes pledged to payment of the Payments.*

Source: Finance Department of the City.

Franchise Fees. The City imposes and collects franchise fees to engage in certain activities within the City and the right to utilize certain City property.

Business Licenses. The City imposes and collects fees for licenses to engage in certain activities within the City and the right to utilize certain City property. Those entities transacting more than one type of business are required to have separate business license for each activity they engage. The City has the authority and ability to set the charge for the business license at whatever rate it determines.

Permits. The City imposes and collects fees for permits to engage in certain activities within the City the right to utilize certain City property.

Parks and Recreation Fees. The City imposes and collects fees for parks and recreation to engage in certain activities within the City and the right to utilize certain City property.

Fines and Forfeitures. The City imposes and collects fines and forfeitures for violations of State laws or City ordinances relating to traffic, parking, animal control and other offenses.

Legislative Ability to Reduce or Prohibit Categories of Excise Taxes

As a result of the passage of SB 1131, effective December 31, 2024, Arizona municipalities, including the City, will be prohibited from levying a tax or fee on the business of renting or leasing real property for residential purposes. Based on a preliminary analysis by the City, this will reduce City excise tax revenues by approximately $1.5 million annually.

State Shared Revenues

State Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of revenues from the State-levied transaction privilege (sales) tax. As TABLE 3 indicates, the rate of taxation on such tax varies among the different types of business activities taxed, with the most common rate being 5.0% of the amount or volume of business transacted.

Currently, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. Each city's or town's allocation of the revenues available to all cities and towns is based on its population relative to the aggregate population of all cities and towns as shown by the latest census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

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TABLE 3

State Transaction Privilege (Sales) Tax Rates
Taxable Activities and Distribution Base

Taxable Activities	State Tax Rate	Distribution Base	0.60% Education Tax Rate (*a*)	Combined Tax Rate
Transporting	5.000%	20.00%	0.60%	5.600%
Utilities	5.000	20.00	0.60	5.600
Communications	5.000	20.00	0.60	5.600
Private rail car and pipelines	5.000	20.00	0.60	5.600
Publishing	5.000	20.00	0.60	5.600
Printing	5.000	20.00	0.60	5.600
Contracting	5.000	20.00	0.60	5.600
Owner builder sales	5.000	20.00	0.60	5.600
Amusements	5.000	40.00	0.60	5.600
Restaurant and bars	5.000	40.00	0.60	5.600
Personal property rentals	5.000	40.00	0.60	5.600
Retail	5.000	40.00	0.60	5.600
Hotel/motel	5.500	50.00	N/A	5.500
Mining – non-metal, oil/gas	3.125	32.00	N/A	3.125
Mining severance	2.500	80.00	N/A	2.500
Use and use inventory tax	5.000	N/A	0.60	5.600
Medical marijuana	5.000	40.00	0.60	5.600
Adult use marijuana	5.000	40.00	0.60	5.600
Maintenance, repair, replacement or alteration	5.000	40.00	0.60	5.600
Online lodging marketplace	5.500	50.00	N/A	5.500
Remote seller or marketplace	5.000	40.00	0.60	5.600
Jet fuel use tax	*(b)*	N/A	N/A	*(b)*

N/A = Not applicable.

(a) *Represents the State transaction privilege (sales) tax rate approved by voters of the State in November 2000 (the "Education Tax") on certain of the categories of business activity at six-tenths of one percent (0.6%).* ***The Education Tax collections are dedicated exclusively to education and are not distributed to the City or pledged to the payment of debt service with respect to the Obligations. The Education Tax is scheduled to expire on June 30, 2041.***

(b) *Does not include $0.0305 per gallon State tax on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.*

Source: Arizona Revised Statutes, Arizona Department of Revenue and the Arizona Secretary of State.

State Shared Income Taxes. Under State law, Arizona cities and towns are preempted by the State from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to receive a percentage of State personal and corporate income tax collections. Distribution of such funds is made monthly based on the proportion of the population of each city and town to the total population of all incorporated cities and towns in the State as determined by the latest census. The State Legislature has at various times adjusted the distribution percentage. Most recently, the percentage of State shared income tax received by cities and towns was 15.0%. [As part of the State's fiscal year 2021/22 budget, on June 30, 2021, the Governor signed Senate Bill 1828 ("SB1828"), which consolidated the State's four personal income tax rate categories into a single flat rate of 2.5% over a three-year period, beginning after December 31, 2021.]

Legislative reports at the time of passage of SB1828 indicated that such a rate consolidation was estimated to reduce significantly State income tax receipts, with a possible concurrent reduction in State shared income taxes distributed to Arizona cities and towns.

In order to partially mitigate impacts of the expected reduction in State shared income taxes, SB1828 increased, beginning in fiscal year 2023/24, the percentage of State income taxes distributed to cities and towns from 15% to 18%. As a result of the enactment of SB1828, the City received increases in its State shared income tax distribution in fiscal year 2023/24. Such increases are not expected to continue in fiscal year 2024/25 and beyond as the enactment of the 2.5% flat income tax rate becomes fully implemented. The amount and continued receipt of State-shared income taxes by the City could be adversely affected by future changes in law by the State Legislature.

The State recorded individual income tax revenues of $5.24 billion in FY 2025, a decrease of 30.4% year-over-year. Estimates provided by the Joint Legislative Budget Committee in a report dated July 2024 indicated individual income tax revenues of $4.85 billion for FY 2024, a decrease of 7.5% year-over-year.

In addressing past State budgetary deficiencies, the Governor and members of the State legislature have occasionally proposed certain adjustments that would reduce the distribution of State shared income taxes to cities and towns. The City cannot determine whether any such proposals will occur in the future and become law or how they might affect the City's receipt of State shared income taxes.

Legislation Regarding Withholding of State Shared Revenues. Section 41-194.01, Arizona Revised Statutes, permits the State to withhold from a county, city or town ("Local Jurisdiction") State revenues that would otherwise be shared with Local Jurisdictions.

Under such statute, at the request of one or more members of the State Legislature, the State Attorney General must investigate any ordinance, regulation, order or other official action ("Local Action") adopted or taken by the governing body of a Local Jurisdiction that the legislator alleges violates State law or the State Constitution. The Attorney General must make a written report within 30 days after receipt of the request. The Local Jurisdiction then has 30 days to resolve the violation. If the Attorney General determines that the violation has not been resolved within 30 days, the Attorney General must notify the State Treasurer and the State Treasurer must withhold payment to the Local Jurisdiction of State shared excise taxes otherwise due to the Local Jurisdiction pursuant to Section 42-5029(L), Arizona Revised Statutes and all State shared income taxes otherwise due to the Local Jurisdiction pursuant to Section 43-206(F), Arizona Revised Statutes, until such time as the Attorney General determines that the violation has been resolved. However, the State Treasurer may not withhold any amount that the Local Jurisdiction certifies to the Attorney General and the State Treasurer as being necessary to make deposits or payments for debt service on bonds or other long-term obligations that were issued or incurred before the Local Action occurred.

The City is not aware of any Local Action by the City taken or currently under consideration that does or if taken would violate State law or the State Constitution. State Shared Revenues are pledged to payments due to the Purchase Agreement. The withholding of State Shared Revenues could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

Section 42-17451, Arizona Revised Statutes (the "Refund Law"), provides that, beginning in tax year 2025, a property owner (i.e., the holder of fee title to the affected real property) may apply to the Arizona Department of Revenue ("ADOR") for a property tax refund for expenses incurred by the property owner if the city, town or county (the "Affected Entity") in which the property owner's real property is located fails to enforce certain public nuisance laws on or near the property owner's real property. The amount of the refund is equal to the documented expenses incurred by the property owner that were reasonably necessary to mitigate the effects of the failure to enforce such public nuisance laws but may not exceed the amount the property owner paid for the prior tax year in primary property taxes for the tax year to the Affected Entity. If the refund exceeds such amount, the property owner must apply to ADOR for the remaining portion of the refund the following and successive tax years, as needed.

Within 15 days after receipt of an application for a refund, ADOR will notify the Affected Entity. Within 30 days after receiving the notice, the Affected Entity will accept or reject the refund and notify ADOR of that determination. If the refund is accepted by the Affected Entity or if the Affected Entity does not respond to ADOR within the 30-day period, ADOR will pay the refund to the property owner. If the Affected Entity rejects the refund, ADOR may not pay the

refund and the property owner may file a cause of action in the superior court of the county in which the real property is located to challenge the rejection of the refund. In any such cause of action, the Affected Entity will bear the burden of demonstrating that its actions are lawful or that the amount of the refund is unreasonable.

On notice from ADOR, the State Treasurer will withhold from the distribution of State shared sales taxes, a component of State Shared Revenues, to the Affected Entity the aggregate amount of refunds issued under the Refund Law. The State Treasurer will continue to withhold such State shared sales taxes until the entire amount provided by ADOR has been withheld. Any monies withheld by the State Treasurer will be credited as reimbursement to ADOR for issuing refunds. Notwithstanding the foregoing, pursuant to the Refund Law, the State Treasurer may not withhold any payments for debt service on bonds or other long-term obligations of the Affected Entity that were issued or incurred before the refund was issued.

The City is not able to determine or predict what impact, if any, the Refund Law will have on the receipt of the City's State Shared Revenues. State Shared Revenues are pledged to payments due with respect to the Purchase Agreement. The withholding of State shared sales taxes, a component of the State Shared Revenues, could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

Lack of City's Control Over State Shared Sales Tax or State Shared Income Tax Levels; Recent Legislative Changes. From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate State Shared Sales Taxes and State Shared Income Taxes, including proposed adjustments that would reduce the distribution to cities and towns. The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect State Shared Sales Taxes and State Shared Income Taxes, which comprise State Shared Revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law, which would repeal or modify State Shared Sales Taxes and State Shared Income Taxes (a major source of funds for state revenue sharing). The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election.

No assurances can be given that the amount of State Shared Sales Taxes and State Shared Income Taxes will not be reduced or eliminated by the State Legislature in the future. The State Legislature may from time to time eliminate State Shared Sales Taxes and State Shared Income Taxes or may change the amount and timing of payment of State Shared Sales Taxes and State Shared Income Taxes and is under no legal obligation to maintain the amount of State Shared Sales Taxes and State Shared Income Taxes payable to the City at any amount or level. For example, addressing State budgetary deficiencies, adjustments that reduce the distribution of State Shared Sales Taxes could be enacted. Likewise, legislative reductions in State sales or income taxes generally could result in reductions in the amounts distributed to local governments, including the City. Accordingly, the City is unable to covenant to maintain State Shared Sales Taxes or State Shared Income Taxes at any certain level.

Set forth in TABLE 4 below are audited collections of Excise Taxes and State Shared Revenues for fiscal years 2019/20 through and including 2023/24 and budgeted collections for fiscal year 2024/25.

TABLE 4

Historical and Budgeted Excise Taxes and State Shared Revenues Collections *(a)*
City of Buckeye, Arizona

Category	Audited 2019/20	Audited 2020/21	Audited 2021/22	Audited 2022/23	Unaudited Actual 2023/24 *(b)*	Budgeted 2024/25 *(b)*
City Transaction Privilege (Sales) Taxes	$40,220,069	$52,659,823	$61,660,896	$ 73,196,565	$ 84,676,837	$ 93,666,000
Licenses and Permits	150,695	178,035	202,300	214,552	1,781,457	2,100,000
Franchise Fees	3,833,190	3,855,829	4,311,563	4,540,244	5,092,379	5,029,500
Parks and Recreation Fees	647,174	538,695	1,378,430	1,853,699	203,661	1,762,000
State-Shared Income Tax	9,617,118	11,378,810	11,787,749	19,219,613	27,974,361	22,671,700
State-Shared Sales Tax	7,727,535	9,445,569	12,889,504	14,976,476	16,023,548	16,106,900
Fines and Forfeitures	745,026	833,398	739,208	1,088,807	1,116,885	836,000
Total:	$ 62,940,807	$ 78,890,159	$ 92,969,650	$ 115,089,956	$ 136,869,128	$ 142,172,100

(a) *The Obligations will be secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."*

(b) *Unaudited actual figures for 2023/24 and budgeted figures for fiscal year 2024/25 are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.*

Source: The Finance Department of the City.

SOURCES AND USES OF FUNDS

Principal Amount	$35,920,000.00*
[Net] Original Issue Premium [*(a)*]	
Total Sources of Funds	
Deposit with Depository Trustee	
Payment of Delivery Costs *(a)*	
Total Uses of Funds	

* *Subject to change.*

(a) *[Net original issue premium consists of original issue premium on the Obligations, less original issue discount on the Obligations.]*

(b) *Includes compensation and costs of the Underwriter (as defined herein).*

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ESTIMATED DEBT SERVICE REQUIREMENTS AND COVERAGE

TABLE 5

Schedule of Estimated Debt Service Requirements and Coverage *(a)*
City of Buckeye, Arizona

Fiscal Year	Revenues from Excise Taxes and State Shared Revenues *(b)*	Outstanding Obligations *(c)* *		The Obligations*		Total Estimated Annual Debt Service Requirements	Projected Maximum Annual Debt Service Coverage *(f)*
		Principal	Interest	Principal*	Interest *(d)*		
2023/24	$136,869,128						
2024/25		$ 2,670,000	$ 4,489,119	$ 270,000	$ 444,011 *(e)*	$ 7,873,131	
2025/26		2,045,000	2,776,313	1,265,000	1,782,500	7,868,813	
2026/27		2,145,000	2,674,063	1,330,000	1,719,250	7,868,313	
2027/28		2,245,000	2,572,963	1,400,000	1,652,750	7,870,713	
2028/29		2,355,000	2,467,113	1,465,000	1,582,750	7,869,863	
2029/30		2,465,000	2,356,063	1,540,000	1,509,500	7,870,563	
2030/31		2,570,000	2,246,713	1,620,000	1,432,500	7,869,213	
2031/32		2,685,000	2,132,513	1,695,000	1,351,500	7,864,013	
2032/33		2,810,000	2,012,963	1,785,000	1,266,750	7,874,713	17.38x
2033/34		2,935,000	1,886,713	1,875,000	1,177,500	7,874,213	
2034/35		3,060,000	1,753,700	1,965,000	1,083,750	7,862,450	
2035/36		3,210,000	1,608,750	2,065,000	985,500	7,869,250	
2036/37		2,490,000	1,456,650	2,165,000	882,250	6,993,900	
2037/38		2,615,000	1,332,150	2,275,000	774,000	6,996,150	
2038/39		2,745,000	1,201,400	2,390,000	660,250	6,996,650	
2039/40		2,880,000	1,064,150	2,510,000	540,750	6,994,900	
2040/41		3,025,000	920,150	2,635,000	415,250	6,995,400	
2041/42		3,175,000	768,900	2,770,000	283,500	6,997,400	
2042/43		3,335,000	610,150	2,900,000	145,000	6,990,150	
2043/44		6,790,000	443,400	-	-	7,233,400	
2044/45		3,420,000	136,800	-	-	3,556,800	
Total *(g)*		$ 61,670,000	$ 36,910,732	$ 35,920,000	$ 19,689,261	$ 154,189,993	

* *Subject to change.*

(a) Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter" or "Stifel").

(b) The amount of revenues from Excise Taxes and State Shared Revenues used to calculate the coverage requirements is the amount for fiscal year 2023/24. See TABLE 4 – "Historical and Budgeted Excise Taxes and State Shared Revenues Collections."

(c) Net of Obligations Being Refunded.

(d) Interest on the Obligations is estimated.

(e) The first interest payment on the Obligations is due on July 1, 2025. Thereafter, interest payments will be made semiannually on each January 1 and July 1 thereafter, until maturity or prior redemption. See "THE OBLIGATIONS – Redemption Provisions".*

(f) Debt service coverage is based on revenues available for debt service (see footnote (b)) compared to the Maximum Annual Debt Service.

(g) Totals may not add due to rounding.

TAX EXEMPTION

In the opinion of Gust Rosenfeld, P.L.C., Phoenix, Arizona ("Special Counsel"), under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as described below, the portion of each payment made by the City pursuant to the Agreement, denominated and comprising interest and received by the owners of the Obligations (the "Interest Portion") is excluded from gross income for federal income tax purposes. In the opinion of Special Counsel, the Interest Portion is exempt from State income taxes. The opinion of Special Counsel will be dated as of the date of initial delivery of the Obligations. The form of such opinion is included as APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the continued exclusion of the Interest Portion from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of its investment earnings with respect to the Purchase Agreement. The City has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions and requirements could result in the Interest Portion being included as gross income for federal income tax purposes, under certain circumstances, from the date of delivery. The opinion of Special Counsel assumes continuing compliance with such covenants.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. The Interest Portion is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations.

Although Special Counsel will render an opinion that, as of the delivery date of the Obligations, the Interest Portion is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Obligations may otherwise affect a Beneficial Owner's (as defined in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers purchasing the Obligations, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations should consult their tax consultants as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

Noncompliance with these requirements could cause the Interest Portion to be included in gross income for federal income tax purposes and to be subject to federal and State income taxation retroactive to the date of execution and delivery of the Obligations. The City has covenanted in the Purchase Agreement to take all such actions that may be required of them for the Interest Portion to be and remain excluded from gross income for federal income tax purposes and not take any actions that would adversely affect that exclusion.

The Purchase Agreement and the Obligations are not "private activity bonds," within the meaning of Section 141 of the Code.

Special Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Special Counsel as of the date thereof. Special Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Special Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Special Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Special Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Obligations. Any such change that occurs before initial delivery of the Obligations could cause Special Counsel to deliver an opinion substantially different from the form of opinion shown in APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION." The extent of change in Special Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposals would apply to obligations (such as the Obligations) issued prior to enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

Original Issue Discount

The initial public offering prices of the Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Obligations"), are less than the respective amounts payable at maturity. As a result, the Discount Obligations will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Obligations was sold (the "OID Issue Price")) of the Discount Obligations and the amount payable at maturity of the Discount Obligations will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Obligation in the initial public offering at the OID Issue Price and who holds the Discount Obligation to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Obligation for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Obligation at maturity.

The original issue discount on each of the Discount Obligations is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Obligation on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Obligation. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Obligation. An initial Beneficial Owner of a Discount Obligation who disposes of the Discount Obligation prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Obligation prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Obligations. Beneficial Owners who do not purchase the Discount Obligations in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Obligations.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Obligation may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein.

Beneficial Owners of Discount Obligations in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Obligations.

Amortizable Premium

The initial public offering prices of the Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Obligations") are greater than the amount payable on such Premium Obligations at maturity. An amount equal to the difference between the initial public offering price of a Premium Obligation (assuming that a substantial amount of the Premium Obligations of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Obligations. The basis for federal income tax purposes of a Premium Obligation in the hands of such initial Beneficial Owner must be reduced each year by the amortizable obligation premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable obligation premium. Such reduction in basis will increase the

amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Obligation. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Obligations should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Premium Obligations for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Obligations.

LEGAL MATTERS

The Obligations are to be sold with the understanding that the City will furnish the Underwriter with the approving opinion of Special Counsel addressing legal matters relating to the validity of the Obligations under Arizona law, and with regard to the tax-exempt status of the Interest Portion (see "TAX EXEMPTION"). The signed legal opinion of Special Counsel will be dated and premised on the law in effect only as of the date of original delivery of the Obligations and will be delivered to the City at the time of original issuance.

The proposed text of the legal opinion is set forth as APPENDIX E – "PROPOSED FORM OF APPROVING LEGAL OPINION." The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Obligations subsequent to the original delivery of the Obligations.

Special Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "INTRODUCTORY STATEMENT," "THE OBLIGATIONS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "TAX EXEMPTION" and "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings as to which Special Counsel expresses no opinion) therein, and in Appendix D – "SUMMARY OF SELECT PROVISIONS OF THE PRINCIPAL DOCUMENTS," Appendix E – "PROPOSED FORM OF APPROVING LEGAL OPINION," and Appendix F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Special Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, as counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend numerous matters, both financial and nonfinancial, affecting the operations of municipalities which could have a material effect on the City and could adversely affect the secondary market value or marketability of the Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Obligations) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Obligations will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Obligations. By rendering a legal opinion, the provider of the legal opinion does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the execution and delivery of the Obligations or the pledge of revenues from Excise Taxes and State Shared Revenues to the payment of the Payments, contesting or questioning the proceedings and authority under which the Obligations have been authorized and are to be sold, executed or delivered, or the validity of the Obligations. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Obligations.

FINANCIAL STATEMENTS

The financial statements of the City for the period ended June 30, 2024, which are included as APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. All financial information presented herein should be read in conjunction with the financial statements and accompanying Notes in APPENDIX C. **The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include such financial statements and Heinfeld, Meech & Co., P.C. has not reviewed this Official Statement nor performed any procedures subsequent to rendering its opinion on such financial statements.** Representatives of the City are not aware of any facts that would make such audited financial statements misleading.

THE FINANCIAL STATEMENTS INCLUDED IN APPENDIX C OF THIS OFFICIAL STATEMENT ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE CITY.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2026 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access System, each as described in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Obligations and their market price.

The City did not timely file (i) certain of the operating data required to be filed in the annual report for the fiscal year ended June 30, 2019, (ii) the annual reports for the fiscal years ended June 30, 2022 through June 30, 2024, with respect to one series of bonds, and (iii) notices of certain rating changes with respect to certain of the City's outstanding obligations, in each case as required by the terms of the City's existing continuing disclosure undertakings (the "Prior Undertakings"). Remedial filings addressing the foregoing have been completed. The City has implemented procedures to facilitate compliance with the Prior Undertakings, the continuing disclosure undertaking related to the Obligations and future similar continuing disclosure undertakings in all material respects.

UNDERWRITING

The Obligations are being purchased by the Underwriter. The Underwriter has agreed to purchase from the City the Obligations at an aggregate purchase price of $_____ pursuant to an obligation purchase agreement between the City and the Underwriter. The aggregate purchase price reflects compensation to the Underwriter of $_____. The Obligations may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Obligations into investment trusts) at prices lower than the public offering prices stated on the inside cover page hereof, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Obligations if any Obligations are purchased.

Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") and Fitch Ratings, Inc. ("Fitch") have assigned ratings of "___" and "___" respectively to the Obligations. Such ratings reflect only the views of S&P and Fitch. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, California 94111. An explanation of the significance of a rating assigned by Fitch may be obtained at One State Street Plaza, New York, New York 10004. Such ratings may be revised or withdrawn entirely at any time by S&P or Fitch if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Obligations. The City will covenant in its continuing disclosure certificate with respect to the Obligations that it will file notice of any formal change in any rating relating to the Obligations. See "CONTINUING DISCLOSURE" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein.

FINANCIAL ADVISOR

Hilltop Securities, Inc. is employed as the Financial Advisor to the City in connection with the execution and delivery of the Obligations. The fees for Financial Advisor are contingent upon the sale, execution and delivery of the Obligations.

The Financial Advisor is not obligated to undertake, and has not undertaken, an independent verification, and does not guarantee or assume responsibility for the accuracy, completeness, or fairness, of the information in this Official Statement.

RELATIONSHIP AMONG PARTIES

Special Counsel has previously represented the Underwriter and the Financial Advisor, and is currently representing the Underwriter and the Financial Advisor, with respect to other financings and has acted or is acting as special counsel with respect to other obligations underwritten by the Underwriter and the Financial Advisor and may do so in the future. Special Counsel also serves and has served as special counsel for one or more of the political subdivisions that the City territorially overlaps. Counsel to the Underwriter has previously acted as special counsel with respect to other obligations underwritten by the Underwriter and may continue to do so in the future if requested.

CONCLUDING STATEMENT

The summaries or descriptions of provisions in the Purchase Agreement and the Trust Agreement contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents.

All projections, forecasts and other information in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Obligations.

The attached APPENDICES A through G are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF BUCKEYE, ARIZONA

By.....
Chief Financial Officer

APPENDIX A

CITY OF BUCKEYE, ARIZONA – GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by a first lien pledge of revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"). The original City site was located approximately four miles south of Interstate 10 on State Route 85 where the Gila and Hassayampa Rivers converge. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass 640 square miles, and the City sits at an elevation above sea level of 888 feet. Not all property within the perimeter boundaries of the City has been annexed into the City. However, over 390 square miles have been annexed into the City.

TABLE A-1

POPULATION STATISTICS

	City of Buckeye	Maricopa County	State of Arizona
2024 Estimate *(a)*	113,349	4,726,247	7,621,703
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339

(a) Estimate as of July 2024 (data released in December 2024).

Source: Arizona Office of Economic Opportunity and the U.S. Census Bureau.

Municipal Government and Organization

The government of the City is directed by a Mayor, six City Council members, and City Manager. The City provides law enforcement and firefighting services to its residents. The Mayor is elected at-large every four years. There are six districts with City Councilmembers serving staggered four-year terms. The City Council appoints a City Manager who has full responsibility for carrying out City Council policies and administrative operations.

Economy

Employment for the City's residents is provided by agricultural activities, services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located outside the boundaries of the City approximately 20 miles west. The close proximity of the City to the greater Phoenix metropolitan area also provides employment.

The following is a partial list of major employers in the City.

TABLE A-2

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail/Grocery	1,590
State of Arizona	Government	1,300
City of Buckeye	Government	740
Litchfield Elementary School District No. 79	Education	490
Buckeye Elementary School District No. 33	Education	460
Fry's Food Stores	Retail/Grocery	420
Clayton Homes	Construction	300
Funko	Distribution	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District No. 25	Education	160

Source: *2023 Arizona COG/MPO Employer Database*, Maricopa Association of Governments. Data accessed December 2024.

The following table illustrates the unemployment rate averages for the City, Maricopa County, the State and the United States of America.

TABLE A-3

UNEMPLOYMENT RATE AVERAGES *(a)*

Calendar Year	City of Buckeye	Maricopa County	State of Arizona	United States of America
2024 *(b)*	4.2%	3.2%	3.6%	4.0%
2023	4.6	3.4	3.9	3.6
2022	4.5	3.3	3.8	3.6
2021	6.1	4.6	5.1	5.3
2020	8.1	7.3	7.8	8.1
2019	5.1	4.2	4.9	3.7

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data through November 2024.

Source: Arizona Office of Economic Opportunity, in collaboration with the U.S. Census Bureau.

Cybersecurity Risks

The City, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the City may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the City's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. In April of 2024, the City experienced an external disruption to its computer network that affected the operability of City computer systems and various City services. The City resolved the system disruption within a short period and was able to restore the City's system and services fully from offsite backups. As part of the restoration effort, the City implemented new Endpoint Detection and Confirmed Multi-Factor Authentication amongst other processes to further enhance security within City systems. No assurance can be given that the City's current efforts to manage cyber threats and security, including policies, procedures, and training will, in all cases, be successful. The City cannot predict what future cyber security events may occur and what impact said events could have on its operations or finances.

APPENDIX B

CITY OF BUCKEYE, ARIZONA – FINANCIAL DATA

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by a first lien pledge of revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

TABLE B-1

Current Year Statistics (For Fiscal Year 2024/25)
City of Buckeye, Arizona

General Obligation Bonds Outstanding	None *(a)*
Excise Tax Revenue and State Shared Revenue-Secured Obligations Outstanding and to be Outstanding	$ 171,880,000 **(b)*
Water and Sewer Revenue Obligations Outstanding	90,467,184
Improvement District Obligations Outstanding	2,649,000

* *Subject to change.*

(a) *In November 2024, voters approved the City's issuance of $282 million of General Obligation Bonds. An initial sale, estimated at $75 million, may occur in calendar year 2025.*

(b) *Includes the Obligations and transactions in progress.*

STATEMENTS OF BONDED INDEBTEDNESS

General Obligation Bonds Outstanding
City of Buckeye, Arizona

Total General Obligation Bonds Outstanding	None *(a)*

(a) *In November 2024, voters approved the City's issuance of $282 million of General Obligation Bonds. An initial sale, estimated at $75 million, may occur in calendar year 2025.*

TABLE B-2

Excise Tax Revenue and State Shared Revenue Obligations Outstanding and to be Outstanding
City of Buckeye, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding	Less: Bonds Being Refunded *	Balance Outstanding and to be Outstanding
2015	$51,260,000	Water system acquisition and improvements	2045	$ 46,580,000	$ 38,550,000	$ 8,030,000
2016 Ref	12,620,000	Refunding	2036	8,410,000	-	8,410,000
2024A	45,230,000	Water system acquisition and improvements	2044	45,230,000	-	45,230,000
[2025]	74,290,000*	[Water system acquisition and improvements] *(a)*	[2044]	74,290,000*	-	74,290,000*
Total Excise Tax Revenue and State Shared Revenue Debt Outstanding						$135,960,000
Plus: The Obligations						35,920,000*
Total Excise Tax Revenue and State Shared Revenue Debt Outstanding and to be Outstanding						$171,880,000*

* *Subject to change.*

(a) *Transaction in progress and subject to change.*

TABLE B-3

Water and Sewer Revenue Obligations Outstanding
City of Buckeye, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding
2010 *(a)*	$12,000,000	Water and wastewater system improvements	2029	$ 1,543,339
2013A *(a)*	3,617,450	Water system improvements	2032	1,704,688
2013B *(a)*	7,370,000	Water system improvements	2032	2,933,264
2013C *(a)*	5,065,000	Water system improvements	2032	1,603,009
2015 *(a)*	761,000	Water system improvements	2034	410,840
2015	250,000	Wastewater system improvements	2044	250,000
2020 *(a)*	108,582,332	Water and wastewater system improvements	2044	64,368,477
2021 *(a)(b)*	18,750,000	Water and wastewater system improvements	2041	17,653,567
Total Water and Sewer Revenue Obligations Outstanding				$ 90,467,184

(a) *Represents the City's financial obligation to the Water Infrastructure Finance Authority of Arizona ("WIFA") pursuant to the respective WIFA Loan Agreement.*

(b) *The original amount was increased from $13,000,000 to $18,750,000 on July 25, 2023.*

TABLE B-4

Improvement District Obligations Outstanding
City of Buckeye, Arizona

The City has the following special assessment obligations outstanding payable from collection of special assessments within the area included in the respective improvement district (collectively, the "Improvement District Bonds").

Issue Series	Original Amount	Purpose	Final Maturity Date (January 1)	Balance Outstanding
2009	$ 2,545,000	Jackrabbit Trail Sanitary Wastewater Improvement District	2029	$ 39,000
2018	5,285,000	Roosevelt Street Improvement District	2038	2,610,000
Total Improvement District Obligations Outstanding				$ 2,649,000

Under Arizona law, the City is required to enforce collection of the installments of such special assessments through sales of the assessment liens upon delinquency. If there are no purchasers at the lien sale, the City is required to "buy in" the liens and to pay the delinquency amount from the City's general fund. Thus the City is the contingent guarantor of the Improvement District Bonds and will become the contingent guarantor of any future, similar bonds.

Other Indebtedness
City of Buckeye, Arizona

The City currently has no other capital lease-purchase agreements, installment purchase agreements or similar obligations outstanding or unpaid.

Source: City Finance Department.

GENERAL FUND

Below are the City general fund revenues, expenditures and changes in fund balance for the audited fiscal years 2019/20 through and including 2023/24 and budgeted fiscal year 2024/25. **See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" for a description of the source of payment for the Obligations. This information is not intended to indicate that the Obligations will be payable from any source other than described under such heading or to indicate future or continuing trends of the financial affairs of the City.**

The following should be read in conjunction with the audited financial statements of the City for the fiscal year ended June 30, 2024, included in APPENDIX C. Such audited financial statements are current as of their date only and may not represent the current financial condition of the City. The City has not requested the consent of the Auditor to include its report and the Auditor has performed no procedures subsequent to rendering its report on the financial statements.

TABLE B-5

	Audited					Budgeted
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25 *(a)*
REVENUES						
Taxes:						
Sales taxes	$ 41,085,190	$ 53,733,428	$ 62,610,325	$ 73,362,148	$ 85,629,774	$ 94,000,000
Property taxes	8,616,105	9,772,512	10,931,379	12,123,020	13,213,273	15,443,900
Franchise fees	3,403,456	3,855,829	4,311,563	4,540,244	5,092,379	5,029,500
Intergovernmental	20,501,125	33,821,220	38,404,532	39,221,090	48,827,409	44,600,300
Fines and forfeitures	745,026	833,398	739,208	1,088,807	1,116,885	836,000
Licenses and permits	13,970,428	21,252,799	19,437,671	17,539,972	18,222,065	18,819,000
Charges for services	2,532,999	2,395,428	3,779,177	4,598,409	6,876,955	6,735,500
Investment earnings	2,336,080	(330,681)	(5,466,323)	2,858,649	11,095,524	2,234,000
Other	731,767	250,438	1,693,598	379,425	830,093	999,500
TOTAL REVENUES	$ 93,922,176	$ 125,584,371	$ 136,441,130	$ 155,711,764	$ 190,904,357	$ 188,697,700
EXPENDITURES						
Current:						
General government	$ 14,965,844	$ 15,384,420	$ 22,075,870	$ 24,107,485	$ 35,247,663	$ 40,740,900
Public safety	34,606,611	36,827,164	42,333,064	49,228,100	55,659,726	67,898,200
Culture and recreation	4,596,985	4,499,922	6,098,297	7,525,419	10,783,465	15,277,200
Public works	3,312,640	3,846,971	4,671,457	6,441,821	8,179,668	20,186,300
Development Services	4,436,942	5,433,221	6,656,235	6,709,548	11,354,072	14,008,600
Engineering	2,748,197	3,379,335	4,897,151	6,851,891	4,215,233	4,409,200
Debt service:						
Principal retirements	701,000	732,000	1,910,400	698,800	721,000	3,560,000
Interest and fiscal charges	524,067	493,306	426,915	371,339	349,203	3,316,500
Leases	-	-	-	-	375,755	-
Capital outlay	2,754,159	1,846,422	5,233,233	9,173,886	38,761,528	51,477,900
TOTAL EXPENDITURES	$ 68,646,445	$ 72,442,761	$ 94,302,622	$ 111,108,289	$ 165,647,313	$ 220,874,800
Excess of revenues over (under) expenditures	$ 25,275,731	$ 53,141,610	$ 42,138,508	$ 44,603,475	$ 25,257,044	$ (32,177,100)
Other financing sources (uses):						
Transfers in	$ 730,990	$ 1,812,713	$ -	$ 1,129,191	$ 3,572,557	$ 8,000,000
Transfers out *(b)*	(8,693,627)	(11,375,146)	(30,196,864)	(28,971,771)	(17,307,889)	(98,841,400)
Issuance of Leases	-	-	-	-	13,406,669	-
Total Other financing sources (uses)	$ (7,962,637)	$ (9,562,433)	$ (30,196,864)	$ (27,842,580)	$ (328,663)	$ (90,841,400)
Fund balance at beginning of year	$ 36,439,069	$ 53,752,163	$ 97,331,340	$ 109,272,984	$ 126,072,234	$ 150,941,409
Fund balance at end of year	$ 53,752,163	$ 97,331,340	$ 109,272,984	$ 126,033,879	$ 151,000,615	$ 27,922,909

* *Subject to change.*

(a) Budgeted figures for fiscal year 2024/25 are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

(b) With respect to "transfers in" and "transfers out' under "Other Financing Sources (uses)" above, "transfers in" and "transfers out" are interfund transfers, meaning the money is moving between different funds of the

City. For example, transfers from the General Fund to the Capital Projects Fund to fund a new building project would be recorded as a "transfer out" of the General Fund and a "transfer in" in the Capital Projects Fund. The budgeted transfer out from the General Fund of $98,000,000 largely represents amounts that may be transferred from the General Fund to the Capital Fund for previously approved and funded projects.

RETIREMENT SYSTEM

Pension and Retirement Plans

The City contributes to the cost-sharing Arizona State Retirement System ("ASRS") and the multiple-employer Public Safety Personnel Retirement System ("PSPRS"). Benefits are established by State statute and, depending on the plan, provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the City and each covered employee contribute in the case of each plan. The City also participates in the City of Buckeye Firefighters' Relief and Pension Fund discussed in "Firefighters' Relief and Pension Fund" below.

ASRS and PSPRS have reported increases in their unfunded liabilities. The increases in unfunded liabilities is expected to result in increased future annual contributions by the City and its employees; however the specific impact on the City's and its employees' future contributions cannot be determined at this time.

GASB adopted Statement Number 68, Accounting and Financial Reporting for Pensions, which requires that cost-sharing employers report their "proportionate share" of a plan's net pension liability in their government-wide financial statements and that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. GASB's Statement No. 67, Financial Reporting for Pensions, is designed to improve financial reporting by state and local governmental pension plans.

See Note 12 in APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" for information about the plans based on GASB's Statements Nos. 67 and 68. Please refer to APPENDIX C for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX C, the latter supersedes the former.

The Arizona State Retirement System. ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 650,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2024, the unfunded liability for ASRS was $18.73 billion with a funding ratio of 74.0 and an assumed earning rate of 7.0%. As of June 30, 2024, the City reported a liability of $43,914,823 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the City) and active members of ASRS are equal. For fiscal year 2025/26, the actuarially determined contribution rate for the City and active members of ASRS is 12.00% (11.86% for retirement and health insurance and 0.14% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the City are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the current and past four fiscal years.

Fiscal year ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2026	11.86%	0.14%	12.00%	unavailable	unavailable
June 30, 2025	12.12	0.15	12.27	unavailable	unavailable
June 30, 2024	12.14	0.15	12.29	74.0%	$5,441,609
June 30, 2023	12.03	0.14	12.17	73.1	4,336,617
June 30, 2022	12.22	0.19	12.41	72.7	3,673,218

The Public Safety Personnel Retirement System. PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 265 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislature ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or define benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

Fire

	Fiscal Year Ended				
	6/30/2026	6/30/2025	6/30/2024	6/30/2023	6/30/2022
Contribution Rates*					
Tier 1 Defined Benefit Employer	22.26%	22.85%	20.58%	19.84%	23.16%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	22.26%	22.85%	20.58%	19.84%	23.16%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	13.47%	14.23%	12.85%	14.18%	17.26%
Tier 3 Defined Benefit Employee (a)	8.69%	8.89%	9.56%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	15.52%	16.07%	13.89%	15.09%	17.20%
Tier 3 Defined Contribution Employee	10.74%	10.73%	10.60%	10.85%	9.88%
Pension Funded Status	N/A	N/A	91.1%	90.0%	93.6%
Health Funded Status	N/A	N/A	128.0%	120.5%	119.9%
Total City (Employer) Pension and Health Contribution	N/A	N/A	N/A	$2,788,286	$3,110,839

Police

	Fiscal Year Ended				
	6/30/2026	6/30/2025	6/30/2024	6/30/2023	6/30/2022
Contribution Rates*					
Tier 1 Defined Benefit Employer	27.04%	28.23%	30.09%	31.39%	31.58%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	27.04%	28.23%	30.09%	31.39%	31.58%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	20.75%	22.47%	24.94%	26.75%	27.33%
Tier 3 Defined Benefit Employee (a)	8.69%	8.89%	9.56%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	22.80%	24.31%	25.98%	27.66%	27.27%
Tier 3 Defined Contribution Employee	10.74%	10.73%	10.60%	10.85%	9.88%
Pension Funded Status	N/A	N/A	77.4%	74.3%	71.9%
Health Funded Status	N/A	N/A	134.3%	132.5%	123.2%
Total City (Employer) Pension and Health Contribution	N/A	N/A	N/A	$4,076,430	$2,775,259

* Sum of the Pension and Health insurance premium benefit contribution rates.

(a) Does not include additional contribution percentage of 3% associated with defined benefit members additionally participating in the defined contribution plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

Statutory Changes and Court Decisions Regarding PSPRS. PSPRS is operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various retirement program modifications designed to mitigate the increasing unfunded liabilities in the program. Some of these modifications were enacted by the Arizona Legislature and other changes (like Prop 124) were implemented by voter approved amendments to the State Constitution. Additionally, in some instances, modifications enacted by the Arizona Legislature were reversed based on the outcome of successful court challenges. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

Potential Future State Legislation Affecting ASRS and PSPRS. Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the ASRS and PSPRS and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Other Post-Employment Retirement Benefits. During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan. Please refer to APPENDIX C of the Official Statement which includes the City's audited financial statements and specifically "Note 1. Summary of Significant Accounting Policies."

The City's employees, their spouses and survivors may be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses also may qualify for retiree health care benefits through the State. Such individuals may obtain the health care benefits offered by the State by paying 100% of the applicable health care insurance premium, net of any subsidy provided by the State. The benefits are available to all retired participants in the State's health care program. The City does not make payments for OPEB costs for such retirees.

Please see Note 12 in APPENDIX C of the Official Statement for further discussion of the City and its OPEB.

Firefighters' Relief and Pension Fund. The City of Buckeye Volunteer Firefighters' Relief and Pension Fund is a defined contribution pension plan administered by the City and a board of trustees for the City's volunteer firefighters.

A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. According to state statute, a volunteer firefighter who has served for 25 years or more or has reached 60 years of age and has served 20 years or more shall be eligible to receive a monthly retirement not to exceed $150 per month, as determined by the board of trustees. Such pension, if paid, may be increased or decreased in amount, or discontinued at the discretion of the board of trustees. Pension and relief benefits may only be paid from the income of the trust fund.

However, a firefighter who leaves the service without being eligible for retirement benefits is entitled to all previous deductions from his salary plus interest at a rate determined by the board of trustees. As established by state statute, in lieu of another acceptable pension plan, all volunteer firefighters must participate in the pension plan from the date they enter service.

The State of Arizona is required by statute to contribute a portion of the annual tax received on fire insurance premiums. During the fiscal year ended June 30, 2023, there were no contributions made.

No pension provision changes occurred during the year that affected the required contributions made by the City or its volunteer firefighters. The Firefighters' Relief and Pension Fund held no securities of the City or other related parties during the fiscal years or as of the close of the fiscal year.

Governmental Accounting Standards Board

GASB adopted Governmental Accounting Standards Board Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 also requires that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. See Note 12 in APPENDIX C – "CITY OF BUCKEYE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" for further discussion of the City and its pension liability.

New Reporting Requirements. GASB Statement No. 67, Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25, is designed to improve financial reporting by state and local governmental pension plans. This statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements that meet certain criteria.

APPENDIX C

CITY OF BUCKEYE, ARIZONA –

AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

The following audited financial statements are for the fiscal year ended June 30, 2024. These are the most recent audited financial statements available to the City. THESE FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE CITY.

The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include such financial statements and Heinfeld, Meech & Co., P.C. has not reviewed this Official Statement nor performed any procedures subsequent to rendering its opinion on such financial statements.

APPENDIX D

SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS

DEFINITIONS OF CERTAIN TERMS

In addition to the terms defined elsewhere herein, the following terms shall, for all purposes of the Trust Agreement and the Purchase Agreement have the following meanings:

"Annual Debt Service" means the amount to be paid in any fiscal year of the City with respect to the Parity Obligations for payment of principal and interest requirements.

"City Representative" means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager or the Mayor and Council to act on behalf of the City with respect to this Trust Agreement.

"Defeasance Obligations" means, to the extent permitted by law (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), or (3) evidences of ownership of proportionate interests in future interest and payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) any combination thereof.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund of that name established pursuant to the Trust Agreement.

"Depository Trustee" means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"*Depository Trust Agreement*" means the depository trust agreement dated as of [_____ 1, 2025] by and between the City and the Depository Trustee.

"*Event of Default*" means an event of default under the Purchase Agreement as provided in Section 10 thereof.

"*Existing Parity Obligations*" means the payments due from the City in connection with the 2015 Obligations, the 2016 Refunding Obligations, and the 2024A Obligations on parity with City's pledge of and lien on the revenues from Excise Taxes and State Shared Revenues for the payment of the Payments in connection with the Obligations.

"Maximum Annual Debt Service" means the greatest Annual Debt Service in any fiscal year of the City.

"Outstanding" refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory redemption installment; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been

irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest on such Obligations, provided, however, that if any such Obligations are to be redeemed prior to maturity, the City shall have taken all action necessary to redeem such Obligations and notice of such redemption shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to mail shall have been given to the Trustee.

"Owner" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"*Parity Obligations*" means and includes the Existing Parity Obligations and any additional bonds, lease purchase agreements, purchase agreements or other obligations authorized by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from revenues from Excise Taxes and State Shared Revenues on parity with, and in compliance with the terms of, the then-outstanding Parity Obligations.

"Payment Fund" means the fund of that name established pursuant to the Trust Agreement.

"Permitted Investments" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

"*State Shared Revenues*" means all received amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes. Revenues received by the City from vehicle license taxes charged by the State are not deemed State Shared Revenues for purposes of this Trust Agreement or the Purchase Agreement.

"*2015 Obligations*" means the City's Excise Tax Revenue Obligations, Series 2015.

"*2016 Refunding Obligations*" means the City's Excise Tax Revenue Refunding Obligations, Series 2016.

"*2024A Obligations*" means the City's Excise Tax Revenue Obligations, Series 2024A.

THE TRUST AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Trust Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations[, net of the Underwriter's discount,] shall forthwith be applied by the Trustee as follows:

(a) The Trustee shall deposit $[_____] in the Delivery Costs Fund; and

(b) The Trustee shall transfer [the remainder of the proceeds in the amount of] $[_____] to the Depository Trustee for application in accordance with the Depository Trust Agreement to prepay and refinance in full the Obligations Being Refunded in advance of maturity.

Redemption of Obligations Being Refunded. As of the date of issuance of the Obligations, the Depository Trustee and the City shall enter into the Depository Trust Agreement, pursuant to which the proceeds of the Obligations identified in Section 3.1(b) of the Trust Agreement shall be deposited into the depository trust created in accordance with the Depository Trust Agreement. Sufficient amounts of the proceeds of the Obligations shall be deposited with the Depository Trustee and used to purchase [Defeasance Obligations and create a beginning cash balance,] sufficient to pay all amounts needed to redeem the Obligations Being Refunded on or before [July 1, 2025].

Establishment and Application of Delivery Costs Fund.

(a) The Trustee shall establish and maintain a special trust fund designated as the "*City of Buckeye, Arizona, Series 2025 Refunding Delivery Costs Fund*" (herein referred to as the "*Delivery Costs Fund*"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Delivery Costs Fund shall be disbursed for the payment of Delivery Costs.

(c) On the earlier of [____ 1, 2025], or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund or such other fund as directed by a City Representative. Upon such transfer, the Trustee shall close the Delivery Costs Fund.

Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "*City of Buckeye, Arizona, Series 2025 Refunding Payment Fund*" (herein referred to as the "*Payment Fund*"). So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than 10 Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest on the Obligations as the same shall become due and payable, in accordance with the provisions of Article II of the Trust Agreement.

Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds under the Trust Agreement to the Payment Fund.

Surplus. Any surplus remaining in any of the funds created under the Trust Agreement, after redemption and payment or provision for redemption and payment of all Obligations, including accrued interest, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such redemption and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

Held in Trust. The moneys and investments held by the Trustee under the Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in the Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

Investments Authorized. Upon written order of the City Representative, moneys held by the Trustee under the Trust Agreement shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Absent timely and specific written direction from the City Representative, the Trustee shall hold any cash held by it hereunder uninvested. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments and such written investment direction shall constitute a certification that such directed investment constitutes a Permitted

Investment. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations Chapter 1, Part 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee also is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The City acknowledges that the legal obligation to pay the purchase price of any Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in the Trust Agreement, (a) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (b) nothing in the Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code § 9-206.

Accounting. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the Trust Agreement.

Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to Section 148 of the Code.

Costs of Issuance Fund. The Costs of Issuance Fund will be established by the Trustee from which the Trustee will pay Delivery Costs. On the earlier of October 1, 2025*, or when all Delivery Costs have been paid, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund.

Appointment of the Trustee. The City will maintain as the Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority, then the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Liability of the Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute the Trust Agreement, the recitals of facts, covenants and agreements in the Trust Agreement and the Obligations will be taken as statements, covenants and agreements of the City, and the Trustee will assume no responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of the Trust Agreement or the Obligations or will incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Trust Agreement or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee will perform only such duties as are specifically set forth in this Trust Agreement. After the occurrence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of its own.

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* *Subject to change.*

Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible as described hereinabove, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Protection and Rights of the Trustee. The Trustee will be protected and will incur no liability in acting or proceeding in good faith upon any document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and the Trustee will be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such document, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee will not be bound to recognize any person as an Owner of any Obligation or to take any action at the request thereof unless such Obligation will be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation will be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it in good faith.

Whenever in the administration of its duties under the Trust Agreement, the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action thereunder, such matter (unless other evidence in respect thereof be specifically prescribed) will be deemed to be conclusively proved and established by the certificate of the appropriate representative of the City and such certificate will be full warranty to the Trustee for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The Trustee will not be answerable for the exercise of any discretion or power under the Trust Agreement or for anything whatever in connection with the funds established thereunder, except only for its own willful misconduct or negligence.

No provision in the Trust Agreement will require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee will not be required to take notice or be deemed to have notice of an Event of Default, except for nonpayment of amounts due under the Trust Agreement or the Purchase Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

The will from time to time, as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, including an hourly rate based fee after an Event of Default and will reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties.

Removal of the Trustee. The Trustee may be removed by the City (if not in default) or by the Owners of a majority in aggregate principal amount of the Obligations.

The Trustee may also resign effective upon the appointment of a successor the Trustee by the City.

Amendments Permitted. The Trust Agreement and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement which will become effective upon the written consent of the

Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of certain disqualified Obligations. No such modification or amendment will (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon redemption thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto.

The Trust Agreement and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement, without the consent of any Owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved in the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of the interest on the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision in the Trust Agreement and Purchase Agreement, (7) to facilitate the incurrence of the additional Parity Obligations, (8) with respect to rating matter, or (9) in regard to questions arising thereunder, as the parties thereto may deem necessary or desirable and which will not adversely affect the interests of the Owners of the Obligations. Any such supplemental or amending agreement will become effective upon execution and delivery by the parties thereto.

Procedure for Amendment With Written Consent of Obligation Owners. A copy of the proposed supplemental or amending agreement, together with a consent request, must be mailed to each Owner of an Obligation, but failure to mail copies of such supplemental or amending agreement and request does not affect the validity of the supplemental or amending agreement when assented to by a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations then disqualified). The supplemental or amending agreement will not become effective until the required Owners have consented and the Trustee has mailed notice to the Owners of the Obligations stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will become effective (but failure to mail copies of said notice shall not affect the validity of such supplemental or amending agreement or consents thereto).

Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in the Trust Agreement, and will not be entitled to vote upon, consent to, or take any other action provided therein.

No Liability of the City for the Trustee Performance. The City will have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement

Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything in the Trust Agreement or in the Purchase Agreement to the contrary, there will be no right under any circumstances to accelerate the maturities of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of the Trust Agreement or the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained in the Trust Agreement.

Power of the Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, or disposal of such action; provided, however, that the Trustee will not discontinue, or otherwise dispose of any litigation, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

Limitation on Obligation Owners' Right to Sue. No Owner of any Obligation will have the right to institute any action, for any remedy, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers granted or to institute such action, in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity; and (d) the Trustee shall have not complied with such request for a period of sixty (60) days.

No one or more Owners of Obligations will have any right in any manner whatever by their action to enforce any right under the Trust Agreement, except in the manner therein provided, and all proceedings with respect to an Event of Default will be pursued in the manner therein provided and for the equal benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, will not be impaired or affected without the consent of such Owner.

Defeasance. If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest and redemption premium, if any, with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal, interest and redemption premium; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal, premium and interest) at their respective maturity dates or prior redemption;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to all Outstanding Obligations will cease and terminate, except only the obligation of the Trustee

to pay or cause to be paid, from funds deposited pursuant to paragraphs (b) or (c) above and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations will continue to represent direct and proportionate interests of the Owners thereof in such funds.

If any Obligation or portion thereof will not mature within sixty (60) days of the deposit referred to in paragraphs (b) or (c) above, the Trustee shall give notice of such deposit by first class mail to the Owners.

No Payment or Obligation may be so provided for based on redemption prior to maturity unless the Trustee has mailed irrevocable notice of redemption for such Obligations or the City has given the Trustee irrevocable instructions to redeem such Obligations.

THE PURCHASE AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Purchase Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Payments. The obligation of the City to make the Payments will be limited to amounts from revenues from Excise Taxes and State Shared Revenues. The City will receive a credit against amounts due with respect to the Payments equal to any amounts held and available in the Payment Fund.

The obligation of the City to make the Payments from the sources described and to perform and observe the other agreements contained in the Purchase Agreement will be absolute and unconditional and will not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the City (i) will not suspend or discontinue the Payments, (ii) will perform and observe all other agreements contained in the Purchase Agreement, and (iii) will not terminate the Purchase Agreement for any cause.

Providing for Payment. The City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as and when the same becomes due and payable at its scheduled due date or on a date on which it can be prepaid;

(b) by depositing the with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable, in such amount as shall be certified by a national firm of certified public accountants acceptable to the City as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial payment of a Payment resulting in a partial payment of redemption of Obligations, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial payment or redemption of Obligations from the proceeds of such payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts due pursuant to the Purchase Agreement (including the Payments) at the time when the same are to be paid as provided in the Purchase Agreement or the Trust Agreement, (B) the violation by the City of any other covenant or provision of the Purchase Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to any of the

Existing Obligations or any additional Parity Obligations, or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State of Arizona, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of such amounts as required under the Purchase Agreement or the Trust Agreement on the due date, or the nonpayment of the payments on their due dates with respect to any of the Existing Obligations or any additional Parity Obligations, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or the Purchase Agreement not cured within sixty (60) days after notice in writing from the Trustee specifying such default; and (C) in the case of any default under any of the Existing Obligations or any additional Parity Obligations, after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect such amounts payable by the City under the Trust Agreement or the Purchase Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement, or covenant of the City under the Trust Agreement or the Purchase Agreement and with respect to revenues from Excise Taxes and State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of the amounts of revenues from Excise Taxes and State Shared Revenues which are pledged to the payment of amounts due thereunder, with such powers as the court making such appointment shall confer (and the City will irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

The obligations of the City under the Purchase Agreement, including, without limitation, its obligation to pay the Payments, will survive any action brought, and the City will continue to pay the Payments and perform all other obligations provided in the Purchase Agreement; provided, however, that the City will be credited with any amount received by the Trustee.

APPENDIX E

PROPOSED FORM OF APPROVING LEGAL OPINION

[Date of Closing]

[Trustee]

Re: Excise Tax Revenue Refunding Obligations, Series 2025 Evidencing Proportionate Interests of the Owners Thereof in Payments to be Made by the City of Buckeye, Arizona to [Trustee], as Trustee, Dated the Date Hereof

We have examined the transcript of proceedings (the "Transcript") relating to the initial execution and delivery by [Trustee], as trustee (the "Trustee") of the Excise Tax Revenue Refunding Obligations, Series 2025 (the "Obligations"), pursuant to a Trust Agreement, dated as of March 1, 2024 (the "Trust Agreement"), by and between the Trustee and the City of Buckeye, Arizona (the "City"). Each of the Obligations is an undivided, participating, proportionate interest in certain payments to be made by the City pursuant to a Purchase Agreement, dated as of March 1, 2024 (the "Purchase Agreement"), by and between the Trustee and the City to provide funds necessary to refinance and prepay certain payments due pursuant to the Agreement between the City and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank Nation Association) dated as of July 1, 2015. In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinions rendered herein below.

In such examination, we have examined originals (or copies certified or otherwise identified to our satisfaction) of the foregoing and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the accuracy of the statements contained in such documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents contained in the Transcript. We have also relied upon the opinion of the City Attorney delivered even date herewith as to the matters provided therein.

Based upon such examination of the Transcript, we are of the opinion that, under the law existing on the date of this opinion:

1. The Obligations, the Trust Agreement and the Purchase Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof and the rights thereunder are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally; except to the extent that the enforceability thereof and the rights thereunder may be limited by the application of general principles of equity and, as to the Trust Agreement, except to the extent that the enforceability of the indemnification provisions thereof may be affected by applicable securities laws.

2. The obligations of the City pursuant to the Purchase Agreement with respect to payment of principal and interest with respect to the Obligations are solely from the revenues and other moneys pledged and assigned pursuant to the Trust Agreement to secure such payments. Those revenues and other moneys include payments required to be made by the City pursuant to the Purchase Agreement, and the obligation of the City to make those payments is secured by a limited pledge of revenues from "Excise Taxes" and "State Shared Revenues" as described in, and provided by, the Purchase Agreement. Such payments are not secured by an obligation or pledge of any moneys raised by taxation other than the specified taxes; the Obligations do not represent or constitute a debt or pledge of the general credit of the City and the Purchase Agreement, including the obligation of the City to make the payments required thereunder, does not represent or constitute a debt or pledge of the general credit of the City.

3. (a) Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, the portion of each payment made by the City pursuant to the Purchase Agreement, denominated and comprising interest and received by the beneficial owners of the Obligations (the "Interest Portion"), is excludable from the gross income of the owners thereof for federal income tax purposes and is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), the Interest Portion is not excluded from the determination of adjusted financial statement income. We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of the Interest Portion on, or ownership or disposition of, the Obligations. The Code includes requirements which the City must continue to meet after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to their date of execution and delivery. The City has covenanted in the Purchase Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. (Subject to the same limitations in the first numbered paragraph hereof as they would relate to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed in this paragraph, we have assumed continuing compliance with the tax covenants referred to hereinabove that must be met after the execution and delivery of the Obligations in order that the Interest Portion not be included in gross income for federal tax purposes.

(b) Assuming the Interest Portion is so excludable for federal income tax purposes, the Interest Portion is exempt from income taxation under the laws of the State of Arizona. (We express no opinion regarding other State tax consequences resulting from the receipt or accrual of the Interest Portion on, or disposition or ownership of, the Obligations.)

Our opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

GUST ROSENFELD P.L.C.

APPENDIX F

$35,920,000*
CITY OF BUCKEYE, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2025
(CUSIP Base No. 118087)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Buckeye, Arizona (the "*City*") in connection with the execution and delivery of $35,920,000* in aggregate principal amount of Excise Tax Revenue Refunding Obligations, Series 2025 (the "*Obligations*"). The Obligations are being executed and delivered pursuant to a Trust Agreement, dated as of May 1, 2025* (the "*Trust Agreement*"), by and between the City and May 1, 2025*, as trustee (the "*Trustee*"). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Agreement*" means the Agreement, dated as of May 1, 2025*, by and between the City and the Trustee.

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

"*Dissemination Agent*" shall mean the City, or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

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* *Subject to change.*

"*Financial Obligation*" shall mean (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Obligation.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____], 2025, relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with the offering of the Obligations.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized securities law counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2026, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the Official Statement in TABLE 4 – Historical and Budgeted Excise Taxes and State Shared Revenue Collections.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Beneficial Owners, if material;
(viii) Obligation calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary

course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Beneficial Owner, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Beneficial Owner, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Beneficial Owner may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter or Special Counsel.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, and shall create no rights in any other person or entity.

Section 14. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Date: [_____], 2025.

