



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 AND SPECIAL COUNCIL MEETING
JUNE 4, 2024
AGENDA**

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

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

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

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.**
- 3. Awards/Presentations/Proclamations**
- 4. CONSENT AGENDA ITEMS / NEW BUSINESS**
Approval of items on the Consent Agenda - All items with an () are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. This section may include the approval of Minutes from previous meetings.*

- *4.A** [Council to take action on Resolution No. 32-24 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024-2025 Annual Expenditure Limitation Report to the Arizona](#)

Auditor General; and authorizing the Mayor, City Manager, Chief Financial Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the Governing Body.

Summary: Arizona law requires the governing body of each political subdivision to designate the Chief Fiscal Officer (CFO) for the governing body to submit the current fiscal year's expenditure limitation report. The political subdivision is then required to notify the Auditor General of any changes to those designated individuals. The designated CFO shall certify to the accuracy of the Annual Expenditure Limitation Report.

Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

***4.B** Council to take action on the submission of a \$364,835 Fiscal Year (FY) 2024 Fentanyl Prosecution, Division and Testing grant application through the Arizona Department of Public Safety (DPS) for the purchase of five new MX908 devices.

Summary: The City of Buckeye Police Department seeks to remove dangerous and fatal substances from the community, and the MX908 will aid in this endeavor. The MX908 is a portable mass spectrometer and is the most accurate fentanyl detection device on the market. The MX908 is a handheld device that is widely used by law enforcement agencies throughout the United States for drug testing in field operations. The MX908s will be deployed amongst five Buckeye investigative units to be used in the field to provide immediate on-site results during field operations. The MX908 will aid law enforcement personnel to quickly identify controlled substances without the need to use state laboratory resources. The state grant portion is \$364,835. There is no required match from the City.

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

***4.C** Council to take action on Resolution No. 35-24 approving an Easement for Flood Control Purposes by and between the City of Buckeye and the Flood Control District of Maricopa County relating to the White Tanks FRS #4 Outlet Facility and authorizing the Mayor to execute and deliver said Agreement.

Summary: The City of Buckeye (City) is granting an 18-foot-wide strip of land on Van Buren Street, west of Jackrabbit Trail (Item F00434) and an 18-foot-wide strip of land on Van Buren Street between 191st Avenue and Perryville Road (Item F00436) to the Flood Control District of Maricopa County (FCDMC) to serve as a Flood Control Easement for the White Tanks FRS #4 Outlet. By granting this Easement for Flood Control Purposes, the City is providing the FCDMC the rights to construct, install, reconstruct, operate, repair, replace, maintain, and/or remove storm drain and appurtenances within the Easement Area, thus providing the City residents with safe and efficient flood control facilities.

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

***4.D** Council to take action authorizing the City Manager to negotiate and execute contracts on behalf of the City of Buckeye, to allow for construction in connection with Capital Improvement Plan (CIP) Project No. 109010, Veterans Memorial at Sundance Park, provided that the cumulative total of said contracts shall not exceed \$795,000.

Summary: In 2023, City staff collaborated with the Buckeye Patriotic Committee, volunteers from the Community Services Advisory Board, and City employees who served in the military ("volunteer committee") to help design a Veterans Memorial. In conformance with concepts approved by the volunteer committee, the project will construct a Veterans Memorial at Sundance Park Phase II. The Veterans Memorial will serve as a reflective space that honors our military. The suggested motion will approve the Veterans Memorial concept and the not-to-exceed

expenditure limit and authorize the City Manager to execute the contract for the Veterans Memorial construction.

Staff Liaison: Robert Wisener, Deputy Director, rwisener@buckeyeaz.gov, (623) 349-6621

- *4.E** [Council to take action on Change Order No. 3 to Task Order No. 1 of the On-Call Consulting for Engineering and Architectural Services Contract No. 2022003.16 between the City of Buckeye, an Arizona municipal corporation, and Terracon Consultants, Inc., a Delaware corporation, for professional studies required by the Bureau of Land Management to receive a Recreation and Public Purpose lease for two parcels between Skyline Regional Park and Verrado, totaling 640 acres.](#)

Summary: The City of Buckeye has been working with the Bureau of Land Management (BLM) to receive a Recreation and Public Purpose (R&PP) lease for two parcels between Skyline Regional Park and the Verrado community. These two parcels total 640 acres. BLM has requested the City to complete additional environmental studies prior to issuing the R&PP lease. Once the studies are complete and BLM issues the lease, the City can begin making improvements to include a trailhead to replace the Lost Creek Temporary Trailhead that was eliminated as part of the extension of Lost Creek Drive. This Change Order increases the contract amount to Terracon Consultants, Inc. by \$136,265, for a total amount not to exceed \$232,866.

Staff Liaison: Robert Wisener, Deputy Director, rwisener@buckeyeaz.gov, (623) 349-6621

- *4.F** [Council to take action on Resolution No. 25-24 approving the First Amendment to the Development Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar \(USA\) Real Estate Group Inc., a Delaware corporation, related to water infrastructure and certain wastewater infrastructure to be constructed and conveyed to the City of Buckeye by Forestar \(USA\) Real Estate Group Inc. in connection with the Farallon Development in the City of Buckeye.](#)

Summary: On February 21, 2023, the City and D.R. Horton, Inc., successor-in-interest to Forestar (USA) Real Estate Group, Inc., entered into a Development Agreement regarding infrastructure to facilitate the development of the Farallon subdivision. Under the terms of this Agreement, D.R. Horton is to transfer the Dietz-Crane Well and related well rights to the City. The City has determined the well has no beneficial use and is requesting an amendment to the Agreement to abandon the well site located in an area of scheduled improvements to the right of way at 263rd Avenue and Southern Avenue.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121

- *4.G** [Council to take action on Resolution No. 36-24 confirming the automatic termination of the Development Agreement between the City of Buckeye, Arizona and MPC Mystic, LLC dated February 16, 2021 and all subsequent assignments thereof; and authorizing the Mayor to execute and deliver the termination.](#)

Summary: The City and MPC Mystic, LLC entered into a Development Agreement regarding infrastructure to facilitate the development of the Mystic Vista subdivision, generally located at the northeast corner of 247th Ave and Southern. MPC Mystic LLC and/or its assignees failed to make the required payment to the City within the time frame contemplated under the terms of the Agreement. Additionally, the Agreement included infrastructure obligations of MPC Mystic, LLC and its assignees that are no longer needed in order to serve the property with municipal water services (well site, water transmission line) This action simply confirms the automatic termination of the Agreement for failure to comply with the requirements of the Agreement. The City will record the Notice of Termination of the Agreement with the office of the Maricopa County

Recorder which will remove the Agreement from the chain of title of the subject property.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 297-1329

- *4.H** [Council to take action on the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, a municipal corporation of the State of Arizona, and Estrella South LLC, an Arizona limited liability company, and authorize the City Manager to execute said Agreement on behalf of the City.](#)

Summary: As the City works towards obtaining a designation of assured water supply (DAWS), the Extinguishment Credits (ECs) purchased under this Agreement will be used to offset groundwater pumped once Buckeye becomes a designated water provider. As a non-designated provider, water pumped by the City is replenished by the Central Arizona Groundwater Replenishment District (CAGRDR). Once a designated provider, if the City had to continue to rely on the CAGRDR, cost to replenish would be \$768 per acre-foot (AF). Through this Agreement, the City is paying \$315 per AF to offset water pumped.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121

- *4.I** [Council to take action on the removal of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board \(CSAB\).](#)

Summary: The City encourages community involvement in our programs through our boards and commissions. Members are removed when they no longer meet the minimum requirements to serve, they do not meet a minimum attendance record, they have served two consecutive full terms, or if they resign.

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

- *4.J** [Council to take action on the May 7, 2024 Regular Council Meeting Minutes.](#)

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

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

5. Special Council Meeting

- 5.A** [Council to convene into a Special Council Meeting \(as required by A.R.S. Title 42, Sections 17101 through 17108\).](#)

Summary: Council will make a motion to convene into a Special Council Meeting pursuant to A.R.S. Title 42, Sections 17101 through 17108.

- 5.B** [Council will hold a public hearing and take action \(roll call vote\) on the Truth in Taxation \(TNT\) Primary Property Tax levy for Fiscal Year \(FY\) 2024-2025 equal to \\$15,329,552.](#)

Summary: Council to conduct a public hearing and take action approving a Fiscal Year 2024-2025 Primary Property Tax Levy of \$15,329,552.

Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

- 5.C** [Council to hold a public hearing and take action on Resolution No. 33-24 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2024-2025.](#)

Summary: Council must conduct a public hearing to discuss, consider, and take action on approving the Final Budget for FY 2024-2025. On May 21, 2024, Council approved Resolution

No. 31-24 in the amount of \$686,649,900, the tentative budget. Notice was published as required by law. Arizona Revised Statutes provide that the total amounts proposed to be spent in the final budget shall not exceed the total amounts that were proposed for expenditure in the adopted, published tentative estimates.

Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

- 5.D** Council to hold a public hearing and take action on Resolution No. 23-24 adopting the final budget for the Fiscal Year 2024-25 beginning July 1, 2024 and ending June 30, 2025, by the Governing Board of the following Street Lighting Improvement Districts: SLID #1 Operations, Sun City Festival A1 and B1; 2006-SLID-017, Riata West 1; 2006-SLID-015, Riata West Unit 2; 2006-SLID-001, Vista De Montana; 2006-SLID-011, Sun City Festival C1-H1 and V1; 2006-SLID-020, Farallon; 2006-SLID-007, Festival Foothills Phase 1; 2006-SLID-019, Sun City Festival K, O, M, R #1; 2006-SLID-016, Sonoran Vista 1 and 2; 2006-SLID-008, Festival Foothills Phase 2; 2007-SLID-003, Sundance Pd 26; 2007-SLID-002, Sundance Pd 25; 2007-SLID-001, Sundance Pd 27; 2007-SLID-010, Watson Estates; 2007-SLID-021, Festival Ranch Par J1; 2006-SLID-003, Blue Horizons; 2006-SLID-009, Crystal Vista; 2011-SLID-001, Sundance Commercial; 2012-SLID-002, Sienna Hills; 2013-SLID-002, Sun City Festival PL 1; 2009-SLID-02A, Watson Marketplace; 2015-SLID-001, Estrella Vista; 2017-SLID-003, Parkplace/Terra Vista; 2013-SLID-001, Arroyo Seco; 2018-SLID-001, Canyon Views; 2006-SLID-002, Sundance Pd 48 and 49A; 2019-SLID-001, Villages at Sundance; 2020-SLID-001, Buckeye Parkway Center; 2019-SLID-002, Westpark Phase 2; 2020-SLID-002, Coyote Ridge; 2021-SLID-002, 5-Below; 2021-SLID-003, Jackrabbit Marketplace; 2022-SLID-006, Kentwood.

Summary: Street Lighting Improvement Districts (SLIDs) are established with the approval of City Council. The Council serves as the Governing Board of the SLIDs and the City administers the operations of the SLIDs, which are for the purpose of operating and maintaining street lighting located within the SLIDs. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures, for all SLIDs, is \$529,700 for Fiscal Year 2024-2025.

Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

- 5.E** Council to reconvene into the Regular Council Meeting.

Summary: Council will make a motion to reconvene into the Regular Council Meeting.

6. Public Hearings / Non-Consent - New Business

- 6.A** Council to hold a public hearing only related to the annexation of a 0.87 parcel of land located at the northwest corner of Yuma Road and Apache Road.

Summary: Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC, is requesting annexation of one parcel of land, totaling approximately 0.87 acres, at the northwest corner of Yuma Road and Apache Road. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471. This is the first of two public hearings required for the annexation; upon closing the public hearing, no additional action is required. A second public hearing is anticipated to be held on July 16, 2024, following which Council may consider adoption of an ordinance approving the proposed annexation.

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

7. Comments from the Mayor and Council

Mayor and Council may present a brief summary on 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 and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.A. FIN - Resolution No. 32-24 Designate Chief Fiscal Officer for Annual Expenditure Limitation Report Fiscal Year 2024-2025
DATE PREPARED: 06/03/24	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. 32-24 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024-2025 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Financial Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the Governing Body.

SUMMARY

PROJECT DESCRIPTION:

The governing body of each political subdivision is required to provide to the Auditor General the name of the Chief Fiscal Officer (CFO) designated by the governing body to submit the current fiscal year's expenditure limitation report. The political subdivision is then required to notify the Auditor General of any changes to those designated individuals. The designated CFO shall certify to the accuracy of the Annual Expenditure Limitation Report. Council to approve the designation and notification to the Auditor General, William Kauppi, as Chief Fiscal Officer for the City of Buckeye in the Fiscal Year 2024-2025.

BENEFITS:

The City shall be in compliance with annual reporting of the designation of CFO to the Auditor General as required by Arizona Revised Statutes 41-1279.07.E.

FUTURE ACTION:

Notice to be filed annually by the City of Buckeye Finance Department.

FINANCIAL IMPACT STATEMENT:

No financial impact.

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:

Yes

FISCAL YEAR:

2024-2025

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

ATTACHMENTS:

[ARS_41-1279.07_CFO_Designation.pdf](#)

[CFO_Designation_Resolution_FY_24-25 VS.docx](#)

A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona. The system shall include:

1. For counties:

- (a) An annual expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.
 - (ii) Total expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year.
 - (iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Annual financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures stated within the expenditure limitation report.

2. For community college districts:

- (a) An annual budgeted expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.
 - (ii) Total budgeted expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 21, Constitution of Arizona, by fund, for the reporting fiscal year.
 - (iv) Total amounts, by fund, of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Annual financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

3. For cities and towns:

- (a) An annual expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission and, if applicable, the voter approved alternative expenditure limitation.
 - (ii) Total expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year or, if applicable, the total exclusions from the voter approved alternative expenditure limitation.
 - (iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

B. The auditor general shall provide detailed instructions for completion and submission of the reports described in subsection A of this section. The auditor general shall prescribe definitions for terms used in and the form of the reports described in subsection A of this section. The reports described in subsection A of this section are required of counties and community college districts beginning with fiscal year 1981-1982. The reports described in subsection A of this section are required of cities and towns beginning with the fiscal year the political subdivision is subject to the expenditure limitation. The annual reporting requirements also apply to political subdivisions subject to an alternative expenditure limitation enacted pursuant to article IX, section 20, subsection (9), Constitution of Arizona.

C. The reports described in subsection A of this section must be filed with the auditor general within nine months after the close of each fiscal year.

D. The auditor general or a certified public accountant performing the annual audit required pursuant to sections 41-1279.21 and 9-481 shall attest to the expenditure limitation reports and financial statements for counties, community college districts and cities. The certified public accountant performing the annual or biennial audit required pursuant to section 9-481 shall attest to the expenditure limitation reports and financial statements for towns.

E. The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

F. The auditor general shall prescribe forms for the uniform reporting system and may provide assistance to individuals, certified public accountants or public accountants responsible for attesting to the expenditure limitation reports and financial statements.

G. Each political subdivision, subject to the expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona, shall comply with the uniform expenditure reporting system, instructions and forms prescribed by the auditor general. The auditor general may notify the committee and the attorney general if any political subdivision does not comply with the uniform expenditure reporting system, instructions or forms prescribed by the auditor general. The attorney general may file a petition for special action in any court of competent jurisdiction to compel any political subdivision to comply with this section. The attorney general may apply for injunctive relief in any court of competent jurisdiction to enjoin any political subdivision from violating this section. Injunctive and special action proceedings are in addition to all other penalties and other remedies prescribed by law.

H. A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to article IX, section 20, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection I of this section of its allocations of the state income tax, distributed pursuant to section 43-206, withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college district exceeding the expenditure limitation prescribed pursuant to article IX, section 21, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section or section 15-1471, shall have the amount specified in subsection I of this section of its allocations of state aid, distributed pursuant to section 15-1466, withheld.

I. The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona. If a county has exceeded the expenditure limitations prescribed pursuant to article IX, section 20, Constitution of Arizona, without authorization pursuant to that section, the auditor general shall notify the board of supervisors of the county to reduce the allowable levy of primary property taxes of the county pursuant to section 42-17051, subsection C. If any political subdivision other than a county has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona, without authorization, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocations of the revenues described in subsection H of this section for the fiscal year subsequent to the auditor general's hearing as follows:

1. If the excess expenditures are less than five percent of the limitation, an amount equal to the excess expenditures.

2. If the excess expenditures are equal to or greater than five percent but less than ten percent of the limitation, or are less than five percent of the limitation but it is at least the second consecutive instance of excess expenditures, an amount equal to triple the excess expenditures.

3. If the excess expenditures are equal to or greater than ten percent of the limitation, an amount equal to five times the excess expenditures or one-third of the allocation of the revenues described in subsection H of this section, whichever is less.

J. A county, city or town is not deemed to have exceeded the expenditure limitation if the county, city or town makes expenditures for capital improvements from utility revenues pursuant to title 9, chapter 5, article 3 or from excise taxes levied by the county, city or town for a specific purpose and the county, city or town repays the expenditure from the proceeds of bonds or other lawful long-term obligations before the hearing required by subsection I of this section.

RESOLUTION NO. 32-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024-25 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL; AND AUTHORIZING THE MAYOR, CITY MANAGER, CHIEF FISCAL OFFICER, CITY CLERK AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION ON BEHALF OF THE GOVERNING BODY.

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually designate a Chief Fiscal Officer to officially submit the current year's Annual Expenditure Limitation Report (AELR) on behalf of the public body, and to provide that designation to the Auditor General by July 31;

WHEREAS, the Mayor and Council of the City of Buckeye (the "City") have chosen to designate William Kauppi as the City's Chief Fiscal Officer; and

WHEREAS, the City is required to provide updated information regarding this designation, on forms prepared by the Arizona Auditor General;

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

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

Section 2. William Kauppi is hereby designated as the City's Chief Fiscal Officer for the purpose of submitting the City's Fiscal Year 2024-25 Annual Expenditure Limitation Report to the Arizona Auditor General.

Section 3. The Mayor, the City Manager, the Chief Fiscal Officer designated in Section 2 of this Resolution, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona,
this 4th day of June, 2024.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.B. FIN - Fiscal Year 2024 Fentanyl Prosecution, Diversion and Testing Grant Program through the Arizona Department of Public Safety (DPS) Application Submission
DATE PREPARED: 06/03/24	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the submission of a \$364,835 Fiscal Year (FY) 2024 Fentanyl Prosecution, Division and Testing grant application through the Arizona Department of Public Safety (DPS) for the purchase of five new MX908 devices.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye Police Department seeks to remove dangerous and fatal substances from the community, and the MX908 will aid in this endeavor. The MX908 is a portable mass spectrometer and is the most accurate fentanyl detection device on the market. The MX908 is a handheld device that is widely used by law enforcement agencies throughout the United States for drug testing in field operations. The MX908s will be deployed amongst five Buckeye investigative units to be used in the field to provide immediate on-site results during field operations. The MX908 will aid law enforcement personnel to quickly identify controlled substances without the need to use state laboratory resources.

BENEFITS:

The device will minimize officer exposure to potentially toxic substances which increases officer safety. The MX908x will aid officers in identifying and removing dangerous and fatal substances from the community leading to a safer community for all.

FUTURE ACTION:

If awarded, the Award Agreement will be presented to Council for acceptance and approval. This grant will fully fund this project. Future costs will include annual maintenance, which is estimated to be \$7,500 per year.

FINANCIAL IMPACT STATEMENT:

The state grant portion is \$364,835. There is no required match from the City. The total cost is \$364,835.

CURRENT FISCAL YEAR TOTAL COST:

\$364,835 budgeted in the Police Grant's budget.

BUDGETED:

Yes

FISCAL YEAR:

2024

FUND/DEPARTMENT:

Police

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

ATTACHMENTS:

[5-8-24 App submitted Fentanyl Prosecution Diversion and Testing.pdf](#)

[CAR Recap Summary Fentanyl Prosecution Diversion and Testing Application.docx](#)

[Fentanyl - DPS Narrative with Quote.pdf](#)

From: [Dreamlyn Williams](#)
To: [Rob Roach](#)
Subject: RE: Fentanyl Prosecution, Diversion, and Testing
Date: Wednesday, May 8, 2024 8:37:42 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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

Ahh- got it, thanks

From: Rob Roach <rroach@buckeyeaz.gov>
Sent: Wednesday, May 8, 2024 8:36 AM
To: Dreamlyn Williams <dwilliams2@azdps.gov>
Cc: Courtney Gomez <cgomez@buckeyeaz.gov>
Subject: RE: Fentanyl Prosecution, Diversion, and Testing

No,
The previous one was Anti-human trafficking. This one is Fentanyl.

From: Dreamlyn Williams <dwilliams2@azdps.gov>
Sent: Wednesday, May 8, 2024 8:32 AM
To: Rob Roach <rroach@buckeyeaz.gov>
Cc: Courtney Gomez <cgomez@buckeyeaz.gov>
Subject: RE: Fentanyl Prosecution, Diversion, and Testing

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

Hi Rob,
This application replaces the previous one, correct?

Thank you,
Dreamlyn

From: Rob Roach <rroach@buckeyeaz.gov>
Sent: Wednesday, May 8, 2024 8:21 AM
To: Dreamlyn Williams <dwilliams2@azdps.gov>
Cc: Courtney Gomez <cgomez@buckeyeaz.gov>
Subject: Fentanyl Prosecution, Diversion, and Testing

Hi Dreamlyn,

We are having issues with the DPS Grant Submission Portal. Attached is the Fentanyl Prosecution, Diversion, and Testing Grant application and below are images of our input for the grant portal. Can you please let us know if you need any additional information?

Grants

Today's Date

05/08/2024

Name

Rob Roach

Agency

City of Buckeye

Email

rrroach@buckeyeaz.gov

Phone

623-349-6165

Agency Address

530 E Monroe Ave

Address 2

City/Town

Buckeye

State

Arizona

ZIP/Postal Code

85326

Grant Inquiry

Fentanyl Prosecution, Div

Executive Summary/Short Description

The City of Buckeye Police Department (BPD) is requesting funding for the purchase of five MX908's. Each MX908 costs approximately \$72,500, plus swab supplies, for a total of \$364,835 plus tax. A quote from 908devices is attached. The MX908 is a portable mass spectrometer and is the most accurate fentanyl detection device on the market. The MX908 is a handheld device that is widely used by law enforcement agencies throughout the United States for drug testing in the field operations. The device has a high level of sensitivity and can detect trace levels of compounds in substances. The MX908 can also analyze aerosol, vapor, liquid, solid, or gas samples. The MX908 is the supposedly only device currently on the market with the capability of detecting and identifying aerosols. The reliability and accuracy of the MX908 will enable BPD to establish probable cause for arrests, and to support the seizure of assets and evidence. The MX908 can also be used to support search warrant affidavits, grand jury proceedings, preliminary hearings, and charging decisions. The MX908 devices will be deployed amongst five Buckeye investigative units to be used in the field to provide immediate on-site results during field operations. The MX908 will aid law enforcement personnel to quickly identify controlled substances without using state laboratory

resources. The device will also minimize officer exposure to potentially toxic substances which increases officer safety. BPD's goal is to remove dangerous and fatal substances from the community, and the MX908 will aid in this endeavor. The accuracy and reliability of the MX908 will ensure that offenders will be charged accordingly, and the drugs seized and properly disposed.

Thank you,
Rob

Rob Roach

Grant Program Administrator-Finance
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326
(623) 349-6165
www.Buckeyeaz.gov



Chance favors the prepared

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FY 24 Fentanyl Prosecution, Diversion, and Testing - DPS Application Summary Recap

Project Description:



The City of Buckeye Police Department (BPD) seeks to remove dangerous and fatal substances from the community, and the MX908 will aid in this endeavor. The MX908 is a portable mass spectrometer and is the most accurate fentanyl detection device on the market. The MX908 is a handheld device that is widely used by law enforcement agencies throughout the United States for drug testing in the field operations. The MX908s will be deployed amongst five Buckeye investigative units to be used in the field to provide immediate on-site results during field operations. The MX908 will aid law enforcement personnel to quickly identify controlled substances without using state laboratory resources.

Project Cost



- \$ 364,835 (\$ 364,835 Reimbursable based on budget)

Required Match



- \$ 0

Grant Amount



- \$ 364,835

Plans Once Grant Expires:



- If awarded, the Award Agreement will be presented to Council for acceptance and approval. This grant will fully fund this project. Future costs will include annual maintenance, which is estimated to be \$7,500 per year.

Objectives and Expected Outcomes



- The objective is to identify and remove dangerous and fatal substances from the community.
- Another objective is to minimize officer exposure to potentially toxic substances.
- The expected outcome is a safer community for all.
- Another expected outcome is an increase in officer safety.

Time Period for the Grant



- FY 2024

Scope of Work

The City of Buckeye Police Department (BPD) is requesting funding for the purchase of five MX908's. Each MX908 costs approximately \$72,500, plus swab supplies, for a total of \$364,835 plus tax. A quote from 908devices is attached. The MX908 is a portable mass spectrometer and is the most accurate fentanyl detection device on the market. The MX908 is a handheld device that is widely used by law enforcement agencies throughout the United States for drug testing in the field operations. The device has a high level of sensitivity and can detect trace levels of compounds in substances. The MX908 can also analyze aerosol, vapor, liquid, solid, or gas samples. The MX908 is the supposedly only device currently on the market with the capability of detecting and identifying aerosols. The reliability and accuracy of the MX908 will enable BPD to establish probable cause for arrests, and to support the seizure of assets and evidence. The MX908 can also be used to support search warrant affidavits, grand jury proceedings, preliminary hearings, and charging decisions. The MX908 devices will be deployed amongst five Buckeye investigative units to be used in the field to provide immediate on-site results during field operations. The MX908 will aid law enforcement personnel to quickly identify controlled substances without using state laboratory resources. The device will also minimize officer exposure to potentially toxic substances which increases officer safety. BPD's goal is to remove dangerous and fatal substances from the community, and the MX908 will aid in this endeavor. The accuracy and reliability of the MX908 will ensure that offenders will be charged accordingly, and the drugs seized and properly disposed. Below is a link that describes the MX908 and its many benefits.

https://908devices.com/wp-content/uploads/2021/10/MX908_WhitePaper_Use-In-Court.pdf#:~:text=%E2%80%9CThe%20MX908%20is%20a%20game,fentanyl%20and%20othe%20narcotic%20investigations.%E2%80%9D&text=The%20MX908%20detects%20and%20identifies,at%20trace%20levels%20in%20seconds.&text=The%20sensitivity%20of%20the%20MX908,microscopic%20amounts%20of%20threat%20materials.

Justification

BPD does not have an MX908 and currently uses state laboratory resources for the testing of unknown substances seized during an investigation. In many cases, this testing is time consuming and has a negative impact on charging suspects and the suspects are free to go without the confirmation and establishment of probable cause. The MX908 will reduce testing time, reduce, or even eliminate BPD's reliance on state laboratory resources when testing unknown substances, and increase the number of successful charges against suspects, which leads to a greater positive impact on the community. These fatal substances are often sold within the community and contribute to overdose hospitalizations and deaths. With the MX908 and efforts by BPD officers, BPD expects to see a reduction in overdose hospitalizations and deaths. Initially, BPD is expecting to see an increase in successful arrests and convictions, but over time, the goal is to reduce these arrests and convictions as more offenders are removed from society via incarceration. BPD's goal is to reduce fentanyl related crimes and remove fentanyl and other fatal drugs from the community to ensure all communities are safe. This equipment will also benefit neighboring agencies during our many joint jurisdiction operations. If awarded, the grant

funding will support this goal and allow BPD to achieve their goals. The City of Buckeye critically needs funding due to its geographic location. Buckeye is 40 miles west of Phoenix and is home to approximately 114,000 people, and covers 640square miles. Buckeye is often traversed by means of freeways such as Interstate 10 (I-10), a cross-country East-West freeway, and State Route 85 (SR-85), a North-South freeway that runs from I-10 south through Mexico. Additionally, the international border states of California and Texas create drug traffic through Buckeye by way of the aforementioned roadways.

Budget

The City of Buckeye proposes to purchase five MX908 drug testing devices at a base price of \$72,500 each. The total cost of five MX908 handheld drug testing devices is \$364,835.85 plus tax, as per the attached quote. This cost includes five MX908 devices, a supply of 10 applicator swab packages, 25 packages of trace sampling swabs, and shipping and handling. This request is scalable.



645 Summer Street
Boston, MA 02210

Prepared By Tom Keller
Email tkeller@908devices.com

Created Date 5/7/2024
Quote Number 90812057
Expiration Date 8/7/2024

Customer

Contact Name Rob Roach
Phone 6233496165
Email rroach@buckeyeaz.gov

Bill To Name City of Buckeye
Bill To 530 Monroe Avenue
Buckeye, Arizona 85326
United States

Ship To Name City of Buckeye

Product Code	Product	Product Description	Sales Price	Quantity	Discount (Percentage)	Total Price
820-00907	Foam-tipped Applicator Swabs, MX908	Foam-tipped Applicator Swabs, 6 in (15 cm), plastic shaft, MX908 (50 count)	USD 44.00	10.00	1.00%	USD 435.60
MX908-01-1-0-03-00	MX908-c S1 (Trace, Vapor)	MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes one (1) Training Kit, Chemical Samples (415-00044), one (1) year warranty and support; one (1) on-site training class (10 students max, expires 6 months after purchase, CONUS only); Type A plugs; Trace, Vapor Modules. Available to US customers or with pre-approval/export license as required. Note: MX908-01-1-0-03-00 replaces MX908-01-1-0-03, and reflects the same device, warranty/support, training and hardware configuration.	USD 72,500.00	5.00	1.00%	USD 358,875.00
415-00042	Trace Sampling Swabs, MX908 (100 count)	Trace Sampling Swabs, MX908 (2 hard cases, 100 swab count total).	USD 199.00	25.00	1.00%	USD 4,925.25

Shipping and Handling USD 600.00

Grand Total USD 364,835.85

Delivery, Banking & Payment Information

DELIVERY: <90 Days ARO
PAYMENT TERMS: NET 30 Days
SHIPPING TERMS: FOB Origin, Freight Prepaid

CAGE 6RTZ6
DUNS 078437853
TaxID 45-4524096



645 Summer Street
Boston, MA 02210

Payment Information

To Pay By ACH/Wire:

Routing (ACH) - 121000358
Routing (Wire) - 026009593
SWIFT - BOFAUS3N
Account - 1416818468

Bank:

Bank of America N.A.
8001 Villa Park Drive
Henrico, VA 23228
United States of America

Payments made via credit card will be subject to a 3.15% convenience fee.

Terms & Conditions

Terms of Sale

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** 908 Devices Inc., ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars. Buyer agrees to pay for all fees associated with the method of payment (e.g. wire fees). Payment by credit card will be subject to a 3.15% fee.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Seller's quote, for Products, or if none indicated then as specified in. Seller's product documentation, published specifications or package inserts. If a period of time is not specified in Seller's quote, product documentation, published specifications or package inserts, the warranty period shall be one (1) year. The warranty period will start 30 days from the date of shipment to Buyer for equipment (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION.

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

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10. INTELLECTUAL PROPERTY RIGHTS. 908 Devices exclusively owns and retains all intellectual property rights in and to the Products and technology that is in and included with the Products. No license or other rights, either express or implied, are granted by 908 Devices to Buyer under these Terms of Sale with respect to any such intellectual property rights. For more information about 908 Devices' patent portfolio, see www.908devices.com/patents.

The Product may not be disassembled or otherwise reverse engineered or analyzed by chemical, radiograph or other nondestructive tests or scans; for example, and not by way of limitation, any housing or other enclosure encasing any component of the Product may not be opened and any security locks, stickers, seals or notices that are affixed to the Product may not be opened or removed.

Buyer acknowledged and agrees that there can be no adequate remedy at law for any breach by Buyer of its obligations hereunder, that any such breach or any unauthorized use of the Product or of any of 908 Devices' intellectual property will result in irreparable harm to 908 Devices and therefore, that upon any such breach, unauthorized use or any threat thereof, 908 Devices will be entitled to appropriate equitable relief in addition, to whatever remedies it might have at law and to be indemnified by the Buyer from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Buyer's obligations hereunder or the unauthorized use of the Product or any of 908 Devices' intellectual property, Buyer will notify 908 Devices in writing immediately upon the occurrence of any such unauthorized use or other breach of which it is aware.

Buyer will not to sell, assign, pledge, mortgage, hypothecate, encumber, dispose or otherwise provide, transfer or make available the Product to any third party unless Buyer has entered into a written agreement with such third party that (i) contains in substance at least the terms of Sections 11 and this Section 10 of these Terms of Sale, and (ii) provides that 908 Devices is an intended third-party beneficiary of such agreement

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

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13. Resale. Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

14. U.S. Government. The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

15. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. Any action arising under



645 Summer Street
Boston, MA 02210

this Agreement must be brought within one (1) year from the date that the cause of action arose. (c) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (g) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.C. DS - Resolution No. 35-24 - DS - White Tanks FRS #4 Outlet Facility Easement for Flood Control Purposes
DATE PREPARED: 06/03/24	DISTRICT NO.:
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 35-24 approving an Easement for Flood Control Purposes by and between the City of Buckeye and the Flood Control District of Maricopa County relating to the White Tanks FRS #4 Outlet Facility and authorizing the Mayor to execute and deliver said Agreement.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye (City) is granting an 18-foot-wide strip of land on Van Buren Street, west of Jackrabbit Trail (Item F00434) and an 18-foot-wide strip of land on Van Buren Street between 191st Avenue and Perryville Road (Item F00436) to the Flood Control District of Maricopa County (FCDMC) to serve as a Flood Control Easement for the White Tanks FRS #4 Outlet. The purpose of the Easement will allow the FCDMC, as Grantee, the ability to construct, install, reconstruct, operate, repair, replace, maintain, and/or remove a storm drain, and appurtenances thereto ("Facility"), together with: (1) the right of unrestricted ingress and egress to, from, across, and along the Easement Area; and (2) the right, but not the obligation, to cut back and trim such portions of trees and vegetation that obstruct or interfere with the efficient access to, and/or maintenance and operation of, the Facility.

BENEFITS:

By granting this Easement for Flood Control Purposes, the City is providing the FCDMC the rights to construct, install, reconstruct, operate, repair, replace, maintain, and/or remove storm drain and appurtenances within the Easement Area, thus providing the City residents with safe and efficient flood control facilities.

FUTURE ACTION:

N/A

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

2023-2024

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

ATTACHMENTS:

[Buckeye - Flood Control District of Maricopa County White Tanks Flood Control Easement-4376820-v3.docx](#)

[Resolution_No._35-24_White_Tanks_FRS_Outlet_4_Channel \(smf 05_24_2024\).docx](#)

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

When recorded, return to:

City of Buckeye

Lucinda J. Aja, City Clerk

530 East Monroe Avenue

Buckeye, Arizona 85326

Exempt ARS § 11-1134, A2

EASEMENT FOR FLOOD CONTROL PURPOSES

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

This easement for flood control purposes is entered into as of the last date executed below by and between the following parties.

GRANTOR: CITY OF BUCKEYE, a municipal corporation

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a
political subdivision of the State of Arizona, its agents, contractors,
successors, and assigns

FOR AND IN CONSIDERATION of the sum of **TEN DOLLARS and no/100 Dollars (\$10.00)**, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to the **GRANTEE**, a non-exclusive easement ("Easement") on, over, under, across, and through the real property described in Exhibit "A", and depicted on Exhibit "B", which are both attached hereto and made a part hereof (collectively "Easement Area"), for the purpose of construction, installation, reconstruction, operation, repair, replacement, maintenance, and/or removal of a storm drain, and appurtenances thereto ("Facility"), together with: (1) the right of unrestricted ingress and egress to, from, across, and along the Easement Area; and (2) the right, but not the obligation, to cut back and trim such

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

portions of trees and vegetation that obstruct or interfere with the efficient access to, and/or maintenance and operation of, the Facility.

RESERVING however to **GRANTOR** such rights and privileges as may be used and enjoyed by **GRANTOR** without interfering with or abridging the rights herein granted to **GRANTEE**; provided however, **GRANTOR** shall not construct, or permit the construction of, any permanent structures in the Easement Area, nor plant any trees or deep-rooted vegetation, within the Easement Area.

Any and all uses of the Easement Area shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use.

GRANTEE shall review and permit, in accordance with **GRANTEE'S** Right of Way Use Permit process, any proposed modifications, new construction, and/or other activities undertaken or authorized by **GRANTOR** within the Easement Area, prior to any work, to ensure the Facility's intended use, functionality, and **GRANTEE'S** ability to operate and maintain its Facility, are not adversely impacted or diminished. If any **GRANTOR** use, or **GRANTOR**-authorized use, of the Easement Area causes interference with **GRANTEE'S** Facility, then the **GRANTOR** and/or the user shall, at its/their sole cost and expense, eliminate such interference.

The **GRANTEE** shall, at its sole cost and expense, maintain the flood control Facility and Easement Area in a state of good repair and in a safe condition. **GRANTEE** shall also use its best efforts to operate and maintain the flood control Facility in a manner which will not unreasonably interfere with the **GRANTOR'S** rights reserved within this Easement and Easement Area.

In the event **GRANTEE** removes the Facility, or in the event the Easement and Easement Area cease to be used for the purposes granted, **GRANTEE** shall notify **GRANTOR** in writing that the Easement and Easement Area are no longer needed by **GRANTEE**. In the event of evidence to **GRANTOR** that **GRANTEE** has removed the Facility, or in the event of evidence to **GRANTOR** that the Easement and Easement Area cease to be used for the purposes granted, and **GRANTEE** has not provided written notice to **GRANTOR** that the **GRANTEE** has abandoned the use of this Easement and Easement Area, then and in such event, **GRANTOR** shall notify

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

GRANTEE, in writing, that **GRANTOR** considers the Easement and Easement Area are no longer being used for the purposes granted or have been abandoned. In such event, **GRANTEE** shall respond to **GRANTOR within 30 days** as to whether the Easement and Easement Area are still

being used for flood control purposes or have been abandoned. If **GRANTEE** does not respond to **GRANTOR** in writing within **30 days** of **GRANTOR'S** written notice, such failure will be deemed to be evidence that **GRANTEE** no longer needs the Easement. If the Easement is no longer needed by **GRANTEE**, **GRANTOR** and **GRANTEE** shall execute a termination of this Easement which **GRANTOR** shall record in the public records of Maricopa County. Unless and until such termination is recorded, this Easement shall remain in full force and effect.

GRANTEE shall indemnify **GRANTOR** for any and all damages caused by or arising from the proximate result of the activities of the **GRANTEE**, and/or its officers, employees, agents and contractors, in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement, except such injury or damage caused by or arising from the negligence or willfulness of the **GRANTOR**.

This Easement shall run with the land and shall be binding upon the parties.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW*

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

GRANTOR:

CITY OF BUCKEYE, ARIZONA, an
Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this _____ day of _____, 2024, before me personally appeared Eric W. Orsborn, as Mayor of the City of Buckeye, an Arizona municipal corporation whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.

Notary Seal:

Notary Public

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

GRANTEE:

RECOMMENDED FOR APPROVAL:

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

Director Date

Alex Smith Date
Director, Real Estate Department

APPROVED AND ACCEPTED:

**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

Chairman of the Board Date

ATTEST:

Clerk of the Board Date

Approved as to form and within the powers and
authority granted to the Board of Directors.

General Counsel Date

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

EXHIBIT 'A'
DESCRIPTION
EASEMENT NO. 1

ITEM: F00434

Page 1 of 2

A STRIP OF LAND 18.00 FEET WIDE BEING PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 00°21'58" EAST A DISTANCE OF 2645.20 FEET, AND FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 89°37'55" WEST A DISTANCE OF 2642.92 FEET; THENCE NORTH 89°37'55" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 658.47 FEET; THENCE LEAVING SAID SOUTH LINE BEARING NORTH 00°22'05" EAST FOR A DISTANCE OF 46.00 FEET TO A POINT BEING 9.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF VAN BUREN STREET MARKING THE POINT OF BEGINNING;

THENCE SOUTH 89°37'55" EAST ALONG A LINE 9.00 FEET SOUTH AND PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 72.47 FEET; THENCE NORTH 08°03'11" EAST, ALONG A LINE 9.00 FEET EASTERLY AND PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.09 FEET; THENCE SOUTH 89°37'55" EAST, ALONG A LINE 9.00 FEET SOUTH AND PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 498.03 FEET; THENCE SOUTH 81°52'46" EAST ALONG A LINE 9.00 FEET SOUTH AND PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 87.42 FEET TO A POINT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, MARKING THE POINT OF TERMINUS.

FROM SAID POINT OF TERMINUS, THE SOUTHEAST CORNER OF SECTION 5 BEARS SOUTH 00°21'58" WEST A DISTANCE OF 44.21 FEET;

THE SIDELINES OF SAID 18.00 FOOT WIDE STRIP OF LAND ARE TO BE PARALLEL AND 9.00 FEET ON EACH SIDE FROM THE SAID CENTERLINE, AND ARE ALSO TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS, AND TO BEGIN AND TERMINATE AT THE RESPECTIVE SECTION AND QUARTER SECTION LINES AS DESCRIBED.

On behalf of Olsson,



THIS EASEMENT IS ASSOCIATED WITH DESIGN
CONTRACT FCD NO. 2010 C029
CONSTRUCTION CONTRACT FCD NO. 2018 C002

olsson

7250 North 16th Street, Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000

William D. Ziegler
Registered Land Surveyor
Arizona Registration Number: 64347
Expires 6/30/2023

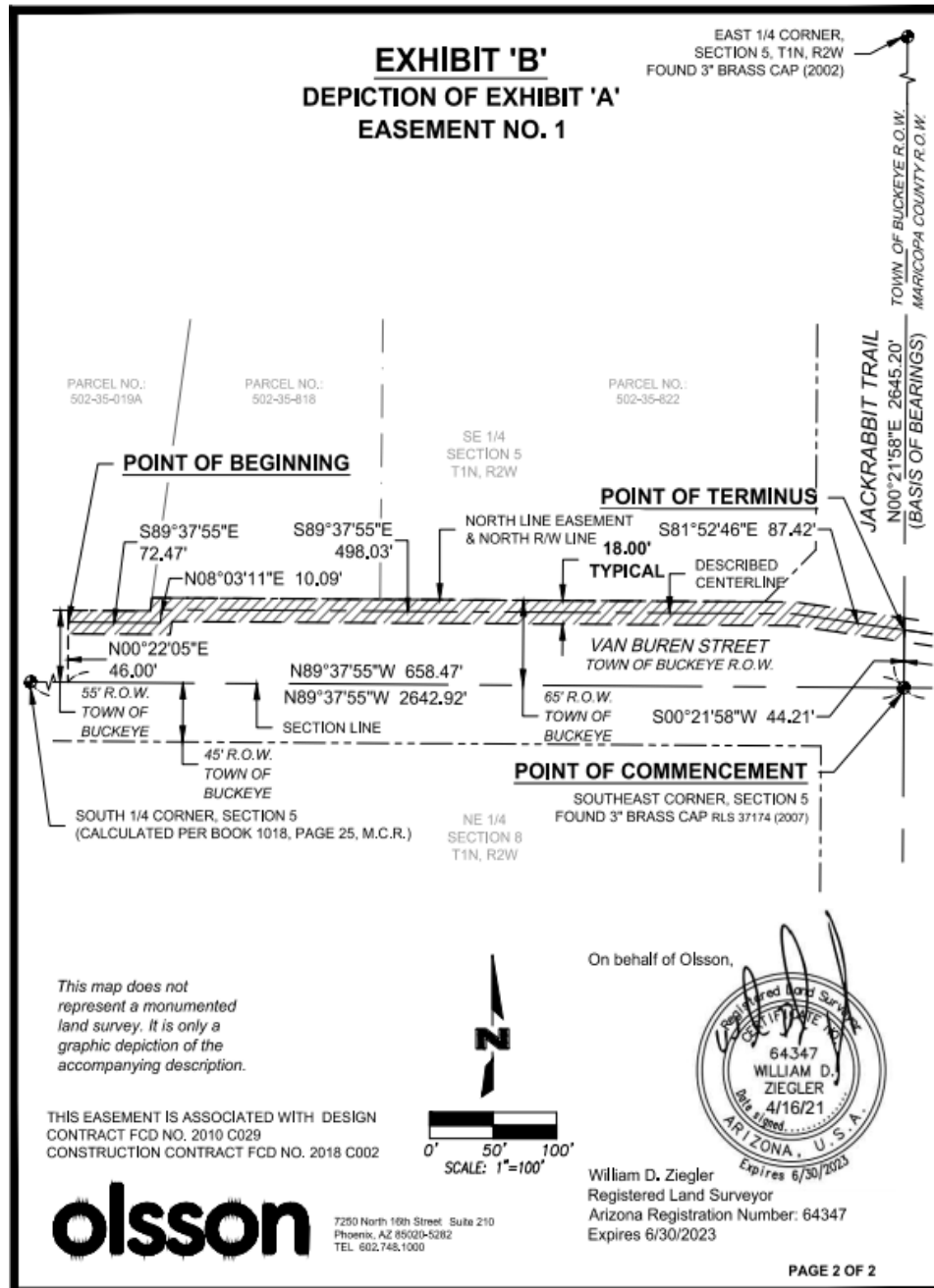
PAGE 1 OF 2

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436



Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436

ITEM: F00436

Page 1 of 2

EXHIBIT 'A'
DESCRIPTION
EASEMENT NO. 3

A STRIP OF LAND 18.00 FEET WIDE BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

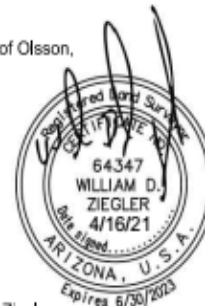
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 4 BEARS SOUTH 89°40'28" EAST A DISTANCE OF 2641.70 FEET; THENCE NORTH 00°38'42" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 36.01 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 82°23'37" EAST A DISTANCE OF 39.54 FEET TO A POINT 9.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE SOUTH 89°40'28" EAST ALONG A LINE 9.00 FEET SOUTH AND PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2602.21 FEET TO A POINT ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, MARKING THE POINT OF TERMINUS.

FROM SAID POINT OF TERMINUS THE SOUTHEAST CORNER OF SAID SECTION 4 BEARS SOUTH 00°12'39" WEST A DISTANCE OF 31.00 FEET.

THE SIDELINES OF SAID 18.00 FOOT WIDE STRIP ARE TO BE PARALLEL AND 9.00 FEET ON EACH SIDE FROM THE SAID CENTERLINE, AND ARE ALSO TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS, AND TO BEGIN AND TERMINATE AT THE RESPECTIVE SECTION AND QUARTER SECTION LINES AS DESCRIBED.

On behalf of Olsson,



THIS EASEMENT IS ASSOCIATED WITH DESIGN
CONTRACT FCD NO. 2010 C029
CONSTRUCTION CONTRACT FCD NO. 2018 C002

olsson

7250 North 19th Street Suite 210
Phoenix, AZ 85025-4282
TEL: 602.740.1000

William D. Ziegler
Registered Land Surveyor
Arizona Registration Number: 64347
Expires 6/30/2023

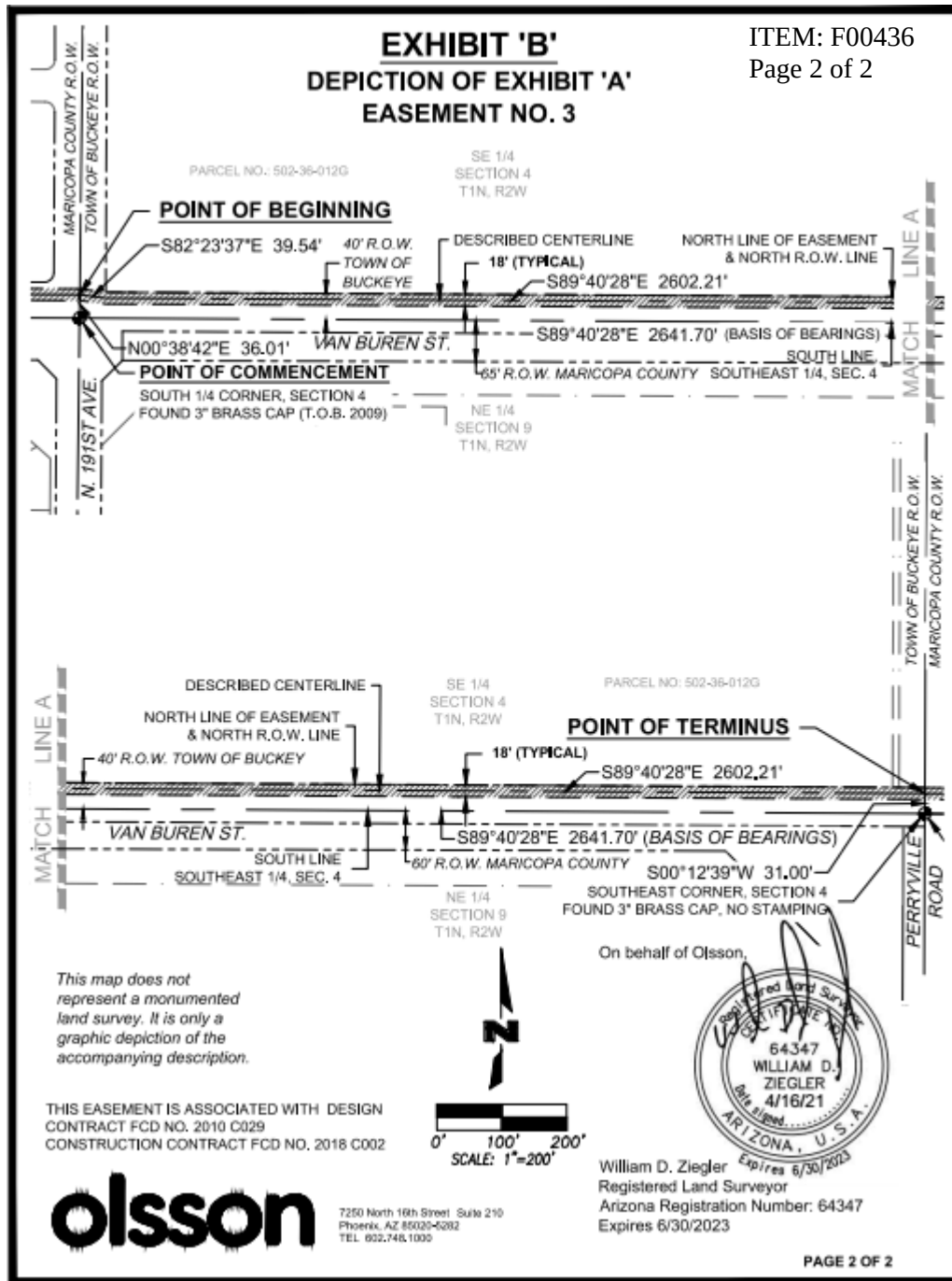
PAGE 1 OF 2

Resolution No. FCD 2010R003

Project No. 201.01.31

Project Name: White Tanks FRS #4 Outlet Facility

Item No. F00434 and F00436



RESOLUTION NO. 35-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN EASEMENT FOR FLOOD CONTROL PURPOSES BY AND BETWEEN THE CITY OF BUCKEYE AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE WHITE TANKS FRS #4 OUTLET FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT.

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

Section 1. The Easement for Flood Control Purposes by and between the City of Buckeye and the Flood Control District of Maricopa County, for the purpose of construction, installation, reconstruction, operation, repair, replacement, maintenance, and/or removal of a storm drain and appurtenances thereto is hereby approved in substantially the form and format that accompanies this Resolution No. 35-24, and is incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, on this 4th day of June, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.D. CS - Capital Improvement Plan (CIP) Project No. 109010 - Veterans Memorial at Sundance Park
DATE PREPARED: 06/03/24	DISTRICT NO.: 2
STAFF LIAISON: Robert Wisener, Deputy Director, rwisener@buckeyeaz.gov , (623) 349-6621	
DEPARTMENT: Community 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 authorizing the City Manager to negotiate and execute contracts on behalf of the City of Buckeye, to allow for construction in connection with Capital Improvement Plan (CIP) Project No. 109010, Veterans Memorial at Sundance Park, provided that the cumulative total of said contracts shall not exceed \$795,000.

SUMMARY

PROJECT DESCRIPTION:

In 2023, the City hired J2 Engineering to design a Veterans Memorial that would serve as a reflective space that honors our military. Following an analysis of several possible sites, Sundance Park Phase II was selected. The site is located on the east side of the lake in a large landscape island that met desired criteria, including that the area was accessible, was not in a heavily active area, and was large enough to host events, such as Veterans Day ceremonies. A volunteer committee was formed, comprised of members of the Patriotic Committee, Community Services Advisory Board, and City employees who served in the military, to review the memorial concept and provide feedback. On December 19, 2023, the volunteer committee met at the Park to review the draft concept, which was refined based on feedback received. On January 9th, J2 presented the revised concept, which was approved by the volunteer committee. The Community Services Advisory Board also approved the concept at their January 17, 2024 meeting.

The project includes memorial pillars for each branch of the military with an additional pillar to honor Police and Fire. There will be a seat wall, flag poles, enhanced landscaping, and lighting.

Staff has been working with Willmeng, the construction contractor who built Sundance Park Phase II, on pricing, and is working with the City Procurement staff to utilize a cooperative purchase agreement.

BENEFITS:

Once constructed, the Veterans Memorial at Sundance Park Phase II will provide a reflective space that honors our Veterans. During the design process, it was important to the volunteer committee that the space could host events, such as Veterans Day and was designed with this in mind.

FUTURE ACTION:

No further action is required. On Saturday, November 9th, Community Services is planning a dedication ceremony to unveil the new Veterans Memorial.

FINANCIAL IMPACT STATEMENT:

The contract amount for the CIP project is \$795,000 and is budgeted in FY25.

CURRENT FISCAL YEAR TOTAL COST:

\$795,000.

BUDGETED:

Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:

50214150-543215

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

ATTACHMENTS:

[Sundance Veterans Memorial Conceptual Renderings 01.12.24.pdf](#)

[Sundance Park Veterans Memorial Site Location.pdf](#)



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



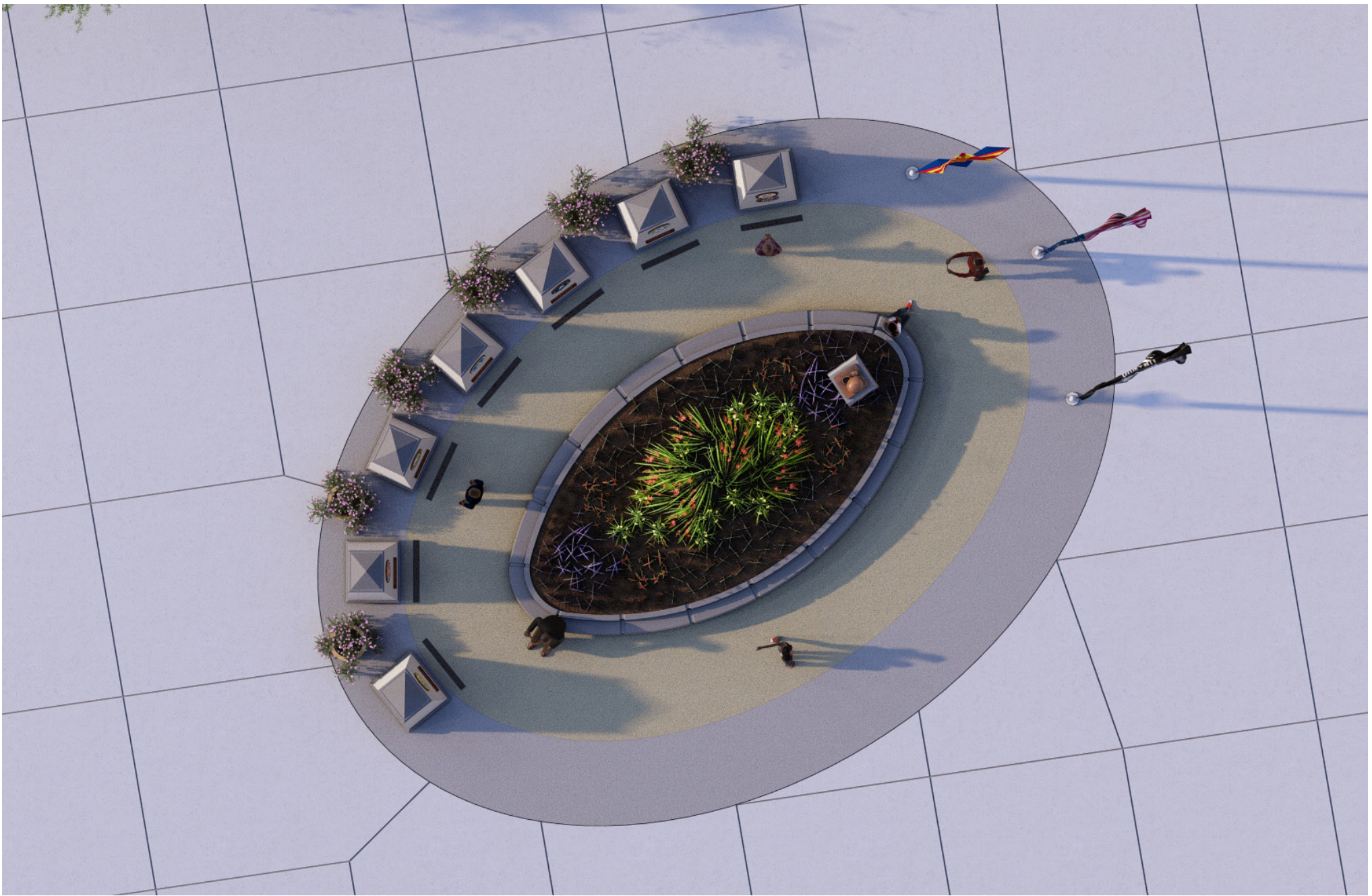
January, 2024



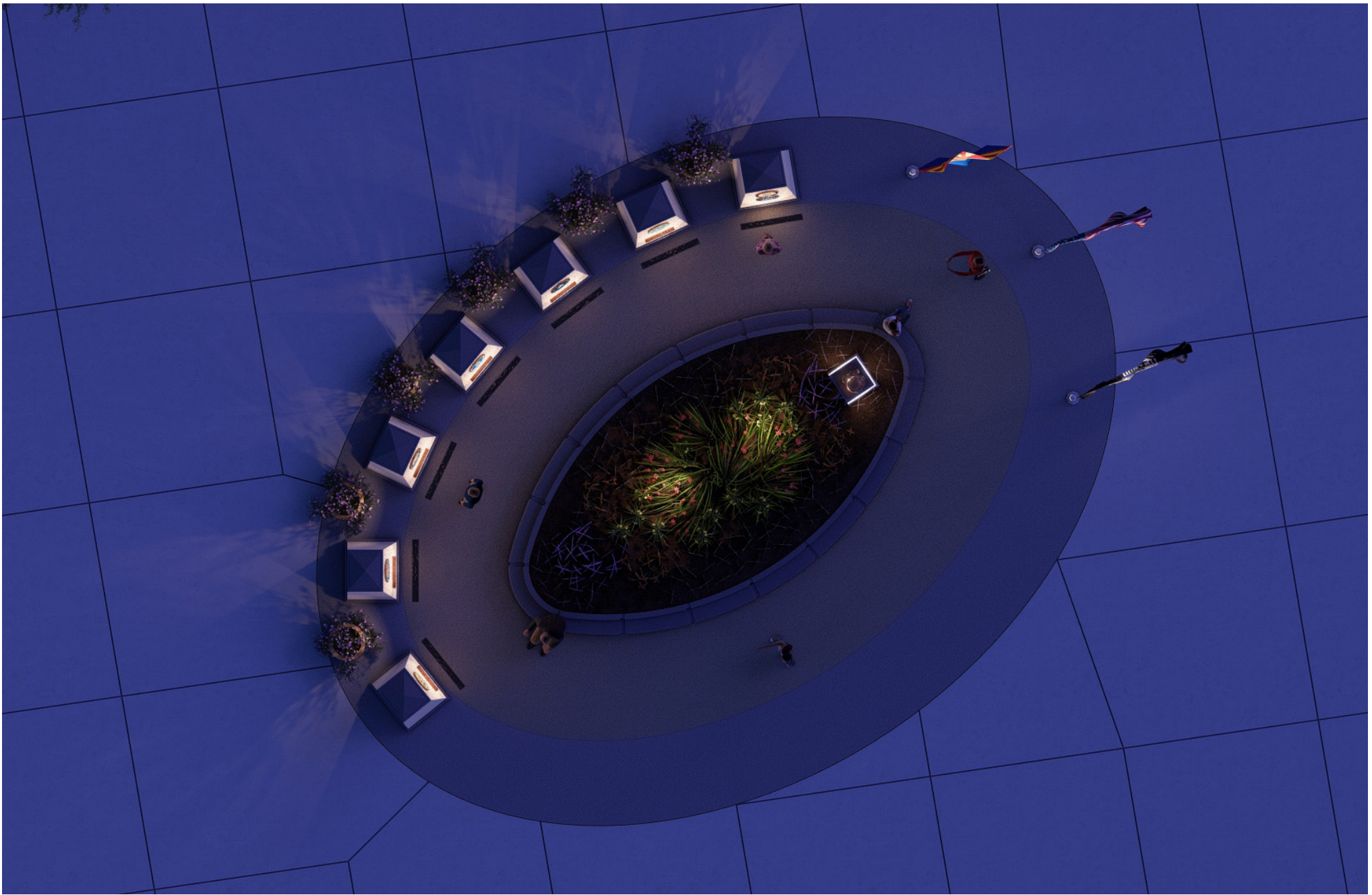
January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024



January, 2024

Location



Concept



Concept



Concept



Concept



Army
Marine Corps
Navy
Air Force
Space Force
Coast Guard
Public Safety



CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.E. CS - Bureau of Land Management (BLM) Studies for Lease of Two Parcels Adjacent to Skyline Regional Park
DATE PREPARED: 06/03/24	DISTRICT NO.: 6
STAFF LIAISON: Robert Wisener, Deputy Director, rwisener@buckeyeaz.gov , (623) 349-6621	
DEPARTMENT: Community 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 Change Order No. 3 to Task Order No. 1 of the On-Call Consulting for Engineering and Architectural Services Contract No. 2022003.16 between the City of Buckeye, an Arizona municipal corporation, and Terracon Consultants, Inc., a Delaware corporation, for professional studies required by the Bureau of Land Management to receive a Recreation and Public Purpose lease for two parcels between Skyline Regional Park and Verrado, totaling 640 acres.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye has been working with the Bureau of Land Management (BLM) over the past few years to receive a Recreation and Public Purpose (R&PP) lease for two parcels between Skyline Regional Park and the Verrado community. These two parcels total 640 acres. BLM has requested the City to complete additional studies prior to issuing the RR&PP lease, including a biological survey, an Environmental Assessment, and a Phase I Environmental Site Assessment. These additional studies will review the proposed improvements and analyze the impacts, if any, they will have to the natural resources found on the parcels.

The City has already completed a Plan of Development, which identifies concepts for amenities to be constructed on the two parcels, including a trailhead on both the southern and northern parcel as well as connecting trails to existing and future trails planned in Skyline Regional Park. These concepts were reviewed by Verrado DMB. In addition, the Community Services Advisory Board approved the concepts in the Plan of Development at their July 19, 2023 meeting. A cultural survey was also completed and submitted to BLM for review.

Once the additional studies are complete and BLM issues the lease, the City can begin making improvements to include a trailhead to replace the Lost Creek Temporary Trailhead that was eliminated as part of the extension of Lost Creek Drive. The lease will be similar to the one the City holds for Skyline Regional Park, which is a no cost, 25-year lease agreement, which can be renewed upon the end of the 25-year period.

BENEFITS:

The additional studies for the biological survey, Environmental Assessment, and Phase I Environmental Site Assessment are required by the Bureau of Land Management in order to receive a Recreation and Public Purpose (R&PP) lease. Once the R&PP lease is issued, the additional 640 acres will add to the existing leased area the City holds for Skyline Regional Park (8,675 acres), preserving a total of 9,315 acres of open space in the southern White Tank Mountains. The planned trailheads to be constructed on these parcels will provide additional access points to Skyline Regional Park.

FUTURE ACTION:

Staff will continue to keep Council informed of the progress we make with the Bureau of Land Management. Once we've moved through the federal process, the lease will be brought before Council for approval. Through conversations with BLM, we believe the lease could be ready to bring before Council in the next year or two.

FINANCIAL IMPACT STATEMENT:

Change Order #3 increases the contract to Terracon Consultants, Inc. by \$136,265. Funds for the additional studies are budgeted in FY25 under professional services in the Community Services operating budget.

CURRENT FISCAL YEAR TOTAL COST:

\$136,265

BUDGETED:

Yes

FISCAL YEAR:

24-25

FUND/DEPARTMENT:

10004150-520037 Professional Services General

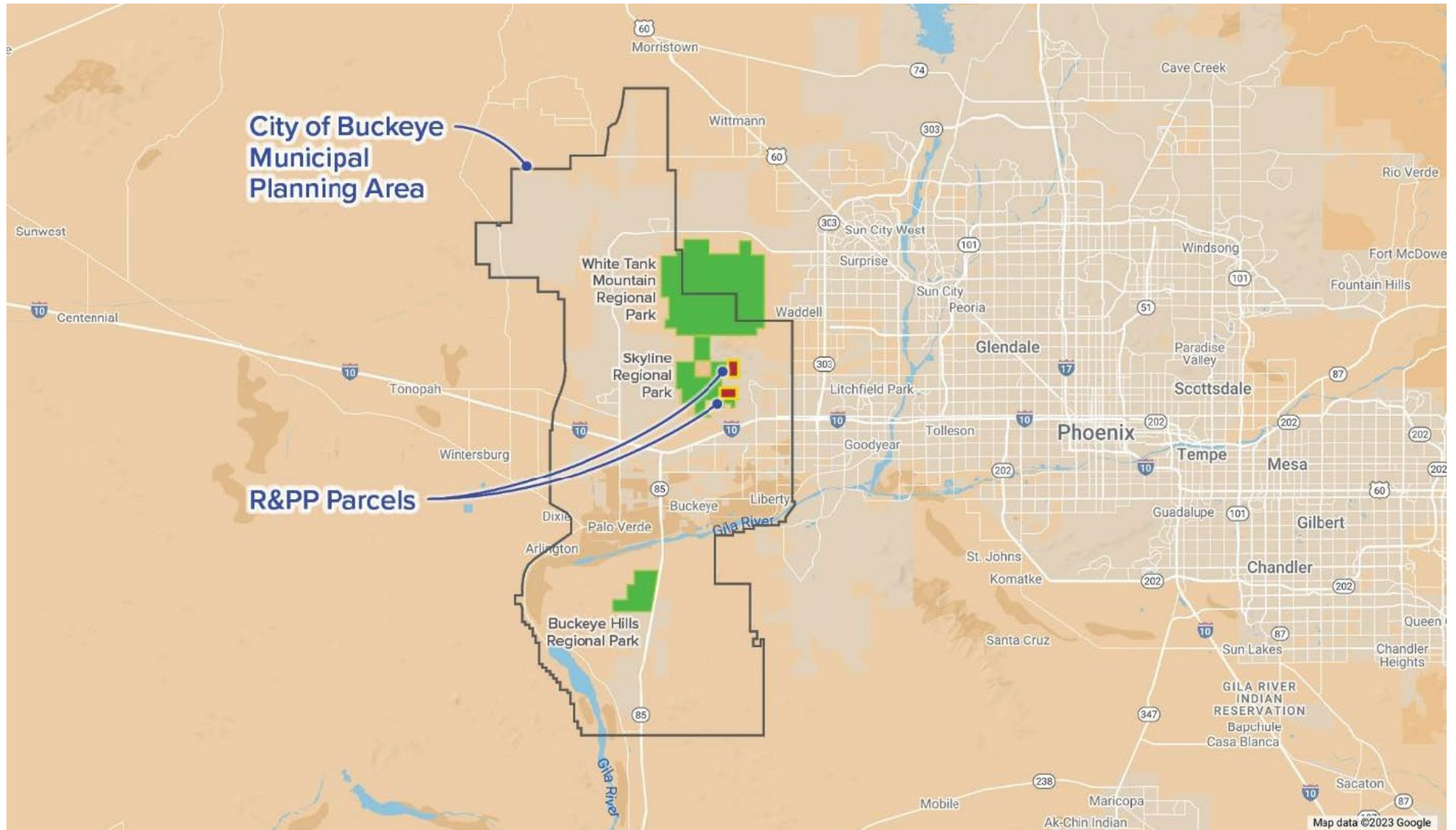
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

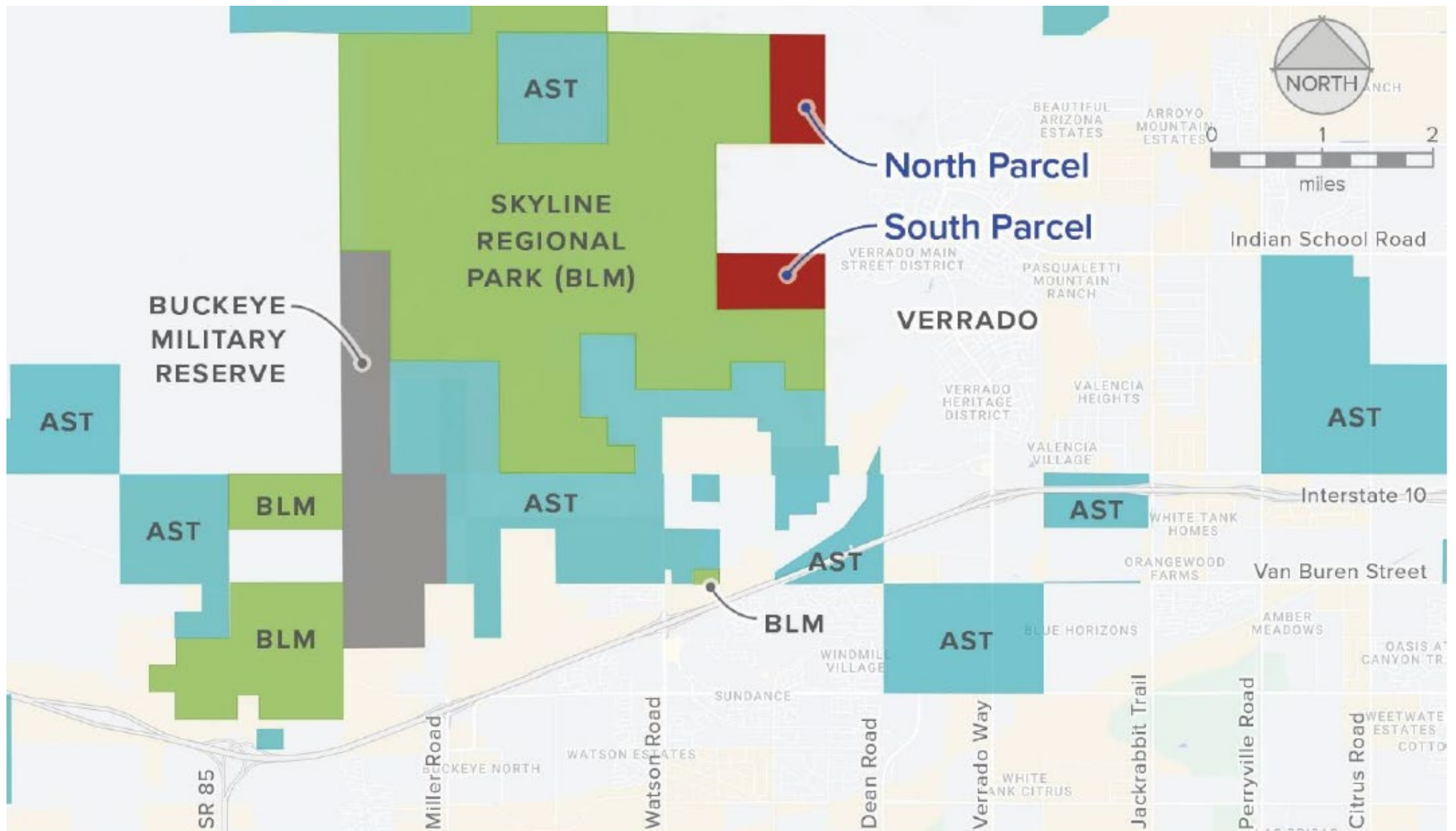
[BLM Parcel Maps.pdf](#)

[CO 3 to TO 1 2022003.16 with Terracon.pdf](#)

Map Depicting the Two BLM Parcels in Red



Map Depicting the Two BLM Parcels in Red



**ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
TERRACON CONSULTANTS, INC.
Contract No. 2022003.16
TASK ORDER NO. 1**

CHANGE ORDER # 3

THIS CHANGE ORDER # 3 (this “Change Order”) is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the “City”) and Terracon Consultants, Inc., a Delaware corporation (the “Consultant”). This Change Order modifies certain sections of Task Order No 1 to Contract No. 2022003.16 (the “Task Order”), with those sections not expressly modified remaining in full effect pursuant to their terms.

1. **Task Order Changes.** The following provisions of the Task Order are amended as described below:

ARTICLE 1 SCOPE OF SERVICES - Scope of Work, is amended to incorporate the additional services set forth in **Exhibit A**.

ARTICLE 2 SCHEDULE OF COMPLETION OF SERVICES – Term, is amended by extending the Contract end date to June 30, 2025.

ARTICLE 3 FEE BREAKDOWN - Contract Price, is amended by increasing the not-to-exceed amount from \$96,601.00 to \$232,866.00.

2. **Ratification.** Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Task Order, Contract No. 2022003.16, any other mutually-agreed contract documents, and the proposal, the documents shall govern in that order.

3. **Required Terms.** This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

4. **Task Order Cost of Services.** This Change Order affects the Cost of Services for this Task Order (the “Cost”) as follows:

The original Contract Price was not-to-exceed (NTE) \$58,645.00.

The amended Contract Price at the time of this Change Order was NTE \$96,601.00.

The amended Contract Price after this Change Order is NTE \$232,866.00.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Doug Sandstorm, Acting City Manager

CONSULTANT:

TERRACON CONSULTANTS, INC.,
a Delaware corporation



Karen Snodgrass, Senior Landscape Architect

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Exhibit A

**ON-CALL CONSULTING FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN THE CITY OF BUCKEYE AND ENVIRONMENTAL PLANNING GROUP, LLC
Contract No. 2022003.16 Task Order No. 1**

CHANGE ORDER #3

THIS CHANGE ORDER #3 (this "Change Order") is entered into as of April 30, 2024, between the City of Buckeye (City) and Environmental Planning Group, LLC (Consultant). This Change Order will shift fees for Task 3 to Task 2 and add three additional tasks (Tasks 6, 7, and 8) of Task Order No. 1, with the remaining sections not expressly modified remaining in full effect pursuant to their terms. A detailed scope of work for Tasks 6, 7, and 8 is described below.

Task 2: Plan of Development Documentation

No scope change is proposed for this existing task. The Consultant will address comments from the Bureau of Land Management (BLM), which are anticipated to include a request for a third alternative that represents a compromise between a no action proposal and the full requested buildout. The Consultant is requesting to transfer funds from Task 3 for Outreach and Engagement to Task 2 for use in future revisions to the Plan of Development (POD) and administrative effort for the extended project scope in this change order.

Task 3: Outreach and Engagement

The Consultant requests to close this task that was intended to seek community input on the POD and transfer the remaining funds to Task 2. Efforts for public involvement associated with the National Environmental Policy Act (NEPA) process are included in Task 7.

Task 6: Biological Survey

Task 6.1: Threatened/Endangered Species and Migratory Bird Evaluation

The federally listed threatened and endangered species evaluation will consist of identification and review of readily available resources that document the potential presence of federally listed species within the site and surrounding vicinity, combined with an onsite review of habitats to evaluate potential suitability for federally listed species.

The primary source utilized for identifying target species for the evaluation will be the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPaC) online project planning tool to identify federally listed threatened and endangered species as well as proposed listed and candidate species in the area. The Consultant will also conduct a review through the Arizona Game and Fish Department Online Environmental Review Tool to identify potential occurrences of tracked nongame and protected species and the list of highly safeguarded plant species from the Arizona Department of Agriculture for the site. The review will also briefly address the Migratory Bird Treaty Act and other federal laws and regulations protecting biological resources applicable to the site.

The Consultant will perform an onsite habitat evaluation to evaluate the site for presence of potentially suitable habitat for federally listed species identified in the IPaC report. Findings of the assessment, including habitat descriptions of each listed species and a species conclusion table, will be documented in a technical memo. This scope of services for site due diligence does not include systematic surveys for

the presence of listed species, but individuals of listed species would be documented if observed during the habitat evaluation.

If the site is selected for the proposed project, and the proposed site master plan requires anticipated impacts to potentially suitable habitat identified for federally listed threatened or endangered species, USFWS may require surveys for the species to determine whether the project would have an adverse effect on the listed species. The Consultant can provide costs for the required surveys on an as-needed basis. It should be noted that USFWS has specific survey windows and time periods established for surveys of listed species.

Per client request, the Consultant shall make available to the BLM, the GIS data collected as a deliverable.

Task 6.2: Noxious/Invasive Weed Survey

Per client request, the Consultant will inventory and map noxious and invasive weeds within the project footprint. The survey shall include the following:

- Identifying plants to the level necessary to determine if they are a Maricopa County designated A-, B-, or C-listed noxious weed per the Arizona Department of Agriculture – Admin. Code 3-4-245 definitions and noxious weeds list.
- Collecting GPS data of A-, B- and/or C- listed weeds found at the site. This includes point or polygon data of the location of weeds, identification of individuals or patches to genus or species (whichever is necessary to determine if the individual is on the noxious weed list), and tracking surveyor paths.
- Maps conveying field survey findings.

Per client request, the Consultant shall make available to the BLM, the GIS data collected as a deliverable.

Task 6.3: Weed Management Plan

Utilizing the Weed Management Plan Template (2024), the Pesticide Use Proposal (PUP) Form, and the Pesticide Application Record (PAR) Form provided to the client by the BLM Phoenix District Office, the consultant will prepare a preliminary draft Weed Management Plan for BLM review and comment. The plan will be prepared in response to the planned actions within the two parcels included in the POD known as the North Parcel and South Parcel, as identified in the Recreation and Public Purposes Act followed by a revised draft Weed Management Plan for BLM review and inclusion in the client lease proposal. Per the requirements of the BLM's Weed Management Plan Template, the Weed Management Plan will incorporate:

- An inventory of weeds identified during the initial onsite inventory and mapping of noxious and invasive weeds within the project footprint (based on Task 6.2).
- Associated maps of the project area and collected weed data.
- Additional mitigation measures to be determined in the preparation of the BLM EA.

Prior to submitting to the BLM, the Consultant will provide the draft Weed Management Plan to the City of Buckeye to ensure that the action plans outlined in the Weed Management Plan are achievable with resources available to or attainable by the City of Buckeye.

Deliverable

- Draft Weed Management Plan for the two parcels included in the POD known as the North Parcel and South Parcel, as identified in the R&PP.

Task 7: BLM NEPA Compliance

Task 7.1 Environmental Assessment

The Consultant will assist the City of Buckeye (Buckeye) to achieve NEPA compliance for their Skyline Regional Park Outlying Parcels Project (Project) based on the BLM Handbook (H-1790-1) (BLM Handbook), Council on Environmental Quality's (CEQ) NEPA regulations (40 CFR Parts 1500–1508) and the Department of the Interior (DOI) Departmental Manual (DM) 516, the DOI NEPA policy manual.

Additionally, the Consultant will work with the BLM Hassayampa Field Office of BLM Arizona and Buckeye to conduct the required environmental analysis, assist with public involvement and agency review, and prepare an Environmental Assessment (EA) document. The EA will be prepared to assist the BLM with the implementation of their program and compliance of the act. The proposed action analyzed within the EA is the long-term lease of two parcels of BLM-managed land totaling 640 acres for the purpose of expanding the public trail system and amenities of Skyline Park. The Consultant will coordinate the EA preparation effort closely with the POD prepared for the Project to ensure they are consistent.

The Consultant assumes that a Finding of No Significant Impact (FONSI) can be achieved, whereby potentially significant adverse impacts to resources resulting from the project would be avoided, reduced, or otherwise mitigated to levels considered less than significant based on current methodologies.

The Consultant will prepare a concise EA that focuses on the natural, manmade, and cultural resources with the greatest potential for impacts. The BLM Handbook process for the development of the purpose and need statement, scoping, and resources and issues requiring analysis will be the basis for the inventory and impact assessment.

The EA will analyze Full Buildout (Proposed Action), Reduced Development, and No Action Alternatives and include a detailed description of the recreation amenities, facilities, and support infrastructure and long-term operation of the parcels as required in the EA, along with an assessment of impacts during the construction and operation of the park.

EA-specific project management activities associated with the preparation of the EA include the preparation of and monthly updates to the EA project schedule and monthly status conference calls with Buckeye and BLM. The Consultant assumes the BLM will be the Lead Federal Agency overseeing the NEPA process and will be responsible for consulting with federally recognized tribes. Additionally, the Consultant assumes that no Cooperating Agencies would be required for the EA.

Deliverables

- EA Schedule (includes monthly updates)
- Monthly EA Status Meeting Agenda
- Monthly EA Status Meeting Notes

Environmental Study Area

The Consultant will work with BLM and Buckeye to develop the environmental study area (study area) for which the affected environment of existing conditions will be based and in which environmental impacts will be identified and evaluated.

The Consultant assumes the environmental study area will include the two parcels included in the POD known as the North Parcel and South Parcel, as identified in the R&PP.

Purpose and Need Statement

The Consultant will coordinate closely with the BLM and Buckeye to prepare a concise statement of the purpose of the proposed action and need for the action in accordance with BLM Handbook, Chapter 6 – *NEPA Analysis*, Section 6.2 *Purpose and Need*. The EA Purpose and Need Statement will be consistent with the *Statement of Need* in the POD.

Additionally, the Purpose and Need Statement will include the BLM decision to be made for the proposed action based on the NEPA analysis. For this Project, the Consultant assumes the BLM decision to be made involves whether to approve the Buckeye application to lease two parcels of BLM-managed land totaling 640 acres to expand the public trail system and amenities of Skyline Park.