CITY OF BUCKEYE, ARIZONA

By _____
Chief Financial Officer

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $35,920,000* Excise Tax Revenue Refunding Obligations, Series 2025
Dated Date of Obligations: [_____], 2025 Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____], 2025. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

CITY OF BUCKEYE, ARIZONA

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Buckeye, Arizona
Name of Issue: $35,920,000* Excise Tax Revenue Refunding Obligations, Series 2025
Dated Date of Obligations: [_____], 2025 Base CUSIP: 118087

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____], 2025 with respect to the above-named Obligations. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF BUCKEYE, ARIZONA

By_____
Its _____

[Exhibits to Continuing Disclosure Certificate]

* *Subject to change.*

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC") will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Obligations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Obligations, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligation documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the

alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Obligations and the redemption price of any Obligation will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Obligations and the redemption price of any Obligations will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.C. FIN - US Department of Transportation - Promoting Resilient Operations for Transformative Efficient Cost-Saving Transportation Grant Application - Yuma Road and Verrado Way Flood Mitigation Planning Project
DATE PREPARED: 03/12/25	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the submission of a $500,000 US Department of Transportation - Promoting Resilient Operations for Transformative Efficient Cost-Saving Transportation Grant Application for flood mitigation planning and design at the Yuma Road and Verrado Way intersection, with no local-match requirement; authorize the City Manager and the Grant Program Manager to submit the same; and authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of submission of the Grant Application.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to improve and protect the intersection of Yuma Road and Verrado Way from flooding. Yuma Road is an east-west arterial road south of Interstate 10 in Buckeye. Verrado Way is one of four north-south arterial roadways that connect Interstate 10 to Maricopa County Road 85. Historically, this intersection has experienced floods that decrease roadway safety and shut down portions of the intersection. The average daily traffic volume of this intersection is approximately 22,873 vehicles. If awarded, this project will cover a two-year period to generate the plan and design to resolve the flooding issue at the Yuma Road and Verrado Way intersection. The plan should suggest resolution alternatives such as installing storm drainpipes, raising the intersection, or other innovative solutions. The completed plan should lead to an implementation project that resolves the drainage and flooding problems being experienced at this location while enhancing resilience.

BENEFITS:
This project seeks to remedy the safety and flooding issues that currently exist at the Yuma Road and Verrado Way intersection through a planning and design project. This project lays the groundwork for a construction project once the planning and design are completed. This project supports the Buckeye multimodal transportation network that will enable all people to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease. If awarded, Buckeye would use the completed plan to pursue an infrastructure construction grant through this same grant program.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. After the planning and design of the proposed project are complete, the City Buckeye Grants Team will pursue a grant to fund an infrastructure construction grant through this same grant program.

FINANCIAL IMPACT STATEMENT:

The Federal grant portion is $500,000, with no match from the City of Buckeye. The total project cost is $500,000.

BUDGETED:
Yes

FISCAL YEAR:
2026-2028

FUND/DEPARTMENT:
Engineering

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap PROTECT - Yuma & Verrado Planning App.docx
Project Narrative.pdf
Budget Narrative.pdf

U.S. Department of Transportation – Promoting Resilient Operations for Transformative Efficient Cost-saving Transportation Grant Application – Yuma Road and Verrado Way Flood Mitigation Planning Project Summary Recap

Project Description:

The City of Buckeye seeks to improve and protect the intersection of Yuma Road and Verrado Way from flooding. Yuma Road is an east-west arterial road south of Interstate 10 in Buckeye and Verrado Way is one of 4 north-south arterial roadways that connect Interstate 10 to Maricopa County Road 85. Historically, this intersection has experienced floods that decrease roadway safety and shut down portions of the intersection. The average daily traffic volume of this intersection is approximately 22,873 vehicles. If awarded, this project will cover a 2-year period to generate the plan and design to resolve the flooding issue at the Yuma Road and Verrado Way intersection. The plan should suggest resolution alternatives such as installing storm drainpipes, raising the intersection, or other innovative solutions. The completed plan should lead to an implementation project that resolves the drainage and flooding problems being experienced at this location while enhancing resilience.

Project Cost

- $500,000 ($500,000 Reimbursable based on budget)

Required Match

- $ 0

Grant Amount

- $500,000

Plans Once Grant Expires:

- If awarded, the Award Agreement will be presented to Council for acceptance and approval. After the planning and design of the proposed project are complete, the City of Buckeye Grants Team will pursue a grant to fund an infrastructure construction grant through this same grant program.

Objectives and Expected Outcomes

- This project seeks to remedy the safety and flooding issues that currently exist at the Yuma Road and Verrado Way intersection through a planning and design project. This project lays the groundwork for a construction project once the planning and design are completed. This project supports the Buckeye multimodal transportation network that will enable all people to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease. If awarded, Buckeye would use the completed plan to pursue an infrastructure construction grant through this same grant program.

Time Period for the Grant

- FY 2026 – FY 2028

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II. Grant Funds, Sources and Uses all PROTECT Discretionary Funding 11
III. Merit Criteria 12
IV. FHWA Priority Considerations 14
V. Other Required Forms ..... Attached in Grants.gov

Cover Page

Project Title	Buckeye Yuma Road and Verrado Way Flood Mitigation Planning
Project Description	Planning for flood mitigation for the intersection of Yuma Road and Verrado Way.
Lead Applicant	City of Buckeye
Type of Grant(s)	Planning
Project Location	33.435662, -112.504273 Intersection of W. Yuma Road and S. Verrado Way, Buckeye, AZ 85326
Amount of Funding Requested Under this NOFO	$500,000
Cost Share Requested[i]	No cost share
Total Project Cost	$500,000
Is the proposed project prioritized on a Resilience Improvement Plan developed in accordance with 23 U.S.C. § 176(e)?	Not that Buckeye is aware.
Is the project fully located in a Rural area?[ii]	Yes, the proposed project is the intersection of W. Yuma Road and S. Verrado Way which. According to the U.S. Department of Transportation's Grant Project Location Verification Tool, this intersection is located within a rural area.
Is the project located in or serving a Historically Disadvantaged Community?[iii]	Yes, CEJST currently does not exist, but when it did, the project was shown as serving historically disadvantaged communities (Census tracts 507.01, 507.02, 506.17) within a 5-mile radius of the proposed project. Yuma Road is an east-west arterial road, while Verrado Way is a north-south arterial road, both of which are access roadways for disadvantaged communities.
Which type(s) of natural hazards does the project address?	Flooding
Which transportation modes are addressed by the project?	Roadway, Bicycle/Pedestrian, Public Transportation
Which Census tract(s) does the project encompass?[iv]	506.12 and 506.13

I. Basic Project Information

Project Description

The City of Buckeye (Buckeye) is located 40 miles west of Phoenix and consists of 640 square miles. Buckeye is one of the fastest-growing cities in the United States and is home to approximately 114,000 people. Buckeye is only 15% built out and is estimated to have a population of 295,400 people by 2040, according to the Maricopa Association of Governments (MAG) *https://www.growbuckeye.com/pages/choose-buckeye*. Buckeye has approximately 1,000 miles of roadway that they maintain regularly to ensure the safety of all roadway users. The subject of this request is the Yuma Road and Verrado Way Intersection within Buckeye, Arizona.

The intersection of Verrado Way and Yuma Road is a critical intersection in the City of Buckeye (City). Yuma Road is a major east-west roadway through the City. It is classified as a major arterial in the City. Yuma Road is an east-west arterial road that is located approximately 1.75 miles south of Interstate 10 (I-10) and runs from the easternmost part of Buckeye to the westernmost part of Buckeye. Yuma Road is projected to have over 45,000 daily vehicles by 2035. It parallels Interstate 10 (I-10) and is the closest continuous roadway parallel to the I-10 through the City of Buckeye (varies between 1 and 1.5 miles south of I-10). During closures on I-10 through the City of Buckeye (maintenance work or fatal crashes), I-10 traffic is detoured to Yuma Road for both the eastbound and westbound directions.

Verrado Way is one of the 4 north-south arterial roadways that connects from the northernmost part of Buckeye at the southern border of the White Tank Mountain range, intersecting through I-10 and south to Maricopa County Road 85 (MC 85) through to the southernmost part of Buckeye. MC 85 runs through the Downtown Buckeye area which is known as a historically disadvantaged community within Buckeye, according to the Climate Equity Justice Screening Tool (CEJST). The Yuma Road and Verrado Way intersection has an average daily traffic volume of 22,873, as of February 11, 2025, with an AM volume peak of 2,615 and a PM volume peak of 2,429 (see below image).

Currently, over 90% of Buckeye residents go east into the Phoenix Metropolitan area to work and the intersection of Verrado Way and Yuma Road is key to providing access to I-10 and the regional roadway network for residents to get to and from work. When the intersection was initially constructed in the late 90's, it was a t-intersection only (no north leg) and was constructed at a low water crossing. There was an auxiliary field located to the northwest of the intersection that directs stormwater runoff along its north side toward the intersection. See the image below.

Reset

CITY OF BUCKEYE
CAPACITY ANALYSIS TOOL

Data Source:
City of Buckeye Data Collection

INTERSECTION VOLUMES

Report Printed 02/11/2025

Intersection

Verrado Way and Yuma Road

Crash Rate (5yr crashes/1 million entering vehicles)	Daily Volume
1.389	22,873

*Average of Tuesdays and Thursdays when school was in session

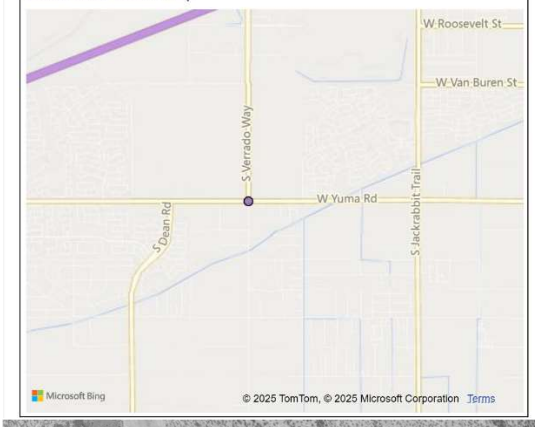
Year

2023-24

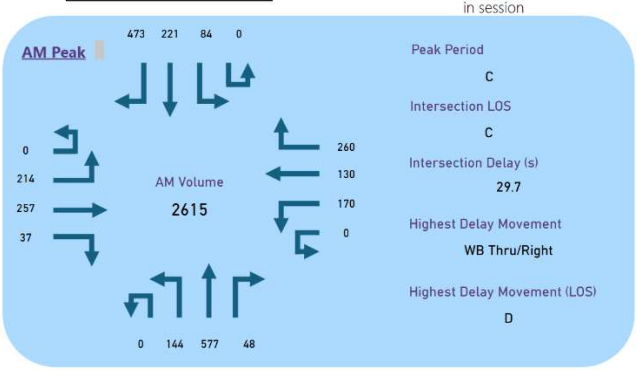
Data Collection Source	Data Collection Date
Gridsmart Camera	07/31/23 - 10/09/2023

Crashes by Year and Injury Severity

Data Collection Map

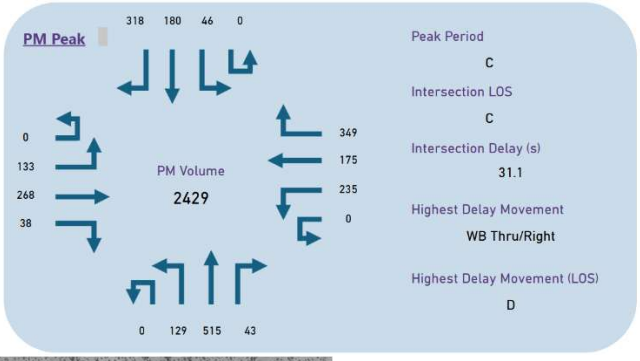


AM Peak

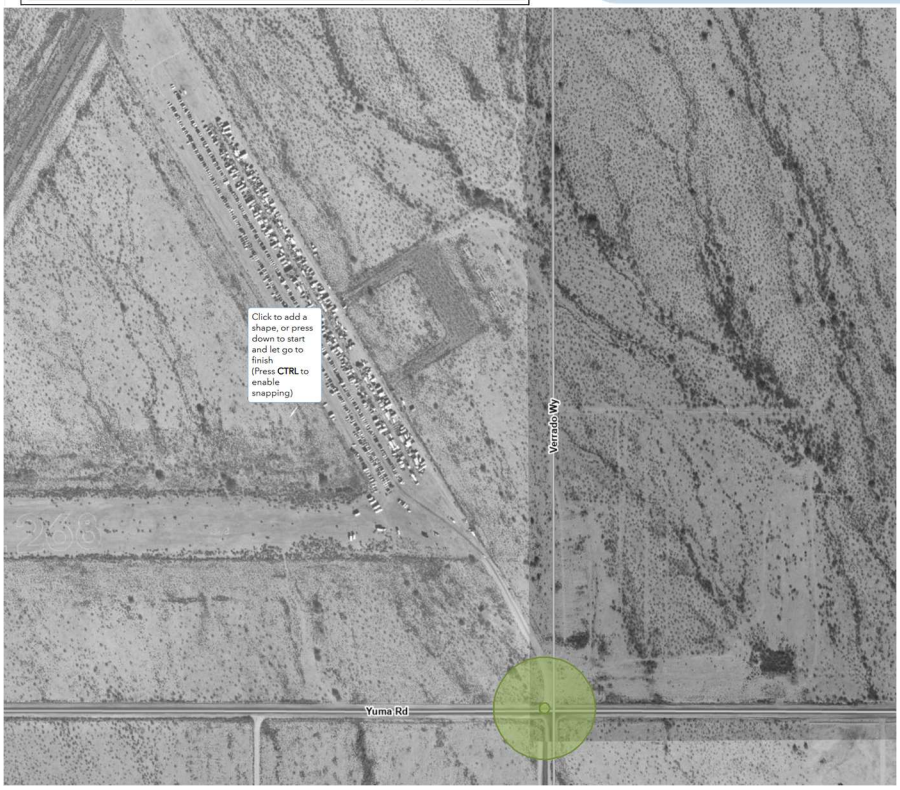


Peak Period	C
Intersection LOS	C
Intersection Delay (s)	29.7
Highest Delay Movement	WB Thru/Right
Highest Delay Movement (LOS)	D

PM Peak



Peak Period	C
Intersection LOS	C
Intersection Delay (s)	31.1
Highest Delay Movement	WB Thru/Right
Highest Delay Movement (LOS)	D



In 2008, the north leg of the intersection was constructed north for approximately 1.75 miles to connect to the recently completed traffic interchange with I-10. See the following image.

Minor improvements to the intersection have occurred since 2009 – installing a traffic signal, as well as some temporary pavement to provide additional lanes. The current intersection of Verrado Way and Yuma Road provides the following approach lanes –

- Northbound – single left turn lane, single through lane, and shared through/right turn lane
- Eastbound – two left turn lanes, single through lane, and shared through/right turn lane
- Southbound – single left turn lane, single through lane, and single right turn lane
- Westbound – single left turn lane, single through lane, and shared through/right turn lane

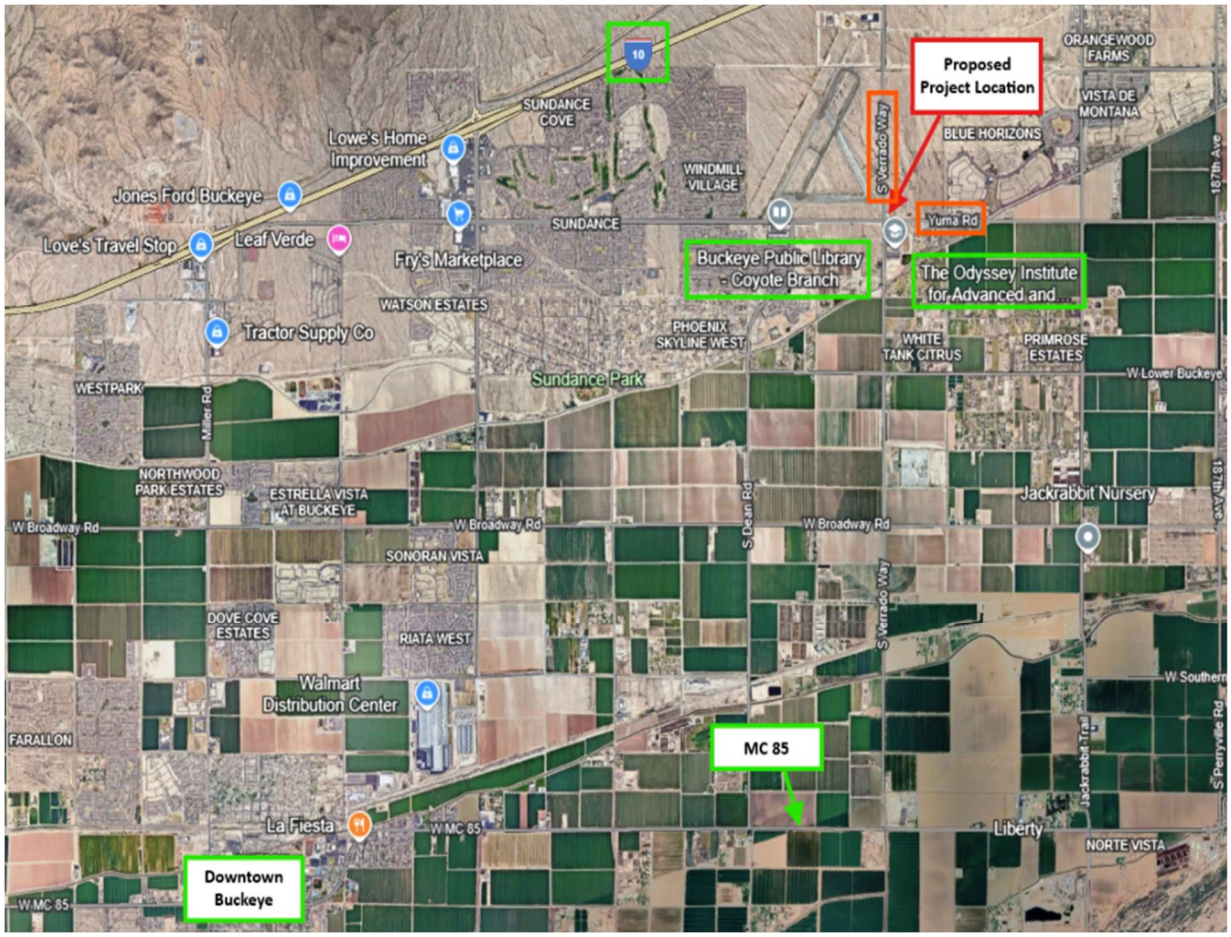
The low water crossing condition in the intersection has remained since its original construction. During storm events, the intersection routinely floods and during large storm events, the water stays in the intersection for several days. During the flooding associated with the large storm events residents who would normally use the Verrado Way/Yuma Road intersection to access I-10 for work must find an alternative route. This places a burden on the roadway network within the City and the few traffic interchanges to I-10. The following is an image of the flooding from a recent storm. An example of the flash flooding that Buckeye experiences can be viewed at *Buckeye, AZ Rainbow Wash Flash Flooding - 7/23/2020*.

Approximately ¼ mile south of the intersection is a school with about 1,800 students. Nearly all of the students that attend the school arrive via school buses or standard vehicles (less than 1% walk to the school). During large storm events, access to the school is comprised when the intersection is flooded.

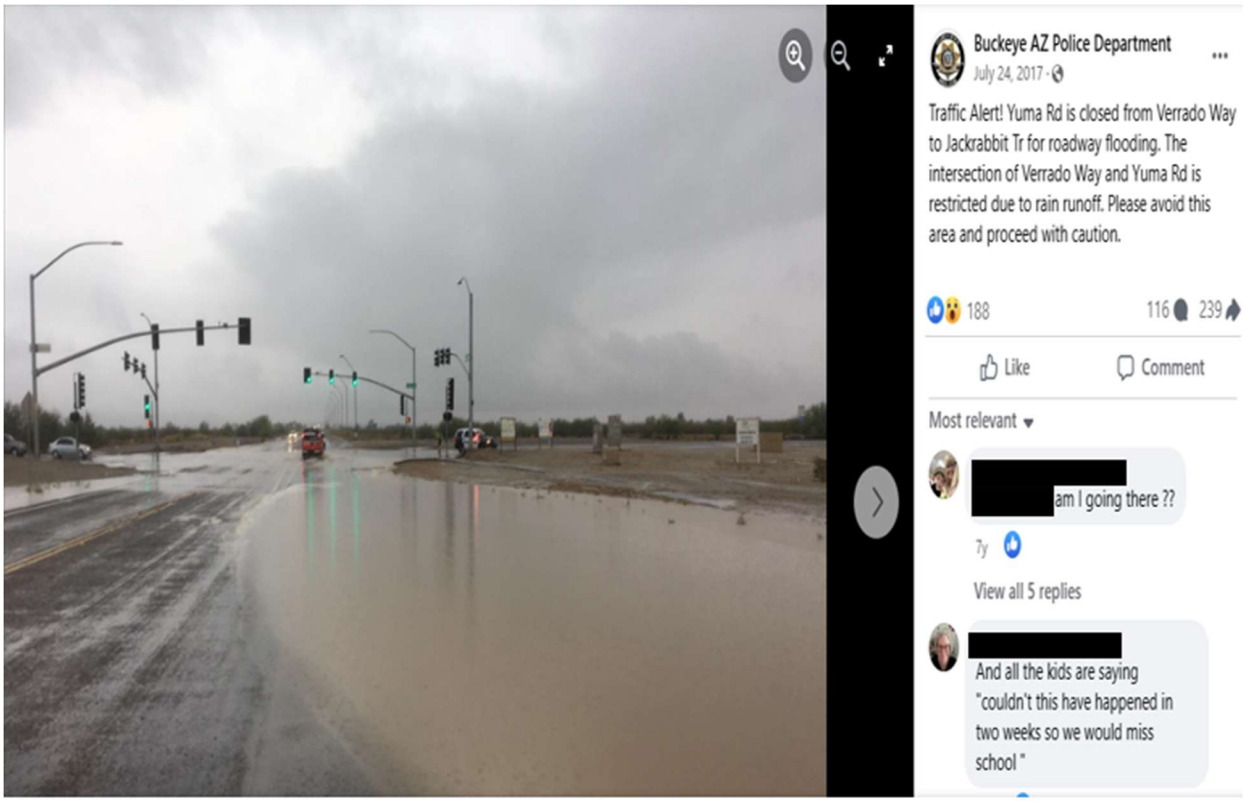
The City would like to remove the flooding by raising the intersection and installing the appropriate storm drain pipes under the pavement to move the overland stormwater runoff from the northwest corner to the southeast corner to mimic the historical flow for the area. A planning-level design should be completed that includes the following items:

- Topographic survey of project limits.
- Traffic Impact Analysis to confirm the intersection footprint.
- Identification of utilities within the intersection and verifying if prior rights exist.
- Establishment of horizontal and vertical geometry.
- Identification of right-of-way (ROW) needs.
- Coordination with the adjacent property owners to ensure access is provided.
- Environmental clearances.
- Monthly project meetings with the City.
- Development of 30% conceptual plans for the intersection improvements.
- Development of probable costs including ROW, utility, final design and construction administration costs.

On May 16, 2024, the Federal Aviation Administration Reauthorization Act of 2024 was signed into law. This law allowed for the elimination of a Federal Aviation Administration (FAA) easement of 940 acres of state land in the northwest corner of Yuma Road and Verrado Way. This land was formerly designed as a satellite military airfield, which restricted road improvements and development along Verrado Way, Yuma Road, and Van Buren Street (*Buckeye Celebrates FAA Reauthorization | News List | City of Buckeye*). Because of the FAA easement elimination, Buckeye anticipates greater developments and road improvements along Verrado Way, Yuma Road, and Van Buren Street. Developments may include commercial and residential, which may result in additional traffic flowing through the Yuma Road and Verrado Way intersection. Due to the intersection's proximity to the I-10 freeway, shopping, food, education, employment, and religious facilities, this project will not only benefit census tracts 506.12 and 506.13 but all of Buckeye's census tracts, which include the historically disadvantaged communities (Census tracts 507.01, 507.02, and 506.17) within Buckeye located approximately 4.25 miles southwest of this intersection. Additionally, this project will positively impact all roadway users, including bicyclists and pedestrians, as many times these roadway users are unable to safely travel through the intersection due to flooding. Below please find an aerial image of the proposed project location and the surrounding area.



Buckeye has an average precipitation of 7.89 inches per year. This intersection floods every time Buckeye receives any amount of rainfall and has a lengthy history of flooding, restricting several travel lanes from the flow of traffic, and creating a hazardous situation for vehicular and non-vehicular traffic. From January 1, 2019, to December 31, 2024, there have been 69 vehicular crashes within the Yuma Road and Verrado Way intersection. In the past two years, there have been 4 personal injury accidents and 25 property damage accidents at this intersection. Buckeye faces a high risk of monsoons and flash floods which threaten roadway users as it only takes one foot of water to float most vehicles and most flash flooding deaths occur in vehicles (*Buckeye, Arizona Natural Disasters | Maricopa County Hazard Db*, *Heat and Monsoon Safety | City of Buckeye*).



Due to Buckeye's size and rapid growth, there are several roadway improvements needed within Buckeye that remain largely unfunded. The City of Buckeye has been actively applying for other infrastructure investment grants for the historically disadvantaged communities within Buckeye to improve mobility and community connectivity, safety, environmental sustainability, quality of life, economic competitiveness and opportunity, and innovation. This grant request is the only grant application submitted for this intersection flooding issue.

If this request is awarded, the planning activities will include a review of whether the eligible entity will implement one or more components of the risk mitigation plan under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) with respect to the area (23 U.S.C. § 176(d)(5)(B)(ii)) (as applicable).

Lead Applicant

The City of Buckeye is the lead applicant for this project and will be overseeing the project if awarded. Buckeye will contract for the outside services of an independent consultant to prepare a plan that is the subject of this application. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. While the City of Buckeye has not received any Federal Aid Highway Program funds, the City of Buckeye has been the recipient of numerous Federal, State, and County grants. These awards include but are not limited to the U.S. Department of Transportation (FTA), U.S. Department of Justice, Army Corps of Engineers, U.S. Department

of Environmental Protection, and the Department of Health and Human Services. Buckeye has a dedicated Grant Team that currently manages numerous federal grants from agencies such as the U.S. Department of Transportation, the U.S. Department of Justice, the U.S. Department of Homeland Security, the U.S. Department of Health and Human Services, and the Federal Aviation Administration. The City of Buckeye Grant Program Manager has more than 10 years of successful grant management and compliance experience regarding all facets of federal grant management. The Buckeye Grant Team has not been late on any of its required reportings and has successfully completed all compliance reviews and federal audits. The City of Buckeye is designated as low risk. If awarded this grant, the City of Buckeye's Grant Team will oversee all project activities, compliance, and expenditures, as well as complete and submit all reports required.

Other Parties

This is not a joint application and there will be no other parties involved in the delivery of this Planning Grant project if awarded.

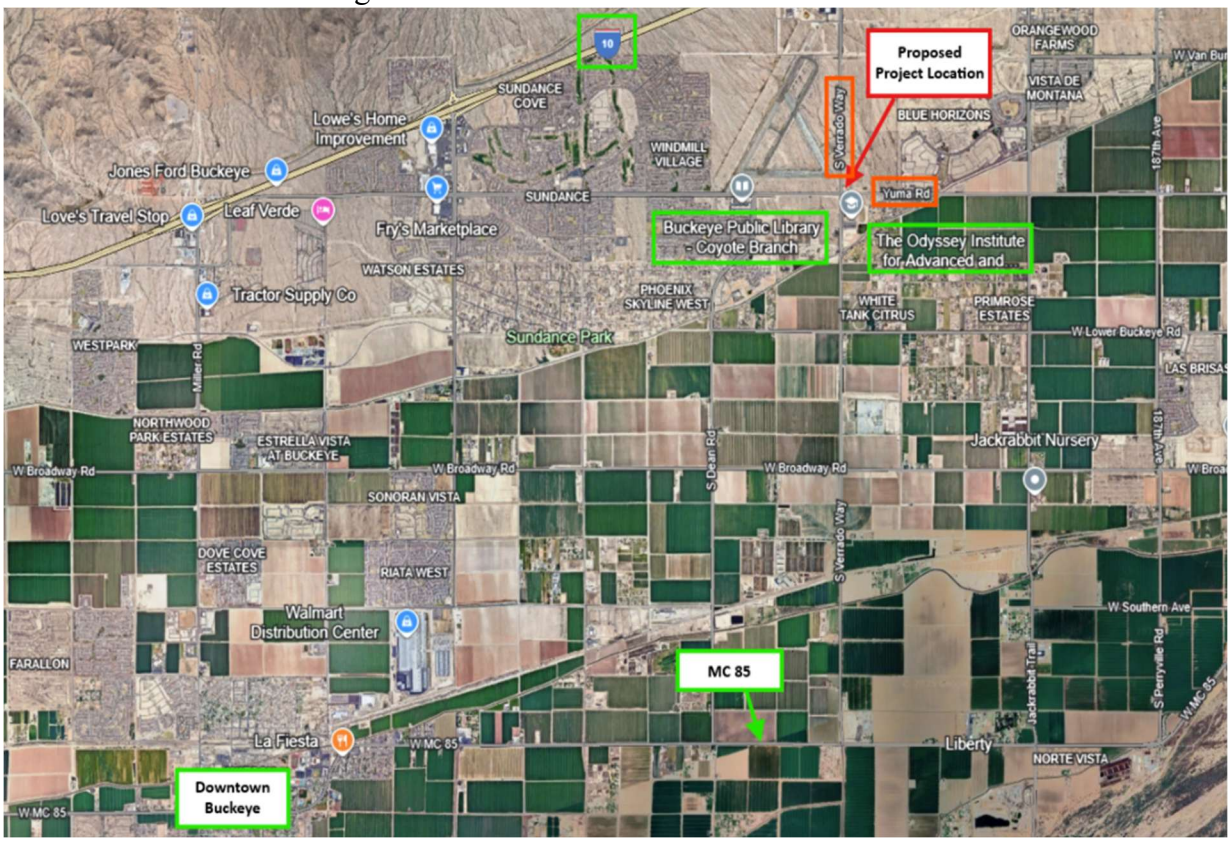
Location Information

Project State	Arizona
Project Location	33.435662, -112.504273 Intersection of W. Yuma Road and S. Verrado Way, Buckeye, AZ 85326
Which Census tract(s) does the project encompass?[v]	506.12 and 506.13
Is the project fully located in a Rural area?[vi]	Yes, the proposed project is the intersection of W. Yuma Road and S. Verrado Way which according to the Department of Transportation's Grant Project Location Verification Tool, this intersection is located within a rural area.
Is the project located in or serving a Historically Disadvantaged Community?[vii]	Yes, CEJST currently does not exist, but when it did, the project was shown as serving historically disadvantaged communities (Census tracts 507.01, 507.02, 506.17) within a 5-mile radius of the proposed project. Yuma Road is an east-west arterial road, while Verrado Way is a north-south arterial road, both of which are access roadways for disadvantaged communities.
Is the project located in a base floodplain?	No

Yuma Road is an east-west arterial road that is located approximately 1.75 miles south of Interstate 10 (I-10) and runs from the easternmost part of Buckeye to the westernmost part of Buckeye. Verrado Way is one of the 4 north-south arterial roadways that connects from the northernmost part of Buckeye at the southern border of the White Tank Mountain range, intersecting through I-10 and south to Maricopa County Road 85 (MC 85) through to the southernmost part of Buckeye. MC 85 runs through the Downtown Buckeye area which is

known as a historically disadvantaged community (Census Tracts 507.01, 507.02, and 506.17) within Buckeye, according to the Climate Equity Justice Screening Tool (CEJST). The Yuma Road and Verrado Way intersection has an average daily traffic volume of 22,873, as of February 11, 2025, with an AM volume peak of 2,615 and a PM volume peak of 2,429 (see above image on page 4).

On May 16, 2024, the Federal Aviation Administration Reauthorization Act of 2024 was signed into law. This law allowed for the elimination of a Federal Aviation Administration (FAA) easement of 940 acres of state land in the northwest corner of Yuma Road and Verrado Way. This land was formerly designed as a satellite military airfield, which restricted road improvements and development along Verrado Way, Yuma Road, and Van Buren Street (*Buckeye Celebrates FAA Reauthorization | News List | City of Buckeye*). Because of the FAA easement elimination, Buckeye anticipates greater developments and road improvements along Verrado Way, Yuma Road, and Van Buren Street. Developments may include commercial and residential, which may result in additional traffic flowing through the Yuma Road and Verrado Way intersection. Due to the intersection's proximity to the I-10 freeway, shopping, food, education, employment, and religious facilities, this project will not only benefit census tracts 506.12 and 506.13 but all of Buckeye's census tracts, which include the historically disadvantaged communities (Census Tracts 507.01, 507.02, and 506.17) within Buckeye located approximately 4.25 miles southwest of this intersection. Additionally, this project will positively impact all roadway users, including bicyclists and pedestrians, as many times these roadway users are unable to safely travel through the intersection due to flooding. Below please find an aerial image of the proposed project location and the surrounding area.



Other Basic Project Information

Identify the Lead Applicant	Select from the below statutory eligible applicants: A unit of local government.
Identify the planning activity	Identify the eligible planning activity the proposal addresses from list below: Resilience Improvement Plan
Identify the eligible facility.	Select from list below: Highway project eligible for assistance under title 23.
Is the proposed project prioritized on a Resilience Improvement Plan developed in accordance with 23 U.S.C. § 176(e)?	Not that Buckeye is aware.
Has a Resilience Improvement Plan been incorporated into an applicable State DOT or MPO long range transportation plan?	☐ No

II. Grant Funds, Sources and Uses all PROTECT Discretionary Funding

PROTECT Discretionary Grant Program Request Amount	$500,000
Estimated Total of Other Federal funding (excluding Discretionary Grant Program Request)	$0.00
Estimated Other Federal funding (excluding PROTECT Discretionary Grant Program) - further detail	Program: Not Applicable Amount: $0.00
Estimated non-Federal funding	*Source:* NA *Amount:* $0.00
Future Eligible Project Cost (Sum of PROTECT Discretionary Grant Program request, Other Federal funds, and non-Federal funds, above.)	$ 500,000
Previously incurred project costs (if applicable)	$0.00
Total Project Cost (Sum of 'previous incurred' and 'future eligible')	$500,000

Include a detailed budget or attach separately.	Expenditure: Contract for planning services to resolve the flooding issue at the intersection of Yuma Road and Verrado Way. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. Cost: $500,000 ☐ A detailed budget is attached separately. The file is named: Budget Narrative
Has the applicant submitted previous applications for Federal funding for this project?	No

III. Merit Criteria

Criterion #1: Program Alignment

Completion of the Planning Grant will contribute to the City of Buckeye's near, and long-term resilience plans by completing a plan to resolve the flooding issue at the intersection of Yuma Road and Verrado Way. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. The completed plan should lead to an implementation project that resolves the drainage and flooding problems being experienced at this location. The plan should suggest resolution alternatives such as installing storm drainpipes, raising the intersection, or other innovative solutions. Since this intersection connects two arterial roadways, the resolution of flooding at this intersection will support the Buckeye multimodal transportation network that will enable all people to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease. The PROTECT Discretionary Grant Program Planning project will be of critical importance in supporting the continued operation or rapid recovery of this local intersection within the surface transportation system of Buckeye. The plan should take a systemic approach to Buckeye's multimodal transportation system resilience and critical needs including a risk-based assessment of vulnerabilities of transportation assets and systems to current and future weather events and natural disasters.

Criterion #2: Planning Activity Approach

The Buckeye Yuma Road and Verrado Way Flood Mitigation Planning project will address the Resilience Improvement Plan activity. Buckeye will contract for the outside services of an independent consultant to prepare a plan that is the subject of this application. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. The plan is to resolve the flooding issue at the intersection of Yuma Road and Verrado Way, thereby providing resilience to the roadway transportation system of Buckeye as this intersection involves two arterial roadways. The completed plan should lead to an implementation project that resolves the drainage and

flooding problems being experienced at this location enhancing resilience. The plan should suggest resolution alternatives such as installing storm drainpipes, raising the intersection, or other innovative solutions. The planning activities will include a review of whether the eligible entity will implement one or more components of the risk mitigation plan under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) with respect to the area (23 U.S.C. § 176(d)(5)(B)(ii)) (as applicable).

The plan shall provide for a detailed description that identifies the type and source of relevant climate data sets, information resources, and decision-support tools that will be utilized to inform the multimodal planning process; describe in detail how models and assessments will utilize data on past and future conditions and address critical needs; describe how the assessment will consider protective services offered by existing natural systems (for example flood protection offered by wetlands) and/or how the assessment will consider options for using nature-based solutions to provide protective services; provide a detailed plan of how Buckeye may coordinate the project with existing plans such as State and local hazard mitigation plans; and describe methods for developing resilience solutions and how nature-based solutions will be considered.

Criterion #3: Schedule and Budget

All expenditures will be related to a contract for planning services to resolve the flooding issue at the intersection of Yuma Road and Verrado Way. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. The project will be bid out to qualified independent contractors with a detailed description of services, costs, and schedule. The project will be completed within the grant period of performance. Buckeye anticipates that the planning expenditures will be evenly expended over the two years and evenly within the quarters of the two years.

Total Cost: $500,000

Drainage Study $100,000
Traffic Study $100,000
Preliminary Design $100,000
Utility Coordination $30,000
Preparation of 60% Level Design Plans $170,000

Each quarter will cost approximately $62,500 per quarter for 8 total quarters of contractual services for planning, totaling $500,000.

Criterion #4: Public Engagement, Partnerships, and Collaboration

Within the contractor bid requirements, Buckeye will request the bidders propose solutions for public engagement, partnering, and collaboration, and how these will be incorporated into the planning process. Public engagement in past transportation planning projects (ie. Safe Streets For All (SS4A)) included attendance at local public events, virtual community meetings, public surveys, social media posts, online advertisements, community event information booths, collaboration with County and State jurisdictions and community-based organizations, and website posts and surveys.

Criterion #5: Innovation

Within the contractor bid requirements, Buckeye will request the bidders propose potential use of nature-based solutions and/or technical capacity for the use of nature-based solutions, employment of innovative or novel technologies and techniques that will be used to analyze risks and risk reduction strategies, and how they consider innovative techniques and best practices that may be used in other parts of the country. Buckeye will also request the contractor to provide plans that promote active transportation activities such as walking, biking, and rolling since the current flooding affects all roadway users including non-vehicular users.

IV. FHWA Priority Considerations

Which of the following FHWA Planning Grant Priority Considerations does the project meet?

- An application that will include the development of a Resilience Improvement Plan.

The Buckeye Yuma Road and Verrado Way Flood Mitigation Planning project will address the Resilience Improvement Plan activity. Buckeye will contract for the outside services of an independent consultant to prepare a plan that is the subject of this application. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. The plan is to resolve the flooding issue at the intersection of Yuma Road and Verrado Way, thereby providing resilience to the roadway transportation system of Buckeye as this intersection involves two arterial roadways. The completed plan should lead to an implementation project that resolves the drainage and flooding problems being experienced at this location enhancing resilience. The plan should suggest resolution alternatives such as installing storm drainpipes, raising the intersection, or other innovative solutions. The planning activities will include a review of whether the eligible entity will implement one or more components of the risk mitigation plan under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) with respect to the area (23 U.S.C. § 176(d)(5)(B)(ii)) (as applicable).

The plan shall provide for a detailed description that identifies the type and source of relevant climate data sets, information resources, and decision-support tools that will be utilized to inform the multimodal planning process; describe in detail how models and assessments will utilize data on past and future conditions and address critical needs; describe how the assessment will consider protective services offered by existing natural systems (for example flood protection offered by wetlands) and/or how the assessment will consider options for using nature-based solutions to provide protective services; provide a detailed plan of how Buckeye may coordinate the project with existing plans such as State and local hazard mitigation plans; and describe methods for developing resilience solutions and how nature-based solutions will be considered.

Budget Narrative

All expenditures will be related to a contract for planning services to resolve the flooding issue at the intersection of Yuma Road and Verrado Way. Buckeye anticipates that the plan may include a drainage study, traffic study, preliminary design, utility coordination, and preparing up to 60% level design plans. The project will be bid out to qualified independent contractors with a detailed description of services, costs, and schedule. The project will be completed within the grant period of performance. Buckeye anticipates that the planning expenditures will be evenly expended over the two years and evenly within the quarters of the two years.

The cost estimate includes a 10% contingency. At this time, it is anticipated that all costs of the planning project will be covered by the grant amount. However, if total costs are not covered by the grant, then Buckeye will rely on it's general fund to cover the excess.

Total Cost: $500,000

Estimated Costs:

Drainage Study $100,000

Traffic Study $100,000

Preliminary Design $100,000

Utility Coordination $30,000

Preparation of 60% Level Design Plans $170,000

Each quarter will cost approximately $62,500 per quarter for 8 total quarters of contractual services for planning, totaling $500,000.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.D. FIN - Arizona Department of Homeland Security - Urban Area Security Initiative Grant Application - Remote Devices as First Responders
DATE PREPARED: 03/12/25	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the submission of a $400,000 Arizona Department of Homeland Security - Urban Area Security Initiative Grant Application for Remote Devices as First Responders.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Police Department seeks to increase officer and public safety through submission of a grant application to support the purchase of a remote robot device that resembles a dog which has 360-degree cameras that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, has cameras that work in well-lit and non-lit environments, and has communications and drug detection capabilities. This device has sensors that allow it to detect chemical, biological, radiological, and explosive threats and it can defuse these threats. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center jurisdictions, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg. The grant will cover a one-year period, if awarded.

BENEFITS:
This remote robot device will not replace law enforcement officers but will be the first on-scene in response to active shooters, explosive devices, and other calls for service such as investigation of high-risk occurrences. The device will increase public and officer safety through preventing, protecting against, mitigating, responding to, and recovering from all-hazards events and threats including terrorism threats such as active shooters and explosive devices. The device will be integrated into the Buckeye and Phoenix West Valley Real-Time Crime Centers to enhance communication and information sharing, as well as mutual aid amongst the surrounding jurisdictions.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. After the remote robot device has been purchased, all future necessary remote device needs will be funded from the Buckeye Police Department's General Fund as a normal operating expense.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $400,000 with no match from the City of Buckeye. The total project cost is $400,000.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2026

FUND/DEPARTMENT:
Police

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2025 UASI Grant Application - Remote Devices.docx
CAR Recap AZ DOHS UASI - Robot App.docx

2025 UASI Grant Application – Remote Devices as First Responders

Project Title: Remote Devices as First Responders (RDFR)

Project Summary: Buckeye consists of 640 square miles and is the westernmost city of the Phoenix Metropolitan area, located approximately 36 miles west of Phoenix. The Buckeye Police Department (BPD) is requesting $400,000 to support the purchase and deployment of 1 mobile robot device. This device can initially stand in for humans and safely surveil, enter, communicate, and sense hazardous environments. BPD is in the early stages of implementing a Real-Time Crime Center (RTCC) to monitor public safety across Buckeye's vast 640-square-mile jurisdiction as well as responses to neighboring jurisdictions. Buckeye is a participant of the West Valley Real-Time Crime Center (WVRTCC) for mutual aid. Anticipated partners in the West Valley Real-Time Crime Center include Buckeye, Avondale, Glendale, Surprise, Tolleson, and Wickenburg. This mobile robot device will be integrated into BPD's RTIC and the West Valley Real-Time Crime Center. Buckeye will also offer the services of the remote mobile robot to the Maricopa County Sheriff's Office.

The remote robot device resembles a dog which has 360-degree cameras that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, has cameras that work in well-lit and non-lit environments, and has communications and drug detection capabilities. This device has sensors that allow it to detect chemical, biological, radiological, and explosive (CBRNE) threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster. Based on the aforementioned features, BPD desires, on behalf of the regional WVRTIC, to obtain this remote device to prevent, protect against, mitigate, respond to, and recover from all-hazards events and threats including terrorism threats such as active shooters and explosive devices. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center jurisdictions, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg.

The remote device will not replace law enforcement officers, but the remote device will be the first on-scene in response to active shooters, explosive devices, and other calls for service such as investigation of high-risk occurrences. The Phoenix West Valley is a vast space, which can pose a challenge when officers are traveling to the scene of a call for service. The remote device will connect to BPD and the West Valley's RTIC. The RTIC personnel will relay information based on what they see, through the remote devices, to the officers before they arrive and while on the scene, which will not only reduce response times but also enhance officer and public safety. The devices will also aid officers in making safer, faster, and more informed decisions during critical events by enhancing law enforcement's ability to assess risks, gather essential intelligence, and streamline operations.

Once all the funding has been expended, BPD will fund all future necessary Remote Device needs from their annual budgets going forward as a normal operating expense.

National Priority Area: Combating Domestic Violent Extremism

Explain how this project supports the National Priority Area you selected above: The Buckeye Police Department (BPD) is requesting $400,000 to support the purchase and implementation of 1 mobile robot device that can be controlled remotely.

Buckeye consists of 640 square miles and is the westernmost city of the Phoenix Metropolitan area, located approximately 36 miles west of Phoenix. Major freeways run through Buckeye, including the east-west Interstate-10 (I-10) and the north-south State Route 85 (SR-85). BPD is in the early stages of implementing a Real-Time Crime Center (RTCC) to monitor public safety across Buckeye's vast 640-square-mile jurisdiction as well as responses to the neighboring jurisdictions of the West Valley Real-Time Crime Center for mutual aid. Anticipated partners of WVRTIC include Buckeye, Avondale, Glendale, Surprise, Tolleson, and Wickenburg.

This remote robot device will enhance the protection of soft targets and crowded places against active shooters, explosive devices, combat domestic violent extremism, combat terrorism, and enhance information and intelligence sharing and analysis by way of entering buildings, surveilling potential terrorist positions, assisting in post extremism events search and rescue, disabling terrorist threats by removing or disarming explosive devices, etc. The remote device has cameras, and the capability of communications and drug detection. This device has sensors that allow it to detect radiological, biological, chemical, and explosive threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster. Based on all of the aforementioned features, BPD desires to obtain this remote device to prevent, protect against, mitigate, respond to, and recover from all-hazards events, and threats including terrorism threats such as active shooters and explosive devices. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg.

An example of an incident in which the remote robot device will be used is when the Massachusetts State Police Bomb Squad was deployed to a scene where an individual barricaded himself after firing a rifle at Cape Cod Police officers and SWAT officers in 2024. During the 7-hour standoff, the Bomb Squad deployed a remote robot device to safely gather intelligence and locate the barricaded individual while providing officers with situational awareness of the suspect's home interior. Officers were able to maneuver the device up the stairs of the home to locate the uncooperative suspect which led officers to the deployment of tear gas until the suspect surrendered without incident. The use of the remote robot device prevented the need for officers to insert themselves into a dangerous situation. The remote robot device may have prevented officer or K9 casualties from occurring from the potential exchange of gunfire with the individual (ROBOT DOG 'ROSCOE' TAKES... - Massachusetts State Police | Facebook, What to know about Spot, the robotic dog helping US police departments). The suspect allegedly held his mother at knifepoint prior to officers arriving on scene. This individual was a threat and needed to be stopped before he harmed anyone. BPD will use the remote robot device in situations similar to this, including situations where there may be explosive devices or other devices to commit acts of terrorism.

With the mobile robot integrated into the WVRTIC, BPD will more effectively and efficiently share intelligence and information with all BPD officers, as well as neighboring jurisdictions to enhance officer and public safety.

What is the terrorism threat your area faces that will be addressed by this project?: Active Shooter, Explosive Devices, Other

Describe "Other" Terrorism Threats: Other terrorist events include chemical, biological, and explosive weapons of mass destruction. The remote robot device resembles a dog and has

360-degree cameras that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, and has cameras, communications capabilities, and drug detection capabilities. This device has sensors that allow it to detect radiological, biological, chemical, and explosive threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster, surveil potential terrorist positions, assist in post extremism events search and rescue, and disable terrorist threats by removing or disarming explosive devices. This device has sensors that allow it to detect radiological, biological, chemical, and explosive threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster. This device will aid BPD and the Phoenix Metropolitan area in preventing, protecting against, mitigating, responding to, and recovering from all-hazards events, and threats, including terrorism threats such as active shooters and explosive devices.

One example of a terrorist threat target is the Glendale State Farm Stadium with a seating capacity of 63,400. The stadium is home to the Arizona Cardinals football team. The stadium has hosted popular events such as the NFL Super Bowl, college football national playoff games, college basketball national playoff games, and numerous conventions and trade shows. The stadium resides within the WVRTIC area of response. Other large venues or potential targets within the WVRTIC jurisdiction are the Phoenix International Raceway, Palo Verde Nuclear Power plant, Glendale Arena, and several spring training baseball fields. During calls for service that require immediate action from law enforcement officers such as an active shooter event, officers may not wait for the remote robot device to complete its scanning of the building, but officers can still benefit from the robot capabilities in resolving the threat. The device may also be used at places that attract large crowds such as event stadiums, shopping centers, and public transportation hubs (Giving First Responders an Advantage with Autowalk | Boston Dynamics).

Explain how this project will assist your agency in preventing/protecting against/mitigating/ responding to/recovering from all hazards events and threats including your chosen terrorism threat:

Buckeye spans 640 square miles and is currently only 15% built out with an estimated population of 114,000 people. Buckeye is one of the fastest-growing cities in the United States and has the capacity to grow exponentially to a population of 1.1 million people. Buckeye is rapidly building more commercial developments where large groups of people will congregate. This creates an increased need for a mobile robot device to be deployed in dangerous calls for service when law enforcement officers or innocent people may be harmed in the process.

All events within the Phoenix Metropolitan and the West Valley region face the risk of an extreme terrorist attack, such as the Phoenix International Raceway located in Avondale with a maximum capacity of 76,800, State Farm Stadium in Glendale with a maximum capacity of 63,400, Chase Field in Downtown Phoenix with a maximum capacity of 48,330, and local airports that host air shows such as the Buckeye Airport and the Luke Airforce Base. BPD will have the capacity to deploy the remote robot device to scan these venues to search for abnormalities, including detecting chemicals, weapons, and other hazards. The City of Buckeye hosts several large events every year including the Buckeye Marathon, Buckeye Air Fair, Glow on Monroe, and the Halloween Carnival to list a few. BPD deploys officers to these events to monitor public safety and this device will enhance public safety efforts at these events that attract the attention of terrorist attacks against events that draw large crowds by detecting

chemical, biological, or explosive weapons of mass destruction. This device may also be used at these events and crime scenes to provide perimeter security. The requested remote robot device will assist BPD in preventing, protecting against, mitigating, responding to, and recovering from all-hazards events including the aforementioned threats by being deployed before law enforcement arrive on the scene. The remote mobile device will aid in providing officers with a safe, inside look into the environment. In so doing, officers can accurately and safely assess risks, gather intelligence, and streamline operations. This information enables officers to quickly prevent, protect against, and mitigate potential threats to the Buckeye community and neighboring communities. The device will enhance the protection of soft targets and crowded places, combat domestic violent extremism, and enhance information and intelligence sharing and analysis by way of responding to terrorist events, entering buildings, assisting in hostage search and rescue, climbing stairs, walking around objects, righting itself if it falls over, and using cameras, communications, and drug detection capabilities. This device has sensors that allow it to detect radiological, biological, chemical, and explosive threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster and can be deployed to search vehicles. The remote mobile device will be deployed by BPD as well as WVRTIC, thereby benefiting the entire West Valley region. Based on all of the aforementioned features, it is of great value that BPD obtain this remote device to prevent, protect against, mitigate, respond to, and recover from all-hazards events, and threats including terrorism threats such as active shooters and explosive devices within the West Valley region. Other threats include human trafficking, drug trafficking, and weapons trafficking, in which this remote robot device will also aid. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg.

BPD will also be able to send the remote robot dog through common community buildings such as schools, shopping centers, churches, and sports and concert venues to build a map that it will save in its database so that in the event of an emergency, the remote robot device will be able to navigate itself through the building without having to be operated by officers, but can be if needed (Spot Joins Montgomery County PA Sheriff's Bomb Squad | Boston Dynamics). This is extremely beneficial if an active shooter or explosive device event were to occur.

An example of how this project will assist BPD and the Phoenix Metropolitan area is from 2022 when a suspicious item at a gas station was reported to law enforcement. Officers arrived on the scene and deployed a remote robot device to detect if the suspicious item was an explosive device. Luckily, the item was a battery pack and not an explosive device and the area was cleared (Stoneham, MA Gas Station Closed Off Due to Suspicious Item – NBC Boston). BPD currently does not have a device that would have safely and quickly resolved this threat, and it is of great benefit that BPD obtains this remote robot device to enhance public safety.

What resources does your agency currently have to support the capability target selected above? BPD is in the early stages of implementing a Real-Time Crime Center (RTCC) to monitor public safety across Buckeye's vast 640-square-mile jurisdiction as well as responses to neighboring jurisdictions through the West Valley Real-Time Crime Center for mutual aid. BPD has one grant-funded analyst position that monitors 42 cameras throughout Buckeye and responds to law enforcement requests. This position researches and aids in the investigation of potential extremism events, in-progress events, and post-event investigations. The BPD analyst also responds to and aids the West Valley Real Time Crime Center (WVRTCC) in similar fashion. The WVRTIC is still forming and anticipated immediate partners include Buckeye,

Avondale, Glendale, Surprise, Tolleson, and Wickenburg. The mobile robot device will be integrated with BPD's RTIC and the West Valley Real-Time Crime Center. BPD currently has 20 unmanned aerial vehicles (UAVs) that are also integrated into the RTIC, and aid in real-time aerial surveillance, enhanced operational effectiveness, and tactical support, but cannot defuse bombs or provide precision in high-risk situations like a remote robot device.

Additionally, the drive from the City of Buckeye to the U.S./Mexico border is approximately 2 hours (117 miles). The short drive, coupled with US Interstate I-10 and Arizona State Route 85 which pass through Buckeye, makes Buckeye a common thoroughfare for human smuggling, human trafficking, drug trafficking, and other nefarious crimes, including terrorism threats. The remote robot device can be deployed to search vehicles at high-risk traffic stops, including traffic stops where the suspect may be engaged in or threaten terrorist activities. BPD also currently has 42 License Plate Recognition (LPR) devices which aid in locating persons of interest, including potential terrorists. If one of BPD's LPRs detects a plate or vehicle belonging to the person of interest, BPD will initiate a traffic stop, which may be dangerous for the law enforcement officers and thus warrant the deployment of a remote robot device.

How will this project help your agency to achieve the capability target selected above?
This project will help BPD to quickly, safely, and efficiently prevent, protect against, mitigate, respond to, and recover from all-hazards events and threats, including terrorism threats such as active shooters and explosive devices. This project will make the Phoenix Metropolitan area more prepared and resilient against those who seek to harm innocent people.

The remote robot device resembles a dog and has 360-degree cameras that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, and has cameras, communications, and drug detection capabilities. This device has sensors that allow it to detect radiological, biological, chemical, and explosive threats and it can defuse these threats. This device also has the capability to search sites for survivors after a disaster. Based on all of the aforementioned features, it is imperative that BPD obtains this remote device to prevent, protect against, mitigate, respond to, and recover from all-hazards events, and threats including terrorism threats such as active shooters and explosive devices. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg.

The remote device will not replace law enforcement officers, but the remote device will be the first on-scene to a call for service and can investigate the event for high-risk activities and threats. The Phoenix West Valley is a vast space, which can pose a challenge when officers are traveling to the scene of a call for service and the remote mobile robot device will connect to BPD and the West Valley's RTIC. The RTIC personnel will relay information based on what they see, through the remote devices, to the officers before they arrive and while on the scene, which will not only reduce response times but also enhance officer and public safety. The devices will also aid officers in making safer, faster, and more informed decisions during critical events by enhancing law enforcement's ability to assess risks, gather essential intelligence, and streamline operations by having the remote mobile device areas that law enforcement are unable to observe or investigate.

It is important to note that the Palo Verde Nuclear Generating Station is approximately 15 miles west of Buckeye and is considered the largest nuclear energy facility in the United States as it spans 4,000 acres of land. This nuclear power plant could be a target for those who wish to

commit an act of terrorism against innocent lives in the surrounding areas, including those living in Maricopa, La Paz, Yavapai, and Pinal counties. It is critical that any and all threats against this nuclear power plant are prevented before the act is committed, and the remote robot device can aid in ensuring prevention by being deployed upon intelligence of a potential threat and search and sense for explosive devices prior to detonation.

What is your agency's sustainment plan for this capability? Once all grant funding has been expended, BPD will include all future necessary remote robot device needs in their annual budgets going forward as a normal operating expense.

List which agencies that will have a direct benefit: All neighboring jurisdictions within the Phoenix UASI service area will benefit, including but not limited to west valley agencies of Maricopa County Sheriff's Office, Surprise, Goodyear, Avondale, Glendale, Tolleson, Litchfield Park, Wickenburg, El Mirage, Tohono O'odham San Lucy Reservation, Phoenix, and the Arizona Department of Public Safety.

Describe in detail how the agencies mentioned will benefit: All neighboring jurisdictions within the Phoenix UASI service area will benefit from this resource as the BPD actively participates in information sharing and calls for mutual aid with neighboring jurisdictions and will continue to share information and calls for mutual aid regarding perpetrators that may be approaching or within neighboring jurisdictions or prevent those perpetrators from even entering neighboring jurisdictions. BPD is currently in the early stages of implementing a Real-Time Crime Center (RTIC) to monitor public safety across Buckeye's vast 640-square-mile jurisdiction as well as responses to neighboring jurisdictions West Valley Real-Time Crime Center for mutual aid. Anticipated partners include Buckeye, Avondale, Glendale, Surprise, Tolleson, and Wickenburg. This allows the aforementioned agencies to enhance their communication and information sharing, including remote robot device findings. This device will also be deployed in mutual aid calls for service from metro Phoenix agencies. This benefits the neighboring jurisdictions by reducing neighboring jurisdictions' personnel resources and enabling them to prepare for the interdiction of terrorist activities, as well as increasing officer and public safety. If BPD is not awarded the grant funding, BPD will not be properly equipped to prevent, protect against, mitigate, respond to, and recover from all-hazards events and threats, including terrorist threats and attacks, making Buckeye and its surrounding jurisdictions more vulnerable to these types of attacks and hazards.

BPD will utilize the remote robot device in high-risk calls for service that involve suspected criminal and terrorist activities. This device will enhance community preparedness and resilience for Buckeye and all of their neighboring jurisdictions. Targets of terrorism within other neighboring jurisdictions include the Phoenix International Raceway located in Avondale with a maximum capacity of 76,800, State Farm Stadium in Glendale with a maximum capacity of 63,400, Chase Field in Downtown Phoenix with a maximum capacity of 48,330, and Sky Harbor International Airport in Phoenix. The remote mobile device can be called upon to respond to potential threats by using the device's capability of searching for and sensing explosive, chemical, and biological weapons of mass destruction. The remote mobile device can also be called upon to respond to extremist events in progress to search out the threats, eliminate the threat, and provide intelligence on the extremism event.

Planned Activities for Quarter #1: Upon the grant being awarded, the grant agreement will be reviewed by the City of Buckeye's Legal Department prior to signature. Once approved by the

Legal Department, the appropriate signatures will be obtained by Buckeye and the Buckeye signed grant agreement will be provided to AZ DOHS. Buckeye will then await the fully executed grant agreement prior to expending any of the grant-awarded funds. While waiting for the fully executed grant agreement, BPD will commence the procurement process to purchase the remote robot device. No grant funds will be expended until the receipt of the fully executed grant agreement. Buckeye will submit all required reports for the quarter.