Internal Scoping

The Consultant will work closely with the BLM and Buckeye to conduct internal scoping as part of the EA process. Internal scoping conducted early-on in the process will act to identify key resources for evaluation, define issues, refine the purpose and need, agree on alternatives, and identify data needs. The results of the internal scoping process will include:

- Resources and issues for assessment in the EA
- Resources and issues not present in the study area or dismissed from further assessment

Proposed Action and Alternatives

This section of the EA will describe the respective actions of the BLM and Buckeye to undertake the proposed action of constructing and operating the expansion of the public trail system and amenities of Skyline Park within the North and South parcels, including the identification and evaluation of practicable, reasonable, and feasible alternatives, as applicable. The Consultant's fee proposal assumes that three alternatives will be considered, screened, and evaluated:

- Full Buildout Alternative
- Reduced Development Alternative
- No Action Alternative

The proposed action is the leasing of 640 acres and associated development. Note that the No Action Alternative is considered as the baseline by which the Full Buildout and Reduced Development alternatives will be evaluated, as required by CEQ NEPA Regulations.

The Consultant assumes the Recommended Build Alternative will be selected during the alternatives description, screening, and evaluation phase of the EA process. The result of the alternatives process will include:

- Alternatives Description, Screening, and Evaluation
- Selection of Recommended Build Alternative

Deliverable

- Description of the Proposed Action and Alternatives (DOPAA)

Affected Environment

The Consultant will gather and analyze the data necessary to prepare the affected environment of existing conditions within the study area. The data will consist of existing readily available secondary data and studies. In addition, data from the field surveys and reports identified in this proposal will also be used as key primary data.

Environmental Impact Assessment

The Consultant assumes the impact assessment will analyze the Recommended Alternative and No Action Alternative. The results of the impact evaluation will be summarized for each resource in the Affected Environment and Environmental Consequences section of the EA.

The Consultant will evaluate the environmental impact assessment to determine how the short-term construction and long-term operation of the expansion of the public trail system and amenities of Skyline Park within the North and South parcels would affect or impact the resources in the affected environment of the study area. The types of impacts the Consultant will evaluate include:

- Short and long-term impacts
- Direct, indirect, and cumulative impacts
- Adverse and beneficial impacts
- Negligible, minor, and significant impacts

The objective of the impact assessment and mitigation resource protection planning process is to conduct a systematic analysis to determine the potential impacts of the project on the environment and how significant adverse impacts could be avoided, reduced, or otherwise mitigated to levels considered to be less than significant based on accepted methodologies.

Draft and Final EAs

The Consultant will prepare a preliminary Draft EA for BLM review and comment, followed by a revised Draft EA for public and agency circulation and review. The Consultant will work to keep the EA concise and to-the-point based on current NEPA document streamlining efforts by the CEQ, along with making the EA readable for the lay reader and general public.

The EA will include the following chapters based on the BLM Handbook on NEPA guidance:

- Chapter 1 – Introduction and Background
- Chapter 2 – Purpose and Need for Action and Decision to be Made
- Chapter 3 – Proposed Action and Alternatives
- Chapter 4 – Affected Environment
- Chapter 5 – Environmental Consequences
- Chapter 6 – Tribes, Individuals, Organizations, or Agencies Consulted
- Chapter 7 – List of Preparers
- Chapter 8 – References

The Revised Draft EA will be circulated for public and agency review for a 30-day review period. The Consultant will collect and compile all public, agency, and stakeholder comments and place them in a Comment and Response Matrix. After the review period, the Consultant will work with the BLM and Buckeye to prepare responses to substantive comments. The comments and responses may also result in the need to revise the Draft EA. After revision, the Consultant will submit the Preliminary Final EA for BLM and Buckeye review. The Consultant will then prepare the Revised Final EA, along with a Draft FONSI as a separate document for BLM and Buckeye review. The FONSI will act to concisely summarize the Revised Final EA, including a Summary of Environmental Impacts of Alternatives and any measures or environmental commitments required to mitigate significant environmental impacts.

Deliverables

- Preliminary Draft EA
- Revised Draft EA for Public and Agency Review
- Draft EA Review Comment and Response Matrix
- Preliminary Final EA

- Revised Final EA and FONSI

Task 7.2 External Scoping, Public Involvement, and Tribal Coordination/Consultation

The Consultant will assist the BLM and Buckeye with the scoping process and public outreach and involvement, as required by the BLM Handbook and CEQ NEPA Regulations.

Scoping

The Consultant shall compile a list of federal, state, regional, and local agencies, Tribes, municipalities, and key stakeholders as part of the initial Scoping activities. The Consultant will prepare and email Scoping Letters to each organization describing the proposed action and requesting input. The Consultant will also assist the BLM and Buckeye with public involvement and outreach activities required as a key part of the NEPA process based on DOI/BLM guidelines. The BLM will be responsible for consulting with federally recognized tribes in accordance with Executive Order 13175.

Public Involvement

The Consultant will assist the BLM and Buckeye in the coordinating, facilitating, attending, recording, and summarizing the Public Scoping Meeting as a key part of the NEPA EA process. The Consultant assumes the Scoping Meeting will be held in Buckeye proximate to Skyline Regional Park, along with a field visit to include BLM representatives, Buckeye officials, interested agencies, Tribes, and/or key stakeholders.

The Consultant will prepare the public meeting notification and publish the approved public meeting notification in one local/regional newspaper. The Consultant will provide affidavits of publication, provided by the newspaper, to the BLM and Buckeye. The Consultant will also prepare the public availability notice of the Draft and Final EA/FONSI.

The Consultant will coordinate, schedule, and attend the Public Scoping Meeting to be conducted in an open house format with the specific meeting location to be approved by the BLM and Buckeye. For the meeting, the Consultant will prepare meeting display and handout materials and participate in the meetings with representatives from BLM and Buckeye. The type of meeting (e.g., in-person vs. virtual) will be determined based on guidance from BLM. The consultant will not facilitate the meeting and it is assumed that the venue will be available without a cost.

The Consultant will compile any comments offered by the public or agencies in a Comment and Response Matrix, prepare draft responses, and finalize the official responses after BLM and Buckeye review. The Consultant will then prepare a Draft and Final Public Scoping Meeting Summary Report, which will be appended to the Draft and Final EA/FONSI.

Tribal Coordination/Consultation

Tribal coordination and consultation will be undertaken solely by the BLM. The Consultant will assist the BLM in this effort on an as-needed basis at BLM's request. Items the Consultant can assist with include preparing proposed action coordination letters to local and regional Tribes for BLM distribution and preparing draft comment responses to Tribal inquiries or comments.

Deliverables

- Draft and final Scoping Letters
- Draft and final public scoping meeting notice
- Record of publication for public scoping meeting notice
- Draft and final posters and handouts for public scoping meeting
- Draft and Final Public Scoping Summary and Field Trip Summary Report

- Draft and Final EA/FONSI availability letter
- Record of publication for Draft EA availability publication notice
- Final EA/FONSI availability notice
- Final EA/FONSI availability publication notice
- Record of publication for Final EA/FONSI

Administrative Record

The Consultant will provide the BLM and Buckeye an Administrative Record that documents all correspondence related to the review; meetings and meeting summaries; copies of all information provided to stakeholders; copies of correspondence received; copies of reports, data, and other information produced by Buckeye to support the environmental reviews; oral and written comments received from stakeholders; and results of coordination with local, state, and appropriate federal agencies, landowners, and other interested citizens or groups (e.g. environmental groups).

Deliverable

- Administrative Record of the EA

Task 8: Base Phase I ESA Services

The Phase I Environmental Site Assessment (Phase I ESA) will be performed consistent with the procedures included in ASTM E2247-16, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process for Forestland or Rural Property*. The purpose of this Phase I ESA is to assist the client in developing information to identify recognized environmental conditions (RECs, as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by the Consultant in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E2247-16 as "(1) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." A *de minimis* condition is not a recognized environmental condition.

Physical Setting

The physical setting for the site will be described based on a review of the applicable United States Geological Survey topographic quadrangle map, United States Department of Agriculture soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)

- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable, and likely useful:

- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, permits, and registrations or geotechnical report, if provided by the client.
- Site title search information, if provided by client
- Environmental liens, if provided by client

Pursuant to ASTM E2247-16, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E2247-16, title search information reports shall review land title records for documents recorded between 1980 and the present. If the client is unable to provide land title records (or judicial records where appropriate), the Consultant may contract an abstract firm to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within 3 days of project commencement, the Consultant will rely on the client to provide land title records (or judicial records where appropriate). If land title records (or judicial records where appropriate) are not provided for review in a timely manner, the Consultant may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the Phase I ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E2247-16, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to 2 hours of regulatory agency file and/or records review, including client-provided reports and files. If the results of this initial review appear to warrant a

more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs per ASTM E2247-16. Note that a site reconnaissance under ASTM E2247-16 is not intended to include visual observation of the entire property. The initial site reconnaissance will consist of a review of aerial photographs to ascertain evidence of development and other suspect activities at the site noted as areas of interest. Identified areas of interest will be accessed, as possible, and subjected to visual observations by the Consultant. The site reconnaissance will include, where applicable, an interview with site personnel the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying RECs

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A report will be submitted that presents the results of this assessment based on the scope of services and limitations described herein. Recommendations will be developed as part of the Phase I ESA scope of services. A PDF-formatted copy of the final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d).

Additional Services Beyond Base Phase I ESA

The following services, although not specifically required by ASTM E2247-16, may also be performed concurrently with Phase I ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this Phase I ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Visual Observations for Suspect Lead-Based Paint
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Microbial Growth
- Radon Records Review
- Short-Term Radon Testing
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- ASTM E 2600-15 Vapor Encroachment Screen
- Review of Per- and Polyfluoroalkyl Substances (PFAS)

Schedule

Services will be initiated upon receipt of the written notice to proceed. The report will be submitted within 3 weeks after receipt of your written notice to proceed, assuming site access can be obtained within 5 business days after the notice to proceed.

Client shall provide the following items at the time of notification to proceed.

- The completed ASTM E2247-16 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records between 1980 and present.

Please note that requested regulatory files or other information may not be provided to the Consultant by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this Phase I ESA.

Reliance

The Phase I ESA report will be prepared for the exclusive use and reliance of City of Buckeye and BLM. Reliance by any other party is prohibited without the written authorization of the client and the Consultant.

If the client is aware of additional parties that will require reliance on the Phase I ESA report, the names, addresses, and relationship of these parties should be provided for Consultant approval prior to the time of authorization to proceed. The Consultant may grant reliance on the Phase I ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and the Consultant consent to reliance on the Phase I ESA by a third party, the Consultant may grant reliance upon receipt of a fully executed Reliance Agreement, requested information, and receipt of an additional minimum fee of \$250 per relying party.

Reliance on the Phase I ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and Phase I ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of the Consultant's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E2247-16 Section 4.6. If the Phase I ESA will be used by a different user (third party) than the user for whom the Phase I ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E2247-16.

Scope and Report Limitations

Site Access and Safety: Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. The Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, the Consultant retains the right to stop work without penalty at any time the Consultant believes it is in the best interests of the Consultant's employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by the Consultant related to the Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying the Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to the Consultant, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees), or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this Phase I ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This Phase I ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations (unless specifically requested), or other services not particularly identified and discussed herein. No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

Assumptions

The Consultant makes the following assumptions:

- The Consultant will have access to the project area.
- The Consultant is not responsible if the project area is inaccessible.
- The Consultant will have access to the site during an ecologically appropriate time of year.

- The Consultant is not responsible for delays to the project schedule due to unforeseen circumstances such as agency review time.
- The Consultant will provide support to the City for public involvement efforts by attending public meetings to be available for questions and technical assistance as well as providing materials for exhibits. Advertising and leading public events will be the responsibility of the City.
- The scope for Task 6.2 Noxious/Invasive Weed Survey and Task 6.3 Weed Management Plan applies to the two subject parcels and excludes the existing Skyline Regional Park area.

1. **Contract Changes.** The following provisions of the Contract are amended as described:

- a. **Article 2 – Schedule of Completion of Services** – the original schedule of completion is revised to reflect the term of the task order being thirteen (13) months from the Notice to Proceed, which aligns with the contract end date to June 30, 2024. It is anticipated that Task 7 and Task 7b will extend beyond June 30, 2024, to carry over to the next fiscal year.

2. **Ratification.** Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of conflict or discrepancy between the terms of this Change Order, the Task Order, the Contract, and other contract documents, the documents shall govern in that order.

3. **Contract Price.** This Change Order affects the Contract price as follows: Original Contract Price has increased by \$136,265 as broken down by the following tasks:

Task	Change in Fee
Task 2: Plan of Development Documentation	+ \$4,553.90
Task 3: Outreach and Engagement (close this task)	– \$4,553.90
Task 6: Biological Survey	+ \$33,445.00
Task 7: BLM NEPA Compliance	+ \$90,100.00
Task 7b (Optional): Environmental Impact Assessment of Reduced Development Alternative (if required by BLM)	+ \$5,300.00
Task 8: Base Phase I ESA Services	+ \$7,420.00
Total	+\$136,265.00

4. **2024 Fee Schedule.** We have not updated our on-call contract fee schedule since 2022. The following table lists billing rates for staff in the previous fee schedule as well as additional staff required to perform the work in this change order:

Staff	Hourly Rate
Principal	\$222.00
Senior Project Manager II	\$219.00
Senior Project Manager I	\$170.00
Senior Landscape Architect/Project Manager	\$138.00
Landscape Architect	\$124.00
Senior Landscape Designer	\$123.00
Staff Landscape Designer	\$101.00
Field Landscape Designer	\$85.00
GIS Specialist II	\$121.00
GIS Specialist I	\$105.00

Environmental Planning Manager	\$210.00
Lead Biologist	\$258.00
Biologist	\$100.00
Environmental Staff Professional	\$95.00
Authorized Project Reviewer	\$197.00
Technical Editor	\$120.00
Senior Financial Analyst	\$130.00
Administrative Staff II/Financial Analyst	\$120.00
Administrative Staff I	\$78.00

We greatly appreciate this opportunity to continue to serve the City and are eager to get started.

Sincerely,



Karen Snodgrass
Senior Landscape Architect



Jennifer Peters
Authorized Project Reviewer

ASTM E2247-16 User Questionnaire



Date Completed		
Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	Skyline	
Site Address	Verrado Outlying Parcels Plan of Development – City of Buckeye, Arizona	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	☐ No ☐ Yes (If yes, please explain)	
Confidentiality Requirements?	☐ No ☐ Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
To qualify for one of the <i>Landowner Liability Protections (LLPs)</i> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “ <i>Brownfields Amendments</i> ”), the user must respond to the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The user should provide the following information to the <i>environmental professional</i> . Failure to conduct these inquiries could result in a determination that “ <i>all appropriate inquiries</i> ” is not complete.		
1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.25)? ☐ No ☐ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.26)? ☐ No ☐ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ☐ No ☐ Yes (If yes, explain below)		
4) Does the purchase price being paid for this site reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the site? ☐ No ☐ Yes ☐ Not applicable (If yes or Not applicable, explain below)		
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken place at the site? ☐ No ☐ Yes (If yes, explain below)		
6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of releases at the site (40 CFR 312.31)? ☐ No ☐ Yes (If yes, explain below)		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Project No. **PJU217085A**

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.F. WR - Resolution No 25-24, the First Amendment to the Farallon Development Agreement with D.R. Horton, Inc.
DATE PREPARED: 06/03/24	DISTRICT NO.: 1
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 25-24 approving the First Amendment to the Development Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, related to water infrastructure and certain wastewater infrastructure to be constructed and conveyed to the City of Buckeye by Forestar (USA) Real Estate Group Inc. in connection with the Farallon Development in the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

On February 21, 2023, the City entered into a Development Agreement with Forestar (USA) Real Estate Group, Inc. related to the Farallon development, to which D.R. Horton is the successor-in-interest. As part of the original Development Agreement, the water drawn from the Dietz-Crane Well, an agricultural well, Registration No. 55-625919, was intended to be used by the owner for construction-related purposes. At the end of construction, the well and water rights were to be transferred to the City of Buckeye. Since the original agreement date, the City has determined it has no need for the well. This action would amend the Agreement to require D.R. Horton to abandon the well at no cost to the city in conjunction with completing the intersection improvements.

BENEFITS:

Abandonment of the well allows for the planned improvements to the right-of-way. This action also streamlines the abandonment process by its current owner, D.R. Horton.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

None.

CURRENT FISCAL YEAR TOTAL COST:

None.

BUDGETED:

No

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

ATTACHMENTS:

DA G-11-4 Forestar USA Real Estate Group Inc.pdf
Dietz Crane Agricultural Well -General Site Map.pdf
Resolution No. 25-24 First Amendment Farallon Development Agreement with D.R. Horton Inc..docx
First_Amendment_Farallon_DA_FINAL_DR_Horton_PE 05_15_2024 (smf 05_20_2024).pdf

WHEN RECORDED, RETURN TO:

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

005619-22-1-1--
chavezc

**DEVELOPMENT AGREEMENT
(Farallon)**

**DATED FEBRUARY 21, 2023
BETWEEN**

**THE CITY OF BUCKEYE, an
Arizona municipal corporation,**

AND

**FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation**

DEVELOPMENT AGREEMENT

1. **Date.** The date of this Development Agreement ("***Agreement***") is February 21, 2023 (the "***Effective Date***").

2. **Parties.** The parties to this Agreement are:

(a) City of Buckeye, Arizona
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326 ("City")

(b) Forestar (USA) Real Estate Group Inc.
1661 East Camelback Road, Suite 330
Phoenix, AZ 85016
Attention: Brian Konderik

("Owner")

3. **Background.** The following is the background to this Agreement:

(a) Owner is the owner of 902 single family lots located in Buckeye, Arizona (the "***City***"), as legally described in the attached **Exhibit A** (the "***Existing Lots***").

(b) Owner may re-plat or otherwise subdivide Farallon Unit 2 Tract F into up to ten (10) additional single family lots (the "***Tract F Lots***"), and together with the Existing Lots, (the "***Lots***"). The Lots are within the development commonly referred to as the Farallon development.

(c) Owner intends to develop the Lots as a phased development.

(d) By letter agreement, dated March 25, 2009, D. R. Horton, Inc. – Dietz-Crane ("***Horton***") granted permission to the City to use the City-approved plans and specifications prepared for Horton to construct and install Well No. 2 (as defined below).

(e) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S.***") § 9-500.05 and City Code, including the City's Development Code, with respect to water and wastewater infrastructure to facilitate the proper development of the Lots.

4. **Agreement.** For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

5. Infrastructure.

(a) The Owner shall provide to the City (i) one or more water wells with an aggregate rated flow rate of not less than 544 gallons per minute or such lower or higher rated flow rates to serve the Lots based on City design standards as demonstrated in the water master plan for the Farallon development, and (ii) one or more additional water wells with an aggregate rated flow rate of not less than 544 gallons per minute out of service or such lower or higher rated flow rates to serve the Lots based on City design standards as demonstrated in the water master plan for the Farallon development. The contaminants in the water produced (after any required treatment) must be below action levels for regulated substances under (i) state and federal Safe Drinking Water Act requirements at the time of the City's approval to construct the applicable water well, and (ii) standards that have been adopted by City Council as of the Effective Date of this Agreement (collectively, the ***"Water Quality Requirements"***).

(b) In order to provide the required water capacity for the Lots, the Owner must deliver, or cause to be delivered, to the City, from any or all of the below wells: (i) one or more water wells with an aggregate rated flow rate of not less than 544 gallons per minute or such lower or higher rated flow rates to serve the Lots based on City design standards as demonstrated in the water master plan for the Farallon development, and (ii) one or more additional water wells with an aggregate rated flow rate of not less than 544 gallons per minute out of service or such lower or higher rated flow rates to serve the Lots based on City design standards as demonstrated in the water master plan for the Farallon development. Independent of the number of wells required to serve the Lots the Owner shall dedicate all well sites referenced in this Agreement to the City. All well and wellsite construction required to be performed by Owner in accordance with the terms and conditions of this Agreement shall be in compliance with City requirements, including the City's adopted standards (unless such wells or well sites were previously approved by City). Owner's submittal of design reports and plans for construction of wells, treatment or other infrastructure to be constructed pursuant to this Agreement shall comply with City requirements (except for construction of Well No. 2 (as defined below), which was previously approved and constructed).

(c) Wells. Owner, or Owner's predecessor, drilled 2 wells in 2007 to provide municipal water service to the Lots, which wells are located on the well sites more particularly described on **Exhibit C** ("***Well Site No. 1***") and **Exhibit D** ("***Well Site No. 2***"). Well Site No. 1 and Well Site No. 2, may hereinafter collectively be referred to as the ***"Well Sites"***. The City, at its sole cost, drilled a test well, one quarter mile north of Baseline Road adjacent to the east side of the State Route 85 Rights-of-Way shown on **Exhibit E** ("***TB1 Well***"). In order to develop the Lots, Owner must deliver, or cause to be delivered the wells and the Well Sites to the City as set forth below.

(i) Farallon Well and Well Site No. 2. In 2008, City constructed, installed, equipped and operated a well on Well Site No. 2 ("***Well No. 2***"). Subsequently, the water quality of Well No. 2 deteriorated below source water standards and Well No. 2 was shut down. In order to utilize Well No. 2, the Owner, at its sole expense, must properly analyze water quality and, if necessary, determine and install the appropriate onsite treatment or other measures to bring Well No. 2 into compliance with Water Quality Requirements prior to transmitting water to the

Farallon Water Campus. Owner will convey Lot 117 to the City if such adjacent Lot is needed for the construction of Well No. 2. In addition, Owner shall dedicate an easement for access, well maintenance, pumping, well discharge, and tract repair if needed (collectively, the ***“Well Discharge Easement”***) across Farallon Unit 3 Tract E (***“Tract E”***). In order to utilize Tract E for well discharge the Owner shall, at its sole cost, construct and install a piping system approved by the City, from Well Site No. 2 onsite retention basin to Tract E thus allowing well discharge to reach Tract E. City, at its sole cost and expense, shall operate and maintain Well No. 2.

(ii) Farallon Well and Well Site No. 1. The well on Well Site No. 1 (***“Well No. 1”***) has not been equipped or operated. If Owner believes Well No. 1 will produce better quality water than Well No. 2, the Owner may elect to equip Well No. 1. In order to utilize Well No. 1, the Owner shall submit a written report to the City verifying compliance with Water Quality Requirements for Well No. 1. In order to place Well No. 1 into service, Owner, at its sole expense, must properly analyze water quality and, if necessary, determine and install the appropriate onsite treatment or other measures to bring Well No. 1 into compliance with Water Quality Requirements prior to transmitting water to the Farallon Water Campus. In addition to compliance with Water Quality Requirements the Owner shall comply with all City requirements for well and well site construction including design standards. Owner will convey Lot 515 to the City if such adjacent Lot is needed for the construction of Well No. 1. In addition, Owner shall dedicate a Well Discharge Easement across Farallon Unit 2 Tract D (***“Tract D”***). In order to utilize Tract D for well discharge, the Owner shall record a 10 foot (10') pipeline easement across the rear of Lots 515 and 516 within such easement. Owner shall at its sole cost, construct and install a piping system, approved by the City, from Well Site No. 1 onsite retention basin to Tract D thus allowing well discharge to reach Tract D.

(iii) TB1 Well. The water quality results received from the TB1 Well indicate that if TB1 Well is developed, treatment may be necessary to comply with Water Quality Requirements. In order to utilize the TB1 Well, Owner, at its sole expense, must complete the construction and equipping of the TB1 Well to comply with Water Quality Requirements and Owner shall comply with all City requirements for well and well site construction including design standards. If the Owner develops the TB1 Well pursuant to the requirements of this Agreement, the Owner shall acquire the real property for the well site and all easements necessary to access the well site. The acquisition of the well site and access easements shall be at the Owner's sole cost.

(iv) Reverse Osmosis Treatment System. City hereby approves the use of a reverse osmosis treatment system constructed and installed in accordance with plans and specifications approved by the City (the ***“RO System”***) as an appropriate onsite treatment to bring Well No. 2, Well No. 1, and, if necessary, the TB1 Well into compliance with Water Quality Requirements. Owner, at its sole cost and expense, will construct and install the RO System in accordance with City Code, including warranty and maintenance requirements, and after acceptance by the

City, Owner shall dedicate and convey the RO System to the City for City operation. Alternatively, if City and Developer agree on a guaranteed maximum price construction contract publicly procured by City in compliance with Title 34 of the Arizona Revised Statutes and requirements of the City's procurement code adopted by City Council, and other reimbursable costs, and the City constructs and installs the RO System, after completion of construction of the RO System Owner shall reimburse the City for the City's actual and reasonable out-of-pocket costs and expenses within fifteen (15) calendar days of the date of the City's written request or invoice.

(v) Arsenic Treatment. If arsenic levels are above drinking water standards and require treatment to meet Water Quality Requirements, the Owner shall be required to propose specific treatment solutions in a design report to be submitted for City review and approval. The Owner may blend or be required to install an arsenic treatment system on the Farallon Water Campus at their sole expense to comply with the Water Quality Requirements.

(d) Conveyance of Well Site No. 2 to City. Upon compliance with the requirements in this Section 5, Owner will convey, at no cost to the City, by special warranty deed, fee title to the City to Well Site No. 2 and adjacent Lot 117, if such adjacent Lot is needed to improve the water quality of Well No. 2 as determined by the City on or before conveyance of Well Site No. 2 and, if applicable, Lot 117. Well Site No. 2 and Lot 117 will be conveyed in their "as is, where is" condition, without any representations or warranties.

(e) Conveyance of Well Site No. 1 to City. Upon compliance with the requirements in this Section 5, Owner will convey, at no cost to the City, by special warranty deed, fee title to the City to Well Site No. 1 and adjacent Lot 515, if such adjacent Lot is needed to improve the water quality of Well No. 1 as determined by the City on or before conveyance of Well Site No. 1 and, if applicable, Lot 515. Well Site No. 1 and Lot 515 will be conveyed in their "as is, where is" condition, without any representations or warranties.

(f) RO System. If Owner and City determine that Tract F is an appropriate location for the RO System, Owner will convey, at no cost to the City, by special warranty deed, fee title to the City to Tract F. Tract F will be conveyed in its "as is, where is" condition, without any representations or warranties.

(g) Title Insurance. The Owner shall provide title commitments for Farallon Unit 3, Lot 117, Well Site No. 2, Well Site No. 1, and Farallon Unit 2, Lot 515, and, if applicable Tract F, each evidencing no liens or encumbrances, and pay the premium for a standard owner's title insurance policy in favor of the City for each of the foregoing in the amount of \$25,000 each. Owner agrees that no credit or reimbursement will be due Owner from City for the Well Sites and adjacent Lots.

(h) Environmental Site Assessments. The Owner shall, prior to construction on the Well Sites and at Owner's sole cost, cause to be conducted for the City's review and approval, Phase I environmental site assessments and reports on Farallon Unit 3 Lot 117, Well Site No. 1, Farallon Unit 2 Lot 515, and, if applicable Tract F.

(i) Conveyance of Infrastructure. All infrastructure constructed by Owner pursuant to this Agreement shall be conveyed to the City in accordance with City requirements, including acceptance of the infrastructure by the City Engineer. Owner shall provide all warranties in accordance with City Code.

(j) Sequence of Well Construction. Owner shall determine the sequence of well construction in order to meet the Section 6 requirements of this Agreement. As part of the well construction sequencing the Owner shall construct and install all necessary well transmission piping in order that the water from the wells referenced herein and accepted by the City can be delivered to the Farallon Water Campus. All well transmission piping shall be located in dedicated right of way or dedicated easements obtained by Owner at Owner's sole cost.

(k) Dietz-Crane Well. Owner, at no cost to the City, shall dedicate, assign, and transfer to City the Dietz-Crane Well, denoted as Arizona Department of Water Resources Well Registration No. 55-625919, and appurtenances and related well rights, located in the publicly dedicated right-of-way at the southeast corner of West Southern Avenue and 263rd Avenue, in the City (collectively, the "***Dietz-Crane Well***"). On or promptly after the Effective Date of this Agreement, at City's request, Owner will assign and transfer by bill of sale (and any transfer documents and change of ownership documents required by the Arizona Department of Water Resources to transfer the well registration) all of its right, title, and interest, if any, in and to the Dietz-Crane Well to the City in its "as is, where is" condition, without any representations or warranties. City grants to Owner and any successors and assigns, an exclusive license to withdraw water from **the Dietz-Crane Well for agricultural and construction purposes**, to the extent permitted by applicable law, until the earlier of the following: (1) the date that the Lots and related tracts and common area are completed in Farallon Unit 3, as depicted on the Final Plat for "Farallon Unit 3" recorded in Book 906 at Page 16, Records of Maricopa County, Arizona, or (2) the date that the replacement well has all below and above ground equipment installed and is operational, but in no event earlier than one (1) year from the Effective Date. Owner, at its sole cost, may, but shall not be obligated to, maintain, repair, or replace the well equipment for the Dietz-Crane Well. Owner will establish in Owner's name, and pay for, any utility service for the Dietz-Crane Well if Owner operates and uses the Dietz-Crane Well. Owner will file all required periodic reports with the Arizona Department of Water Resources or other approving authorities if Owner operates and uses the Dietz-Crane Well. Owner will provide written notice to City when the Lots and related tracts and common area are completed, or earlier if Owner elects to terminate the license granted herein. Owner shall cap and vault the Dietz-Crane Well in conjunction with the completion of the intersection paving of Southern Avenue and 263rd Avenue.

(l) Tract F. Farallon Unit 2 Tract F ("***Tract F***") was originally intended as the location for a new water campus to serve the Lots. The City intends to construct the water campus at a different location. In consideration of the dedications, payments, and other agreements by Owner contained herein, City agrees that Owner or its successors and assigns, at their sole cost, may re-plat or subdivide Tract F as a minor re-plat to create the Tract F Lots, and, if necessary, change the text on the recorded plat with respect to Tract F, subject to the City's zoning and land use regulations, except that the City waives any City requirement that Owner prepare and submit a preliminary plat or preliminary map as a condition to re-platting or subdividing Tract F into the Tract F Lots.

(m) Farallon Offsite Sewer. Owner, at its sole cost, shall construct and install the infrastructure identified in the City approved Farallon Offsite Sewer plans located between Southern Avenue and Beloit Road, as generally depicted in **Exhibit F** (the “*Farallon Offsite Sewer*”). Owner shall construct the Farallon Offsite Sewer in accordance with City requirements. Provided that construction of the Farallon Offsite Sewer has been publicly procured by Owner in compliance with Title 34 of the Arizona Revised Statutes and requirements of the City's procurement code adopted by City Council, Owner will receive credit against the Central Buckeye Wastewater Collection Development Impact Fee (“**Collection DIF**”) on all building permits for the Lots within the Farallon development. Only the section of missing sewer located between Baseline Road and a few hundred feet south of the Buckeye Water Conservation and Drainage District Canal will be eligible for Collection DIF credit. If the cost for construction of the eligible portion of the Farallon Offsite Sewer exceeds the amount of impact fee credits against the Collection DIF for the Lots, the City will reimburse Owner the difference between the cost to construct the eligible portion of the Farallon Offsite Sewer and the credit applied against the Collection DIF applicable to the Lots.

6. Sequence of Development.

(a) Owner shall be required to pay all development impact fees in connection with development of the property within the Farallon Development subject to credits allowed by law and otherwise set forth in this agreement. All well equipping and that portion of the transmission lines constructed or installed by or on behalf of Owner that have been oversized are eligible for development impact fee credits provided that such infrastructure has been publicly procured by Owner in compliance with Title 34 of the Arizona Revised Statutes and requirements of the City's procurement code adopted by City Council.

(b) Following approval and execution of this Agreement, and Owner's completion of the Farallon Offsite Sewer and Owner's construction of the infrastructure identified in that document entitled “Farallon Infrastructure, Southern Ave, 263rd Ave. and Rooks Rd. Offsite Water Plans”, the City will reserve capacity in the City's potable water system for 301 residential meters and landscape meters within the Farallon Unit 3 development. Subject to Owners compliance with all City requirements related to development and payment of all fees required by the City, including development impact fees the Owner may commence construction on any or all of the 301 residential Lots in Farallon Unit 3.

(c) Subject to the Owners construction of a well as described in Section 5 of this Agreement and the City's acceptance and Owners conveyance of such well, the City will reserve capacity in the City's potable water system for 306 additional residential meters, landscape meters, and meters for the Tract F Lots within the Farallon Unit 2 development. Subject to Owners compliance with all City requirements related to development and payment of all fees required by the City, including development impact fees the Owner may commence construction on any or all of the additional 306 residential Lots and any Tract F Lots in Farallon Unit 2.

(d) Upon the conveyance of an additional well as described in Section 5 of this agreement and the City's acceptance and Owners conveyance of such well, the City will reserve capacity in the City's potable water system for the remaining residential meters and landscape meters within the Farallon Unit 1 development. Subject to Owners compliance with all City

requirements related to development and payment of all fees required by the City, including development impact fees the owner may commence construction on any or all of the residential Lots in Farallon Unit 1.

7. **Assignment.** Owner shall have the right to transfer or assign ("***Transfer***") part or all of its rights under this Agreement to any person or entity receiving title to part of the Lots ("***Transferee***") at any time during the duration of this Agreement by written assignment and by providing a copy of the assignment to the City. An Owner shall be released from the obligations under this Agreement with respect to the Lots that are transferred ("***Transferred Land***"), subject to the following:

(a) Owner has given the City written notice of the Transfer, which shall include a legal description of the Transferred Land and the name, address and facsimile number or email address for notice purposes, of the Transferee;

(b) The Transferee has agreed in writing to be subject to all of the provisions of this Agreement as to the Transferred Land; and

(c) In the event of a partial Transfer, Owner and the Transferee have submitted to City, and City has approved, in its sole discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between the Owners and the Transferee including, but not limited to, those set forth in Section 5 "Infrastructure" such that City's rights and interests under this Agreement are not adversely affected.

(d) If Transferred Land is developed as a separate Phase with the approval of City, then any default with regard to the Transferred Land shall not affect the remainder of the Lots, and any default with regard to the remainder of the Lots shall not affect the Transferred Land. If the Transferred Land is a part of a Phase, then defaults with regard to the Transferred Land or other Lots in the Phase shall only affect other Land that are a part of the same Phase and only to the minimum extent necessary in accordance with City requirements.

8. **Laws and Regulations.**

(a) The City of Buckeye Code, including but not limited to that portion titled the "Development Code" as amended from time to time shall govern the development of the Lots, subject to Section 8(d) below. The City must be able to regulate the planning and development of the Lots and the construction and installation of improvements on the Lots within the Farallon development in order to serve the best interests of the City. Consequently, the City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures and the Development Code (collectively, as amended or adopted from time to time, the ("***Laws and Regulations***"), and the Laws and Regulations shall apply to the Lots, subject to Section 8(d) below.

(b) Notwithstanding any adverse effects to the Lots, future Laws and Regulations shall apply to the Lots, regardless of the impact on the development of the Lots, if

such future Laws and Regulations are required or mandated by federal, State or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety. Owner reserves its right to object to any amendments or additions to the Laws and Regulations based upon applicable United States and Arizona statutory and case law, subject to Section 8(d) below.

(c) Any change to the Laws and Regulations shall not discriminate against Owner or the Lots, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of City, subject to Section 8(d) below.

(d) Notwithstanding anything to the contrary in this Section 8, in consideration of the agreements and covenants contained in this Agreement, in the event of any inconsistency between the terms and provisions of this Agreement and the Laws and Regulations currently in effect or hereafter promulgated relating to the subject matter of this Agreement only, the parties intend that the terms and provision of this Agreement will govern and prevail with respect to the Lots, unless such future Laws and Regulations are required or mandated by federal, State or county law or regulation; or required or imposed by judicial or regulatory action, and in such cases the City will impose such Laws and Regulations against the Lots to the minimum extent required to comply with such Laws and Regulations required or mandated by federal, State or county law or regulation; or required or imposed by judicial or regulatory action.

9. **Intentionally Omitted.**

10. **Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows (“***Representations and Warranties***”):

(a) **By Owner:**

(i) Owner is a corporation, duly formed and in good standing in its State of incorporation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) **By City:**

(i) This Agreement was approved and enacted at a duly noticed and held public meeting by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

(ii) City is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iii) City has not relied on any representations or warranties of Owner other than those expressly set forth in this Agreement.

11. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to § 38-511, Arizona Revised Statutes, as amended.

12. **Covenants Running with the Land.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns. The provisions of this Agreement shall be covenants running with the Lots, without the necessity of an assignment of this Agreement with the conveyance of any part of the Lots. Upon the conveyance of any Lot, the grantor shall be relieved of all duties, obligations, and liabilities under this Agreement first arising on or after the date of such conveyance with respect to such Lot. However, the provisions of this Agreement shall terminate as to any Lot (as defined in this Agreement) as provided in Section 14 of this Agreement.

13. **Defaults.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("***Cure Period***"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after such written notice. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies available at law or in equity.

14. **Duration.**

(a) This Agreement shall terminate on February 21, 2033; provided, however, if Owner has complied with its obligations under Section 5 of this Agreement on or before February 21, 2033, this Agreement shall continue until the earlier of (i) February 21, 2043, or (ii) the date that residential water meters and landscape meters water have been connected to all of the Lots and related tracts and common areas referenced in Sections 3(a) and 3(b) above.

(b) This Agreement shall automatically terminate as to any Lot without the necessity of any notice, agreement or recording by or between the parties at the time a water meter is issued by the City for the Lot. This Agreement shall automatically terminate as to any land that is dedicated by deed, map of dedication or otherwise for infrastructure and other homeowners association, public or governmental facilities and uses. Nothing contained in this Section shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by the City or a community facilities district.

15. **Compliance Confirmation.** When requested by either City or Owner, which request can be made from time to time, the other shall confirm the following in writing to the requesting party within thirty (30) days from the date of the request:

(a) This Agreement is unmodified and in full force and effect (or reasons why it is not); and

(b) Based upon knowledge, there are not any uncured Defaults under this Agreement (or reasons why there are).

16. **No Agency or Partnership.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

17. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

18. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

19. **Recording.** City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

20. **Time of Essence.** Time is of the essence of this Agreement.

21. **Waiver of Claims.** The Owner on behalf of itself and all other parties having an interest in the Lots intends to encumber the Lots with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Lots the owner of the Lots may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Lots and such increase exceeds any possible reduction in the fair market value of the Lots caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Lots.

22. **Indemnity.** Subject to Section 7, Owner (and its successors or assigns except as provided in Section 34) shall indemnify, defend and hold harmless City and each council member, officer, official or employee of the City (any such person being herein called an "***Indemnified Party***"), for, from, and against any and all third party losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become

subject, at law or in equity or otherwise ("**Claims**"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon Owner's construction and installation of the improvements under this Agreement. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 25 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assume the defense of any such Claim and pay all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner, and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. Owner's indemnity obligations with respect to each improvement under this Agreement shall survive the execution and delivery of this Agreement for five (5) years after City's acceptance of any well improvements with respect to Claims related to the rated production of the well, and two (2) years after City's acceptance of such well improvement with respect to any other Claims, and no Claim may be made for indemnity after the applicable limitations period.

23. **Amendment.** Any amendment to this Agreement shall be in writing.

24. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

25. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two business days after mailing by certified mail, return receipt requested and postage prepaid, or one business day after deposit with a reputable overnight delivery service, to the addresses set forth below:

(a) City	City of Buckeye Attention: Dan Cotterman, City Manager 530 East Monroe Avenue Buckeye, Arizona 85326
----------	---

With a copy to: Gust Rosenfeld, P.L.C.
 Attention: Shiela B. Schmidt
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553

(b) Owner Forestar (USA) Real Estate Group Inc.
 1661 East Camelback Road, Suite 330
 Phoenix, AZ 85016
 Attention: Brian Konderik

With copies to: D. R. Horton, Inc.
 Attention: Patrick N. Brown/Lance M. Johnson
 7689 East Pinnacle Peak Road, Suite 200
 Scottsdale, Arizona 85255

and

Fennemore Craig, P.C.
 2394 East Camelback Road, Suite 600
 Phoenix, Arizona 85016-3429
 Attention: Jay S. Kramer

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) business days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

26. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

28. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees, court costs, expert witness fees, and other litigation related expenses.

29. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

30. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

31. **Exhibits.** This Agreement, together with the Exhibits listed below, attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties with respect to development of the Lots. All prior contemporaneous agreements, including any other previous agreements regarding water or wastewater infrastructure, water payments or reimbursements, and all previous representations and understandings of the parties, oral or written, are hereby superseded and merged herein and therein.

<u>Exhibit A</u>	Legal Description of Existing Lots
<u>Exhibit B</u>	Intentionally Omitted
<u>Exhibit C</u>	Well Site No. 1
<u>Exhibit D</u>	Well Site No. 2
<u>Exhibit E</u>	Depiction of Location of TB1 Well
<u>Exhibit F</u>	Depiction of Location of Farallon Offsite Sewer

32. **Counterpart Signatures.** This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

33. **Signature.** The parties have executed this Agreement as of the Effective Date.