Planned Activities for Quarter #2: Upon receipt of the fully executed grant agreement, BPD will create a contract to purchase the remote robot device and wait for the delivery of the device. Buckeye will submit all required reports for the quarter, including a financial report/reimbursement request, if expenditures were incurred during the period of performance for this quarter.

Planned Activities for Quarter #3: Depending on when the remote robot device is delivered, BPD will train personnel on how to operate the device and place it into active service. BPD personnel will be properly equipped to respond to and recover from all-hazards calls for service, including those involving terrorist-related events. Buckeye will submit all required reports for the quarter, including a financial report/reimbursement request, if expenditures were incurred during the period of performance for this quarter.

Planned Activities for Quarter #4: By this quarter, the remote robot device should be received, BPD personnel should be familiar with how to operate the device, and the device should be placed into service by BPD. BPD will respond to calls for service within Buckeye and their neighboring jurisdictions and utilize this remote robot device to aid neighboring jurisdictions in high-risk calls for service as needed. Buckeye will submit all required reports for the quarter, including a financial report/reimbursement request, if expenditures were incurred during the period of performance for this quarter.

Funding Details: BPD is requesting 1 remote mobile robot device which costs a total of $400,000, but if only partial funding is available, BPD is acceptable to lower support for the purchase of a remote robot device and is willing to provide a match to fund the excess cost if needed.

Arizona Department of Homeland Security – Urban Area Security Initiative Grant Application – Remote Devices as First Responders Summary Recap

Project Description:

The City of Buckeye Police Department seeks to increase officer and public safety through submission of a grant application to support the purchase of a remote robot device that resembles a dog which has 360-degree cameras that enable it to serve warrants, enter buildings, assist in hostage events, climb stairs, walk around objects, right itself if it falls over, has cameras that work in well-lit and non-lit environments, and has communications and drug detection capabilities. This device has sensors that allow it to detect chemical, biological, radiological, and explosive threats and it can defuse these threats. This device will be used on a regional response basis within the Phoenix West Valley Real-Time Crime Center jurisdictions, which is currently anticipated to include the cities of Buckeye, Glendale, Avondale, Surprise, Tolleson, and Wickenburg. The grant will cover a 1-year period, if awarded.

Project Cost

- $400,000 ($400,000 Reimbursable based on budget)

Required Match

- $ 0

Grant Amount

- $400,000

Plans Once Grant Expires:

- If awarded, the Award Agreement will be presented to Council for acceptance and approval. After the remote robot device has been purchased, all future necessary remote device needs will be funded from the Buckeye Police Department's General Fund as a normal operating expense.

Objectives and Expected Outcomes

- This remote robot device will not replace law enforcement officers but will be the first on-scene in response to active shooters, explosive devices, and other calls for service such as investigation of high-risk occurrences. The device will increase public and officer safety through preventing, protecting against, mitigating, responding to, and recovering from all-hazards events and threats including terrorism threats such as active shooters and explosive devices. The device will be integrated into the Buckeye and Phoenix West Valley Real-Time Crime Centers to enhance communication and information sharing, as well as mutual aid amongst the surrounding jurisdictions.

Time Period for the Grant

- FY 2026

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.E. AV - Ordinance No. 09-25 - Property acquisition - Assessor's Parcel Numbers 504-15-030D and 504-15-029K - CIP #104230G
DATE PREPARED: 03/12/25	**DISTRICT NO.:** 1
STAFF LIAISON: Scott Gray, Aviation Director, sgray@buckeyaz.gov, (623) 349-6885	
DEPARTMENT: Buckeye Municipal Airport	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Ordinance No. 09-25 authorizing and directing the City Manager, City Attorney, and City Staff to take any and all action necessary to acquire fee title, or a lesser interest in, including but not limited to easements for airport approach protection, utility undertakings, drainage, public utilities, and/or construction, as needed, to certain real property including any associated personal property, as a matter of public necessity by dedication, donation, purchase, exchange, and/or by exercise of the power of eminent domain for an amount not to exceed the fair market value of such property plus acquisition and closing costs; and to sign any documents and enter into any contracts necessary to effect the purposes of this Ordinance; such real property bearing Maricopa County Assessor's Parcel Numbers 504-15-030D, 504-15-029J and 504-15-029K, situated in Section 8, Township 1 North, Range 4 West, Gila and Salt River Base And Meridian, Maricopa County, Arizona; and declaring an emergency.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye Airport Master Plan identifies a Runway Protection Zone (RPZ) at the northerly end of the north-south oriented Airport runway.

The RPZ footprint is comprised of approximately 38.43 acres of undeveloped real property as follows: (1) ACE PSP, LLC, owns Assessor's Parcel Number(s) (APN) 504-15-030D (ACE Parcel consisting of 9.32 acres of a 127.27 acre parcel); and (2) Jog & Belvedere, LLC, owns APN 504-15-029J and APN 504-15-029K (J&B Parcels consisting of 29.11 acres of 76.53 acres).

Per Federal Aviation Administration (FAA) regulations, appraisals were performed by two independent appraisers, and written reports were provided to the City. Each appraisal report was then reviewed by an independent review appraiser.

Through the City's real estate broker – ORC Associates (ORCA) -- the City has presented an offer to ACE PSP for the purchase of the ACE parcel, which is comprised of approximately 9.32 acres. Initially, ACE responded favorably to the City's offer, that it was amenable to a purchase-sale transaction. Subsequently, ACE advised ORCA that it was not willing to enter into a purchase-sale agreement for the ACE Parcel.

Through its legal counsel, Jog & Belvedere (J&B) has declined to accept the City's offer to purchase the J&B Parcels at this time. The J&B Parcels are comprised of a total of 29.11 acres, (1) APN 504-15-029J (19.50 acres -- entire parcel), and (2) APN 504-15-029K (9.61 acres of a 57.03 acre parcel).

Consequently, Staff requests Council's approval to formally declare that the acquisition of the J&B Parcels and ACE Parcel is for a public purpose and for a public necessity, and to acquire said property

by one or more of the following methods: (1) dedication; (2) donation; (3) purchase; (4) exchange of property; and/or (5) exercise of power of eminent domain pursuant to Arizona Revised Statutes (ARS) §§ 9-240, et. seq., 12-1111, 28-8411, *et. seq.*, and 28-8463. Per ARS § 28-8463, if the approach protection necessary cannot be accomplished by airport zoning regulations, or if it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, a city that owns the airport may acquire by purchase, grant or condemnation, real property for public purposes the air right, navigation easement or other estate or interest in said property. The City of Buckeye does not have airport zoning regulations in place to govern a runway protection zone. Moreover, acquiring fee-title to the property will ensure that the City has the ability to safeguard the RPZ and to compensate the property owner based on the appraisal reports in a fair and equitable manner.

BENEFITS:
With the acquisition of this land for fair market value, the City will have the ability to protect the approach area of the airport and provide for future airport development. This will result in enhanced airport safety for users, and it is in the public interest to acquire such property.

FUTURE ACTION:
Depending on the acquisition process it is anticipated that the legal team and staff will draft purchase agreements and/or file a condemnation action.

FINANCIAL IMPACT STATEMENT:
The land acquisition was approved in the FY 24/25 CIP, project number 104230G. Final financial impact to be determined following negotiations.

CURRENT FISCAL YEAR TOTAL COST:
Final financial impact to be determined following negotiations.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
50211200-540010

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Deed Exhibit - BXK Proposed Land Acquisition 03.06.25.pdf
2025-0311_-_Ordinance_No._09-25_w-Exhs_A-D__ksm_-_smf_rev_.pdf

Proposed Fee Simple Land Acquisitions					
Ref. No.	Parcel ID	Current Owner	Approx. Acreage of Parcel	Approx. Acreage to be Acquired	FAA AIP Eligible
P1	504-15-030D	ACE PSP LLC	127.27	9.32	Yes
P2	504-15-029J	Jog & Belvedere Development LLC	19.50	19.50	Yes
P3	504-15-029K	Jog & Belvedere Development LLC	57.03	9.61	Yes
			Total	38.43	-

Legend:

- Existing Airport Facilities
- Proposed Airport Development
- Existing Airport Property Line
- Proposed Fee Simple Acquisition

0' 500' 1,000'

N

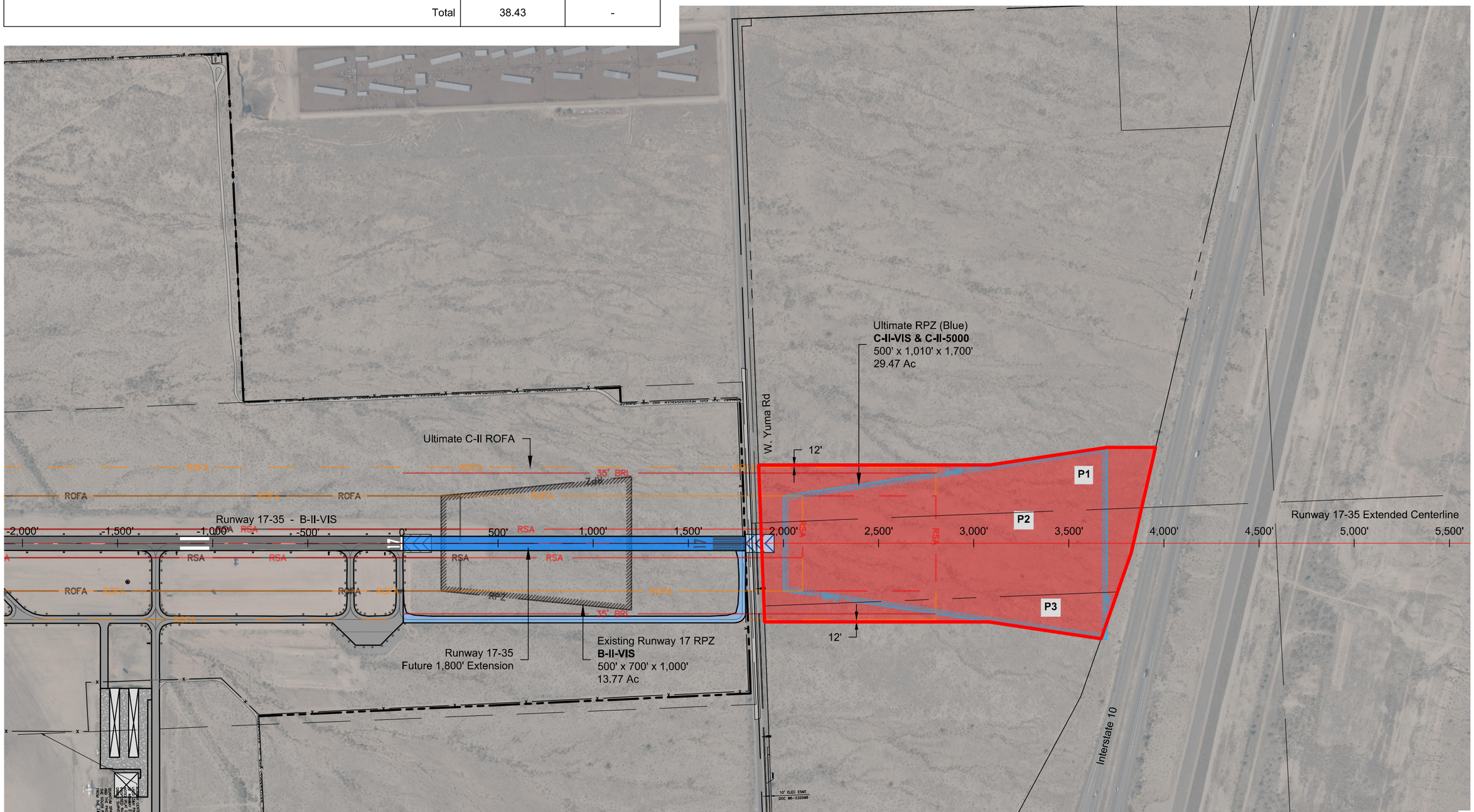
BUCKEYE MUNICIPAL AIRPORT

Deed Exhibit

Date: 03.06.25

DIBBLE

BUCKEYE, AZ



WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 09-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY, AND CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO EASEMENTS FOR AIRPORT APPROACH PROTECTION, UTILITY UNDERTAKINGS, DRAINAGE, PUBLIC UTILITIES, AND/OR CONSTRUCTION, AS NEEDED, TO CERTAIN REAL PROPERTY INCLUDING ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DEDICATION, DONATION, PURCHASE, EXCHANGE, AND/OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN FOR AN AMOUNT NOT TO EXCEED THE FAIR MARKET VALUE OF SUCH PROPERTY PLUS ACQUISITION AND CLOSING COSTS; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS ORDINANCE; SUCH REAL PROPERTY BEARING MARICOPA COUNTY ASSESSOR'S PARCEL NUMBERS 504-15-030D, 504-15-029J AND 504-15-029K, SITUATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 4 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Arizona Revised Statutes ("ARS") § 9-241(A), a city may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits; and

WHEREAS, pursuant to ARS, Title 28, Chapter 25 (Aviation), Article 6, a city may acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate airports for the use of aircraft within or outside the limits of the city, and the lands acquired, owned, controlled, or occupied by a city for the foregoing purposes are for a public purpose and a public necessity; and

WHEREAS, pursuant to ARS § 28-8463, if it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, the city within which the property or nonconforming use is located, or the city owning the airport or served by it, may acquire by purchase, grant or condemnation in the manner provided by law under which political subdivisions are authorized to acquire real property for public purposes the air right, navigation easement or other estate or interest in the property or nonconforming structure or use in question as necessary to fulfill the purposes of ARS, Title 28, Chapter 25 (Aviation), Article 7; and

WHEREAS, additionally, ARS Title 9, Chapter 5 (Public Utilities), Article 3, §§ 521 and 522 defines a "utility undertaking" any one or combination of the following: airport buildings or other airport facilities or buildings or structures to provide off-street parking of motor vehicles, together

with all parts thereof and appurtenances thereto; and authorizes a municipality, within or without its corporate limits, to construct, improve, reconstruct, extend, operate, maintain and acquire, by gift, purchase, or the exercise of the right of eminent domain, a utility undertaking or part thereof, and acquire in like manner land, rights in land, or water rights in connection therewith; and

WHEREAS, the City Council of the City of Buckeye ("City") has identified certain real property generally located at the intersection of South Palo Verde Road and West Yuma Road, within Section 8, Township 1 North, Range 4 West, Gila and Salt River Base and Meridian ("Property"), as necessary for Buckeye Municipal Airport operations and improvements, and related public uses and public facilities, more particularly described on Exhibits A, B, C, and D attached hereto; and

WHEREAS, the Property is identified in the City of Buckeye Airport Master Plan as a Runway Protection Zone (a/k/a RPZ), which serves as part of a plan of approach protection; and

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for Airport operations and improvements, and related public uses and/or public facilities is for a public purpose and for a public necessity; and

WHEREAS, the City has authorized the expenditure, and has expended considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements; and

WHEREAS, the City has acquired, will acquire, and currently owns real property and/or easements within the general area of and adjacent to the Property, including the Buckeye Municipal Airport; and

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to, initiate condemnation proceedings to acquire fee title and/or a lesser interest in and to the Property and any associated personal property needed for airport approach protection, runway protection zone, utility undertakings, drainage, public utilities, and/or construction.

BE IT ORDAINED 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. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City that the City acquire by dedication, donation, purchase, and/or eminent domain, all real and/or personal property and necessary or associated easements needed for Airport operations and improvements and all related public uses and facilities at or near South Palo Verde Road and West Yuma Road, within Section 8, Township 1 North, Range 4 West, in Buckeye, Arizona, as described on Exhibit A, B, C, and D, attached hereto.

Section 3. That, in the event the City is unable to acquire the Property and/or easement(s) by dedication, donation, purchase, and/or exchange, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements.

Section 4. That the City Manager, City Attorney, and City Clerk, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property along with any necessary associated interests or easements.

Section 5. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, conditions of title, commitments for title insurance, title insurance policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of such Property interests.

Section 6. In order to preserve the peace, health, and safety of the City of Buckeye, Arizona, an emergency is hereby declared to exist and this Ordinance shall become effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 18th day of March, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Attachments:
Exhibit A: Legal Description Buckeye Municipal Airport Extension – West Parcel (portion of APN 504-15-030D)
Exhibit B: Map to Accompany Legal Description Buckeye Municipal Airport Extension – West Parcel
Exhibit C: Legal Description of Buckeye Municipal Airport Extension – East Parcel (APN 504-15-029J and portion of APN 504-15-029K)
Exhibit D: Map to Accompany Legal Description of Buckeye Municipal Airport Extension – East Parcel

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Ordinance No. 09-25 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a City Council meeting held on March 18, 2025, and the vote was ____ aye's, ___ nay's, ___ abstained and __ were absent and that the Mayor and Council Members were present thereat.

DATED: March 18, 2025.

_____
Lucinda J. Aja, City Clerk

EXHIBIT A

Legal Description of Buckeye Municipal Airport Extension – West Parcel

(consisting of 1 page)

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016
dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
BUCKEYE MUNICIPAL AIRPORT EXTENSION
WEST PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 8, BEARS NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 2651.60 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF YUMA ROAD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH THE SAID NORTH RIGHT OF WAY LINE, NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 303.74 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 02 DEGREES 20 MINUTES 56 SECONDS EAST, A DISTANCE OF 1214.01 FEET;

THENCE NORTH 06 DEGREES 10 MINUTES 54 SECONDS WEST, A DISTANCE OF 624.40 FEET;

THENCE NORTH 02 DEGREES 20 MINUTES 56 SECONDS EAST , A DISTANCE OF 255.56 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10;

THENCE UPON AND WITH SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 74 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 325.14 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 8;

THENCE UPON AND WITH THE SAID EAST LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS WEST, A DISTANCE OF 2003.31 FEET, TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 586,830 SQUARE FEET OR 13.472 ACRES OF LAND, MORE OR LESS;

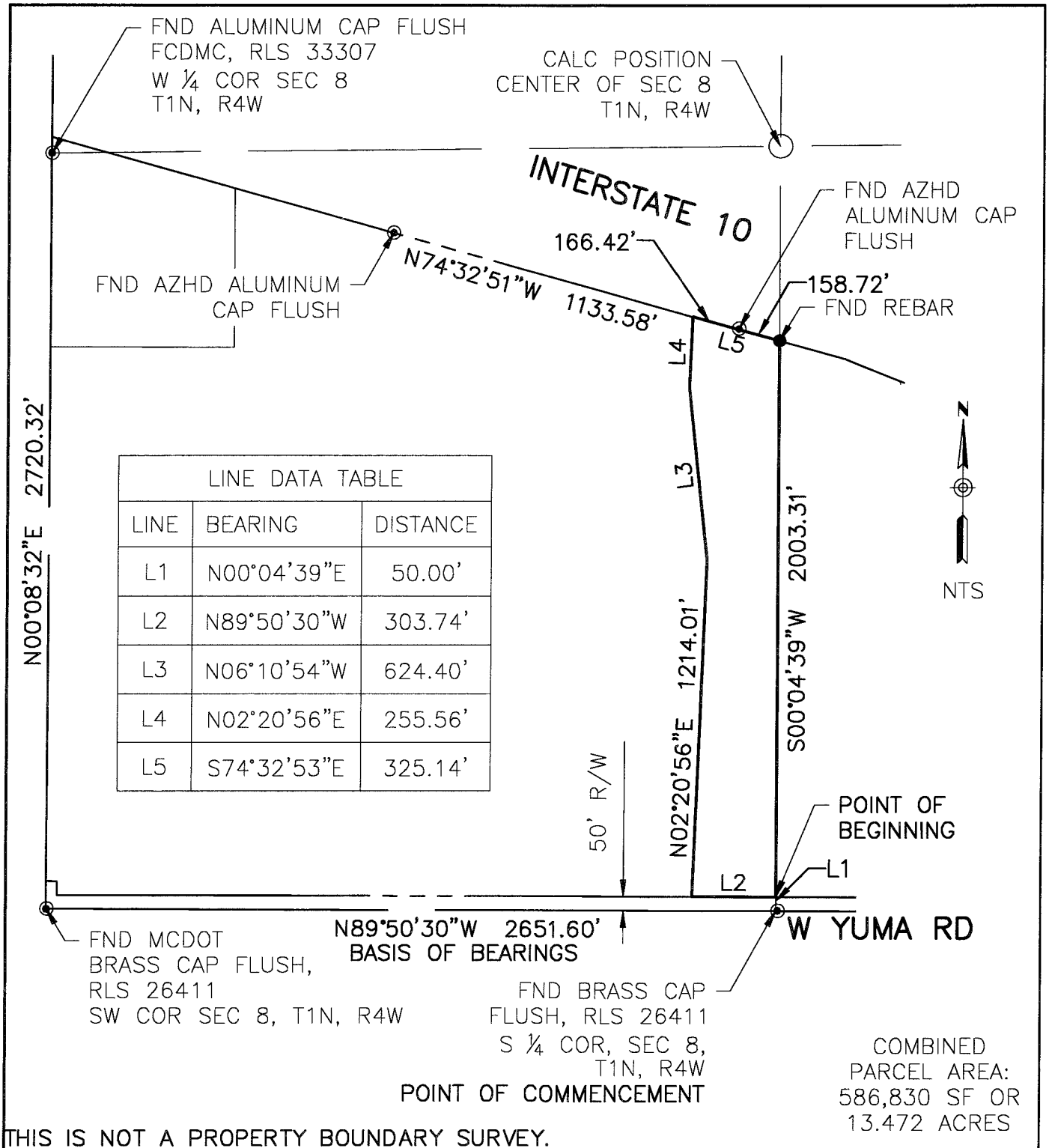
Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 02/28/25
ARIZONA U.S.A.

EXHIBIT B

Map of Legal Description of Buckeye Municipal Airport Extension

West Parcel

(consisting of 1 page)



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°04'39"E	50.00'
L2	N89°50'30"W	303.74'
L3	N06°10'54"W	624.40'
L4	N02°20'56"E	255.56'
L5	S74°32'53"E	325.14'

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 02/28/25
ARIZONA U.S.A.

Dibble Project No
1023035.01

EXHIBIT "A"

BUCKEYE MUNICIPAL AIRPORT EXTENSION
WEST PARCEL

A PART OF THE SE ¼ OF SECTION 8,
T1N, R4W, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: FEB 2025
DRN: ACC CHK: JPG

PAGE 2

FILE:V:\PROJECTS\2023\1023035.01 BKK Acquisition\CAD\EXHIBITS\23035 01-WEST PARCEL.dwg DATE:Feb, 28 2025 TIME: 02:45 pm

EXHIBIT C

Legal Description of Buckeye Municipal Airport Extension – East Parcel

(consisting of 2 pages)

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016
dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
BUCKEYE MUNICIPAL AIRPORT EXTENSION
EAST PARCELS

PARCELS OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 8, BEARS SOUTH 89 DEGREES 50 MINUTES 07 SECONDS EAST, A DISTANCE OF 2652.13 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, NORTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING 1;

THENCE CONTINUING UPON AND WITH THE SAID WEST LINE, NORTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 2003.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10;

THENCE UPON AND WITH SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 74 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 241.33 FEET;

THENCE SOUTH 68 DEGREES 24 MINUTES 21 SECONDS EAST, A DISTANCE OF 220.97 FEET TO POINT 'A';

THENCE DEPARTING AFORESAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS WEST TO A POINT ON A LINE PARALLEL TO AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 8;

THENCE UPON AND WITH SAID PARALLEL LINE, NORTH 89 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 438.26 FEET TO THE POINT OF BEGINNING 1 AND CONTAINING A COMPUTED AREA OF 848,608 SQUARE FEET OR 19.481 ACRES OF LAND, MORE OR LESS;

TOGETHER WITH:

PARCEL 2

COMMENCING AT THE AFORESAID POINT 'A', ALSO BEING THE POINT OF BEGINNING 2;

THENCE UPON AND WITH AFORESAID SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 68 DEGREES 24 MINUTES 21 SECONDS EAST, A DISTANCE OF 259.63 FEET;

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016
dibblecorp.com

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, SOUTH 10 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 598.05 FEET;

THENCE SOUTH 02 DEGREES 20 MINUTES 56 SECONDS WEST, A DISTANCE OF 1177.33 FEET TO A POINT ON A LINE PARALLEL TO AND 50.00 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 8;

THENCE UPON AND WITH SAID PARALLEL LINE, NORTH 89 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 82.79 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1858.95 FEET TO THE POINT OF BEGINNING 2, AND CONTAINING A COMPUTED AREA OF 245,311 SQUARE FEET OR 5.632 ACRES OF LAND, MORE OR LESS;

SAID HEREIN PARCELS CONTAINING A COMBINED, COMPUTED AREA OF 1,094,502 SQUARE FEET OR 25.126 ACRES OF LAND, MORE OR LESS.

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 02/28/25
ARIZONA U.S.A.

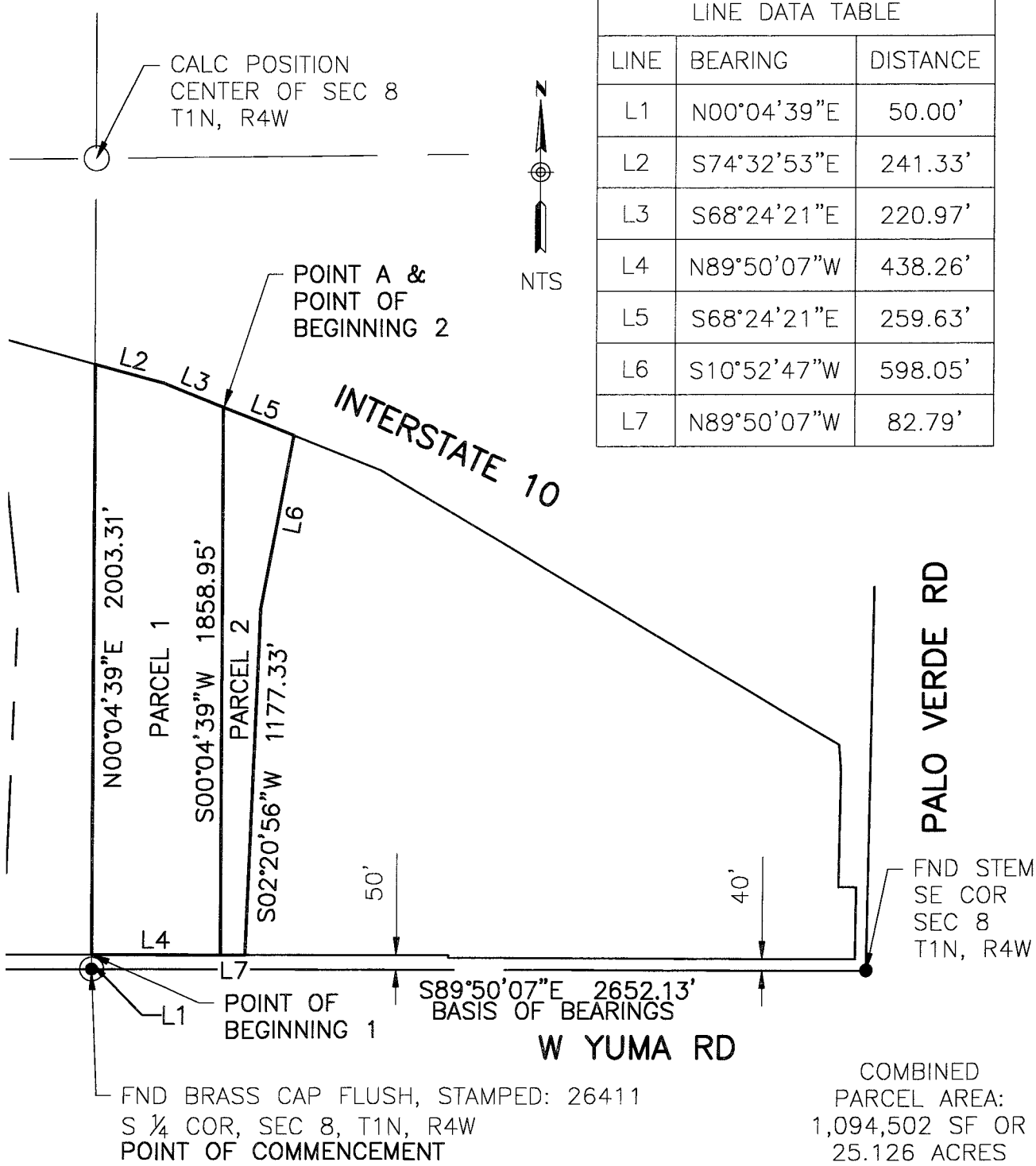
EXHIBIT D

Map of Legal Description of Buckeye Municipal Airport Extension

East Parcel

(consisting of 1 page)

THIS IS NOT A PROPERTY BOUNDARY SURVEY.



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°04'39"E	50.00'
L2	S74°32'53"E	241.33'
L3	S68°24'21"E	220.97'
L4	N89°50'07"W	438.26'
L5	S68°24'21"E	259.63'
L6	S10°52'47"W	598.05'
L7	N89°50'07"W	82.79'

COMBINED
PARCEL AREA:
1,094,502 SF OR
25.126 ACRES

DIBBLE

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 02/28/25
ARIZONA U.S.A.

EXHIBIT "A"

BUCKEYE MUNICIPAL AIRPORT EXTENSION
EAST PARCELS

A PART OF THE SE ¼ OF SECTION 8,
T1N, R4W, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

Dibble Project No
1023035.01

DATE: FEB 2025
DRN: AML CHK: ACC

PAGE 3

FILE:V:\PROJECTS\2023\1023035.01 BKK Acquisition\CAD\EXHIBITS\23035 01-EAST PARCELS.dwg DATE:Feb, 28 2025 TIME: 03:19 pm

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.F. DS - Sun City Festival Parcel AA1 Phase 1 Final Plat
DATE PREPARED: 03/12/25	**DISTRICT NO.:** District 4
STAFF LIAISON: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat titled "Sun City Festival - Parcel AA1 - Phase 1" located at the northwest corner of Sun Valley Parkway and Desert Oasis Boulevard.

SUMMARY

PROJECT DESCRIPTION:
Daniel Pottinger of Stantec, on behalf of the property owner Pulte Home Corporation, now Pulte Home Company, LLC by and through its corporate conversion, is requesting approval of a final plat for Sun City Festival Parcel AA1 Phase 1, Case No. PLZS-21-00148. The final plat spans 35.56 acres and includes 111 single-family residential lots at a density of 3.12 du/ac, with two typical lot sizes, 53'x115' and 65'x115'. It also features 8.51 acres (23.9%) of landscaped open space and trails. Approximately 7.04 acres of right-of-way is being dedicated along local streets within the development.

The final plat is consistent with the approved Sun City Festival Parcel AA1 Preliminary Plat, Case No. PLZS-21-00105. The applicant has obtained a Certification of Assured Water Supply from the Department of Water Resources, per A.R.S. 9-463.01(I). A final plat is used to divide land into more than 10 lots, delineate property boundaries, describe and dedicate applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder's office to create an official record of a subdivision, required for the sale of subdivided lots.

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

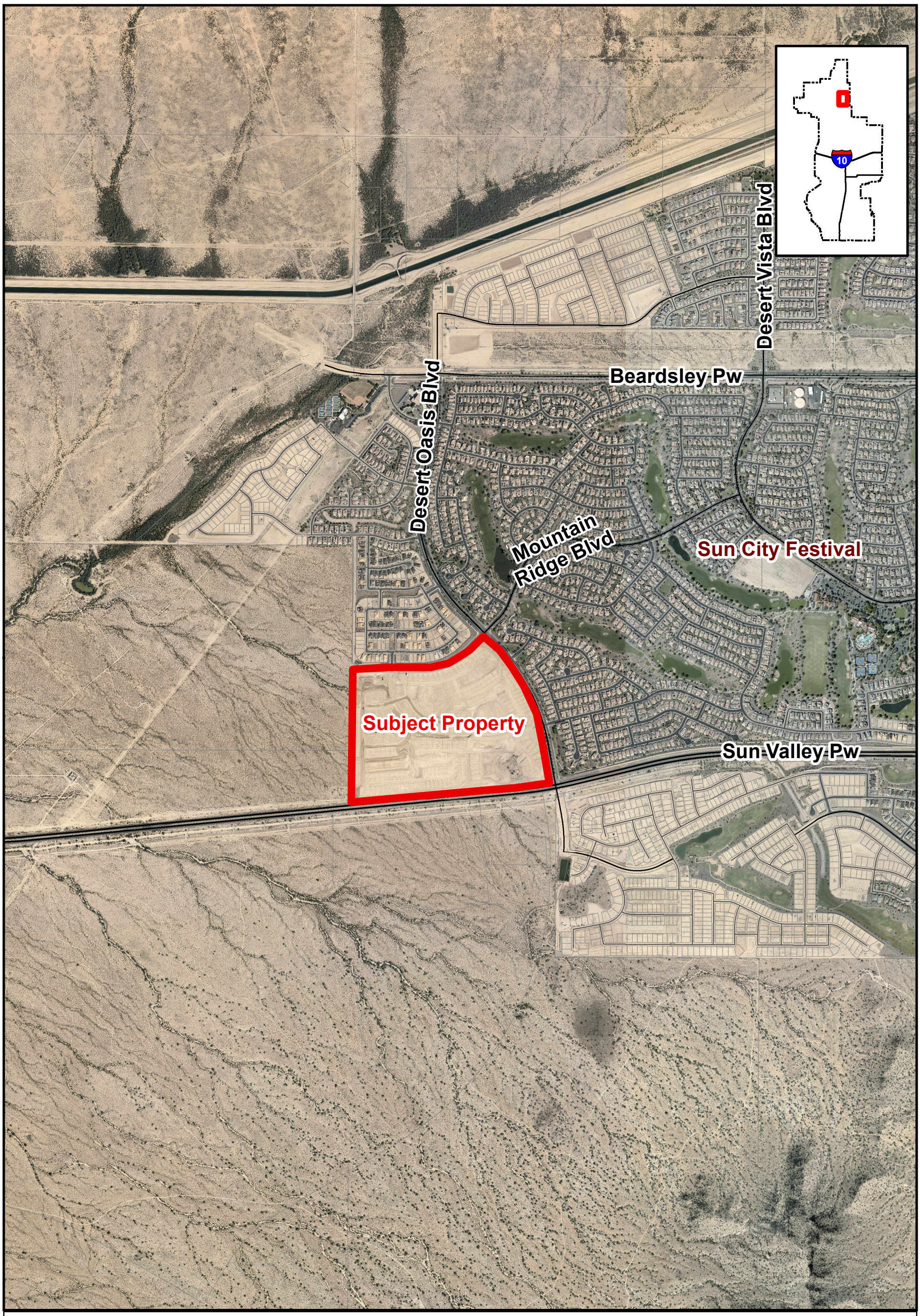
FINANCIAL IMPACT STATEMENT:
See Planning Items Financial Impact Statement

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

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

PLZS-21-00148 Sun City Festival Parcel AA1 Phase 1 - Vicinity Map.pdf
PLZS-21-00148 Sun City Festival Parcel AA1 Phase 1 - Project Narrative.pdf
PLZS-21-00148 Sun City Festival Parcel AA1 Phase 1 - Final Plat.pdf
PLZS-21-00148_Sun_City_Festival_Parcel_AA1_Phase_1_-_CAWS ptp.pdf

EXHIBIT A



VICINITY MAP

BUCKEYE, AZ

PLZS-21-00148
Sun City Festival Parcel AA1 Phase 1
City Council District #4

N W E S

6R PLZS-21-00148 RECEIVED JAN 17 2025 AL

SUN CITY FESTIVAL
PARCEL AA1 PHASE 1
FINAL PLAT NARRATIVE

January 17, 2025

Prepared for:

16767 North Perimeter Drive, Suite 100
Scottsdale, Arizona 85260
(480) 391-6000

Prepared by:

3133 West Frye Road, Suite 300
Chandler, AZ 85226-5155
(602) 977-8075

Stantec Project No. 4151097000

Application Request

This application requests the approval of a Final Plat for Sun City Festival Parcel AA1 Phase 1, a portion of the Festival Ranch Master Plan. The final plat for Sun City Festival Parcel AA1 Phase 1 contains 35.56 acres (gross) and 111 lots. The preliminary plat for Parcel AA1 Phase 2 PLZS-21-00105 was approved by the Buckeye Planning and Zoning Commission on August 24, 2021.

Introduction

The Festival Ranch Community Master Plan (CMP) is comprised of approximately 10,105 acres. The property is located in the northern portion of the City of Buckeye. It is bounded on the west by the Hassayampa River and by State Lands on the north and east. The south edge of the property is partially bisected by the Sun Valley Parkway and is bounded by a small portion of the White Tank Mountains, State Lands, and private landowners.

The original Festival Ranch CMP consisted of six Planning Units, identified as Planning Units A through F. Portions of the original Planning Units E and F are presently identified as Planning Unit One and Planning Area 2 of the Sun City Festival Development. This final plat is a portion of Sun City Festival Planning Unit 1.

Within Sun City Festival, there are numerous parcels identified with residential, recreation, retail, mixed use, worship and school designations. This final plat submittal includes Parcel AA1 Phase 1 of Planning Unit 1. This parcel will be developed as detached, single-family residential parcels with an overall gross density of 3.12 du/ac. The remaining parcels within Planning Unit 1 will be subsequently submitted, under separate submittal packages, as they are developed per the City of Buckeye requirements.

Location

This final plat consists of portions of Section 26 of Township 4 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The site is located within the City of Buckeye north of Sun Valley Parkway, and west of Desert Oasis Boulevard.

Zoning

The property is zoned Planned Community per the Festival Ranch CMP as approved by City Council in September of 2000.

Proposed Development

The portion of Sun City Festival Planning Unit 1 covered in this Final Plat will be developed in one phase identified as Sun City Festival Parcel AA1 Phase 1.

As previously mentioned, the proposed AA1 Phase 1 Final Plat boundary is covered within the Preliminary Plat for Sun City Festival Parcel AA1 that was approved by the Buckeye Planning and Zoning Commission on August 24, 2021. The following is the proposed AA1 Phase 1 Final Plat lot breakdown per the associated preliminary plat:

- Sun City Festival Parcel AA1 Phase 1 Final Plat- Lots 1-111

Sun City Festival Parcel AA1 Phase 1 is planned to be developed as detached, single family residential parcels with two typical residential lot widths of 53-feet and 65-feet. All lots will have a minimum depth of 115 feet. The gross density of the Parcel AA1 Phase 1 is 3.12 du/ac.

The gross area of the Sun City Festival Parcel AA1 Phase 1 Final Plat is 35.56 acres. The AA1 Phase 1 Final Plat open space total acreage is 8.51 acres, which represents 23.9% distribution of the gross area.

Street Improvements

Parcel AA1 Phase 1 circulation is provided by Desert Oasis Boulevard to the east and Bowen Avenue to the north. All residential streets have a 44-foot right of way and will be 32 ft wide from back-of-curb to back-of-curb. All local streets shall conform to the street sections provided in the Festival Ranch CMP as approved by City Council in September of 2000.

Utilities

There is one existing sewer main within the proposed parcel. The 15" sewer main located within Parcel AA1 Phase 1 as constructed with Sun City Festival Parcel F2. Parcel AA1 will connect to this existing sewer line.

Parcel AA1 Phase 1 will connect to existing water mains located in Bowen Avenue to provide a looped connection throughout AA1 Phase 1.

There are no other existing utilities in this portion of Planning Unit One, which are incorporated within this final plat.

Communications

Cox Communications and Zona Communications can provide video, high-speed data and telephone services to Sun City Festival. Both companies are currently constructing or have facilities within Sun City Festival to serve this project. Both Cox and Zona Communications are aware of the development timeline for Sun City Festival and they have both expressed their ability to provide communications services in accordance with the project's needs.

Natural Gas

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

Electricity

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

Open Space and Recreation

Sun City Festival residents have access to the amenities located throughout the community. These amenities include a 31,000 sq. ft. recreation center, a 25,000 sq. ft. recreation center, the ASU Lifelong Learning Academy, a 27 hole golf course, fitness center, pickle ball, bocce ball, basketball, tennis, softball, wood shop, and crafts studio.

Offsite & Onsite Stormwater Control

A master study of the storm water system was developed by Coe & Van Loo Consultants, Inc. The study has been recently updated as part of a regional master storm water system by Erie & Associates and excerpts from the report are included as part of the Final Drainage Report.

Parcel AA1 Phase 1 has been designed in accordance with the updated study. (Dated October 29, 2020)

Water Supply and Distribution

A study of the water distribution system to serve the area was prepared by Wilson Engineers (October 14, 2020).

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

The number of wells has been determined based on the maximum day demand and coincident irrigation and construction water use demands. Four groundwater wells will be in operation. The four wells currently serving Sun City Festival are of sufficient size and capacity to serve Parcel AA1 Phase 1. Well #1 is in Parcel E1, Well #2 is within the confines of the water campus, Well #3 is within Parcel N1, and Well #4 is within Parcel HH1-1.

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

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

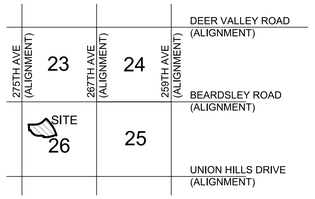
Wastewater Collection and Treatment

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

Based on the natural topography, the wastewater collection infrastructure consists of an existing gravity sewer line in Sequoia Drive and 274th Avenue. The sewer follows street alignments, and has been internalized in the residential streets where possible. The trunk sewer discharges to the Festival Ranch Water Reclamation Facility (WRF), located at the southwest corner of the development, south of Sun Valley Parkway.

FINAL PLAT
"SUN CITY FESTIVAL - PARCEL AA1 - PHASE 1"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26
TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA



T4N, R4W G. & S.R.B&M.

VICINITY MAP

NOT TO SCALE

SURVEYOR

KENNETH CONVERSE, R.L.S.
T2 UTILITY ENGINEERS.
19621 N. 23RD DRIVE
SUITE 150
PHOENIX, AZ 85027
PHONE: (602) 977-8000
FAX: (602) 977-8099
kenneth.converse@t2ue.com

ENGINEER

DANIEL J. POTTINGER, P.E.
STANTEC
3133 W. FRYE RD, SUITE 300
CHANDLER, AZ 85260
PHONE: (602) 977-8075
Daniel.Pottinger@stantec.com

OWNER/DEVELOPER

LAURA MEYERS
PULTE HOME COMPANY, LLC
16767 N. PERIMETER DRIVE,
SUITE 100
SCOTTSDALE, AZ 85260
PHONE: (480) 391-6000
FAX: (480) 391-6100
Laura.Meyers@pultegroup.com

NOTES

1. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.
2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THIS SITE CONSISTS OF A TOTAL OF 111 LOTS AND 5 TRACTS IN THE PC ZONING DISTRICT.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON AUGUST 24, 2021 UNDER CASE PLZS-21-00105.
7. THE LAND DESCRIBED IN THIS FINAL PLAT IS LOCATED WITHIN THE CITY OF BUCKEYE SERVICE AREA. CERTIFICATE OF ASSURED 100 YEAR SUPPLY NO. 27-701165.0000, UNDER A.R.S. 45-576, AND THE APPLICABLE REGULATIONS, HAS BEEN ISSUED.
8. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
9. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
10. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
11. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

CERTIFICATION

I, KENNETH CONVERSE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF SIX SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JAN, 2022. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

KENNETH CONVERSE, R.L.S.
ARIZONA REGISTERED LAND SURVEYOR #29252

SHEET INDEX

SHEET 1 - DEDICATIONS, ACKNOWLEDGMENTS, CERTIFICATIONS AND NOTES
SHEET 2 - BOUNDARY SHEET,
SHEET 3 - KEY MAP, TRACT, AND RIGHTS-OF-WAY TABLES, LOT TABLES
SHEET 4 - 6 - FINAL PLAT PLAN SHEETS

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER SECTION OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA HOLDING A BEARING OF N00°21'02"E AS SHOWN ON FINAL PLAT OF "SUN CITY FESTIVAL -PARCEL Q1" RECORDED IN BOOK 1553 PAGE 34, MARICOPA COUNTY RECORDS.

GROSS SITE AREA

1,548,978.36 SQUARE FEET OR 35.56 ACRES MORE OR LESS.

LIMITATIONS ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY

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

CONSENT OF LIENHOLDERS

KNOW ALL PERSONS BY THESE PRESENTS:

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED MAY 18, 2004, AS INSTRUMENT NO. 2004-549496 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND ASSIGNED TO MENG SHIANG IN PURSUANT TO THE CERTAIN ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 2, 2010 IN INSTRUMENT NO. 2010-0957274 HEREBY CONSENT TO AND JOINS IN THAT CERTAIN FINAL PLAT OF "SUN CITY FESTIVAL - PARCEL AA1", AND AGREES THAT SUCH PLAT AND THE EASEMENTS SHOWN THEREON SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER, THE ABOVE DESCRIBED DEED OF TRUST.

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

BY: _____

NAME: _____ DATE: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

BY: _____,

OF

FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES:

FLOOD ZONE DESIGNATIONS

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS SHADED FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1170L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NUMBER 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, HEREBY RATIFIES THE RECORDATION OF THIS FINAL PLAT OF "SUN CITY FESTIVAL - PARCEL AA1 - PHASE 1" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

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

BY:_____ DATE:_____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF_____, 20___, BY_____,
THE_____ OF SUN CITY FESTIVAL COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES:

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON

THIS _____ DAY OF_____20____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVAL

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF_____, 20___, BY_____,
THE_____ OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE SUCCESSOR UPON THE CONVERSION OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER"), AND HAS SUBDIVIDED UNDER THE NAME OF "SUN CITY FESTIVAL - PARCEL AA1", A SUBDIVISION LOCATED IN A THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "SUN CITY FESTIVAL - PARCEL AA1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE NON-EXCLUSIVE EASEMENTS OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS "ROADWAY EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

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

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE AND THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION A NON-EXCLUSIVE EASEMENT OVER, UPON, UNDER AND ACROSS THE AREAS DESIGNATED AS "VEHICULAR NON-ACCESS EASEMENT" FOR THE PURPOSE OF PROHIBITING VEHICULAR ACCESS ACROSS SAID AREAS.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE AN EXCLUSIVE POTABLE WATER EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS "WATER EASEMENT" AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING POTABLE WATER INFRASTUCTURE.

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

TRACTS "A" THROUGH "D" ARE HEREBY DECLARED AS COMMON AREAS FOR THE PURPOSES SHOWN, AND FOR THE USE AND ENJOYMENT OF THE LOT OWNERS IN OTHER SUN CITY FESTIVAL PARCELS AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "SUN CITY FESTIVAL" TO BE HEREAFTER RECORDED, AND WILL BE OWNED AND MAINTAINED BY THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION. ALL COMMON PROPERTY SHALL BE APPROVED BY THE CITY OF BUCKEYE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION.

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

IN WITNESS WHEREOF THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ("OWNER"), HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER

THIS_____ DAY OF _____, 20____.

BY: PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____.

ITS: _____.

MANAGING ENGINEERING / SURVEYOR	KENNETH CONVERSE, R.L.S.
PROJECT COORDINATOR	DANIEL J. POTTINGER, P.E.
DESIGN LAYOUT / DRAFTED / CHECKED	DLP / JAW / DJP
FIELD SURVEY / DRAFTED / CHECKED	MGB / TLB / ALS
DRAWING SCALES	NTS

FINAL PLAT

PLAN TYPE

ENGINEER INFORMATION:

T2 utility engineers
PHOENIX
19621 N. 23RD DRIVE, SUITE 150,
PHOENIX, AZ 85027
TEL:(602)-977-8000
FAX:(602)-977-8099
www.T2UE.com

Stantec
PHOENIX
3133 W FRYE ROAD, SUITE 300
CHANDLER, AZ 85226
TEL:(602)-977-8000
FAX:(602)-977-8099
www.stantec.com

PROJECT:

SUN CITY FESTIVAL
PARCEL AA1

PROJECT PLAN STICKER

REVISIONS:

1

2

3

COB PERMITTING APPROVED STAMP

COB ENGINEERING APPROVED STAMP

SUBMITTAL

(POSSIBLE AS-BUILT SEAL)

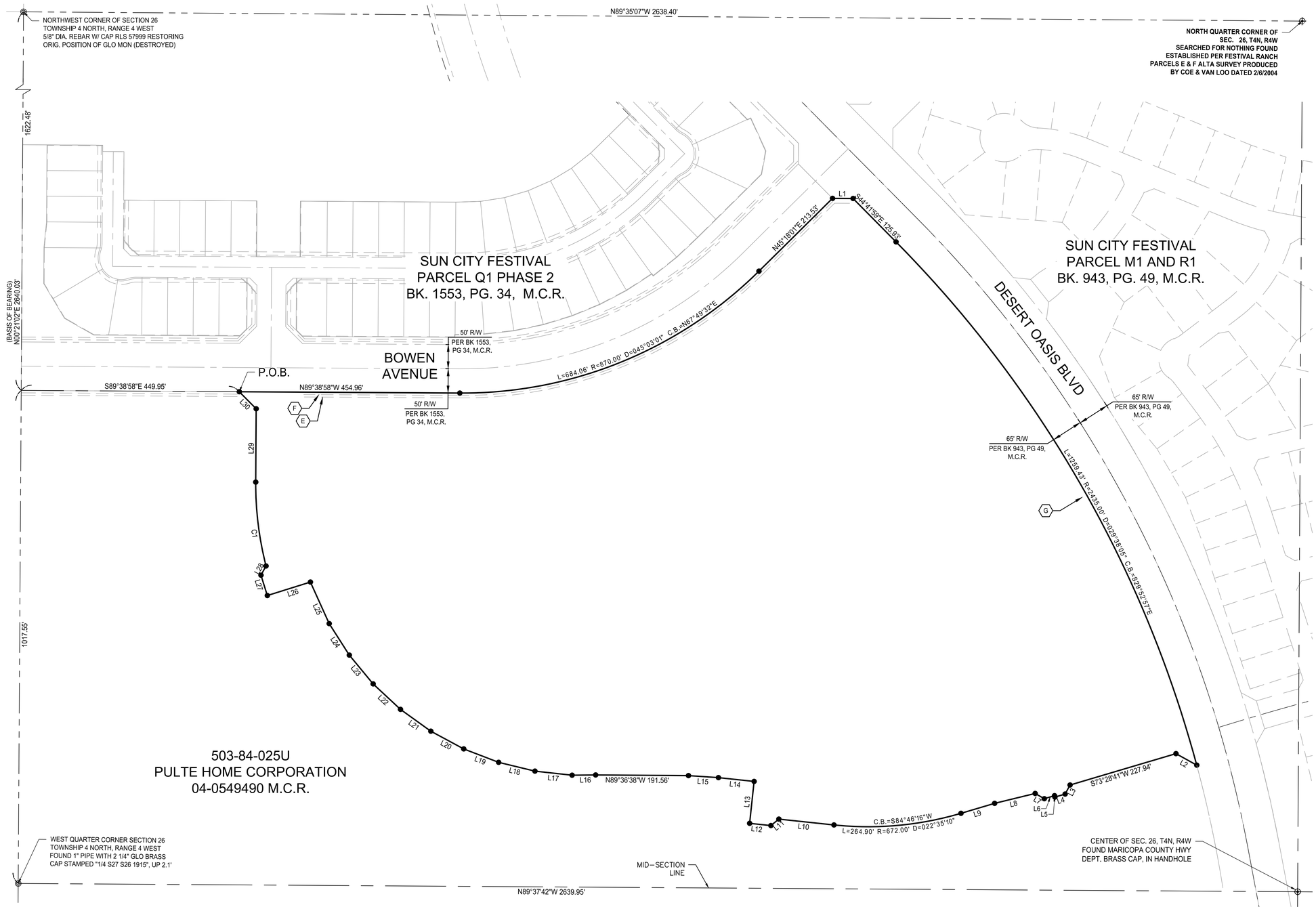
DESIGN SEAL

Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
Date Signed 2/20/25
ARIZONA U.S.A.

ORIGINAL PLAN DATE	LATEST REVISION DATE
Feb/2025	
PROJECT NUMBER	SHEET NUMBER
4151097000	1 OF 6

COB PLAN TRACKING # PLZS-21-00148

COB PERMIT #



LINE TABLE

NO.	BEARING	LENGTH
L1	S89°41'59"E	42.43'
L2	N60°59'58"W	49.04'
L3	S28°28'41"W	21.21'
L4	N73°28'41"E	22.00'
L5	S16°31'19"E	3.07'
L6	S73°28'41"W	22.00'
L7	N60°07'32"W	21.72'
L8	S76°16'15"W	86.12'
L9	N73°28'41"E	72.39'
L10	N83°56'09"W	114.31'
L11	S51°03'51"W	21.21'
L12	N83°56'09"W	44.00'
L13	N06°03'51"E	86.98'
L14	N83°56'09"W	74.00'
L15	N86°08'06"W	61.94'

LINE TABLE

NO.	BEARING	LENGTH
L16	N89°26'13"E	48.64'
L17	S83°43'36"E	77.11'
L18	N76°22'25"W	77.11'
L19	N69°01'13"W	77.11'
L20	N61°40'02"W	77.11'
L21	N54°18'50"W	77.11'
L22	N46°57'39"W	77.11'
L23	N39°36'27"W	77.11'
L24	N32°33'46"W	77.14'
L25	N24°19'43"W	94.06'
L26	S72°38'56"W	93.13'
L27	N17°21'04"W	44.00'
L28	N28°49'02"E	21.64'
L29	S00°21'02"W	151.35'
L30	N44°38'58"W	49.50'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD
C1	14°43'59"	680.00'	174.86'	N07°00'57"W

LEGEND

- SURVEY CORNER MONUMENT (FOUND AS NOTED)
- BRASS CAP MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
- CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #----- UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT OF WAY
- E.E. ELECTRICAL EASEMENT
- C.B. CHORD BEARING

- MATCHLINE
- BOUNDARY LINE
- ROAD CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- PARCEL LINE
- EXISTING PARCEL LINE
- SECTION LINE
- EASEMENT LINE

- (E) 10' PUE PER BK. 1553, PG. 34, M.C.R.
- (F) 5' ROADWAY EASEMENT PER BK. 1553, PG. 34, M.C.R.
- (G) 10' PUE & SWE PER BK. 943, PG. 49, M.C.R.

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ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

TITLE
SUN CITY FESTIVAL
PARCEL AA1 - PHASE 1
FINAL PLAT

ENGINEER INFORMATION
Stantec
PHOENIX
3133 W FRYE ROAD, SUITE 300
CHANDLER, AZ 85226
TEL:(602)-977-8000 FAX:(602)-977-8099
www.stantec.com

T2 utility engineers

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL
Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
Date Signed 3/26/25

SUBMITTAL

ORIGINAL PLAN DATE
Feb/2025

LATEST REVISION DATE

PROJECT NUMBER
4201456000

SHEET NUMBER
2 of 6

COB PLAN REVIEW #
PLZS-21-00148

COB PERMIT #

LOT SUMMARY TABLE	
LOT #	AREA (SF)
1	8,487.09
2	8,135.46
3	11,370.62
4	7,623.37
5	7,680.00
6	7,765.99
7	8,044.21
8	8,044.21
9	8,044.21
10	8,044.21
11	8,044.21
12	6,529.08
13	6,529.08
14	6,529.08
15	6,529.08
16	6,529.08
17	6,459.36
18	7,785.39
19	10,283.99
20	10,210.30

LOT SUMMARY TABLE	
LOT #	AREA (SF)
21	9,811.77
22	8,734.21
23	6,842.55
24	8,354.67
25	7,821.43
26	7,173.33
27	6,753.75
28	6,551.78
29	6,352.65
30	7,384.36
31	8,697.60
32	7,703.29
33	7,919.38
34	7,919.38
35	7,919.38
36	7,919.38
37	7,840.91
38	7,236.22
39	8,848.62
40	6,799.59

LOT SUMMARY TABLE	
LOT #	AREA (SF)
41	6,347.98
42	6,347.98
43	6,347.98
44	6,347.98
45	6,347.98
46	6,347.98
47	6,347.98
48	6,347.98
49	6,312.41
50	9,565.54
51	10,493.97
52	7,029.78
53	6,240.00
54	6,239.85
55	6,239.54
56	6,278.02
57	6,726.08
58	6,726.08
59	6,726.08
60	6,578.35

LOT SUMMARY TABLE	
LOT #	AREA (SF)
61	6,240.00
62	6,223.00
63	11,504.26
64	9,281.54
65	8,878.97
66	9,877.31
67	8,471.23
68	10,358.01
69	7,965.55
70	6,362.20
71	6,362.18
72	6,362.18
73	6,362.18
74	6,362.18
75	7,896.38
76	7,896.38
77	7,896.38
78	7,871.77
79	7,700.93
80	7,626.89

LOT SUMMARY TABLE	
LOT #	AREA (SF)
81	7,770.53
82	7,927.29
83	7,840.00
84	7,680.00
85	9,130.75
86	9,575.73
87	8,814.01
88	9,557.60
89	11,615.94
90	11,612.25
91	9,557.60
92	8,814.01
93	9,570.95
94	7,741.53
95	7,955.58
96	8,007.40
97	7,680.00
98	7,668.68
99	8,057.45
100	7,759.57

LOT SUMMARY TABLE	
LOT #	AREA (SF)
101	7,684.17
102	7,681.39
103	8,348.04
104	8,348.04
105	8,348.04
106	8,348.04
107	8,348.04
108	8,348.04
109	8,348.04
110	8,364.05
111	8,671.03
TOTAL LOT AREA = 871,865.15 SQUARE FEET OR 20.02 ACRES MORE OR LESS	

LEGEND

⊕	SURVEY CORNER MONUMENT (FOUND AS NOTED)
◎	BRASS CAP MONUMENT (FOUND AS NOTED)
◉	INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
●	CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY

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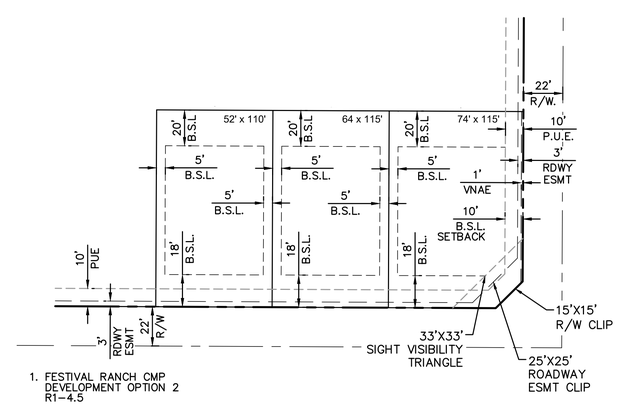
RIGHT OF WAY AREA TABLE			
TRACT	PRIMARY USE	SQ. FT.	ACRE
273RD COURT	RIGHT-OF-WAY	9483.85	0.22
273RD DALE	RIGHT-OF-WAY	22208.48	0.51
273RD DRIVE	RIGHT-OF-WAY	20264.56	0.47
273RD GLEN (N)	RIGHT-OF-WAY	12950.07	0.30
273RD GLEN (S)	RIGHT-OF-WAY	9333.00	0.21
273RD LANE (N)	RIGHT-OF-WAY	9962.71	0.23
274TH AVENUE	RIGHT-OF-WAY	22238.91	0.51
BEHREND DRIVE	RIGHT-OF-WAY	52246.07	1.20
ORAIBI DRIVE	RIGHT-OF-WAY	45638.25	1.05
SEQUOIA DRIVE	RIGHT-OF-WAY	63216.60	1.45
TONTO LANE (E)	RIGHT-OF-WAY	28928.45	0.66
TONTO LANE (W)	RIGHT-OF-WAY	10032.69	0.23
TOTAL RIGHT OF WAY AREA = 306,503.64 SQUARE FEET OR 7.04 ACRES MORE OR LESS			

TRACT USE AND AREA TABLE			
TRACT	PRIMARY USE	SQ. FT.	ACRE
TRACT A	LANDSCAPE/DRAINAGE	5,570.78	0.13
TRACT B	LANDSCAPE/DRAINAGE/WATER EASEMENT	164,641.14	3.78
TRACT C	LANDSCAPE/DRAINAGE	198,178.66	4.55
TRACT D	LANDSCAPE	1,100.18	0.03
TRACT E	LANDSCAPE	1,118.82	0.03
TOTAL TRACT AREA = 370,609.58 SQUARE FEET OR 8.51 ACRES MORE OR LESS			

TOTAL SUMMARY TABLE	
TOTAL LOT AREA	871,865.15 SQ FT, 20.02 AC.
TOTAL TRACT AREA	370,609.58 SQ FT, 8.51 AC.
TOTAL RIGHT OF WAY AREA	306,503.64 SQ FT, 7.04 AC.
COMBINE TOTAL AREA	1,548,978.36 SQ FT, 35.56 AC.