34. **Public Lot.** This Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any lot with a residential dwelling unit constructed thereon that has been finally subdivided and individually (and not in “bulk”) sold to the end purchaser or user thereof, or as to any tract or parcel of land that is dedicated or conveyed to any governmental authority, utility provider, irrigation district, school district or property owners association (collectively, a “**Public Lot**”), and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement, provided that no such release of a Public Lot shall release Owner from Owner’s obligations hereunder. Upon the written request of the owner of any Public Lot, the parties will execute an instrument in recordable form acknowledging the release of this Agreement against such Public Lot.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BUCKEYE,
an Arizona municipal corporation




Eric W. Orsborn, Mayor

ATTEST:



Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:



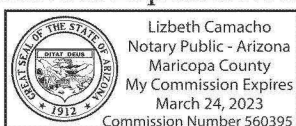
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 27th day of February, 2023, before me personally appeared Eric W. Orsborn, Mayor of the City of Buckeye, Arizona, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)





Notary Public in and for the State of Arizona

Online Notary Public. This notarial act involved the use of online audio/video communication technology.

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE.]

OWNER:

**FORESTAR (USA) REAL ESTATE GROUP
INC.**, a Delaware corporation

By: Name: Brian KonderikTitle: Division President

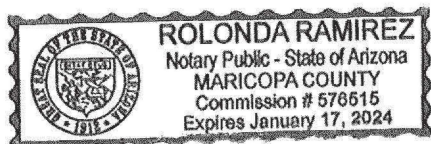
Arizona
STATE OF ~~TEXAS~~)
 Maricopa) ss.
County of ~~Tarrant~~)

On this 7th day of February, 2023, before me personally appeared Brian Konderik, the Division President of FORESTAR (USA) Real Estate Group Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed this Development Agreement on behalf of FORESTAR (USA) Real Estate Group Inc.

Arizona

I certify under PENALTY OF PERJURY under the laws of the State of ~~Texas~~ that the foregoing paragraph is true and correct.

(Seal and Expiration Date)




Notary Public in and for the State of ~~Texas~~
Arizona

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

[Legal Description of Existing Lots]

Final Plat for “Farallon Unit 1”, recorded in Book 906 of Maps, at Page 14, as Instrument No. 2007-0293020, Records of Maricopa County, Arizona.

Final Plat for “Farallon Unit 2”, recorded in Book 906 of Maps, at Page 15, as Instrument No. 2007-0293021, Records of Maricopa County, Arizona.

Final Plat for “Farallon Unit 3”, recorded in Book 906 of Maps, at Page 16, as Instrument No. 2007-0293022, Records of Maricopa County, Arizona.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

[Intentionally Omitted]

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

Well Site No. 1

Tract K, according to the Final Plat for “Farallon Unit 2”, recorded in Book 906 of Maps, at Page 15, as Instrument No. 2007-0293021, Records of Maricopa County, Arizona.

Lot 515 (lot immediately adjacent to and southeasterly of Tract K), according to the Final Plat for “Farallon Unit 2”, recorded in Book 906 of Maps, at Page 15, as Instrument No. 2007-0293021, Records of Maricopa County, Arizona.

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

Well Site No. 2

Tract K, according to the Final Plat for “Farallon Unit 3”, recorded in Book 906 of Maps, at Page 16, Instrument No. 2007-0293022, Records of Maricopa County, Arizona.

Lot 117 (lot immediately adjacent to and south of Tract K), according to the Final Plat for “Farallon Unit 3”, recorded in Book 906 of Maps, at Page 16, as Instrument No. 2007-0293022, Records of Maricopa County, Arizona.

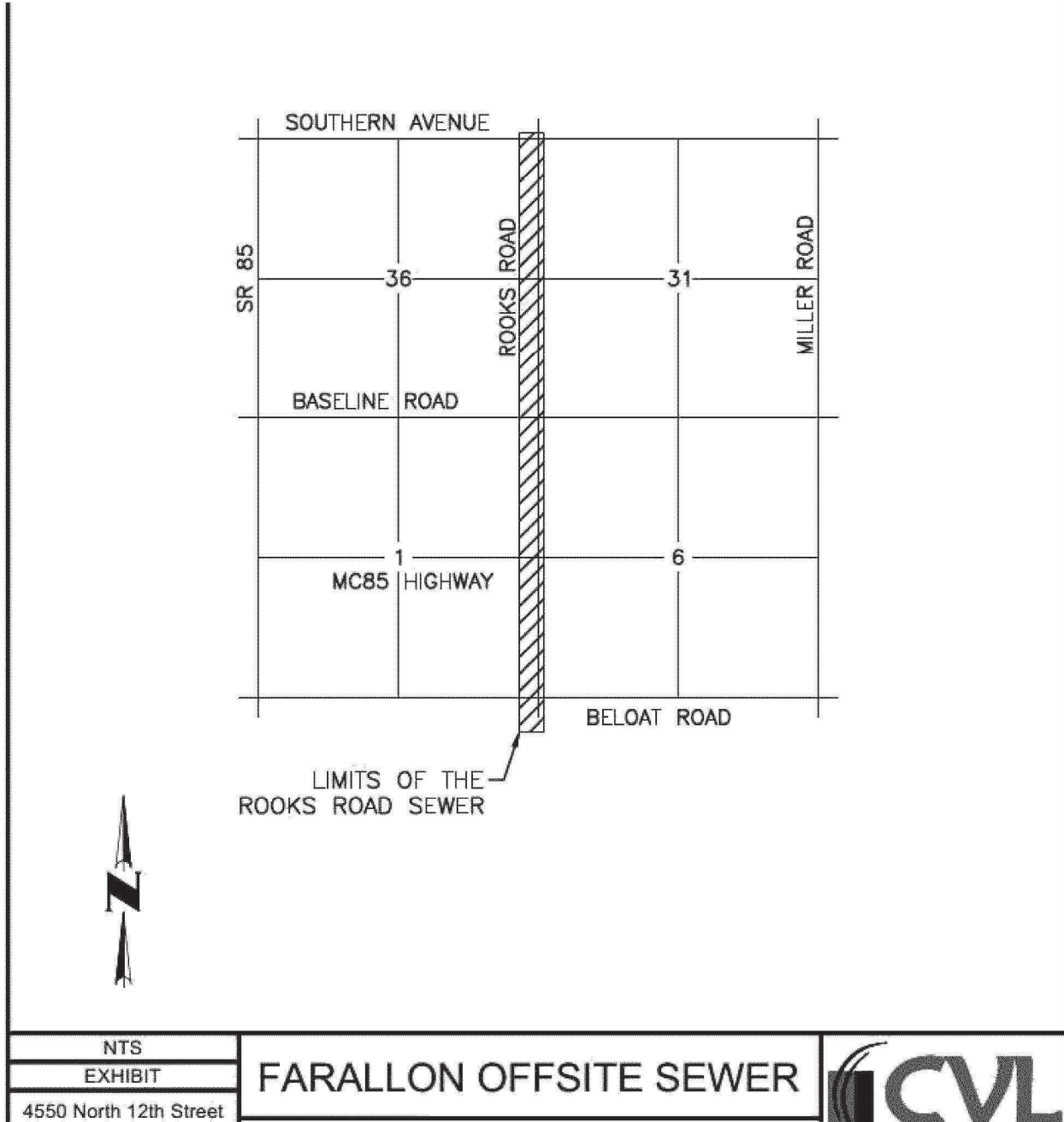
**EXHIBIT E
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

[Depiction of Location of TB1 Well]

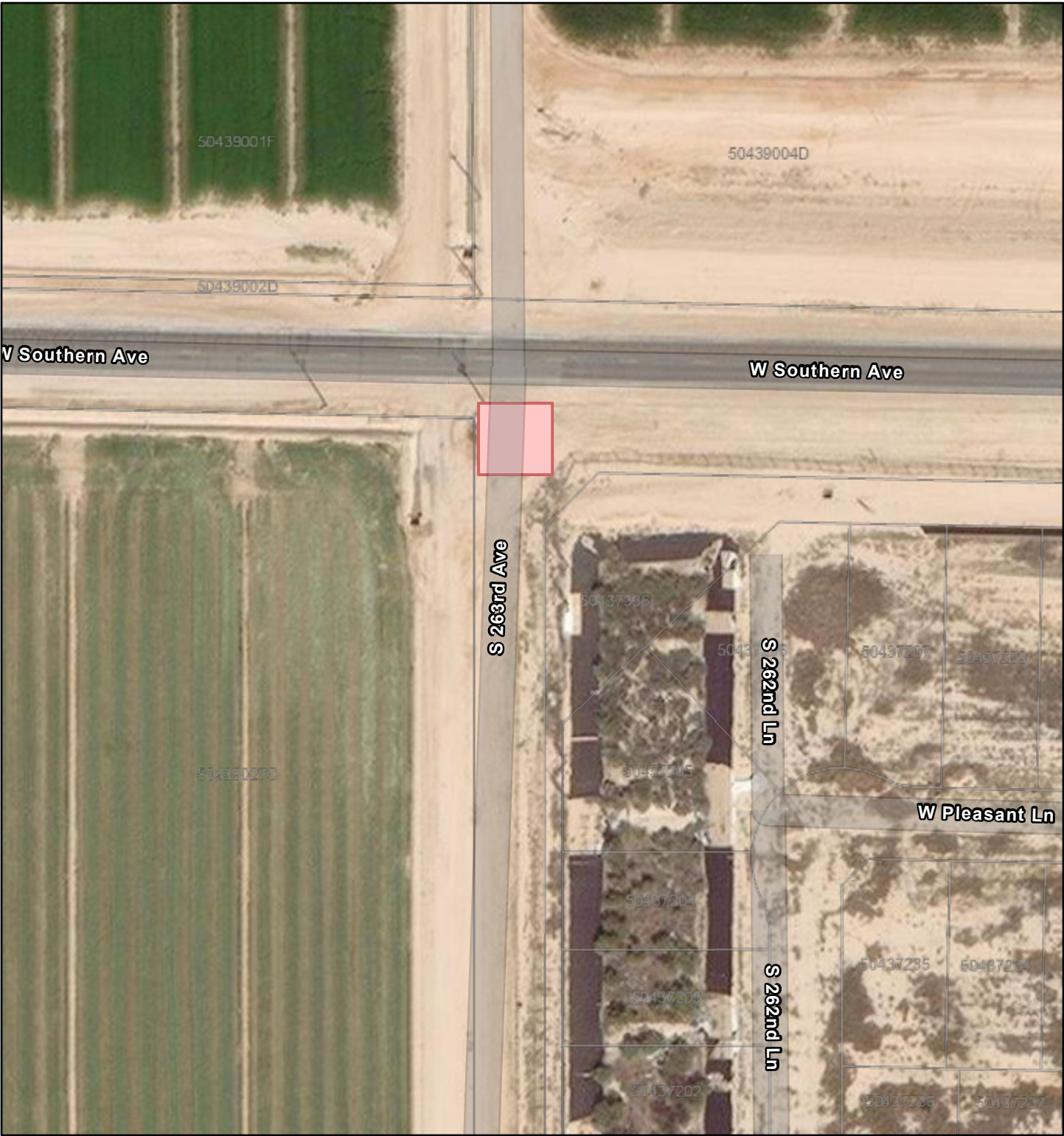


**EXHIBIT F
TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
FORESTAR (USA) REAL ESTATE GROUP INC.**

[Depiction of Location of Farallon Offsite Sewer]

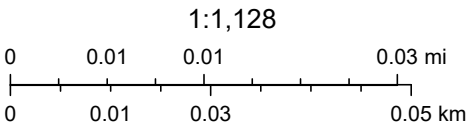


Dietz-Crane Well - General Site Map



5/16/2024, 8:39:02 AM

-  Planning Area
-  Parcels
-  Dietz-Crane Well Site
ADWR Registration No. 55-625919



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri., Inc.

RESOLUTION NO. 25-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, AND FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, RELATED TO WATER INFRASTRUCTURE AND CERTAIN WASTEWATER INFRASTRUCTURE TO BE CONSTRUCTED AND CONVEYED TO THE CITY OF BUCKEYE BY FORESTAR (USA) REAL ESTATE GROUP INC. IN CONNECTION WITH THE FARALLON DEVELOPMENT IN THE CITY OF BUCKEYE.

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

Section 1. The First Amendment to the Development Agreement between the City of Buckeye, Arizona, an Arizona municipal corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, relating to water infrastructure and certain wastewater infrastructure to be constructed and conveyed to the City of Buckeye by Forestar (USA) Real Estate Group Inc. in connection with the Farallon development in the City of Buckeye is hereby approved in the form and substance on file with the City Clerk of the City of Buckeye.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 4th day of June 2024.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

WHEN RECORDED, RETURN TO:

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

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Farallon)**

DATED _____, 2024

BETWEEN

**THE CITY OF BUCKEYE, an
Arizona municipal corporation,**

AND

**D.R. HORTON, INC.,
a Delaware corporation**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (“Amendment”) is made this _____, 2024 (the “Effective Date”) by and between the CITY OF BUCKEYE, a municipal corporation (“City”) and D.R. HORTON, INC., a Delaware corporation (“Horton”).

WHEREAS, Horton owns the Existing Lots and/or the Tract F Lots described in that Development Agreement (Farallon) between Forestar (USA) Real Estate Group Inc. (“Forestar”) and the City dated February 21, 2023 and recorded in the Official Records of Maricopa County as Document No. 2023-0098075 on February 27, 2023 (the “Original Agreement”) and is the successor in interest to Forestar with respect to the Original Agreement;

WHEREAS Section 5(k) in the Original Agreement required Owner to dedicate and convey to City the Dietz-Crane Well, as described therein;

WHEREAS the City has determined that the City no longer needs or wants the Dietz-Crane Well for City purposes, and instead desires for Horton to abandon the Dietz-Crane Well;

WHEREAS Horton is willing to abandon the Dietz-Crane Well as soon as the Dietz-Crane Well is no longer needed by Horton for construction water; and

WHEREAS the City and Horton wish to memorialize the amendment of Section 5(k) of the Original Agreement as stated in this Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants set forth in the Original Agreement and in this Amendment, including the recitals above, City and Horton agree to amend the Original Agreement as follows:

1. Section 5(k) of the Original Agreement shall be deleted and replaced with the following language:

(k) **Dietz-Crane Well**. A well denoted as Arizona Department of Water Resources Well Registration No. 55-625919, with registered owner D.R. Horton Inc.-Dietz Crane (the “Dietz-Crane Well”) is located in the publicly dedicated right-of-way at the southeast corner of West Southern Avenue and 263rd Avenue. To the extent such license is needed, City grants to Horton and any successors and assigns, an exclusive license to access and withdraw water from the Dietz-Crane Well for agricultural and construction purposes, to the extent permitted by applicable law, until the date that the Existing Lots and the Tract F Lots are completed in Farallon Unit 3, as depicted on the Final Plat for “Farallon Unit 3” recorded in Book 906 at Page 16, Records of Maricopa County, Arizona. Owner will establish in Owner's name, and pay for, any utility service for the Dietz-Crane Well if Owner operates and uses the Dietz-Crane Well. Owner will file all required periodic reports with the Arizona Department of Water Resources or other approving authorities if Owner operates and uses the Dietz-Crane Well. Owner shall, at no cost to the City, abandon the Dietz-Crane Well in conjunction with the completion of the intersection paving of Southern Avenue and 263rd Avenue.

2. **Counterpart Signatures**. This Amendment may be executed in counterparts, each

of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

3. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.

4. **Effect of Amendment.** Except as changed in this Amendment, the terms of the Original Agreement remain in effect and are unmodified.

5. **Signature.** The parties have executed this Amendment as of the Effective Date.

CITY OF BUCKEYE,
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 2024, before me personally appeared Eric W. Orsborn, Mayor of the City of Buckeye, Arizona, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this First Amendment to Development Agreement on behalf of the City.

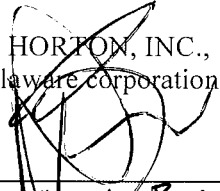
I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

HORTON:

D.R. HORTON, INC.,
a Delaware corporation

By: 
Name: DAN BONOW
Title: VP+ FORWARD PLANNING

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 15 day of May, 2024, before me personally appeared Dan Bonow the Vice President of D.R. Horton, Inc., whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this First Amendment to Development Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)



Michael Voigt
Notary Public in and for the State of Arizona

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.G. WR - Resolution No. 36-24, confirmation of automatic termination of the development agreement between the City of Buckeye, Arizona and MPC Mystic, LLC dated February 16, 2021, and all subsequent assignments thereof.
DATE PREPARED: 06/03/24	DISTRICT NO.: 1
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 297-1329	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution No. 36-24 confirming the automatic termination of the Development Agreement between the City of Buckeye, Arizona and MPC Mystic, LLC dated February 16, 2021 and all subsequent assignments thereof; and authorizing the Mayor to execute and deliver the termination.

SUMMARY

PROJECT DESCRIPTION:

The City entered into a Development Agreement dated February 16, 2021, with MPC Mystic, LLC (the "Agreement") related to the Mystic Vista development, generally located at the northeast corner of 247th Ave and Southern. KB Homes received a 67.38% assignment of rights to the Agreement in March 2021. The Agreement required MPC Mystic, LLC and/or its assignees and successors to pay the sum of \$2,420,444.02 prior to the date of recordation of the first final plat on the property, dedicate a well site, and construct a well transmission line, all as set forth in the Agreement. Due to the failure by MPC Mystic, LLC and/or its assignees to timely comply with the Agreement's requirements, the Agreement automatically terminated by its express provisions. The infrastructure contemplated by the Agreement is no longer needed in order to serve the subject property with municipal water services. This Council action provides the instrument of termination to be recorded in the official records of the Maricopa County Recorder's office.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

None.

BUDGETED:

No

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

ATTACHMENTS:

[Development Agreement DA, G-10-10, MPC Mystic, LLC.pdf](#)
[Notice of Termination of Development Agreement.docx](#)
[Resolution No. 36-24 Mystic Vista DA Termination.docx](#)

WHEN RECORDED RETURN TO:

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

005192-23-1-1--
sotor

**DEVELOPMENT
AGREEMENT**

BETWEEN

**THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation**

AND

**MPC MYSTIC, LLC, an
Arizona limited liability company**

DATED: February 16, 2021

DEVELOPMENT AGREEMENT
[Mystic Vista Subdivision]

1. **Date.** The effective date of this Development Agreement (“*Agreement*”) is February 16, 2021 (“*Effective Date*”).

2. **Parties.** The parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA
 Attention: City Manager
 530 East Monroe Avenue
 Buckeye, Arizona 85326 (“*City*”)

MPC Mystic, LLC
 Attention: Michael H. Nuessle
 6501 East Greenway Parkway, #103-452
 Scottsdale, Arizona 85254 (“*Owner*”)

3. **Background.** The following is the background to this Agreement:

(a) Owner owns certain real property in the City of Buckeye consisting of approximately 142 acres, which such real property is legally described in the attached **Exhibit A** and depicted on the attached **Exhibit B** (the “*Land*”), each of which are incorporated herein by reference.

(b) The City, as successor in interest to Valencia Water Company, Inc., an Arizona corporation (the “*Company*”), as a result of the City’s acquisition of the assets of the Company, and Owner’s predecessors in interest, Mystic Vista Investors, LLC, are parties, among others, to the Advance in Aid of Construction Agreement for Participants in Water Well Development Agreement dated September 29, 2004.

(c) The City, as successor in interest to the Company, and Owner’s predecessor in interest, D.R. Horton, Inc. – Dietz-Crane, are parties to the Water Facilities Extension Agreement dated June 19, 2008 regarding water utility service to and for the Mystic Vista Subdivision, Phases 1 through 6 consisting of 564 lots, which such agreement, by its terms, superseded the Advance in Aid of Construction Agreement for Participants in Water Well Development Agreement dated September 29, 2004 as to the Mystic Vista Subdivision. The agreements referenced in this **Section 3(c)**, are hereinafter collectively referred to as the “*Water Agreements*”.

(f) In addition to the other benefits provided to the City as consideration for this Agreement as hereinafter set forth, and in accordance with the terms and conditions of this Agreement, Owner desires to pay to the City the sum of \$2,500,000.00, less a credit in the amount of \$79,555.98 previously paid by Owner’s predecessor in title to the Company, for a payment to the City in the amount of \$2,420,444.02, to satisfy its obligations under the Water Agreements and to comply with City requirements that the landowner/developer construct and

install, or pay the City to construct and install, water production infrastructure necessary to provide municipal water service to the Land, such as wells, booster equipment, tanks, and treatment. Payment of \$2,420,444.02 by Owner to the City pursuant to this Agreement does not include water mains for development of the Land and Owner will be required to construct onsite water infrastructure on the Land necessary for the City to provide municipal water service to the Land at Owner's sole cost.

(g) The Land is encumbered by the Water Agreements and is referenced in the respective Water Agreements as Mystic Vista.

(h) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes § 9-500.05 and the City of Buckeye Code, including the City's Development Code.

4. **Agreement.** For good and valuable consideration, including the benefits to City and Owner as described above, City and Owner agree as is more specifically set forth in this Agreement. The recitals set forth above in the background to this Agreement are acknowledged by the parties and are incorporated herein by this reference.

5. **Owner Obligations.** Owner covenants and agrees as follows:

(a) Owner shall pay to the City the sum of \$2,420,444.02 (the "***Water Agreements Payment***") in satisfaction of Owner's obligations under the Water Agreements. Owner shall pay the Water Agreements Payment to the City prior to the date of recordation of the first final plat on the Land; and

(b) Owner's payment of the Water Agreements Payment to the City pursuant to this Agreement does not include water mains for development of the Land and Owner shall be required, at Owner's sole cost, to construct onsite water infrastructure on the Land necessary for the City to provide municipal water service to the Land; and

(c) Owner shall, at Owner's original cost of acquisition in the amount of \$11,114.00, dedicate one well site to the City, the location of which requires prior City approval, to be used for future well development by the City (the "***Well Site***"). Owner's dedication of the foregoing described Well Site to occur upon completion of improvements to the first phase of the Land and prior to approval of any building permits on the Land. The location of the Well Site is legally described on the attached **Exhibit C** and depicted on the attached **Exhibit D**, each of which is incorporated herein by reference. The Well Site shall conform to approximately 150' wide by 115' long with access as approved by the City. Owner shall construct and install a well transmission line in accordance with approved City plans that runs from the City-approved Well Site to the existing well transmission line within Apache Road. The location of the well transmission line is generally depicted on **Exhibit E** attached here to and incorporated herein by reference. The Owner's engineer's estimate of costs for construction and installation of the well transmission line, as approved by the City, is attached as **Exhibit F** and incorporated herein by reference. Owner shall construct and install such well transmission line in conjunction with the development of the first phase of the Land; completion of such well transmission line is required as a condition of, and prior to, approval of any building permits for residential units on the Land,

other than permits for residences for model home purposes or otherwise issued in accordance with City policies. Upon completion of construction of the well transmission line described in this **Section 5(c)** and approval and acceptance by the City, Owner shall dedicate and convey the well transmission line to the City in accordance with City requirements.

(d) In the event Owner does not timely comply with payment of the Water Agreements Payment to the City in accordance with the terms and conditions of this Agreement, the dedication of the Well Site, or the construction of the well transmission line, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties and the City shall have no liability in connection with such termination of this Agreement; and

(e) Owner shall pay all City approved and adopted development impact fees, including water impact fees and applicable sewer impact fees, in effect at the time of issuance of a building permit on the Land which such obligations shall survive the expiration or termination of this Agreement; and

(f) Owner shall pay all other City approved and adopted fees and charges applicable to development of the Land which such obligations shall survive the expiration or termination of this Agreement; and

(g) Owner shall construct, at no cost to the City, all necessary infrastructure to provide municipal water service to serve 564 lots on the Land. The required amount of water necessary to serve 564 lots on the Land shall be pursuant to the approved water master plan for the Land; and

(h) Owner shall comply with all terms and conditions of this Agreement.

(i) Owner acknowledges and agrees that Owner's right to reimbursement pursuant to the terms and conditions of **Section 6** of this Agreement is conditioned upon Owner's performance and satisfaction of Owner's obligations herein, including those obligations set forth in this **Section 5**.

(j) Owner represents and warrants that construction of public improvements, including the well transmission line, has been publicly procured pursuant to the provisions of Title 34 of the Arizona Revised Statutes, as amended, and in accordance with the procurement requirements of the City. Compliance with the requirements in this **Section 5(j)** shall be evidenced by an Owner's Engineer's Certificate tendered by Owner's engineer of record and which certificate shall be in form acceptable to the City.

6. City Obligations. Subject to the terms and conditions of this Agreement, and in consideration of the benefits provided to the City by Owner as set forth in this Agreement, the City agrees to reimburse Owner as follows:

(a) **Water Agreements Payment.** City will reimburse Owner the Water Agreements Payment of \$2,420,444.02, paid to the City by Owner pursuant to this Agreement. Reimbursement payments will be made to Owner on a quarterly basis from the City's receipt of the prior quarter's collection of water development impact fees on the Land for water production,

booster/treatment, and distribution (collectively, the components of the water development impact fee hereinafter referred to as the "***Water Development Impact Fee***") in effect at the time of issuance of a building permit on the Land. Owner directs the City to pay all such reimbursements to Owner and send to Owner in accordance with the Notices provision in **Section 19** of this Agreement.

(b) **Owner Well Site Acquisition Cost.** Subject to the terms and conditions of this Agreement, the City will reimburse Owner for eligible and verified costs for Owner's acquisition of the Well Site in the amount of \$11,114.00, which such Well Site shall be dedicated and conveyed to the City by Owner when requested by the City and in accordance with City requirements and the provisions of this Agreement. Reimbursement payments will be made to Owner on a quarterly basis from the City's receipt of the prior quarter's collection of the Water Development Impact Fee on the Land in effect at the time of issuance of a building permit on the Land. Owner directs the City to pay all such reimbursements to Owner and send to Owner in accordance with the Notices provision in **Section 19** of this Agreement.

(c) **Well Transmission Line Construction and Installation Costs.** Subject to the terms and conditions of this Agreement, the City will reimburse Owner for eligible and verified costs for construction and installation of the well transmission line described **Section 5(c)** of this Agreement and **Exhibit E** and **Exhibit F** attached hereto. The Owner's engineer's estimate of costs set out in **Exhibit F** and approved by the City are an estimate of the costs for construction and installation of the well transmission line described in **Section 5(c)** and depicted on **Exhibit E** of this Agreement, and at such time as construction of the well transmission line has been completed by Owner and approved and accepted by the City, the eligible and verified costs to complete the construction of the well transmission line will be reimbursed to Owner. Reimbursement payments will be made to Owner on a quarterly basis from the City's receipt of the prior quarter's collection of the Water Development Impact Fee on the Land in effect at the time of issuance of a building permit on the Land. Owner directs the City to pay all such reimbursements to Owner and send to Owner in accordance with the Notices provision in **Section 19** of this Agreement.

(d) **Total Amount to be Reimbursed to Owner.** Subject to the terms and conditions of this Agreement, the total amount to be reimbursed by the City to Owner from the Water Development Impact Fee pursuant to **Sections 6(a), 6(b) and 6(c)** of this Agreement is \$2,574,661.58 (the "***Total Reimbursement Amount***"). Following the City's payment to Owner of the Total Reimbursement Amount pursuant to the terms and conditions of this Agreement, the City shall have no obligation to reimburse Owner from Water Development Impact Fees collected on the Land. The City shall continue to impose all City approved and adopted development impact fees including the Water Development Impact Fee and applicable sewer impact fees in effect at the time of issuance of a building permit on the Land and the City shall have no obligation to pay Owner any amount from the City's collection of such development impact fees.

(e) Subject to (i) Owner's timely performance of Owner's obligations set forth in **Section 5** of this Agreement, and (ii) Owner's construction and installation, at Owner's sole cost, of onsite water infrastructure on the Land necessary for the City to provide municipal water service to the Land, municipal water service will be available for the Land.

7. **Authority.** The parties acknowledge and agree that this Agreement is a “development agreement” authorized by, and pursuant to, the provisions of Section 9-500.05, Arizona Revised Statutes, as amended.

8. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

9. **Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land. Notwithstanding the fact that this Agreement is being recorded in the Official Records of Maricopa County, Arizona, it is intended that this Agreement shall not be an encumbrance upon a platted residential lot with a residence constructed thereon and that no person acquiring a platted residential lot with a residence constructed thereon shall be bound by (or entitled to) the burdens and benefits of this Agreement.

10. **Term of Agreement.** This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties on that date which is five (5) years from the Effective Date of this Agreement; provided, however, the right to reimbursement set forth in **Section 6** of this Agreement shall continue until the date which is ten (10) years from the Effective Date of this Agreement.

11. **No Agency or Partnership.** Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

12. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner.

13. **Recording.** Subject to the terms and conditions of this Agreement, City shall cause the recording of this Agreement with the Maricopa County Recorder no later than ten (10) days after execution of this Agreement by the City.

14. **Time of Essence.** Time is of the essence of this Agreement.

15. **Benefit and Binding Effect; Assignment.** The provisions of this Agreement are binding upon and shall inure to the benefit of the parties; provided however, that Owner’s rights and obligations hereunder may be assigned, in whole or in part, with the prior written consent of the City which such consent shall not be unreasonably withheld. An assignment shall be made by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations, and shall be signed by assignor and assignee with the City’s written consent. In the event of a complete or partial assignment by Owner, all or a portion of Owner’s rights and obligations hereunder shall terminate effective upon the assumption by Owner’s assignee of such rights and obligations.

16. Waiver of Claims. The Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 resulting from this Agreement or from any “land use law” (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

17. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee of the City (any such person being herein called an “***Indemnified Party***”), for, from, and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys’ fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise (“***Claims***”), insofar as such Claims (or actions in respect thereof) arise out of or are based upon (i) a legal challenge to the validity of the provisions of this Agreement, or (ii) Owner’s performance of its duties and obligations under this Agreement. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in **Section 19** below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys’ fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner’s performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

18. Amendment. Any amendment to this Agreement shall be in writing and signed by the parties. Notwithstanding a sale by the originally named Owner of a Subdivision, so long as any Subdivision is owned by the originally named Owner or an affiliate, the originally named Owner (or its affiliate) acting alone and without the joinder of any other Owner shall have the authority on behalf of the Land to execute an amendment of this Agreement with the City.

19. Notices. All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two business days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

- (a) For City: City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326
- With a copy to: Gust Rosenfeld, PLC
Attention: Shiela B. Schmidt, City Attorney
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
sschmidt@gustlaw.com
- (b) Owner: MPC Mystic, LLC
Attention: Michael H. Nuessle
6501 East Greenway Pkwy., #103-452
Scottsdale, Arizona 85254
miken@mpcdevelopment.com
- With a copy to: Berens Blonstein PLC
Attention: Matthew R. Berens, Esq.
7033 East Greenway Pkwy., #210
Scottsdale, AZ 85254
mberens@berensblonstein.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of five (5) calendar days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

20. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

21. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

22. Attorneys Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

23. No Waiver of Right or Remedy. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

24. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

25. Exhibits; Merger. This Agreement, together with the Exhibits listed below, attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties with respect to development of the Land. All prior contemporaneous agreements, including previous agreements regarding water infrastructure, water payments or reimbursements for water infrastructure costs, and all previous representations and understandings of the parties, oral or written, are hereby superseded and merged herein and therein.

<u>Exhibit A</u>	Legal Description of the Land
<u>Exhibit B</u>	Depiction of the Land
<u>Exhibit C</u>	Legal Description of the Well Site
<u>Exhibit D</u>	Depiction of the Well Site
<u>Exhibit E</u>	Depiction of location of Well Transmission Line
<u>Exhibit F</u>	Owner Engineer Estimate of Costs for Construction and Installation of Well Transmission Line

26. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Owner warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Owner's failure to comply with such warranty shall be deemed a material breach of the Agreement, as amended, and may result in the termination of the Agreement, as amended, by the City.

27. Signature. The parties have executed this Agreement as of the Effective Date.

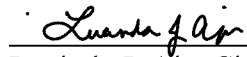
[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BUCKEYE, ARIZONA, an Arizona
municipal corporation



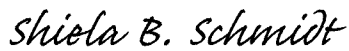

Eric W. Orsborn, Mayor

ATTEST:



Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:



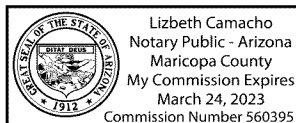
Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 24 day of February, 2021, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Development Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)



Online Notary Public. This notarial act involved the use of online audio/video communication technology.




Notary Public in and for the State of Arizona

OWNER:

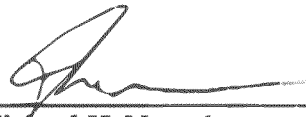
MPC MYSTIC, LLC, an Arizona limited liability company

By: MPC Development, LLC, an Arizona limited liability company

Its: Manager

By: Market Management Partners LLC, an Arizona limited liability company

Its: Manager

By: 

Michael H. Nuessle

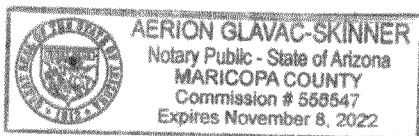
Its: Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 27th day of January, 2021, before me personally appeared Michael H. Nuessle, the Manager of Market Management Partners LLC, an Arizona limited liability company, the manager of MPC Mystic, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Development Agreement on behalf of the corporation.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)





Notary Public

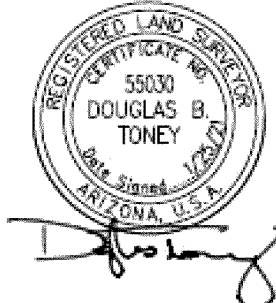
**EXHIBIT A
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

**[Legal Description of Land]
]**

See following pages.



PAGE 1 OF 1



January 25, 2021
Project # 050843-01-001

**LEGAL DESCRIPTION
MYSTIC VISTA**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP FLUSH, BEARS NORTH 89°57'49" WEST (BASIS OF BEARINGS), A DISTANCE OF 2635.87 FEET;

THENCE NORTH 89°57'49" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 588.01 FEET TO THE WEST LINE OF THE EAST 588 FEET OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°57'49" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2047.86 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00°00'59" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2631.62 FEET TO THE CENTER OF SAID SECTION 29;

THENCE NORTH 89°48'25" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1969.80 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°10'15" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 659.88 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 89°51'52" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 657.19 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 00°13'19" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1666.62 FEET TO THE NORTH LINE OF THE SOUTH 315 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°57'49" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 588.01 FEET TO THE WEST LINE OF THE EAST 588 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°13'19" EAST, ALONG SAID WEST LINE, A DISTANCE OF 315.00 FEET TO THE POINT OF BEGINNING.

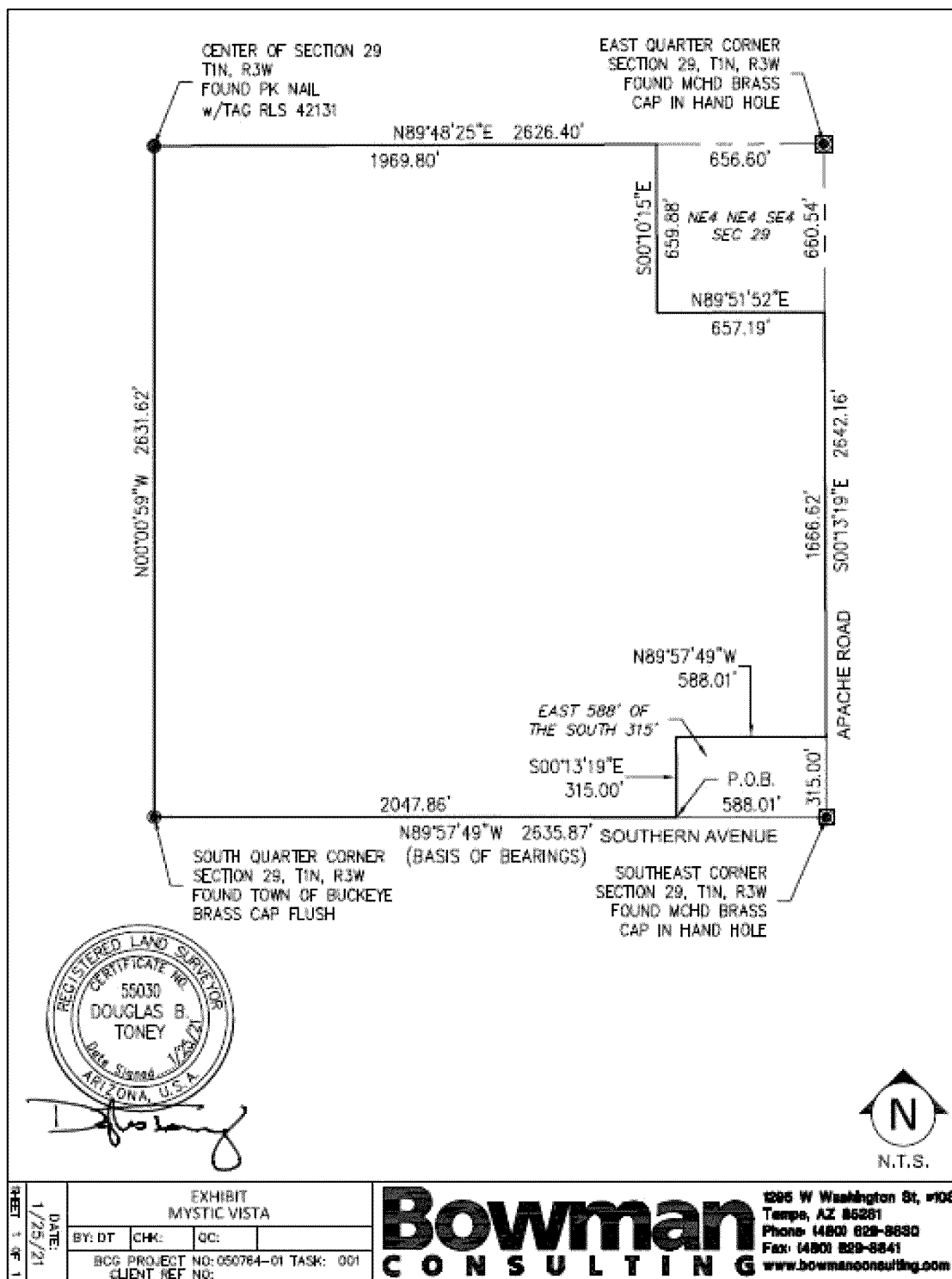
CONTAINING 6,319,084 SQ. FT. OR 145.0662 ACRES, MORE OR LESS.

Bowman Consulting Group, Ltd. • 1295 W Washington, Suite 108 • Tempe, Arizona 85281 • P: 480.629.8830

**EXHIBIT B
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

[Depiction of Land]

See following page(s).



**EXHIBIT C
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

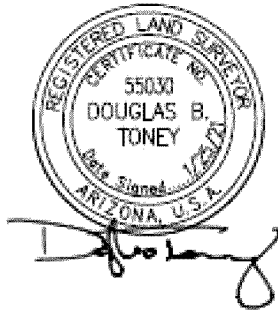
[Legal Description of Well Site]

See following pages.



PAGE 1 OF 1

January 25, 2021
Project # 050843-01-001



**LEGAL DESCRIPTION
WELL SITE**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING MARKED BY A BRASS CAP FLUSH, BEARS NORTH 89°57'49" WEST (BASIS OF BEARINGS), A DISTANCE OF 2635.87 FEET;

THENCE NORTH 89°57'49" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2141.98 FEET TO A POINT;

THENCE NORTH 00°02'11" EAST, A DISTANCE OF 1411.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°02'11" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 89°57'49" EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00°02'11" WEST, A DISTANCE OF 64.34 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°56'51", AN ARC DISTANCE OF 60.17 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 53.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°52'21", AN ARC DISTANCE OF 9.13 FEET TO A POINT;

THENCE NORTH 89°57'49" WEST, A DISTANCE OF 109.76 FEET TO THE POINT OF BEGINNING.

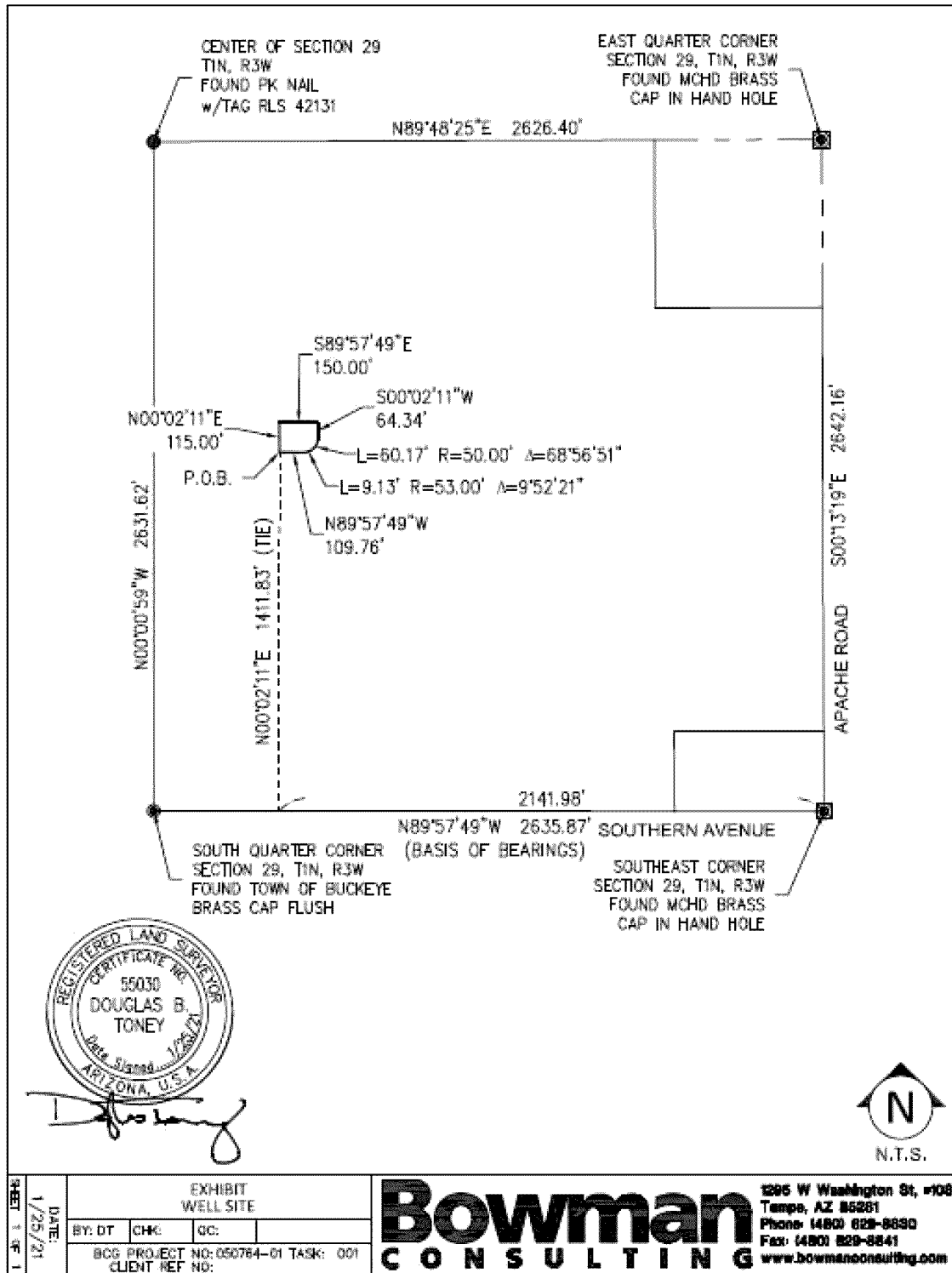
CONTAINING 16,694 SQ. FT. OR 0.3833 ACRES, MORE OR LESS.

Bowman Consulting Group, Ltd. • 1295 W Washington, Suite 108 • Tempe, Arizona 85281 • P: 480.829.8830

**EXHIBIT D
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

[Depiction of Well Site]

See following page(s).



**EXHIBIT E
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

[Depiction of Location of Well Transmission Line]

See following page(s).



**EXHIBIT F
TO
DEVELOPMENT
AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
MPC MYSTIC, LLC**

**[Owner Engineer Estimate of Costs for Construction and Installation
Of Well Transmission Line]**

See following page(s).

Project Name: Mystic Vista
Engineer: Bowman Consulting Group
Contact Name: Nathan Larson
Contact Phone #: 480-629-8830

Developer: MPC Development
Contact Name: Mike Neussle
Contact Phone #: 602-510-3688

	UNIT	COST	QUANTITY	EXTENDED COST
RAW WATER LINE				
Mobilization	LS	\$8,000.00	1	\$ 8,000.00
8" DIP	LF	\$45.00	2,178	\$ 98,010.00
Valves	EA	\$1,250.00	4	\$ 5,000.00
Connect to Existing	EA	\$5,000.00	1	\$ 5,000.00
SUBTOTAL				\$ 116,010.00
4.095% Sales Tax				\$ 4,750.61
3.5% Permits				\$ 4,060.35
5% CM Fee				\$ 5,800.50
10% Contegency				\$ 12,482.10
TOTAL				\$ 143,103.56

WHEN RECORDED, RETURN TO:

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

Space Above This Line Reserved for Recorder's Use

NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT

THIS DOCUMENT MODIFIES THE TERMS OF A DOCUMENT PREVIOUSLY RECORDED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER ON FEBRUARY 24, 2021 AT INSTRUMENT NUMBER 2021-0206670 AND PARTIALLY ASSIGNED IN A DOCUMENT RECORDED ON MARCH 12, 2021 AT INSTRUMENT NUMBER 2021-0277761.

1. Date. The effective date of this Termination of Development Agreement ("Termination") is June 4, 2024.
2. Background. The following is the background to this Termination:

(a) The City of Buckeye, an Arizona municipal corporation ("City") and MPC Mystic, LLC, an Arizona limited liability company ("MPC Mystic"), previously entered into a Development Agreement dated February 16, 2021 and recorded in the official records of the Maricopa County Recorder on February 24, 2021 at Instrument number 2021-0206670 ("Agreement"), with respect to certain real property which is more particularly described in the legal description contained in the attached Exhibit "A," incorporated by this reference ("Property").

(b) MPC Mystic entered into a Partial Assignment and Assumption of Development Agreement with KB Home Phoenix Inc. on March 11, 2021, by and through which KB Home Phoenix Inc. ("Assignee") acquired a portion of the Property and an undivided 67.38% right, title and interest in, under and to the Agreement.

(c) The Agreement required MPC Mystic and/or the Assignee to pay to the City the sum of \$2,420,444.02 prior to the date of recordation of the first final plat on the Property, in satisfaction of MPC Mystic's obligations under various historical water agreements.

(d) The Agreement also required MPC Mystic and/or the Assignee to dedicate a well site and construct a well transmission line prior to development of the first phase of the Property, all in accordance with the terms of the Agreement.

(e) By and through the Agreement, MPC Mystic agreed that if it did not timely comply with the requirement to pay the sum of \$2,420,444.02 prior to the date of recordation of the first final plat on the Property, or the requirements to dedicate the well site and construct the well transmission line, the Agreement would automatically terminate as to the Property without the necessity of any notice, agreement or recording, and the City would have no liability in connection with the termination of the Agreement.

(f) The first final plat on the property was recorded in the official records of the Maricopa County Recorder on August 18, 2022 at Instrument number 2022-0652540. However, MPC Mystic and/or the Assignee did not pay the sum of \$2,420,444.02 prior to this date.

(g) MPC Mystic and/or the Assignee failed to dedicate the well site and to construct the well transmission line as required by the Agreement.

(h) Due to MPC Mystic and/or the Assignee's failure to comply with the requirements of the Agreement, the Agreement has automatically terminated and the City has no liability in connection with such termination.

3. Termination of Development Agreement. The Agreement is terminated and the City, MPC Mystic, the Assignee, and any successors or assigns have no rights, duties, obligations, or liabilities thereunder. MPC Mystic, the Assignee and any successors and assigns remain responsible to pay all City approved and adopted development impact fees, in effect at the time of issuance of a building permit on the Property. MPC Mystic, the Assignee, and any successors and assigns shall also pay all other City approved and adopted fees and charges applicable to the development of the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA)
County of Maricopa)

On this _____ day of _____, 2024, the foregoing Termination was acknowledged before me by Eric W. Orsborn, Mayor of the City of Buckeye, a municipal corporation, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[See following pages]

PARCEL NO. 1: THE WEST 165 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST; OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA.

EXCEPT ANY PORTION FALLING WITHIN OR NORTHERLY OF THE 160 FOOT PROPOSED ELECTRIC EASEMENT RECORDED IN INSTRUMENT NO. 2003-1420527 OF OFFICIAL RECORDS.

PARCEL NO. 2: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ANY PORTION FALLING WITHIN OR NORTHERLY OF THE 160 FOOT ELECTRIC EASEMENT RECORDED IN INSTRUMENT NO. 2003-1420527 AND BY INSTRUMENT NO. 2003-1485920 OF OFFICIAL RECORDS.

PARCEL NO. 7: THAT PORTION OF TRACT 43, SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF RE-SURVEY OF TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, APPROVED DECEMBER 16, 1907 ON FILE IN THE GENERAL LAND OFFICE, LYING NORTH OF THE NORTH BOUNDARY LINE OF THAT PARCEL OF LAND CONVEYED TO THE ARIZONA EASTERN RAILROAD, BY DEED RECORDED IN BOOK 108 OF DEEDS, PAGE 530;

EXCEPT ANY PART LYING EAST OF THE NORTH-SOUTH CENTER LINE OF SAID SECTION 29.

PARCEL NO. 8: THAT PORTION OF TRACT 43, LYING BETWEEN THE NORTH-SOUTH CENTER LINE OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST AND THE EAST BOUNDARY LINE OF SAID TRACT 43, ACCORDING TO THE PLAT OF THE RE-SURVEY OF TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, APPROVED DECEMBER 16, 1907 ON FILE IN THE GENERAL LAND OFFICE;

EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE ARIZONA EASTERN RAILROAD COMPANY, NOW THE SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPT ANY PORTION LYING SOUTHERLY OF THE SOUTHERN PACIFIC RAILROAD.

PARCEL NO. 9: THAT PART OF LOT 3, LYING SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF TRACT 43, SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

PARCEL NO. 10: THAT PART OF LOT 7, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF THE ARIZONA EASTERN RAILROAD COMPANY, NOW THE SOUTHERN PACIFIC RAILROAD, IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 11: LOT 4, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THAT PART OF LOTS 5 AND 6, LYING NORTH OF THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART OF LOT 5 LYING WITHIN A 66 FOOT STRIP ON THE EAST OF SAID LOT 5, AS QUITCLAIMED TO MARICOPA COUNTY, FOR THE USE AND BENEFIT OF THE PUBLIC BY INSTRUMENT RECORDED IN DOCKET 1710, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT THE WEST 12 FEET OF THE EAST 45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SET FORTH IN JUDGMENT IN CONDEMNATION RECORDED IN 91-115041, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT THAT PORTION OF LOT 5, SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN; MARICOPA COUNTY ARIZONA, FOUND TO BE WITHIN A STRIP OF LAND 90 FEET IN WIDTH, BEING 45 FEET (AS MEASURED AT RIGHT ANGLES AND RADially) ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

BEGINNING AT CORNER NO. 1 OF TRACT 44, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00°04'03" EAST, 985.23 FEET, ALONG THE WEST LINE OF TRACT 42, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1041.74 FEET AND A CENTRAL ANGLE OF 14°03'30";

THENCE IN A NORTHERLY TO NORTHWESTERLY DIRECTION, 253.61 FEET, ALONG SAID CURVE, TO THE BEGINNING OF A TANGENT;

THENCE NORTH 13°59'27" WEST, 355.31 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1041.74 FEET AND A CENTRAL ANGLE OF 14° 13' 18";

THENCE IN A NORTH-NORTHWESTERLY TO NORTHERLY DIRECTION, 258.58 FEET, ALONG SAID CURVE, TO A POINT ON A LINE BETWEEN SECTIONS 28 AND 29, OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 00° 13' 51" EAST, 804.26 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 28 AND 29, EXCEPT ANY PORTION THEREOF PREVIOUSLY QUIT-CLAIMED TO MARICOPA COUNTY, AS DESCRIBED IN DOCKET 1710, PAGE 8, MARICOPA COUNTY RECORDS; AND

EXCEPT ANY PORTION THEREOF FOUND TO LIE WITHIN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, AS SET FORTH IN 'FINAL ORDER OF CONDEMNATION', RECORDED IN 90-219474, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 12: LOT 1, SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 13: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 12 FEET OF THE EAST 45 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND ALSO

EXCEPT, BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 33 FEET AND THE WEST LINE OF THE EAST 45 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE WESTERLY, 40 FEET, ALONG SAID SOUTH LINE OF THE NORTH 33 FEET TO A POINT;

THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON SAID WEST LINE OF THE EAST 45 FEET THAT IS 40 FEET SOUTHERLY FROM SAID POINT OF INTERSECTION;

THENCE NORTHERLY TO THE POINT OF INTERSECTION, EXCEPT THE NORTH 33 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SAID SECTION 29, AND

EXCEPT A PORTION THEREOF FOUND TO LIE WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN 83-176971, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA, AS SET FORTH IN 'FINAL ORDER OF CONDEMNATION', RECORDED IN 90-219475, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 14: LOT 2 AND THAT PART OF LOT J, LYING NORTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF TRACT 43, ALL IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 36-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, CONFIRMING THE AUTOMATIC TERMINATION OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA AND MPC MYSTIC, LLC DATED FEBRUARY 16, 2021 AND ALL SUBSEQUENT ASSIGNMENTS THEREOF; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE TERMINATION.

WHEREAS, the City of Buckeye, an Arizona municipal corporation (“City”) and MPC Mystic, LLC, an Arizona limited liability company (“MPC Mystic”), previously entered into a Development Agreement dated February 16, 2021 and recorded in the official records of the Maricopa County Recorder on February 24, 2021 at Instrument number 2021-0206670 (“Agreement”), with respect to certain real property which is more particularly described in the legal description contained in the attached Exhibit “A,” incorporated by this reference (“Property”); and

WHEREAS, the Agreement was approved by the City Council by and through Resolution No. 02-21; and

WHEREAS, MPC Mystic entered into a Partial Assignment and Assumption of Development Agreement with KB Home Phoenix Inc. on March 11, 2021, by and through which KB Home Phoenix Inc. (“Assignee”) acquired a portion of the Property and an undivided 67.38% right, title and interest in, under and to the Agreement; and

WHEREAS, the Agreement required MPC Mystic and/or the Assignee to pay to the City the sum of \$2,420,444.02 prior to the date of recordation of the first final plat on the Property, in satisfaction of MPC Mystic’s obligations under various historical water agreements; and

WHEREAS, the Agreement also required MPC Mystic and/or the Assignee to dedicate a well site and construct a well transmission line prior to development of the first phase of the Property, all in accordance with the terms of the Agreement; and

WHEREAS, by and through the Agreement, MPC Mystic agreed that if it did not timely comply with the requirement to pay the sum of \$2,420,444.02 prior to the date of recordation of the first final plat on the Property, or the requirements to dedicate the well site and construct the well transmission line, the Agreement would automatically terminate as to the Property without

the necessity of any notice, agreement or recording, and the City would have no liability in connection with the termination of the Agreement; and

WHEREAS, the first final plat on the property was recorded in the official records of the Maricopa County Recorder on August 18, 2022 at Instrument number 2022-0652540. However, MPC Mystic and/or the Assignee did not pay the sum of \$2,420,444.02 prior to this date; and

WHEREAS, MPC Mystic and/or the Assignee failed to dedicate the well site and to construct the well transmission line as required by the Agreement; and

WHEREAS, due to MPC Mystic and/or the Assignee's failure to comply with the requirements of the Agreement, the Agreement has automatically terminated and the City has no liability in connection with such termination.

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

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

Section 2. The automatic termination of the Agreement is confirmed and the City, MPC Mystic, the Assignee, and any successors or assigns have no rights, duties, obligations, or liabilities thereunder. MPC Mystic, the Assignee and any successors and assigns remain responsible to pay all City-approved and adopted development impact fees, in effect at the time of issuance of a building permit on the Property. MPC Mystic, the Assignee, and any successors and assigns shall also pay all other City-approved and adopted fees and charges applicable to the development of the Property.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 4th day of June, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 36-24

(Legal Description of the Property)

(See following pages)

PARCEL NO. 1: THE WEST 165 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST; OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA.

EXCEPT ANY PORTION FALLING WITHIN OR NORTHERLY OF THE 160 FOOT PROPOSED ELECTRIC EASEMENT RECORDED IN INSTRUMENT NO. 2003- 1420527 OF OFFICIAL RECORDS.

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EXCEPT ANY PART LYING EAST OF THE NORTH-SOUTH CENTER LINE OF SAID SECTION 29.

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EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE ARIZONA EASTERN RAILROAD COMPANY, NOW THE SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPT ANY PORTION LYING SOUTHERLY OF THE SOUTHERN PACIFIC RAILROAD.

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EXCEPT THE WEST 12 FEET OF THE EAST 45 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SET FORTH IN JUDGMENT IN CONDEMNATION RECORDED IN 91-115041, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

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THENCE IN A NORTH-NORTHWESTERLY TO NORTHERLY DIRECTION, 258.58 FEET, ALONG SAID CURVE, TO A POINT ON A LINE BETWEEN SECTIONS 28 AND 29, OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 00° 13' 51" EAST, 804.26 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 28 AND 29, EXCEPT ANY PORTION THEREOF PREVIOUSLY QUIT-CLAIMED TO MARICOPA COUNTY, AS DESCRIBED IN DOCKET 1710, PAGE 8, MARICOPA COUNTY RECORDS; AND

EXCEPT ANY PORTION THEREOF FOUND TO LIE WITHIN THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, AS SET FORTH IN 'FINAL ORDER OF CONDEMNATION', RECORDED IN 90-219474, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

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EXCEPT THE WEST 12 FEET OF THE EAST 45 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND ALSO

EXCEPT, BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 33 FEET AND THE WEST LINE OF THE EAST 45 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE WESTERLY, 40 FEET, ALONG SAID SOUTH LINE OF THE NORTH 33 FEET TO A POINT;

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THENCE NORTHERLY TO THE POINT OF INTERSECTION, EXCEPT THE NORTH 33 FEET OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, OF SAID SECTION 29, AND

EXCEPT A PORTION THEREOF FOUND TO LIE WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN 83-176971, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA, AS SET FORTH IN 'FINAL ORDER OF CONDEMNATION', RECORDED IN 90-219475, OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

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CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.H. WR - Water Rights Transaction Extinguishment Credits (ECs) - purchase of 1,900 acre feet (AF)
DATE PREPARED: 06/03/24	DISTRICT NO.:
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, a municipal corporation of the State of Arizona, and Estrella South LLC, an Arizona limited liability company, and authorize the City Manager to execute said Agreement on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

Approval of this Extinguishment Credits Sale and Purchase Agreement will allow the city to purchase 1,900 AF of Extinguishment Credits (ECs) for a total cost of \$598,750. This final purchase price includes the \$250 conveyance fee to be paid by the city to Arizona Department of Water Resources. ECs are credits created through the extinguishment of grandfathered groundwater rights. These credits may be pledged to a certificate or a DAWS to help meet consistency with the Arizona Groundwater Management Act, which requires all groundwater mined after 1996 to be replenished. As the city works towards obtaining a DAWS, the ECs will be used to offset a portion of the groundwater pumped, which has traditionally been replenished by the CAGRD. Once a designated provider, if the city had to continue to rely on the CAGRD, their replenishment rate of \$768 per acre-foot (AF). Through this agreement, the city is paying \$315 per AF to offset water pumped.

BENEFITS:

The credits purchased will be used to offset future groundwater pumped the city would need to undertake as a designated water provider.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

The cost of this purchase is \$598,750 for 1,900AF. Under CAGRD the city would be charged \$1,459,200 for the replenishment of this amount of water.

CURRENT FISCAL YEAR TOTAL COST:

\$598,750.00

BUDGETED:

Yes

FISCAL YEAR:

FY24

FUND/DEPARTMENT:

40003228-526024

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

ATTACHMENTS:

[AZWR Conveyance of Extinguishment Credits.pdf](#)

[Extinguishment Credits Sale and Purchase Agreement.pdf](#)



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 5 5		ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 12.927.76 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 1,900 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
		☐ CREDITS ARE NOT BEING PLEDGED AT THIS TIME	

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL ESTRELLA SOUTH LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL CITY OF BUCKEYE	
MAILING ADDRESS 17700 N. PACESETTER WAY, SUITE 100		MAILING ADDRESS 530 E. MONROE AVE	
CITY / STATE / ZIP CODE SCOTTSDALE, AZ 85255		CITY / STATE / ZIP CODE BUCKEYE, AZ 85326	
CONTACT PERSON NAME AND TITLE TIM BRISLIN, PRESIDENT, HARVARD INVESTMENTS		CONTACT PERSON NAME AND TITLE BOBBY ANASTASOV, WATER RESOURCE MANAGER	
TELEPHONE NUMBER 480-515-3255	FAX tbrislin@harvardinvestments.com	TELEPHONE NUMBER 623-349-6141	FAX banastasov@buckeyeaz.gov
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	
SIGNATURE PAGE ATTACHED			

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF _____

)
) §
)

Subscribed and sworn to before me by _____,
this _____ day of _____, 20____. (SELLER)

(SEAL)

NOTARY PUBLIC SIGNATURE

DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Signature Page for Conveyance of Extinguishment Credits

Estrella South LLC

By: Estrella Partners, LP
Its: Sole Member and Manager
By: Goodyear EMR GP, LLC
Its: General Partner
By: EMR Harvard LLC
Its: Administrative Member
By: Harvard Investments, Inc.
Its: Manager

By: Christopher Cacheris
Christopher J. Cacheris
Senior Vice President, Harvard Investments, Inc.



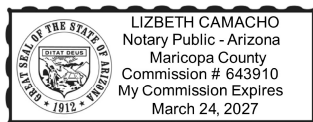
State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day May of 2024 by Christopher J. Cacheris, Senior Vice President, Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP, LLC, the General Partner of Estrella Partners, LP, the Sole Member and Manager of Estrella South LLC.

Lizbeth Camacho



Notary Public



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

WATER RIGHTS TRANSACTION EXTINGUISHMENT CREDITS SALE AND PURCHASE AGREEMENT

This Extinguishment Credits Sale and Purchase Agreement is entered into as of the _____ day of June, 2024 (“Effective Date”), by and between the City of Buckeye, a municipal corporation of the State of Arizona (“Grantee”), and Estrella South LLC, an Arizona limited liability company (“Grantor”).

RECITALS

A. Pursuant to Arizona Revised Statutes (“A.R.S”) Title 45, Chapter 2, and Arizona Administrative Code (“A.A.C.”) R12-15-723, Grantor is the owner of those certain Extinguishment Credits (defined below) pursuant to conveyances of the credits that were approved by ADWR (defined below) on March 6, 2024, in the amount of 12,927.76 acre-feet derived from Right No. 58-106640.0055 (the “Certificate”). Copies of the extinguishment documents issued by ADWR, and the letter from ADWR regarding the conveyance of the credits subject to this Agreement are attached hereto as **Exhibit “A”**.

B. Grantee desires to purchase the Extinguishment Credits pursuant to R12-15-723(G) and in accordance with the terms and conditions of this Agreement.

C. Grantor desires to sell, convey and transfer to the Grantee, the Extinguishment Credits set forth in **Exhibit “A”**. Grantor and Grantee may be collectively referred to herein as the “Parties”, or individually as a “Party.”

NOW, THEREFORE, in consideration of the above Recitals, the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall mean:

“Acre Foot” or “AF” – means the volume of water necessary to cover one acre of surface area to a depth of one foot.

“ADWR” means the Arizona Department of Water Resources.

“Agreement” means this Extinguishment Credits Sale and Purchase Agreement.

“Date of Conveyance” means the date that ADWR acknowledges and affirms, in writing, that the transfer and conveyance of Extinguishment Credits from Estrella South LLC, an Arizona limited liability company, to the City of Buckeye has been accepted by ADWR and is complete and final.

“Extinguishment Credits” or “Credits” means the amount of **one thousand nine hundred (1,900)** acre-feet of credits derived from the Certificate, which Credits are a portion of the extinguishment credits identified on the Extinguishment Certificate set forth in **Exhibit “A”**

hereto. Extinguishment credits, in general, are defined in Arizona Administrative Code 12 A.A.C. 15, specifically R12-15-701, and discussed in R12-15-723.

AGREEMENT

1. **Purchase and Sale.** Grantor agrees to grant, sell, assign, transfer and convey to Grantee all of Grantor's right, title, and interest in the Credits to have and to hold unto Grantee, its successors and assigns, in accordance with the terms and conditions of this Agreement. For and in consideration of the sale, assignment, transfer, and conveyance of the Credits to Grantee as set forth herein, Grantee shall pay Grantor \$315.00 per AF, for a total of Five Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$598,500.00), plus \$250.00 representing the ADWR fee to convey the Extinguishment Credits, for a total of \$598,750.00 (the "Purchase Price").

2. **Subject to Appropriations.** Pursuant to ARS § 42-17106, Grantee is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. Grantee represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. However, in the event that an appropriation is not granted, and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, Grantee shall have the right to terminate the Agreement without penalty until and through **5 p.m. June 6, 2024** (the "Outside Approval Date"). If Grantee has not confirmed in writing to Grantor that the appropriation of funds has been approved by the Outside Approval Date, then Grantor may terminate this Agreement upon written notice to Grantee until and through **5 p.m., June 7, 2024**. The date upon which Grantee provides written notice to Grantor of the approval of the appropriation of funds shall be referred to herein as the "Approval Date." Due to their time-sensitive nature, notices pursuant to this Section 2 may be given via e-mail with a read receipt request, if to Grantor, to Tim Brislin with a copy to Marc Blonstein and Chris Evanoff, and if to City, to City Manager with copies to the Water Resources Director, and City Attorney, at the email addresses set forth in Section 24 hereof.

3. **Representations.** Grantor hereby represents and warrants to Grantee that Grantor has full right and authority to grant, sell, assign, transfer and convey the Credits, provided, however, that the foregoing representation is subject to ADWR's approval of the Conveyance of Extinguishment Credits Application so that Grantor retains the balance of the extinguishment credits contained in the Certificate and not conveyed to Grantee. Grantor represents and warrants to Grantee that the Extinguishment Credits have not been pledged to a certificate of assured water supply or a designation of assured water supply, and, to Grantor's knowledge, are valid, existing, and transferable as of the date of conveyance pursuant to A.A.C. R12-15-723, fully recognized by ADWR and other applicable regulatory bodies and agencies, and are fully capable of being used for any lawful purpose from within the Phoenix Active Management Area, and that Grantor has no actual knowledge of any violation of any governmental regulations or reporting obligations relating to the Credits. Grantee hereby acknowledges and agrees that following the Date of Conveyance, any balance of extinguishment credits under the Certificate shall remain the sole and exclusive property of Grantor. Further, Grantor has no actual knowledge of any outstanding judgments against Grantor that would in any manner affect consummation of the transaction contemplated herein or constitute any cloud upon the Extinguishment Credits' title. Grantor has no actual knowledge of any pending investigations or any pending or threatened litigation or

proceedings that might result in any cloud upon the Credits' title or any material change in the Credits' title.

4. **ADWR Transfer Forms and Additional Actions.** Not later than (5) business days after the earlier of (a) Approval Date or (b) the Outside Approval Date (and provided the Agreement has not previously been terminated), Grantor shall execute and submit to ADWR the form(s) attached hereto as **Exhibit "B"** provided by ADWR, along with either a) the original Certificate or b) a Statement of Lost Certificate of Grandfathered Right for the Certificate, and take whatever other action is necessary to sell, assign, transfer, convey and pledge to Grantee all of Grantor's right, title, and interest in and to the Credits. Grantor shall initially pay any filing and administrative fees due to ADWR in connection with the transfer and conveyance of the Credits, and Grantee shall reimburse Grantor for those fees through its payment of the Purchase Price. Grantor shall promptly notify Grantee in writing after completing its obligations under this Section, and provide Grantee with an ADWR date-stamped copy of the form(s) attached as **Exhibit "B"** that it filed.

5. **Payment of Purchase Price.** Within **five (5) business days** of the date that Grantor completes its obligations under Section 4 above and notifies Grantee, but in no event later than **June 21, 2024**, Grantee shall pay to Grantor the allotted Purchase Price for the Credits in immediately available funds, which may include certified check or cashier's check payable to Estrella South LLC, or wire transfer, provided wiring information is timely supplied by Grantor.

6. **Covenants of Grantee.** Grantee shall not convey, pledge, use, or encumber the Credits in any way until: (i) it has paid the Purchase Price to Grantor; and (ii) the Date of Conveyance has occurred.

7. **Rejection or Invalidity of Transfer.** Should ADWR reject or otherwise invalidate the proposed sale, assignment, transfer, conveyance or pledge of Grantor's Credits to Grantee, including but not limited to, if ADWR does not allow for the Certificate to be split between the Credits to be transferred to Grantee and the balance of extinguishment credits derived from the Certificate to be retained by Grantor, then Grantee shall not be obligated, responsible or liable for any payment whatsoever to Grantor, Grantor shall have the right to terminate this Agreement, and in the event of any such termination, Grantor shall retain all of the Credits and shall immediately return the Purchase Price to Grantee.

8. **AS-IS.** By proceeding with the purchase of the Extinguishment Credits, Grantee acknowledges that Grantee has had an opportunity to make its own examination, inspection and investigation of the Credits, including, without limitation, all conditions which may affect the value of the Credits, as Grantee deems necessary or appropriate. Except for the representations, warranties, and covenants expressly stated in this Agreement (the "Express Representations"), Grantor shall not be responsible or liable to Grantee for any conditions or other matters affecting the Credits, as Grantee is purchasing the Credits, except for the Express Representations, AS-IS, WHERE-IS and WITH ALL FAULTS, and not in reliance on any representations or warranties except for the Express Representations. Other than with respect to claims arising from Grantor's default in the performance of the Express Representations, Grantee hereby fully releases Grantor, the direct and indirect owners of Grantor, and the officers, directors, managers, trustees, trust beneficiaries, and employees of Grantors and such owners (collectively, with Grantor, the "Grantor

Related Parties”) from any and all claims that it may now have or hereafter acquire against any Grantor Related Party, for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any errors or omissions or other conditions affecting the Credits. This waiver and release of claims shall survive the Date of Conveyance. Notwithstanding anything to the contrary in this Section, nothing in this Section shall release Grantor from any claims of Grantee arising out of Grantor’s breach of an Express Representation or any other provision of this Agreement.

9. **Regulatory Responsibilities.** Grantor and Grantee represent to each other that neither will take, nor fail to take, any action that may cause Credits to be diminished on or before the Date of Conveyance.

10. **Cooperation.** Upon request by the other Party, Grantor or Grantee shall execute any forms or documents, provide information, take any action (or refrain from taking any action), or otherwise cooperate reasonably to fulfill any statutory or regulatory requirements necessary or desirable to achieve the intended results herein including, without limitation, the conveyance of Credits and notification thereof to ADWR.

11. **Authorization.** Grantor represents and warrants that it has taken all necessary action to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Grantor of the covenants and obligations to be performed and carried out by it hereunder. The individuals executing this Agreement for the respective parties respectively represent and warrant that they are duly authorized to and do hereby bind the Parties to the Agreement and each and every provision hereof.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

13. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every provision hereof.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court or federal district court of competent jurisdiction located in Maricopa County, Arizona.

15. **Rules, Regulations and Amendment or Successor Statutes.** All references in this Agreement to the Arizona Revised Statutes, the Arizona Administrative Code, or any other legally binding law or precedent, includes all rules, codes and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, codes and regulations to such statutes, rules, codes and regulations existing as of the date of this Agreement.

16. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is found or determined to be invalid by a court of law or other tribunal with jurisdiction, said provision shall be deemed severable and shall not invalidate the remaining provisions of this Agreement.

17. **Default.** The failure of either Party to perform any term, covenant, or condition of this Agreement, if that failure continues for thirty (30) days following the receipt of written notice from the other Party.

17.1. **Default by Grantor – Remedies – Limitation of Damages.** In the event Grantor fails to comply with its obligations under the terms and conditions of this Agreement, Grantee shall provide notice to Grantor and Grantor may cure within five (5) business days. In the event Grantor does not cure the default within five (5) business days, Grantee may seek specific performance of this Agreement, or alternatively, may otherwise immediately terminate this Agreement and have no further obligation to Grantor. No other remedies or damages shall be available to Grantee.

17.2. **Default by Grantee – Remedies – Limitations of Damages.** In the event Grantee fails to comply with its obligations under the terms and conditions of this Agreement, Grantor shall provide notice to Grantee and Grantee may cure within five (5) business days. In the event Grantee does not cure the default within five (5) business days, Grantor may, Subject to Appropriations, pursuant to Section 2 above, seek specific performance of this Agreement only if Grantee's governing body has duly and appropriately appropriated said funds, or alternatively, may terminate this Agreement and have no further obligation to Grantee. In the event Grantor terminates this Agreement pursuant to this provision after completing its obligations under Section 4 above but before payment of the Purchase Price, Grantee shall take all necessary action to ensure that the Credits are properly transferred or conveyed back to Grantor. No other remedies or damages shall be available to Grantor.

18. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and does not create, nor shall it be construed to create rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

19. **Amendments.** This Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.

20. **Entire Agreement.** This Agreement sets forth the entire agreement of the Parties and supersedes and merges all prior negotiations, agreements and understandings between Grantor and Grantee with respect to the subject matter hereof.

21. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any Party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

22. **Captions.** All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

23. **Conflict of Interest.** The Parties to this Agreement are hereby notified of A.R.S. § 38-511 and this Agreement may be cancelled in accordance therewith.

24. **Notices.** Subject to the provisions of Section 2 hereof, all notices and other communications required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered upon actual receipt or within three (3) days after posting thereof in the U.S. Mail, return receipt requested, by registered or certified mail, addressed to:

If to Grantee: City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326
Attention: Dan Cotterman, City Manager
(email: dcotterman@buckeyeaz.gov)

With copy to: City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326
Attention: K. Scott McCoy, City Attorney
(email: smccoy@buckeyeaz.gov)

and

City of Buckeye
21749 W Yuma Rd, Suite 107
Buckeye AZ 85326
Attention: Terry Lowe, Water Resources Director
(email: tlowe@buckeyeaz.gov)

If to Grantor: Estrella South LLC
17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255
Attention: Tim Brislin
(email: tbrislin@harvardinvestments.com)

With copy to: Berens Blonstein PLC
7033 E. Greenway Parkway, Suite 210
Scottsdale, AZ 85254
Attention: Marc D. Blonstein and Chris Evanoff
(email: mblonstein@berensblonstein.com)
(email: cevanoff@berensblonstein.com)

25. **Attorneys' Fees.** If either Party brings an action or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, or for declaratory judgment with respect to any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and expenses incurred in such action from the other party, including, without limitation, reasonable attorneys' fees, and if any decision, order or judgment is obtained by the prevailing party, then payment of all such costs, expenses and fees shall be included in the decision, order or judgment, as applicable.

27. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction. Grantor acknowledges and agrees that it is and/or may be subject to the following laws: A.R.S. §§ 35-393.01 (no boycott of Israel); 35-394 (no forced labor of Ethnic Uyghurs); 38-511 (cancellation of contract by political subdivision); and 41-4401(a)-(d) (E-verify requirements), found at www.azleg.gov.

28. **Survival.** All representations, warranties, obligations, promises and agreements by the Parties hereto shall survive the Date of Conveyance and shall not be deemed to have merged into any deed, document or instrument of transfer, assignment, or conveyance.

29. **Recitals.** The Recitals are incorporated herein and made a part hereof.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as the date first set forth above.

CITY OF BUCKEYE,
a political subdivision of the State of Arizona

Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

[signatures continue on following page]

Estrella South LLC, a Delaware limited liability company

By: Estrella Partners, LP,
a Delaware limited partnership
Its: Sole Member and Manager

By: Goodyear EMR GP, LLC,
a Delaware limited liability company
Its: General Partner

By: EMR Harvard LLC,
an Arizona limited liability company
Its: Administrative Member

By: Harvard Investments, Inc.,
a Nevada corporation
Its: Manager

By: Tim Brislin
Name: Timothy P. Brislin
Title: President

By: Christopher J. Cacheris
Name: Christopher J. Cacheris
Title: Senior Vice President

EXHIBIT “A”

Copy of Arizona Department of Water Resources Extinguishment of Grandfathered
Groundwater Right Certificate

1,900 acre-feet derived from Certificate No. 58-106640.0055

(see attached)

KATIE M. HOBBS
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

March 6, 2024

Via email: Christopher J. Cacheris and Aaron Pederson, Estrella South LLC

Christopher J. Cacheris
Estrella South LLC
17700 N. Pacesetter Way Suite 100
Scottsdale, AZ 85255

Re: Conveyance of Extinguishment Right No. 58-106640.0046

Dear Mr. Cacheris:

The Arizona Department of Water Resources processed the conveyance of extinguishment credits associated with Extinguishment Certificate No. 58-106640.0046. Enclosed is Extinguishment Certificate No. 58-106640.0055, which confirms the remaining **12,927.76 acre-feet of extinguishment credits** to Estrella South LLC.

At your request, these extinguishment credits have not been pledged.

Requests for information regarding this extinguishment should be addressed to the Office of Assured & Adequate Water Supply at 602-771-8599.

Sincerely,

David L McKay

David L. McKay, Manager
Assured and Adequate Water Supply and Recharge Programs

DLM/sr

Extinguishment Certificate

STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES

*Pursuant to the provisions of
A.R.S. § 45-576 and R12-15-723*

*Estrella South LLC
17700 N. Pacesetter Way Suite 100
Scottsdale, AZ 85255*

has acquired Extinguishment Credits from Certificate No. 58-106640.0046.

A New Extinguishment Certificate No.

58-106640.0055

has been issued in the
PHOENIX ACTIVE MANAGEMENT AREA

*The value of this extinguishment certificate totals 12,927.76 acre-feet of extinguishment credits;
these credits have not been pledged.*



*Extinguishment Certificate No. 58-106640.0055 is effective as of
this 22nd day of December 2023.*

David L McKay

*David L. McKay
Assured and Adequate Water Supply/Recharge Programs*

THESE CREDITS MAY NOT BE CONVEYED IF THEY HAVE BEEN PLEDGED TO A CERTIFICATE OR DESIGNATION OF ASSURED WATER SUPPLY

EXHIBIT “B”

Copy of Arizona Department of Water Resources Application for Conveyance of
Extinguishment Credits Under Grandfathered Groundwater Right
Certificate No. 58-106640.0055

(see attached)



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 5 5	ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 12.927.76 Acre-Feet	CREDITS ARE BEING PLEDGED TO (CHECK ONE):
AMOUNT OF CREDITS TO BE CONVEYED 1,900 Acre-Feet	☐ DESIGNATED WATER PROVIDER DWR NO. 26-
	☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-
	☐ CREDITS ARE NOT BEING PLEDGED AT THIS TIME

Creditholder	If credits are not being pledged at this time, convey to:
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL ESTRELLA SOUTH LLC	FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL CITY OF BUCKEYE
MAILING ADDRESS 17700 N. PACESETTER WAY, SUITE 100	MAILING ADDRESS 530 E. MONROE AVE
CITY / STATE / ZIP CODE SCOTTSDALE, AZ 85255	CITY / STATE / ZIP CODE BUCKEYE, AZ 85326
CONTACT PERSON NAME AND TITLE TIM BRISLIN, PRESIDENT, HARVARD INVESTMENTS	CONTACT PERSON NAME AND TITLE BOBBY ANASTASOV, WATER RESOURCE MANAGER
TELEPHONE NUMBER 480-515-3255	TELEPHONE NUMBER 623-349-6141
FAX tbrislin@harvardinvestments.com	FAX banastasov@buckeyeaz.gov
Sign in the presence of a Notary Public	
SIGNATURE OF CREDITHOLDER	DATE
SIGNATURE PAGE ATTACHED	

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF _____

)
) §
)

Subscribed and sworn to before me by _____,
this _____ day of _____, 20____. (SELLER)

(SEAL)

NOTARY PUBLIC SIGNATURE

DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Signature Page for Conveyance of Extinguishment Credits

Estrella South LLC

By: Estrella Partners, LP
Its: Sole Member and Manager
By: Goodyear EMR GP, LLC
Its: General Partner
By: EMR Harvard LLC
Its: Administrative Member
By: Harvard Investments, Inc.
Its: Manager

By: _____
Christopher J. Cacheris
Senior Vice President, Harvard Investments, Inc.

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day _____ of 2024 by Christopher J. Cacheris, Senior Vice President, Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP, LLC, the General Partner of Estrella Partners, LP, the Sole Member and Manager of Estrella South LLC.

Notary Public

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.I. CC - Boards and Commissions Appointment / Removal
DATE PREPARED: 06/03/24	DISTRICT NO.: N/A
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 removal of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board (CSAB).

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Members are removed when they no longer meet the minimum requirements to serve, they have served two consecutive full terms, or if they resign. Staff is recommending the removal of Martin Garcia Enriquez as a Board Member due to his attendance record.

Boards and Commissions applications and resignation notices are available for review in the Office of the City Clerk.

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

ATTACHMENTS:

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 4.J. CC - Approval of Minutes
DATE PREPARED: 06/03/24	DISTRICT NO.: ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the May 7, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the May 7, 2024 Regular Council Meeting Minutes.

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

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

ATTACHMENTS:

[05.07.2024 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MAY 7, 2024
MINUTES**

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

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

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

Vice Mayor Goodman called the meeting to order at 6:00 p.m. Pastor Rick Wiles of First Southern Baptist Church led the invocation; Councilmember Hess led the Pledge of Allegiance.

Members Present: Councilmember HagEstad, Councilmember Heustis, Councilmember Hess, Vice Mayor Goodman, and Mayor Orsborn (via Microsoft Teams).

Members Absent: Councilmember Youngker and Councilmember Guy.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, Interim Public Safety Director Larry Hall, City Attorney K. Scott McCoy, City Clerk Lucinda Aja, Assistant to Mayor Christine Grundy, Chief Financial Officer William Kauppi, Police Chief Robert Sanders, Fire Chief Jake Rhoades, Development Services Director Brian Craig, Public Works Director Bret Hodne, Economic Development Director Suzie Boyles, Information Technology Director Greg Platacz, Water Resources Director Terry Lowe, Community Services Director Miranda Gomez, and Aviation Director Scott Gray.