1. FESTIVAL RANCH CMP DEVELOPMENT OPTION 2 R1-4.5

TYPICAL LOT DIMENSIONS & BUILDING SETBACK

NO SCALE

TITLE
SUN CITY FESTIVAL
PARCEL AA1 - PHASE 1
FINAL PLAT

ENGINEER INFORMATION
Stantec
PHOENIX
3133 W FRYE ROAD, SUITE 300
CHANDLER, AZ 85226
TEL: (602)-977-8000 FAX: (602)-977-8099
www.stantec.com

T2 utility engineers

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL
Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 29259
KENNETH P. CONVERSE
ARIZONA U.S.A.
3/26/25

ORIGINAL PLAN DATE: Feb/2025

LATEST REVISION DATE

PROJECT NUMBER: 4201456000

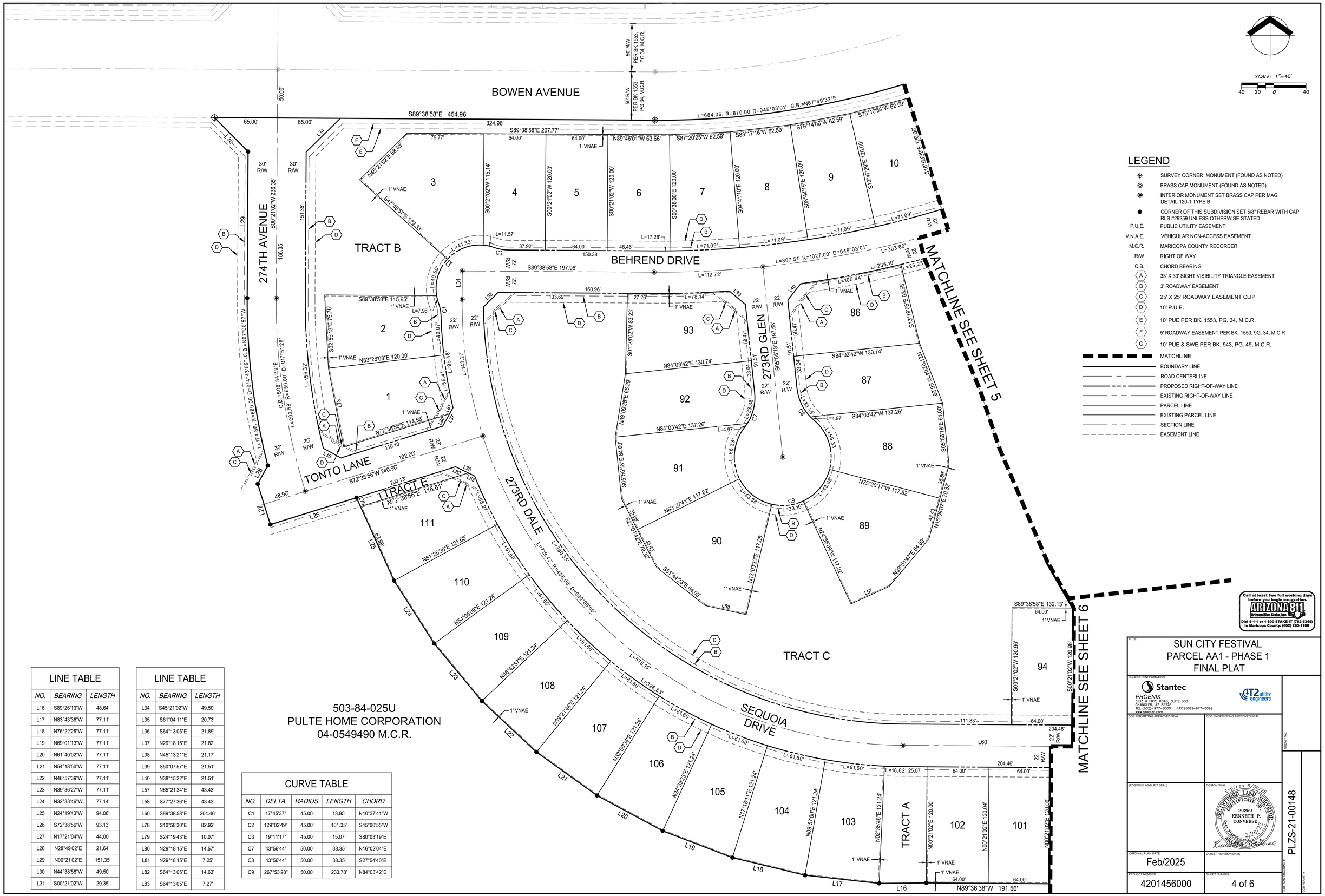
SHEET NUMBER: 3 of 6

SUBMITTAL

PLZS-21-00148

COB PLAN TRACKING #

COB PERMIT #



LEGEND

⊕	SURVEY CORNER MONUMENT (FOUND AS NOTED)
◎	BRASS CAP MONUMENT (FOUND AS NOTED)
◉	INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
●	CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
C.B.	CHORD BEARING
(A)	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
(B)	3' ROADWAY EASEMENT
(C)	25' X 25' ROADWAY EASEMENT CLIP
(D)	10' P.U.E.
(E)	10' PUE PER BK. 1553, PG. 34, M.C.R.
(F)	5' ROADWAY EASEMENT PER BK. 1553, 9G. 34, M.C.R
(G)	10' PUE & SWE PER BK. 943, PG. 49, M.C.R.
	MATCHLINE
	BOUNDARY LINE
	ROAD CENTERLINE
	PROPOSED RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	PARCEL LINE
	EXISTING PARCEL LINE
	SECTION LINE
	EASEMENT LINE

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503-84-025U
PULTE HOME CORPORATION
04-0549490 M.C.R.

LINE TABLE

NO.	BEARING	LENGTH
L16	S89°26'13"W	48.64'
L17	N83°43'36"W	77.11'
L18	N76°22'25"W	77.11'
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L29	N00°21'02"E	151.35'
L30	N44°38'58"W	49.50'
L31	S00°21'02"W	29.35'

LINE TABLE

NO.	BEARING	LENGTH
L34	S45°21'02"W	49.50'
L35	S61°04'11"E	20.73'
L36	S64°13'05"E	21.89'
L37	N29°18'15"E	21.82'
L38	N45°13'21"E	21.17'
L39	S50°07'57"E	21.51'
L40	N38°15'22"E	21.51'
L57	N65°21'34"E	43.43'
L58	S77°27'36"E	43.43'
L60	S89°38'58"E	204.46'
L78	S10°58'30"E	82.92'
L79	S24°19'43"E	10.07'
L80	N29°18'15"E	14.57'
L81	N29°18'15"E	7.25'
L82	S64°13'05"E	14.63'
L83	S64°13'05"E	7.27'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD
C1	17°45'37"	45.00'	13.95'	N10°37'41"W
C2	129°02'49"	45.00'	101.35'	S45°00'55"W
C3	19°11'17"	45.00'	15.07'	S80°03'19"E
C7	43°56'44"	50.00'	38.35'	N16°02'04"E
C8	43°56'44"	50.00'	38.35'	S27°54'40"E
C9	267°53'28"	50.00'	233.78'	N84°03'42"E

TITLE
SUN CITY FESTIVAL
PARCEL AA1 - PHASE 1
FINAL PLAT

ENGINEER INFORMATION
Stantec
PHOENIX
3133 W FRYE ROAD, SUITE 300
CHANDLER, AZ 85226
TEL: (602)-977-8000 FAX: (602)-977-8099
www.stantec.com

T2 utility engineers

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL
Expires 6/30/25
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29259
KENNETH P.
CONVERSE
ARIZONA U.S.A.
2/26/25

ORIGINAL PLAN DATE
Feb/2025

LATEST REVISION DATE

PROJECT NUMBER
4201456000

SHEET NUMBER
4 of 6

SUBMITTAL

PLZS-21-00148

COB PLAN REVIEW NO.

COB PERMIT #

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°41'59"E	42.43'
L32	N45°18'01"E	43.09'
L33	N44°41'59"W	23.00'
L41	S67°04'12"E	21.51'
L42	S21°19'07"W	21.51'
L43	S67°52'33"E	21.21'
L44	S80°04'05"E	21.03'
L62	N21°40'23"E	44.81'
L73	N65°30'52"E	50.85'
L74	N62°13'19"E	50.85'
L75	N58°55'46"E	50.85'
L76	N55°38'13"E	50.85'
L77	N52°20'39"E	50.85'

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD
C4	18°11'42"	50.00'	15.88'	N36°12'10"E
C5	259°26'50"	50.00'	226.41'	N23°10'16"W
C6	58°55'39"	50.00'	51.42'	S77°05'20"W
C10	19°11'17"	45.00'	15.07'	N13°16'54"W
C11	128°22'35"	45.00'	100.83'	S67°52'33"E
C12	19°11'17"	45.00'	15.07'	S57°31'48"W
C13	19°11'17"	45.00'	15.07'	N44°50'19"E
C14	129°27'12"	45.00'	101.67'	N80°01'44"W
C15	18°49'16"	45.00'	14.78'	S24°42'45"E
C24	0°36'09"	1005.00'	10.57'	S50°23'48"W
C25	0°36'02"	1005.00'	10.54'	S48°05'05"W

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

LEGEND

- SURVEY CORNER MONUMENT (FOUND AS NOTED)
- BRASS CAP MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120-1 TYPE B
- CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #29259 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT OF WAY
- C.B. CHORD BEARING
- (A) 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
- (B) 3' ROADWAY EASEMENT
- (C) 25' X 25' ROADWAY EASEMENT CLIP
- (D) 10' P.U.E.
- (E) 10' PUE PER BK. 1553, PG. 34, M.C.R.
- (F) 5' ROADWAY EASEMENT PER BK. 1553, 9G. 34, M.C.R
- (G) 10' PUE & SWE PER BK. 943, PG. 49, M.C.R.

- MATCHLINE
- BOUNDARY LINE
- ROAD CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- PARCEL LINE
- EXISTING PARCEL LINE
- SECTION LINE
- EASEMENT LINE

TITLE
SUN CITY FESTIVAL
PARCEL AA1 - PHASE 1
FINAL PLAT

ENGINEER INFORMATION
Stantec
PHOENIX
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KENNETH P.
CONVERSE
3/26/25
ARIZONA, U.S.A.

ORIGINAL PLAN DATE: Feb/2025
LATEST REVISION DATE:
PROJECT NUMBER: 4201456000
SHEET NUMBER: 5 of 6
COB PLAN TRACKING #: PLZS-21-00148
COB PERMIT #:
E-DRAFTAL

LEGEND

- SURVEY CORNER MONUMENT (FOUND AS NOTED)
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- EXISTING RIGHT-OF-WAY LINE
- PARCEL LINE
- EXISTING PARCEL LINE
- SECTION LINE
- EASEMENT LINE

LINE TABLE

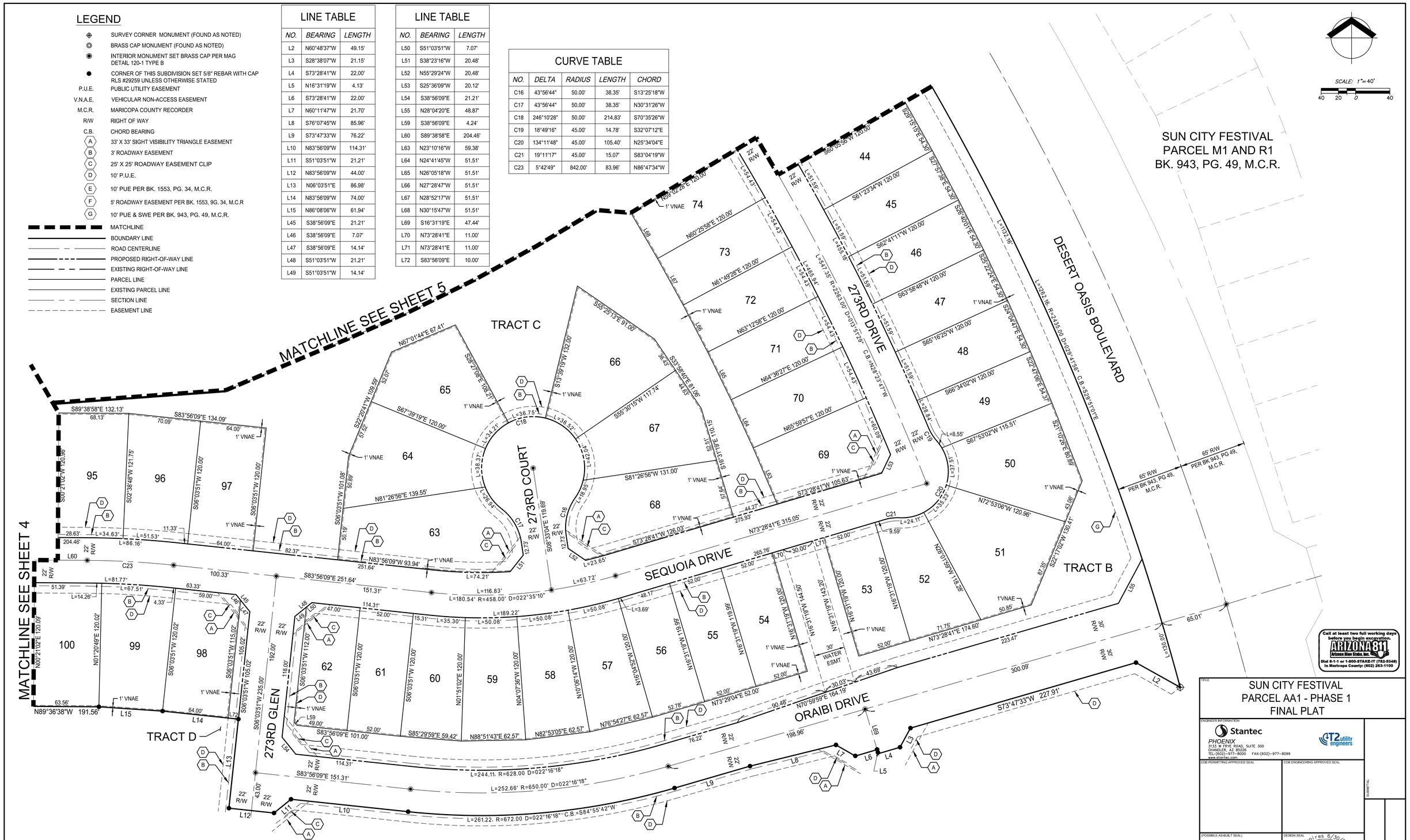
NO.	BEARING	LENGTH
L2	N60°48'37"W	49.15'
L3	S28°38'07"W	21.15'
L4	S73°28'41"W	22.00'
L5	N16°31'19"W	4.13'
L6	S73°28'41"W	22.00'
L7	N60°11'47"W	21.70'
L8	S76°07'45"W	85.96'
L9	S73°47'33"W	76.22'
L10	N83°56'09"W	114.31'
L11	S51°03'51"W	21.21'
L12	N83°56'09"W	44.00'
L13	N06°03'51"E	86.98'
L14	N83°56'09"W	74.00'
L15	N86°08'06"W	61.94'
L45	S38°56'09"E	21.21'
L46	S38°56'09"E	7.07'
L47	S38°56'09"E	14.14'
L48	S51°03'51"W	21.21'
L49	S51°03'51"W	14.14'

LINE TABLE

NO.	BEARING	LENGTH
L50	S51°03'51"W	7.07'
L51	S38°23'16"W	20.48'
L52	N55°29'24"W	20.48'
L53	S25°36'09"W	20.12'
L54	S38°56'09"E	21.21'
L55	N28°04'20"E	48.87'
L59	S38°56'09"E	4.24'
L60	S89°38'58"E	204.46'
L63	N23°10'16"W	59.38'
L64	N24°41'45"W	51.51'
L65	N26°05'18"W	51.51'
L66	N27°28'47"W	51.51'
L67	N28°52'17"W	51.51'
L68	N30°15'47"W	51.51'
L69	S16°31'19"E	47.44'
L70	N73°28'41"E	11.00'
L71	N73°28'41"E	11.00'
L72	S83°56'09"E	10.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD
C16	43°56'44"	50.00'	38.35'	S13°25'18"W
C17	43°56'44"	50.00'	38.35'	N30°31'26"W
C18	246°10'28"	50.00'	214.83'	S70°35'26"W
C19	18°49'16"	45.00'	14.78'	S32°07'12"E
C20	134°11'48"	45.00'	105.40'	N25°34'04"E
C21	19°11'17"	45.00'	15.07'	S83°04'19"W
C23	5°42'49"	842.00'	83.96'	N86°47'34"W



503-84-025U
PULTE HOME CORPORATION
04-0549490 M.C.R.

TITLE
SUN CITY FESTIVAL
PARCEL AA1 - PHASE 1
FINAL PLAT

ENGINEER INFORMATION
Stantec
PHOENIX
3133 W FRYE ROAD, SUITE 300
CHANDLER, AZ 85226
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ORIGINAL PLAN DATE
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PROJECT NUMBER
4201456000
SHEET NUMBER
6 of 6
COB FILM NO. / IMAGE NO. #
COB PERMIT #
PLZS-21-00148
SUBMITTAL

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

This is to certify that

Pulte Home Company, LLC, a Michigan limited liability company, which acquired title as Pulte Home Corporation, a Michigan corporation, Owner,

has met the requirements of A.R.S. §§ 45-576 and A.A.C.R12-15-701 et. seq., and

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in A.A.C. R12-15-701 et seq.,

Is issued this Certificate of Assured Water Supply for

Sun City Festival - Parcel AA1
Township 4 North, Range 4 West, Section 26
GSRB&M Maricopa County, PHOENIX AMA

The referenced subdivision consists of **246 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **130.89 acre-feet per year.** The subdivision will be served **wheeled stored and recovered CAP water and effluent LTSCs** by **City of Buckeye.**

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 27-701165.0000

ARIZONA DEPARTMENT OF WATER RESOURCES

Carol M. Ward
Program Manager

Oct 2, 2024
Date

TYPE A CERTIFICATE

SunCityFestival_CAWS

Final Audit Report 2024-10-02

Created:	2024-10-02
By:	Erin Pulford (ecpulford@azwater.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy_KFs0RbAdBJtnwvuvmwtyMI9KoGQVyi

"SunCityFestival_CAWS" History

Document created by Erin Pulford (ecpulford@azwater.gov)
2024-10-02 - 5:37:33 PM GMT

Document emailed to Carol Ward (cward@azwater.gov) for signature
2024-10-02 - 5:38:39 PM GMT

Email viewed by Carol Ward (cward@azwater.gov)
2024-10-02 - 9:29:09 PM GMT

Document e-signed by Carol Ward (cward@azwater.gov)
Signature Date: 2024-10-02 - 9:29:17 PM GMT - Time Source: server

Agreement completed.
2024-10-02 - 9:29:17 PM GMT

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.G. DS - Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1 Final Plat
DATE PREPARED: 03/12/25	**DISTRICT NO.:** District 4
STAFF LIAISON: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat titled "Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1" located approximately 0.37 miles south of the intersection at Beardsley Parkway and Desert Vista Boulevard.

SUMMARY

PROJECT DESCRIPTION:
Frank Koo of Wood, Patel and Associates, on behalf of the property owner Pulte Home Corporation, now Pulte Home Company, LLC by and through its corporate conversion, is requesting approval of a final plat for Festival Ranch Planning Area 1 PUP (Planned Unit Plan) E Parcel W1, Case No. PLZS-24-0027. The final plat spans 13.07 acres and includes 73 single-family home lots at a density of 5.6 du/ac, with a typical residential lot width of 47-ft and depth of 80-ft.

The age-restricted development will feature privately owned, detached active adult homes with unfenced yards, all maintained by the Homeowners Association, creating a secure, low-maintenance "lock-and-leave" community. It also features 2.61 acres (20%) of landscaped open space and trails. Approximately 2.86 acres of right-of-way is being dedicated along local streets within the development. Access will be provided by a local street connection to Desert Vista Boulevard at 266th Avenue and a secondary fire access connection to Desert Vista Boulevard at the western boundary of the site though Tract A. The final plat is consistent with the approved Festival Ranch Planning Area 1 PUP E Parcel W1 Preliminary Plat, Case No. PLZS-24-0014.

The applicant has obtained a Certificate of Assured Water Supply from the Department of Water Resources, per A.R.S. 9-463.01(I). A final plat is used to divide land into more than 10 lots, delineate property boundaries, describe and dedicate applicable rights-of-way and easements, and is recorded with the Maricopa County Recorder’s office to create an official record of a subdivision, required for the sale of subdivided lots.

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

FINANCIAL IMPACT STATEMENT:
See Planning Items Financial Impact Statement

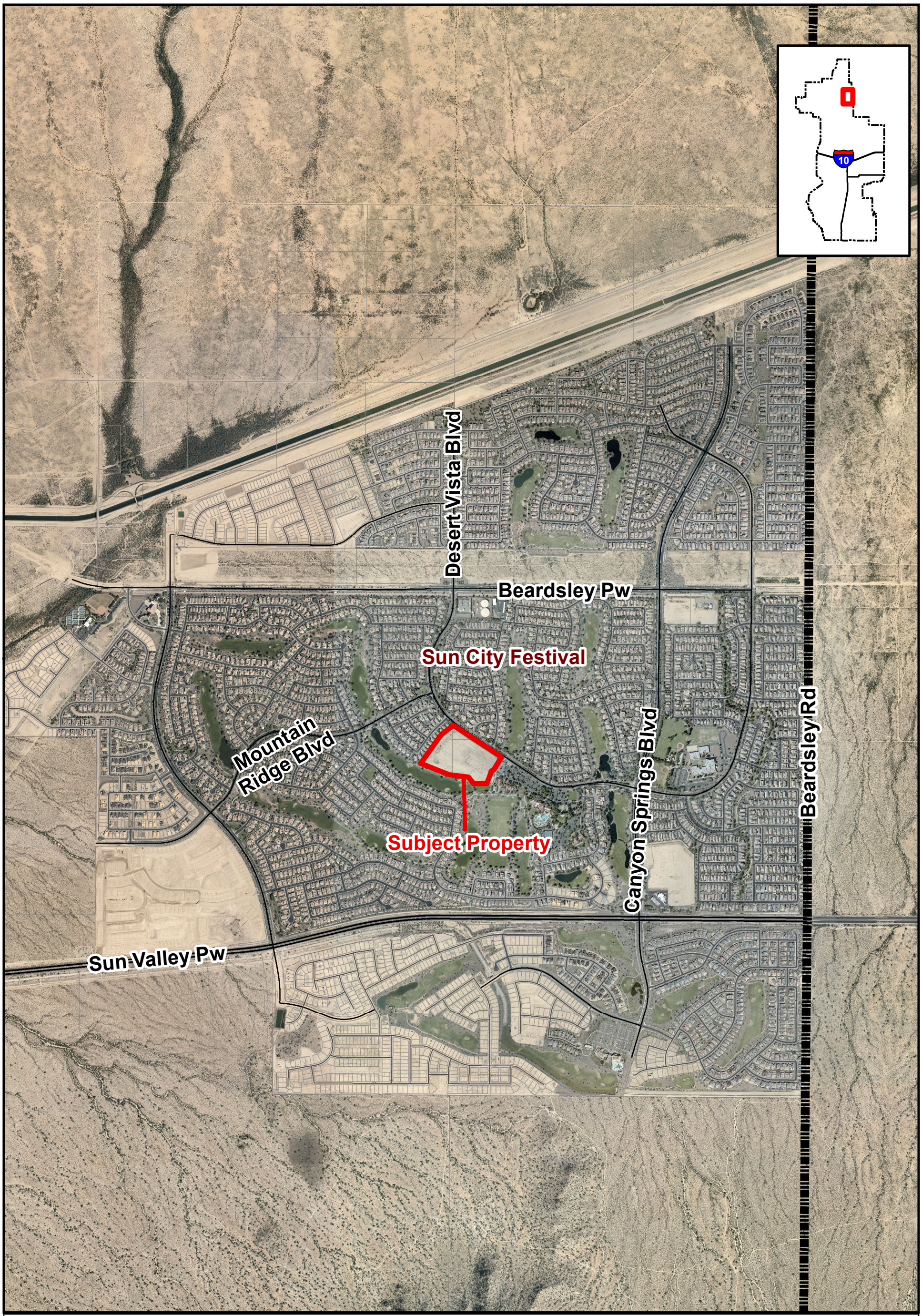
FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit

fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

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

ATTACHMENTS:

PLZS-24-0027 Festival Ranch Planning Area 1 PUP E Parcel W1 - Vicinity Map.pdf
PLZS-24-0027 Festival Ranch Planning Area 1 PUP E Parcel W1- Project Narrative.pdf
PLZS-24-0027 Festival Ranch Planning Area 1 PUP E Parcel W1 - Final Plat.pdf
PLZS-24-0027 Festival Ranch Planning Area 1 PUP E Parcel W1 - CAWS.pdf



VICINITY MAP

BUCKEYE, AZ

PLZS-24-0027
Festival Ranch Parcel W1
City Council District #4

N
W E
S

2R PLZS-24-0027 RECEIVED FEB 3 2025 WD

WOOD PATEL

Civil Engineering
Water Resources
Land Survey
Construction Management

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

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

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

January 28, 2025

PROJECT NARRATIVE
FESTIVAL RANCH PLANNING AREA 3
PUP E – PLANNING AREA 1 - PARCEL W1
FINAL PLAT
PLZS-24-0027

WP# 215235.08

Application Request

This application requests the approval of a Final Plat for Sun City Festival Parcel W1, a portion of the Festival Ranch Community Master Plan. The Final Plat for Sun City Festival Parcel W1 contains 13.07 acres (gross) and 73 lots.

Introduction

The Festival Ranch Community Master Plan (CMP) is comprised of approximately 10,357 acres. The property is located in the northern portion of the City of Buckeye. The CMP is bounded on the west by the Hassayampa River and by State Lands on the north and east. The south edge of the property is partially bisected by Sun Valley Parkway and is bounded by a small portion of the White Tank Mountains, State Lands, and private landowners.

The original Festival Ranch CMP consisted of six (6) Planning Units, identified as Planning Units A through F. Portions of the original Planning Units E and F are presently identified as Planning Area One, Planning Area Two and Planning Area Three of the Festival Ranch Development. This Final Plat is a portion of Festival Ranch Planning Unit E and Planning Area One. Parcel W1 is within the Sun City Festival portion of Planning Area One which is an active adult community.

Within Planning Area One there are numerous parcels identified with residential, recreation, commercial, worship and school designations. Please see the attached map at the end of this document, 'Preliminary Plat of Sun City Festival, Phase 1 Subdivision', for this area. This preliminary plat submittal includes Parcel W1 that will be developed as detached, single -family residential parcels with a parcel density of 5.6 du/ac and an overall Planning Area Unit E density of 2.7 du/ac which is consistent with the updated Appendix A Festival Ranch- Planning Unit E Development Table and updated Exhibit I Festival Ranch Community Master Plan Land Use Budget.

Parcel W1 is included in the Sun City Festival, Phase 1 CAWS. The Certificate Number 27-401140.0000.

Location

The subject site is located in the middle of Planning Unit E. The site is bounded to the north by Desert Vista Boulevard, to the south by the existing Copper Canyon golf course, to the west by Sun City Festival Parcel V1, and to the east by the existing Copper Canyon Golf Club.

Zoning
The property has is zoned Planned Community per the Festival Ranch Community Master Plan as approved in September 2000 and is identified as Flex Residential in the approved Festival Ranch Planning Unit E Amendment Planning Unit Plan dated October 2020. The Flex Residential designation allows for high-density residential use due to the proximity to the Copper Canyon Golf Club and Sage Recreation Center to maximize residents' access to community amenities. The high-density residential allows for the use of Development Option 3 R2-1 with a density range of 4-20 du/ac.

Proposed Development
The property covered in this Final Plat will be developed in a single phase, with a typical residential lot width of 47' and depth of 80'. Sun City Festival Parcel W1 is age-restricted and will comprise of 73 detached active adult homes. These lots will have small yards that will be open to adjacent lots and common area tracts. This will provide for a "lock and leave" home series option where the homeowners will not have to worry about landscape maintenance. A special assessment area was created for this property to allow landscape care and maintenance to be completed by the Community Association. All lots will be individually owned, but the Community Association will be taking care of all external portions of the parcel.

Land Use Budget
The following table is Exhibit I of the Festival Ranch Community Master Plan (CMP). A total of 7,454 lots is currently planned for PUE E which includes the proposed 73 lots in Parcel W1. The proposed Parcel Development Table A1-Proposed Parcel development was provided to show the number of units.

Land Use Budget							
Planning Unit	**Total Project *Acres***	**Commercial/Mixed Use *Square Feet***		**Residential (1,2) *Proposed Units***		**Resort (3) Rooms**	**Golf Courses Permitted**
A	1,522	50,000	20%	1,500	20%		2
B	1,908	350,000	20%	3,000	20%		3
C	2,928	200,000	40%	6,000	20%		4
D (5)	Not Included in the Festival Ranch CMP						
E	2,639	3,697,680	50%	6,419	50%		2
F	1,360	2,889,730	50%	6,772	50%		3*
Total	**10,357**	**7,187,410**		**24,726**		**1,000**	**14**

Source: EDAW (7.17.00; 9.28.00)

Notes:
1. Residential land uses may include such uses as parks, libraries, and schools. Fire stations, police stations, and religious facilities will be considered conditional uses.

2. Overall maximum residential density calculated at 2.4 du/gross ac. With a range of densities of 0 du/ac to 50 du/ac.

3. The resort overlay allows for up to 1000 rooms to be located in any of the planning areas. Additional resort rooms are possible at a reduction of overall residential units of .5 residential units for each additional resort unit. Resort uses may be allowed within residential zones.

4. Maximum allowable transfer of SF or units from within designated planning unit. Allowable units within planning units may not increase or decrease more than the indicated rate.

5. Planning Unit 'D' (Approx. 2,842 ac, 1,611,720 SF & 7,329 units) is excluded from this CMP submittal. However, parts or all of Planning Unit 'D' may be incorporated into the Festival Ranch Plan in the future.

Street Improvements
Parcel W1 is bordered by a minor collector street, Desert Vista Boulevard, to the north. All residential streets have a 44-foot right of way with the local streets 32-foot wide from back of curb to back of curb. Total dedicated right-of-way area is 124,505 square feet, or 2.86 acres. Access will be provided by a local street connection to Desert Vista Boulevard at 266th Avenue and a secondary fire access connection to Desert Vista Boulevard at the western boundary of the site though Tract A.

Communications
Cox Communications and Wyyerd provide cable, high-speed data and telephone services to Sun City Festival and have infrastructure installed within the PUE along Desert Vista Boulevard.

Natural Gas
Southwest Gas provides natural gas service to Sun City Festival and has infrastructure installed within the PUE along Desert Vista Boulevard.

Electricity
Arizona Public Service (APS) provides electrical service to Sun City Festival and has infrastructure installed within the PUE along Desert Vista Boulevard.

Open Space and Recreation
In addition to the 3.61 acres of open space within the parcel, residents will have access to amenities throughout the Sun City Festival Community. These amenities include recreation centers, outdoor pools, fitness areas, pet park, pickleball, softball, basketball, tennis, woodshop, arts and craft studio and a 27-hole golf course.

The parcel open space will include a connection to the adjacent Copper Canyon Golf Club and Sage Recreation Center to provide pedestrian access to these amenities.

Water Supply and Distribution
The Festival Ranch potable water infrastructure consists of a system of water distribution mains, booster pump stations, wells and storage tanks.

The property will connect to the existing water main located within Desert Vista Boulevard.

Wastewater Collection and Treatment
The Festival Ranch wastewater infrastructure consists of a system of sewer mains and the Festival Ranch WRF.

There is an existing 8-inch sewer stub, located at the northwest corner of the property, that connects to the existing sewer line within Desert Vista Boulevard that flows into the Festival Ranch WRF.

Site Boundary
The proposed boundary of Parcel W1 requires area swaps with the Sun City Festival Clubhouse Parcel as identified as Lot 1 of the Minor Land Division of “Sun City Festival – Clubhouse Expansion), Book 1364, Page 24, recorded January 18, 2018. The proposed Parcel W1 boundary will encroach into Lot 1 in two locations with a total area of 5,516.4 ft2. In return, Lot 1 will gain approximately 2,900.8 ft2 from Parcel W1.

Sincerely,

Wood, Patel & Associates, Inc.

Frank Koo

Frank M. Koo, PE
Principal

Y:\WP\General Correspondence\215235.08 Festival Ranch Parcel W1 Final Plat Project Narrative 01-28-25.docx

3R PLZS-24-0017 RECEIVED FEB 26 2025 WD

A FINAL PLAT OF

FESTIVAL RANCH PLANNING AREA 1 PUP E - PARCEL W1

BUCKEYE, ARIZONA

A REPLAT OF A PORTION OF LOT 1, SUN CITY FESTIVAL CLUBHOUSE EXPANSION, RECORDED IN BOOK 1364, PAGE 24, MARICOPA COUNTY RECORDS (MCR) AND A PARCEL OF LAND LOCATED IN SECTIONS AND 23, 24, 25, & 26 TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER: PULTE HOME COMPANY, LLC

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. THIS SITE CONSISTS OF A TOTAL OF 73 LOTS AND 4 TRACTS IN THE PC ZONING DISTRICT.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON NOVEMBER 26, 2024 UNDER CASE # PLSZ-24-0014.
6. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
7. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
8. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
   A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
   B. CONSTRUCTION, STRUCTURES, MAILBOXES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY THE CITY OF BUCKEYE AND ALL DRY PUBLIC UTILITIES WHICH USE OR MAY USE THE EASEMENT.
   C. LANDSCAPING
9. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
10. THE SUN CITY FESTIVAL COMMUNITY ASSOCIATION SHALL HAVE THE RESPONSIBILITY OF MAINTAINING ALL COMMON AREAS, LANDSCAPED AREAS AND DRAINAGE FACILITIES.
11. AN 18" REBAR WITH AN R.L.S. CAP WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, TRACT CORNERS, AND POINTS OF CURVATURE AT THE COMPLETION OF MASS GRADING.
12. IN EASEMENTS FOR EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUNDCOVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES OR BOULDERS ARE ALLOWED.
13. VISIBILITY RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT, SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, PUE, R/W, OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION VIOLATING THESE RESTRICTIONS INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
14. ALL MEASUREMENTS ARE THE SAME AS RECORD UNLESS OTHERWISE NOTED. ALL FOUND MONUMENTS ARE WITHIN ACCEPTABLE TOLERANCES PER ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, UNLESS OTHERWISE NOTED.
15. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON NOVEMBER 23, 2004 WITH ADWR CERTIFICATE #27-401140.0000.
16. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

GROSS SITE AREA

569, 213 SQUARE FEET OR 13.0673 ACRES MORE OR LESS
*TOTAL RIGHT-OF-WAY DEDICATED HEREON 123,145 SQUARE FEET OR 2.8270 ACRES MORE OR LESS

SHEET INDEX

SHEET 1 DEDICATIONS, ACKNOWLEDGMENTS, CERTIFICATIONS AND NOTES
SHEET 2 PLAN SHEETS AND LEGEND
SHEET 3 LOT DETAILS, AREA TABLES, LINE TABLES AND CURVE TABLES.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND SUN CITY FESTIVAL COMMUNITY ASSOCIATION, INC., (OWNERS), HAVE PLATTED UNDER THE NAME OF "FESTIVAL RANCH PLANNING AREA 1 PUP E - PARCEL W1", BUCKEYE, ARIZONA, A REPLAT OF A PORTION OF LOT 1, SUN CITY FESTIVAL CLUBHOUSE EXPANSION, RECORDED IN BOOK 1364, PAGE 24, MARICOPA COUNTY RECORDS (MCR) AND A PARCEL OF LAND LOCATED IN SECTIONS 23, 24, 25 AND 26, TOWNSHIP 4 NORTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY DOES PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF "FESTIVAL RANCH PLANNING AREA 1 PUP E - PARCEL W1" AND DECLARES THIS FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, TRACT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

OWNERS HEREBY GRANT TO THE CITY OF BUCKEYE AN EXCLUSIVE EASEMENT FOR THE PURPOSE OF WATER WITHIN THE AREAS SHOWN ON THIS PLAT AS WATER EASEMENTS. THE CITY SHALL HAVE THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, OPERATE AND REPLACE PUBLIC WATER LINES OVER, UNDER, AND ACROSS THE EASEMENT AREAS SHOWN HEREON.

OWNERS HEREBY GRANT TO THE CITY OF BUCKEYE AN EXCLUSIVE EASEMENT FOR THE PURPOSE OF SEWER WITHIN THE AREAS SHOWN ON THIS PLAT AS SEWER EASEMENTS. THE CITY SHALL HAVE THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, OPERATE AND REPLACE PUBLIC SEWER LINES OVER, UNDER, AND ACROSS THE EASEMENT AREAS SHOWN HEREON.

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

OWNERS HEREBY GRANT TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS ROADWAY EASEMENT (RWE) FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

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

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

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

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

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

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

CIVIL ENGINEER

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

OWNER/ DEVELOPER

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

OWNER

SUN CITY FESTIVAL COMMUNITY ASSOCIATION, INC.
8605 E RAINTREE DRIVE, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 391-6000
CONTACT: BEN FORREY

CONSENT OF LIENHOLDERS

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED MAY 18, 2004, AS INSTRUMENT NO. 2004-0549490 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND ASSIGNED TO MENG SHIANG IN PURSUANT TO THE CERTAIN ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 2, 2010 IN INSTRUMENT NO. 2010-0957274 HEREBY CONSENT TO AND JOINS IN THAT CERTAIN FINAL PLAT OF "FESTIVAL RANCH PLANNING AREA 1 PUP E - PARCEL W1", AND AGREES THAT SUCH PLAT AND THE EASEMENTS SHOWN THEREON SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER,THE ABOVE DESCRIBED DEED OF TRUST.

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

BY:_____.

NAME:_____.

TITLE:_____.

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS____DAY

OF_____, 20____, BY_____, THE_____

OF_____

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

DEDICATION CONTINUED.....

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

THIS ____ DAY OF _____, 20____.

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

BY: _____ DATE:_____

ITS:_____

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

THIS ____ DAY OF _____, 20____.

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

BY: _____ DATE:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS____DAY

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

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

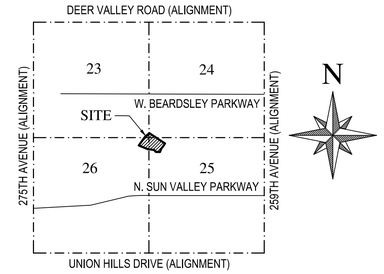
ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS____DAY

OF_____, 20____, BY_____, THE_____
OF SUN CITY FESTIVAL COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC



T4N, R4W
MARICOPA COUNTY

VICINITY MAP

NTS

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NO. 04013C2035 H DATED SEPTEMBER 30, 2005, FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 00°24'59" EAST.

LIMITATIONS ON THE ISSUANCE OF CERTIFICATIONS OF OCCUPANCY

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

APPROVALS

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

OF _____ 20____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____ _____
BUCKEYE CITY ENGINEER DATE

BY: _____ _____
DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATION

I, BRIAN J. DIEHL, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JUNE 2024. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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

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

MANAGING ENGINEERING/SURVEYOR: BRIAN J. DIEHL R.L.S.
PROJECT COORDINATOR: SADIE DAVENPORT

DESIGN LAYOUT	DRAFTED	CHECKED
W/P	WSB	BJD
FIELD SURVEY	FIELD SURVEY	CHECKED
DRAWING SCALES: NTS		

FESTIVAL RANCH PLANNING AREA 1-PUP E PARCEL W1 FINAL PLAT COVER SHEET

FESTIVAL RANCH PLANNING AREA 1 PUP E

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

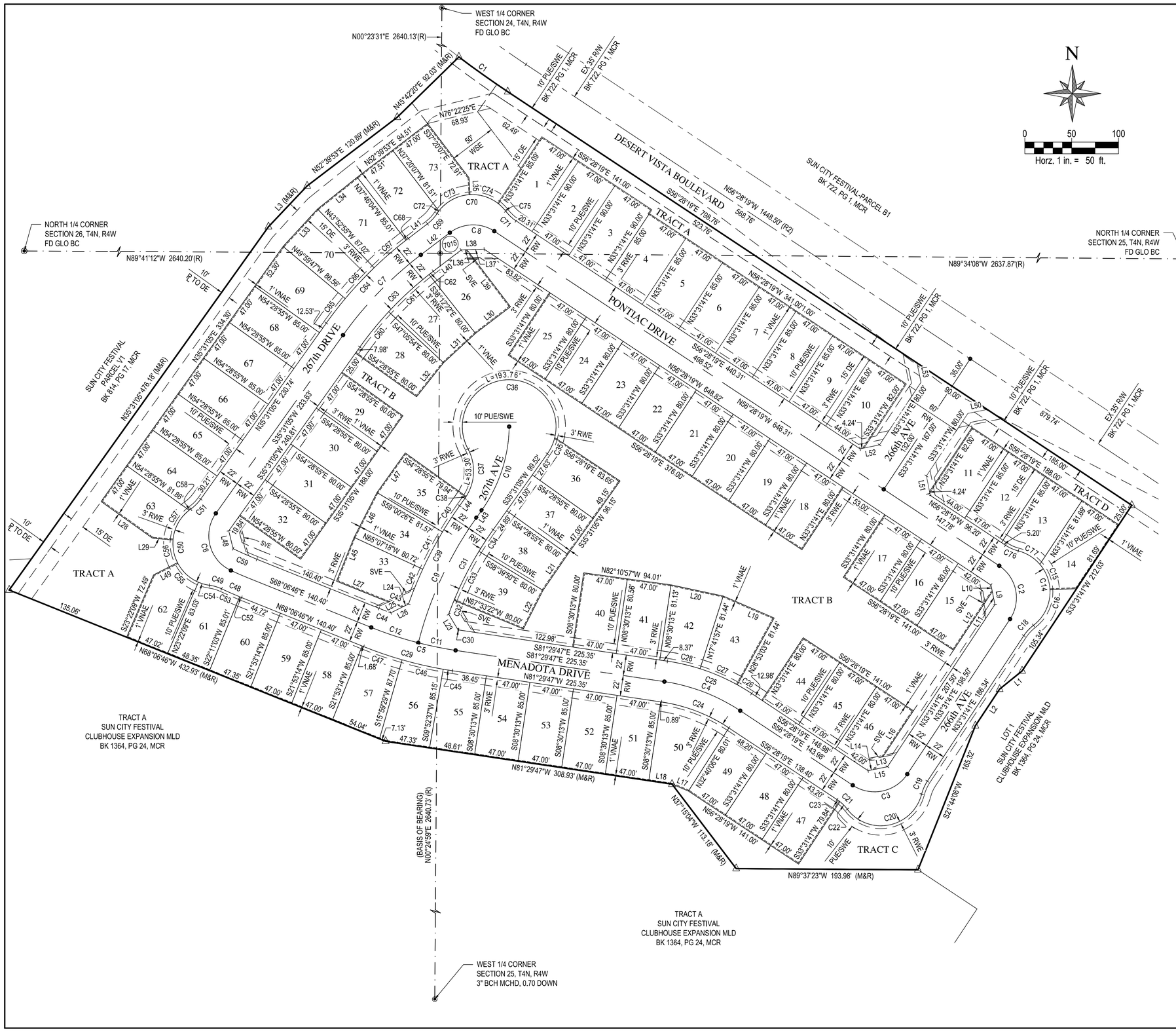
COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL: 2nd Submittal
AS-BUILT SEAL
DESIGN SEAL
REGISTERED LAND SURVEYOR CERTIFICATE NO. 23945 BRIAN J. DIEHL Date Signed 02-26-25 ARIZONA, U.S.A. EXPIRES 09-30-26

ORIGINAL PLAN DATE	LATEST REVISION DATE
01/28/2025	
PROJECT NUMBER 215235.08	SHEET NUMBER 1 of 3

COB PLAN TRACKING #
COB PERMIT # PLZS-24-0027


WEST 1/4 CORNER
SECTION 24, T4N, R4W
FD GLO BC
N00°23'31"E 2640.13'(R)
NORTH 1/4 CORNER
SECTION 26, T4N, R4W
FD GLO BC
N89°41'12"W 2640.20'(R)
NORTH 1/4 CORNER
SECTION 25, T4N, R4W
FD GLO BC
N89°34'08"W 2637.87'(R)
DESERT VISTA BOULEVARD
PONTIAC DRIVE
267th DRIVE
267th AVE
266th AVE
MENADOTA DRIVE
TRACT A
TRACT B
TRACT C
TRACT D
SUN CITY FESTIVAL-PARCEL B1
BK 722, PG 1, MCR
SUN CITY FESTIVAL
PARCEL V1
BK 874, PG 17, MCR
TRACT A
SUN CITY FESTIVAL
CLUBHOUSE EXPANSION MLD
BK 1364, PG 24, MCR
LOT 1
SUN CITY FESTIVAL
CLUBHOUSE EXPANSION MLD
BK 1364, PG 24, MCR
(BASIS OF BEARING)
N00°24'59"E 2640.73' (R)
WEST 1/4 CORNER
SECTION 25, T4N, R4W
3" BCH MCHD, 0.70 DOWN
N89°37'23"W 193.98' (M&R)
N81°29'47"W 308.93' (M&R)
N68°06'46"W 432.93' (M&R)
N37°15'04"W 113.18' (M&R)
S21°44'06"W 165.32'
N56°28'19"W 1446.50' (R2)
S56°28'19"E 798.76'
N56°28'19"W 341.00'
N56°28'19"W 648.82'
N56°28'19"W 646.31'
S56°28'19"E 376.00'
S56°28'19"E 141.00'
S56°28'19"E 188.00'
N56°28'19"W 147.78'
N56°28'19"W 96.20'
S56°28'19"E 143.98'
S56°28'19"E 138.40'
N82°10'57"W 94.01'
S81°29'47"E 225.35'
N81°29'47"W 225.35'
N52°39'53"E 120.89' (M&R)
N45°42'20"E 92.03' (M&R)
N35°31'05"E 476.18' (M&R)
N35°31'05"E 334.30'
N35°31'05"W 233.63'
N35°31'05"W 260.81'
N35°31'05"W 188.00'
N35°31'05"W 72.49'
N68°06'46"E 140.40'
N67°33'22"W 80.00'
N65°07'18"W 80.72'
N49°59'47"W 86.56'
N37°46'04"W 85.01'
N37°20'07"E 72.91'
N76°22'25"E 68.93'
N37°20'07"W 81.51'
N52°39'53"E 94.51'
N43°52'55"W 87.02'
N54°28'55"W 85.00'
N54°28'55"W 81.86'
N54°28'55"W 80.00'
N54°28'55"W 233.74'
N54°28'55"W 85.00'
S54°28'55"E 80.00'
S54°28'55"E 79.94'
S54°28'55"E 60.00'
S54°28'55"E 63.65'
S54°28'55"E 80.00'
S54°28'55"E 80.00'
S54°28'55"E 80.00'
S47°05'54"E 80.00'
S58°12'22"E 80.00'
S58°39'50"E 80.00'
S59°00'26"E 81.57'
S68°06'46"E 140.40'
S81°29'47"E 225.35'
S08°30'13"W 80.00'
S08°30'13"W 85.00'
S08°30'13"W 80.56'
S08°30'13"E 80.56'
S08°30'13"E 81.13'
S15°59'29"W 67.70'
S09°52'37"W 85.15'
S23°22'09"W 72.49'
S23°22'09"E 83.05'
S22°11'05"W 85.01'
S21°53'14"W 85.00'
S21°53'14"W 85.00'
S21°53'14"W 85.00'
S33°31'41"E 85.00'
S33°31'41"W 80.00'
S33°31'41"W 82.00'
S33°31'41"W 167.00'
S33°31'41"W 80.00'
S33°31'41"W 79.84'
S33°31'41"W 212.03'
S33°31'41"W 207.50'
S33°31'41"E 186.34'
S33°31'41"E 81.69'
S33°31'41"E 85.00'
S33°31'41"E 85.00'
S33°31'41"E 85.00

CURVE TABLE

CURVE	DELTA	RADIUS	ARC
C1	3°39'59"	1000.00'	63.99'
C2	90°00'00"	41.00'	64.40'
C3	90°00'00"	42.00'	65.97'
C4	25°01'28"	200.00'	87.35'
C5	13°23'01"	400.00'	93.43'
C6	100°35'37"	41.00'	71.98'
C7	17°08'48"	400.00'	119.71'
C8	70°51'48"	41.00'	50.71'
C9	21°11'36"	400.00'	147.96'
C10	34°38'08"	158.00'	95.51'
C11	5°49'16"	400.00'	40.64'
C12	7°33'45"	400.00'	52.80'
C14	128°22'35"	45.00'	100.83'
C15	38°03'55"	45.00'	29.90'
C16	55°22'05"	45.00'	43.49'
C18	19°11'17"	45.00'	15.07'
C19	19°11'17"	45.00'	15.07'
C20	128°22'35"	45.00'	100.83'
C21	19°11'17"	45.00'	15.07'
C24	25°01'28"	178.00'	77.74'
C25	25°01'28"	222.00'	96.96'
C26	4°38'38"	222.00'	17.99'
C27	11°11'05"	222.00'	43.34'
C28	9°11'45"	222.00'	35.63'
C29	13°23'01"	422.00'	98.57'
C30	0°06'27"	378.00'	0.71'
C31	15°28'47"	378.00'	102.12'
C32	2°24'19"	378.00'	15.87'
C33	8°53'32"	378.00'	58.66'
C34	4°10'56"	378.00'	27.59'
C35	21°52'01"	50.00'	19.08'
C36	243°53'46"	50.00'	212.84'
C37	63°53'46"	50.00'	55.76'
C38	2°48'58"	50.00'	2.46'
C39	16°05'10"	422.00'	118.48'
C40	4°31'31"	422.00'	33.33'
C41	6°06'52"	422.00'	45.03'
C42	5°26'46"	422.00'	40.11'
C43	3°33'07"	368.00'	22.81'
C44	2°02'38"	378.00'	13.49'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC
C45	1°22'24"	422.00'	10.12'
C46	6°06'52"	422.00'	45.03'
C47	5°53'44"	422.00'	43.42'
C48	3°09'15"	422.00'	23.23'
C49	17°16'56"	45.00'	13.57'
C50	136°56'49"	45.00'	107.56'
C51	19°11'17"	45.00'	15.07'
C52	0°17'49"	422.00'	2.19'
C53	2°51'26"	422.00'	21.04'
C54	15°36'35"	45.00'	12.26'
C55	39°37'54"	45.00'	31.13'
C56	31°49'52"	45.00'	25.00'
C57	47°12'14"	45.00'	37.07'
C58	2°40'14"	45.00'	2.10'
C59	4°12'53"	378.00'	27.81'
C60	7°23'01"	378.00'	48.71'
C61	8°53'32"	378.00'	58.66'
C62	0°52'15"	378.00'	5.75'
C63	17°08'48"	378.00'	113.12'
C64	17°08'48"	422.00'	126.29'
C65	4°29'08"	422.00'	33.04'
C66	6°06'52"	422.00'	45.03'
C67	6°06'52"	422.00'	45.03'
C68	0°25'56"	422.00'	3.18'
C69	19°11'17"	45.00'	15.07'
C70	109°14'23"	45.00'	85.80'
C71	19°11'17"	45.00'	15.07'
C72	4°18'06"	45.00'	3.38'
C73	49°07'02"	45.00'	38.58'
C74	55°49'14"	45.00'	43.84'
C75	55°49'14"	45.00'	43.84'
C76	19°11'17"	45.00'	15.07'
C77	34°56'34"	45.00'	27.44'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S50°55'10"W	30.84'
L2	S33°31'41"W	46.92'
L3	N43°29'38"E	59.97'
L9	N11°28'19"W	21.21'
L10	N11°28'19"W	7.07'
L11	N11°28'19"W	14.14'
L12	N33°31'41"E	75.00'
L13	N78°31'41"E	14.14'
L14	N78°31'41"E	7.07'
L15	N78°31'41"E	21.21'
L16	S33°31'41"W	75.00'
L17	N67°10'41"W	19.03'
L18	N81°29'47"W	24.99'
L19	N66°42'30"W	59.14'
L20	N77°53'35"W	56.98'
L21	S34°32'35"W	46.63'
L22	S26°53'24"W	46.20'
L23	S30°40'31"E	19.45'
L24	N63°33'36"E	7.15'
L25	N63°33'36"E	14.01'
L26	N63°33'36"E	21.16'
L27	N68°06'46"W	52.81'
L28	N54°28'55"W	67.36'
L29	N85°10'06"W	22.03'
L30	N52°37'21"E	46.92'

LINE TABLE

LINE	BEARING	DISTANCE
L31	N47°20'52"E	46.20'
L32	N38°34'29"E	46.34'
L33	N42°34'32"E	54.27'
L34	N51°17'22"E	54.23'
L35	S03°06'16"E	18.00'
L36	S88°05'47"W	6.14'
L37	S88°05'47"W	18.31'
L38	S88°05'47"W	24.44'
L39	N37°20'07"W	76.44'
L40	S52°39'53"W	37.39'
L41	N52°39'53"E	25.66'
L42	S52°39'53"W	38.88'
L43	S35°31'05"W	9.72'
L44	N35°31'05"E	9.72'
L45	N21°49'16"E	50.35'
L46	N27°01'29"E	53.68'
L47	N35°31'05"E	51.91'
L48	S13°37'18"E	19.63'
L49	S63°00'02"W	28.69'
L50	S78°31'41"W	21.21'
L51	S11°28'19"E	21.21'
L52	N78°31'41"E	21.21'
L53	N11°28'19"W	21.21'

LOT AREA TABLE

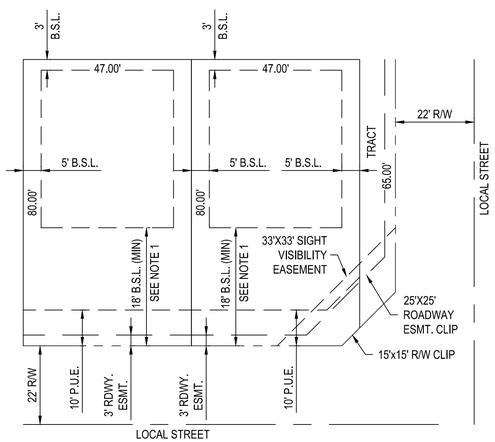
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT SIZE
LOT 1	4,170	0.0957	47'X90'
LOT 2	4,230	0.0971	47'X90'
LOT 3	4,230	0.0971	47'X90'
LOT 4	3,995	0.0917	47'X85'
LOT 5	3,995	0.0917	47'X85'
LOT 6	3,995	0.0917	47'X85'
LOT 7	3,995	0.0917	47'X85'
LOT 8	3,995	0.0917	47'X85'
LOT 9	3,995	0.0917	47'X85'
LOT 10	3,990	0.0916	47'X85'
LOT 11	3,990	0.0916	47'X85'
LOT 12	3,995	0.0917	47'X85'
LOT 13	3,867	0.0888	47'X82'
LOT 14	4,185	0.0961	47'X110'
LOT 15	3,747	0.0860	47'X80'
LOT 16	3,760	0.0863	47'X80'
LOT 17	3,760	0.0863	47'X80'
LOT 18	3,760	0.0863	47'X80'
LOT 19	3,760	0.0863	47'X80'
LOT 20	3,760	0.0863	47'X80'
LOT 21	3,760	0.0863	47'X80'
LOT 22	3,760	0.0863	47'X80'
LOT 23	3,760	0.0863	47'X80'
LOT 24	3,760	0.0863	47'X80'
LOT 25	3,760	0.0863	47'X80'

LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT SIZE
LOT 26	3,794	0.0871	49'X80'
LOT 27	4,224	0.0970	59'X80'
LOT 28	4,149	0.0952	56'X80'
LOT 29	3,760	0.0863	47'X80'
LOT 30	3,760	0.0863	47'X80'
LOT 31	3,760	0.0863	47'X80'
LOT 32	3,760	0.0863	47'X80'
LOT 33	3,849	0.0884	50'X81'
LOT 34	3,980	0.0914	54'X82'
LOT 35	3,914	0.0899	52'X82'
LOT 36	3,843	0.0882	49'X84'
LOT 37	3,760	0.0863	47'X80'
LOT 38	3,978	0.0913	53'X80'
LOT 39	4,224	0.0970	59'X80'
LOT 40	3,773	0.0866	47'X81'
LOT 41	3,800	0.0872	47'X81'
LOT 42	4,059	0.0932	57'X81'
LOT 43	4,120	0.0946	59'X81'
LOT 44	3,760	0.0863	47'X80'
LOT 45	3,760	0.0863	47'X80'
LOT 46	3,747	0.0860	47'X80'
LOT 47	3,760	0.0863	47'X80'
LOT 48	3,760	0.0863	47'X80'
LOT 49	3,808	0.0874	48'X80'
LOT 50	5,067	0.1163	79'X85'

LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT SIZE
LOT 51	3,995	0.0917	47'X85'
LOT 52	3,995	0.0917	47'X85'
LOT 53	3,995	0.0917	47'X85'
LOT 54	3,995	0.0917	47'X85'
LOT 55	4,045	0.0929	49'X85'
LOT 56	4,303	0.0988	54'X88'
LOT 57	4,253	0.0976	54'X88'
LOT 58	3,995	0.0917	47'X85'
LOT 59	3,995	0.0917	47'X85'
LOT 60	4,006	0.0920	47'X85'
LOT 61	4,025	0.0924	48'X85'
LOT 62	4,012	0.0921	47'X83'
LOT 63	3,779	0.0868	47'X82'
LOT 64	3,977	0.0913	47'X85'
LOT 65	3,995	0.0917	47'X85'
LOT 66	3,995	0.0917	47'X85'
LOT 67	3,995	0.0917	47'X85'
LOT 68	3,995	0.0917	47'X85'
LOT 69	4,176	0.0959	52'X87'
LOT 70	4,284	0.0984	54'X87'
LOT 71	4,242	0.0974	54'X87'
LOT 72	3,989	0.0916	48'X85'
LOT 73	3,833	0.0880	47'X82'



R2-1
47' X 80'
LOT TYPICAL SETBACK DETAILS
N.T.S.