2. Comments from the Public

David Hamilton presented statements regarding his towing business and providing towing services for the City.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Mayor Orsborn recused himself from any discussion and voting on Item *4.B. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G, *4.H, *4.I, *4.J, *4.K, *4.L, and *4.M. Motion passed unanimously.

***4.A Council to take action on Resolution No. 17-24 approving an Easement Agreement for a communications system between Qwest Corporation dba Centurylink QC, and the City of Buckeye, Arizona, situated generally at Assessor Parcel Number 400-21-167, as recorded at Deed Number 2015-0481560, official records of Maricopa County, and**

authorizing the City Manager to execute and deliver said Easement Agreement on behalf of the City of Buckeye.

Staff Liaison: Bret Hodne, Public Works Director

Council adopted Resolution No. 17-24 approving an Easement Agreement for a communications system between Qwest Corporation dba Centurylink QC, and the City of Buckeye, Arizona, situated generally at Assessor Parcel Number 400-21-167, as recorded at Deed Number 2015-0481560, official records of Maricopa County, and authorizing the City Manager to execute and deliver said Easement Agreement on behalf of the City of Buckeye

- *4.B Council to take action on Contract (No. 2020001.03 DO20) for General Contracting Services between the City of Buckeye, an Arizona municipal corporation, and GCON INC, for Fire Station 703 Stone Repairs; and authorize the City Manager to execute and deliver the Contract on behalf of the City.**

Staff Liaison: Bret Hodne, Public Works Director

Mayor Orsborn recused himself from any discussion or voting on this Item. Council approved Delivery Order No. 20 to Contract No. 2020001.03 for General Contracting Services between the City of Buckeye, an Arizona municipal corporation, and GCON INC, for Fire Station 703 Stone Repairs; and authorized the City Manager to execute and deliver the Contract on behalf of the City.

- *4.C Council to take action on Resolution No. 26-24 approving the Intergovernmental Agreement between the City of Buckeye, for and on behalf of the Buckeye Fire Medical Rescue Department, and the City of Glendale for public safety training; and authorizing the City Manager to execute and deliver the Intergovernmental Agreement on behalf of the City.**

Staff Liaison: Jake Rhoades, Fire Chief

Council adopted Resolution No. 26-24 approving the Intergovernmental Agreement between the City of Buckeye, for and on behalf of the Buckeye Fire Medical Rescue Department, and the City of Glendale for public safety training; and authorizing the City Manager to execute and deliver the Intergovernmental Agreement on behalf of the City.

- *4.D Council to take action on the Cooperative Contract Purchase Addendum (CCPA Contract No. 2024167) Job Order Contract between the City of Buckeye, an Arizona municipal corporation, and KP Ventures Well Drilling and Pump Company, LLC, an Arizona limited liability company, for well maintenance and repairs, and authorize the City Manager to execute and deliver said Contract on behalf of the City.**

Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Cooperative Contract Purchase Addendum (CCPA Contract No. 2024167) Job Order Contract between the City of Buckeye, an Arizona municipal corporation, and KP Ventures Well Drilling and Pump Company, LLC, an Arizona limited liability company, for well maintenance and repairs, and authorized the City Manager to execute and deliver said Contract on behalf of the City.

- *4.E Council to take action on Change Order No. 1 to Cooperative Contract Purchase Addendum (CCPA Contract No. 2023149) between the City of Buckeye, an Arizona municipal corporation, and Precision Electric Co., Inc., an Arizona corporation, for well and booster pump services, and authorize the City Manager to execute said Change Order on behalf of the City.**

Staff Liaison: Terry Lowe, Water Resources Director

Council approved Change Order No. 1 to Cooperative Contract Purchase Addendum (CCPA Contract No. 2023149) between the City of Buckeye, an Arizona municipal corporation, and Precision Electric Co., Inc., an Arizona corporation, for well and booster pump services, and authorized the City Manager to execute said Change Order on behalf of the City.

- *4.F Council to take action on Resolution No. 28-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and Buckeye Union High School District relating to School Resource Officer Services at Buckeye Union High School; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City.**

Staff Liaison: Robert Sanders, Police Chief

Council adopted Resolution No. 28-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and Buckeye Union High School District relating to School Resource Officer Services at Buckeye Union High School; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City.

- *4.G Council to take action on City of Buckeye - APS Utility Easement request made by Arizona Public Service (APS) to extend electrical power to the new modular hangar.**

Staff Liaison: Scott Lowe, Aviation Asset Director

Council approved the City of Buckeye - APS Utility Easement request made by Arizona Public Service (APS) to extend electrical power to the new modular hangar.

- *4.H Council to take action on Task Order No. 2 (Contract 2023117.01) between the City of Buckeye, an Arizona municipal corporation, and Dibble Engineering, an Arizona corporation, to provide planning services for the completion of the update to the Master Plan and preparation of a Long-Range Airport Development Concept Plan at Buckeye Municipal Airport; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**

Staff Liaison: Scott Gray, Aviation Director

Council approved Task Order No. 2 (Contract 2023117.01) between the City of Buckeye, an Arizona municipal corporation, and Dibble Engineering, an Arizona corporation, to provide planning services for the completion of the update to the Master Plan and preparation of a Long-Range Airport Development Concept Plan at Buckeye Municipal Airport; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

- *4.I Council to take action on the submission of a \$386,070.05 Fiscal Year 2023 Fire Prevention and Safety (FP&S) grant application through the Federal Emergency Management Agency (FEMA) for the purchase of equipment to change out and upgrade the current commercial lock boxes with smart E-Lock boxes, and for personnel to install the smart E-Lock boxes for all commercial buildings in the City.**

Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a \$386,070.05 Fiscal Year 2023 Fire Prevention and Safety (FP&S) grant application through the Federal Emergency Management Agency (FEMA) for the purchase of equipment to change out and upgrade the current commercial lock boxes with smart E-Lock boxes, and for personnel to install the smart E-Lock boxes for all commercial buildings in the City.

- *4.J Council to take action on the submission of a \$540,000 Residential Curbside Recycling Cart grant application through The Recycling Partnership, Inc., a Virginia non-profit**

corporation, for the purchase of 95-gallon Radio-Frequency Identification (RFID) enabled recycling carts to provide to residential customers.

Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a \$540,000 Residential Curbside Recycling Cart grant application through The Recycling Partnership, Inc., a Virginia non-profit corporation, for the purchase of 95-gallon Radio-Frequency Identification (RFID) enabled recycling carts to provide to residential customers.

***4.K Council to take action on the submission of a \$843,662.82 Arizona 9-1-1 grant application through the Arizona Department of Administration (ADOA) for the adoption of the Public Safety Answering Point (PSAP) Next Generation 9-1-1 (NG9-1-1) services, equipment, and applications on the Motorola Vesta platform, supported by a managed services arrangement with AT&T.**

Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a \$843,662.82 Arizona 9-1-1 grant application through the Arizona Department of Administration (ADOA) for the adoption of the Public Safety Answering Point (PSAP) Next Generation 9-1-1 (NG9-1-1) services, equipment, and applications on the Motorola Vesta platform, supported by a managed services arrangement with AT&T.

***4.L Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 286707) for Macayo's Mexican Food, located at 19355 West Indian School Road in Buckeye.**

Staff Liaison: Lucinda Aja, City Clerk

Council approved Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 286707) for Macayo's Mexican Food, located at 19355 West Indian School Road in Buckeye.

***4.M Council to take action on the 2024 Summer Council Meeting Schedule by cancelling the Regular City Council Meeting scheduled for July 2, 2024 and holding one Regular City Council Meeting in July 2024.**

Staff Liaison: Lucinda Aja, City Clerk

Council approved the 2024 Summer Council Meeting Schedule by cancelling the Regular City Council Meeting scheduled for July 2, 2024 and holding one Regular City Council Meeting in July 2024.

5. Continued / Tabled Public Hearings

5.A NO ACTION WAS TAKEN ON THIS ITEM. This item and the accompanying public hearing is continued until the May 21, 2024 Regular City Council Meeting. Resolution No. 27-24 approving an amendment to the Sun Valley Area Plan (SVAP) to incorporate text defining solar generation stations and interim uses and authorizing interim, non-permanent use of properties located within the Sun Valley Area Plan boundary for solar generation stations.

Staff Liaison: Ken Galica, Principal Planner

5.B NO ACTION WAS TAKEN ON THIS ITEM. This item and the accompanying public hearing is continued until the May 21, 2024 Regular City Council Meeting. Ordinance No. 13-24, approving a Community Master Plan for Catclaw Solar as described in Case Number PLZZ-23-00009; approving the Second Amendment to Development Agreement (Sun Valley) dated July 19, 2000 between the City and BA Pacific Sun Valley,

LLC, and the Catclaw Solar Project Development Agreement dated May 7, 2024 between the City, BA Pacific Sun Valley, LLC and 311SV 8me LLC; and authorizing the Mayor to execute and deliver the Development Agreements.

Staff Liaison: Ken Galica, Principal Planner

6. Comments from the Mayor and Council

Mayor Orsborn: thanked Arizona Game and Fish.

7. City Manager's Report and Summary of Current Events – None.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Vice Mayor Goodman adjourned the meeting at 6:09 p.m.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on May 7, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 5.A. CC - Convene into Special Council Meeting
DATE PREPARED: 06/03/24	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to convene into a Special Council Meeting (as required by A.R.S. Title 42, Sections 17101 through 17108).

SUMMARY

PROJECT DESCRIPTION:

Council will make a motion to convene into a Special Council Meeting pursuant to A.R.S. Title 42, Sections 17101 through 17108.

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

ATTACHMENTS:

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 5.B. FIN - Truth in Taxation Public Hearing
DATE PREPARED: 06/03/24	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council will hold a public hearing and take action (roll call vote) on the Truth in Taxation (TNT) Primary Property Tax levy for Fiscal Year (FY) 2024-2025 equal to \$15,329,552.

SUMMARY

PROJECT DESCRIPTION:

Council will conduct a public hearing to discuss, consider, and take action approving a Fiscal Year 2024-2025 Primary Property Tax Levy of \$15,329,552 and the Truth in Taxation increase is \$300,247.

The Primary Property Tax Levy is not restricted to and may be used for any and all services to the Community. Council to adopt and approve a Fiscal Year 2024-2025 Primary Property Tax Levy of \$15,329,552. The FY2024-2025 estimate for a \$100,000 home is \$160.77.

BENEFITS:

The primary property levy provides funding for the City's service delivery programs.

FUTURE ACTION:

Adoption of FY 2024-2025 Property Tax Levy on June 18, 2024.

FINANCIAL IMPACT STATEMENT:

The recommended levy is \$1,955,990 greater than the previous year, a total levy increase of 14.6%. The City's primary property tax rate is estimated to be \$1.6077 per \$100 of taxable assessed value. The City's primary property taxes for a \$100,000 home will **decrease from \$165.13 to \$160.77**.

BUDGETED:

Yes

FISCAL YEAR:

2024-2025

FUND/DEPARTMENT:

Various

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

ATTACHMENTS:

[TNT Analysis.xlsx](#)

[FY 24-25 TNT memo revised 2-13-2024.doc](#)

60 day NOTICE FY 24-25 2-13-2024.pdf

FY 24-25 TNT PRESS RELEASE.doc

FY 24-25 TNT HEARING Notice 2-13-2024.doc

TNT Mtg June 4 2024.pptx

City Of Buckeye
Truth in Taxation Analysis for FY 24-25 Proposed Levy

Line	Data Source	Formula	Line	Calculation
1	Actual current primary property tax levy:		1	13,373,562
2	Net assessed valuation:	Levy Limit Worksheet Line C.5	2	953,508,266
3	VALUE OF NEW CONSTRUCTION:	Line 2 - Line 4	3	\$ 105,045,762
4	Net assessed value minus new construction:	Levy Limit Worksheet Line B.5	4	848,462,504
5	MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	(Line 1 ÷ Line 4) x 100	5	\$ 1.5762
6	GROWTH IN PROPERTY TAX LEVY CAPACITY ASSOCIATED WITH NEW CONSTRUCTION:	(Line 5 x Line 3) ÷ 100	6	\$ 1,655,743
7	MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	Line 1 + Line 6	7	\$ 15,029,305
8	Proposed primary property tax levy:	Levy Limit Worksheet Line D.8	8	\$ 15,329,552
9	PROPOSED INCREASE IN PRIMARY PROPERTY TAX LEVY, EXCLUSIVE OF NEW CONSTRUCTION:	Line 8 - Line 7	9	\$ 300,247
10	PROPOSED % INCREASE IN PRIMARY PROPERTY TAX LEVY:	Line 9 ÷ Line 7	10	2.00%
11	PROPOSED PRIMARY PROPERTY TAX RATE:	(Line 8 ÷ Line 2) x 100	11	\$ 1.6077
12	PROPOSED INCREASE IN PRIMARY PROPERTY TAX RATE:	Line 11 - Line 5	12	\$ 0.0315
13	PROPOSED PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000:	(Line 11 x 10,000) ÷ 100	13	\$ 160.77
14	PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000 IF THE TAX RATE WAS NOT RAISED:	(Line 5 x 10,000) ÷ 100	14	\$ 157.62
15	PROPOSED PRIMARY PROPERTY TAX LEVY INCREASE ON A HOME VALUED AT \$100,000:	Line 13 - Line 14	15	\$ 3.15

MEMORANDUM

To: Daniel Cotterman, City Manager
From: William Kauppi, Chief Financial Officer
Date: February 13, 2024
Subject: Truth in Taxation (TNT)

The Arizona Constitution, beginning with the 1980 tax year, divided property tax levies into a primary property tax levy and a secondary property tax levy. A secondary property tax may only be levied to pay the principal and interest charges on voter approved General Obligation bonds/loans. The primary property tax levy is for all other purposes.

The primary property tax levy is limited to an increase of 2% over the previous year's allowable levy (base levy being the FY 79-80 levy, if the community had a primary property tax levy in FY 79-80) plus an increased dollar amount due to a net gain in property not taxed the previous year. **The Arizona State Legislature in 2006 enacted HB 2876 which changed the primary property tax levy's legal limit calculation.**

The FY 06-07 legal levy was limited to the lesser of a 2% increase over the prior years levy, or the Arizona Constitutional legal limit. **Further, in November 2006, the voters elected to reset the "base year" from which the legal limit is calculated from FY 79-80 to FY 05-06.**

Any city or town which wants to initiate a primary property tax must submit the proposed amount to be raised from the tax to the voters at an election to be held on the third Tuesday in May. The amount approved by the voters will constitute the base on which future limitations on levies will be determined. If the voters approve the levy, the city or town council may levy the tax in the fiscal year immediately following the election. The cities or towns currently have no authority to override the limit once it is established.

The Property Tax Oversight Commission was formed in 1988 to review the primary property tax levy limitations of each city, town, county and community college district in the State. The county assessor is required to transmit and certify to the Property Tax

Oversight Commission and the city or town council, the values necessary to calculate the levy limit. Those values are to be transmitted on or before February 10 of the tax year. Each city or town is required to notify the Property Tax Oversight Commission in writing within ten days of its agreement or disagreement with the final levy limit. After adoption of the levy, the Property Tax Oversight Commission will review the primary property tax levy to determine the adequacy of compliance.

The Arizona State Legislature, in a 1996 special session on property taxes, approved the Truth in Taxation (TNT) legislation requiring cities to hold a public hearing, publish a notice of that hearing, and have a roll call vote if the city's proposed primary property tax levy, excluding amounts attributable to new construction, is greater than the property tax levied the year before. The TNT provision does not change the Arizona Constitution's legal levy limit. TNT requires the above stated Council actions, if cities or towns wish to adopt the Arizona Constitutional primary property tax levy limit.

The City Of Buckeye, as part of its FY 24-25 budget, proposes to levy a primary property tax equal to the amount authorized by the Arizona State Constitution. The proposed levy amount is \$300,247 greater than the TNT amount (see attached Truth in Taxation Analysis).

The proposed levy amount for a \$100,000 home is \$161 and is less than the current amount of \$165.



PUBLIC NOTICE

Sixty (60) Day Ad-valorem Property Tax Increase

June 4, 2024

In connection with the adoption of the City Budget, including the Street Light Improvement Districts (SLIDs), notice is hereby given that the ad-valorem property taxes levied by the City to support its budget expenditures may increase. A Public Hearing is scheduled to be held by the Mayor and Council of the City of Buckeye on Tuesday, June 4, 2024 at 6:00 P. M. in the City of Buckeye City Hall, 530 East Monroe Street, Buckeye, Arizona 85326.

City of Buckeye's written report in support of the proposed increase in the FY 24-25 property tax levies which are used to provide services to the residents of Buckeye.

The City Of Buckeye, as part of its FY 24-25 budget, proposes to levy a primary property tax of \$15,329,552, an amount \$1,955,990 greater than the prior year's levy. The primary property tax rate is estimated to decrease from the prior year's rate of \$1.6513, to \$1.6077. It is the City's intention that the City's primary property taxes on a \$100,000 valued home will not exceed \$180.00.

The Arizona Constitution, beginning with the 1980 tax year, divided property tax levies into a primary property tax levy and a secondary property tax levy. A secondary property tax may only be levied to pay the principal and interest charges on voter approved General Obligation bonds/loans. The primary property tax levy is for all other purposes. There are no limits on the amount of secondary property taxes, while there are strict limits placed on the primary property tax.

The primary property tax levy is limited to an increase of 2% over the previous year's allowable levy (base levy being the FY 79-80 levy, if the community had a primary property tax levy in FY 79-80) plus an increased dollar amount due to a net gain in property not taxed the previous year. **The Arizona State Legislature in 2006 enacted HB 2876 which changed the primary property tax levy's legal limit calculation.** The FY 06-07 legal levy was limited to the lesser of a 2% increase over the prior year's levy, or the Arizona Constitutional legal limit. **Further, in November 2006,**

the voters elected to reset the “base year” from which the legal limit is calculated from FY 79-80 to FY 05-06.

Any city or town which wants to initiate a primary property tax must submit the proposed amount to be raised from the tax to the voters at an election to be held on the third Tuesday in May. The amount approved by the voters will constitute the base on which future limitations on levies will be determined. If the voters approve the levy, the city or town council may levy the tax in the fiscal year immediately following the election. The cities or towns currently have no authority to override the limit once it is established.

The Property Tax Oversight Commission was formed in 1988 to review the primary property tax levy limitations of each city, town, county and community college district in the State. The county assessor is required to transmit and certify to the Property Tax Oversight Commission and the city or town council the values necessary to calculate the levy limit. Those values are to be transmitted on or before February 10 of the tax year. Each city or town is required to notify the Property Tax Oversight Commission in writing within ten days of its agreement or disagreement with the final levy limit. After adoption of the levy, the Property Tax Oversight Commission will review the primary property tax levy to determine the adequacy of compliance.

The Arizona State Legislature, in a 1996 special session on property taxes, approved the Truth in Taxation (TNT) legislation requiring cities to hold a public hearing, publish a notice of that hearing, and have a roll call vote if the city’s proposed primary property tax levy, excluding amounts attributable to new construction, is greater than the property tax levied the year before. The TNT provision does not change the Arizona Constitution’s legal levy limit. TNT requires the above stated Council actions, if cities or towns wish to adopt the Arizona Constitutional primary property tax levy limit.

The City Of Buckeye, as part of its FY 24-25 budget, proposes to levy a primary property tax equal to the amount authorized by the Arizona State Constitution. The proposed levy amount is \$300,247.00 greater than the TNT amount. The proposed levy amount increases the primary property taxes above the TNT amount by \$3.15 per each \$100,000 of assessed value for a home. It is the City’s intention that the City’s primary property taxes on a \$100,000 valued home will not exceed \$180.00.

May 17, 2024 Contact: William Kauppi, Chief Financial Officer 623-349-6161

TRUTH IN TAXATION (TNT) HEARING NOTICE OF TAX INCREASE

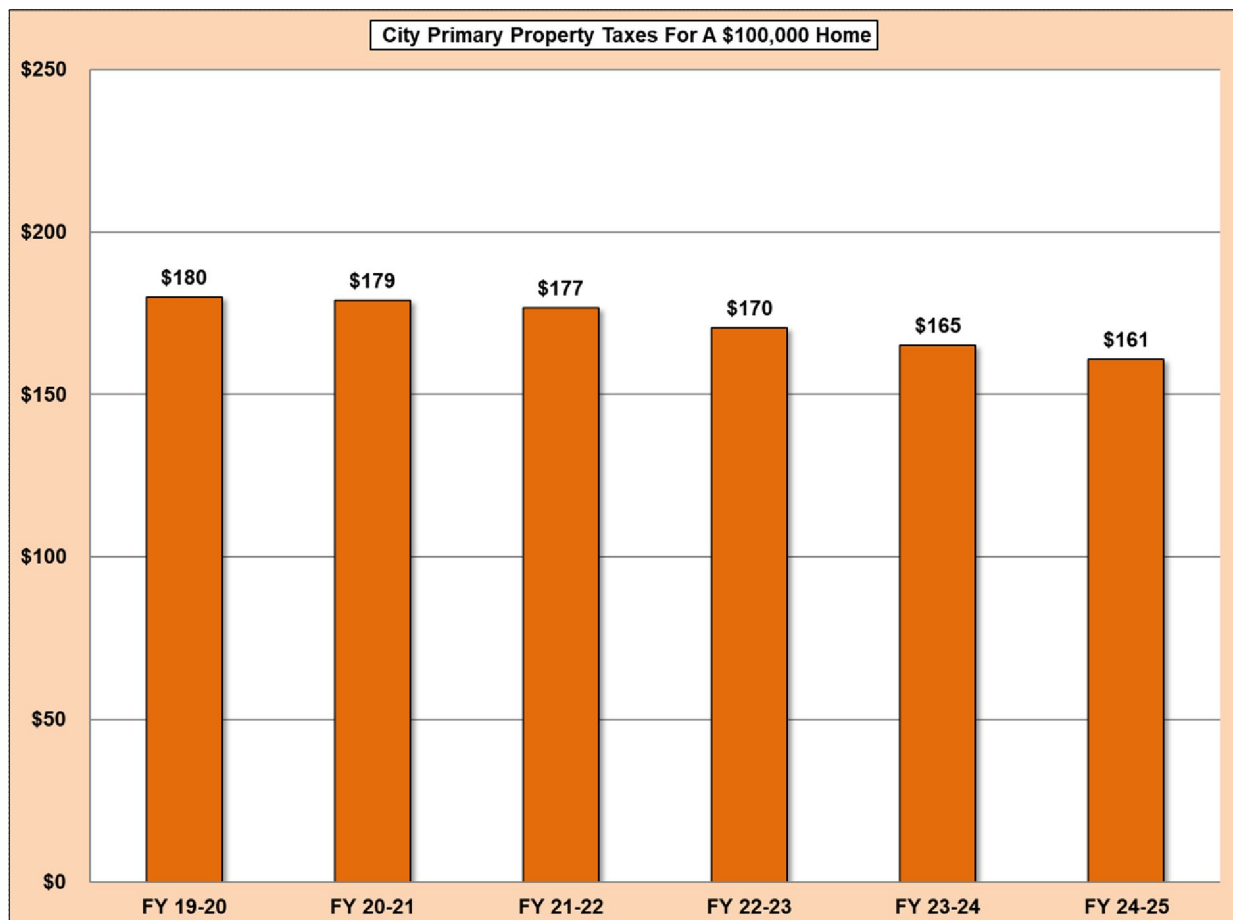
In compliance with section 42-17107, Arizona Revised Statutes, the City of Buckeye is notifying its property taxpayers of the City of Buckeye's intention to raise its primary property taxes over last year's level. The City of Buckeye is proposing an increase in the primary property tax levy of \$300,247 above the TNT levy amount or a 2.00% increase.

The proposed tax increase will cause the City of Buckeye's primary property taxes on a \$100,000 home to be \$160.77 (total proposed taxes including the tax increase). Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$157.62.

This proposed tax is exclusive of increased primary property taxes received from new construction. The primary property tax is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides. All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 4, 2024, at 6:00 P.M., at the City of Buckeye City Hall located at 530 East Monroe Avenue, Arizona.

It is the City Council's position that the City's primary property taxes on a \$100,000 home will remain at \$180.00 or less per year as it has the last 11 years.

The Truth in Taxation Notice will be published on May 17th and May 25th in the *Arizona Republic*, West Valley Zone 5.



TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF BUCKEYE IS NOTIFYING ITS PROPERTY TAXPAYERS OF THE CITY OF BUCKEYE'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. THE CITY OF BUCKEYE IS PROPOSING AN INCREASE IN THE PRIMARY PROPERTY TAX LEVY OF \$300,247 ABOVE THE TNT LEVY AMOUNT OR A 2.00% INCREASE.

THE PROPOSED TAX INCREASE WILL CAUSE THE CITY OF BUCKEYE'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$160.77 (TOTAL PROPOSED TAXES INCLUDING THE TAX INCREASE). WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$157.62.

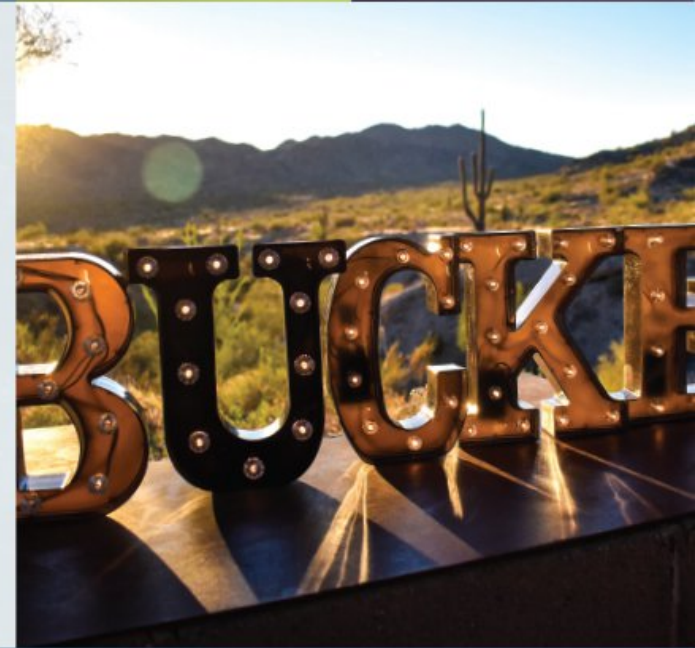
THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD JUNE 4, 2024, AT 6:00 P.M., AT THE CITY OF BUCKEYE CITY HALL LOCATED AT 530 EAST MONROE AVENUE, ARIZONA.

THE TRUTH IN TAXATION NOTICE WILL BE PUBLISHED ON MAY 17TH AND MAY 25TH IN THE *ARIZONA REPUBLIC*, WEST VALLEY ZONE 5.

FY 2024-25 Truth in Taxation

Public Hearing June 4, 2024



Truth in Taxation – Primary Property Tax

- State Constitution limits annual levy increase to no more than 2%
- Truth in Taxation process required per State Statute
- Truth in Taxation amount equal \$300,247

Truth in Taxation Analysis for FY 2024-25 Proposed Tax Levy

Actual City's Current Primary Property Tax Levy	\$13,373,562
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City Growth in Property Tax Levy By New Construction	\$ 1,655,743
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City's Proposed Increase in Property Tax Levy Exclusive of New Construction	\$ 300,247
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Proposed Primary Property Tax Levy	\$15,329,552
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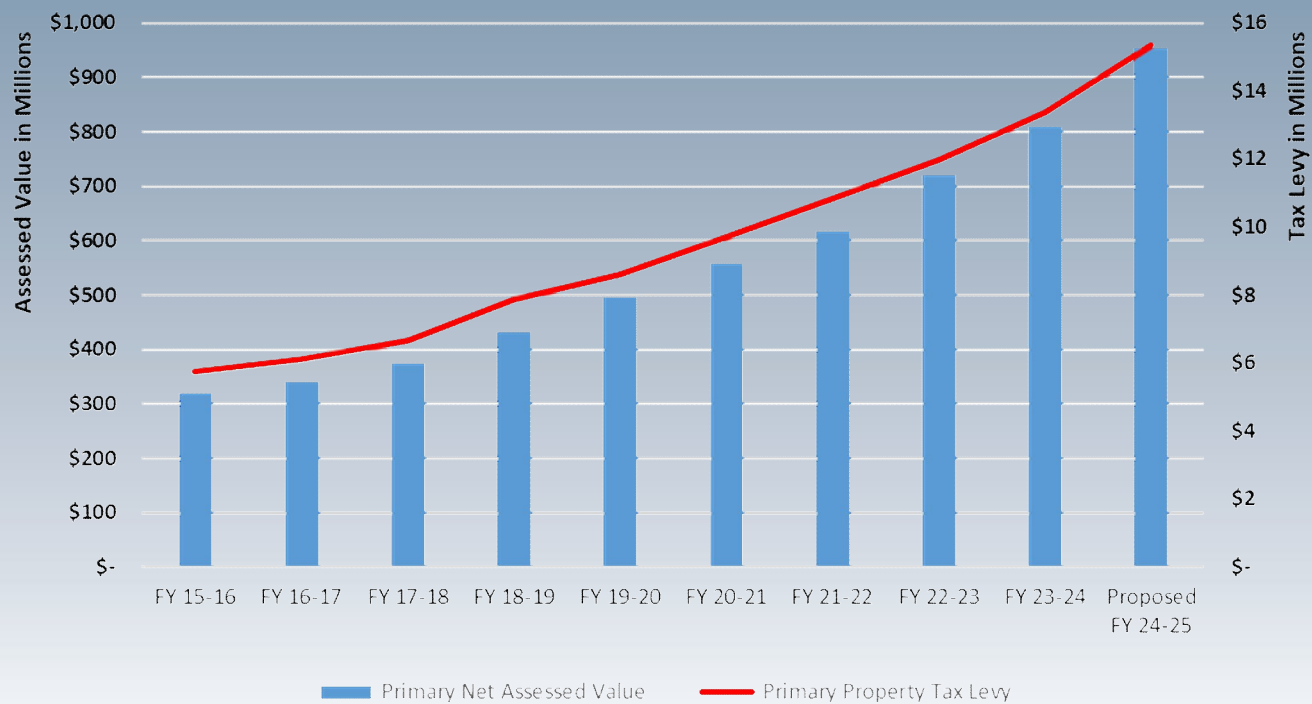
Maximum Tax Rate without Truth in Taxation Hearing	\$1.5762
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City's Proposed Primary Property Tax Rate	\$1.6077
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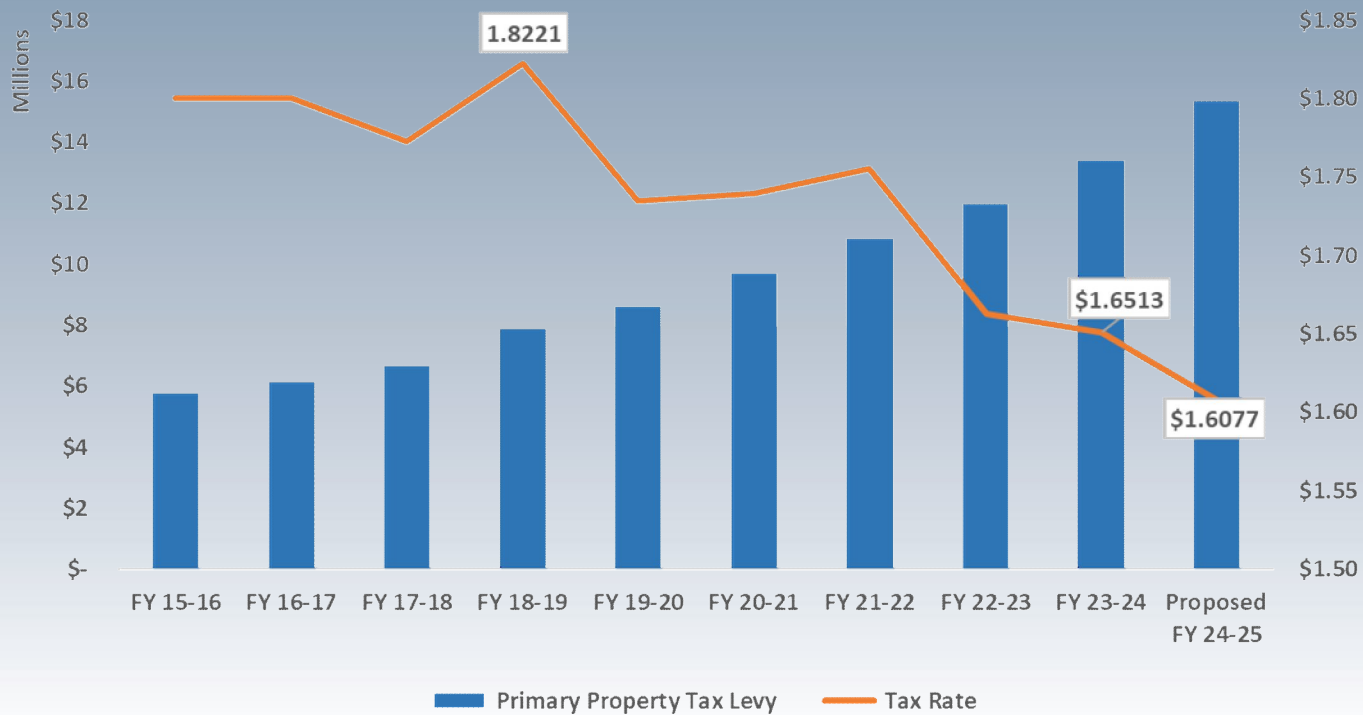
A Home's Proposed City Primary Property Taxes per \$100,000 of Assessed Value	\$160.77
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Information provided by the Office of the Maricopa County Assessor

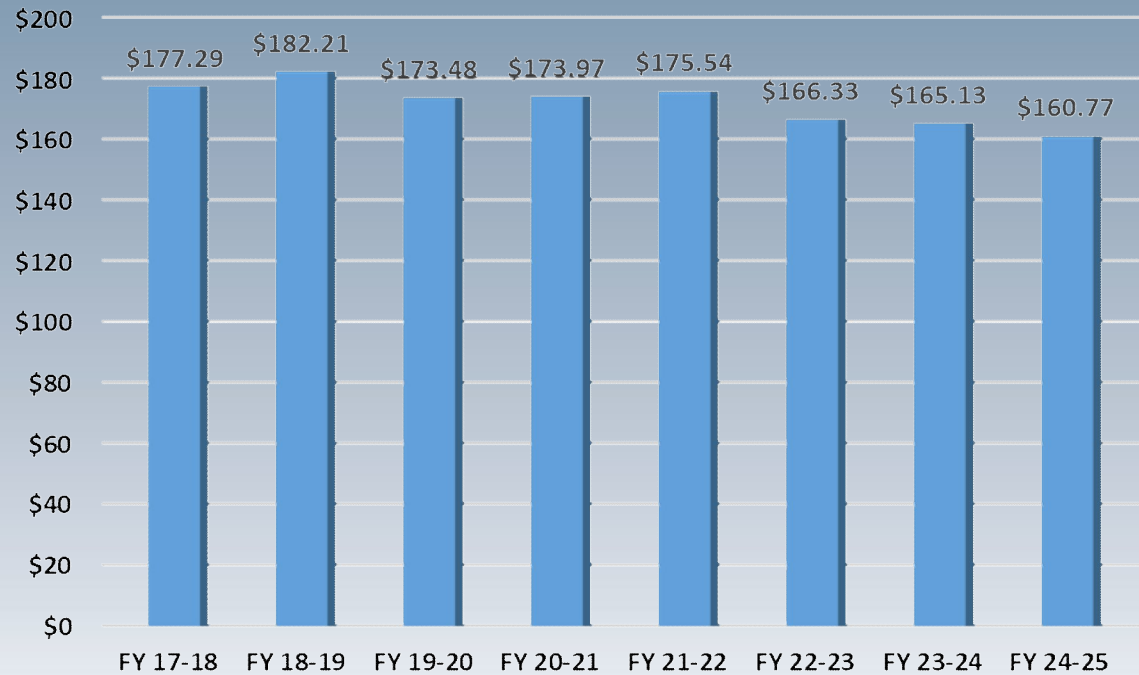
Primary Assessed Value and Tax Levy



Primary Property Tax Levy and Tax Rate



City Primary Property Taxes on a \$100,000 Home



FY 2024 City of Buckeye Property Tax - \$100,000 home value

\$165.13

FY 2025 City of Buckeye Property Tax - \$105,000 home value (maximum 5% appreciation)

\$168.81

Questions??

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 5.C. FIN - Resolution No. 33-24 Final Budget Adoption
DATE PREPARED: 06/03/24	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Resolution No. 33-24 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2024-2025.

SUMMARY

PROJECT DESCRIPTION:

Council must conduct a public hearing to discuss, consider, and take action on approving the Final Budget for FY 2024-2025. On May 21, 2024, Council approved Resolution No. 31-24 in the amount of \$686,649,900, the tentative budget. Notice was published as required by law. Arizona Revised Statutes provide that the total amounts proposed to be spent in the final budget shall not exceed the total amounts that were proposed for expenditure in the adopted, published tentative estimates.

BENEFITS:

Satisfies the State requirement to annually adopt the FY 2024-2025 Final Budget and sets forth the financial resources plan for Buckeye's FY 2024-2025 service delivery programs.

FUTURE ACTION:

Adoption of FY 2024-2025 Property Tax Levy on June 18, 2024.

FINANCIAL IMPACT STATEMENT:

The Final Budget estimate for FY 2024-2025 is \$686,649,900.

BUDGETED:

Yes

FISCAL YEAR:

2024-2025

FUND/DEPARTMENT:

Various

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

ATTACHMENTS:

[Res_33-24__Adopting_Final_Budget.docx](#)
[FY2025_City-Town_Official_Budget_Forms FINAL.pdf](#)
[Adoption of Final Budget June 4, 2024.pptx](#)

RESOLUTION NO. 33-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, ADOPTING A BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES AND THE AMOUNTS PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES FOR THE FISCAL YEAR 2024-2025.

WHEREAS, in accordance with the provisions of Ariz. Rev. Stat. Sections 42-17101 through Sections 17108, the Mayor and Council (collectively, “City Council”) did, on May 21, 2024, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Buckeye; and,

WHEREAS, it appears that said estimates, together with a public notice that the City Council will meet on June 4, 2024, at the City of Buckeye City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326, at 6:00 p.m., for the purpose of hearing taxpayers in favor of or against any of the proposed expenditures and tax levies (the “Budget Hearing”), were made available and filed, posted and published as required by law; and

WHEREAS, the City provided the Truth in Taxation notice as required by and in accordance with Ariz. Rev. Stat. Section 42-17107, providing notice of the public hearing on the increase in City’s property taxes (the “Truth in Taxation Notice and Hearing”); and

WHEREAS, the City Council met on June 4, 2024, and conducted the Budget Hearing and Truth in Taxation Notice and Hearing, at which hearing any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures or on the tax levies.

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

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

Section 2. That the estimates of revenues and expenditures shown on the attached schedules, made on May 21, 2024, have not increased, reduced and/or changed since that date, and the same are hereby adopted as the Budget for the City of Buckeye for Fiscal Year 2024-2025.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona,
this 4th day of June 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

City of Buckeye - Final Adoption
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year	S c h		Funds							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E 1	200,017,825	29,622,257	386,087	108,179,882	0	227,409,249	0	565,615,300
2024	Actual expenditures/expenses**	E 2	153,264,246	18,566,218	386,087	33,855,900	0	141,139,290	0	347,211,741
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	164,000,000	4,621,500	294,000	54,325,000	0	124,210,000	0	347,450,500
2025	Primary property tax levy	B 4	15,329,552							15,329,552
2025	Secondary property tax levy	B 5								0
2025	Estimated revenues other than property taxes	C 6	173,368,148	24,667,400	385,000	41,573,500	0	87,203,300	0	327,197,348
2025	Other financing sources	D 7	0	0	0	0	0	91,000,000	0	91,000,000
2025	Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D 9	8,000,000	7,017,700	0	104,915,000	0	8,200,000	0	128,132,700
2025	Interfund Transfers (out)	D 10	98,841,400	0	0	21,035,000	0	8,256,300	0	128,132,700
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures									
	Maintained for future debt retirement									0
	Maintained for future capital projects					22,718,900				22,718,900
	Maintained for future financial stability		40,968,300							40,968,300
	Maintained for future retirement contributions									0
2025	Total financial resources available	12	220,888,000	36,306,600	679,000	157,059,600	0	302,357,000	0	717,290,200
2025	Budgeted expenditures/expenses	E 13	220,874,800	35,129,300	385,000	157,059,600	0	273,201,200	0	686,649,900

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

	2024	2025
1	\$ 565,615,300	\$ 686,649,900
2		
3	565,615,300	686,649,900
4		91,000,000
5	\$ 565,615,300	\$ 595,649,900
6	\$ 595,412,188	\$ 634,243,304

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**City of Buckeye - Final Adoption
Tax levy and tax rate information
Fiscal year 2025**

	<u>2024</u>	<u>2025</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>13,373,562</u>	\$ <u>15,329,552</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>13,373,562</u>	\$ <u>15,329,552</u>
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>13,373,562</u>	\$ <u>15,329,552</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>13,373,562</u>	
(2) Prior years' levies		
(3) Total primary property taxes	\$ <u>13,373,562</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>13,373,562</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.6513	1.6077
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	_____	_____
(3) Total city/town tax rate	1.6513	1.6077
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>zero</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Buckeye - Final Adoption
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
Local TPT	\$ 84,703,000	\$ 87,023,000	\$ 94,003,000
Franchise Fee and Leases	4,136,200	4,806,500	5,029,500
Licenses and permits			
Planning and review fees	18,750,000	17,998,200	18,000,000
Other Licenses and permits	1,031,700	710,700	819,000
Intergovernmental			
State Shared Sales Taxes	15,251,864	15,703,000	16,106,900
Urban Revenue Sharing	27,169,249	25,974,300	22,671,700
Auto Lieu Tax	5,190,389	5,006,500	5,396,700
Charges for services			
Charges for services	5,884,451	5,846,900	7,019,500
Fines and forfeits			
Magistrate Court Fines	870,000	727,500	750,000
Other Fines and Fees	85,000	77,300	86,000
Interest on investments			
Interest on investments	1,000,000	452,400	1,950,000
In-lieu property taxes			
In-Lieu Tax		34,900	37,000
Miscellaneous			
All Other Operating Revenues	1,072,900	1,550,600	1,498,848
Total General Fund	\$ 165,144,753	\$ 165,911,800	\$ 173,368,148

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye - Final Adoption
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Special revenue funds			
Fill The Gap	\$	\$ 4,000	5,000
JCEF	12,000	11,800	12,000
Court Special Fund	42,000	45,400	42,000
Noise Commercial Vehicles	250,000	9,100	10,000
Youth Council	15,000	10,000	15,000
Towing/Impound	50,000	59,400	50,000
Community Services Programs	290,000	289,900	
Community Services Social Services	165,000	156,500	165,000
Transient Lodging Tax	400,000	525,100	400,000
SLID Operations	494,604	444,500	592,900
CBDG Grants			605,000
Police Grants	4,420,000	693,500	4,835,000
Fire Grants	2,653,000	88,100	5,525,000
Area Agency (AAA)	459,500	391,900	478,500
Community Services Grants	1,320,000	29,800	1,220,000
Nuclear Emergency Management	85,000	63,686	85,000
AZ Lottery Fund	217,500	155,400	335,000
Volunteer Firemen's		2,000	2,000
Highway User's Revenue Fund	8,727,011	7,794,400	9,463,000
Police SB 1398	15,000	70,400	35,000
Jackrabbit Sewer O&M		1,200	12,000
Roosevelt Imp Dist O&M			
Public Works Grants		20,000	780,000
	\$ 19,615,615	\$ 10,866,086	\$ 24,667,400
Total special revenue funds	\$ 19,615,615	\$ 10,866,086	\$ 24,667,400
Debt service funds			
Jackrabbit Swr Debt	\$ 36,800	\$ 36,800	\$ 37,100
Roosevelt Improvement Debt	349,400	349,400	347,900
	\$ 386,200	\$ 386,200	\$ 385,000
Total debt service funds	\$ 386,200	\$ 386,200	\$ 385,000
Capital projects funds			
Cemetery Improvement	\$ 247,500	\$ 247,900	\$ 246,000
Sundance Water Recharge	10,000	21,400	15,000
Future Road Improvement	45,000	86,000	70,000
Traffic Signal Fund	540,000	1,262,900	1,200,000
MAG/ADOT/MCDOT Projects	500,000		600,000
CIP General	21,697,000	919,800	17,590,000
Parks & Rec Imp Fees	2,255,000	3,040,200	2,275,000
Library Impact Fees	502,500	529,700	522,500
Streets Impact Fees	520,000	683,600	520,000
Public Safety Imp Fees	20,000	265,000	20,000
Fire Impact Fees	1,750,000	1,927,300	1,800,000
Police Impact Fees	1,515,000	1,676,500	1,515,000
Watson Road Impact Fees		392,300	200,000
Budget Authority			15,000,000
	\$ 29,602,000	\$ 11,052,600	\$ 41,573,500
Total capital projects funds	\$ 29,602,000	\$ 11,052,600	\$ 41,573,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye - Final Adoption
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Enterprise funds			
Water Utility Enterprise	\$ 175,584,821	\$ 90,722,200	\$ 47,280,800
Water Repair and Replacement Fund	1,150,000	1,116,100	1,150,000
Water Impact Fees	3,732,500	5,459,100	4,670,000
	<u>\$ 180,467,321</u>	<u>\$ 97,297,400</u>	<u>\$ 53,100,800</u>
Wastewater (Sewer) Utility Enterprise	\$ 24,241,000	\$ 19,812,300	\$ 20,088,000
Wastewater Impact Fees	2,590,000	1,765,100	2,796,000
	<u>\$ 26,831,000</u>	<u>\$ 21,577,400</u>	<u>\$ 22,884,000</u>
Environmental Services	\$ 11,083,500	\$ 10,519,000	\$ 11,218,500
	<u>\$ 11,083,500</u>	<u>\$ 10,519,000</u>	<u>\$ 11,218,500</u>
Total enterprise funds	<u>\$ 218,381,821</u>	<u>\$ 129,393,800</u>	<u>\$ 87,203,300</u>
Total all funds	<u>\$ 433,130,389</u>	<u>\$ 317,610,486</u>	<u>\$ 327,197,348</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye - Final Adoption
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 8,000,000	\$ 98,841,400
Total General Fund	\$	\$	\$ 8,000,000	\$ 98,841,400
Special revenue funds				
Area Agency (AAA)	\$	\$	\$ 989,600	\$
Community Services Programs			100,000	
C/S Social Services Programs			617,600	
Eco Dev Reinvestment			683,700	
HURF			3,671,800	
CDBG			275,000	
Police Grants			405,000	
Fire Grants			275,000	
Total special revenue funds	\$	\$	\$ 7,017,700	\$
Capital projects funds				
Impact Fees Parks & Recreation	\$	\$	\$	\$
Impact Fees Library Facilities				675,000
Impact Fees Streets				1,160,000
Impact Fees Public Safety Facilities				3,450,000
Impact Fees Fire FY 21				4,500,000
Impact Fees Police FY 21				5,150,000
Asset Replacement Fund			3,700,000	3,500,000
Cemetery Improvement Fund			63,700	
Stormwater Quality			56,300	
CIP General			100,945,000	
Traffic Signal Fund				2,600,000
MAG/ADOT/MCDOT Grants			150,000	
Total capital projects funds	\$	\$	\$ 104,915,000	\$ 21,035,000
Enterprise funds				
Water Repair & Replacement Fund	\$	\$	\$	\$ 500,000
Environmental Services				56,300
Water Utility Enterprise	86,000,000		6,200,000	
Wastewater (Sewer) Utility Enterprise	5,000,000		2,000,000	
Impact Fees Water Facilities				400,000
Impact Fees Wastewater Facilities				250,000
Impact Fees Water Booster/Treatment				2,000,000
Impact Fees Water Distribution FY21				300,000
Impact Fees Water Production FY21				3,000,000
Impact Fees Wastewater Treatment FY21				1,750,000
Total enterprise funds	\$ 91,000,000	\$	\$ 8,200,000	\$ 8,256,300
Total all funds	\$ 91,000,000	\$	\$ 128,132,700	\$ 128,132,700

**City of Buckeye - Final Adoption
Expenditures/expenses by fund
Fiscal year 2025**

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Fund/Department	2024	2024	2024	2025
General Fund				
Council	\$ 899,351	\$ 3,000	\$ 827,300	\$ 937,400
City Manager	2,839,862	155,000	2,676,600	2,631,100
City Clerk	1,203,131		941,900	1,219,100
Attorney	1,923,336		1,497,400	2,838,600
Airport	1,836,324	140,000	1,474,200	1,806,500
Communications & InterGov	1,034,793		1,066,000	1,967,100
Finance	7,733,201		6,778,100	7,657,600
Human Resources	4,149,070	337,330	3,993,900	5,048,900
Economic Development	1,408,840	40,000	1,292,900	1,863,300
Information Technology	10,076,382		8,300,300	10,306,300
City Court	1,661,075		1,350,600	1,908,900
Police	34,662,087	590,200	34,144,593	37,982,700
Fire	24,981,507	969,250	25,120,985	28,006,600
Public Works	16,908,753	1,911,888	14,853,765	20,186,300
Community Services	12,166,162	235,286	9,965,000	15,277,200
Development Services	11,720,216		11,393,300	14,008,600
Engineering	6,570,193		4,495,100	4,465,000
Non-Departmental	46,813,939	(4,536,954)	22,019,000	54,709,400
Debt Service	6,071,603		1,073,303	6,876,500
Public Safety		155,000		677,700
Contingency	5,358,000			500,000
Total General Fund	\$ 200,017,825	\$	\$ 153,264,246	\$ 220,874,800
Special revenue funds				
Fill The Gap	\$ 80,000	\$	\$	\$ 85,000
JCEF	147,000		73,500	150,000
Court Special Fund	400,000			350,000
Noise Commercial Vehicle	250,000		125,000	30,000
Youth Scholarship	15,000		7,500	15,000
Towing/Impound	325,000			350,000
Community Services Programs	1,045,110		288,100	
Community Services Soc Svcs	276,706		240,000	787,200
Economic Development	575,000		294,400	683,700
Transient Lodging Tax	1,274,000		519,600	650,000
SLID Operations	600,472		436,500	629,700
CBDG Grants				880,000
Police Grants	4,420,000		2,044,600	5,240,000
Fire Grants	2,653,000		1,265,200	5,800,000
Area Agency (AAA)	1,257,794		1,103,900	1,376,600
Community Services Grants	1,320,000		986,500	1,320,000
Nuclear Emergency Mgt.	85,000		43,600	85,000
Wildland Fire Grant				
AZ Lottery Fund	217,500		108,800	335,000
Volunteer Firemen's	300,000		5,000	330,000
HURF	14,255,675		10,968,600	15,165,100
Mobile Integrated Hlth. Care				
Police SB 1398	115,000		50,000	75,000
Jackrabbit Swr O&M	5,000		3,500	12,000
Roosevelt Improvement O&M	5,000		1,918	
Public Works Grants				780,000
Total special revenue funds	\$ 29,622,257	\$	\$ 18,566,218	\$ 35,129,300

**City of Buckeye - Final Adoption
Expenditures/expenses by fund
Fiscal year 2025**

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Debt service funds				
Jackrabbit Swr Debt	\$ 36,750	\$	\$ 36,750	\$ 37,100
Roosevelt Improvement Debt	349,337		349,337	347,900
Total debt service funds	\$ 386,087	\$	\$ 386,087	\$ 385,000
Capital projects funds				
Cemetery Improvement	\$ 304,950	\$	\$ 223,800	\$ 309,700
Sundance Water Recharge	675,000			700,000
Future Road Improvement	1,800,000			1,800,000
Traffic Signal Fund	5,000,000			5,500,000
Stormwater Quality	60,900		39,100	56,300
MAG/ADOT Proj	500,000			750,000
CIP General	86,809,032		32,593,000	116,943,600
Parks Impact Fees	2,000,000		1,000,000	6,000,000
Library Impact Fees	2,100,000			2,500,000
Streets Impact Fees	2,860,000			2,500,000
Police Impact Fees	2,000,000			1,000,000
Fire Impact Fees	2,000,000			4,000,000
Public Safety Imp Fees	2,000,000			
Watson Road Impact Fees	70,000			
Budget Authority				15,000,000
Total capital projects funds	\$ 108,179,882	\$	\$ 33,855,900	\$ 157,059,600
Enterprise funds				
Water	\$ 169,147,716	\$ 9,956,000	\$ 108,217,348	\$ 200,600,700
Water Repair & Replacement	785,300		575,600	900,000
Water Impact Fees	8,500,000	(8,500,000)	6,000,000	12,000,000
Wastewater	29,740,941		11,703,500	42,228,500
Wastewater Impact Fees	7,200,000	(1,456,000)	3,100,000	3,500,000
W&S Revenue Bonds	5,000		5,000	
Environmental Services	12,030,292		11,537,842	13,972,000
Total enterprise funds	\$ 227,409,249	\$	\$ 141,139,290	\$ 273,201,200
Total all funds	\$ 565,615,300	\$	\$ 347,211,741	\$ 686,649,900

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Buckeye - Final Adoption
Expenditures/expenses by department
Fiscal year 2025**

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Mayor and Council				
General Fund	\$ 899,351	\$ 3,000	\$ 827,300	\$ 937,400
Department total	\$ 899,351	\$ 3,000	\$ 827,300	\$ 937,400
City Manager				
General Fund	\$ 2,839,862	\$ 155,000	\$ 2,676,600	\$ 2,631,100
Department total	\$ 2,839,862	\$ 155,000	\$ 2,676,600	\$ 2,631,100
City Clerk				
General Fund	\$ 1,203,131	\$	\$ 941,900	\$ 1,219,100
Department total	\$ 1,203,131	\$	\$ 941,900	\$ 1,219,100
Non Departmental				
General Fund	\$ 46,813,939	\$ (4,536,954)	\$ 22,019,000	\$ 54,709,400
General Fund Contingency	5,358,000			500,000
Budget Authority				15,000,000
CIP General	7,000,000	(6,999,903)		
Department total	\$ 59,171,939	\$ (11,536,857)	\$ 22,019,000	\$ 70,209,400
City Attorney				
General Fund	\$ 1,923,336	\$	\$ 1,497,400	\$ 2,838,600
CIP General	750,000	7,640	443,500	
Department total	\$ 2,673,336	\$ 7,640	\$ 1,940,900	\$ 2,838,600
Airport				
General Fund	\$ 1,836,324	\$ 140,000	\$ 1,474,200	\$ 1,806,500
CIP General	9,820,690		1,725,900	18,555,800
Department total	\$ 11,657,014	\$ 140,000	\$ 3,200,100	\$ 20,362,300
Communications & Intergov				
General Fund	\$ 1,034,793	\$	\$ 1,066,000	\$ 1,967,100
Transient Lodging Tax	1,274,000		519,600	650,000
Department total	\$ 2,308,793	\$	\$ 1,585,600	\$ 2,617,100
Finance				
General Fund	\$ 7,733,201	\$	\$ 6,778,100	\$ 7,657,600
Department total	\$ 7,733,201	\$	\$ 6,778,100	\$ 7,657,600
Human Resources				
General Fund	\$ 4,149,070	\$ 337,330	\$ 3,993,900	\$ 5,048,900
Department total	\$ 4,149,070	\$ 337,330	\$ 3,993,900	\$ 5,048,900
Economic Development				
General Fund	\$ 1,408,840	\$ 40,000	\$ 1,292,900	\$ 1,863,300
Economic Development	575,000		294,400	683,700
Department total	\$ 1,983,840	\$ 40,000	\$ 1,587,300	\$ 2,547,000

**City of Buckeye - Final Adoption
Expenditures/expenses by department
Fiscal year 2025**

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Information Technology				
General Fund	\$ 10,076,382	\$	\$ 8,300,300	\$ 10,306,300
CIP General	2,800,000		1,919,200	
Department total	\$ 12,876,382	\$	\$ 10,219,500	\$ 10,306,300
City Court				
General Fund	\$ 1,661,075	\$	\$ 1,350,600	\$ 1,908,900
Fill The Gap	80,000			85,000
JCEF	147,000		73,500	150,000
Court Special Fund	400,000			350,000
Department total	\$ 2,288,075	\$	\$ 1,424,100	\$ 2,493,900
Public Safety				
General Fund	\$	\$ 155,000	\$	\$ 677,700
Department total	\$	\$ 155,000	\$	\$ 677,700
Police				
General Fund	\$ 34,662,087	\$ 590,200	\$ 34,144,593	\$ 37,982,700
Noise Commercial Vehicle	250,000		125,000	30,000
Towing/Impound	325,000			350,000
Police Grants	4,420,000		2,044,600	5,240,000
Police SB 1398	115,000		50,000	75,000
Police Impact Fees	2,000,000			1,000,000
Public Safety Imp Fees	1,000,000			
CIP General	13,450,000	250,000	5,917,700	22,876,000
Department total	\$ 56,222,087	\$ 840,200	\$ 42,281,893	\$ 67,553,700
Fire				
General Fund	\$ 24,981,507	\$ 969,250	\$ 25,120,985	\$ 28,006,600
Fire Grants	2,653,000		1,265,200	5,800,000
Nuclear Emergency Mgt.	85,000		43,600	85,000
Volunteer Firemen's	300,000		5,000	330,000
Fire Impact Fees	2,000,000			4,000,000
Public Safety Imp Fees	1,000,000			
CIP General	12,100,000		6,767,000	12,725,000
Department total	\$ 43,119,507	\$ 969,250	\$ 33,201,785	\$ 50,946,600
Public Works				
General Fund	\$ 16,908,753	\$ 1,911,888	\$ 14,853,765	\$ 20,186,300
Environmental Services	12,030,292		11,537,842	13,972,000
SLID Operations	600,472		436,500	
Public Works Grants				780,000
HURF	14,255,675		10,968,600	15,165,100
AZ Lottery Fund	217,500		108,800	
Stormwater Quality	60,900		39,100	56,300
MAG/ADOT Proj	500,000			750,000
Streets Impact Fees	2,860,000			2,500,000
Traffic Signal Fund	5,000,000			5,500,000
Future Road Improvement	1,800,000			1,800,000
CIP General		1,085,000		

**City of Buckeye - Final Adoption
Expenditures/expenses by department
Fiscal year 2025**

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Department total	\$ 54,233,592	\$ 2,996,888	\$ 37,944,607	\$ 60,709,700
Community Services				
General Fund	\$ 12,166,162	\$ 235,286	\$ 9,965,000	\$ 15,277,200
Youth Scholarship	15,000		7,500	15,000
Community Services Programs	1,045,110		288,100	
Community Services Soc Svcs	276,706		240,000	787,200
Area Agency (AAA)	1,257,794		1,103,900	1,376,600
Community Services Grants	1,320,000		986,500	1,320,000
Cemetery Improvement	\$ 304,950		223,800	309,700
Parks Impact Fees	2,000,000		1,000,000	6,000,000
Library Impact Fees	2,100,000			2,500,000
CIP General	4,770,474	1,050,000	2,182,600	3,620,000
Department total	\$ 25,256,196	\$ 1,285,286	\$ 15,997,400	\$ 31,205,700
Development Services				
General Fund	\$ 11,720,216		\$ 11,393,300	\$ 14,008,600
SLID Operations				629,700
CBDG Grants				880,000
CIP General	125,000		50,000	2,031,000
Department total	\$ 11,845,216	\$	\$ 11,443,300	\$ 17,549,300
Engineering				
General Fund	\$ 6,570,193		\$ 4,495,100	\$ 4,465,000
AZ Lottery Fund				335,000
CIP General	35,992,868	4,607,263	13,587,100	57,135,800
Department total	\$ 42,563,061	\$ 4,607,263	\$ 18,082,200	\$ 61,935,800
Debt Service				
General Fund	\$ 6,071,603		\$ 1,073,303	\$ 6,876,500
Jackrabbit Sewer Debt	36,750		36,750	37,100
Roosevelt Improvement Debt	349,337		349,337	347,900
Jackrabbit Sewer O&M	5,000		3,500	12,000
Roosevelt Improvement O&M	5,000		1,918	
Department total	\$ 6,467,690	\$	\$ 1,464,808	\$ 7,273,500
Water Resources				
Water	\$ 169,147,716	\$ 9,956,000	\$ 108,217,348	\$ 200,600,700
Water Repair & Replacement	785,300		575,600	900,000
Water Impact Fees	8,500,000	(8,500,000)	6,000,000	12,000,000
Wastewater	29,740,941		11,703,500	42,228,500
Wastewater Impact Fees	7,200,000	(1,456,000)	3,100,000	3,500,000
W&S Revenue Bonds	5,000		5,000	
Sundance Water Recharge	675,000			700,000
Watson Road Impact Fees	70,000			
Department total	\$ 216,123,957	\$	\$ 129,601,448	\$ 259,929,200
Total All Departments	\$ 565,615,300	\$	\$ 347,211,741	\$ 686,649,900

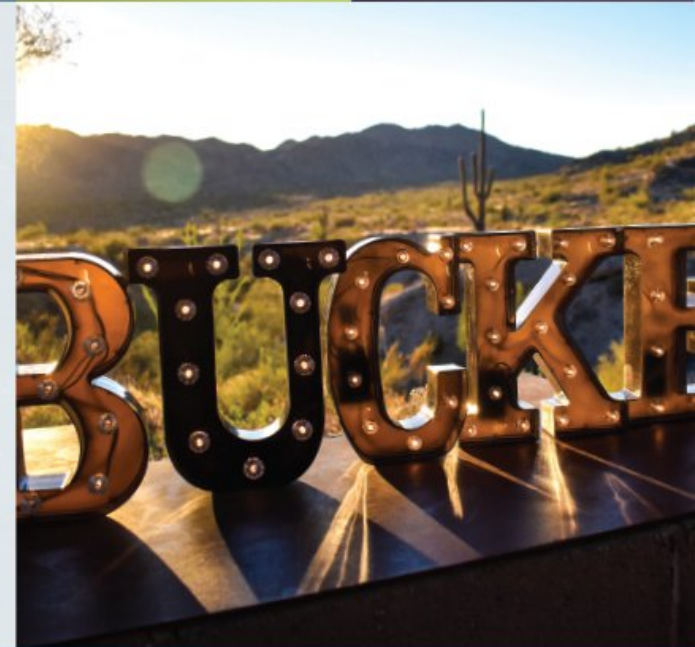
City of Buckeye - Final Adoption
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2025	2025	2025	2025	2025	2025
General Fund	705.1	\$ 71,154,800	\$ 16,747,500	\$ 14,825,200	\$ 1,365,700	\$ 104,093,200
Special revenue funds						
Area Agency on Aging	9.9	\$ 678,500	\$ 127,200	\$ 150,000	\$ 6,800	\$ 962,500
C/S Social Services Program	4.0	365,500	69,300	131,700	3,700	570,200
HURF	35.7	2,562,500	300,400	840,200	163,600	3,866,700
Nuclear Emergency Management		60,000				60,000
Total special revenue funds	49.6	\$ 3,666,500	\$ 496,900	\$ 1,121,900	\$ 174,100	\$ 5,459,400
Capital projects funds						
Cemetery Improvement		\$ 1,000				\$ 1,000
Total capital projects funds		\$ 1,000				\$ 1,000
Enterprise funds						
Water Resources	112.0	\$ 9,207,500	\$ 1,728,500	\$ 2,340,000	\$ 222,100	\$ 13,498,100
Environmental Services	5.5	500,200	93,900	137,100	10,800	742,000
Total enterprise funds	117.5	\$ 9,707,700	\$ 1,822,400	\$ 2,477,100	\$ 232,900	\$ 14,240,100
Total all funds	872.1	\$ 84,530,000	\$ 19,066,800	\$ 18,424,200	\$ 1,772,700	\$ 123,793,700

Adoption of Final Budget

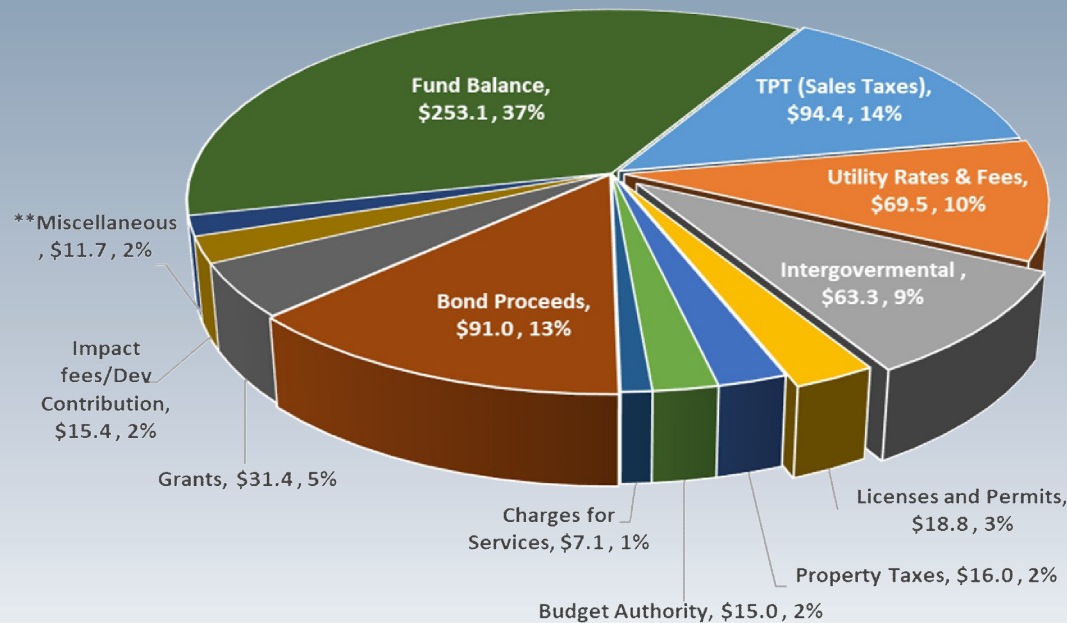
William Kauppi, Chief Financial
Officer

June 18, 2024



FY 2024-25 Revenues - All Funds

Where Does the Money Come From? - \$686.7 Million



In Millions

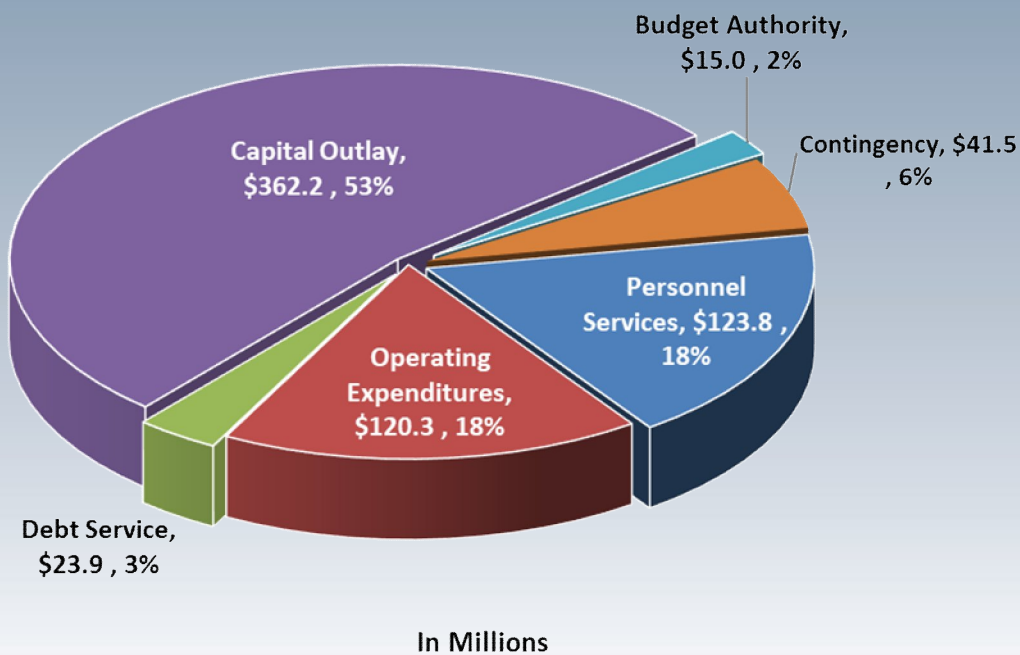
**Miscellaneous includes investment earnings, franchise fees, fines and forfeitures, improvement districts and miscellaneous



Total FY2024-25 Estimated Revenues equals \$433,526,900 (excludes transfers in)

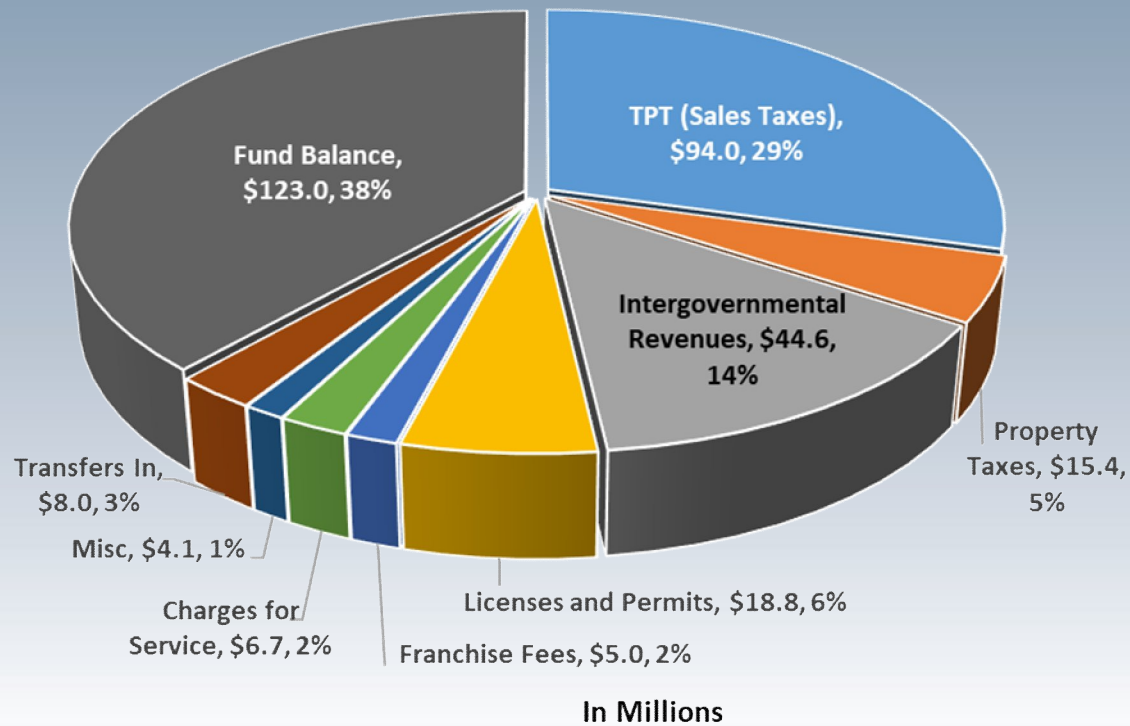
FY 2024-25 Expenditures – All Funds

Where Does the Money Go? - \$686.7 Millions



FY 2024-25 Revenues – General Fund

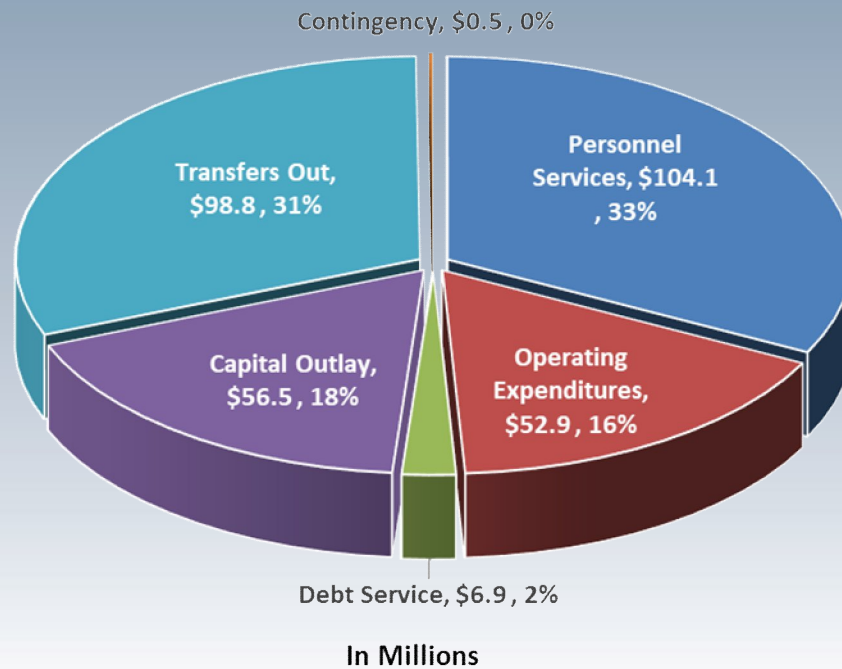
Where Does the Money Come From? - \$319.7 Millions



Total FY2024-25 Estimated Revenues equals \$188,697,700

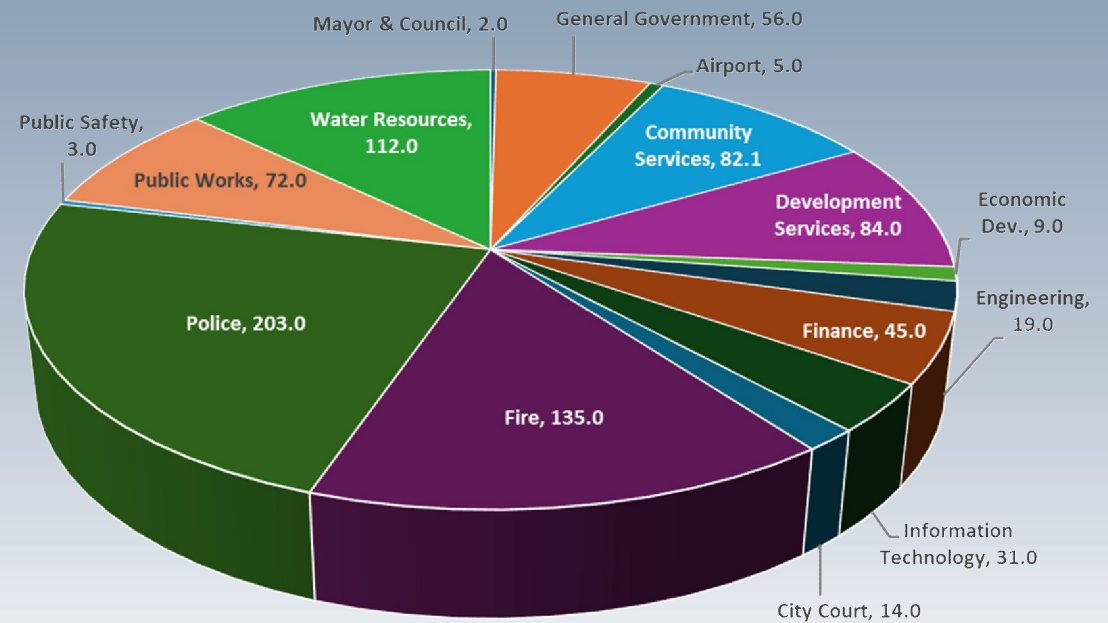
FY 2024-25 Expenditures – General Fund

Where Does the Money Go? - \$319.7 Million



FY 2024-25 Personnel Changes- All Funds

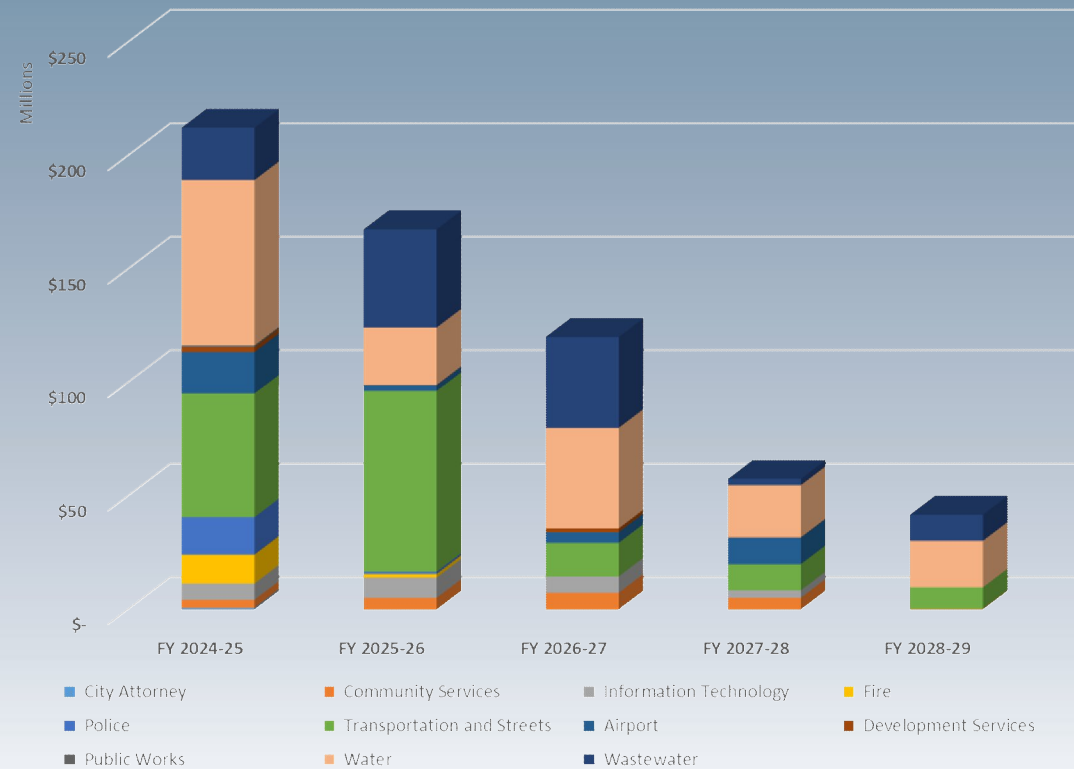
	Actual FY2024	Proposed FY2025	Change
Mayor & Council	2.0	2.0	0.0
City Manager	10.0	11.0	1.0
City Attorney	11.0	16.0	5.0
City Clerk	6.0	6.0	0.0
City Court	13.0	14.0	1.0
Airport	4.0	5.0	1.0
Communications & InterGov	8.0	9.0	1.0
Community Services	76.5	82.1	5.6
Development Services	77.0	84.0	7.0
Economic Dev.	8.0	9.0	1.0
Engineering	17.0	19.0	2.0
Finance	42.0	45.0	3.0
Fire	131.0	135.0	4.0
Human Resources	11.5	14.0	2.5
Information Technology	25.0	31.0	6.0
Police	191.0	203.0	12.0
Public Safety	0.0	3.0	3.0
Public Works	66.0	72.0	6.0
Water Resources	107.0	112.0	5.0
	<u>806.0</u>	<u>872.1</u>	<u>66.1</u>



- 3.2% COLA effective PP beginning July 7th (July 26th paycheck)
- 5% Merit determined at anniversary date (1 step increase for public safety – approximately 5%)

FY 2024-25 Capital Outlay – All Funds

- All Funds
- \$600.4 Million Total 5-year CIP
- \$212.5 Million FY 2024-25 CIP



Staff recommends approving Resolution 33-24 approving the Final Budget for the FY2024-25 in the amount of \$686,649,900.

Questions?

FY 2024-25 Highlights

- 66 new positions (29 held until mid-year)
- 3.2% COLA; 5% Merit (1 step for Public Safety)
- 43 General Government projects totaling \$116.6 million
- 27 Utility CIP projects totaling \$95.9 million
- Issuance of debt for purchase of water rights (carryover from previous year)

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 5.D. FIN - Resolution No. 23-24 Approving Street Lighting Improvement Districts Final Budgets for Fiscal Year 2024-2025
DATE PREPARED: 06/03/24	DISTRICT NO.: Various
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Resolution No. 23-24 adopting the final budget for the Fiscal Year 2024-25 beginning July 1, 2024 and ending June 30, 2025, by the Governing Board of the following Street Lighting Improvement Districts: SLID #1 Operations, Sun City Festival A1 and B1; 2006-SLID-017, Riata West 1; 2006-SLID-015, Riata West Unit 2; 2006-SLID-001, Vista De Montana; 2006-SLID-011, Sun City Festival C1-H1 and V1; 2006-SLID-020, Farallon; 2006-SLID-007, Festival Foothills Phase 1; 2006-SLID-019, Sun City Festival K, O, M, R #1; 2006-SLID-016, Sonoran Vista 1 and 2; 2006-SLID-008, Festival Foothills Phase 2; 2007-SLID-003, Sundance Pd 26; 2007-SLID-002, Sundance Pd 25; 2007-SLID-001, Sundance Pd 27; 2007-SLID-010, Watson Estates; 2007-SLID-021, Festival Ranch Par J1; 2006-SLID-003, Blue Horizons; 2006-SLID-009, Crystal Vista; 2011-SLID-001, Sundance Commercial; 2012-SLID-002, Sienna Hills; 2013-SLID-002, Sun City Festival PL 1; 2009-SLID-02A, Watson Marketplace; 2015-SLID-001, Estrella Vista; 2017-SLID-003, Parkplace/Terra Vista; 2013-SLID-001, Arroyo Seco; 2018-SLID-001, Canyon Views; 2006-SLID-002, Sundance Pd 48 and 49A; 2019-SLID-001, Villages at Sundance; 2020-SLID-001, Buckeye Parkway Center; 2019-SLID-002, Westpark Phase 2; 2020-SLID-002, Coyote Ridge; 2021-SLID-002, 5-Below; 2021-SLID-003, Jackrabbitt Marketplace; 2022-SLID-006, Kentwood.

SUMMARY

PROJECT DESCRIPTION:

SLIDs are established with the approval of the City Council. The Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which are for the purpose of operating and maintaining street lighting located with the SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures, for all SLIDs, is \$529,700 for FY 2024-2025.