NOTES:

1. FRONT SETBACK SHALL BE 18 FEET OR GREATER FROM FACE OF GARAGE TO PROPERTY LINE.
2. OWNER MAY MODIFY SETBACKS AND LOT COVERAGE FOR FUTURE DEVELOPMENT WITHIN EACH LOT IN COMPLIANCE WITH STANDARDS SET FORTH IN THE FESTIVAL RANCH COMMUNITY MASTER PLAN ON FILE WITH THE CITY, AS MAY BE AMENDED.
3. NO OBJECT WALL, STRUCTURE, MOUND, OR MATURE LANDSCAPING OVER 24" IN HEIGHT SHALL BE ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT. TREE CANOPIES THAT OVERHANG THE EASEMENT SHALL BE KEPT TRIMMED NO LOWER THEN SEVEN (7) FEET ABOVE THE BACK OF CURB.
4. MAX BUILDING HEIGHT SHALL BE 40 FEET.

AREA TABLE

	AREA SQUARE FEET	AREA ACRES
TRACTS	155,689	3.5741
LOTS	289,018	6.6349
RIGHT-OF-WAY	124,505	2.8583
TOTAL	569,213	13.0673

TRACT AREA TABLE

TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	52,385	1.2026	OPEN SPACE/LANDSCAPE/DRAINAGE
TRACT B	82,162	1.8862	OPEN SPACE/LANDSCAPE/DRAINAGE
TRACT C	15,343	0.3522	OPEN SPACE/LANDSCAPE/DRAINAGE
TRACT D	5,800	0.1331	OPEN SPACE/LANDSCAPE/DRAINAGE

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

REVISIONS:
1
2
3

ENGINEER INFORMATION

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

FINAL PLAT - PARCEL W1

PLAN NAME
FESTIVAL RANCH PARCEL W1
BUCKEYE, AZ.

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: 2nd Submittal

(POSSIBLE AS-BUILT SEAL)

DESIGN SEAL
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 23945
BRIAN J. DIEHL
Date Signed 02-25-25
ARIZONA U.S.A.
EXPIRES 03-30-26

ORIGINAL PLAN DATE: 01/28/2025

LATEST REVISION DATE

PROJECT NUMBER: 215235.08

SHEET NUMBER: 3 of 3

COB PLAN TRACKING #

COB PERMIT #: PLZS-24-0027

Z:\Festival\2020\215235\Survey\Plat\ 5235-FC03.dwg

3R PLZS-24-0017 RECEIVED FEB 26 2025 WD

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

This is to certify that

Pulte Home Corporation, a Michigan Corporation

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

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

Is issued this Certificate of Assured Water Supply for

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

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

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

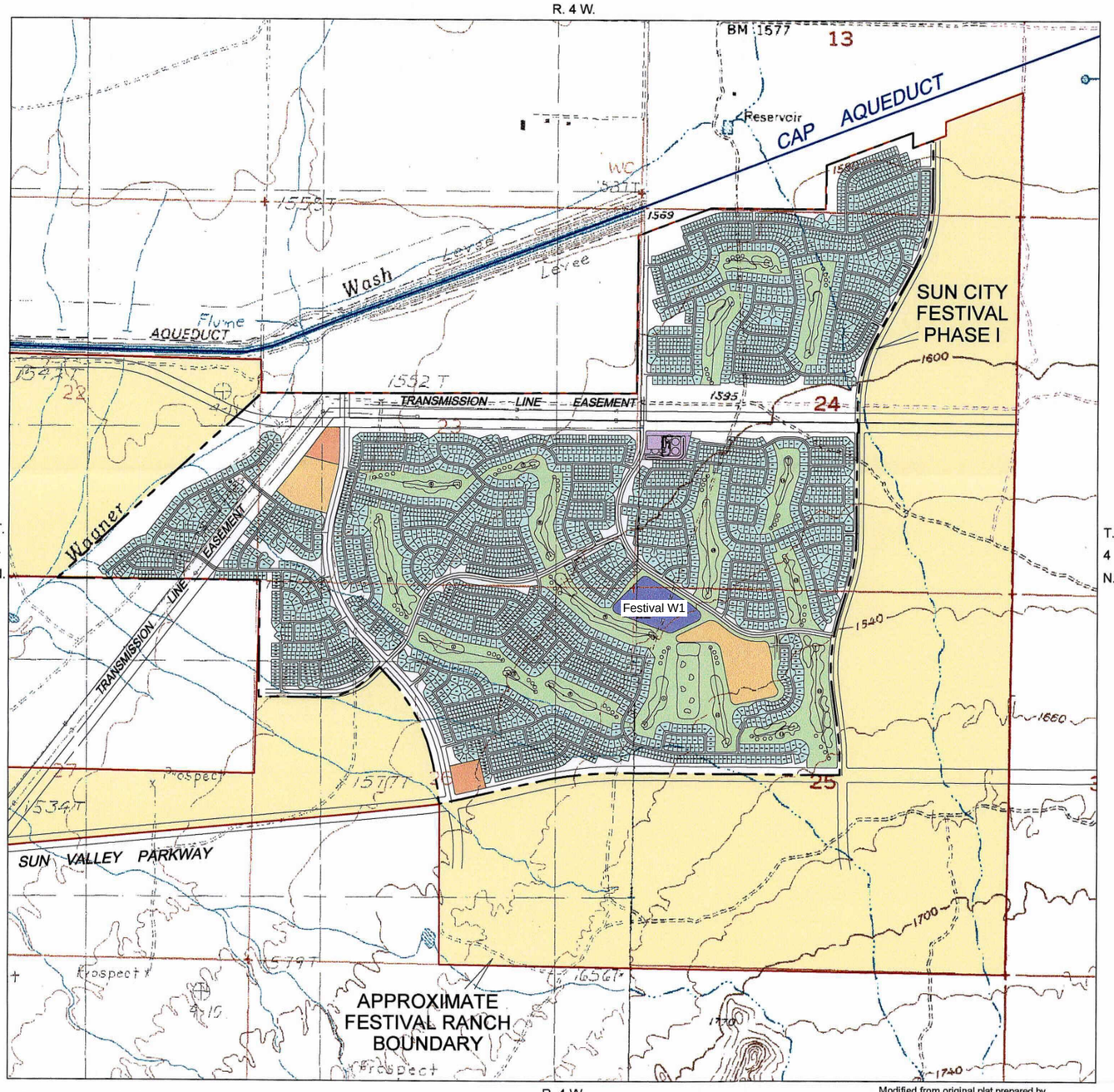
Certificate Number: 27-401140.0000

ARIZONA DEPARTMENT OF WATER RESOURCES

Jim Holway
Assistant Director

11/23/04
Date

3R PLZS-24-0017 RECEIVED FEB 26 2025 WD



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

EXPLANATION

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

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

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

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

RECEIVED
NOV 12 2003
PHOENIX AMA

0 4,000
FEET

Index Map

PULTE HOME CORPORATION
MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT OF
SUN CITY FESTIVAL, PHASE I
SUBDIVISION

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

ATTACHMENT 1

27-401140
SUN CITY FESTIVAL, PHASE 1

1091.09\LOCATION MAP-Phase 1\05NOV2003

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.H. CC - Liquor License Application for Verra Nail Bar (Series 007 Beer and Wine Bar)
DATE PREPARED: 03/12/25	**DISTRICT NO.:** 6
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request for a new Series 007 Beer and Wine Bar Liquor License (Application No. 329364) for Verra Nail Bar, located at 19580 West Indian School Road in Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Verra Nail Bar is requesting approval for a Series 007 Beer and Wine Bar Liquor License Application for their business located at 19580 West Indian School Road in Buckeye. The application and public notice were legally posted and approved by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda.

BENEFITS:
The City will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:
After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

FINANCIAL IMPACT STATEMENT:
The city will continue to collect sales tax and revenue from liquor sales.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
JOB #329364 Redacted.pdf
VerraNailBar- GIS MAP.pdf

Received in the Buckeye City Clerk's office February 06, 2025 at 3:48 p.m. by LCA

State of Arizona
Department of Liquor Licenses and Control

Created 02/06/2025 @ 03:19:11 PM

Local Governing Body Report

LICENSE

Number:	07070772	Type:	007 BEER AND WINE BAR
Name:	VERRA NAIL BAR		
State:	Pending		
Issue Date:		Expiration Date:	02/28/2026
Original Issue Date:	11/05/1976		
Location:	19580 W INDIAN SCHOOL ROAD #105 BUCKEYE, AZ 85396 USA		
Mailing Address:	[redacted] TOLLESON, AZ 85353 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:			

Currently, this license has pending applications.

AGENT

Name:	JUANITA ALICIA ESPARZA
Gender:	Female
Correspondence Address:	[redacted] TOLLESON, AZ 85353 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	VERRA NAILS LLC		
Contact Name:	JUANITA ALICA ESPARZA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23726155	State of Incorporation:	AZ
Incorporation Date:	09/09/2024		
Correspondence Address:	[redacted] TOLLESON, AZ 85353 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

60th day
04-07-2025
105th day
05-22-2025

Officers / Stockholders

Name:	Title:	% Interest:
THIEN VAN NGUYEN	Member	100.00

VERRA NAILS LLC - Member

Name:	THIEN VAN NGUYEN
Gender:	Male
Correspondence Address:	[redacted] TOLLESON, AZ 85353 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

APPLICATION INFORMATION

Application Number: 329364
Application Type: Location / Owner Transfer
Created Date: 01/16/2025

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?
   No
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   No
11) Will there be an agent on this license?
   Yes
   A Document of type QUESTIONNAIRE is required.
12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
   VERRADO ELEMENTARY SCHOOL 20873 W SUNRISE LANE BUCKEYE, AZ 85396 1.9 MILES

   VERRADO MIDDLE SCHOOL 20880 W MAIN ST BUCKEYE, AZ 85396 1.9 MILES
13) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
14) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   EVICTION WITH LEGAL PROCEEDINGS
15) What is the total money borrowed for the business not including the lease?
   Please list lenders/people owed money for the business.
   ZERO
16) Is there a drive through window on the premises?
   No
17) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
   NO PATIO
18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
19) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
   $10.00

'25 JAN 16 AM 10:19 AZDLLC

SECTION 6 **Person to Person Transfer ARS§4-203(C), (D), (G)**

1. License #: 07070772

2. Current Agent Name / Individual Name ESPARZA (Last) JUANITA (First) ALICIA (Middle)

3. Current Ownership Name (Legal Entity): AURORA NAIL BAR, LLC
(Exactly as it appears on the license)

4. Premises Name: AURORA NAIL BAR
(Exactly as it appears on the license)

5. Premises Location Address: [redacted] ARIZONA MARICOPA 85234
Street City State County Zip

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☑ No

7. I, (Signature): _____ authorize the transfer of this license to the applicant.
(Current Agent/Individual as listed on the license certificate)

SECTION 7 **Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)**

1. License #: 07070772

2. Current Business: Name: AURORA NAIL BAR

Address: [redacted] ARIZONA 85234
(Exactly as it appears on license)

3. New Business: Name: VERRA NAIL BAR

Address: [redacted] BUCKEYE ARIZONA 85396

SECTION 8 **Proximity to School**

A.R.S.§4-207 States that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph **DOES NOT** apply to:

- Series 01 Producer
- Series 03 Microbrewery
- Series 04 Wholesaler/Distributor
- Series 05 Government license
- Playing area of a golf course
- Series 11 Hotel/motel license
- Series 12 Restaurants that do not sell growlers
- Series 13 Farm Winery
- Series 18 Craft Distillery

Distance to nearest School: 10,032 FEET (1.9 MILES)
(If less than one (1) mile, note footage)

Name of School: VERRADO ELEMENTARY SCHOOL

School Address: 20873 WEST SUNRISE LANE BUCKEYE AZ 85396

SECTION 6 Person to Person Transfer ARS§4-203(C), (D), (G)

1. License #: _____

2. Current Agent Name / Individual Name _____
Last First Middle

3. Current Ownership Name (Legal Entity): _____
(Exactly as it appears on the license)

4. Premises Name: _____
(Exactly as it appears on the license)

5. Premises Location Address: _____
Street City State County Zip

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No

7. I, (Signature): _____ authorize the transfer of this license to the applicant.
(Current Agent/Individual as listed on the license certificate)

SECTION 7 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)

1. License #: _____

2. Current Business: Name: _____

Address: _____
(Exactly as it appears on license)

3. New Business: Name: _____

Address: _____

SECTION 8 Proximity to School

A.R.S.§4-207 States that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph **DOES NOT** apply to:

Series 01 Producer
Series 03 Microbrewery
Series 04 Wholesaler/Distributor
Series 05 Government license
Playing area of a golf course
Series 11 Hotel/motel license
Series 12 Restaurants that do not sell growlers
Series 13 Farm Winery
Series 18 Craft Distillery

Distance to nearest School: 10,032 FEET (1.9 MILES) Name of School: VERRADO MIDDLE SCHOOL
(If less than one (1) mile, note footage)

School Address: 20880 W MAIN ST BUCKEYE AZ 85396

Bill of Sale

'25 JAN 16 AM 10:19 AZDLLC

THIS BILL OF SALE is executed on 01/06/2025, by and between Aurora Nail Bar, LLC,
residing at (Address) [redacted] (City, State) Litchfield Park, AZ (Zip Code) 85340
(hereafter referred to as the "Seller") and Verra Nails, LLC
residing at (Address) [redacted] (City, State) Litchfield Park, AZ (Zip Code) 85340
(hereafter referred to as the Buyer).

Seller hereby agrees to transfers to Buyer all rights of Seller in the following property.

SERIES 07 Beer and Wine Maricopa County LIQUOR LICENSE NUMBER 07070772

For and in consideration of a total purchase price of $ 10.00 receipt of which is hereby acknowledged by seller. The form of payment used will be cash and sales tax is included in the purchase price of the above mentioned property.

The transfer of property shall take effect immediately upon execution of this Bill of Sales by both parties. Upon signing this Bill of Sale, the above-mentioned property shall belong exclusively to the Buyer, and the Seller shall have no further responsibility for liability towards or interest in, said property.

The Seller hereby affirms that the above information about this property is accurate to the best of his/her knowledge, and by his/her signature below certifies s/he is the lawful owner of the property with the ability to sell it as s/he sees fit.

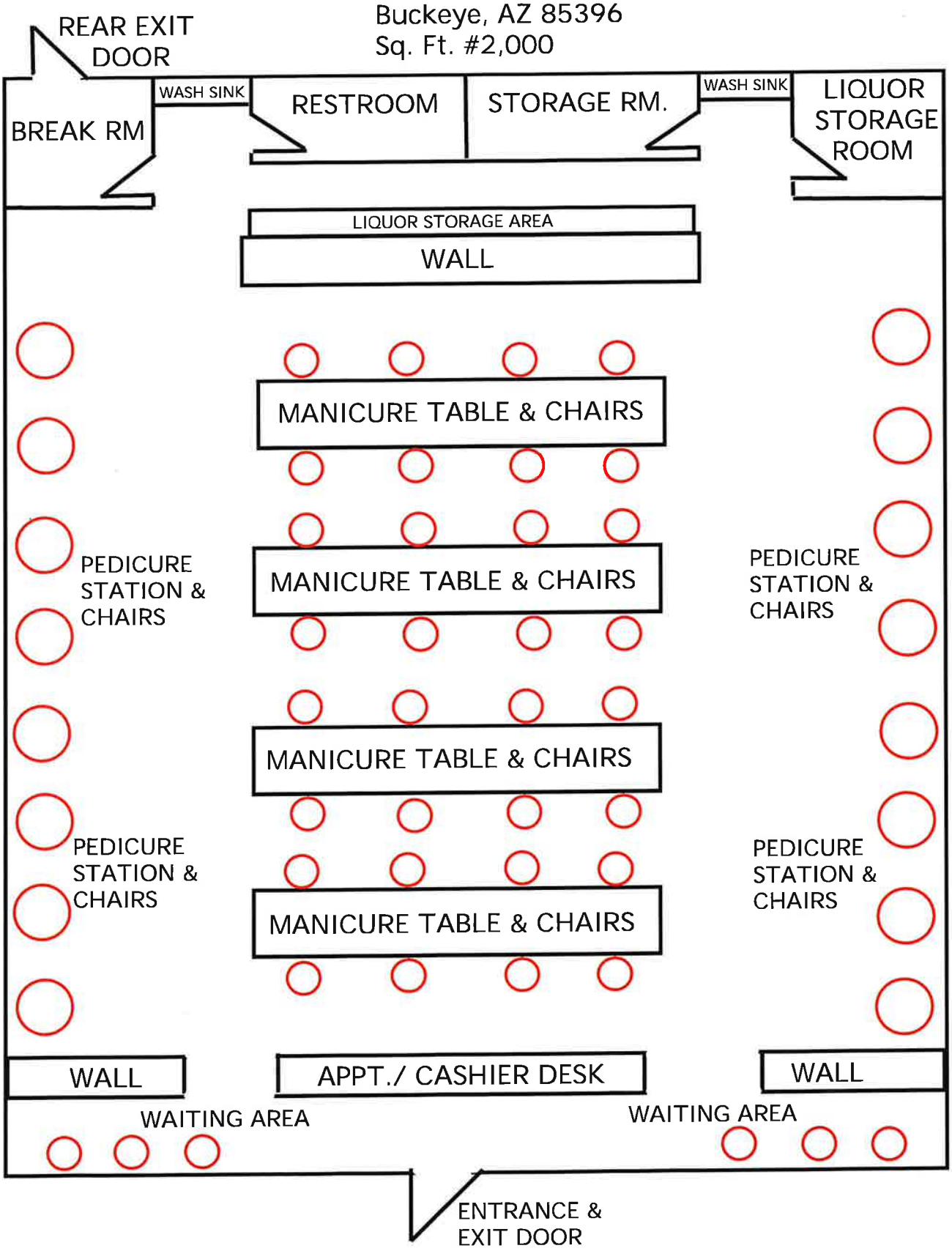
The sale and transfer of property is hereby made on as 'AS IS" condition without any express or implied warranties with no recourse to the Seller, provided that Seller can issue proof that it has title to the property without any liens or encumbrances. The Buyer has been given the opportunity to inspect, or has inspected, the property as described above. The Buyer agrees to accept all property in its existing state.

IN WITNESS THEREOF, the parties executed this Bill of Sale on 01/06/2025.

(Signature of Buyer)	01/06/2025 (Date)	(Signature of Co-Buyer)	(Date)
Verra Nails, LLC [redacted] Litchfield Park, AZ 85340		Verra Nails, LLC [redacted] Litchfield Park, AZ 85340	
(Signature of Seller)	01/06/2025 (Date)	(Signature of Co-Seller)	(Date)
Aurora Nail Bar, LLC [redacted] Litchfield Park, AZ 85340		Aurora Nail Bar, LLC [redacted] Litchfield Park, AZ 85340	

VERRA NAIL BAR
19580 W. Indian School Rd., #106
Buckeye, AZ 85396
Sq. Ft. #2,000

'25 JAN 16 AM 10:19 AZDLLC



'25 JAN 16 AM 10:19 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY	
Fee:	
Job #:	3293124
Date Accepted:	02-06-2025
CSR:	SG

FP CURRent 11-19-2024

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: ESPARZA (Last) JUANITA (First) ALICIA (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 06 / 1967
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 07070772
2. Business Name (doing business as): VERRA NAIL BAR
3. Business Address: 19580 WEST INDIAN SCHOOL ROAD #105 BUCKEYE ARIZONA 85396

'25 JAN 16 AM 10:19 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: THIEN VAN NGUYEN

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) JUANITA ALICIA ESPARZA **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 01/10/2025

'25 JAN 16 AM 10:20 AZDLLC

AE LIQUOR
LICENSE SERVICE

P O Box 1189 Tolleson, Arizona 85353 (623) 302-2234

January 10, 2025

The Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

To Whom it may concern:

My name is Juanita Alicia Esparza I do not currently own any liquor licenses in The State of Arizona however; I am listed as an agent on several licenses throughout the State and wish to provide the following information to the best of my knowledge.

I am currently listed as the agent on liquor license 06070446. The name of the business is Mecca Bar located at 162 E. Wickenburg Way, Wickenburg, Arizona 85390. On or about May 2020 Mecca Bar was cited for the following:

Licensee fails to maintain capability, qualification and reliability ARS 4-210.A.2.
Failure to protect the safety of patrons ARS 4-210.A.10.
On sale retail personnel records R19-1-502. A fine was imposed in the amount of $1000.00 for the following violations and was paid in full.

On or about January 9, 2021 Mecca Bar was cited for violation of an executive order.
4-210.A.2 The license fails to maintain capability, qualification and reliability.
4-210.A.9 Licensee fails to comply with Title IV.
4-210.A.10 Failure to protect the safety of patrons.
Mecca Bar was placed under suspension for a period of 10 days and was fined in the amount of $4000.00 which was paid in full.

I was listed as the agent for the Palamino Club located at 107 E. Wickenburg Way Wickenburg, Arizona 85390. The license number was 012070012031. On or about January 2021 the Palamino Club was cited for the following:
4-210.A.2 The license fails to maintain capability, qualification and reliability, View,
4-210.A.9 Licensee fails to comply with Title IV, View
04-210.A.10 Failure to protect the safety of patrons.
A fine was imposed in the amount of $1750.00 and was paid in full. The Palamino Club was sold in February 2022 and a new ownership has assumed the location.

I am currently listed as the agent on liquor license 06070125. The name of the business is currently Xantolo Night Club located at 4139 W. Bell Rd #7 Phoenix, Arizona 85031. On or about February 14, 2023 the owners of the club received a citation for the following:

4--241.A Accepting unauthorized forms of I.D. There was a fine imposed of $1000.00 which was reduced to $500.00. The fine was paid in full. As of this date there are no pending or new infractions against the liquor license establishment.

'25 JAN 16 AM 10:20 AZDLLC

AE LIQUOR
LICENSE SERVICE

P O Box 1189 Tolleson, Arizona 85353 (623) 302-2234

I am currently listed as the agent on the license El Camaron Gigante, LLC. The license number is 012070002539. The restaurant is currently located at 8343 W. Van Buren St. Tolleson, Arizona 85353. On or about September 1, 2023, the establishment was cited for the following:

4-205.02(C) Removal of spirituous Liquor from Licensed Premises. The business was assessed a fine in the amount of $6000.00 which was reduced to $3000.00. The fine was paid in full. As of this date there are no pending or new infractions against the liquor license establishment.

I am currently listed as the liquor agent on license #06070107. The name of the business is La Mal Querida Cantina located at 5106 N. 51st Ave Glendale, Arizona 85301. On or about January 6, 2024, the owner of the bar was cited for the following reason(s):

4-244-12 Licensee consuming on duty.
4-244.2 Failure to comply with Title IV.
4-244-23 Delivering more alcohol than the law allows. There was a fine imposed in the amount of $3500.00 which was reduced to $1750.00. The fine has been paid in full. As of this date there are no pending or new infractions against the liquor license establishment.

I am currently listed as the liquor agent listed on license 012070020111. The name of the business is Tequila Cocina and Cantina located at 4818 N. 7th St Phoenix, Arizona 85014. On or about February 13, 2024, the owner was cited for the following:

R19-1-405 Notice Change in Status. There was a fine imposed of $250.00 which was paid in full on February 24, 2024. As of this date there are no pending or new infractions against the liquor license establishment.

On or about November 04, 2024, Mecca Bar located at 162 E. Wickenburg Way Wickenburg, Arizona 85390 were cited for the following:

4-244.14 Intoxicated on premises for thirty minutes (8 counts). A fine was imposed of $12,000.00.
4-210. A.9 Licensee fails to comply with Title IV. A fine was imposed of $1,000.00.
4+-244.14 Selling liquor to an intoxicated person (1 count). A fine was imposed of $1,500.00

The total fine imposed for the above-mentioned establishment was $14,500.000 and was reduced to a total of $7,250.00. The owner of the establishment has planned to make monthly payments in the amount of $1,832.50 until paid in full.

As of this date there have been no further infractions on any of the above establishments. If you should have any questions, you may contact me at (623) 302-2234

Respectfully,

Juanita Alicia Esparza
AE Liquor License Consulting Service, LLC (Owner)

'25 JAN 16 AM 10:20 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Fee:
Job #: 329364
Date Accepted: 02-06-2025
CSR: SG

Personal Information Questionnaire

805-640

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: NGUYEN (Last) THIEN (First) VAN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted]
3. Driver's License # [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 22 / 2018
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: 07070772
2. Business Name (doing business as): VERRA NAIL BAR
3. Business Address: 19580 WEST INDIAN SCHOOL ROAD #105 BUCKEYE ARIZONA 85396

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: THIEN VAN NGUYEN

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☑ No ☐
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) THIEN VAN NGUYEN **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 01/06/2025

'25 JAN 16 AM 10:20 AZDLLC

January 10, 2025

Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

Question 2:

On or about July 2022 I was pulled over in Yarnell Arizona for speeding at which point I received a citation. I attended traffic school, and the ticket was dismissed. If you have any questions, you may contact me at 602-918-4528.

Respectfully,

Thien Van Nguyen
Verra Nails, LLC (Owner)
Verra Nail Salon

'25 JAN 16 AM 10:20 AZDLLC

Certificate # qEHy3ZXy31

☒ On-sale
☐ Off-sale
☐ On- and off-sale

Certificate of Completion
For
On Premise Basic course (3 hours)

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

thien nguyen
Full Name (please print)

Signature

November 11, 2022
Training Completion Date

November 11, 2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

I, KEVIN A. KRAMBER (ON LINE), certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

11 / 11 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'25 JAN 16 AM 10:20 AZDLLC

Certificate # IJYh6ne4Nl

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

Certificate of Completion
For
On/Off Premise Management (2 hours)

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

thien nguyen
Full Name (please print)

Signature

November 12, 2022
Training Completion Date

November 12, 2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

I, KEVIN A. KRAMBER (ON LINE), certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

12 / 11 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
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In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
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Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'25 JAN 16 AM 10:18 AZDLLC

FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job#:	329364
Date Accepted:	02-06-2025
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

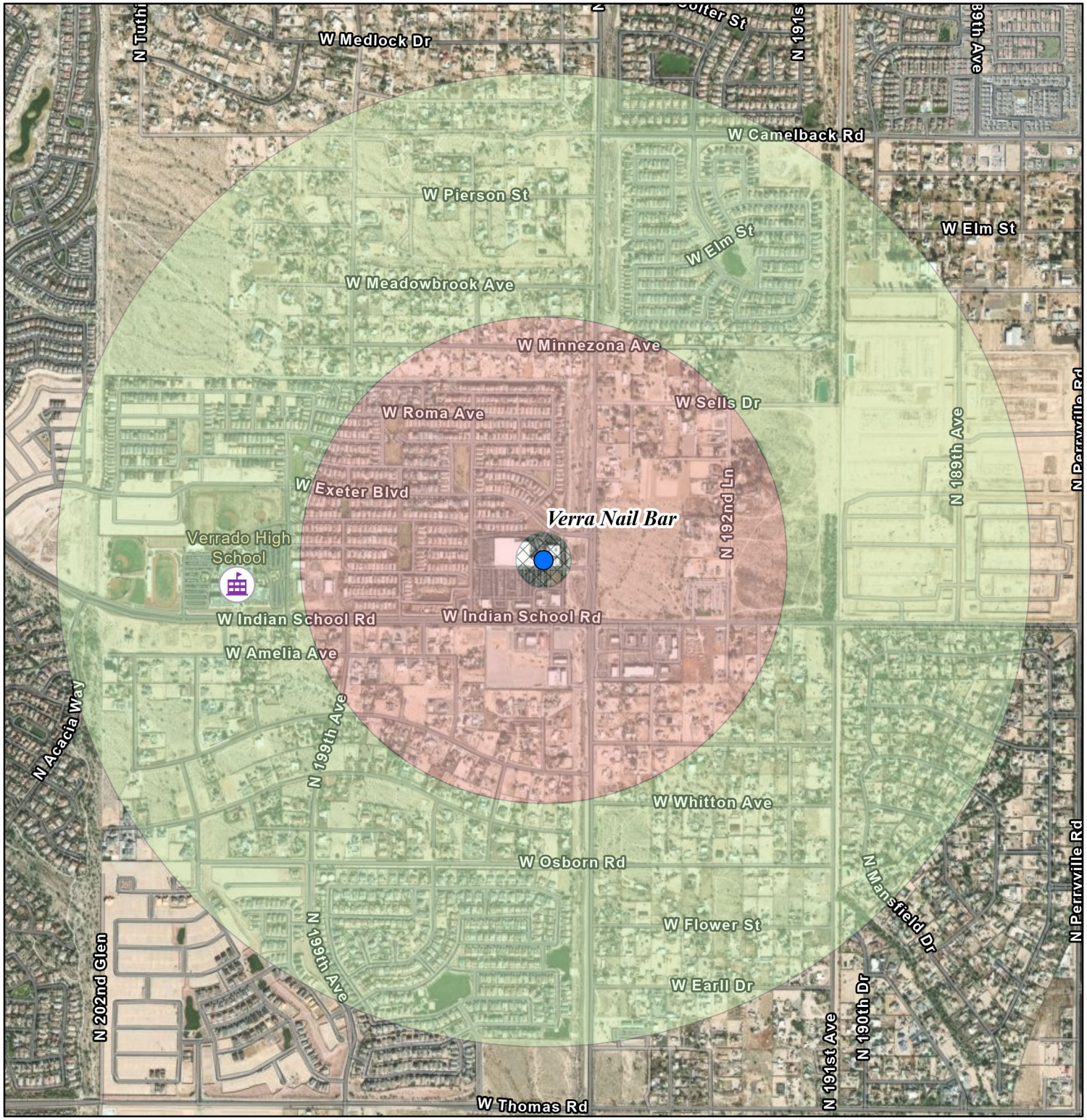
1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

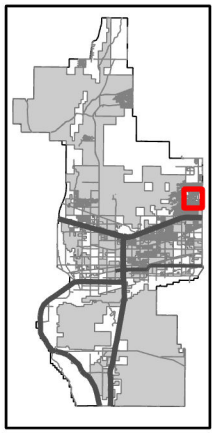
Date 01/12/2025	**Name of Applicant:** THIEN VAN NGUYEN
Name of Fingerprint Technician: JUANITA ALICA ESPARZA	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: AE LIQUOR CONSULTING SERVICE LLC	**Phone Number:** 623-302-2234
Type of Photo ID Provided (check one): ☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

City of Buckeye Business Licensing

Series: 007 Beer and Wine Bar
Name: Verra Nail Bar
Address: 19580 W. Indian School Rd #106, Buckeye AZ 85396
AZ License App # 329364



- Verra Nail Bar
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



0 0.1 0.2 0.4 Miles

BUCKEYE, AZ

The data depicted hereon are for reference purposes only. The City of Buckeye does not warrant the accuracy or integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 4.I. CC - Approval of Minutes
DATE PREPARED: 03/12/25	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the February 4, 2025 Special Council Meeting and Council Executive Session Minutes and February 4, 2025 Council Workshop Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the February 4, 2025 Special Council Meeting and Council Executive Session Minutes and February 4, 2025 Council Workshop Minutes.

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

FINANCIAL IMPACT STATEMENT:
No Financial Impact

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
02.04.2025 Special Council Meeting and Council Executive Session Minutes.pdf
02.04.2025 Council Workshop Minutes.pdf

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
FEBRUARY 4, 2025
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
2:30 p.m.

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 2:30 p.m.

Members Present: Councilmember Youngker, Councilmember Berry, Councilmember Goodman, Councilmember HagEstad, Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, City Attorney Scott McCoy, and City Clerk Lucinda Aja.

2. Convene into Executive Session

At 2:30 p.m. a motion was made by Councilmember Goodman and seconded by Vice Mayor Heustis to convene into Executive Session pursuant to A.R.S. Section 38-431.03 A.7 for discussions or consultations with the attorneys of the public body to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located in the vicinity of MC85 and Rooks Road, Buckeye, Arizona. Motion passed unanimously.

3. Reconvene into Public Meeting

At 3:28 p.m. a motion was made by Councilmember Goodman and seconded by Councilmember HagEstad to reconvene into the Public Meeting. Motion passed unanimously.

4. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 3:28 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 February 4, 2025. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
COUNCIL WORKSHOP
FEBRUARY 4, 2025
MINUTES

City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
IMMEDIATELY FOLLOWING THE COUNCIL SPECIAL MEETING AND EXECUTIVE SESSION

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:32 p.m.

Members Present: Councilmember Youngker, Councilmember Berry, Councilmember Goodman, Councilmember HagEstad, Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to Mayor Christine Grundy, Chief Financial Officer William Kauppi, Police Chief Robert Sanders, Fire Chief Jake Rhoades, Water Resources Director Terry Lowe, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Community Services Director Miranda Gomez, Program Management Office Director, Communications and Intergovernmental Affairs Director Annie DeChance, and Interim Engineering Director John Willett.

2. Workshop Items

2.A Presentation to Council regarding the economic forecast for the City of Buckeye as it relates to the forecasts on a National, State and Local level including the State of Arizona, City of Buckeye, and Phoenix metropolitan area.

Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi opened the presentation and introduced Jim Rounds with Rounds Consulting Group (RCG), who will be providing a comprehensive economic forecast presentation for the City of Buckeye and its relationship to both Phoenix and the State of Arizona. The forecast will assist the City in strategically preparing for future economic growth, ensuring the growth is thoroughly and thoughtfully planned. Mr. Rounds expressed overall optimism about the regional and state economy, but noted potential uncertainties due to factors including tariffs and federal surplus funds. Information regarding the complexity of economic forecasting, highlighting the importance of accommodating risk and maintaining positive attitudes when working with policymakers, was provided. The impact of public policy on economic development, with an emphasis on the need for bipartisan support based on business principles, such as return on investment, was described. Mr. Rounds summarized topics including employment indicators, the housing market and affordability challenges, the role of the state in economic development, and labor force participation.

Discussin was held regarding opportunities around onshoring and the potential for the Buckeye Municipal Airport to drive economic growth. Mayor Orsborn requested further information regarding increased migration in the United States and its impact on housing. Mr. Rounds stated increased migration can impact household sizes and drive-up prices, but going forward, it is important to have a more intelligent immigration plan that balances the need for labor with providing higher quality housing. Councilmember HagEstad requested further information regarding labor participation rates. General discussion was held regarding exploring opportunities to value engineer designs and leverage the existing prototype to find ways to manage costs. Regarding labor participation, Mr. Rounds stated that, with many skilled baby boomers retiring, labor force participation faces challenges and opportunities, especially in fields like medicine. Physicians hesitate to work part-time due to high malpractice costs. A proposed $10 million fund could offset these expenses and encourage continued work. Initially dismissed, the idea was later recognized as valuable. More solutions are needed, especially to engage younger workers. Retaining experienced professionals as mentors is crucial, and labor participation data should inform policy discussions.

2.B Presentation and discussion regarding proposed General Obligation (GO) bond projects.
Staff Liaison: Doug Sandstrom, Deputy City Manager

Mr. Sandstrom opened the presentation and provided information regarding proposed General Obligation (GO) bond projects. The general obligation (GO) bond program was approved by voters in November. The public safety bond was approved for $137 million and the transportation/streets bond was approved for $145 million. The GO bonds will be paid for using a secondary property tax that will be implemented. The City currently only has a primary property tax. Mr. Sandstrom explained the plan is to issue the GO bonds while maintaining a total tax rate of $2.25. As the primary property tax rate decreases over time due to increasing assessed valuations, the secondary tax rate will increase to cover the debt service. For the first bond issuance, staff proposes issuing $75 million in bonds, which can be supported within the $2.25 total tax rate. This first issuance is planned for March/April. The $2.25 tax rate would be implemented starting in fiscal year 2026 when the debt service begins. Mr. Sandstrom emphasized the conservative growth model used in the bond program planning, with 12 percent annual assessed valuation growth for the first 5 years and 2.5 percent thereafter, which is conservative compared to the City's actual expected growth. Councilmember Goodman and Vice Mayor Heustis requested clarification regarding primary and secondary property tax rates. Mr. Sandstrom explained that as the primary rate decreases in future years, the secondary rate will increase slightly to maintain the total $2.25 tax rate; this approach allows the City to issue the bonds while keeping the total tax rate flat at $2.25, rather than increasing the overall tax burden on residents. The secondary rate can only be set at the amount needed to cover the debt service, so it will decrease over time as the debt is paid off, unless the City issues additional bonds. Senior Project Manager Riley Quinlan presented information regarding planned GO Bond projects. Public safety project plans include funding the design and construction of two new fire stations - one west of Miller Road and south of Broadway Road, and another north of Indian School on Acacia Way. The first bond issuance would also fund the design concept reports and initial design/land acquisition for the public safety headquarters and facilities projects, with construction potentially coming in a future bond issuance. General discussion was held regarding the cost to construct fire stations and the importance of using value engineering to make funds go further. Transportation project plans include several "pinch point removal" projects, including extending Watson Road, and improvements to sections of Apache Road, Verrado Way, Miller Road, and Jackrabbit Trail. Mr. Quinlan reviewed planned street reconstruction projects in the Sun Valley, Festival, and airport areas. Project prioritization was discussed; the projects were prioritized by a citizen committee that reviewed over $300 million in potential bond projects. The goal with the $75 million first issuance is to show progress on projects that can start construction quickly, while also funding the design/land acquisition for larger, more complex initiatives. Based on questions from Mayor Orsborn, general discussion was held regarding

transportation improvement projects and the process for funding the design, land acquisition, and ultimate construction of the projects.

3. Adjournment.
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:23 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on February 4, 2025. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

MAJOR CMP AMENDMENT

Report to the City Council

CASE NUMBER:	PLZZ-24-0008
TITLE:	Floreo at Teravalis (formerly known as Trillium) Major Community Master Plan Amendment
MEETING DATE:	March 18, 2025

Applicant:	William E. Lally, Tiffany & Bosco, PA.
Owner(s):	Greg Fitchitt of Trillium Land Company, LLC
Request:	Request for approval of a Major Amendment to the Floreo at Teravalis Community Master Plan (CMP), formerly known as Trillium. The proposed CMPA revises the permitted land uses, development standards, processes and design requirements applicable to the subject property.
District(s):	4
Location:	The Floreo project is generally located on the northwest corner of Teravalis Parkway (approximately 15 miles north of Interstate 10) and Sun Valley Parkway
Site size:	Approximately 3,029 acres
Public input:	Two neighborhood meetings were held regarding the proposal on October 8, 2024 and November 21, 2024. Two letters of support for the project have been received; no opposition to the proposal has been provided. The Planning and Zoning Commission recommended approval of the proposed CMPA on January 28, 2025. All required notices of this public hearing have been completed. At the Planning & Zoning Commission public hearing, the item was recommended for approval. This item was continued to the March 18, 2025 Council agenda at the February 18, 2025 meeting.
Recommendation:	Conduct a Public Hearing and Adopt Ordinance 05-25 subject to conditions (a) through (bb)

PROJECT DESCRIPTION

1. William E. Lally, Tiffany & Bosco, PA., on behalf of Greg Fitchitt of Trillium Land Company, LLC, is requesting approval of a Major Community Master Plan Amendment (CMPA) for Floreo at Teravalis CMP, a 3,029-acre master-planned community in the northwest quadrant of the City of Buckeye, approximately 15 miles north of I-10's Sun Valley Parkway interchange.

2. The purpose of this CMP is to establish a comprehensive vision and regulatory framework that supports flexible development of both residential and non-residential uses, while maintaining high-quality standards. The framework encourages creative planning for communities and neighborhoods, promoting efficient, sustainable, and high-quality design. The proposed CMPA also ensures the development will align with the city's Development Code and will be of high quality expected for master planned communities.

3. The original CMP, at the time called "Trillium", was approved in 2004 and has undergone several amendments in 2009, 2016, 2021, and 2022. These prior amendments have added and modified elements such as a community core, active adult community, parks, commercial areas, an elementary school site, and infrastructure changes, including signage and a relocated neighborhood park.

4. This CMPA is the 5th amendment to the Trillium/Floreo CMP. If approved, the amendment document will replace and the existing CMP and incorporate the previous minor amendments into one complete document.

5. Key elements of this major amendment include (see Exhibit E for additional details):

    - Hierarchy of Planning: Given the large scale of the Floreo at Teravalis project, the Amendment introduces a structured planning approach, detailing the required development levels and ensuring alignment with the CMP at more detailed stages.
    - Development Unit Concept: The Amendment replaces the previous Village framework with a Development Unit-based framework, dividing Floreo into six distinct Development Units. Floreo is designated as Village 1 within the broader Teravalis area, as illustrated in CMPA Exhibit 3.1.4: Development Unit Plan.

- Land Use Budget: Rather than defining the locations of specific uses and densities at the zoning stage, the proposed CMPA instead introduces a Land Use Budget, outlined in Section 3.6 of the CMPA, that allocates dwelling units. and non-residential gross floor area (GFA) across the six Development Units, allowing the specific placement of different uses to be determined more flexibly at later stages.
- Density and Intensity Flexibility: The Amendment includes the creation of a process that allows for the transfer and exchange of density and intensity within the six Development Units. This flexibility enables adaptation to site-specific conditions and market trends, as detailed in Section 3.6.1.
- Submittal and Review Procedures: The Amendment updates the regulatory framework, revising submittal processes to align with the Development Code while accommodating the specific requirements of each development level within the CMP hierarchy. However, several processes differ from the Development Code, mainly:
    i. Site Plans, Preliminary Plats, and Conditional Use Permits, all of which currently require Planning & Zoning Commission approval, will be reviewed administratively for projects within the CMP.
    ii. Residential Design Reviews will be completed by Floreo's Architectural Review Committee with the adopted design guidelines, with staff confirming that home designs comply with the guidelines during the standard plan/permitting phase.
- Expanded Permitted Uses: A new table of permitted uses is introduced, addressing emerging use categories such as ghost kitchens, autonomous vehicle infrastructure, maker spaces, and alternative energy generation, which are not currently covered in the Code.
- Development Standards: Whereas the current Floreo CMP includes development standards based on standard City districts, the CMPA standards (Table 3.7.5) are tailored to support Howard Hughes' vision for a community inspired by their developments in other locations, such as The Woodlands in Texas and Summerlin in Nevada.
- Parks, Open Space, and Trails: The CMP establishes specific standards for parks, trails, and open spaces within Floreo, creating a structured hierarchy for these elements, as detailed in Section 3.13.
- Design Standards and Guidelines: The Amendment introduces comprehensive design guidelines covering site design, open spaces, trails,

streets, landscaping, fences, walls, screening, parking, signage, lighting, architecture, and hillside development.

AREA CONTEXT:

6. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN 2040	ZONING
Subject Property	Unimproved desert; initial phases of Floreo under construction	Master Planned Community	Planned Community (PC)
North	Unimproved Desert	Employment, Rural, Open Space, Master Planned Community	Planned Community (PC)/ Maricopa County Rural-43
East	Unimproved desert	Master Planned Community	Planned Community (PC)/ Maricopa County Rural-43
South	Unimproved desert	Master Planned Community, Neighborhood	Planned Community (PC)/ Maricopa County Rural-43
West	Unimproved desert	Master Planned Community, Open Space, Rural	Planned Community (PC)/ Maricopa County Rural-43

PUBLIC PARTICIPATION SUMMARY:

7. The applicant held two (2) neighborhood meetings (only one is required) at nearby Festival Foothills Elementary School (26252 W Desert Vista Blvd). The meetings, an optional meeting held on October 8, 2024 and the required meeting held on November 21, 2024, provided opportunities for interested parties to learn more about the proposed amendments to the Floreo CMP. Per the Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed over fifteen (15) days prior to the date of the required November meeting.

8. Approximately 60 people attended the open houses. The response to the Teravalis project was largely positive, with residents expressing excitement, particularly regarding potential new commercial developments. Two comments were made regarding the scale of the project, and one attendee mentioned concerns about traffic on Sun Valley Parkway, though they acknowledged the area's growth.

9. The community outreach team actively engaged with stakeholders in the nearby Tartesso and Festival communities to ensure open and transparent communication.

10. In addition, the applicant's community outreach included meetings with Buckeye (regional) stakeholders, civic groups, and community organizations. Additional details about the full public engagement process can be found in the applicant's Citizen Participation Plan (Exhibit F).

11. Two emails in support of the project were received on January 28, 2025 and are attached as Exhibit G to this staff report.

12. No persons spoke during the public hearing for this item at the Planning and Zoning Commission's January 28, 2025 meeting.

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 West Valley Republic	January 11, 2025
Site Posted	January 8, 2025
Mailing Notice to Property Owners Within 500 Feet of Site	January 10, 2025

BACKGROUND:

14. *CMP03-394 Trillium CMP was approved by Town Council on August 3, 2004.*

15. *Trillium CMP was amended four different times since its initial approval (2009, 2016, 2021 and 2022).*

16. *The Planning and Zoning Commission recommended approval of the proposed CMPA, 7-0, at its meeting on January 28, 2025.*

17. *February 18, 2025:* The item was continued to the March 18, 2025 Council meeting at the request of the applicant.

ANALYSIS:

General Plan

18. The property features a General Plan land use designation of Master Planned Community (MPC). The MPC designation denotes areas that are guided by separate zoning approvals which establish land uses, densities, intensities, and character standards for the land. The

proposed CMPA, which establishes uses, intensities, densities, and character/design standards, is in conformance with the MPC designation.

Uses

19. The currently approved CMPA allows for a total of 6,596 dwelling units (2004 original approval was 8,816) for a maximum density of 2.2 units/acre. The proposal increases the total number of units to 8,500 and providing for a density of 2.8 units/acre. Additionally, the existing CMP does not specify maximum Gross Floor Area (GFA) to non-residential uses such as commercial. The proposal clearly specifies a maximum non-residential square footage as 7,260,000 GFA. This number helps the City to plan infrastructure in the future.

20. The proposed CMPA eliminates a land use map in favor of a land use budget approach. Rather than defining the locations of specific uses and densities at the zoning stage with a colored zoning map, the proposed allocates dwelling units and non-residential gross floor area (GFA) across the six Development Units, allowing the specific placement of different uses to be determined more flexibly at the Development Use Plan (DUP) stage. This approach has been used successfully in other master planned communities, most notably Verrado.

21. Though modeled after Verrado, the proposed CMPA includes more stringent checks and balances that will provide greater certainty to the City. The applicant and the city are looking for certainty over time. This document solidifies a long-term partnership due to the possible decade's long investment required to make this vision come to fruition.

22. In terms of land use categories, the proposed CMPA is a complete departure from the previously approved amendments. This proposal was reviewed almost as a new submittal with all the changes that were made. It functions like a new specific code for Teravalis (much like Festival Ranch CMP and Verrado CMP). The previous amendments tried to fit the current Development Code in terms of naming conformance for both residential and non-residential uses (i.e. SF-6 and C-3). Instead of trying to force the vision to fit the current standards, the proposed new categories fit the vision for Teravalis (see Table 3.7.1.1 from the Teravalis CMPA).

Table 3.7.1.1: Land Use Classifications	
Land Use Classifications	**Land Use Description**
TV-LD	Teravalis Low Density Residential
TV-MD	Teravalis Medium Density Residential
TV-HD	Teravalis High Density Residential
TV-MUL	Teravalis Mixed-Use Low
TV-MUM	Teravalis Mixed-Use Medium
TV-MUH	Teravalis Mixed-Use High
TV-NC	Teravalis Neighborhood Commercial
TV-GC	Teravalis General Commercial
TV-LI	Teravalis Light Industrial
TV-I	Teravalis Industrial
TV-P/QP	Public / Quasi-Public
TV-OS/P	Open Space / Park

Development and Design Standards

23. The proposed CMPA includes Floreo-specific development and design standards that in some cases vary from standard City requirements. These aspects of the proposed CMPA have been reviewed by staff to ensure that adequate controls are in place to ensure that Floreo develops as a unique, attractive, and well-planned project. These project specific standards will ensure that the project develops with design integrity, providing for a cohesive feel within all areas of the project. These standards are specific to Floreo, however, they still maintain a hierarchy in planning much like the current Development Code. For example, the amended development standards provide for buffers between residential and non-residential uses.

24. The CMP establishes specific standards for parks, trails and open space and assures that there is connectivity and design consistency across the entirety of the subject project area.

25. The CMP will contribute over 18% of the total open space on the site, with progress tracked through subdivision plat and site plan submittals. Open space and amenities play

a key role in enhancing the community's ambiance, interaction, and aesthetic appeal. This includes various areas such as easements, drainage areas, parking, landscapes, setbacks, buffers, lakes, schools, churches, trails, parks, common areas, and right-of-way landscape areas. Staff supports the proposal for a minimum 18% open space throughout Floreo, because this does not account for the additional parks and trails within each individual plats and site plans open spaces. The combined minimum open space requirement with the additional plats and site plans will far exceed minimum as Floreo is developed.

Processes and Procedures

26. Allowing administrative review for Site Plans, Preliminary Plats, and Conditional Use Permits (CUPs) within the CMP enhances efficiency by reducing delays associated with Planning & Zoning Commission hearings. This approach accelerates project timelines while still ensuring compliance with regulatory requirements.

27. Shifting Residential Design Reviews to Floreo's Architectural Review Committee provides a specialized and consistent approach to design compliance. Staff verification during permitting ensures objectivity while maintaining alignment with the adopted design guidelines, creating a more predictable and developer-friendly process.

Access and Circulation

28. The site's circulation system will be organized into a hierarchy of parkway, arterial, collector, and local streets, with most streets being public. Collector and local streets may be developed as private to accommodate gated developments as determined by the Master Developer. The Transportation Framework Plan outlines the conceptual alignments for key roadways, including Johnson Road (north-south arterial), Sun Valley Parkway (north-south parkway), and Teravalis Parkway (east-west parkway), with Teravalis Parkway providing future access west across the Hassayampa River. The Hassayampa River and Wagner Wash will remain in their natural state, except for necessary road crossings. Collector streets will connect parcels and offer alternative routes for local trips. The final street layout and geometry will be finalized during the preliminary subdivision or site plan submission process, with alternative street sections provided for flexibility in development planning.

29. A Traffic Impact Analysis (TIA) is included with the CMPA amendment. The results of the TIA have been used to inform the design of the street system within the Floreo CMP.

30. The developer will construct all adjacent half streets and all full streets internal to the project.

Water and Wastewater

31. The CMPA property falls within the City of Buckeye's Water and Sewer Service Areas. The Master Water Plan, included in the CMP amendment submittal, outlines the general locations and sizes of major water infrastructure necessary to provide domestic water services to the CMP. The plan details the phased water system based on the number of residential units, non-residential gross floor area, and land uses, with final design and locations determined as each Development Unit progresses.

32. The Master Reclaimed Water Plan identifies the general locations and sizes of reclaimed water infrastructure for irrigation of parks and developed open spaces within the CMP. The timing and locations of these facilities will depend on the identified development phases, with a detailed analysis conducted as each Development Unit advances.

33. The Wastewater Infrastructure Master Plan outlines the locations and sizes of major wastewater infrastructure needed to service the CMP, including potential construction or expansion of treatment facilities, major sewer lines, and lift stations. As development phases are determined, the plan will establish the timing and locations for necessary facilities and infrastructure.

34. The developer will construct all water and wastewater infrastructure necessary to serve the project.

Schools

35. This CMP is within the Saddle Mountain Unified School District. School sites will be located or moved to the most appropriate location based on coordination between the master developer and the school district and findings from technical reports. The school district has submitted a signed Certificate of Adequate School Facilities form with this proposal.

Wildlife Sensitivity

36. The applicant has met the White Tank Conservancy regarding wildlife sensitivity with Floreo's site planning, trail location and wash preservation. In addition, the applicant has worked in great lengths to be sensitive to the natural environment by applying "dark sky standards" to the regional trail system. In fact, select staff and the applicant did a nighttime site walk to address regional trail light spacing requirements. As a result, staff is supporting a revised trail lighting standard included in the CMP that balances between the "dark sky" and trail usability.

RECOMMENDATION:

31. Staff recommends City Council conduct a public hearing and adopt Ordinance 25-05 approving a major Community Master Plan Amendment for Floreo at Teravalis,

Application PLZZ-24-0008, subject to Conditions (a) through (bb), for the following reasons:

- The CMP Amendment conforms to the property's underlying General Plan Land Use designation.
- With regard to development and design standards, the CMP Amendment either conforms to requirements of the Buckeye Development Code or proposes alternative requirements that will result in development of equal or better quality than strict implementation of the Development Code.
- Proposed procedural modifications will enhance speed to market for projects within Floreo at Teravalis while ensuring all standards within the CMPA are achieved with all new development in the master plan.
- There are no outstanding issues for reviewing departments (Traffic Engineering, Fire, Public Works, Police, Water Resources, and Development Services).

Project Specific Conditions/Stipulations

a) The City has reviewed the CMPA for concept only. The site is subject to modifications once City comments are provided at site plan, pre-plat and construction documents submittal. Project shall comply with City of Buckeye Engineering Standards and requirements, except where specific engineering standards and requirements have been modified as approved in the Floreo at Teravalis Major Amendment to the Community Master Plan, dated "January 22, 2025" and stamped received "January 22, 2025."

General

b) Development of the property shall be in general conformance with the Community Master Planned Amendment (CMPA) titled "Floreo at Teravalis Major Amendment to the Community Master Plan", consisting of "465" pages, dated "January 22, 2025", and stamped received "January 22, 2025", except as modified by the following conditions/stipulations.

c) The Property Owner/s and their successors waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.

d) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statutes § 48-574 and in accordance with City of Buckeye Ordinance 42-06. This will include a legal and exhibit of the ownership parcel.

e) 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.

f) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.
g) 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.

h) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with City Standards and Ordinances. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project.
i) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

j) Prior to approval of applicable/impacted Final Plats, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District.
k) Prior to any permitting for construction of vertical structures within the existing Floodplain and/or Floodway limits, an approved FEMA CLOMR or Floodplain Use Permit shall be provided to the City.
l) If applicable, disclosure shall be made to home buyer(s) related to the need for a separate flood insurance. Disclosure shall be made in the home purchasing contract and closing documents.

Streets

m) 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 based on City of Buckeye standards, except where specific engineering standards and requirements have been modified as approved in the Floreo at Teravalis Major Amendment to the Community Master Plan, dated “January 22, 2025” and stamped received “January 22, 2025.”
n) The Property Owner/Developer shall submit a minor subdivision plat or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for

functionally classified roadways or easement for utilities when requested to do so by the City. Such right-of-way and easements may be requested by the City to be dedicated in advance of development to permit the construction of needed City infrastructure to adjacent sites.

o) Street signs and sign posts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with MUTCD Standards and shall be approved by the City of Buckeye.

Water / Wastewater

p) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

q) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the existing property requires a Certificate of Assured Water Supply based upon Arizona State Law Subdivision requirement. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said Plat, if the Certificate is required as determined by Property Owner/Developer due diligence. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

Transportation/Traffic

r) As defined by the CMPA, a Traffic Impact Analysis (TIA) shall be submitted with each Development Unit Plan, If there is a significant change in trip generation than what was assumed in the Master TIA for the CMPA or there has been an update of the City's Transportation Master Plan, the City may require an update to the Master TIA.

s) To determine when additional street improvements are needed, periodic traffic counts or analysis (no more than annually) may be requested by the City for streets and intersections with phased construction.

t) All traffic signals that are required by this project shall be funded and constructed by this project when warranted.
u) All medians required for controlling restricted site access (such as right-in/right-out) shall be constructed with this development.
v) In the event that access to and within the project, excluding single-family individual parcels, is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The City must show the actions taken and/or required are reasonably limited to those necessary to address the threat to public safety. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
w) ITS conduits (2 7-way micro-ducts) must be installed along both sides of major arterial, arterial, major collector and some collector streets per City standards, including any necessary splice boxes.
x) Site access within each development unit may be restricted depending on development and spacing. They may be RI/RO, 3/4 or full access. The final configuration will be dependent on TIA updates for each development unit and must follow the City of Buckeye Engineering Design Standards. Driveway spacing and storage requirements shall be per Table 1 of the COB Engineering Design Standards (EDS) Section 6-3, unless otherwise approved by City.
y) All major intersections will require right turn slip lanes and dual left turn lanes per City Detail 63300.

Pre - Plats

z) On major local or local streets with a running length longer than 1200', traffic mitigation must be shown on the pre-plat, in accordance with the approved Floreo at Teravalis Major Amendment to the Community Master Plan, dated "January 22,2025" and stamped received "January 22, 2025." Traffic mitigation may include elements such as chicanes and footballs and must be implemented with initial design. These traffic mitigation strategies may require no parking signs in areas where the traffic mitigation elements make on street parking unsafe or unfeasible. Streets will be identified at the pre plat submittal.
aa) 4 legged intersections will require 2 way stop signs at a minimum and may require all way stops at major intersections of local, major local or collector streets that do not require signalization. Intersections will be identified at the pre plat submittal.

bb) 3 legged intersections that have projected higher traffic volumes and non-typical traffic patterns may have a minimum of a 2 way stop on the signal approach (the road that terminates). Intersections will be identified at the pre plat submittal.

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – General Plan Map
- Exhibit C – Zoning Map
- Exhibit D – CMPA Narrative
- Exhibit E – Floreo at Teravalis CMPA
- Exhibit F – Citizen Participation Report
- Exhibit G – Letters of Support

Prepared By:
Sean Banda, Senior Planner

Reviewed By:
Ken Galica, Planning Manager

DEVELOPMENT CODE AMENDMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZM-24-0109
TITLE:	Development Code Amendment – CMP & PAD Modified Provisions
MEETING DATE:	March 18, 2025

Applicant/Owner:	William Lally & Kurt Jones of Tiffany & Bosco, PA on behalf of Greg Fitchitt of Trillium Land Company, LLC and Charley Freericks of Howard Hughes
Request:	Development Code Amendment approval to amend Article 5, clarifying the authority of City Council to approve Community Master Plans (CMPs) and Planned Area Developments (PADs) which modify provisions of the Development Code and establish unique development standards and guidelines
District:	N/A
Location:	N/A
Site size:	N/A
Density:	N/A
Public input:	Three letters of support received (see Exhibit C); the Planning & Zoning Commission recommended approval on January 28, 2025
Recommendation:	Conduct a Public Hearing and Adopt Ordinance No. 04-25

PROJECT DESCRIPTION:

1. William Lally & Kurt Jones of Tiffany & Bosco, PA, on behalf of Greg Fitchitt of Trillium Land Company, LLC and Charley Freericks of Howard Hughes, is requesting approval of a Development Code Amendment (DCA) to Development Code Article 5, clarifying the authority of City Council to approve Community Master Plans (CMPs) and Planned Area Developments (PADs) which modify provisions of the Development Code by establishing unique development standards and guidelines. The proposed language to be inserted into Article 5, *Section 5.1.5. Authority of CMP and PAD to Establish Modified Provisions* is included as Exhibit A. The applicant's narrative is included as Exhibit B.