BENEFITS:

The establishment and operation of SLIDs contribute to community safety by ensuring that streets are well lighted and that power supplied by the electric utility is paid for by the residents benefitting from the street lighting adjacent to their property and neighborhood.

FUTURE ACTION:

Council action to adopt annual assessment levy ordinance scheduled for June 18, 2024.

FINANCIAL IMPACT STATEMENT:

Revenues will come from property tax proceeds semiannually.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

FISCAL YEAR:

2024-2025

FUND/DEPARTMENT:

3150

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

ATTACHMENTS:

[Street Light Improvement Districts Listing.docx](#)

[RES_23-24_SLIDs_Adopt_Final_Budget_FY2024-2025 \(2\) VS 05.21.2024.docx](#)

Street Light Improvement Districts

Fiscal Year 2024-2025

County Name	District Name	Location	County Name	District Name	Location
23550	SLID #1 Operations	Sun City Festival A1&B1	23677	2006-SLID-009	Crystal Vista
23602	2006-SLID-017	Riata West 1	23696	2011-SLID-001	Sundance Commercial
23603	2006-SLID-015	Riata West Unit 2	23709	2012-SLID-002	Sienna Hills
23604	2006-SLID-001	Vista De Montana	23736	2013-SLID-002	Sun City Festival PL 1
23612	2006-SLID-011	Sun City Fest. C1-H1&V1	23737	2009-SLID-02A	Watson Marketplace
23613	2006-SLID-020	Farallon	23823	2015-SLID-001	Estrella Vista
23627	2006-SLID-007	Festival Foothills Phase 1	23863	2017-SLID-003	Parkplace/Terra Vista
23640	2006-SLID-019	SunCity Fest K,O,M,R #1	23880	2013-SLID-001	Arroyo Seco
23646	2006-SLID-016	Sonoran Vista 1&2	23894	2018-SLID-001	Canyon Views
23647	2006-SLID-008	Festival Foothills Phase 2	23943	2006-SLID-002	Sundance Pcl 48 & 49A
23648	2007-SLID-013	Sun City Festival I1& P1	23944	2019-SLID-001	Villages at Sundance
23652	2007-SLID-003	Sundance Pcl 26	23953	2020-SLID-001	Buckeye Parkway Center
23655	2007-SLID-002	Sundance Pcl 25	23956	2019-SLID-002	Westpark Phase 2
23656	2007-SLID-001	Sundance Pcl 27	23958	2020-SLID-002	Coyote Ridge
23657	2007-SLID-010	Watson Estates	23977	2021-SLID-002	5-Below
23658	2007-SLID-021	Festival Ranch Par J1	33012	2021-SLID-003	Jackrabbit Marketplace
23664	2006-SLID-003	Blue Horizons	33045	2022-SLID-006	Kentwood

RESOLUTION NO. 23-24

RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024-25 BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025, BY THE GOVERNING BOARD OF THE FOLLOWING STREET LIGHTING IMPROVEMENT DISTRICTS:

County Name	District Name	Location	County Name	District Name	Location
23550	SLID #1 Operations	Sun City Festival A1&B1	23677	2006-SLID-009	Crystal Vista
23602	2006-SLID-017	Riata West 1	23696	2011-SLID-001	Sundance Commercial
23603	2006-SLID-015	Riata West Unit 2	23709	2012-SLID-002	Sienna Hills
23604	2006-SLID-001	Vista De Montana	23736	2013-SLID-002	Sun City Festival PL 1
23612	2006-SLID-011	Sun City Fest. C1-H1&V1	23737	2009-SLID-02A	Watson Marketplace
23613	2006-SLID-020	Farallon	23823	2015-SLID-001	Estrella Vista
23627	2006-SLID-007	Festival Foothills Phase 1	23863	2017-SLID-003	Parkplace/Terra Vista
23640	2006-SLID-019	SunCity Fest K,O,M,R #1	23880	2013-SLID-001	Arroyo Seco
23646	2006-SLID-016	Sonoran Vista 1&2	23894	2018-SLID-001	Canyon Views
23647	2006-SLID-008	Festival Foothills Phase 2	23943	2006-SLID-002	Sundance Pcl 48 & 49A
23648	2007-SLID-013	Sun City Festival I1& P1	23944	2019-SLID-001	Villages at Sundance
23652	2007-SLID-003	Sundance Pcl 26	23953	2020-SLID-001	Buckeye Parkway Center
23655	2007-SLID-002	Sundance Pcl 25	23956	2019-SLID-002	Westpark Phase 2
23656	2007-SLID-001	Sundance Pcl 27	23958	2020-SLID-002	Coyote Ridge
23657	2007-SLID-010	Watson Estates	23977	2021-SLID-002	5-Below
23658	2007-SLID-021	Festival Ranch Par J1	33012	2021-SLID-003	Jackrabbit Marketplace
23664	2006-SLID-003	Blue Horizons	33045	2022-SLID-006	Kentwood

WHEREAS, in accordance with the provisions of Arizona Revised Statutes Section 48-616, the Governing Body of each of the Street Lighting Improvement Districts referenced above (the “Districts”) is required to levy taxes to pay the annual expenses of the District; and

WHEREAS, it appears that with respect to each District, all notices have been duly published and mailed, as required by law; and

WHEREAS, the Governing Body of each District intends to adopt the fiscal year 2024-2025 Final Budget; and

WHEREAS, in the budgets filed with the Clerk, the Governing Body of each District has made the annual statements of the costs and expenditures of the District, including the amount of the annual assessment levy to be established to pay the expenditures of the District, and has conducted a hearing on such statements; and

WHEREAS, Maricopa County, Arizona (the “County”) is now the assessing and collecting authority for each District;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY FOR THE FOLLOWING STREET LIGHTING IMPROVEMENT DISTRICTS:

County Name	District Name	Location	County Name	District Name	Location
23550	SLID #1 Operations	Sun City Festival A1&B1	23677	2006-SLID-009	Crystal Vista
23602	2006-SLID-017	Riata West 1	23696	2011-SLID-001	Sundance Commercial
23603	2006-SLID-015	Riata West Unit 2	23709	2012-SLID-002	Sienna Hills
23604	2006-SLID-001	Vista De Montana	23736	2013-SLID-002	Sun City Festival PL 1
23612	2006-SLID-011	Sun City Fest. C1-H1&V1	23737	2009-SLID-02A	Watson Marketplace
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23627	2006-SLID-007	Festival Foothills Phase 1	23863	2017-SLID-003	Parkplace/Terra Vista
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23647	2006-SLID-008	Festival Foothills Phase 2	23943	2006-SLID-002	Sundance Pcl 48 & 49A
23648	2007-SLID-013	Sun City Festival I1&P1	23944	2019-SLID-001	Villages at Sundance
23652	2007-SLID-003	Sundance Pcl 26	23953	2020-SLID-001	Buckeye Parkway Center
23655	2007-SLID-002	Sundance Pcl 25	23956	2019-SLID-002	Westpark Phase 2
23656	2007-SLID-001	Sundance Pcl 27	23958	2020-SLID-002	Coyote Ridge
23657	2007-SLID-010	Watson Estates	23977	2021-SLID-002	5-Below
23658	2007-SLID-021	Festival Ranch Par J1	33012	2021-SLID-003	Jackrabbit Marketplace
23664	2006-SLID-003	Blue Horizons	33045	2022-SLID-006	Kentwood

Section 1. Budget Adopted. The District Budget for each District attached hereto as Exhibit A is incorporated by reference herein and hereby adopted by each Governing Body of each District as to the respective Budget of the District for the Fiscal Year 2024-2025.

Section 2. No Invalidation of Proceedings. No failure by County officials to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed, nor shall any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day or time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the District upon such property for the delinquent annual assessments unpaid thereon, and no overcharge as to part of the assessment or of costs shall invalidate any proceedings for collecting of annual assessments or the foreclosure, and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 3. Transmission of Resolution to County. The Clerk is hereby directed to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of the County.

Section 4. Conflicting Resolutions Repealed. All resolutions and parts of resolutions in conflict are hereby repealed.

[DISTRICTS' SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District SLID No. 1 Operations on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-017 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-015 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-011 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-020 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-007 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-019 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-016 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-008 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-013 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-003 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-010 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-021 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-003 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-009 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2011-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2012-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2009-SLID-02A on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2015-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2017-SLID-003 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2018-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2019-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-001 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2019-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2021-SLID-002 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2021-SLID-003 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2022-SLID-006 on June 4, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A

SUMMARY OF ANNUAL STATEMENTS AND ESTIMATES OF EXPENSES OF THE CITY'S STREET LIGHTING IMPROVEMENT DISTRICTS*

County Name	District Name	Location	FY 24-25 Budget	# of Parcels Levied in District	FY 24-25 Levy Per Parcel
23550	SLID #1 Operations	Sun City Festival A1&B1	\$37,000	451	\$82.04
23602	2006-SLID-017	Riata West 1	13,000	798	16.29
23603	2006-SLID-015	Riata West Unit 2	16,500	495	33.33
23604	2006-SLID-001	Vista De Montana	40,000	1204	33.22
23612	2006-SLID-011	Sun City Fest. C1-H1&V1	47,000	1207	38.94
23613	2006-SLID-020	Farallon	5,000	937	5.34
23627	2006-SLID-007	Festival Foothills Phase 1	34,000	927	36.68
23640	2006-SLID-019	SunCity Fest K,O,M,R #1	40,000	1833	21.82
23646	2006-SLID-016	Sonoran Vista 1&2	18,000	595	30.25
23647	2006-SLID-008	Festival Foothills Phase 2	9,500	360	26.39
23648	2007-SLID-013	Sun City Festival I1& P1	8,000	325	24.62
23652	2007-SLID-003	Sundance Pcl 26	4,500	118	38.14
23655	2007-SLID-002	Sundance Pcl 25	3,000	117	25.64
23656	2007-SLID-001	Sundance Pcl 27	4,500	162	27.78
23657	2007-SLID-010	Watson Estates	18,000	1885	9.55
23658	2007-SLID-021	Festival Ranch Par J1	5,400	177	30.51
23664	2006-SLID-003	Blue Horizons	60,000	1897	31.63
23677	2006-SLID-009	Crystal Vista	9,200	311	29.58
23696	2011-SLID-001	Sundance Commercial	2,000	5	400.00
23709	2012-SLID-002	Sienna Hills	35,000	1227	28.52
23736	2013-SLID-002	Sun City Festival PL 1	21,000	767	27.38
23737	2009-SLID-02A	Watson Marketplace	4,800	13	369.23
23823	2015-SLID-001	Estrella Vista	17,000	830	20.48
23863	2017-SLID-003	Parkplace/Terra Vista	10,000	887	11.27
23880	2013-SLID-001	Arroyo Seco	8,000	1138	7.03
23894	2018-SLID-001	Canyon Views	18,000	1125	16.00
23943	2006-SLID-002	Sundance Pcl 48 & 49A	6,000	391	15.35
23944	2019-SLID-001	Villages at Sundance	8,000	676	11.83
23953	2020-SLID-001	Buckeye Parkway Center	5,000	6	833.33
23956	2019-SLID-002	Westpark Phase 2	8,000	491	16.29
23958	2020-SLID-002	Coyote Ridge	5,300	270	19.63
23977	2021-SLID-002	5-Below	4,000	4	1,000.00
33012	2021-SLID-003	Jackrabbit Marketplace	3,000	17	176.47
33045	2022-SLID-006	Kentwood	2,000	4	500.00

***Represents the estimated cost of energy, the only expense of the Districts.**

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 5.E. Reconvene into the Regular Council Meeting
DATE PREPARED: 06/03/24	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to reconvene into the Regular Council Meeting.

SUMMARY

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

ATTACHMENTS:

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/04/24	AGENDA ITEM: 6.A. DS - Sunrise Commerce Park Annexation - PLZM-24-0012
DATE PREPARED: 06/03/24	DISTRICT NO.: 3
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing only related to the annexation of a 0.87 parcel of land located at the northwest corner of Yuma Road and Apache Road.

SUMMARY

PROJECT DESCRIPTION:

Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC, is requesting annexation of one parcel of land totaling approximately 0.87 acres, at the northwest corner of Yuma Road and Apache Road. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471. Upon annexation, the parcel will be zoned Single-Family Residential 43 (R1-43).

This is the first of two public hearings required for the annexation; upon closing the public hearing, no additional action is required. A second public hearing is anticipated to be held on July 16, 2024, following which Council may consider adoption of an ordinance approving the proposed annexation.

BENEFITS:

Annexation of the parcel will streamline the permitting process for development of the Sunrise Commerce Center on the adjoining, previously annexed parcel, in accordance with the Sundance Community Master Plan.

FUTURE ACTION:

The proposed annexation is expected to return to Council for consideration of approval on July 16, 2024.

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:

[PLZM-24-0012 Sunrise Commerce Center Annexation - Staff Report - CC#1 060424.docx](#)

Exhibit A - Aerial Vicinity Map.pdf

Exhibit B - Zoning Map.pdf

Exhibit C - General Plan Land Use Map.pdf

Exhibit D - Project Narrative.pdf

Exhibit E - Recorded Blank Petition.pdf

PLZM-24-0012 Sunrise Commerce Center Annexation CC 060424.pptx



ANNEXATION

Report to the Mayor and City Council

CASE NUMBER: PLZM-24-0012
TITLE: Sunrise Commerce Center Annexation
MEETING DATE: June 4, 2024

Applicant/Owner: Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC

Request: Annexation of one (1) parcel

District 3

Location: Northwest corner of Yuma Road and Apache Road (Exhibits A, B, and C)

Site size: Approximately 0.87 acres

Density: Not applicable

Public input: No comments have been received to date

Recommendation: Public Hearing only

PROJECT DESCRIPTION:

1. Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC, is requesting annexation of one parcel of land totaling approximately 0.87 acres, at the northwest corner of Yuma Road and Apache Road (Exhibits A, B, and C). The applicant's annexation project narrative is included as Exhibit D.
2. The subject property, a strip parcel with a width of 33 feet, was formerly Maricopa County right-of-way intended to allow for the extension of Apache Road north of Yuma Road. When the County determined the Apache Road extension to be unnecessary, the right-of-way was subsequently abandoned.
3. The parcel is presently zoned Rural-43 (RU-43) in Maricopa County. Upon approval, the property will be assigned Single-Family Residential (R1-43) zoning most comparable to the property's existing county zoning. The R1-43 district allows for large lot single-family residential development and ancillary uses with a rural character.
4. The blank petition for the proposed annexation was recorded on May 14, 2024 (Exhibit E). 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 June 4, 2024, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on July 16, 2024.

AREA CONTEXT:

5. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert	Master Planned Community (MPC)	Maricopa County Rural-43 (RU-43)
North	Interstate 10	Open Space	Not Applicable (I-10)
South	Multi-Family residential (Bungalows at Sundance under construction)	Business Commerce	Commercial Center (CC)
East	Acacia Crossing single-family subdivision	Neighborhood	Planned Residential (PR)
West	Unimproved desert	Master Planned Community (MPC)	Sundance CMP

PUBLIC PARTICIPATION SUMMARY:

6. The applicant is required to provide notices and postings at least fifteen days in advance of the public hearing as required by the Buckeye Development Code and Arizona Revised State Statutes (ARS 9.471). Written notice to the Maricopa County Board of Supervisors is required at least six days in advance of the public hearing. Due to staff report submittal deadlines, required notices have not been completed as of May 14, 2024, but are scheduled for completion in advance of the state and local deadlines.

7. Table 2: Public Notices:

Notification Element	Date
Published in the Arizona Republic	To be completed by May 20, 2024
Site Posted	To be completed by May 20, 2024
Mailing Notice to Property Owners Within Annexation Boundary	To be completed by May 20, 2024
Mailing Notice to Maricopa County Board of Supervisors	To be completed by May 29, 2024

8. No public comment concerning the annexation request has been received to date.

ANALYSIS:

9. The owner of the strip parcel, M4 Buckeye LLC, also owns the 22.8-acre parcel immediately to the west. This adjoining parcel was previously annexed and included within the Sundance Community Master Plan which allows for development of employment (e.g. light industrial) uses on the site. In accordance with the approved Sundance CMP, the owner intends to develop the adjoining property with a commerce park comprised of five buildings that range in area from 42,583 square feet to 92,588 square feet, each designed to accommodate a range of enclosed flex light industrial and/or commercial uses. A Site Plan for this project, called Sunrise Commerce Center, is currently in review.
10. The proposed Sunrise Commerce Center site plan utilizes the strip parcel subject to this annexation as a landscape buffer, providing separation and screening between the commerce park buildings and the existing single-family neighborhood (Acacia Crossing) to the east. The developer will also complete the Sundance Trail, which currently

terminates at the northwest corner of Acacia Crossing, through the landscape buffer, connecting the trail to the Yuma Road sidewalk.

11. As no buildings are proposed within the strip parcel, the property will not require rezoning from its initial R1-43 zoning. Use of the area for landscaping and a trail is permitted in the R1-43 district.
12. If the strip parcel were not annexed, landscape and trail improvements within the strip parcel would require approval and permits from Maricopa County Planning and Development rather than the City of Buckeye. The proposed annexation will streamline the permitting process for the Sunrise Commerce Center project.
13. As the parcel is a remnant county island, the proposal meets eligibility requirements for annexations as outlined in ARS §9-471.
14. Once annexed the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas. City services needed for the use of the strip parcel as a landscape buffer are expected to be limited to landscape irrigation only.
15. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Annexation and development of the parcel, as proposed, will not result in any impact to either district.
16. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Engineering
 - b. Fire
 - c. Public Works
 - d. Community Services
 - e. Police
 - f. Water Resources
 - g. Development Services

RECOMMENDATION:

17. City Council should conduct the required public hearing related to the annexation. No additional action is required at the June 4, 2024, meeting.

18. The annexation will return to the City Council on July 16, 2024, for consideration of the annexation Ordinance. Staff will recommend the Mayor and City Council approve the annexation Ordinance on July 16th 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 development of the Sunrise Commerce Center.
 - d. No outstanding issues from reviewing departments.

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Exhibit D – Annexation Project Narrative
Exhibit E – Recorded Blank Annexation Petition

Prepared By:
Ken Galica, Principal Planner

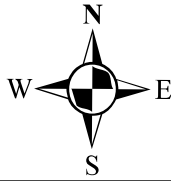
Reviewed By:
Adam Copeland, Deputy Director of Planning

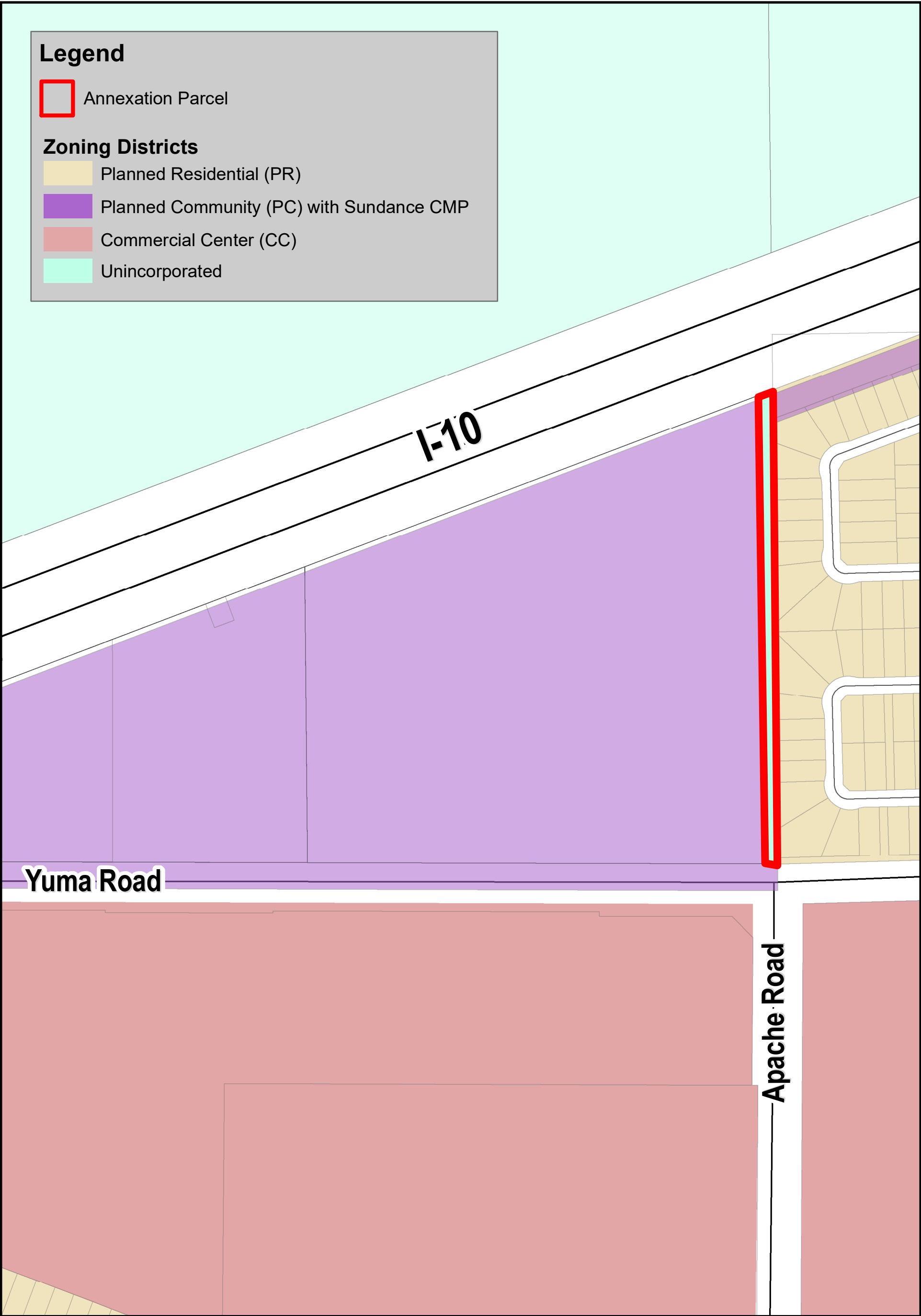


VICINITY MAP

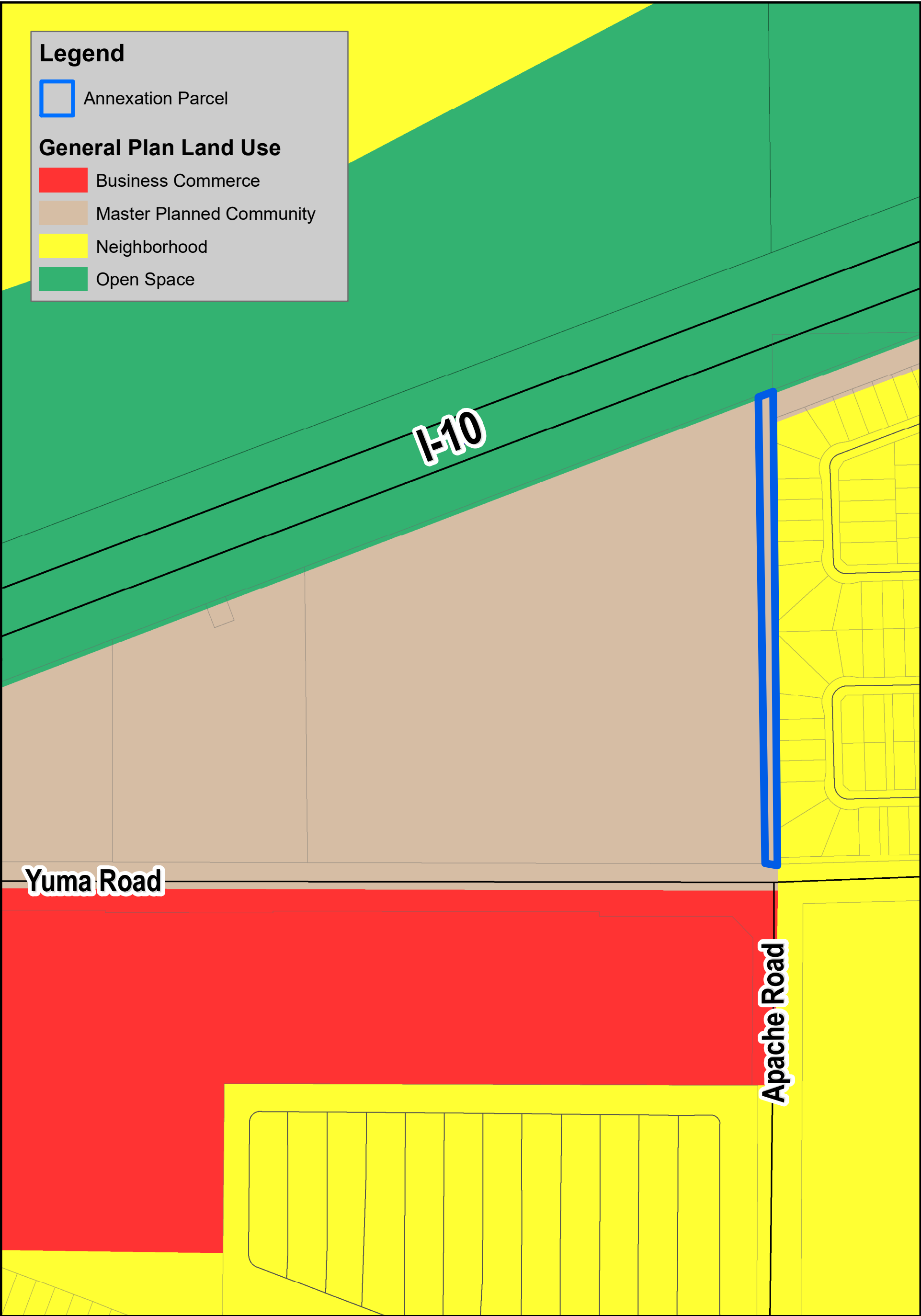
PLZM-24-0012

Sunrise Commerce Center - Annexation
Council District #3





ZONING MAP



GENERAL PLAN LAND USE



To: City of Buckeye
Development Services Department
Planning & Zoning Division

From: Christopher D. Norstrom
Architectural Project Coordinator III

Subject: Sunrise Commerce Center (Buckeye
Mark IV Industrial)
A New Light Industrial Development
NWC of Yuma Road & Apache Road
Site Plan Review Submittal

Date: April 5, 2024

NARRATIVE

The owner is requesting annexation of APN 504-18-012F, an approximate, approximate 0.87 acre parcel, into the City of Buckeye. The parcel, located at the northwest corner of Apache Road and Yuma Road, is an existing county island eligible for annexation. The request is necessary to facilitate development of the larger adjacent parcel, APN 504-18-933, in accordance with the Sundance CMP.

Sincerely,

Christopher D. Norstrom
Architectural Project Coordinator III
Cawley Architects
480-697-3976

When Recorded, return to:

005945-6-1-1--
YorkmLucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326**ANNEXATION PETITION (PLZM-24-0012)****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)



Legal Description
23-009 Sunrise Commerce Center – Annexation

Job No. 23-0138

March 11, 2024

A portion of the Southeast Quarter of Section 8, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows

COMMENCING at a 3-inch Town of Buckeye brass cap flush at the Southeast corner of said Section 8, from which a 3-inch Town of Buckeye brass cap in pothole at the South quarter corner of said Section 8, bears South 89 degrees 49 minutes 08 seconds West (basis of bearing) 2,640.54 feet;

Thence along the Easterly line of said Southeast Quarter, North 0 degrees 59 minutes 23 seconds West, 33.00 feet to the **POINT OF BEGINNING**,

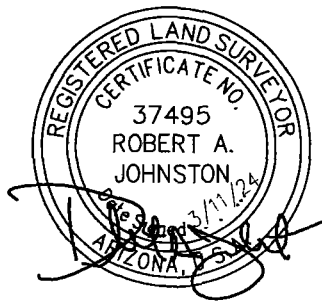
Thence along the Northerly line of the Southerly 33 00 feet of said Southeast Quarter, South 89 degrees 49 minutes 08 seconds West, 33.00 feet;

Thence along the Westerly line of the Easterly 33.00 feet of said Southeast Quarter, North 0 degrees 59 minutes 23 seconds West, 1142.73 feet;

Thence along the Southerly Right of Way line of the Interstate 10 Highway, North 68 degrees 56 minutes 12 seconds East, 35 13 feet;

Thence along the Easterly line of said Southeast Quarter, South 0 degrees 59 minutes 23 seconds East, 1155.25 feet to the **POINT OF BEGINNING**.

Containing an area of **37,917** square feet or **0.8704** acres, more or less



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
 Tel (480) 503-2250 • Fax (480) 503-2258

Exhibit B

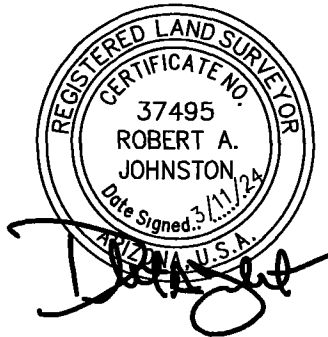
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EAST QUARTER CORNER
SECTION 8, T1N, R3W
FOUND 2" M.C ALUMINUM
CAP FLUSH

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°59'23"W	33.00'
L2	S89°49'08"W	33.00'
L3	N68°56'12"E	35.13'

INTERSTATE 10
ORDINANCE 06-81

ANNEXATION PARCEL



ORDINANCE 05-90

PARCEL NO. 2
247TH AVENUE & YUMA ROAD
BOOK 1204 OF MAPS, PAGE 45, M.C.R.

N00°59'23"W 1,142.73'

1,155.25'

S0°59'23"E 2,640.59'

ACACIA CROSSING
BOOK 683 OF MAPS, PAGE 35, M.C.R.

ORDINANCE 18-02

SOUTH QUARTER CORNER
SECTION 8, T1N, R3W
FOUND 3" T.O.B. BRASS
CAP IN POTHOLE

YUMA ROAD

S89°49'08"W 2,640.54' (BASIS OF BEARING)

ORDINANCE 15-12

POINT OF BEGINNING

SOUTHEAST CORNER
SECTION 8, T1N, R3W
FOUND 3" T.O.B. BRASS
CAP FLUSH
POINT OF COMMENCEMENT



NTS

ANNEXATION AFFIDAVIT

STATE OF ARIZONA)
) ss.
 County of Maricopa)

Ken Galica, regarding Case No. **PLZM-24-0012**, upon oath, deposes and says:

1. I am a Principal Planner, of the Development Services Department of the City of Buckeye. I am making 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.

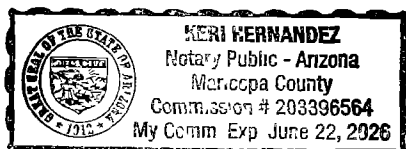
FURTHER YOUR AFFIANT SAYETH NOT.



 (PLANNER)

SUBSCRIBED AND SWORN to before me this 14th day of May, 2024, by

KERI HERNANDEZ _____ (NOTARY).





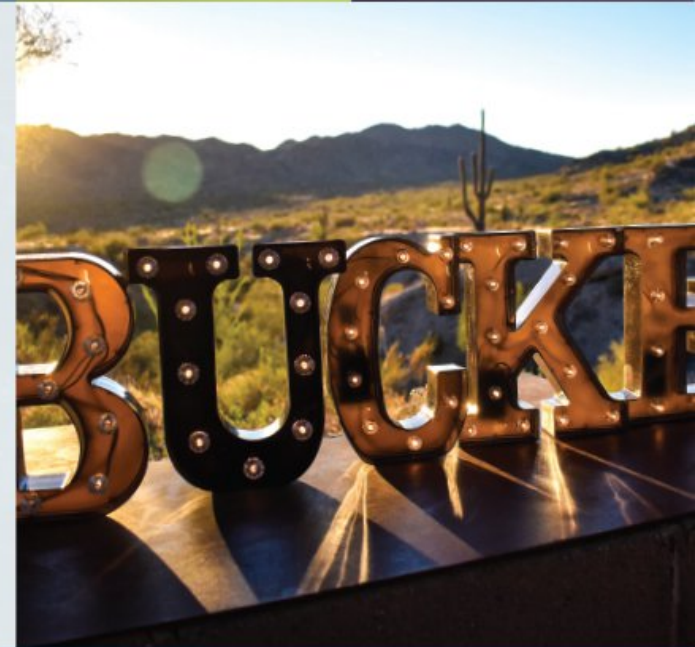
 Notary Public

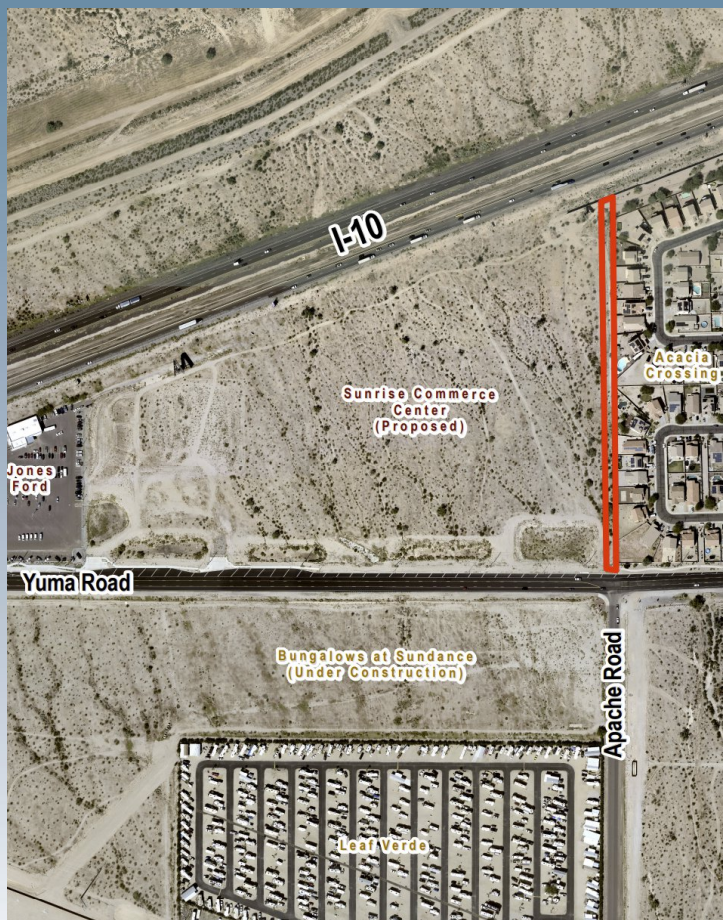
My Commission Expires: JUNE 22, 2026

Sunrise Commerce Center

Annexation Public Hearing

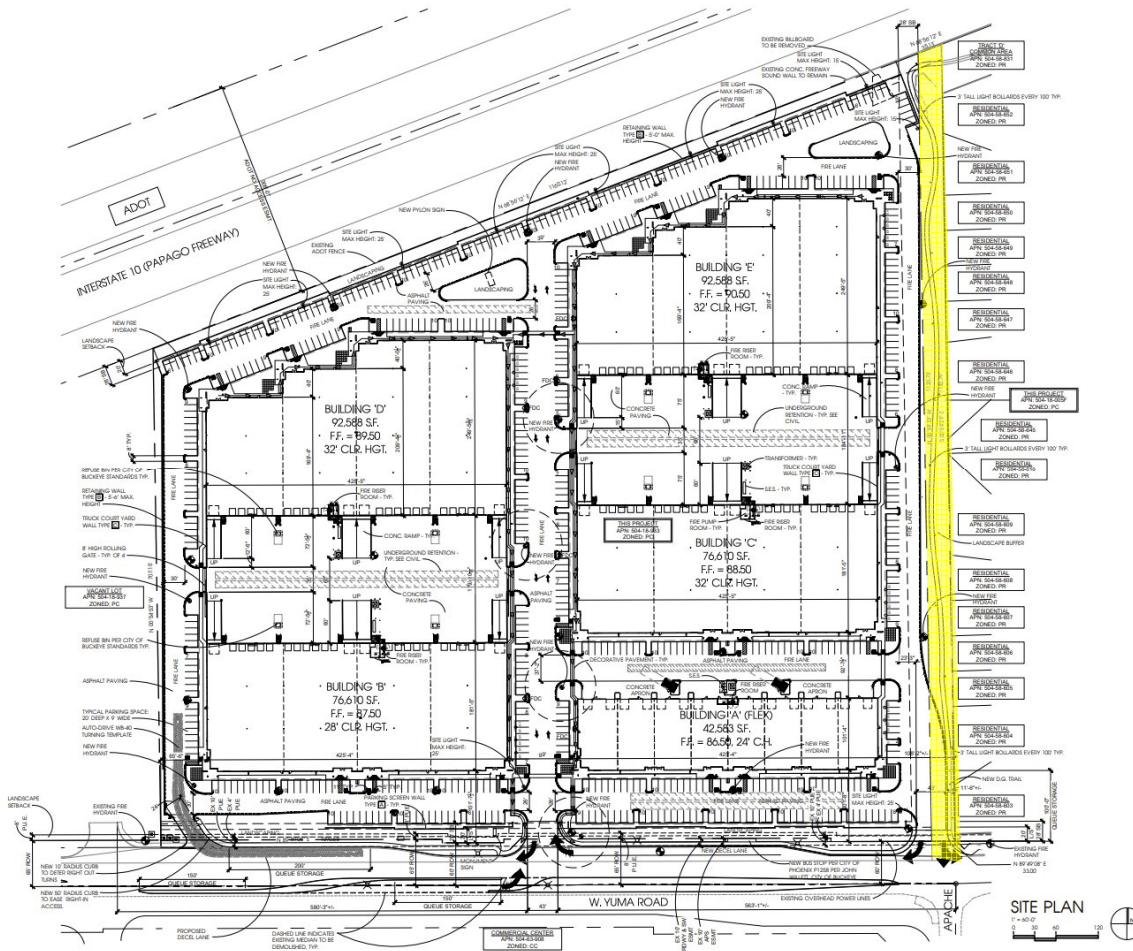
Mayor and City Council
June 4, 2024
Case PLZM-24-0012



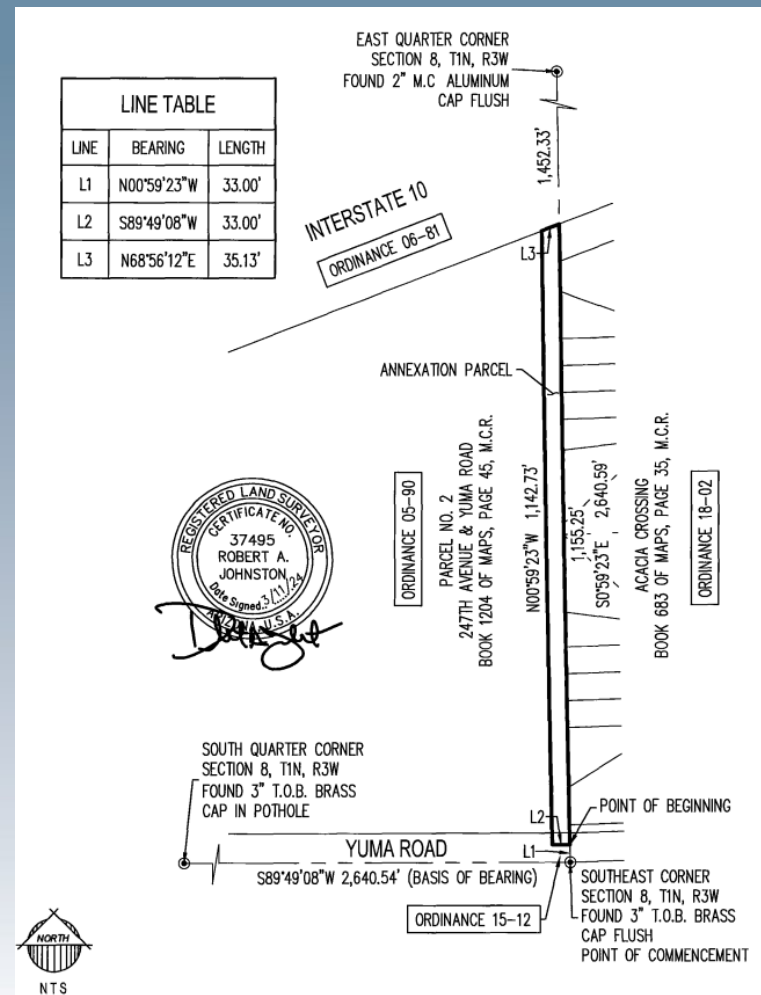


- Request: Annexation
- Size: 0.87 acres
- General Plan: Master Planned Community
- Current Zoning: County Rural 43 (RU-43)
- Initial Zoning: Single-Family Residential 43 (R1-43)
- History: Former Maricopa County Apache Road right-of-way, since abandoned
- Future Request: Application for Site Plan for Sunrise Commerce Center on adjacent 22.8 parcel, utilizing this parcel as a landscape buffer and trail corridor, is in review

Sunrise Commerce Center Site Plan (DRAFT)



- Request meets annexation eligibility requirements established by state statute
- Blank Petition recorded May 14, 2024
- All required notices completed; no public comment received to date
- Use as landscape buffer/trail will not require rezoning
- No outstanding issues from reviewing departments



Recommendation:

Conduct a Public Hearing

Consideration of an Ordinance approving the annexation is scheduled for the July 16, 2024, City Council Meeting