PUBLIC PARTICIPATION SUMMARY:

2. The first required legal notice, arranged by the applicant, was completed at least 15 days in advance of the Planning & Zoning Commission public hearing date, as indicated on Table 1.
3. A second legal notice, arranged by the applicant, is required at least 15 days in advance of the City Council public hearing. Due to staff report submittal deadlines, the required legal notice has not been completed as of January 29, 2025, but is scheduled for completion in advance of the required deadline.
4. Table 1: Public Notices:

Notification Element	Date
Legal Notice published in the Arizona Republic (Planning & Zoning Commission hearing)	January 11, 2025
Legal Notice published in the Arizona Republic (City Council hearing)	To be completed on or before February 3, 2025

5. Three letters of support have been received to date from Buckeye Tartesso LLC, DMB Associates (Verrado), and a large landowner within Sun Valley South CMP (see Exhibit C). No additional comments have been received.
6. There were no speakers during the January 28, 2025 Planning & Zoning Commission public hearing for this item.

BACKGROUND:

7. *January 28, 2025:* The Planning & Zoning Commission conducted a public hearing and recommended approval of the proposed Development Code Amendment. There were no speakers during the public hearing for the item.

ANALYSIS:

8. Though the applicant team represents a particular CMP within Buckeye (Floreo at Teravalis), the proposed DCA has a city-wide impact on all PADs and CMPs and has been reviewed accordingly, from a city-wide perspective rather than a project-specific perspective.
9. CMPs and PADs are a zoning tool that allow project applicants to propose, subject to City Council's approval, modified design standards, development standards, and land uses, in order to achieve a master planned vision and meet the unique needs of a particular area of development. While a CMP or PAD may modify Development Code provisions, the CMP or PAD must maintain alignment with the City's long-range planning documents, including, but not limited to, the General Plan and applicable specific area plans. A PAD or CMP may only be approved if proposed code modifications will result in a development equal to or better in quality than if strict adherence to the code were observed.
10. The proposed language to be inserted into Article 5 specifies which Articles of the Development Code for which a CMP or PAD may create "Modified Provisions," project-specific development standards, land use regulations, design guidelines or other provisions which modify provisions of the Development Code. These Articles are:
    a. *Article 3. Use Regulations*
    b. *Article 4. Dimensional Standards*
    c. *Article 5. Development and Design Standards and Guidelines*
    d. *Article 6. Land Subdivision*
11. CMPs that comprise 2,500 gross acres or more may also modify provisions of *Article 8. Review and Approval Procedures*, provided that the CMP includes significant customized design standards (essential for design predictability in streamlined design review processes), as determined by the Zoning Administrator. City staff is supportive of allowing larger CMPs this extra flexibility, subject to Council's approval, because it contributes to more cohesiveness in review and project identity across a very large area.

12. It is staff's opinion that applicants pursuing CMP and PAD approval (including amendments to an existing CMP or PAD) already possessed the ability to modify Development Code provisions beyond land use and dimensional standards, though it was not explicitly stated in code. This amendment clarifies that authority and provides both developers and staff more guidance as to the scope (or areas of control) of Modified Provisions within a CMP or PAD.
    a. Note that the proposed language regarding Modified Provisions of Article 8, including the 2,500 gross acre size limitation, is a new concept introduced within this amendment. Under current code language, a CMP/PAD of any size could request modified processes subject to Council's approval.
13. All Modified Provisions are strictly limited to the scope of the Development Code; this DCA does not give authority to a CMP or PAD to modify standards or provisions in any other section of the City Code, Engineering Design Standards, or any other City regulatory document. This DCA also does not give a CMP or PAD authority to create Modified Provisions that directly conflict with another section of the City Code, Engineering Design Standards, or any other City regulatory document.
14. All provisions within a CMP or PAD must comply with applicable provisions of state law.
15. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Development Services, including Planning, Building, and Civil Engineering
    b. Fire
    c. Legal
    d. Police
    e. Water Resources

RECOMMENDATION:

16. Staff recommends the Mayor and City Council conduct a public hearing and adopt Ordinance No. 04-25, approving PLZM-24-0109, a Development Code Amendment to establish *Section 5.1.5. Authority of CMP and PAD to Establish Modified Provisions*.

ATTACHMENTS:

Exhibit A – Proposed Language for Section 5.1.5
Exhibit B – Narrative
Exhibit C – Support Letters

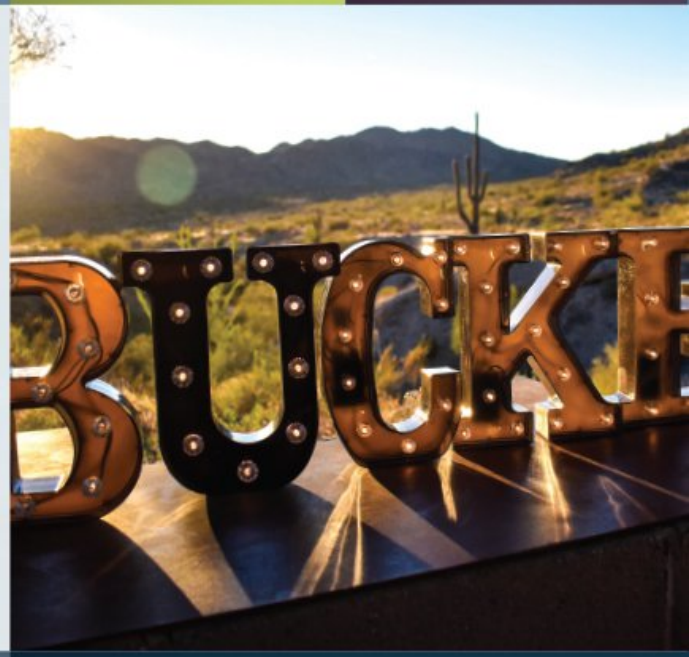
Prepared By:
Mandy Woods, AICP, CFM, Senior Planner

Reviewed By:
Ken Galica, Planning Manager

Development Code Amendment - CMP & PAD Modified Provisions

PLZM-24-0109

Mayor and City Council – March 18, 2025



BUCKEYE, AZ

buckeyeaz.gov

Project Overview

- Request: Amendments to Development Code Article 5 (new Section 5.1.5), clarifying the authority of City Council to approve Community Master Plans and Planned Area Developments modifying provisions of the Development Code by establishing unique development standards and guidelines

BUCKEYE, AZ

Background: CMPs & PADs

- Community Master Plans and Planned Area Developments:
  - Allow flexibility in design, development standards, and land uses to achieve a master planned vision and meet the unique needs of a development;
  - Must align with City's long-range plans (General Plan, specific area plans, etc.); and
  - Provide more detail and confidence in what will be built compared to standard rezoning.

Proposed Section 5.1.5

- A CMP or PAD may create “Modified Provisions,” project-specific development standards, land use regulations, design guidelines or other provisions which modify provisions of the Development Code.
- All “Modified Provisions” are subject to Council approval.

BUCKEYE, AZ

Proposed Section 5.1.5 (continued)

- "Modified Provisions" may be proposed for:
  - Article 3. Use Regulations
  - Article 4. Dimensional Standards
  - Article 5. Development and Design Standards and Guidelines
  - Article 6. Land Subdivision
  - Article 8. Review and Approval Procedures*

*Only available to CMPs that are 2,500 gross acres or more in size, that provide significant customized design standards

BUCKEYE, AZ

Proposed Section 5.1.5 (continued)

- "Modified Provisions" are strictly limited to the scope of the Development Code.
- This text amendment does not authorize a CMP or PAD to modify standards or provisions in any other section of City Code, Engineering Design Standards, or other City regulatory document.

BUCKEYE, AZ

Impact to Current Process

- Proposed language clarifies which Articles of the Development Code for which a CMP or PAD may propose modified provisions; this will be helpful during review of CMPs, PADs, and amendments to CMPs and PADs.
- Otherwise, minimal impact is expected.

BUCKEYE, AZ

Public Participation

- Legal Notices:
  - Planning & Zoning Commission: January 11, 2025
  - Council: On or before February 3, 2025
- Three letters of support received
- No speakers during January 28, 2025 public hearing at Planning & Zoning Commission

BUCKEYE, AZ

Recommendation

- Conduct a public hearing
- Adopt Ordinance No. 04-25, approving PLZM-24-0109

BUCKEYE, AZ

Proposed Language for Section 5.1.5 - Authority of CMP and PAD to Establish Modified Provisions

Section 5.1.5. Authority of CMP and PAD to Establish Modified Provisions

A. Purpose and Scope of CMPs and PADs
   1. CMPs and PADs are specialized zoning and development tools that enable the establishment of unique development standards and guidelines, distinct from City Development Code.
   2. The purpose of these tools is to provide flexibility in design and land use to achieve the intended vision of large-scale and complex developments, ensuring alignment with the vision and intent of the City's General Plan and other applicable long-range planning documents.
   3. This Section grants the authority for CMPs and PADs to modify provisions of the City Development Code, including but not limited to, Article 3: Use Regulations, Article 4: Dimensional Standards, Article 5: Development and Design Standards and Guidelines, and Article 6: Land Subdivision.
      a. Where a CMP comprises 2,500 gross acres or more and includes significant customized standards which provide sufficient design predictability as determined by the Zoning Administrator, the processes of Article 8: Review and Approval Procedures may be modified to project specific requirements.
   4. All provisions within a CMP or PAD shall comply with applicable provisions of state law.

B. Modified Provisions within CMPs and PADs
   1. Within the boundaries of an approved CMP or PAD, specific development standards, land use regulations, and design guidelines may be established that modify the City Development Code, the "Modified Provisions," provided the Modified Provisions meets the following:
      a. Clearly articulated and defined within the CMP or PAD.
      b. Formally approved by the City Council as part of the CMP or PAD approval or amendment process as described in Section 5.1.5.E.
   2. The Modified Provisions shall align with the provisions set forth in Section 5.1.5.A.3 and support the vision and intent of the City's General Plan.

C. CMP and PAD Areas of Control
   The CMP and PAD may establish Modified Provisions controlling the following aspects of development pursuant to Section 5.1.5.A.3:

   1. Land use and zoning regulations including permitted and conditional uses, development standards, density, and intensity of development.
   2. Design standards including architectural guidelines, natural features, landscape design, lighting, and signage.

3. Transportation and circulation including street connectivity, pedestrian pathways, and parking standards.
4. Open space and recreation areas including parks, trails, and recreational facilities.

D. CMP and PAD Adherence to City Development Code
   1. Minimum Compliance with City Development Code
      a. While the CMP and PAD can establish Modified Provisions, all developments within these areas must, at a minimum, comply with the baseline requirements of the City Development Code unless specific deviations are explicitly approved as part of the CMP or PAD, or as otherwise approved by the City.
   2. Modifications
      a. Any modifications of the City Development Code within a CMP or PAD must be determined to be necessary to achieve the unique goals of the development and must not compromise public health, safety, or welfare.

E. CMP and PAD Approval and Amendments
   1. Approval Process
      a. The establishment of Modified Provisions within a CMP or PAD requires approval by the City Council following a recommendation by the Planning and Zoning Commission. Public hearings must be conducted as part of this process as described in Section 8.6.5: Procedure.
   2. Amendments to CMP or PAD
      a. Major or Minor amendments to an approved CMP or PAD shall not require updates to any Modified Provisions specified within the CMP or PAD which are not requested by the applicant, unless necessary due to the nature of the amendments.
      b. Major or Minor amendments to the Modified Provisions within an approved CMP may follow a process defined within the CMP, so long as such process complies with applicable state and local laws, as amended.
         i. Where a CMP is comprised of 2,500 gross acres or more, the amendment procedure, including the criteria for distinguishing between Major and Minor amendments as well as any Administrative Review and Approval processes, may be modified to address the scale and complexity of the development, provided such procedures are explicitly defined within the CMP, pursuant to Section 5.1.5.A.3.a.

TIFFANY & BOSCO P.A.

1R PLZM-24-0109 RECEIVED NOV 8 2024 WD

Trillium Text Amendment
Project Narrative
October 31, 2024

Description of Request

This Text Amendment is to modify Article 5 of the Buckeye Development Code to allow Community Master Plans (CMP) and Planned Area Developments (PAD) to establish unique development standards and guidelines that may differ from the general City Code. This will allow flexibility in design and land use to achieve the intended vision of large-scale developments.

These changes will allow a CMP or PAD to establish not just land use and zoning regulations, but design standards, transportation and circulation standards, open space and recreation areas, and utilities and infrastructure standards. Allowing a CMP to modify these standards is key in larger, complex developments where all of items need to cohesively linked.

Community Master Plans will still be in adherence to baseline requirements of City Code unless specific deviations are explicitly approved as part of the CMP or PAD.

Buckeye Tartesso

December 12, 2024

TO: City of Buckeye Planning Department

Re: Amendment to the City of Buckeye Development Code – Support Letter

Please accept this letter as my support of the proposed amendment to the City of Buckeye Development Code.

I, Chris Barr, represent the owners of approximately 14,069 acres within Buckeye known as the Tartesso Masterplan Community. It is my opinion that the existing City of Buckeye Development Code does not adequately accommodate CMP's. CMP's require the ability to customize all development standards. Doing so allows for the development of vibrant communities.

At the moment, Development Codes do not allow for a CMP to fully customize design standards. This results in developments that cannot fully maximize the acreage available and cannot be designed according to their distinct location and geographical constraints.

Approving this amendment to the development code will allow for more diverse and customized CMP's to be developed in the City. I support this amendment and urge the City Staff to support it as well.

Sincerely,

BUCKEYE TARTESSO LLC

Chris Barr

4455 E Camelback Road, Suite C-240, Phoenix, Arizona 85018

Re: Amendment to the City of Buckeye Development Code – Support Letter

TO: City of Buckeye Planning Department

Please accept this letter as my support of the proposed amendment to the City of Buckeye Development Code.

I, Kernit Rankin, own approximately 2,000 acres within Buckeye. 1,007 acres of that is known as Sun Valley South CMP. It is my opinion that the existing City of Buckeye Development Code does not adequately accommodate CMP's. CMPs require the ability to customize all development standards. Doing so allows for the development of vibrant communities.

At the moment, Development Codes do not allow for a CMP to fully customize design standards. This results in developments that cannot fully maximize the acreage available and cannot be designed according to their distinct location and geographical constraints.

Approving this amendment to the development code will allow for more diverse and customized CMP's to be developed in the City. I support this amendment and urge the City Staff to support it as well.

Sincerely,

Kernit Rankin

KERNIT@RANKINRE.COM (602) 448-6029

DMB®

BUILDING LEGACIES SINCE 1984

January 8, 2025

To: City of Buckeye Planning Department

Re: Amendment to the City of Buckeye Development Code – Support Letter

Please accept this letter as my support of the proposed amendment to the City of Buckeye Development Code.

I, Daniel Kelly, manage and develop 8,800 acres within Buckeye known as Verrado. It is my opinion that the existing City of Buckeye Development Code does not adequately accommodate CMP's. CMP's require the ability to customize all development standards. Doing so allows for the development of vibrant communities.

At the moment, Development Codes do not allow for a CMP to fully customize design standards. This results in developments that cannot fully maximize the acreage available and cannot be designed according to their distinct location and geographical constraints.

Approving this amendment to the development code will allow for more diverse and customized CMP's to be developed in the City. I support this amendment and urge the City Staff to support it as well.

Sincerely,

Daniel T. Kelly
COO DMB Associates, Inc.
GM Verrado/Victory

6263 North Scottsdale Road Suite 330 Scottsdale, Arizona 85250 (480) 367-7000 dmbinc.com

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 6.A. DS- PH - Ezell Property Annexation
DATE PREPARED: 03/12/25	**DISTRICT NO.:** 2
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing only related to the annexation of one parcel of land totaling approximately 5 acres located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road.

SUMMARY

PROJECT DESCRIPTION:
Mike Prefling, Prefling Engineering on behalf of property owners Virgil and Connie Ezell, is requesting annexation of one parcel of land (Case No. PLZM-24-0057), totaling approximately 5 acres and located approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road. This is the first of two Council public hearings required for the annexation; upon closing the public hearing, no additional action is required at this meeting.

This initial meeting is for the purpose of holding a public hearing to allow stakeholders the opportunity to comment on the request. The proposed annexation is anticipated to return to the Council on April 15, 2025, for consideration of approval by ordinance.

A second public hearing is anticipated to be held on April 15, 2025, following which Council may consider adoption of an ordinance approving the proposed annexation. Annexation is when the City assumes jurisdiction over unincorporated land adjacent to its boundaries, expanding the existing City limits.

The parcel is currently zoned R-43, a Maricopa Rural zoning district. The General Plan Land Use designation in this area is Activity Center (Downtown). Upon annexation, the parcel will be classified as R1-43, Residential 43, the Buckeye zoning district which is most equivalent to the existing County zoning district. Approval of the annexation would facilitate development of the property subject to the permitted uses, development standards, and design standards of the R1-43 district. This annexation meets the requirements as outlined in A.R.S. Section 9- 471.

BENEFITS:
The annexation will bring additional developable land within the City of Buckeye limits and ensure that future development complies with City requirements pertaining to design, infrastructure, etc.

FUTURE ACTION:
City Council will hold a public hearing and consider approval of the annexation ordinance at a future meeting, potentially, April 15, 2025.

FINANCIAL IMPACT STATEMENT:
N/A

FINANCIAL IMPACT STATEMENT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

CURRENT FISCAL YEAR TOTAL COST:
N/A

FISCAL YEAR:
N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZM-24-0057 Ezell RV Resort annexation - Staff Report - CC20250318 Final.docx
Vicinity Map_PLZM-24-0057.pdf
2R PLZM-24-0057 EZELL Property ANNEXATION - Narrative.pdf
006050-6-1-1--RECORDED (Blank Petition).pdf
2R PLZM-24-0057 EZELL Property ANNEXATION - Legal Desc..pdf
PLZM-23-0057 - Ezell Property Annexation - PowerPoint - CC1 3.18.2025_DRF.pptx

ANNEXATION

Report to the Mayor and City Council

CASE NUMBER:	PLZM-24-0057
TITLE:	Ezell Property Annexation
MEETING DATE:	March 18, 2025

Applicant/Owner:	Michael Prefling, Prefling Engineering, on behalf of property owners Vigil and Connie Ezell
Request:	Annexation
District:	2
Location:	Approximately 1,000 feet west of south Apache Road along the south frontage of Beloat Road.
Site size:	Approximately 5 acres
Density:	Not applicable
Public input:	No comments have been received to date
Recommendation:	Public Hearing only

PROJECT DESCRIPTION:

1. Michael Prefling, Prefling Engineering, on behalf of property owners Vigil and Connie Ezell, is requesting annexation of one parcel of land totaling 5 acres located approximately 1,000 feet west of South Apache Road along the south frontage of Beloat Road. The property is undeveloped.

2. The blank petition for the proposed annexation was recorded on February 21, 2025 (see attachment). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. Holding the public hearing for this annexation on March 18, 2025, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on or after April 15, 2025.

AREA CONTEXT:

3. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant/Undeveloped	Activity Center	Maricopa County Rual 43
North	Undeveloped Residential	Activity Center	Planned Residential (PR)
East	Vacant/Undeveloped	Activity Center	General Commerce (GC)
South	Vacant/Undeveloped	Activity Center	General Commerce (GC)
West	Vacant/Undeveloped	Activity Center	General Commerce (GC)

PUBLIC PARTICIPATION SUMMARY:

4. The applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). All required notices and site postings have been completed for both hearings as established by state statute and City Code.

5. Table 2: Public Notices:

Notification Element	Date
Published in the West Valley Republic	March 1, 2025
Site Posted	February 25, 2025

Mailing Notice to Property Owners Within Annexation Boundary	February 25, 2025
Mailing Notice to Maricopa County Board of Supervisors	March 5, 2025

ANALYSIS:

6. The subject property is presently located in the jurisdiction of Maricopa County and zoned Rural 43 (RU-43). Upon adoption of an annexation ordinance, the parcel would be assigned City of Buckeye Residential 43 (R1-43) zoning, the district most closely aligned with the property's current County RU-43 zoning designation.
7. The property currently features a General Plan Land Use designation of Downtown Activity Center, a land use designation intended to develop with mixed uses, including a diversity of housing.
8. The proposed annexation will allow for development of the site in accordance with the permitted uses and development/design standards of the R1-43 zoning district. The owner is exploring the development of a recreational vehicle resort on the property, a permitted use in the R1-43 zoning. Any future development will be required to adhere to all applicable City of Buckeye development and design standards.
9. The property will be eligible for City services such as police, fire, water and sewer.
10. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.
11. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. The annexation should have no impact on either district.
12. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Engineering (Traffic)
    b. Fire
    c. Police
    d. Water Resources
    e. Development Services, including Planning and Civil Engineering/Survey

RECOMMENDATION:

13. City Council should conduct the required public hearing related to the annexation. No additional action is required at the March 18, 2025 meeting.

14. At a future hearing, staff is likely to recommend approval of the request for the following reasons:
    a. Furthers goals of the Buckeye General Plan.
    b. Conformance with the Buckeye Development Code.
    c. Eliminates multi-jurisdictional permitting issues pertaining to the development of the property.
    d. No outstanding issues from reviewing departments.

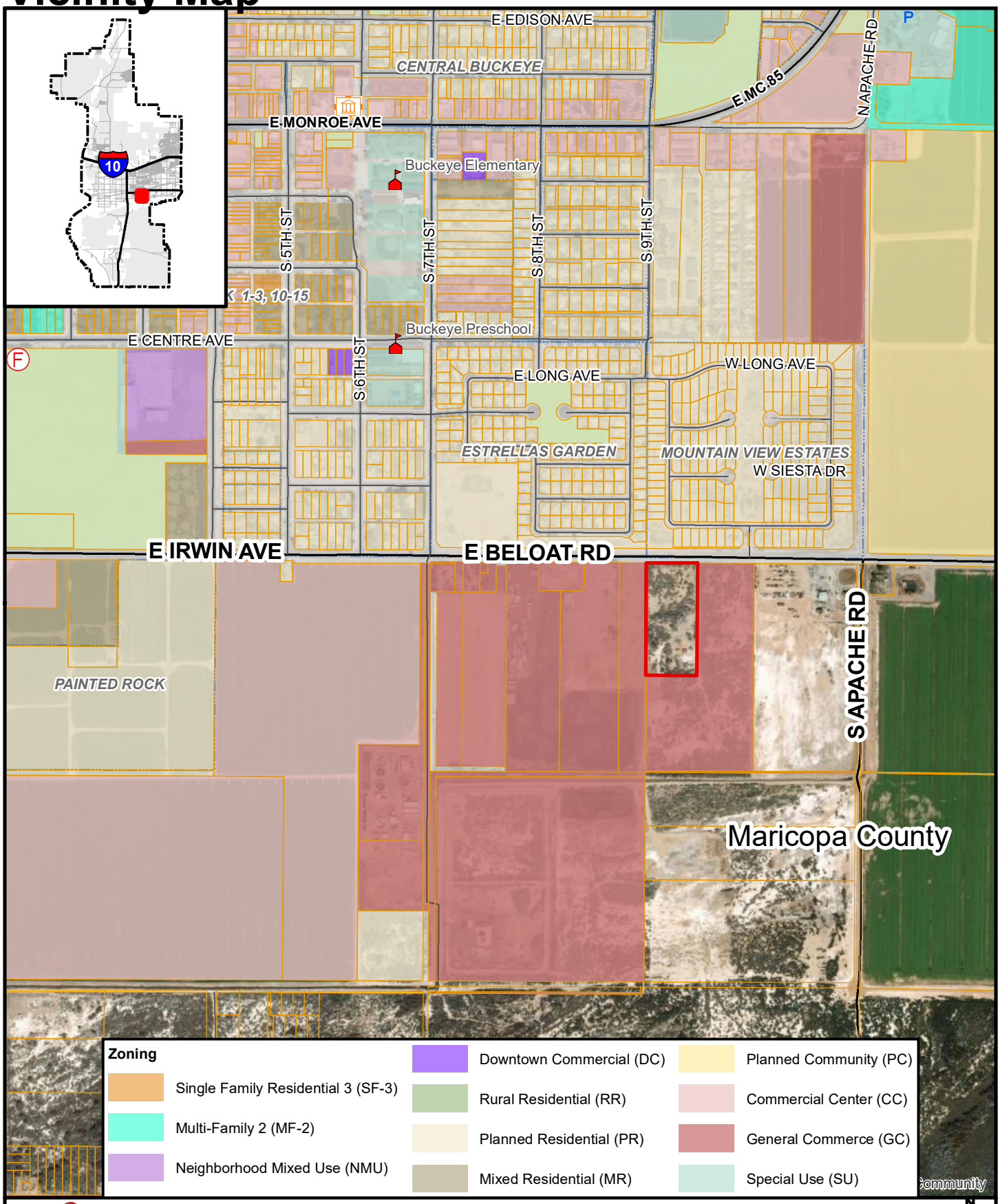
ATTACHMENTS:

Vicinity Map
Blank Petition
Annexation Project Narrative

Prepared By:
Andrea Marquez, Senior Planner Special Projects

Reviewed by:
Ken Galica, Planning Manager

Vicinity Map



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

PLZM-24-0057 Ezell Property Annexation Application

0 0.05 0.1 0.2 Miles

Legend

Proposed Annexation

N

Date: 2/27/2025

Document Name: Vicinity Map_PLZM-24-0057

2R PLZM-24-0057 RECEIVED AUG 23 2024 WD

PROJECT NARRATIVE

EZELL RV RESORT

24439 W BELOAT RD,
BUCKEYE, ARIZONA 85326
APN 400-42-001C

Pre-Application Conference Submittal

Prepared by:

PREFLING Engineering
4435 E. CHANDLER BOULEVARD, SUITE 200
PHOENIX, ARIZONA 85048
(480) 625-9795
MIKE@PREFLINGENG.COM

APPLICANT INTRODUCTION

My name is Michael Prefling and I am representing the Ezell RV Park Resort team who is wanting to develop this site into a 90 unit family friendly RV resort experience site. The site is located on Beloat Road just west of S. Apache Road. I am a licensed civil engineer here in Phoenix and will be preparing most of the documents for the initial preliminary submittals as well as final permit and construction documents.

OWNER INFORMATION

The owner of this development and business will be Virgil Ezell, Connie Ezell and Dustin Ezell.

LAND INFORMATION

The Site is located near the intersection of Beloat Road and Apache Road in the City of Buckeye, County of Maricopa, State of Arizona. The site is located in the Section 8, Township 1 South, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The existing property will be annexed to the City of Buckeye with new zoning designation.

The net lot size is 217,801 sq-ft or approximately 5 acres. The northern portion of the property is located within a zone X floodplain. The southern portion of the property is located within a zone AE floodplain.

The site is currently a vacant. It is proposed to develop the property into a recreational vehicle parking resort that will cater for 90 units of RV. An open park area and trail area will also be incorporated to provide guests with a total experience of being with nature. The site will be equipped with a sewer, water and electrical hookups.

The property is bounded by adjacent lots on the east and south by lot APN 400-42-001E, on the west by lot APN 400-42-007H and on the north by W Beloat Rd. These adjacent lots will have no offsite flows that will impact the development of the property.

The proposed development will have open space and trail paths with a total area of 29,282 sq.ft, or 13.44% of the development.

DESCRIPTION OF DEVELOPMENT/BUSINESS

The Ezell RV Park Resort is a family friendly RV living experience site. The park will offer various activities and amenities for the 90 unit development.

IMPACT TO CITY SERVICES

City Services: The Site will allow for emergency services to have access throughout the Site via an internal 28' fire lane drive. The Site will be serviced by City of Buckeye for Refuse. The fire and police protection will also be provided by the City of Buckeye.

Water and Sewer: There is existing water and sewer infrastructure available within Beloat Road that this development will connect to. Estimated water and sewer demand calculations can be found in ***Appendix A***.

Water – There is an existing 8" water main that will service this RV park site

Sewer – There is a large 60" deep sewer main within Beloat Rd and an existing manhole adjacent to the site that will be utilized to provide sanitary service for this site.

COMMUNITY FACILITIES AND SERVICES

Schools: North of this site approximately 2500 feet away is an existing preschool and also an existing elementary school. There is no expected impact to these schools as access to these neighborhoods and schools do not primarily come off of Beloat Road.

Parks: The nearest park to this site is the Earl Edgar Recreational Park. This park is located ~3000 feet to the west along Beloat Road.

Amenities: This site is located 2500 feet south of Monroe Ave. Monroe avenue has a myriad of restaurants and retail amenities and is the main access road into downtown Buckeye.

APPENDIX A

PRELIMINARY WATER AND SEWER DEMAND SUMMARY

WATER DESIGN PARAMETERS

The specific design criteria for this development that serves as the basis of the proposed water design are listed below:

- The area of the proposed development is 5.0 acres.
- The land use category for this development is considered Commercial / Mixed Use under Master Planning Design
- The site is under Zoning RU-43
- The unit demand for RV park resort is **50 gpd-per lot** *(as per NFPA standard for recreational vehicles)*
- The **maximum day demand is 1.8 times the average day demand** while the **peak hour demand is 3.0 times the average day demand** (Table 2 – Demand Peaking Factors, The City of Buckeye Arizona Water Engineering Design Standards)
- The minimum acceptable design pressure is 50 psi under peak hour conditions and 20 psi during maximum day + fire flow demands.

WATER DEMAND CALCULATIONS

Average Day Demand = 5.0 * 50 * 90 = 2,250 gal/day (1.56 gpm)
Max Day Demand = 1.8 * 2,250 = 4,050 gal/day (2.81 gpm)
Peak Hour Demand = 3.0 * 2,250 = 6,750 gal/day (4.69 gpm)

Estimated Annual Water Usage = 2,250 * 365 = 821,250 gallons

Fire Flow Demand for this RV park resort is 3,000 gpm for 4 hours.

1. WASTEWATER DESIGN PARAMETERS

The specific design criteria for this development that serves as the basis of the proposed sewer design are listed below:

- The area of the proposed development is 5.0 acres.
- The unit demand for this land use category is 100 gpd-per lot *(per AZ Admin Code Title 18, chapter 1, table 1)*
- The peak day demand is 4 times the unit demand (Table 2 – Maximum Flow Generations - The City of Buckeye Arizona Gravity Sewer Engineering Design Standards).

WASTEWATER DEMAND CALCULATION:

Total Average Day Demand = 5.0 * 100 * 90 = 45,000 gal/day (31.25 gpm)
Total Peak Day Demand = 4 * 45,000 * = 180,000 gal/day (125 gpm)

NFPA 1194 STANDARD FOR RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS

Chapter 7, Environmental Health and Sanitation, Section 7.2 Potable Water Supply and Distribution, 7.2.4 Supply, states:

> The water supply system shall be designed and constructed in accordance with the following:
>
> (1) A minimum of 25 gal per day per site for sites without individual connections
> (2) A minimum of 50 gal per day per site for sites with individual water connections
> (3) A minimum of 50 gal per day per site if water flush closets are provided in restrooms.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20250092960 02/20/2025 04:56
ELECTRONIC RECORDING

When Recorded, return to:

006050-6-1-1--
HoyP

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

ANNEXATION PETITION (PLZM-24-0057)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(See also attached map as Exhibit "B")

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

DATE	PRINTED NAME OF OWNER	SIGNATURE OF OWNER	BOOK	MAP	PARCEL(S)

Exhibit A

(Intentionally left blank. See following page)

EXHIBIT A
Legal Description

A portion of that certain parcel of land described in Document No. 2011-0591613, Maricopa County Records, being a portion of the northeast quarter of Section 8, Township 1 South, Range 3 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northeast corner of said Section 8, a brass cap in handhole, from which the north quarter corner of Section 8, a brass cap in handhole , bears North 89°42'29" West, a distance of 2649.56 feet;

Thence along the north line of the northeast quarter of said Section 8, North 89°42'29" West, a distance of 1009.97 feet, to the east line of the west 314.81 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said east line, South 00°20'12" West, a distance of 33.00 feet, to the **Point of Beginning;**

Thence continuing along said east line, South 00°20'12" West, a distance of 691.85 feet, to the south line of the north 724.85 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, North 89°42'29" West, a distance of 314.81 feet, to the west line of the northeast quarter of the northeast quarter of said Section 8;

Thence along said west line, North 00°20'12" East, a distance of 691.85 feet, to the south line of the north 33 feet of the northeast quarter of the northeast quarter of said Section 8;

Thence along said south line, South 89°42'29" East, a distance of 314.81 feet, to the **Point of Beginning.**

Containing 217,801 Square Feet or 5.00 Acres more or less.
Subject to easements, restrictions, and rights of way of record.

AW LAND SURVEYING, LLC
P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
David Hargrove, CSTIII (480) 298-4900

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 8.9.24
Expires 12.31.24

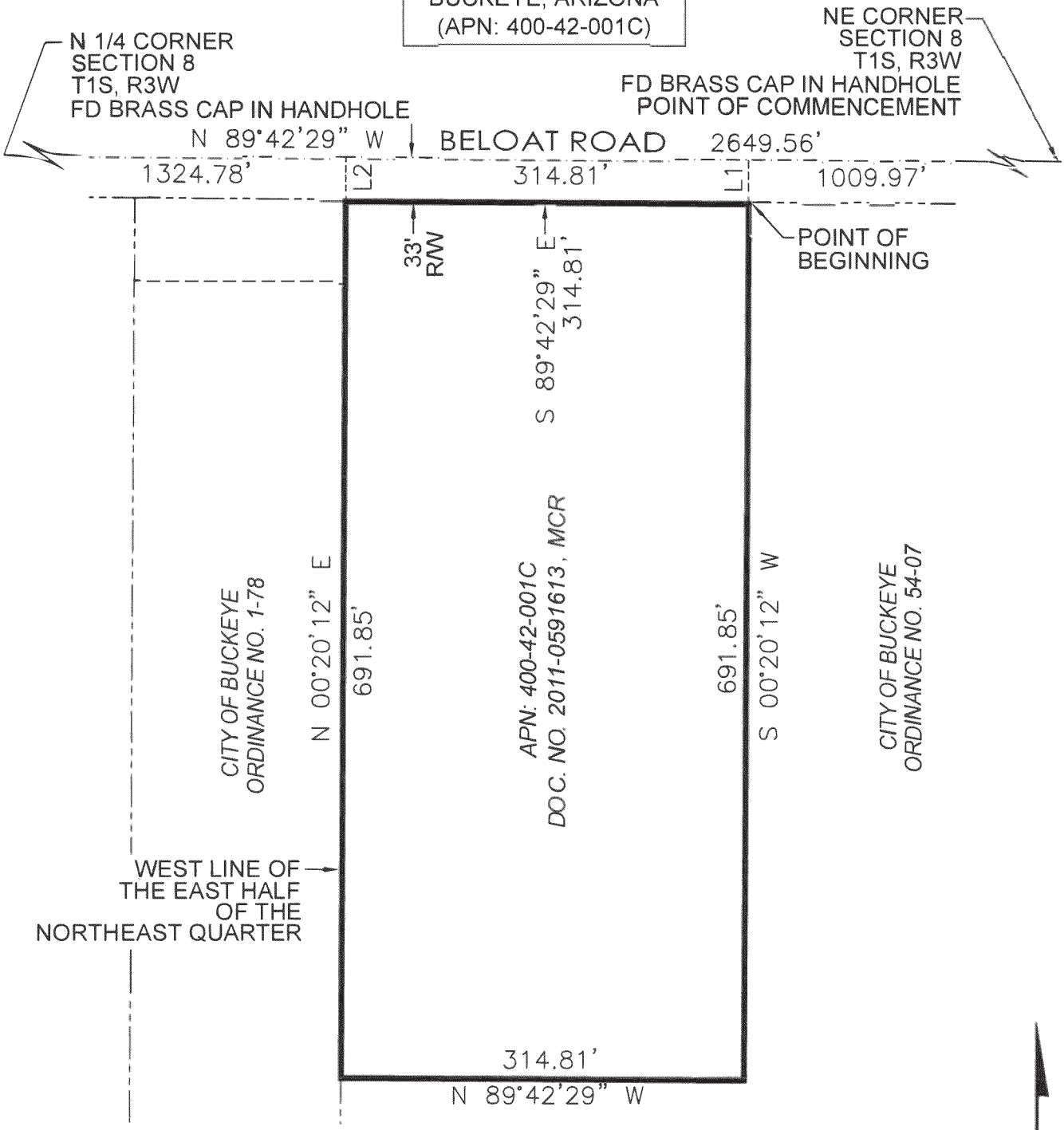
August 9, 2024
AWLS #24-036

Exhibit B

(Intentionally left blank. See following page)

EXHIBIT B

24439 W BELOAT ROAD
BUCKEYE, ARIZONA
(APN: 400-42-001C)



LINE	BEARING	DISTANCE
L1	S 00°20'12" W	33.00'
L2	S 00°20'12" W	33.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 08-09-24
ARIZONA, U.S.A.
Expires 12/31/2024

CITY OF BUCKEYE
ORDINANCE NO. 54-07

AW LAND SURVEYING, LLC
PO BOX 2170, CHANDLER, AZ 85244
PH: (480) 244-7630
darmijo@awlandsurvey.com

DATE: 8-09-24
SHEET 2 OF 2

ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Maricopa)

Andrea Marquez, regarding Case No. **PLZM-24-0057** upon oath, deposes and says:

1. I am a Planner of the Development Services Department of the City of Buckeye. I make this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

FURTHER YOUR AFFIANT SAYETH NOT.

Andrea Marquez DIGITALLY SIGNED

(PLANNER)

SUBSCRIBED AND SWORN to before me this 13 day of February 2025, by Andrea Marquez.

SUMMER STEWART
Notary Public - Arizona
Maricopa County
Commission # 331711
My Commission Expires
MAY 11, 2026

Online Notary Public. Notarization facilitated by SIGNiX®

Summer Stewart DIGITALLY SIGNED

Notary Public

My Commission Expires: May 11, 2026

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Legal Description

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
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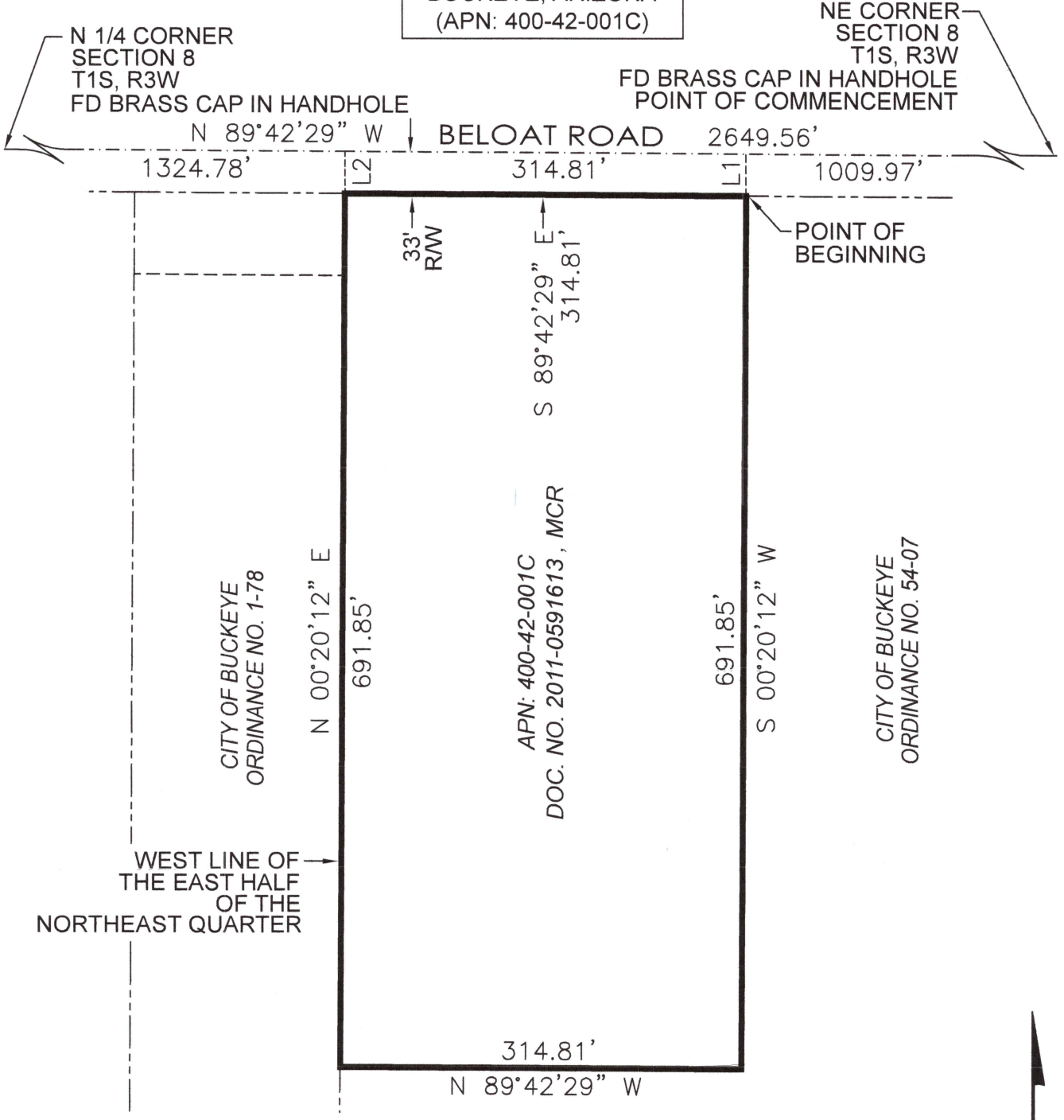
Date Signed 8.9.24
SIGNATURE
Expires 12.31.24

August 9, 2024
AWLS #24-036

EXHIBIT B

24439 W BELOAT ROAD
BUCKEYE, ARIZONA
(APN: 400-42-001C)



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45377
DANIEL D.
ARMIJO
Date Signed 08-09-24
ARIZONA, U.S.A.
Expires 12/31/2024

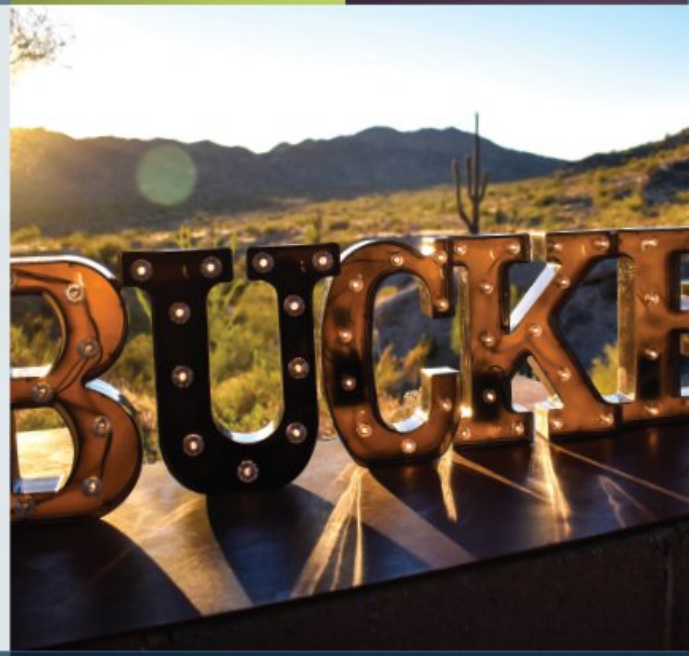
AW LAND SURVEYING, LLC
PO BOX 2170, CHANDLER, AZ 85244
PH: (480) 244-7630
darmijo@awlandsurvey.com

DATE: 8-09-24
SHEET 2 OF 2

Ezell Property Annexation

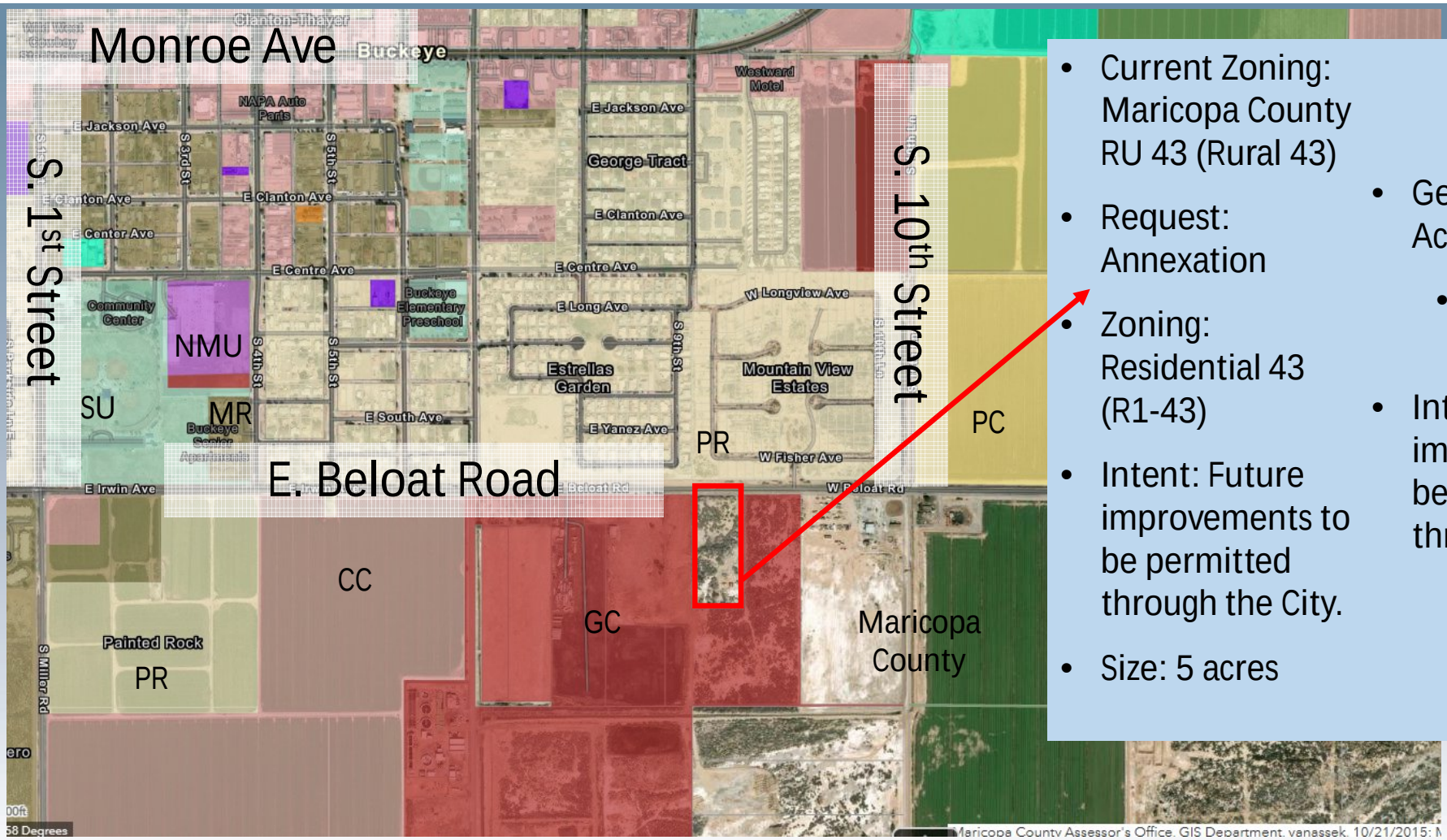
PLZM-24-0057

Mayor and City Council – March 18, 2025



BUCKEYE, AZ

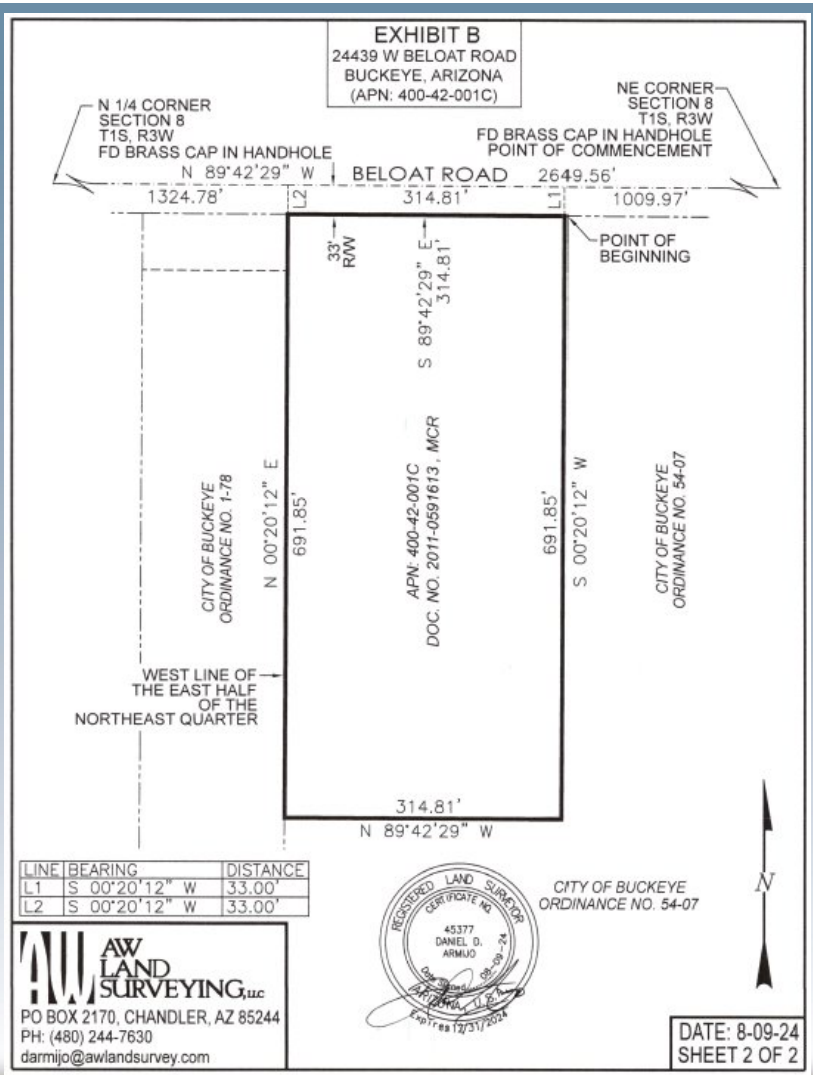
buckeyeaz.gov



- Current Zoning: Maricopa County RU 43 (Rural 43)
- Request: Annexation
- Zoning: Residential 43 (R1-43)
- Intent: Future improvements to be permitted through the City.
- Size: 5 acres

- General Plan: Activity Center
  - DSAP, El Rio District
- Intent: Future improvements to be permitted through the City.

- The subject site meets all size, dimension, and contiguity requirements established by state statute
- Blank Petition recorded February 20, 2025
- All required notices completed; no public comment specific to the Annexation received to date
- No outstanding issues from reviewing departments



Recommendation:

No Action

Conduct a Public Hearing

Consideration of an Ordinance approving the annexation is scheduled for the April 15, 2025 Council Meeting

BUCKEYE, AZ

Questions?

BUCKEYE, AZ

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/18/25	**AGENDA ITEM:** 6.B. DS - PH - Greenlight Verrado Rezoning to Planned Area Development (PAD)
DATE PREPARED: 03/12/25	**DISTRICT NO.:** Council District 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. 08-25 amending the Zoning Map of the City of Buckeye for approximately 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment from Planned Residential (PR) to Planned Area Development (PAD).

SUMMARY

PROJECT DESCRIPTION:

Jeff Blilie, Gilbert Blilie PLLC, on behalf of property owner Buckeye Union High School District 201 and multi-family residential developer Greenlight Communities, is requesting approval of a rezone of 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of the site with three distinct multi-family residential communities on 36.9 acres, a 5.7-acre parcel reserved for supporting commercial development, and a 6.7-acre parcel that will be dedicated to the City of Buckeye to expand the adjacent, existing water campus facility. The Planning and Zoning Commission held a public hearing on February 25, 2025, and voted to recommend this matter for approval to the City Council.

Please review the attached staff report and exhibits for additional information and analysis.

BENEFITS:

The PAD aligns with the Buckeye General Plan's goals for a vibrant Buckeye Gateway Activity Center (aka The Landing), providing the residential density and multiple dwelling types at varying price points that will be needed to support ambitious future commercial growth in the area. Approval will facilitate development of a high quality, walkable, and aesthetically attractive mixed-use development consistent with the City's high expectations for The Landing.

FINANCIAL IMPACT STATEMENT:
See planning item financial impact statement, below.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased

demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

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

ATTACHMENTS:

PLZZ-24-0011 Greenlight Verrado PAD Rezone Council Staff Report 3-18-25.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - Greenlight Verrado PAD Narrative.pdf
Exhibit E - Citizen Participation Report.pdf
Exhibit F - Certificates of Adequate School Facilities.pdf
Greenlight Verrado PAD Legal Description.pdf
PLZZ-24-0011 Greenlight Verrado PAD Council PPT - 3-18-25.pptx
Ord. No. 08-25 Greenlight Verrado Rezone to PAD with exhibits.pdf

REZONE

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-24-0011
TITLE:	Greenlight Verrado – Rezoning to Planned Area Development
MEETING DATE:	March 18, 2025

Applicant:	Jeff Blilie, Gilbert Blilie PLLC
Owner(s):	Buckeye Union High School District 201
Request:	Rezone from Planned Residential (PR) to Planned Area Development (PAD)
District:	No. 5
Location:	Northeast Corner of Verrado Way and Van Buren Street Alignment (Exhibits A, B, and C)
Site size:	Approximately 46.06 acres
Density:	Maximum of 22.3 dwelling units per net acre (934 units)
Public input:	An advertised neighborhood meeting was held on December 19, 2024; excluding City staff and the project applicant, 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. 08-25, approving case PLZZ-24-0011, subject to conditions (a) through (gg)

PROJECT DESCRIPTION:

1. Jeff Blilie, Gilbert Blilie PLLC, on behalf of property owner Buckeye Union High School District 201 and multi-family residential developer Greenlight Communities, is requesting approval of a rezone of 46.06 acres located at the northeast corner of Verrado Way and the Van Buren Street alignment. The applicant is requesting (Exhibit D) to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of the site with three distinct multi-family residential communities on 36.9 acres, a 5.7-acre parcel reserved for supporting commercial development, and a 6.7 acre parcel that will be dedicated to the City of Buckeye to expand the adjacent, existing water campus facility. The property is approximately 6 feet lower than the grade of Verrado Way adjacent to the site.
2. The proposed PAD envisions dividing the property into five parcels, each intended to develop with specific uses, as follows:
    a. Parcel A: Located directly at the southeast corner of Verrado Way and Fillmore Street, 5.7-acre (3.6 net) Parcel A is intended to develop with a tailored list of commercial uses. Auto-intensive uses and low intensity commercial uses that residents would be less likely to walk to such as car sales, car washes, catering kitchens, data centers, mini-storage, and vehicle repair have been prohibited, as have less desirable uses such as tobacco shops, thrift stores, and shelter facilities. Uses featuring drive-throughs, if provided, will be limited to a maximum of one, with design requirements intended to minimize visibility of the drive-through from adjacent streets. Parcel A's vehicular access will be provided via a new private street that loops between Verrado Way and Fillmore Street that will be shared with Parcels B and C. A pedestrian bridge will provide pedestrian access to the site from the Verrado Way sidewalk, spanning a drainage channel and creating a unique feature which will activate a frontage otherwise difficult to activate due to a significant grade change between the street and property.

    b. Parcel B: Approximately 14.9 acres (12.1 net) located at the northeast corner of Verrado Way and the Van Buren Street alignment, Parcel B is intended to develop with a market rate multi-family community with a maximum 291 units (24 units per net acre). Parcel B wraps an existing City well site at its southwest corner and will feature one vehicular access from the shared Verrado/Fillmore loop road and one access directly to Van Buren Street.

c. Parcel C: Approximately 15.5 acres (13.9 net) located adjacent to Fillmore Street directly east of the PAD's commercial parcel, Parcel C is intended to develop with a market rate multi-family community with a maximum of 335 units (24 units per net acre). Parcel C will feature three points of access including two directly from Fillmore Street and one from the shared loop road connecting Verrado Way to Fillmore Street.

d. Parcel D: Approximately 6.5 acres (5.7 net) located adjacent to the Van Buren Street alignment, Parcel D is intended to develop with an "attainable" multi-family community with a maximum of 308 units (53.8 dwelling units per net acre). The term attainable is used to describe a community that is not subsidized or income restricted but intended to be an affordable housing option that offers high quality design, amenities, and finishes at rental rates targeted to essential workers such as teachers, firefighters, police officers, and the like. Parcel D will feature one resident access directly from Van Buren Street; a second, emergency-only access through either Parcel B or Parcel C will be required at the site planning stage.

e. Parcel E: Located at the northeast corner of the property, 6.7-acre (6.5 net) Parcel E is intended to be conveyed to the City of Buckeye for use by the City in expanding the existing water campus facility located directly to the south. Expansion of the water campus will play a critical role in supporting the growth envisioned within The Landing area.

3. Development and design standards for the Commercial parcel (Parcel A) are based on the Development Code standards for the Community Commercial (C-2) district, with the following modifications:

   a. Whereas the C-2 district does not establish a maximum building setback, in order to create the desired urban aesthetic where buildings approach sidewalks with parking behind, the proposed PAD would require commercial buildings in Parcel A to be setback no more than 20 feet from Verrado Way and Fillmore Street, except where drainage or similar easements require larger setbacks.

   b. For similar reasons related to establishing an urban character, the proposed PAD will establish a minimum commercial building height of 15 feet whereas the C-2 district establishes no minimum height.

   c. The C-2 district requires a 50-foot setback for commercial buildings from any adjacent residential property lines. Because the PAD intends to create a mixed-use environment where residents have convenient access to whatever retail or

service uses may develop, a reduced setback of 20 feet is proposed between commercial Parcel A and residential Parcels B and C.

d. Parking will be prohibited between a public street and the nearest street-facing building, ensuring that views of parking lots will be screened from all streets. This standard is stricter than code, which would allow for parking adjacent to streets so long as it was screened by low walls and landscaping.

e. All other standards are per Development Code.

4. Development and design standards for the Residential parcels (Parcels B, C, and D) 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 does not establish a maximum building setback, in order to create the desired urban aesthetic where buildings approach sidewalks with parking behind, the proposed PAD would require multi-family residential buildings on the perimeter of the site to be setback no more than 20 feet from Verrado Way, Van Buren Street, and Fillmore Street, except where drainage or similar easements require larger setbacks.

   b. For similar reasons related to establishing an urban character, as well as to achieve the densities needed to support future commercial growth in the area, the proposed PAD establishes a minimum multi-family residential building height of 30 feet (typically 3 stories), with a maximum of 65 feet (typically 6 stories). The MF-2 district establishes neither a minimum of maximum building height.

   c. The PAD proposes increasing the landscape percentage of the residential parcels from 10 percent required by code to 15 percent to provide enhanced aesthetics and higher quality open spaces for residents.

   d. Landscape islands within parking lots are typically required at the ratio of one island per every 10 parking spaces. The PAD proposes reducing this standard to one island per every 16 spaces, reducing the size of parking fields and instead allowing the majority of landscape area to be provided outside of parking areas in locations where it is more likely to be appreciated by residents.

   e. The PAD proposes a reduction in required guest parking from the code standard of 1 space for every 5 units to 1 space for every 10 units when projects include a greater percentage of small (studio or one bedroom) units.

   f. Parking will be prohibited between a public street and the nearest street-facing building, ensuring that views of parking lots will be screened from all streets. This standard is stricter than code, which would allow for parking adjacent to streets so long as it was screened by low walls and landscaping.

g. To maintain the desired urban aesthetic, no perimeter fencing will be permitted between a building and adjacent street. The building facades themselves will serve as the primary fencing mechanism, with fencing only provided between buildings to form a continuous wall.

h. All other standards are per Development Code.

5. The PAD establishes a requirement for contemporary architecture consistent with the vision identified within The Landing. Furthermore, the PAD establishes a requirement for development on each of the separate parcels to share a percentage of common elements, colors and materials to achieve a measure of continuity across the full site while still allowing for each parcel to develop with its own unique character. The representative images included on Pages 17 through 19 of the PAD document, showcasing projects in other locations developed by the anticipated builders within Greenlight Verrado, demonstrate the scale, movement, and general level of architectural quality expected on this site. These images do not necessarily reflect the elevations that will be provided on this site, as the style, colors, roof type, and/or materials may need to be redesigned to achieve the contemporary style that will be required on this site.

6. A significant focus of the PAD is to ensure the site develops in a manner that prioritizes walkability. As such, the PAD outlines the requirements for a comprehensive pedestrian circulation system that will allow residents in Parcels B, C, and D to access the commercial site without encountering vehicular conflicts via a centralized trail that will run adjacent to a planned drainage channel. The trail will feature pedestrian scale lighting, landscaping, and seating to enhance year-round usability by residents of all ages. The aforementioned pedestrian bridge between the Verrado Way sidewalk and Parcel A will not only enhance access to the commercial area for those residents living outside of Greenlight Verrado but also allow the residents within this project to easily walk to other nearby commercial developments.

7. 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.

8. The developer will be responsible for constructing half-street improvements to Verrado Way, Van Buren Street, and Fillmore Street adjacent to the property in accordance with City requirements.

AREA CONTEXT:

5. 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	Unimproved Desert; Planned Multi-Family (Highstreet and Prose)	Buckeye Gateway Activity Center	The Mix on Roosevelt Planned Area Development (PAD) and Multi-Family 2 (MF-2)
East	Regional Drainage Structure (FCDMC)	Buckeye Gateway Activity Center	Maricopa County Rural-43 (RU-43)
South	Unimproved Desert (Arizona State Land Department)	Buckeye Gateway Activity Center	Planned Community (PC)
West	Educational/West-MEC	Buckeye Gateway Activity Center	Planned Residential (PR)

PUBLIC PARTICIPATION SUMMARY:

6. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on December 19, 2024, at 6:00 P.M. at the Buckeye Public Library, Coyote Branch. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on November 17, 2024, 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.
7. Excluding the applicant and City staff, there were no attendees to the neighborhood meeting.
8. Staff has not received any written support or opposition pertaining to this project.
9. No public spoke during the Planning and Zoning Commission public hearing for this item on February 25, 2025. The Commission recommended approval of the rezoning, 6-0, subject to staff's recommended conditions.
10. 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	February 5, 2025
Site Posted	February 5, 2025

Mailing Notice to Property Owners Within 500 Feet of Site	January 31, 2025

BACKGROUND:

11. *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.
12. 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.
13. February 25, 2025: The Planning and Zoning Commission conducted a public hearing and recommended approval of the rezoning, 6-0, subject to staff's recommended conditions; no public spoke during the item's public hearing.

ANALYSIS:

Conformance with the General Plan:

14. The site features a General Plan land use designation of Activity Center. The proposed development site is located in 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. Development in this activity center is 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.
15. 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 three distinct multi-family residential parcels 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.
16. Allowed land uses and design have been carefully considered to reflect the higher standard for development within The Landing, with an emphasis on walkability.

17. 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:

18. 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 development such as car washes, auto repair, and vehicle sales are not permitted.

    b. Less desirable retail uses that may make a shopping center feel of lesser quality, such as thrift stores and tobacco shops are not permitted.

    c. Low-intensity commercial uses such as cemeteries and mini-storage facilities, which tend to occupy significant land area while not contributing to the vibrancy of a corridor, are not permitted.

19. All proposed standard modifications outlined in the Project Description section of this report, such as incorporation of maximum building setbacks, minimum building heights, and internalized parking requirements, are intended to facilitate development of the project in accordance with the urban aesthetic desired within The Landing.

20. The proposed PAD complies with all other City development and design standards, including standards pertaining to landscaping, lighting, and signage.

Site Design and Architecture:

21. Similar to the recently approved “The Mix on Roosevelt PAD”, the proposed Greenlight Verrado PAD is designed to create an urban feel and aesthetic along Verrado Way,

Fillmore Street, and Van Buren Street, differentiating it from more typical suburban development. This is achieved through the placement of buildings along the street frontages, creating a consistent and active street edge. The integration of pedestrian-friendly elements such as connected sidewalks, internalized, landscaped, and illuminated pedestrian trails providing access from all residential parcels to the commercial area, and a pedestrian bridge providing a connection to the Verrado Way public sidewalk are all intended to encourage foot traffic and interaction. Building heights also contribute to a more urban form by providing a sense of enclosure along Verrado Way.

22. While specific building elevations have not yet been identified, the proposed PAD establishes architectural design criteria that will result in attractive development in this important location. All buildings will be required to be constructed of a variety of high-quality materials, incorporate varied rooflines, and feature facade articulation to further enhance the urban aesthetic. Architectural continuity requirements within the proposed PAD will ensure that all four parcels develop in a complementary fashion while not being so prescriptive to create a monotonous appearance across the full site.

23. Landscaping will also play a key role in visually linking the various parcels with one another, with a consistent plant palette to be utilized throughout the development. This approach will ensure that both the residential and commercial areas feel like part of a cohesive community, rather than distinct and separate entities.

24. Vehicular access (see Project Description) and circulation has been reviewed and conceptually approved by the City's Traffic Engineering Department. Designated access points along Verrado Way, Fillmore Street, and Van Buren Street and an internal private loop road will manage traffic efficiently and provide safe entry and exit points for both residential and commercial users.

25. Approval by Planning and Zoning Commission of a Site Plan application consistent with this PAD will be required prior to development occurring on any of the parcels.

Infrastructure, Improvements, City Services, and Schools:

26. Per standard City policy, the developer will complete all half-street improvements to Verrado Way, Fillmore Street, and Van Buren Street adjacent to the site. To reduce the frequency of road construction, the full length of improvements along each street adjacent to the full PAD will be completed with the first parcel that develops adjacent to that street. For example, if Parcel B were to develop first, improvements to Verrado Way in front of both Parcel A and Parcel B and improvements to Van Buren Street adjacent to both Parcel B and Parcel D would be completed in that initial phase.

27. 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.

28. 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 1.5 miles from the subject property. The nearest police station is located in the City complex at Yuma Road and Dean Road, approximately 1.5 miles from the site.

29. The property is located within the Buckeye Union High School (BUHSD) and Liberty Elementary School (LESD) Districts. Certificates of Adequate School Facilities have been returned by each district (Exhibit F). BUHSD has indicated they have adequate capacity for the additional enrollment estimated to come from this project. LESD indicated that Blue Horizons Elementary School is currently as capacity while a new school at 183rd Avenue and Lower Buckeye was under construction, noting that a rooftop donation by the developer would assist with the districts ability to adequately serve the students from this project. The developer and district remain in communication on this topic.

RECOMMENDATION:

30. Staff recommends the City Council conduct a public hearing and adopt Ordinance No. 08-25, approving application PLZZ_24-0011, a rezoning from Planned Residential (PR) to Planned Area Development (PAD) for Greenlight Verrado (PLZZ-24-0011), subject to conditions (a) through (gg), for the following reasons:
    - The PAD aligns with the Buckeye General Plan's goals for a vibrant Buckeye Gateway Activity Center (aka The Landing), providing the residential density and multiple dwelling types at varying price points that will be needed to support ambitious future commercial growth in the area.
    - 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 pedestrian and vehicular connectivity.
    - Architectural requirements and building design standards will help foster an attractive, active, urban aesthetic along Verrado Way, Fillmore Street, and Van Buren Street.

- 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 "Greenlight Verrado PAD" narrative document consisting of 30 pages date stamped December 26, 2025, 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.

d) The first property to develop along the Fillmore Street frontage will be required to design and construct the Verrado Way/Fillmore Street intersection improvements and traffic signal prior to Certificate of Occupancy. The City is working in good faith with another developer to create a reimbursement agreement to construct the ultimate Fillmore street improvements within the existing right-of-way from the terminus of Fillmore Street to the Verrado Way intersection and the non-regional traffic signal at Fillmore Street and Verrado Way. The reimbursement agreement will require adjacent property owners fronting Fillmore Street to contribute a proportionate share to the completed improvements once they improve their properties. All improvements shall comply with City of Buckeye Engineering Design Standards and requirements.

Civil Engineering Conditions – Standard/General

e) 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, or any other related land division. This will include a gross boundary legal and exhibit of the en?re current ownership parcels.

f) All exis?ng overhead power lines less than 69 kV capacity, or any other overhead u?li?es within the project area or along its boundaries, shall be installed underground.

g) The property owner/s and their successor waive any and all claims for diminu?on in value of the property with regard to any ac?on taken by City of Buckeye as a result of this approval.

h) 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 – Drainage

i) The exis?ng wash through the site from Verrado Way to the SE corner of the site may be re-routed in a channel to convey the 100-year design flow with a maximum water depth of three feet, 4:1 side slopes and a minimum of two access points.

j) The parcels are adjacent to a wash and thus reten?on requirements shall be Pre vs Post runoff plus 25% in lieu of 100-year 2-hour reten?on volume.

k) Reten?on for parcels shall be provided onsite and outside the limits of the channel.

Civil Engineering Conditions – Streets – Standard

l) 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 Fillmore Street and Van Buren Street based on City of Buckeye standards.

m) The Property Owner/Developer shall submit a Subdivision Plat 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.

n) It has been determined that a por?on of the required improvements may not be constructed as part of this Development. The Developer shall be responsible to design all of the required improvements, including landscaped medians and/or gateway signage in accordance with the Buckeye Arterial Gateway Guide, if applicable, and then coordinate with the City to define the por?on of improvements that will not be constructed as part of the development. A fee-in-lieu agreement will need to be completed to cover the omi?ed improvements, and the Property Owner/Developer will be required to provide payment to the City to cover the costs prior to Cer?ficate of Occupancy being issued by the City.

Civil Engineering Conditions – Water/Wastewater – Standard

o) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

p) 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 requirement. 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

q) Prior to approval of any site plan or pre-plat in any development unit/parcel, a Traffic Impact Analysis (TIA) update to the Master TIA is required to be submitted and approved. All requirements of the approved Traffic Impact Analysis shall be reflected on the approved construction drawings.

r) Any and all accesses on Verrado Way, Fillmore Street and Van Buren Street will be reviewed with site plan, pre-plat and TIA updates to determine type of access, whether that be a full access, a ¾ access (no left out) or a right-in/right out only access. The access on Verrado Way will not be a full access and will be determined by the TIA update if a ¾ access will be allowed, otherwise it will be right-in/right-out.

s) The first property to develop along the Fillmore Street frontage will be required to design and construct the Verrado Way/Fillmore Street intersection improvements and traffic signal prior to C of O.

t) Fee in lieu will be necessary for EB Van Buren LT lanes and medians.

u) 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.

v) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

w) All medians required for controlling restricted site access shall be constructed with this development.

x) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The City must show the actions taken and/or required are reasonably limited to those necessary to address the threat

to public safety. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

Fire Department Conditions – Standard/General

y) The Buckeye Fire Chief and City Engineer shall determine the number, loca?on, and types of all fire hydrants.

z) 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.

aa) All buildings shall be equipped with a fire protec?on system as required by City of Buckeye Ordinance 03-22.

bb) 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

cc) 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.

dd) 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.

ee) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

ff) 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

gg) 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).

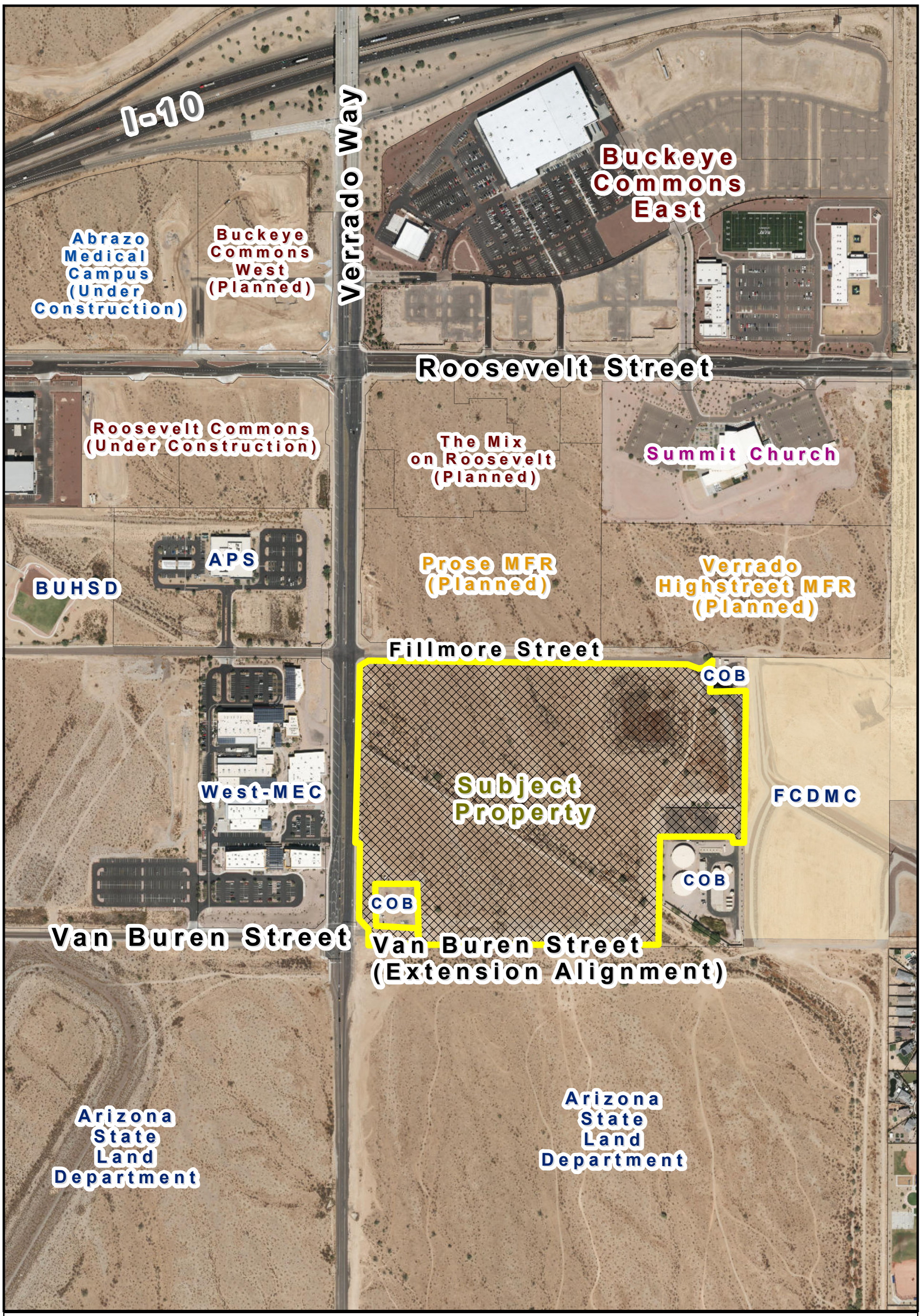
ATTACHMENTS:

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
Exhibit F – Certificates of Adequate School Facilities
Legal Description of Rezoning Boundary

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Director of Planning

Exhibit A



VICINITY MAP

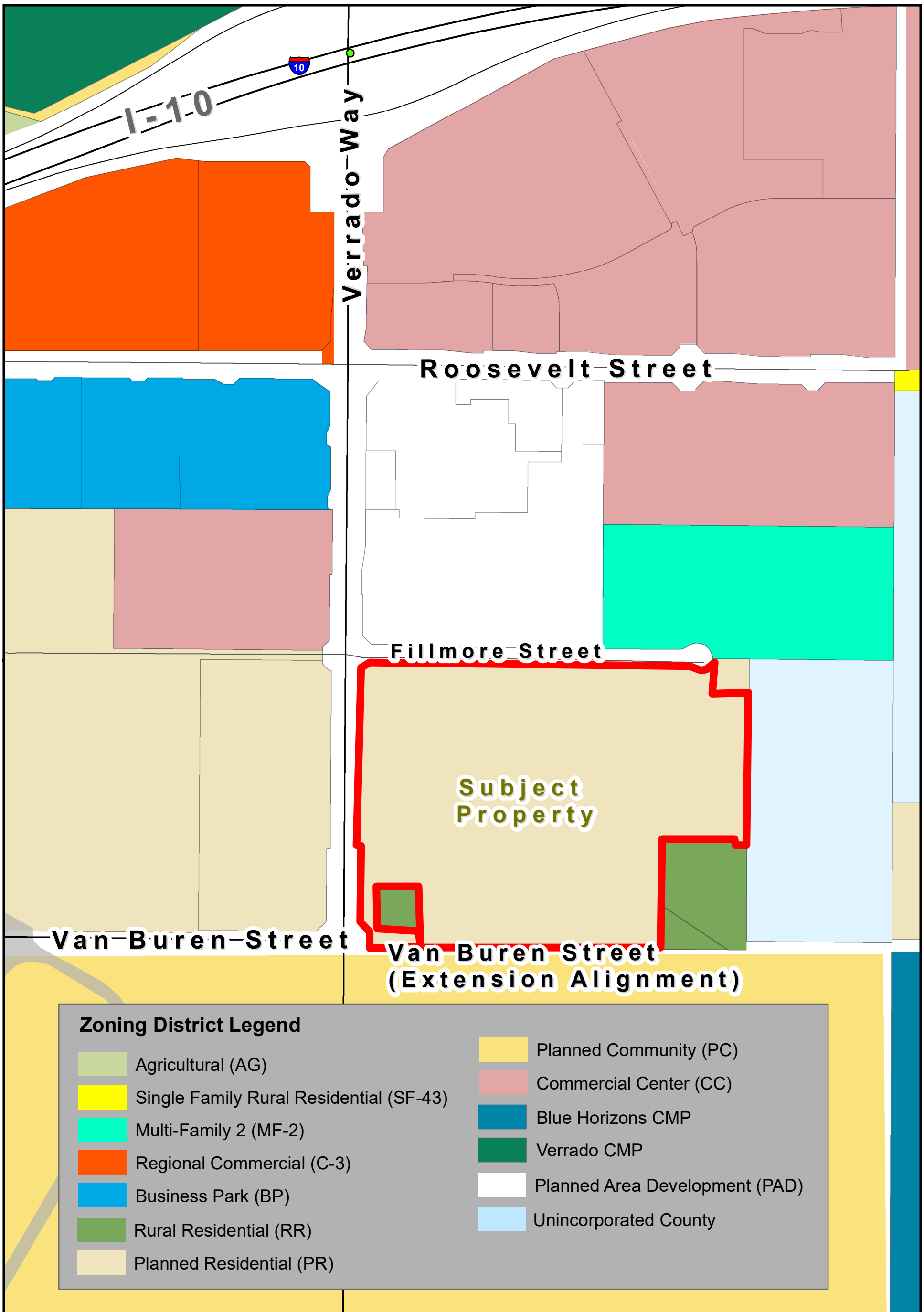
BUCKEYE, AZ

PLZZ-24-0011

Greenlight Verrado - Rezone

Council District #5

N W E S



ZONING MAP

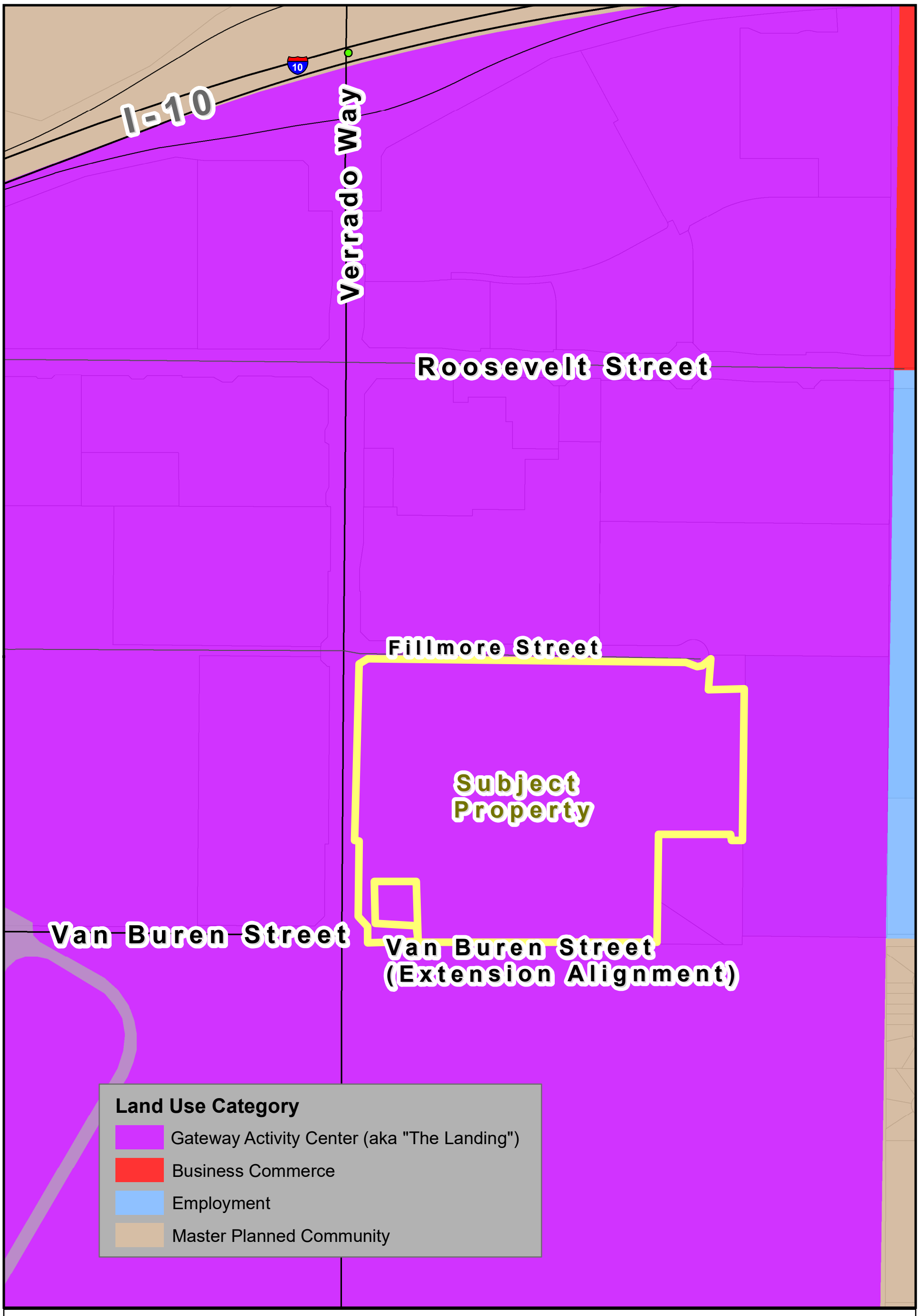
BUCKEYE, AZ

PLZZ-24-0011

Greenlight Verrado - Rezone

Council District #5

N W E S



GENERAL PLAN LAND USE

BUCKEYE, AZ

PLZZ-24-0011

Greenlight Verrado - Rezone

Council District #5

N W E S

Exhibit D

3R PLZZ-24-0011 RECEIVED DEC 26 2024 WD

Greenlight Verrado PAD

Northeast Corner of Verrado Way and Van Buren St
PLZZ-24-0011

First Submittal:	August 27, 2024
Second Submittal:	November 15, 2024
Third Submittal:	December 26, 2024

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Exhibits

Exhibit A. Legal Description

Exhibit B. Land Use Plan

A. Purpose of Request

Gilbert Blilie PLLC, on behalf of Greenlight Communities ("Greenlight"), is pleased to submit this Rezone Application for a mixed-use development across a 49.2 acre (gross) site at the northeast corner of Verrado Way and Van Buren St (the "Site"). The legal description for the Site is provided in **Exhibit A**. The Site is further identified as Assessor Parcel Number 502-35-002K. The purpose of this request is to rezone the Site from Planned Residential (PR) to a Planned Area Development for a mix of commercial and multifamily uses. Greenlight is a reputable, local development group and design team that delivers high-quality residential and commercial projects with innovative design features and exceptional lifestyle amenities that will enhance the Verrado Way corridor.

B. Site Context

The Site is located at the northeast corner of Verrado Way and Van Buren St, and bordered by Fillmore Street to the north and adjacent to an existing 3.8-acre City of Buckeye water campus to the southeast (see **Figure 1**). The Site is currently undeveloped vacant land. Most of the surrounding area is also undeveloped vacant land to the north and south of the Site. The West-MEC Southwest Campus is located immediately west, opposite Verrado Way. The White Tanks Dam is located immediately east of the Site, which is owned and operated by the Maricopa County Flood Control District. The Site also surrounds a City-owned well site near the southwest corner. Also of note, this Site has quick and easy access to Interstate 10 just one-half mile north.

Figure 1. Site Context

Relationship to Surrounding Properties

	GP Land Use	Zoning	Existing Conditions
Site:	Activity Center (Buckeye Gateway)	PR	The Site is vacant and undeveloped.
North:	Activity Center (Buckeye Gateway)	PR, CC	The two lots directly north of Fillmore St also consist of vacant undeveloped land, although both of which are currently processing rezoning applications with the City of Buckeye. Banner Health owns a 32-acre lot at the southeast corner of Verrado Way and Roosevelt St, which is seeking PAD zoning for a horizontal mixed-use development called The Mix. The Summit Community Church owns an 18-acre lot along the north side of Fillmore St and adjacent to their existing church facility along Roosevelt St, which is seeking MF-2 zoning for a multi-family project called Fillmore High Street. Beyond these two sites is the Buckeye Parkway Center located north of Roosevelt St, between Roosevelt St and I-10, and which contains a Costco among several other commercial pad sites, as well as the Sequoia Pathfinder Academy.
South:	Activity Center (Buckeye Gateway)	PC, RR	There is an existing 4-acre City of Buckeye water campus at the southeast corner of the Site. South of the Van Buren St alignment largely consists of vacant, undeveloped State Trust land.
East:	Employment / Master Planned Community	PR, PC, I-1, RU-43 (Maricopa County)	The land Immediately east of the Site is owned and maintained by the Maricopa County Flood Control District (FCDMC), which encompasses the White Tanks Dam. Immediately south of this dam and southeast of the Site is the Blue Horizons residential community.
West:	Activity Center (Buckeye Gateway)	PR	West of Verrado Way includes a variety of educational campuses, including the West-MEC Southwest Campus, as well as the Palo Verde Energy Education Center and the Buckeye Union High School District Learning Center.

C. Proposed Development

The proposed Greenlight Verrado (the "Project") is a high-quality mixed-use development consisting of 5 Development Units, A through E as shown in the Land Use Plan (**Exhibit B**). Development Unit A is an approximately 5.7-acre (gross) commercial corner at the southeast corner of Verrado Way and Fillmore St. Development units B, C, and D include various multifamily residential uses across 36.9 acres (gross) and consisting of a mix of attainable/workforce units and market-rate "Class-A" luxury units. There is a planned total of 934 residential units for an average density of 25.3 dwelling units per acre. The attainable/workforce residential units will offer quality design, amenities, and finishes at market rate to essential workers, including teachers, firefighters, police officers, and municipal employees. The luxury units will offer residents with higher-end finishes and amenities. The remaining 6.7 gross acres designated in Development Unit E will be dedicated to the City of Buckeye to expand the adjacent water campus.

The commercial development in Development Unit A is envisioned to provide for a diverse range of retail, medical, employment, and/or educational uses. Greenlight Communities believes that providing a diverse array of high-quality residential and commercial uses can meet the needs of the surrounding community and foster a live-work-play environment.

This Project also channelizes the wash corridor that cuts diagonally through the Site into a combination of earthen drainage channel and box culverts that jog through the Site straddling each Development Unit. This channel will provide multiple benefits to the Project beyond just a functional solution for re-routing and managing stormwater making the Site more developable. The earthen drainage channel will also provide a centralized open space feature in the PAD and an opportunity to attach a trail corridor adjacent to the drainage channel that establishes an aesthetic pedestrian path connecting each multifamily development to the commercial opportunities along Verrado Way.

D. Development Standards

The Project is divided into two primary land uses as indicated on the Land Use Plan (**Exhibit B**), Commercial and Multifamily. Development Unit A consists of the Commercial land use district and Development Units B, C, and D consist of the Multifamily land use district. The specific development standards for both the Commercial and Multifamily land use districts included in this PAD are provided in this section. In the event of a conflict between this PAD and the Buckeye Development Code, the PAD shall govern.

1. Commercial

The development standards within the Commercial land use district in the PAD are provided herein. The Commercial land use district is only applicable to Development Unit A in the Land Use Plan. When standards are not provided in this section, the provisions applicable to the C-2 zoning district in the City of Buckeye Development Code, as amended, shall apply.

a. Use Regulations

Permitted uses shall be those pursuant to the provisions of the City of Buckeye Development Code Section 3.1.5 Table 3.1-1 for Community Commercial (C-2) zoning district, with the exception of those expressly prohibited below:

- Boat, RV sales and rental
- Building materials sales (retail)
- Car wash (except as accessory to a gas station)
- Catering service
- Cemetery
- Crematorium or funeral parlor
- Data center
- Food sales (wholesale)
- Group recovery home
- Mini-storage
- Outdoor recreation and entertainment
- Shelter care facility
- Shelter care facility, homeless
- Social service facility
- Tobacco oriented retailer
- Thrift stores
- Vehicle sales and rental
- Vehicle service and repair, major
- Vehicle service and repair, minor

Justification: The commercial uses restricted in this PAD are intended to prohibit uses that are less compatible within a mixed-use development as intended by this Project.

b. Dimensional Standards

The dimensional standards for all primary and accessory structures within the Commercial land use district in this PAD are provided in this section and outlined in **Table 1**.

Table 1. PAD Dimensional Standards, Commercial

Development Standards	C-2	PAD
Minimum Building Setback (feet)		
Front (Adjacent to Verrado Rd and Fillmore St)	20 (adjacent to residential) 0 (adjacent to nonresidential)	**0 Min, 20 Max** **Applicable except where drainage or other easement conflicts exist. In such instances, minimum and maximum setbacks shall be provided from the back of easement line.**
Side and Rear (Property lines internal to PAD)	50 (adjacent to residential) 0 (adjacent to nonresidential)	**20** (adjacent to residential) 0 (adjacent to nonresidential)
Lot Coverage, Maximum (percent)	60	60
Building Height (feet)		
Minimum	-	**15**
Maximum	50	50
Minimum Percentage of Parcel to be Landscaped (percent)	20	20

Justification: The intent of this Project is to foster a more pedestrian-friendly environment with a distinct urban appearance. To accomplish this vision, the setbacks were reduced to bring the buildings closer to the sidewalk and minimum building heights are established to create a more urban aesthetic. However, due to the major drainage infrastructure along Verrado Way, maximum setbacks are exempt where such drainage easements exist. The reduced setbacks from residential uses will only impact future residential development within this PAD, since the commercial area does not abut any other residential uses.

c. Landscaping

Landscaping requirements shall be in accordance with Section 5.4.3. of the City of Buckeye Development Code except as modified in this PAD.

i. The landscape design features and elements shall be consistent or complementary across each Development Unit in the PAD.

ii. Parking lots containing more than 125 parking spaces across 3 consecutive parallel drive aisles or more shall include an additional landscaped area no less than 15 feet wide to promote shaded pedestrian connectivity to the building entrance and additional site enhancement planting opportunities per the requirements of the City of Buckeye Development Code.

iii. Development Unit A shall devote a minimum of two percent (2%) of the net site area to outdoor gathering spaces or pedestrian amenities, which may include, but not be limited to, a combination of patios, plazas, arcades, and/or other unique pedestrian attractions (i.e., pedestrian bridges). Such features shall have a minimum depth and width of ten feet and a minimum total area of 300 square feet. The area shall include pedestrian amenities to support these places as gathering areas.

Justification: The mixed-use nature of this PAD supports cohesive internal connectivity and common open space between the multifamily residential uses and commercial uses. For this reason, maintaining consistent and complementary landscaping across the PAD and providing for a common outdoor gathering space on Development Unit A is prioritized over providing a landscaped pedestrian path in the parking lot. Similarly, because this Project prioritizes pedestrian connectivity from Verrado Way and internal to the PAD, a 15-foot-wide landscape area leading to a building entrance is only required if a large surface parking lot is created with more than 3 consecutive parallel rows of parking.

d. Parking

Parking shall be in accordance with Section 5.6 of the City of Buckeye Development Code except as modified by this PAD.

i. Commercial development within this mixed-use PAD shall be eligible for a 15 percent parking reduction to reflect the reduced automobile use associated with mixed-use developments.

ii. The minimum parking requirement may be reduced 20% if the use incorporates a transit stop that meets minimum design standards established by the city and that supports an active transit service utilizing the transit stop.

iii. Off-street parking is prohibited between a public street and the corresponding street-facing façade line.

iv. A minimum of 5% of the required parking spaces shall be EV compatible, meaning conduit is in place for the future installation of an EV charging station as needed. No reservation of parking spaces for EVs is required until the EV charging stations are installed.

v. All surface parking lots adjacent to a public street shall be screened using one of the following methods below:

- A perennial hedge at least three feet in height at maturity consisting of a double row of evergreen shrubs planted three feet on-center in a triangular pattern;
- Berming of the grade to at least two and one-half feet in height above the finish grade of the parking lot, and with slopes no greater than 2:1. Slopes shall be covered with shrubs spaced a maximum of three feet on center;
- A masonry wall no less than or more than three and one-half feet in height; or
- Any combination of methods above.

vi. All parking areas shall be separated at least eight feet from buildings, in order to allow room for sidewalks, landscaping, and other plantings between the building and the parking area.

Justification: This PAD prioritizes pedestrian connectivity, which supports reduced parking requirements for commercial uses. The mixed-use nature of this PAD, as well as the other multifamily communities proposed along Fillmore St and along with the interconnected trail system provided in this PAD, supports a reduced parking demand for the commercial destinations when patrons can comfortably and safely walk or bike to Development Unit A.

2. Multifamily

The development standards within the Multifamily land use district in the PAD are provided herein. The Multifamily land use district is only applicable to Development Units B, C, and D in the Land Use Plan. When standards are not provided in this section, the provisions applicable to the MF-2 zoning district in the City of Buckeye Development Code, as amended, shall apply.

a. Permitted Uses

Permitted uses shall be those pursuant to the provisions of the City of Buckeye Development Code Section 3.1.5 Table 3.1-1 for Multi-Family 2 (MF-2) zoning district, with the exception of those expressly prohibited below:

- Cemetery
- Outdoor recreation and entertainment
- Group recovery home
- Shelter care facility
- Shelter care facility, homeless
- Social service facility

Justification: Development Units B, C, and D are intended for mid- to high-density multifamily developments that support the commercial uses in this PAD and along Verrado Way. Other types of residential uses are not supported by this PAD.

b. Dimensional Standards

The dimensional standards for all primary and accessory structures within the Multifamily land use district in this PAD are provided in this section and outlined in **Table 2**.

Table 2. PAD Dimensional Standards, Multifamily

Development Standards	MF-2	PAD
Residential Density, Maximum (DU/gross acre)	No max; > 15.0 minimum	No max; > 15.0 minimum
Minimum Building Setback (feet)		
Front (Adjacent to Verrado Rd, Van Buren St, and Fillmore St)	15	0 Min, 20 Max Applicable except where drainage or other easement conflicts exist. In such instances, minimum and maximum setbacks shall be provided from the back of easement line. Where multiple buildings exist on a single property, front setbacks are only applicable to the building(s) in closest relation to the public street.
Side and Rear (Non-street-fronting)	5	5
Lot Coverage, Maximum (percent)	95	95
Building Height (feet)		
Minimum	-	30
Maximum	-	65
Minimum Percentage of Parcel to be Landscaped (percent)	10	15

Justification: The intent of this Project is to foster a more pedestrian-friendly environment with a distinct urban appearance. To accomplish this vision, the setbacks were reduced to bring the buildings closer to the sidewalk and minimum building heights are established. However, due to the major drainage infrastructure along Verrado Way, maximum setbacks are exempt where such drainage easements exist. A maximum height was also established for this PAD to ease potential concerns from the public. The minimum percentage of the parcel that is required to be landscaped is also increased to support enhanced landscaping aesthetics and additional open space amenities.

c. Landscaping

Landscaping requirements shall be in accordance with Section 5.4.3. of the City of Buckeye Development Code except as modified in this PAD.

i. Landscape islands shall be a minimum of eight feet wide by the length of the parking stall at a ratio of one island per 16 parking spaces and shall include planting requirements as required in the City of Buckeye Development Code.

ii. Parking lots containing more than 125 parking spaces across 3 consecutive parallel drive aisles or more shall include an additional landscaped area no less than 15 feet wide to promote shaded pedestrian connectivity to the building entrance and additional site enhancement planting opportunities per the requirements of the City of Buckeye Development Code.

iii. The landscape design features and elements shall be consistent or complementary across each Development Unit in the PAD.

Justification: This Project is intended to foster a more pedestrian-friendly environment with a distinct urban appearance, which is also consistent with the City's vision for the Verrado Corridor. For this reason, a more compact parking lot design is required, including less landscape islands to reduce the overall footprint of the parking area. Similarly, a 15-foot-wide landscape area leading to a building entrance is only required if a large surface parking lot is created with more than 3 consecutive parallel rows of parking.

d. Parking

Parking shall be in accordance with Section 5.6 of the City of Buckeye Development Code except as modified by this PAD.

i. The minimum parking requirements for a multifamily development shall be as follows:

- 1/studio or one-bedroom unit
- 1.5/two-bedroom unit
- 2 for each unit in excess of two bedrooms

ii. Guest parking shall be provided as follows:

- For multifamily developments consisting of more than 65% studio and/or one-bedroom units (combined total), a minimum of 1 guest space for every 10 units shall be required.
- All other multifamily developments shall provide a minimum of 1 guest space for every 5 units.

iii. A 15% parking reduction for multifamily residential dwellings may be allowed if the property is located within 300 feet of a transit stop of an active transit service.

iv. The total number of parking spaces required in a development within this mixed-use PAD may be further reduced by the Director if the applicant prepares a parking evaluation that demonstrates a reduction is appropriate based on the expected parking needs of the development, availability of mass transit, and similar factors. The parking evaluation shall be prepared in a form and manner prescribed by the Director and should include a comparison of similar projects, preferably in the West Valley region, that can demonstrate that that parking reduction functions adequately.

v. Off-street parking is prohibited between a public street and the nearest corresponding street-facing façade line.

vi. A minimum of 5% of the required parking spaces shall be EV compatible, meaning conduit is in place for the future installation of an EV charging station as needed. No reservation of parking spaces for EVs is required until the EV charging stations are installed.

vii. All surface parking lots adjacent to a public street shall be screened using one of the following methods below:

- An perennial hedge at least three feet in height at maturity consisting of a double row of evergreen shrubs planted three feet on-center in a triangular pattern;
- Berming of the grade to at least two and one-half feet in height above the finish grade of the parking lot, and with slopes no greater than 2:1. Slopes shall be covered with shrubs spaced a maximum of three feet on center;
- A masonry wall no less than or more than three and one-half feet in height; or
- Any combination of methods above.

viii. Stall lengths from the edge of the stall to the curb may be reduced for 90-degree parking stalls to a minimum of 18 feet. When parking stalls are located adjacent to the Site perimeter, stall lengths may be reduced for 90-degree parking stalls to a minimum of 18 feet only when a minimum two-foot overhang exists over a landscaped area or a minimum five-foot-wide private sidewalk.

ix. All parking areas shall be separated at least eight feet from buildings, in order to allow room for sidewalks, landscaping, and other plantings between the building and the parking area.

x. Garages shall be limited to eight spaces per structure to avoid a continuous row of garages. Detached garages shall be integrated in design with the principal building architecture, and shall incorporate similar and compatible forms, scale, materials, color, and details.

xi. Carports and similar shade structures providing shade for parking spaces shall be limited to 16 contiguous spaces per structure.

Justification: This mixed-use PAD prioritizes pedestrian connectivity, which supports reduced parking requirements for multifamily uses and contributes to the efforts to minimize the footprint of the parking lot in support of walkability. The proximity of the multifamily uses along Verrado Way and the employment, education, and commercial destinations along it, combined with the interconnected trail system provided in this PAD, further justify a reduced parking demand. This PAD also allows for reduced guest parking for multifamily developments that contains a majority of studio and 1-bedroom units. Studio and 1-bedroom units do not often attract as many guests and visitors as compared to larger 2- and 3-bedroom units. These reductions are further justified when analyzing similar projects completed by Greenlight in Arizona that average peak parking ratios of 1.28 spaces per unit for fully stabilized communities.

E. Design Guidelines

1. Overall Guidelines

The design guidelines for the Commercial land use district and Multifamily land use district are provided herein. Unless otherwise noted elsewhere in this PAD, development in this PAD is exempt from the provisions in Section 5.12.2 of the Buckeye Development Code. The following design guidelines are applicable to all future development in the PAD.

a. Street Design and Character.

i. **Street Tree/Furniture Area.** The street tree/furniture area shall have a minimum width of six feet and shall be continuous and generally located adjacent to the back-of-curb, or the back of the sidewalk where an attached sidewalk is provided. The area shall be planted with street trees with a spacing based on the mature canopy width of the tree species selected. The area also is intended for the placement of street furniture including seating, streetlights, waste receptacles, fire hydrants, traffic signs, bicycle racks, public utility equipment such as electric transformers and water meters, and similar elements in a manner that does not obstruct pedestrian access or motorist visibility, and subject to applicable requirements of this Code.

ii. **Clear Area.** The clear area shall be a minimum width of six feet, shall be hardscaped, and shall be located adjacent to the street tree/furniture area. The clear area shall be unobstructed by any permanent or nonpermanent element for a minimum width of six feet and a minimum height of eight feet. Additional sidewalk width located between the clear area and the building may be used for outdoor dining or seating areas.

iii. **Supplemental Zone.** A supplemental zone may be provided at the option of the applicant between the street-facing façade and the required Clear Area, to provide additional areas for outdoor dining, porches, terraces, landscaping, water features, and plazas. A supplemental zone, if provided, may be a maximum of 20 feet deep. The supplemental zone shall not provide any parking or vehicle circulation areas.

iv. **Building Placement.** At least 75 percent of the building façade facing a public street shall be brought up to the clear area, or supplemental zone if provided, except where drainage and other easement conflicts exist.

v. **Utilities.** Transformers, switchgear, and related utility service equipment shall not be located above-ground in pedestrian access easements.

vi. **Paving.** Paving is intended to highlight or accentuate special areas along the ground plane while at the same time complementing the design of adjacent building and streetscape elements. Sidewalk paving along primary streets shall include accents areas of pavers or stamped concrete comprising a minimum of 10 percent of the paved walkway surface. All sidewalk paving shall be installed over a subgrade approved by the Public Works Department.

b. Pedestrian Circulation

A pedestrian circulation system (i.e., sidewalks, crosswalks, trails, etc.) is provided that reduces conflict between pedestrian and vehicular movements and increases pedestrian activity between residential and nonresidential uses. In addition to the sidewalks along Verrado Way, Van Buren St, and Fillmore St, an internal pedestrian circulation system is provided in this Project to supplement connectivity and enhance pedestrian connectivity by a 14-foot-wide trail easement that runs parallel and adjacent to the 42-foot-wide drainage channel easement. This trail easement connects each Development Unit in the PAD to the future commercial destinations in Development Unit A, as well as the public sidewalks along the perimeter roadways.

This PAD has potential to connect to the Maricopa Trail located on the adjacent Flood Control District of Maricopa County (FCDMC) land in the future if the FCDMC decides to install an extension of the Maricopa Trial to the sidewalk on Fillmore St.

The design standards for this pedestrian trail easement are provided below, as well as a conceptual rendering illustrating the combination of the drainage channel and trail easement.

i. Minimum 14-foot-wide trail easement shall be provided on at least one side of the drainage channel.

ii. Minimum 5-foot-wide compacted DG trail shall be provided within the trail easement.

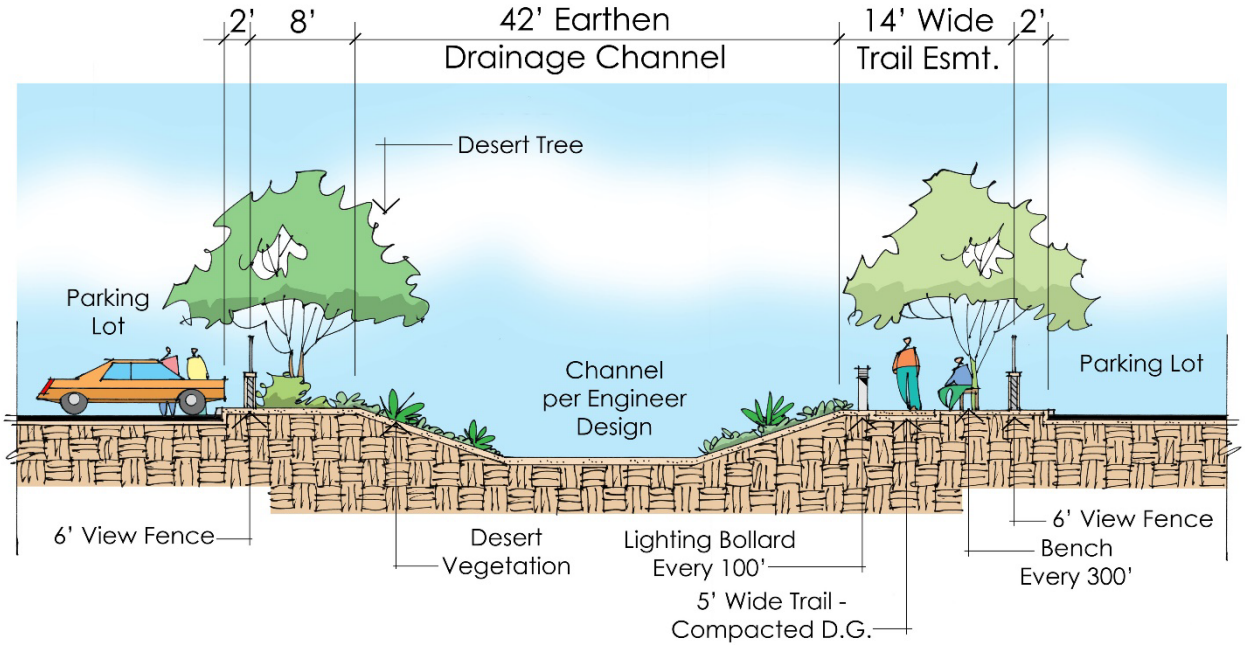
iii. Pedestrian-scaled light bollards shall be provided every 100 feet along the trail easement.

iv. Benches shall be provided every 300 feet along the trail easement.

v. A 6-foot partial view fence shall be provided along the trail easement consisting of a maximum of 3' CMU wall at the base.

vi. Minimum 8-foot-wide landscape buffer shall be provided on both sides of the drainage channel, which can be maintained within the fence line of the drainage channel and incorporated within the 14-foot-wide trail easement.

Figure 2. Conceptual Drainage Channel and Pedestrian Trail Easement Section



c. Driveways

Like parking garages, driveways are not intended to dominate the streetscape of a development. These requirements are intended to promote pedestrian-oriented design that minimizes conflict with vehicular uses. Curb cuts shall be limited as per the Engineering Design Standards (EDS). Requests for additional curb cuts beyond this amount will be reviewed and determined based on demonstrated need and safety considerations.

d. Material and Delivery Loading Areas

Material and delivery service areas, while necessary, are to be screened as completely as possible from the adjacent streets.

e. Architectural Theme

The architectural features throughout the PAD shall vary. However, a consistent architectural theme and character shall be maintained across the PAD to establish an appropriate level of cohesion and consistency between developments.

i. Development shall feature a contemporary architectural style.

ii. i2 common materials and 2 specified paint colors shall be utilized for over 35% of each building façade, which shall be established by the first site plan approval in the PAD.

iii. Neutral earth tones shall be utilized for the majority of building facades with a maximum of two differentiating accent color and two differentiating accent material that may be utilized for each Development Unit.

iv. Common perimeter walls and fencing materials shall be utilized for each Development Unit.

v. Common canopy or similar features should be utilized across each Development Unit in the PAD for both functional and architectural shade.

2. Development Unit A (Commercial)

Design guidelines for commercial development shall be in accordance with Section 5.8 of the City of Buckeye Development Code except as modified by this PAD.

a. Convenient Pedestrian Access

Commercial buildings should be orientated on the site and designed to be conveniently accessible for pedestrians from the public sidewalk.

b. Drive-throughs

Drive-through facilities shall be limited to a maximum of one (1) within the PAD, and are not permitted within 200 feet of Fillmore St. Permitted drive-through facilities shall be designed to minimize the visual impact of the queuing lanes and maintain safe pedestrian access from Verrado Way.

i. Drive-through lanes shall not be located at the corner of any intersection of two public streets.

ii. All drive-through menu boards, speaker boxes, or other features inherent to drive-through uses must be fully screened from adjacent streets.

iii. Safe pedestrian access shall be provided from the public sidewalk along Verrado Way.

iv. Landscaping shall be designed to screen the view of the queuing lanes from Verrado Way.

v. Drive-through windows shall be covered by a canopy that extends the full width of the pickup lane and architecturally integrated with the design of the building.

c. Convenience Store with Gas Sales

A convenience store with gas sales shall be limited to a maximum of one (1) within the PAD. The following design criteria shall apply for the development of a gas station:

i. A canopy over the fueling stations shall be provided.

ii. The convenience store and fueling station canopy shall be designed consistent with the Design Guidelines outlined in this PAD.

iii. A convenience store with gas sales shall be limited to a site no more than 2 acres in size.

iv. Fueling station canopy heights shall be below the building height of the associated convenience store.

v. A minimum 16-foot landscape buffer shall be provided along any street-facing frontage, and shall include increase landscape requirements with at least 20% additional plantings than otherwise required as prescribed in this PAD and the City of Buckeye Development Code to effectively screen the fueling station canopy from the public sidewalk.

d. Glazing

A minimum of 50% of any street-facing ground floor frontage shall be glazed. Such glazing should generally include some shading mechanism, such as recessed windows, awnings, shade fins, and/or other methods that increase the cooling efficiency of the building.

3. Multifamily (General)

Design guidelines for multifamily development shall be in accordance with Section 5.7.6 of the City of Buckeye Development Code except as modified by this PAD.

a. Building Articulation

The street-facing building facades located within the maximum 20-foot setback shall incorporate architectural articulations and embellishments to avoid long continuously flat facades. These articulations can be accomplished through a combination of the following:

i. Wall plane offsets of at minimum 12 inches

ii. Color shifts or accents

iii. Variations in materials

iv. Façade projections inclusive of shade elements

v. Variation in roof forms/parapets of at least 2 feet over 50 feet

vi. Balconies inclusive of Juliet balconies

vii. Bay or box windows

viii. Porches or covered entries

ix. Dormers

x. Variation of window sizes and shapes

xi. Vertical elements that demarcate building modules

b. Stepbacks/Stepdowns

The height of each multi-family building taller than 40 feet shall be stepped down from its highest roofline at least one full story on any end of the building located within 50 feet of an area zoned or used for single-family residential.

c. Glazing

Street-facing building facades located within the maximum 20-foot setback shall average a minimum of 15% glazing. Such glazing should generally include some shading mechanism, such as recessed windows, awnings, shade fins, and/or other methods that increase the cooling efficiency of the building.

d. Roof Form

Multi-family residential buildings shall be designed to avoid any continuous roofline longer than 50 feet. Rooflines longer than 50 feet shall include at least one vertical change of at least two feet. Height at corners and at primary entrances of buildings shall be accentuated.

e. Facades and Detail Elements

Buildings and building elements within a single development/parcel shall maintain a consistent and cohesive look and feel, including consistent color palettes and other architectural details.

f. Representative Images

The following figure provides representative images of multifamily development planned for this PAD. It should be noted that these images do not necessarily indicate the precise color, finishes, and materials that will be incorporated with the multifamily buildings, but rather these images represent the general scale, size, and massing that is expected for each multifamily development unit in this PAD. All buildings within this PAD will feature flat roofs and contemporary materials and finishes consistent with the general aesthetic anticipated for The Landing Specific Area Plan.

Figure 3. Representative Image for Multifamily Development

Representative image of a 5-story building concept

F. Fences, Walls, and Screening

Fences, walls, and screening shall be in compliance with Section 5.4.5 of the City of Buckeye Development Code except as modified by this PAD.

1. The perimeter of each multifamily development/parcel may be secured by a combination of building facades, block wall, and/or view fencing.
2. Adjacent to streets, building facades shall serve as the primary fencing mechanism. Any perimeter fence line along public streets shall be setback from the street-facing façade a minimum of 5 feet.

G. Signage

Signage shall be in compliance with Section 5.11 of the City of Buckeye Development Code except as modified by this PAD.

1. Freestanding sign dimensions shall not exceed the dimensions established in **Table 3** below.

Table 3. Maximum Size Allowed for Freestanding Signs

Uses	Maximum Sign Height (Feet)	Maximum Sign Area (Square Feet)
Residential Neighborhood Identification	6	48
Multi-Family Single-Tenant Standalone Office	8	48
Multi-Tenant Office	10	40
Single-Tenant Commercial Mixed Use	15	32
Multi-Tenant Commercial	20	72

H. Infrastructure

Water

This project will utilize water demands of 1,500 gpd/acre for the commercial lot and 240 gpd/unit for the multifamily lots. These values were provided by the City of Buckeye as the current standard over the publish values.

An 8-inch private onsite water main will be installed in the private access drive. The main will connect to the 16-inch main in Verrado Way and the 20-inch main in Fillmore Street. This main will provide fire sprinklers, domestic water and landscape water services along with fire hydrants.

Along Fillmore Street and Van Buren Street, the domestic water, landscape water and fire sprinkler services will be provided via Commercial T-Main connections per City of Buckeye standard detail 31370. The T-Mains will connect to the existing 20-inch public water main in Fillmore Street and the existing 20-inch public water main in Van Buren Street. There will be no requirement to add a parallel distribution main in any of the adjacent perimeter streets.

Wastewater

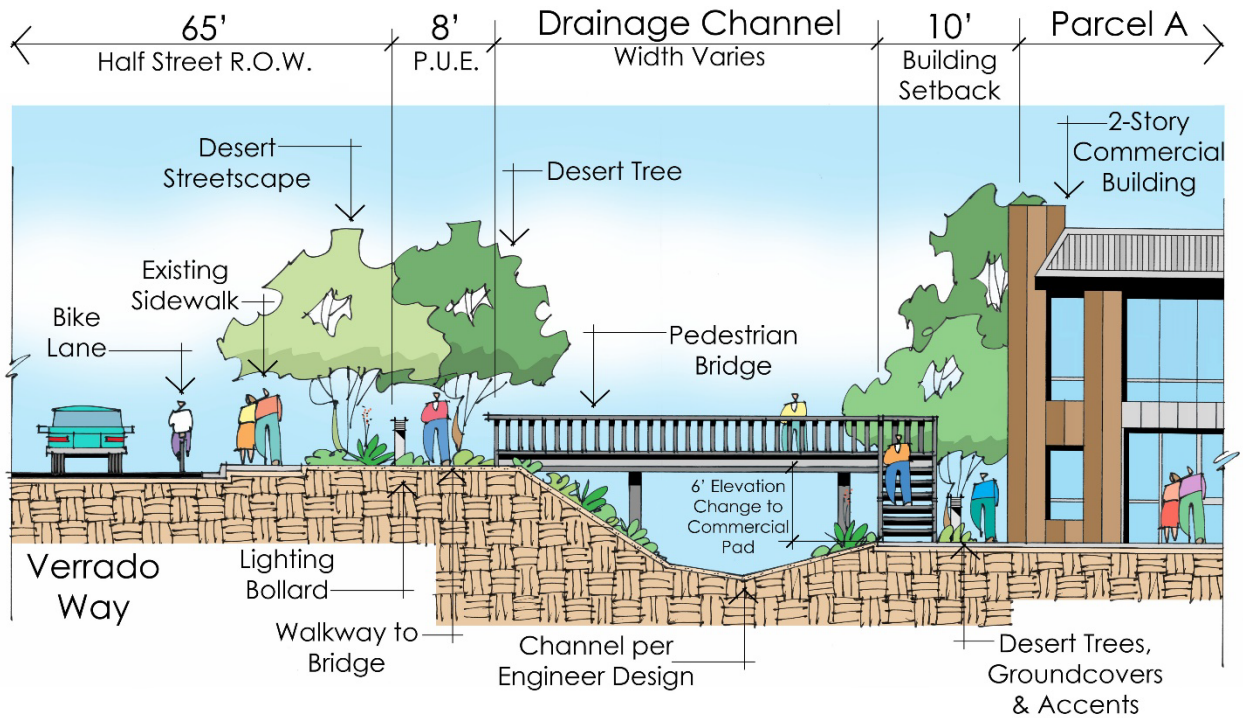
A new 8-inch private sewer main will be installed in the private access drive. The new 8-inch sewer main will connect to the existing 15-inch sewer main in Verrado Way. This sewer main will provide services for the commercial lot and the two western multifamily lots.

The multifamily lots along Van Buren will be provided sewer service connections to the existing 8-inch public sewer main in Van Buren Street.

This development currently does not plan to utilize the existing 8-inch public sewer main in Fillmore Street. Discharging to the 8-inch public sewer main in Fillmore Street may be reevaluated with the onsite development.

Drainage

This project is impacted by existing offsite stormwater flows within a wash that diagonally bisects the Site. The area along Verrado Way also currently contains a wide Slope & Drainage Easement that captures and retains stormwater from Verrado Way and from that flowing across the street. There is a major box culvert under Verrado Way and approximately 300 feet south of Fillmore St that sends stormwater from the West-MEC Southwest Campus to our Site, making water retention and drainage a challenge. Another drainage challenge this Site faces is that the Site sits lower than the elevation of Verrado Way. For this reason, the existing Slope & Drainage Easement along Verrado Way must be maintained. The graphic below provides a conceptual rendering illustrating how the existing Slope & Drainage Easement may be aesthetically integrated with commercial development on Development Unit A, and suggests how pedestrian connectivity can be maintained between Verrado Way and the PAD.



To make this Site more developable, the flows across the Site will be rerouted within a combination of earthen drainage channel and box culverts from Verrado Way to the ultimate outfall point at the southeast corner of the Site. Due to the channelization of the flows the new channels will be below the ultimate outfall elevation. The volume of trapped water will be dissipated via drywells and allocated as part of the retention volume requirements for the streets. The retention volume within the channel will not be used to offset the onsite retention volume requirement for the lots.

The retention volume requirement for the lots has been allowed to be reduced to “Pre. Vs Post Plus 25%” instead of the 100-year, 2-hour retention volume. This is because the outfall from the lots are to the drainage channel and not to a public roadway. The proposed retention volume would be a decrease from the historic discharge from the Site. The retention would also provide for cleaning of the stormwater runoff generated by small storm events.

Circulation

This Project will be served primarily by the perimeter roads – Verrado Way, Fillmore St, and Van Buren St. Verrado Way is classified as a Major Arterial. This project will dedicate an additional five feet of ROW along the east side of Verrado Way for a total half-street right-of-way of 70 feet (plus an additional 5 feet where right-turn lanes exist and an 8-foot PUE) and designed per City of Buckeye standards for a Major Arterial.

The City of Buckeye is also performing median enhancements in Verrado Way as part of a Capital Improvement Plan project between July 2024 and June 2025 to further enhance the aesthetics of Verrado Way. This project is proposing only one median break along Verrado Way near the center of the Site, roughly equidistant between Van Buren St and Fillmore St, for ¾ turning movements.

Fillmore St is not provided a street classification on the City's Transportation Master Plan. This project will dedicate an additional five feet of ROW for a total of 40 feet of right-of-way on the south side of the Fillmore St alignment as needed, plus an additional 5 feet where right turn lanes are required and an 8-foot PUE. This project will maintain at least four access driveways connecting to Fillmore St, which would provide access to Development Units A, C, and E. These driveways should align with any development that occurs north of Fillmore St where appropriate. Fillmore St comes to a dead end at the east side since it does not cross the White Tanks Flood Retarding Structure (FRS) No. 4.

Van Buren St is not provided a classification in the City's Transportation Master Plan. However, this project will dedicate a total of 75 feet of right-of-way on the north side of the Van Buren St alignment. This dedication will encompass the existing public water and sewer easements. This Project will maintain at least two access driveways connecting to Van Buren St at the opening of interim conditions, providing access to Development Units B and D. Van Buren St comes to a dead end at the east side since it does not cross the White Tanks Flood Retarding Structure (FRS) No. 4. However, it is anticipated that Van Buren St will ultimately curve to the south in the future and connect to Yuma Rd.

Pedestrian connectivity is provided throughout the Site both along the public sidewalks, as well as through the trail adjacent to the new earthen channel internal to the Site and connects each Development Unit to the commercial opportunities along Verrado Way. This trail is indicated on the Land Use Plan in Exhibit B. This trail will be contained within a 14-foot-wide trail easement, which will be maintained by a Property Owners' Association.

I. Public Services

This Site is serviced by the City of Buckeye Fire Department and Police Department. There is a City of Buckeye Police Department located just two miles southwest and a Fire Station (703) located just one mile north on Verrado Way.

The Site is within the Liberty Elementary School District and Buckeye Union High School District. Both school districts were notified of the proposed PAD per the City of Buckeye Development Code. Both school districts confirmed that they have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development. The Liberty Elementary School District is currently constructing a new facility at 183rd Avenue and Lower Buckeye Rd that will be completed in 2025 and will support the future school-aged population residing within PAD.

J. Phasing

The phasing of this development will be determined based on market conditions, with the internal road bordering the commercial use in Development Unit A being developed in the first phase. The off-site improvements will be constructed in accordance with the adjacent Development Units. The full length of the half-street improvements along Van Buren St will be constructed in accordance with Development Units B or D, whichever comes first, and the full length of the half-street improvements along Fillmore will be constructed in accordance with Development Units A, C, D, or E, whichever comes first.

K. Justification

The following describes how this PAD addresses the criteria for approval pursuant to the City of Buckeye Development Code section 8.6.5.D.

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.*

   This PAD implements a higher standard of urban living within a key focal point in the City of Buckeye. The City is pursuing a Specific Area Plan for The Landing, which is envisioned to be the West Valley's premier destination for all things recreation, entertainment, working, shopping, and living. This PAD blends the market driven conditions on the property with the elevated urban vision and form envisioned for the area through the use of urban design guidelines and standards as compared to a traditional suburban development. This PAD exceeds and improves upon the baseline standards in the Development Code, including, but not limited, to following:

   - Reduces and restricts wide building setbacks uncharacteristic of urban areas by establishing maximum building setbacks and building placement along street frontages and pedestrian paths.
   - Restricts parking between the building frontage and public streets.
   - Requires cohesive and compatible designs across separate developments.
   - Creates an internal pedestrian trail system that connects multifamily residents to commercial destinations.
   - Increases open space requirements.
   - Minimizes that area that will be consumed by parking.
   - Restricts and sets parameters around auto-oriented uses, such as drive-throughs and gas stations.
   - Enhanced design criteria for multifamily development, including increased articulation and other design requirements.
   - Fosters a mix of attainable workforce housing with luxury housing supporting a broad range of income levels.

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 consistent with the Gateway Activity Center land use designation in which the property is located. This PAD is also consistent with the following goals and policies within the General Plan:

   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.*

   This PAD incorporates the majority of the Residential Mixed-Use zoning district standards, allowing for a wide array of uses, including both commercial and residential development. Additionally, it is the intent of this project to provide housing for a range of income levels, encouraging residents of all backgrounds to live, work, and play within the immediate area.

   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.*

   The proposed mixed-use community supported in this PAD is centered within the Gateway Activity Center and adjacent to other major commercial and employment destinations along Verrado Way, including the Buckeye Parkway Center and West-MEC Southwest Campus, together establishing what will become a vibrant, dynamic, synergistic energy for the future Landing Buckeye SPA.

   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.*

   The residential densities within this PAD are in excess of 15 dwelling units per acre.

   Goal G-17: *Buckeye has a diverse stock of housing types, styles, and options for all incomes.*

   The Greenlight Verrado PAD calls for a mix of attainable/workforce residential units and "Class-A" luxury residential units, providing housing opportunities and options for a wide range of income levels.

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;*

   The water, sewer, and drainage memos, as well as the Traffic Impact Analysis submitted with this PAD application confirm that the City has capacity to service this project without adversely affecting existing development in the City.

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;*

   This PAD will not have adverse impacts on the natural environment. The existing wash that bisects the Site will be appropriately channelized and discharged.

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*

   This PAD will not have significant adverse impacts upon the other properties in the vicinity as proven in the water, sewer, drainage memos and the Traffic Impact Analysis submitted with this application.

6. *Future uses on the subject tract(s) will be compatible with uses on other properties in the vicinity of the subject tract.*

   The future uses will be highly compatible with the other properties in the vicinity of the PAD. In fact, this project is likely to greatly support those existing developments by providing teachers and administrators at the adjacent educational facilities affordable and walkable places to live, while generating a greater population density and customer base for the commercial plaza to the north generating greater economic opportunities for Buckeye businesses.

EXHIBIT A
Legal Description

LOT FIVE (5) AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4), EXCEPT THE EAST 660 FEET THEREOF, OF SECTION SIX (6), TOWNSHIP ONE NORTH (T1N), RANGE TWO WEST (R2W), GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT FIVE, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE SOUTH 89°26'25" EAST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 44°30'04" WEST, A DISTANCE OF 63.71 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 330.80 FEET;

THENCE NORTH 89°33'55" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 816.58 FEET;

THENCE NORTH 45°30'18" EAST, A DISTANCE OF 42.37 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 1,451.53 FEET TO A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", A DISTANCE OF 33.69 FEET TO A REVERSE CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 125°13'34";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.21 FEET;

THENCE ALONG A NON-TANGENT LINE, SOUTH 89°25'30" EAST, A DISTANCE OF 7.97 FEET;

THENCE SOUTH 00°20'05" WEST, A DISTANCE OF 154.00 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 155.08 FEET;

THENCE SOUTH 00°17'55" WEST, A DISTANCE OF 688.04 FEET;

THENCE NORTH 89°28'02" WEST, A DISTANCE OF 47.27 FEET;

THENCE NORTH 00°00'07" EAST, A DISTANCE OF 24.34 FEET;

THENCE NORTH 89°28'21" WEST, A DISTANCE OF 340.20 FEET;

THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 504.09 FEET;

THENCE NORTH 89°26'25" WEST, A DISTANCE OF 1,318.07 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND AS CONVEYED BY THAT CERTAIN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2010-0225166 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT FIVE, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE NORTH 00°26'05" EAST, ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 276.00 FEET;

THENCE SOUTH 89°26'25" EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89°26'25" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00°26'05" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°26'25" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF **BEGINNING**.

SAID NET PARCEL CONTAINS 2,006,423 SQUARE FEET OR 46.061 ACRES, MORE OR LESS.

EXHIBIT B
Land Use Plan

Land Use Plan Data:

Project Area: 49.34 Gross Acres/41.87 Net Acres
Jurisdiction: City of Buckeye
Existing Zoning:Planned Residential (PR)
Proposed Zoning: Planned Area Development (PAD)

Proposed Land Uses:

Parcel:	Use:	Gross Ac:	Net Ac:	Units:	Gr. Density:	Net Density:
A.	Commercial	5.65	3.59	N/A	N/A	N/A
B.	Traditional MF	14.95	12.12	291	19.5	24.0
C.	Traditional MF	15.48	13.97	335	21.6	24.0
D.	Attainable MF	6.53	5.72	308	47.2	53.8
E.	Water Campus	6.73	6.47	N/A	N/A	N/A
Totals:		49.34	41.87	934		

Notes:
1. Density Calculations are rounded to nearest tenth.
3. Unit Count rounded to the neaest whole number.
4. All calculations and dimensions are approximate.
5. Project shall comply with City of Buckeye engineering design standards and requirements unless modified by PAD.

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RVi
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

GREENLIGHT VERRADO • **LAND USE PLAN**

BUCKEYE
12/18/2024
23006859

0 50' 100' 200'
SCALE: 1" = 100'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit E

Citizen Participation Report

for

Greenlight Verrado PAD

Northeast Corner of Verrado Way and Van Buren St

PLZZ-24-0011

Submitted: February 6, 2025

Prepared by:
Gilbert Blilie PLLC
701 N 44th St
Phoenix, AZ 85008
480.429.3000
Contact: Jeff Blilie / Kurt Waldier

Prepared for:
Greenlight Communities
8135 E. Indian Bend Road, Suite 101
Scottsdale, AZ 85250
480.609.6779

A. Project Overview

Gilbert Blilie PLLC, on behalf of Greenlight Communities ("Greenlight"), has submitted a Rezone Application for a mixed-use development across a 49.2 acre site at the northeast corner of Verrado Way and Van Buren St (the "Site"). The Site is further identified as Assessor Parcel Number 502-35-002K. The purpose of this request is to rezone the Site from Planned Residential (PR) to a Planned Area Development for a mix of commercial and multifamily uses. Greenlight is a reputable, local development group and design team that delivers high-quality residential and commercial projects with innovative design features and exceptional lifestyle amenities that will enhance the Verrado Way corridor. The proposed Greenlight Verrado (the "Project") is a high-quality mixed-use development consisting of 5.7 acres of commercial along Verrado Way and 934 multifamily residential units across 36.9 acres (25.4 du/ac). The remaining 6.7 acres will be dedicated to the City of Buckeye to expand the adjacent water campus.

B. Purpose

The purpose of this Citizen Participation Report is to provide a summary of the public notification and outreach efforts completed during the process of this Rezoning application in compliance with the City of Buckeye Development Code.

C. Notification

An initial notification letter was mailed via first class mail to all adjacent property owners within 500 feet of the subject site, as well as the nearby Blue Horizon HOA located approximately 1,000 feet to the southeast of the site. This initial contact letter provided a brief description of the proposed Greenlight Verrado PAD project, an invitation to a scheduled neighborhood meeting, and project contact information for recipients to direct any questions, comments, and concerns about the application. The list of contacts which were mailed this initial notification letter is provided in **Appendix A**. A copy of the initial notification letter is provided in **Appendix B**.

Upon scheduling the public hearings, the applicant completed the following notification efforts to notify neighbors and other interested parties of the upcoming public hearings related to the project:

- Delivered via first class mail a second notice to all property owners and the Blue Horizon HOA
- Posted a legal ad in the Arizona Republic
- Posted two signs on the property adjacent to the public rights-of-way

A copy of the public hearing notification letter, sign posting, and legal ad are provided in **Appendix C**.

D. Neighborhood Meeting

The applicant scheduled and attended a neighborhood meeting to discuss the project and address any questions, comments, and concerns from interested parties on Thursday, December 19th, 2024 at 5:30 PM at the Buckeye Public Library, Coyote Branch. However, no neighbors or other interested parties attended the meeting nor submitted any inquiries regarding the application.

E. Summary of Public Participation

No public comments or other inquiries were submitted to the applicant nor City of Buckeye in relation to this application.

F. Schedule

PAC	5/2/2024
First PAD Application Submittal	8/27/2024
Notice of Neighborhood Meeting (via mailing)	11/27/2024
Neighborhood Meeting	12/19/2024
Notice of Public Hearings (Mailing)	1/31/2025
Notice of Public Hearings (Legal Ad)	2/5/2025
Notice of Public Hearings (Sign Posting)	2/5/2025
Final Citizen Participation Report	2/6/2025
Planning Commission Hearing	2/25/2025
City Council Hearing	3/18/2025

Appendix A

CITY OF BUCKEYE
530 E MONROE AVE
BUCKEYE, AZ 85326

BUCKEYE UNION HIGH SCHOOL DIST 201
1000 E NARRAMORE AVE
BUCKEYE, AZ 85326

BANNER HEALTH
2901 N CENTRAL AVE 160
PHOENIX, AZ 85012

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
2801 W DURANGO ST
PHOENIX, AZ 85009

SUMMIT COMMUNITY LUTHERAN CHURCH
14545 W INDIAN SCHOOL RD STE 900
GOODYEAR, AZ 85395

ARIZONA PUBLIC SERVICE COMPANY
PO BOX 53999 MS 9565
PHOENIX, AZ 85072

LIBERTY ELEMENTARY SCHOOL DISTRICT
19871 W FREMONT RD
BUCKEYE, AZ 85326

WESTERN MARICOPA EDUCATION CENTER DIST NO 402
4949 W INDIAN SCHOOL RD
PHOENIX, AZ 85301

BLUE HORIZONS COMMUNITY ASSOCIATION
7740 N 16TH STR STE 300
PHOENIX, AZ 85020

HIGHSTREET WEST FILLMORE (2024) APARTMENTS LTD
14545 W INDIAN SCHOOL RD STE 900
GOODYEAR, AZ 85395

GILBERT BLILIE
PLLC
ATTORNEYS AT LAW

701 NORTH 44TH STREET
PHOENIX, ARIZONA 85008-6504
FAX (480) 429-3100

Kurt Waldier
DIRECT (480) 429-3061
E-Mail Address: kwaldier@gilbertblilie.com

FILE NUMBER
100883-000001

January 31, 2025

NOTICE OF PUBLIC HEARINGS

Re: Greenlight Verrado PAD, Case Number PLZZ-24-0011
NEC Verrado Way and Van Buren St

Dear Neighbor:

This letter is being sent to you to inform you that Gilbert Blilie, on behalf of Greenlight Communities, has filed a Rezone application with the City of Buckeye Development Services Department, for a property located at the northeast corner of Verrado Way and Van Buren Street (as identified in the illustration below). Please be advised that public hearings for this request have been scheduled at the date and time provided herein.

This application is requesting to rezone the subject site from Planned Residential to a Planned Area Development (PAD) for a mix of commercial and multifamily uses. The proposed Greenlight Verrado PAD is planned for a high-quality mixed-use development across a 49.2-acre site. This PAD will provide for a mix of multifamily unit types and an approximately 5.7-acre commercial pad at the southeast corner of Verrado Way and Fillmore Street. Greenlight Communities believes that providing a diverse array of high-quality residential and commercial uses can meet the needs of the surrounding community and foster a live-work-play environment. In addition, this PAD will dedicate 6.7 acres to the City of Buckeye to expand the adjacent water campus. The land use plan submitted as part of this PAD request is enclosed for your reference.

The date and time for the public hearings are as follows:

Hearing:	**Planning Commission**
Location:	Buckeye City Council Chamber 530 E Monroe Ave Buckeye, AZ 85326
Date:	February 25, 2025
Time:	6:00 PM

Hearing:	**City Council**
Location:	Buckeye City Council Chamber 530 E Monroe Ave Buckeye, AZ 85326
Date:	March 18, 2025
Time:	6:00 PM

You are welcome to attend either or both of the public hearings to provide comments on the record or submit written feedback via email to kgalica@buckeyeaz.gov to be shared with the Planning Commission and City Council for their consideration.

For more information, you can contact me by email at kwaldier@gilbertblilie.com or call me at 480-429-3061. I would be happy to address any questions you may have about the project. You may also contact Ken Galica, Planning Manager with the City of Buckeye Development Services Department, at kgalica@buckeyeaz.gov or 623-349-6214 if you have any questions regarding the hearing process.

Sincerely,
GILBERT BLILIE PLLC

Kurt Waldier, AICP

Enclosed: Greenlight Verrado Land Use Plan

Land Use Plan Data:

Project Area: 49.34 Gross Acres/41.87 Net Acres
Jurisdiction: City of Buckeye
Existing Zoning:Planned Residential (PR)
Proposed Zoning: Planned Area Development (PAD)

Proposed Land Uses:

Parcel:	Use:	Gross Ac:	Net Ac:	Units:	Gr. Density:	Net Density:
A.	Commercial	5.65	3.59	N/A	N/A	N/A
B.	Traditional MF	14.95	12.12	291	19.5	24.0
C.	Traditional MF	15.48	13.97	335	21.6	24.0
D.	Attainable MF	6.53	5.72	308	47.2	53.8
E.	Water Campus	6.73	6.47	N/A	N/A	N/A
Totals:		49.34	41.87	934		

Notes:
1. Density Calculations are rounded to nearest tenth.
3. Unit Count rounded to the neaest whole number.
4. All calculations and dimensions are approximate.
5. Project shall comply with City of Buckeye engineering design standards and requirements unless modified by PAD.

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Tel: 480.994.0994
www.rviplanning.com

GREENLIGHT VERRADO • **LAND USE PLAN**

BUCKEYE
12/18/2024
23006859

0 50' 100' 200'
SCALE: 1" = 100'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

azcentral.

Public Notices

Originally published at azcentral.com on 02/05/2025

City of Buckeye
City of Buckeye
NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, February 25th, 2025, and the Buckeye City Council will hold a public hearing on Tuesday, March 18, 2025,for the purpose of hearing all persons for or against the request described below. Both hearings will be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 starting at 6:00 p.m., on their respective dates.

Case No. PLZZ-24-0011: Request by Jeff Blilie, Gilbert Blilie PLLC, on behalf of Greenlight Communities for the approval of a rezone to amend the City of Buckeye Zoning Map from Planned Residential to a Planned Area Development (PAD) for approximately 49.2 acres located at the northeast corner of Verrado Way and Van Buren Street. The proposed Greenlight Verrado PAD will provide for a mix of multifamily unit types and an approximately 5.7-acre commercial pad at the southeast corner of Verrado Way and Fillmore Street. In addition, this PAD will dedicate 6.7 acres to the City of Buckeye to expand the adjacent municipal water campus.

For additional information, please contact Ken Galica, Planning Manager, City of Buckeye Development Services Department at (623) 349-6214.

February 5 2025
LAZS0232670

Appendix C

City of Buckeye
PUBLIC HEARING
PLANNING & ZONING COMMISSION: February 25, 2025 at 6:00 PM
CITY COUNCIL: March 18, 2025 at 6:00 PM
LOCATION OF HEARINGS:
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Rezone from Planned Residential to a Planned Area Development (PAD) for a mix of commercial and multifamily uses
GENERAL LOCATION: Northeast corner of Verrado Way and Van Buren Street
SIZE: 49.2 acres
CASE #: PLZZ-24-0011
APPLICANT/CONTACT: Kurt Waldier, Gilbert Blilie PLLC
PHONE: 480-429-3061
Development Services Department: 623-349-6211
Posting Date: 2/5/25
February 5, 2025 at 7:31 AM
+33.453600,-112.504135
N Verrado Way
Buckeye AZ 85326
United States
Maps

Appendix C

City of Buckeye
PUBLIC HEARING
PLANNING & ZONING COMMISSION: February 25, 2025 at 6:00 PM
CITY COUNCIL: March 18, 2025 at 6:00 PM
LOCATION OF HEARINGS:
530 E. Monroe Avenue, Buckeye, AZ 85326
REQUEST: Rezone from Planned Residential to a Planned Area Development (PAD) for a mix of commercial and multifamily uses
GENERAL LOCATION: Northeast corner of Verrado Way and Van Buren Street
SIZE: 49.2 acres
CASE #: PLZZ-24-0011
APPLICANT/CONTACT: Kurt Waldier, Gilbert Blilie PLLC
PHONE: 480-429-3061
Development Services Department: 623-349-6211
Posting Date: 2/5/25
February 5, 2025 at 7:19 AM
+33.450575,-112.504015
323 N Verrado Way
Buckeye AZ 85326
United States
Maps

Exhibit F

2R PLZZ-24-0011 RECEIVED NOV 15 2024 AI

431

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for PAD rezoning for the development of a mixed-use development has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Liberty Elementary School District, Buckeye Union High School District

Case No: PLZZ-24-0011 Planner: Ken Galica
Request: PAD Rezoning Acreage/Parcel Size: 49.2
Current Density Allowed: 0.1 du/ac Density Proposed: 25.4 du/ac
Total number of residential units proposed: 934

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate school facilities existing, or planned to be constructed in time, to accommodate the projected number of students from the proposed development?

Yes ☑ No ☐

If answered no to the previous question, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☑
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☑

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: 11/5/24
School District: Buckeye Union High School District
District Superintendent: Dr. Steve Bebee
Phone #: (623) 269-1010
E-mail: jeff.simmons@buhsd.org
Signature: Jeffrey M. Simmons, Assoc Supt of Operations

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.

2R PLZZ-24-0011 RECEIVED NOV 15 2024 AL

BUCKEYE, AZ

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for PAD rezoning for the development of a mixed-use development has been submitted to the City of Buckeye Planning and Zoning Division, for review. This application will increase the projected number of students for the school district/s within the boundaries of the development. The school district/s applicable to this development are: Liberty Elementary School District, Buckeye Union High School District

Case No: PLZZ-24-0011 Planner: Ken Galica
Request: PAD Rezoning Acreage/Parcel Size: 49.2
Current Density Allowed: 0.1 du/ac Density Proposed: 25.4 du/ac
Total number of residential units proposed: 934

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.

Blue Horizon is currently at full capacity. District is constructing another school at 183rd Ave & Lower Buckeye. Rooftop donations would help with the District funding.

Is a school site within the proposed development needed? Yes ☐ No ☒
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through an agreement? Yes ☐ No ☒

If answered yes, please explain below:

_____

If additional writing space is needed, please attach pages to this form

Date Reviewed: 11/7/24
School District: Liberty ESD
District Superintendent: Dr Conr Monroe
Phone #: 623-474-6652
E-mail: ryoung@libertyaz.org

Signature: Bob Young for Conr Monroe

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.

From: Robert Young
To: Kurt Waldier
Subject: Re: Greenlight Verrado Certificate of Adequate School Facilities
Date: Friday, November 8, 2024 8:44:37 AM
Attachments: image001.png

Then I would say yes. Thanks Kurt!
Thank you,

On Thu, Nov 7, 2024 at 3:31 PM Kurt Waldier <kwaldier@gilbertblilie.com> wrote:

> Great. Thank you, Bob.
>
> Does that change your answer to the first question on the form you completed then?
>
> "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?"
>
> The first unit at our proposed multifamily community likely won't be rented until at least sometime in 2026, so well after the new school is constructed.
>
> Kurt Waldier, AICP
> Planning Consultant
> **GILBERT BLILIE PLLC**
> 701 N. 44th Street | Phoenix, AZ 85008
> Direct: 480.429.3061 | Main: 480.429.3000
> **Email: kwaldier@gilbertblilie.com**
> **Assistant: Elizabeth Finefrock** 480.429.3077 **| efinefrock@gilbertblilie.com**
>
> ---
>
> **From:** Robert Young <ryoung@liberty25.org>
> **Sent:** Thursday, November 7, 2024 2:54 PM
> **To:** Kurt Waldier <kwaldier@gilbertblilie.com>
> **Subject:** Re: Greenlight Verrado Certificate of Adequate School Facilities

There should be seats available there, to the best of our knowledge!

Bob Young

Sent from my iPhone

On Nov 7, 2024, at 2:50 PM, Robert Young <ryoung@liberty25.org> wrote:

Thank you for your email. I will return on November 12th

--

Thank you,

IMPORTANT & CONFIDENTIAL: This message is from the Liberty Elementary School District No. 25 and is for the intended recipient only. It may be privileged and confidential information exempt from disclosure under applicable law. If you are not the intended recipient, any copying, use, or distribution is prohibited. If you received this message by mistake, please email me by responding to this email or call me at 623.474.6600 and destroy the original message. Thank you.

DISCLAIMER: This email, including attachments, is to be considered a public record. Any email sent to my email address, responding to this email, or otherwise, may be subject to release to members of the public or the media pursuant to an appropriate public records request.

Gilbert Blilie Legal Notice:
Please note that my email has changed. Please update your contact information for me to include my new email address listed in my signature above.
This electronic message (including any attachment) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, is confidential, and may be legally privileged. Also, email is not a secure form of communication and as such can be intercepted by entities not connected with either party included on the email. If this email has been sent to you in error, please reply to advise the

sender of the error and then immediately delete this message.

IMPORTANT & CONFIDENTIAL: This message is from the Liberty Elementary School District No. 25 and is for the intended recipient only. It may be privileged and confidential information exempt from disclosure under applicable law. If you are not the intended recipient, any copying, use, or distribution is prohibited. If you received this message by mistake, please email me by responding to this email or call me at 623.474.6600 and destroy the original message. Thank you.

DISCLAIMER: This email, including attachments, is to be considered a public record. Any email sent to my email address, responding to this email, or otherwise, may be subject to release to members of the public or the media pursuant to an appropriate public records request.

From:	Kurt Waldier
To:	Robert Young
Bcc:	GREENLIGHT COMMUNITIES_ LLC_Van Buren and Verrado _100883_000001_ Email
Subject:	RE: Greenlight Verrado Certificate of Adequate School Facilities
Date:	Thursday, November 7, 2024 2:50:03 PM
Attachments:	image001.png

Thanks Bob.

Is the new school at 183rd and Lower Buckeye expected to be at capacity upon opening?

We of course don't know how many school-age students will be residing at the future multifamily residential community. But, will there be enough capacity/seats at the new school for any potential future students who reside at our community?

Kurt Waldier, AICP
Planning Consultant
GILBERT BLILIE PLLC
701 N. 44th Street | Phoenix, AZ 85008
Direct: 480.429.3061 | Main: 480.429.3000
Email: kwaldier@gilbertblilie.com
Assistant: Elizabeth Finefrock 480.429.3077 **| efinefrock@gilbertblilie.com**

From: Robert Young <ryoung@liberty25.org>
Sent: Thursday, November 7, 2024 11:22 AM
To: Kurt Waldier <kwaldier@gilbertblilie.com>
Subject: Re: Greenlight Verrado Certificate of Adequate School Facilities

Hi Kurt,
We plan to open the new school August of 2025. We will bus some students from Blue Horizon to the new school to help with the capacity.
Hopefully we can get everyone to have a seat!

Thank you,

On Thu, Nov 7, 2024 at 10:17 AM Kurt Waldier <kwaldier@gilbertblilie.com> wrote:

Bob,

Thank you for your quick response on completing the Certificate of Adequate School Facilities I sent you yesterday.

I do have some questions for you based on the form you filled out.

You noted that the Liberty Elementary School District does not have adequate school facilities existing, or planned to be constructed in time to accommodate the project number of students from the proposed development. I presume this is due to your comment that Blue Horizon is currently at full capacity.

However, you also note that the District is constructing another school at 183rd and Lower Buckeye. When is the construction on this school planned to be completed and operational? Will the District have adequate school facilities upon the opening of this new school at 183rd and Lower Buckeye?

Thank you for your time. Feel free to give me a call at your earliest convenience if you would like to discuss further.

Best Regards,

Kurt Waldier, AICP
Planning Consultant
GILBERT BLILIE PLLC
701 N. 44th Street | Phoenix, AZ 85008
Direct: 480.429.3061 | Main: 480.429.3000
Email: kwaldier@gilbertblilie.com
Assistant: Elizabeth Finefrock 480.429.3077 **| efinefrock@gilbertblilie.com**

From: Robert Young <ryoung@liberty25.org>
Sent: Thursday, November 7, 2024 6:20 AM
To: Kurt Waldier <kwaldier@gilbertblilie.com>
Subject: Fwd:

Good morning Kurt,
Here is the requested form. Let me know if you need any other information.
Thank you,

---------- Forwarded message ---------
From: **Copier Email** <techsupport@liberty25.org>
Date: Thu, Nov 7, 2024 at 6:12 AM
Subject:
To: ryoung@liberty25.org <ryoung@liberty25.org>

--
IMPORTANT & CONFIDENTIAL: This message is from the Liberty Elementary School District No. 25 and is for the intended recipient only. It may be privileged and confidential information exempt from disclosure under applicable law. If you are not the intended recipient, any copying, use, or distribution is prohibited. If you received this message by mistake, please email me by responding to this email or call me at 623.474.6600 and destroy the original message. Thank you.

*DISCLAIMER: *This email, including attachments, is to be considered a public record. Any email sent to my email address, responding to this email, or otherwise, may be subject to release to members of the public or the media pursuant to an appropriate public records request.

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Gilbert Blilie Legal Notice:
Please note that my email has changed. Please update your contact information for me to include my new email address listed in my signature above.

> This electronic message (including any attachment) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, is confidential, and may be legally privileged. Also, email is not a secure form of communication and as such can be intercepted by entities not connected with either party included on the email. If this email has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

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2R PLZZ-24-0011 RECEIVED NOV 15 2024 AL

LEGAL DESCRIPTION
REZONING-APPLICATION
PLZZ-24-0011
CABANA BUCKEYE
BUCKEYE, ARIZONA

November 7, 2024
Job No. P7003

LOT FIVE (5) AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4), EXCEPT THE EAST 660 FEET THEREOF, OF SECTION SIX (6), TOWNSHIP ONE NORTH (T1N), RANGE TWO WEST (R2W), GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT FIVE, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6, MARKED BY A BRASS CAP IN HANDHOLE STAMPED 'TOWN OF BUCKEYE' BEARS NORTH 00°26'05" EAST, A DISTANCE OF 2645.02 FEET;

THENCE SOUTH 89°26'25" EAST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 44°30'04" WEST, A DISTANCE OF 63.71 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 330.80 FEET;

THENCE NORTH 89°33'55" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 00°26'05" EAST, A DISTANCE OF 816.58 FEET;

THENCE NORTH 45°30'18" EAST, A DISTANCE OF 42.37 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 1,451.53 FEET TO A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 55.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°05'48", A DISTANCE OF 33.69 FEET TO A REVERSE CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 125°13'34";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 120.21 FEET;

THENCE ALONG A NON-TANGENT LINE, SOUTH 89°25'30" EAST, A DISTANCE OF 7.97 FEET;

THENCE SOUTH 00°20'05" WEST, A DISTANCE OF 154.00 FEET;

THENCE SOUTH 89°25'30" EAST, A DISTANCE OF 155.08 FEET;

THENCE SOUTH 00°17'55" WEST, A DISTANCE OF 688.04 FEET;

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THENCE NORTH 89°26'25" WEST, A DISTANCE OF 1,318.07 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND AS CONVEYED BY THAT CERTAIN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2010-0225166 OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 89°26'25" EAST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89°26'25" EAST, A DISTANCE OF 200.00 FEET;

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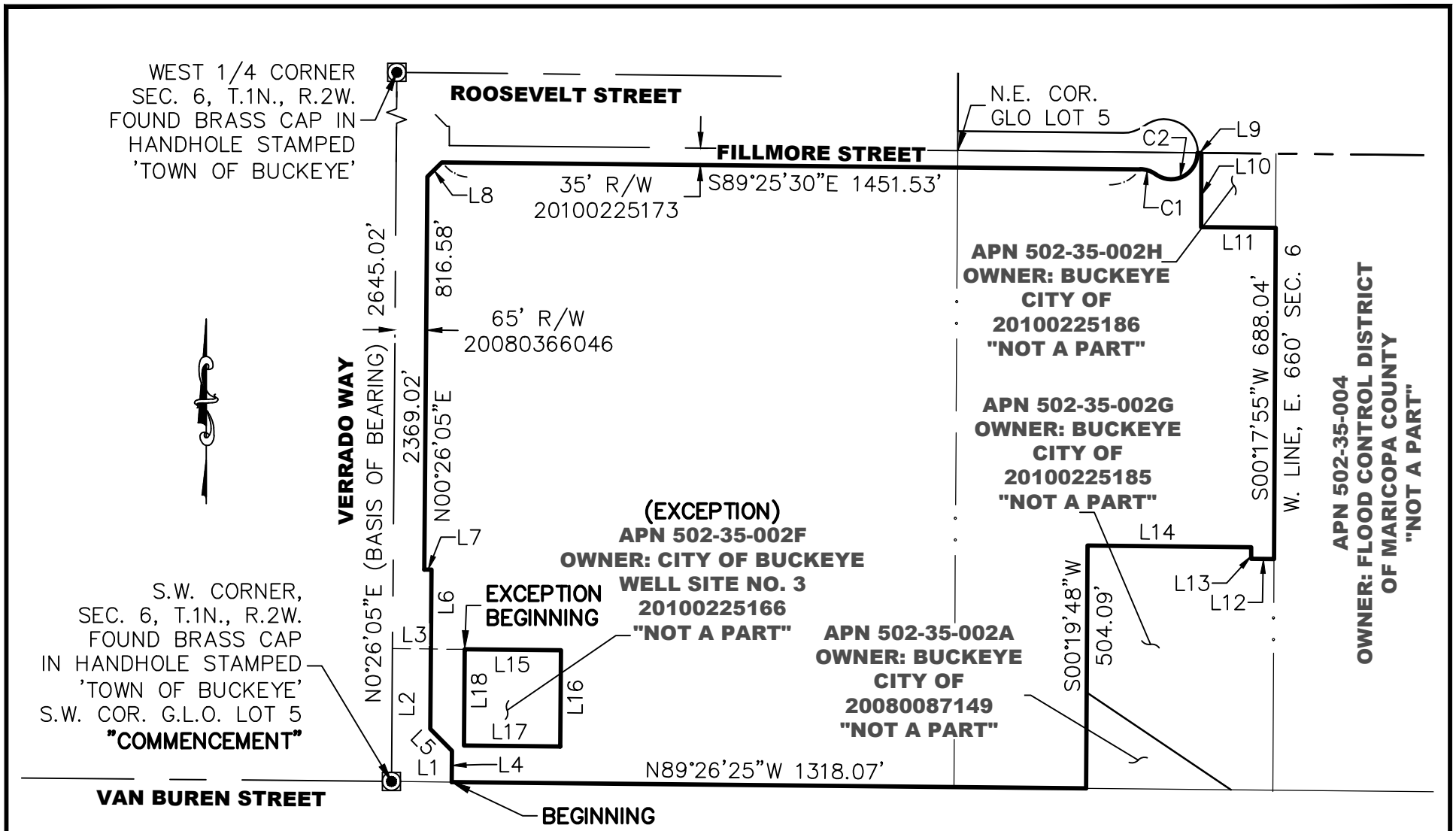
SAID NET PARCEL CONTAINS 2,006,423 SQUARE FEET OR 46.061 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
11/07/24
Date Signed
ARIZONA U.S.A.

RICK

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

LEGAL DESCRIPTION

CABANA BUCKEYE

BUCKEYE, ARIZONA

DRAWING:	BNDY–NET–EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	1 OF 2
DRAFTER:	PJE	CHK:	ELS	DATE:	11/07/24

LINE TABLE		
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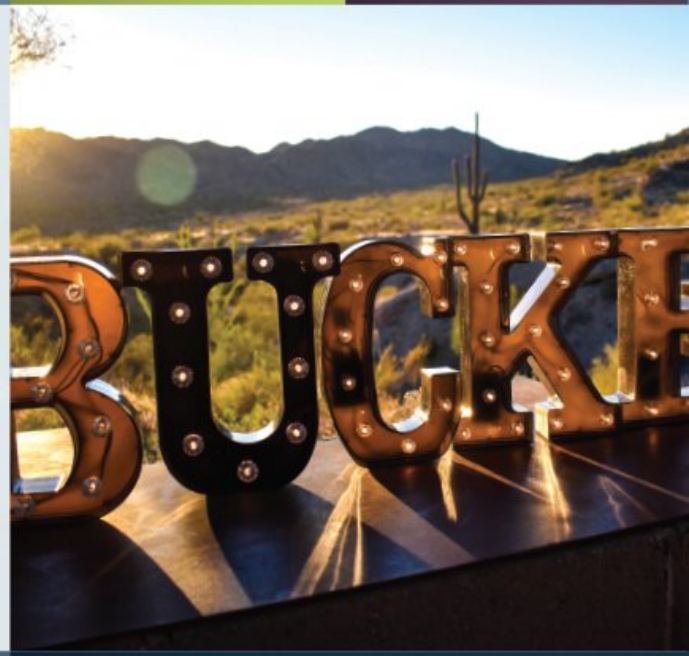
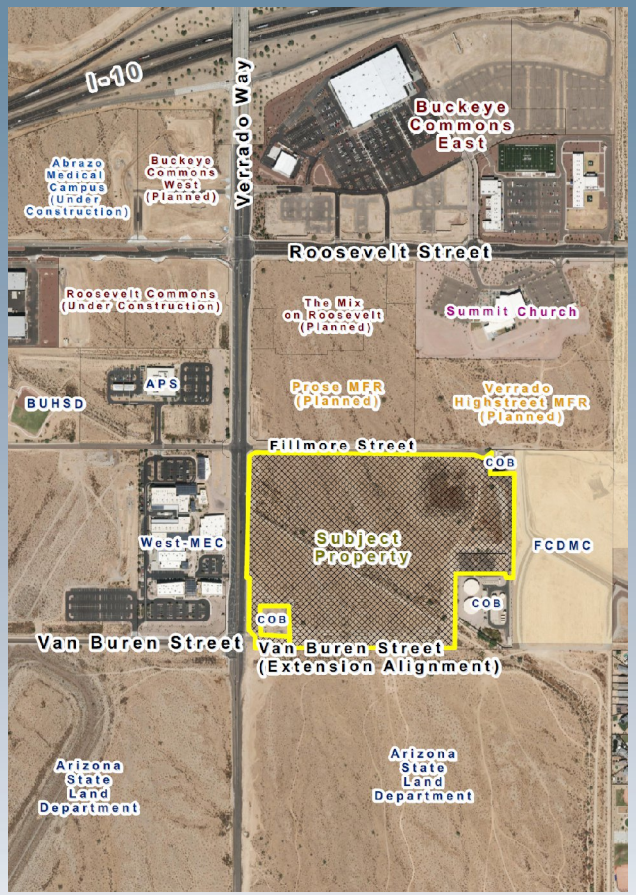
DRAWING:	BNDY-NET-EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	PJE	CHK:	ELS	DATE:	11/07/24

Greenlight Verrado
Rezoning

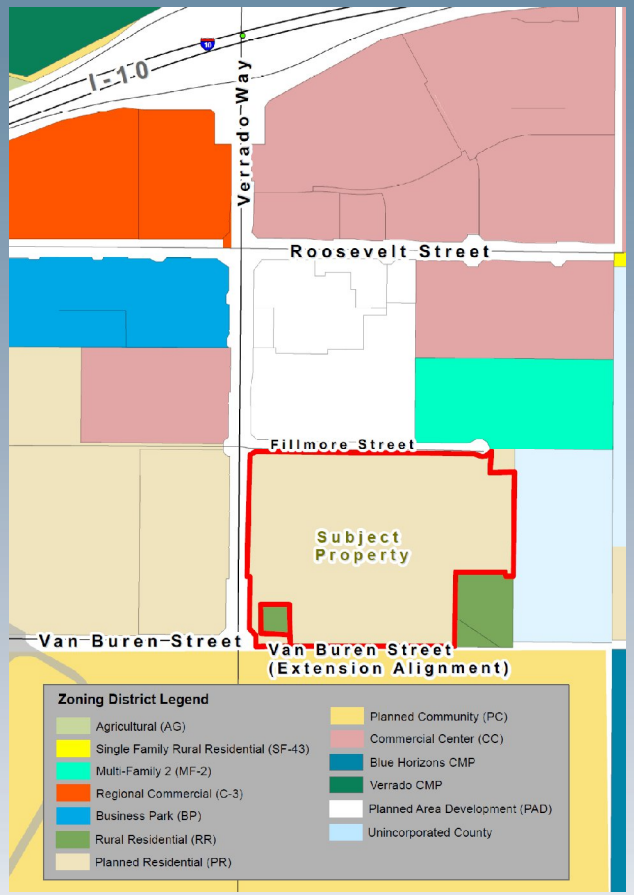
City Council Meeting
March 18, 2025
Case PLZZ-23-00018



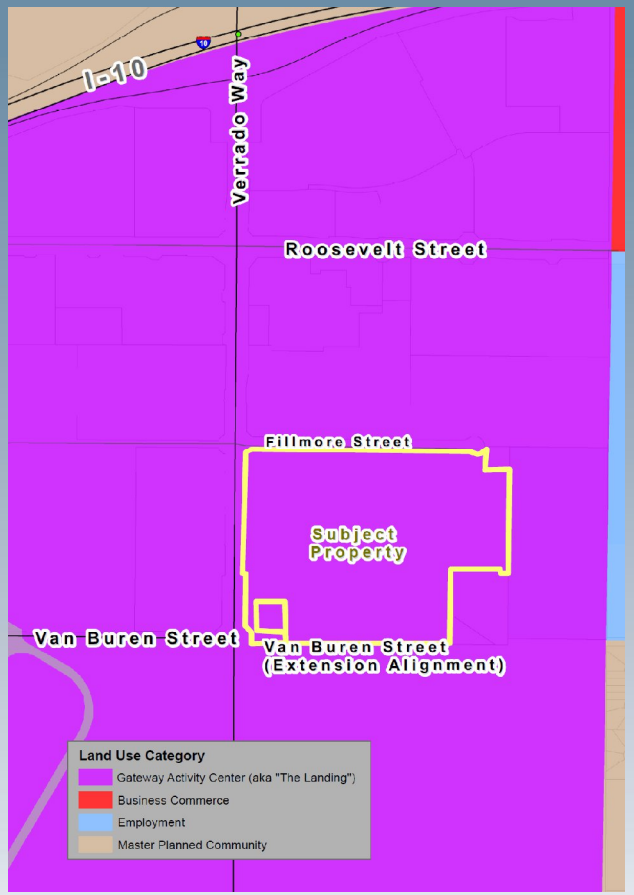
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



General Plan LU Map

N

Rezone to Planned Area Development

- Rezone 46.06 acres from Planned Residential (PR) to Planned Area Development (PAD)
- Five parcels intended to develop with specific uses:
  - Parcel A: 5.7 acres, tailored commercial uses
  - Parcel B: 14.9 acres, market rate multi-family, 291 units (24 units per net acre)
  - Parcel C: 15.5 acres, market rate multi-family, 335 units (24 units per net acre)
  - Parcel D: 6.5 acres, “attainable” multi-family, 308 units (53.8 units per net acre)
  - Parcel E: 6.7 acres, expansion of City water campus

Commercial (Parcel A)

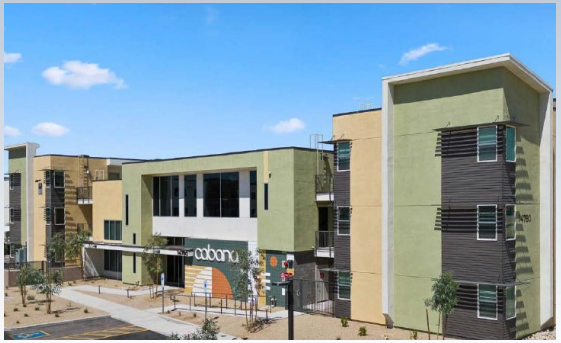
- Based on C-2 District with modifications intended to further goals of The Landing:
  - Auto-intensive and low-intensity commercial uses prohibited (e.g. car sales, car washes, data centers, mini-storage, etc.)
  - Maximum setback from all adjacent streets established (20 feet)
  - Minimum building height established (15 feet)
  - Reduced building setback (20 feet) from residential parcels part of project; 50 feet typical
  - Parking between building and street prohibited
  - All other standards per code

Multi-Family (Parcels B, C, and D)

- Based on MF-2 District with modifications intended to further goals of The Landing:
  - Uses per MF-2, no modifications
  - Maximum setback from all adjacent streets established (20 feet)
  - Minimum building height (30 feet) and maximum building height (65 feet) established
  - Increased landscape/open space percentage (15 percent); 10 percent typical
  - Reduced parking lot landscape islands (1 island/16 spaces); 1 island/10 spaces typical
  - Reduced guest parking requirements (1 space/10 units) for studio and 1-bedroom units; 1 space/5 units typical
  - Parking and fencing between building and street prohibited
  - All other standards per code

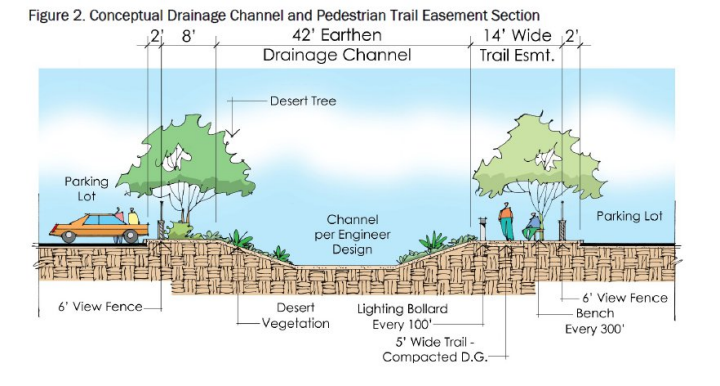
Design Requirements

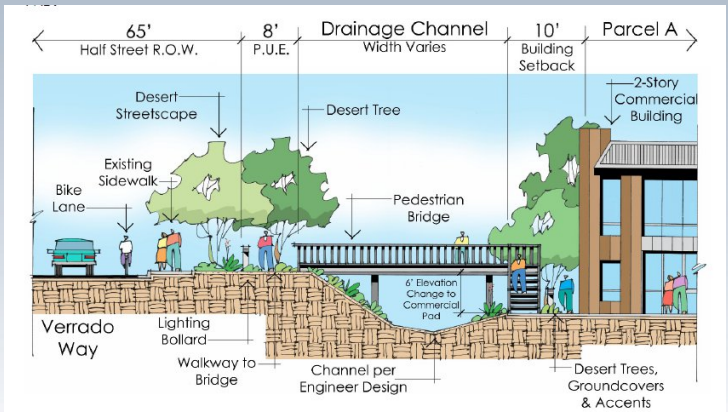
- Contemporary architecture required
- Common elements, colors, and materials to be shared across full site
- Standard requirements for façade articulation, movement, height variation, etc.
- Representative images in PAD demonstrate general quality of projects, not necessarily the style of buildings that will be supported here
- Specific designs to be determined during site plan review consistent with the requirements of the PAD



Access and Circulation

- Developer to complete all adjacent half street improvements
- Multiple points of vehicular access to each parcel
- Comprehensive pedestrian network required
- Centralized landscaped and lit trail connecting all parcels with limited vehicular conflicts
- Pedestrian bridge offering access to the Verrado Way public sidewalk approximately 6 feet higher than the site





BUCKEYE, AZ

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 intense vision for the area
- Emphasizes the pedestrian
- Commercial 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 design required; development on individual parcels will provide for variety but with cohesive elements
- Developer to improve infrastructure; extent of water/sewer improvements to be determined at Site Plan stage
- No outstanding comments from reviewing departments; approved by traffic and fire

Public Participation

- Neighborhood Meeting: December 19, 2024 at Coyote Branch Library
  - No attendees except for applicant and City staff
- No written support or opposition received to date
- Developer working with Liberty Elementary School District on donation agreement; Buckeye Union High School District (site owner) has indicated they have adequate capacity
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic
- Planning & Zoning Commission recommended approval 6-0 on February 25, 2025; no speakers during public hearing

BUCKEYE, AZ

Recommendation

Greenlight Verrado Rezone (PLZZ-24-0011)

Approval subject to conditions (a) through (gg)

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. 08-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE FOR APPROXIMATELY 46.06 ACRES LOCATED AT THE NORTHEAST CORNER OF VERRADO WAY AND THE VAN BUREN STREET ALIGNMENT FROM PLANNED RESIDENTIAL (PR) TO PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, by adoption of this Ordinance, the Council desires to amend the Zoning Map of the City of Buckeye by changing the zoning of approximately 46.06 acres of real property located at the northeast corner of Verrado Way and the Van Buren Street alignment 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 February 25, 2025, and recommended approval of this zoning change subject to conditions; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this ordinance; and

WHEREAS, the recommended zoning changes are in conformity with the General Plan.

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

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

Section 2. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 46.06 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 Greenlight Verrado Planned Area Development Narrative, 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 (gg), as set forth in Exhibit C attached hereto.

Section 4. The Mayor, the City Manager, the City Attorney, and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 18th day of March, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Attachments:
Exhibit A: Legal Description and Depiction of the Land
Exhibit B: Greenlight Verrado Planned Area Development Narrative
Exhibit C: Conditions of Approval

EXHIBIT A

Legal Description and Depiction of the Land

(Consisting of the following page(s))

2R PLZZ-24-0011 RECEIVED NOV 15 2024 AL

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REZONING-APPLICATION
PLZZ-24-0011
CABANA BUCKEYE
BUCKEYE, ARIZONA

November 7, 2024
Job No. P7003

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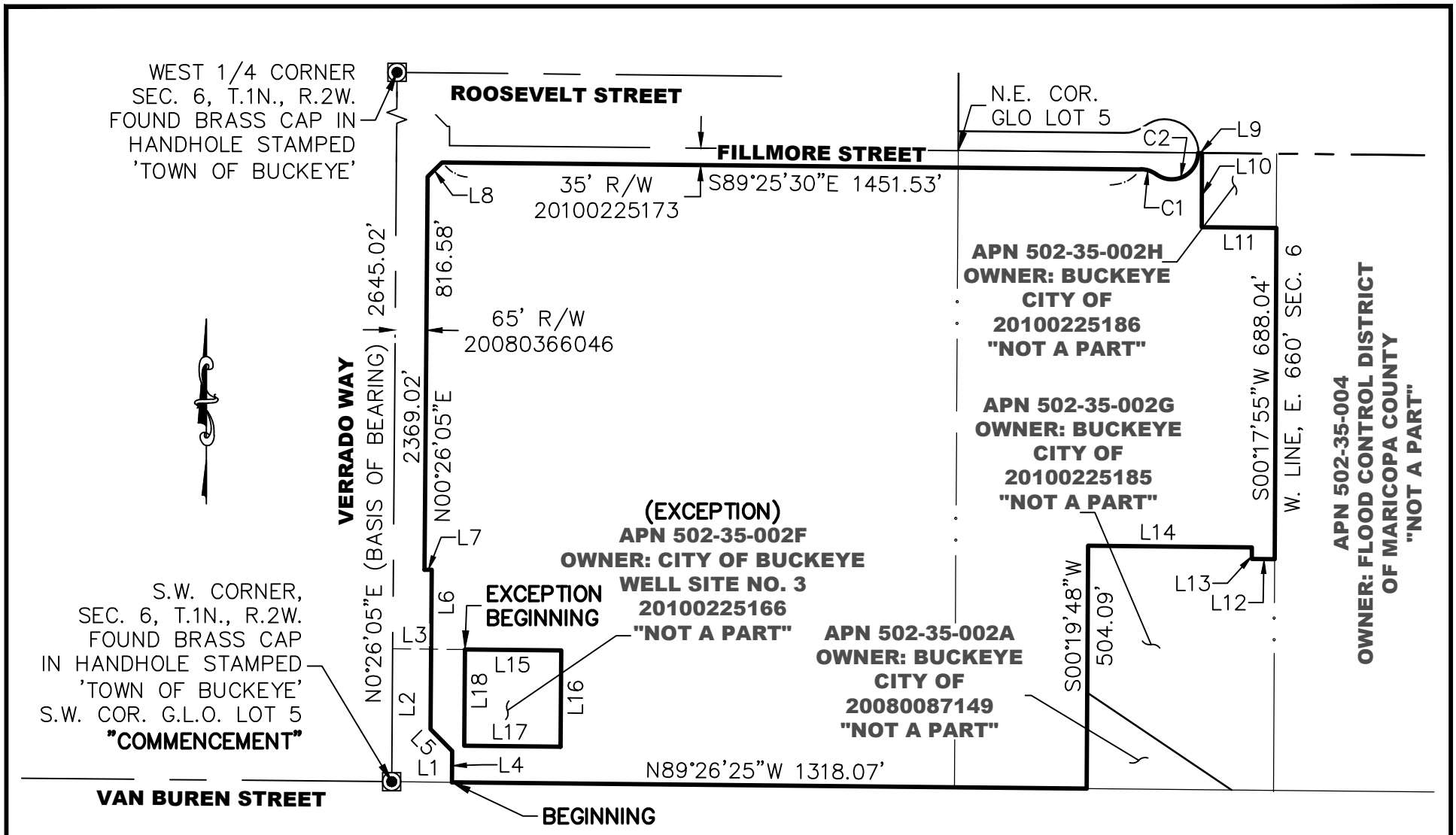

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41894
ERIC L.
SOSTROM
11/07/24
Date Signed
ARIZONA U.S.A.

RICK

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

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BUCKEYE, ARIZONA

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CABANA BUCKEYE

BUCKEYE, ARIZONA

DRAWING:	BNDY-NET-EXHIBIT.DWG				
JOB#	P7003	SCALE:	NTS	SHT:	2 OF 2
DRAFTER:	PJE	CHK:	ELS	DATE:	11/07/24

EXHIBIT B

Greenlight Verrado Planned Area Development Narrative

(On file with the City of Buckeye Clerk's Office)

EXHIBIT C

(Conditions of Approval)

Planning Division Conditions – Standard/General

a) Development of the property shall be in general conformance with the "Greenlight Verrado PAD" narrative document consisting of 30 pages date stamped December 26, 2025, 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.
d) The first property to develop along the Fillmore Street frontage will be required to design and construct the Verrado Way/Fillmore Street intersection improvements and traffic signal prior to Certificate of Occupancy. The City is working in good faith with another developer to create a reimbursement agreement to construct the ultimate Fillmore street improvements within the existing right-of-way from the terminus of Fillmore Street to the Verrado Way intersection and the non-regional traffic signal at Fillmore Street and Verrado Way. The reimbursement agreement will require adjacent property owners fronting Fillmore Street to contribute a proportionate share to the completed improvements once they improve their properties. All improvements shall comply with City of Buckeye Engineering Design Standards and requirements.

Civil Engineering Conditions – Standard/General

e) 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, or any other related land division. This will include a gross boundary legal and exhibit of the entire current ownership parcels.
f) All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.
g) The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.
h) 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 – Drainage

i) The existing wash through the site from Verrado Way to the SE corner of the site may be re-routed in a channel to convey the 100-year design flow with a maximum water depth of three feet, 4:1 side slopes and a minimum of two access points.
j) The parcels are adjacent to a wash and thus retention requirements shall be Pre vs Post runoff plus 25% in lieu of 100-year 2-hour retention volume.
k) Retention for parcels shall be provided onsite and outside the limits of the channel.

Civil Engineering Conditions – Streets – Standard

l) 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 Fillmore Street and Van Buren Street based on City of Buckeye standards.

m) The Property Owner/Developer shall submit a Subdivision Plat 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.

n) It has been determined that a portion of the required improvements may not be constructed as part of this Development. The Developer shall be responsible to design all of the required improvements, including landscaped medians and/or gateway signage in accordance with the Buckeye Arterial Gateway Guide, if applicable, and then coordinate with the City to define the portion of improvements that will not be constructed as part of the development. A fee-in-lieu agreement will need to be completed to cover the omitted improvements, and the Property Owner/Developer will be required to provide payment to the City to cover the costs prior to Certificate of Occupancy being issued by the City.

Civil Engineering Conditions – Water/Wastewater – Standard

o) The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

p) Property Owner/Developer shall verify and complete due diligence if any proposed subdivision of the existing property requires a Certificate of Assured Water Supply based upon Arizona State Law Subdivision requirement. Prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said Plat, if the Certificate is required as determined by Property Owner/Developer due diligence. The certificate must be consistent with all Arizona Department of Water Resources ADWR rules and regulations. In the event the City has been designated an assured water provider prior to Final Plat approval, and the ADWR has not yet issued a Certificate or Certificates of Assured Water Supply for the subdivision, a Certificate or Certificates of Assured Water Supply will not be required by the City. The City may instead require as a condition to Final Plat approval that the Property Owner/Developer provide the City with other evidence demonstrating that there is sufficient volume and quality of water necessary to serve the demands at the subdivision such as a physical availability determination issued by the ADWR along with supporting documentation or that the Property Owner/Developer provide the City with a copy of an analysis of assured water supply, with supporting documentation, issued by the ADWR for the subdivision.

Transportation/Traffic – Standard and Site Specific Conditions

q) Prior to approval of any site plan or pre-plat in any development unit/parcel, a Traffic Impact Analysis (TIA) update to the Master TIA is required to be submitted and approved. All requirements of the approved Traffic Impact Analysis shall be reflected on the approved construction drawings.

r) Any and all accesses on Verrado Way, Fillmore Street and Van Buren Street will be reviewed with site plan, pre-plat and TIA updates to determine type of access, whether that be a full access, a ¾ access (no left out) or a right-in/right out only access. The

access on Verrado Way will not be a full access and will be determined by the TIA update if a ¾ access will be allowed, otherwise it will be right-in/right-out.

s) The first property to develop along the Fillmore Street frontage will be required to design and construct the Verrado Way/Fillmore Street intersection improvements and traffic signal prior to C of O.

t) Fee in lieu will be necessary for EB Van Buren LT lanes and medians.

u) 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.

v) All non-regional traffic signals that are required by this project shall be funded and constructed by this project prior to C of O.

w) All medians required for controlling restricted site access shall be constructed with this development.

x) In the event that access to and within the project is deemed a threat to public safety and security by the City, the City has broad authority to take such action as it deems necessary to address such a threat until such time as the Property Owner/Developer eliminates the safety concerns to the City's satisfaction. The City must show the actions taken and/or required are reasonably limited to those necessary to address the threat to public safety. The Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

Fire Department Conditions – Standard/General

y) The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.

z) Prior to delivery of any combustible materials to the site, a fire protection system approved by the Buckeye Fire Marshal shall be completely operational.

aa) All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 03-22.

bb) 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

cc) 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.

dd) 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.

ee) Plant material within the right-of-way shall not obstruct any regulatory signage or sight distance triangle as defined in the Engineering Development Standards.

ff) 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

gg) 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).